Questionnaire Responses

1. Respondents

Raymond McGee
President/CEO
7 Pine Ledge Road
Brant Lake 12815
Cell 203-231-3542
Home 518-494-3281
Email raymondmcgee@mac.com

Kevin Bogue Environmental firm
Platform Environmental
122 Wildwood Rd.
Meriden, Ct. 06450
203-440-9705

2. Legal and Financial Information

2. a. Financial information previously supplied. There are no updates to this information.

b.i.The tax returns were not filed starting with 2012. Ansonia Copper & Brass, Inc. had an NOL at the end of 2011 in the amount of **$39,570,699**. The Ansonia operations were phasing down. The Waterbury operation continued to manufacture copper nickel tubular products and conducted a development effort for producing high strength steel tubing for the oil drilling business. The stub year losses for 2012 were $5,168,000. The decision was made to either shut all operations or to seek new investors for the specialty tubing business. This decision resulted in the creation of Ansonia Specialty Metals. The estimated NOL at the stub year 2012 is **$44,738,000.**

b.ii The Ansonia Specialty Metals Purchase and Sale Agreement is contained in **File 16** and specifically pages 1 and 2 **Section 2.1 Purchase Price.** This paragraph describes that "the purchase price …is equal to $1,175,000, which is equal to the amount of Seller's liabilities assumed by Purchaser…". The paragraph goes on to state "Purchaser shall not the Purchase Price…; the Purchase Price shall be deemed to have been paid…..". The Asset sale did not involve cash, but rather the assumption of liabilities. The Lendor at this time, Del Mar, wanted to end their involvement with this remaining Part of Ansonia Copper & Brass, Inc.

c. IRS Form 8821 Financial information previously filed.

d. No audited statements are available for 2012.

e., f. The only loans to Ansonia Copper & Brass, Inc. during this period were with

SEMS Doc ID 100002222

Del Mar Master Fund. I have listed them here because the notes were amended and modified at various times. This same information is included in the answer to 3.e.

Refer to

File 1	**Original DelMar Loan 10/18/2007**
File 2	**DelMar Loan Ammendments**
File 3	**DelMarAmmendment 10**
File 4	**DelMar Promissory Note**
File 5	**DelMar Term Loan**
File 6	**DelMar Loan Balance 1/29/14**

g. i. Date of incorporation
Originally 12/18/1985
Current Ownership June 28, 2002

ii. Delaware

iii. Raymond McGee	President & CEO
Steven Turner	V.P Finance CFO
Larry Ford	V.P. Production
Jeffery Lawlor	V.P. Sales

iv. None

v. Raymond McGee — 100% Ownership
7 Pine Ledge Rd.
Brant Lake, NY 12815

h. No bankruptcy has been filed.

i. Entity has not been dissolved.

j. Refer to answer 2.i

k. The original owner of the site was American Brass Company. American Brass Company was purchased by Anaconda Copper and became Anaconda American Brass in 1960. Atlantic Richfield Company (ARCO) then purchased Anaconda American Brass in 1981. Atlantic Richfield, ARCO, was subsequently purchased by British Petroleum (BP) . My understanding is that ARCO/BP then decided to sell off the metal fabrication interests that comprised American Brass. One of these units was purchased by the employees and Ansonia Copper and Brass became a separate company. To finalize the sale of these assets to the employees, ARCO/BP contractually agreed to an Environmental Indemnification that has no time limit and no limit on the dollar amount of coverage. Ansonia Copper and Brass became a C Corporation incorporated in Delaware on December 18,1985 and was owned by the ESOP . I have no further knowledge of the structure or ownership from this time until I was hired as President of the ESOP in October of 2001. The corporation was purchased on June 28, 2002 as a C corporation incorporated in Delaware. There are no successors. The original Purchase Agreement with Atlantic Richfield/BP and the

Environmental Indemnification Agreement remain in force for the Ansonia site (refer to appropriate Files).

Site Use History

Ansonia Copper and Brass Site
75 Liberty Street & 7 Riverside Drive, Ansonia, Connecticut (East of Naugatuck R.)

Circa 1880 – circa 1960:	American Brass Company SIC 3351*
Circa 1880 – circa 1900:	The Wallace & Sons mfg. of brass and copper chains SIC 3351*
Circa 1880 – circa 1900:	Hill Knitting Co., men's underwear mfg. SIC 2232*
Circa 1880 – circa 1900:	E. Carter and Son Manufacturer of brass castings, SIC 3366*
Circa 1880 – circa 1900:	Ansonia Dyeing and Bleaching Company, SIC 3552*
Circa 1900 – circa 1920:	Ansonia Refining Co. SIC undetermined*
Circa 1900 – circa 1920:	C.H. Jackmous Brass goods SIC 3351*
Circa 1900 – circa 1920:	Coe Brass Manufacturing, SIC 3351*
Circa 1960 – 1981:	Anaconda American Brass Co., SIC 3351
1981 – 1985:	Atlantic Richfield Co. (a.k.a. ARCO Metals) SIC 3351
1985 – 1986:	Ansonia Copper and Brass, L.P. SIC 3351
1986 – present:	Ansonia Copper and Brass, Inc., SIC 3351

* Refer to attached Sanborn Insurance Maps for facility location.

Site Use History

Ansonia Copper and Brass Site
6 Riverside Drive Ansonia, Connecticut (West of Naugatuck R.)

1869 – 1917:	Ansonia Land and Water Co., SIC undetermined
1917 – circa 1960:	American Brass Company, SIC 4225 (storage)
Circa 1960 – 1981:	Anaconda American Brass Co., SIC 4225 (storage)
1981 – 1985:	Atlantic Richfield Co. (a.k.a. ARCO Metals) SIC 4225 (storage)
1985 – 1986:	Ansonia Copper and Brass, L.P. SIC 4225 (storage)
1986 – present:	Ansonia Copper and Brass, Inc., SIC 4225 (storage)

ARCO/ACB Purchase Documents

File 7 **1985 ARCO/ACB Purchase& Sale Agreement**
File 8 **1985 ARCO/ACB Consents**
File 9 **!985 Fuss & O'Neill Environmental Assessment Letter**
File 10 **ARCO Environmental Indemnification Agreement**
File 11 **ARCO/ACB Purchase & Sale Agreement Index**

l. Asset Purchase Agreement between ASM and Ansonia Copper & Brass, Inc.

File 16 **ASM and Ansonia Copper & Brass, Inc. Asset Purchase Agreement**

m. Respondent has not done business under any other name.

n. Steve Turner
323 Woodpond Rd.
Cheshire, Ct
203-272-2835

o. No UCC filings available.

p. No Corporate minutes

3. **Relationship to Other Entities**

3.ai RLM Associates is a C Corporation in Connecticut that holds ownership to 100% of the stock of Ansonia Copper and Brass, a C Corporation incorporated in Delaware.

ii. RLM Associates was established in June 2002.

3.b.iThe Ansonia site of Ansonia Copper and Brass (ACB) has been a metalworking and manufacturing site since about 1880. The original name of the company was American Brass Company SIC 3351, formed circa 1880 and remained so named until 1960 when it became known as Anaconda American Brass Co, SIC 3351. In 1981, ARCO purchased Anaconda American Brass and thereby acquired title to the Ansonia site property. This entity was named ARCO Metals; SIC 3351. ARCO was purchased by British Petroleum (BP). Sometime in 1985/1986 a decision was made by ARCO/BP to sell off their brass metal holdings across the United States. I have no knowledge of all the specific asset sales that followed except for the sale of the Connecticut based properties. The ARCO/BP holdings in Connecticut were sold to the employees and became known as Ansonia Copper and Brass. I have included the Purchase Sales Agreement and supporting documents for this sale including detailed environmental assessments performed by Fuss and O'Neil. Their work products include soil assessment, underground water assessments, building comments, mapping of the site.

To facilitate the sale of the Ansonia Copper and Brass facilities, ARCO/BP provided an **Environmental Indemnification Agreement** (copy attached that remains in effect) to the ESOP The ARCO/BP indemnification was necessary to complete the sale to the ESOP. I have been told, but have no facts to present, that American Brass and perhaps Anaconda American Brass maintained environmental insurance during their ownership. During the specific period of American Brass and ARCO ownership, many of the large U.S. brass companies did have some form of environmental insurance. The important fact is that ARCO/BP provided a comprehensive Environmental Indemnification that is still in effect. This indemnification resulted from the various site environmental assessments that were conducted by Fuss and O'Neill. This Environmental Indemnification has **no sunset provision and no stated dollar coverage limit.** A review of the various environmental studies will demonstrate that the today environmental issues were present in 1986 and well documented to the Connecticut DEEP.

Throughout much of its' operating history the Ansonia facility produced and sold annual quantities of various brass mill products approximating as much as 100 million pounds per year. These products consisted of sheet, rod, bar and wire in a wide range of alloys. These products were cast, extruded, rolled, formed and drawn at the site. The processing of these materials involved annealing, acid pickling, water flushing and surface cleaning of other sorts. I have been told that the waste streams of these processes were treated and collected in various settling ponds and basins. I have not found reports that document such

practices. The buildings required heating and some of the processes required steam to maintain furnace atmospheres and proper temperatures in the pickling and cleaning operations. This heating was accomplished with a variety of oil and gas fired boilers. I am aware that a significant number of USTs were used for oil storage. Many of these tanks were removed from underground by ARCO/BP. I have no first hand knowledge if these storage sites were properly removed and closed. I believe the Connecticut DEEP may have detailed knowledge of this removal effort. At the time of the ARCO/BP sale, detailed environmental assessment was performed and those reports I could locate are included.

Site Use History

Ansonia Copper and Brass Site
75 Liberty Street & 7 Riverside Drive, Ansonia, Connecticut (East of Naugatuck R.)

Circa 1880 – circa 1960:	American Brass Company SIC 3351*
Circa 1880 – circa 1900:	The Wallace & Sons mfg. of brass and copper chains SIC 3351*
Circa 1880 – circa 1900:	Hill Knitting Co., men's underwear mfg. SIC 2232*
Circa 1880 – circa 1900:	E. Carter and Son Manufacturer of brass castings, SIC 3366*
Circa 1880 – circa 1900:	Ansonia Dyeing and Bleaching Company, SIC 3552*
Circa 1900 – circa 1920:	Ansonia Refining Co. SIC undetermined*
Circa 1900 – circa 1920:	C.H. Jackmous Brass goods SIC 3351*
Circa 1900 – circa 1920:	Coe Brass Manufacturing, SIC 3351*
Circa 1960 – 1981:	Anaconda American Brass Co., SIC 3351
1981 – 1985:	Atlantic Richfield Co. (a.k.a. ARCO Metals) SIC 3351
1985 – 1986:	Ansonia Copper and Brass, L.P. SIC 3351
1986 – present:	Ansonia Copper and Brass, Inc., SIC 3351

* Refer to attached Sanborn Insurance Maps for facility location.

Site Use History

Ansonia Copper and Brass Site
6 Riverside Drive Ansonia, Connecticut (West of Naugatuck R.)

1869 – 1917:	Ansonia Land and Water Co., SIC undetermined
1917 – circa 1960:	American Brass Company, SIC 4225 (storage)
Circa 1960 – 1981:	Anaconda American Brass Co., SIC 4225 (storage)
1981 – 1985:	Atlantic Richfield Co. (a.k.a. ARCO Metals) SIC 4225 (storage)
1985 – 1986:	Ansonia Copper and Brass, L.P. SIC 4225 (storage)
1986 – present:	Ansonia Copper and Brass, Inc., SIC 4225 (storage

Reference Documents:

File 7	**1985 ARCO/ACB Purchase& Sale Agreement**
File 8	**1985 ARCO/ACB Consents**
File 9	**!985 Fuss & O'Neill Environmental Assessment Letter**
File 10	**ARCO Environmental Indemnification Agreement**
File 11	**ARCO/ACB Purchase & Sale Agreement Index**

3.b i. Ansonia Specialty Metals, LLC (ASM) was a part of BWM Metals LLC. Ansonia Specialty Metals, LLC was responsible for the production of tubular products for several markets including defense contractors for the U.S. Navy. Ansonia Specialty Metals, LLC

obtained the starting material, copper nickel alloy billets from CUNI Casting, LLC. ASM also was developing special high property steel tubular products for the down-hole oil business. ASM's had no relationship to the site in that it extruded the billets produced by CUNI and then fabricated the tubular products. The scrap from this operation was returned to CUNI for re-melting into billets. ASM's only relationship with the Ansonia site was thru CUNICasting, LLC.

3.b.ii. Ansonia Specialty Metals, LLC (ASM) was created with the purchase of the Waterbury Tube operations land, building and equipment from Ansonia Copper & Brass, Inc. This purchase agreement was signed December 14, 2012. The Agreement for ASM is contained in File 2.l Purchase and Sales Agreement.

3.b.iii. CUNICasting,LLC contracted with Ansonia Copper & Brass, Inc. for the production of the copper nickel billets that were then processed at Ansonia Specialty Metals, LLC into billets To my knowledge there were no hazardous materials used for the production of these billets. All of the CUNICasting, LLC documents are contained in

File 12 CUNICasting,LLC Documents

3.c.i BWM Metals, LLC had two separate LLC's. One was CUNICasting,, LLC and the other was Ansonia Specialty Metals,LLC. As described, ASM produced the tubular products from the billets cast at Ansonia by CUNICasting.

3.c.ii Start date December 2012. End date September 2015.

3.d i. BW Metals, LLC was a partner in the ownership of BWM Metals.

3.d.II The ownership agreement was from December 2012 until September 2015.

3.e.i. Del Mar Master Fund Ltd and Ansonia Copper & Brass, Inc. entered into a loan agreement on October 18, 2007 This loan agreement was supported by a working capital component and a mortgage on the buildings and land. An additional loan was entered into on December 19, 2008.

File 1	**Original DelMar Loan 10/18/2007**
File 2	**DelMar Loan Ammendments**
File 3	**DelMarAmmendment 10**
File 4	**DelMar Promissory Note**
File 5	**DelMar Term Loan**
File 6	**DelMar Loan Balance 1/29/14**

3.e.ii The loan agreements are still in effect.

3.f.i. I have no documentation or agreements with B. W. Capital Partners

3.f.ii. Answered in 3.f.i.

3.g. i. William Wolf was a Manager of BW Metals, LLC that was a partner in BWM Metals, LLC.

3.g.ii The agreement started in December 2012 and terminated September 2015.

3.h. i. McGee Family Holdings I, LLC is a separate LLC that owns a real estate investment, in Waterbury Land Partners. This partnership had no relationship with ACB site.

3.h.11 McGee Family Holdings I, LLC was formed October 17, 2012 and still exists.

3.i.i. McGee Family Holdings II, LLC was formed to be a partner in the ownership of BWM Metals, LLC that purchased assets of the Waterbury site of ACB to create the Ansonia Specialty Metals LLC (ASM), and CUNICasting, LLC.

3.i.ii McGee Family Holdings II was formed November 5, 2012. As mentioned, the only site relationship with the Ansonia site of Ansonia Copper & Brass, Inc. was with CUNICASTING, LLC. The agreement terminated September 2015.

Question 4. Insurance

a. The Ansonia site of Ansonia Copper and Brass (ACB) has been a metalworking and manufacturing site since about 1880. The original name of the company was American Brass Company SIC 3351, formed circa 1880 and remained so named until circa 1960 when it was purchased by Anaconda Copper and became known as Anaconda American Brass Co, SIC 3351. In 1981, ARCO purchased Anaconda American Brass and thereby acquired title to the Ansonia site property. This entity was named ARCO Metals; SIC 3351. British Petroleum (BP). subsequently purchased ARCO Metals. Sometime in 1986 a decision was made by ARCO/BP to sell off their brass metal holdings across the United States. I have no knowledge of all the specific asset sales that followed except for the sale of the Connecticut based properties. The ARCO/BP holdings in Connecticut were sold to the employees and became known as Ansonia Copper and Brass. I have included the Purchase Sales Agreement and supporting documents for this sale including detailed environmental assessments performed by Fuss and O'Neil. Their work products include soil assessment, underground water assessments, building comments, mapping of the site.

To facilitate the sale of the Ansonia Copper and Brass facilities, ARCO/BP had to provide an **Environmental Indemnification Agreement** (copy attached). to the ESOP. The ARCO/BP indemnification was necessary to complete the sale to the ESOP. I have been told, but have no facts to present, that American Brass and perhaps Anaconda American Brass maintained environmental insurance. During the specific periods of Anaconda American Brass and ARCO ownerships, many of the large U.S. brass companies did have some form of environmental insurance. The important fact is that ARCO/BP did provide a comprehensive Environmental Indemnification, which is still in effect, to facilitate the sale of the property in Ansonia. This action was taken based on the various site environmental assessments that were conducted. This Environmental Indemnification has **no sunset provision and no stated dollar coverage limit.** A review of the various environmental studies will demonstrate that the today environmental issues were present in 1986 and well documented to the Connecticut DEEP.

Over the operating history the Ansonia facility produced and sold annual quantities of various brass mill products approximating as much as 100 million pounds per year. These products consisted of sheet, rod, bar and wire in a wide range of alloys. These products were cast, extruded, rolled, formed and drawn at the site. The processing of these materials involved annealing, acid pickling, water flushing and surface cleaning of other sorts. I have been told that the waste streams of these processes were treated and collected in various settling ponds and basins. I have not found reports that document such practices. The buildings required heating and some of the processes required steam to maintain furnace atmospheres and proper temperatures in the pickling and cleaning operations. This heating was accomplished with a variety of oil and gas fired boilers. I am aware that a significant number of USTs were used for oil storage. Many of these tanks were removed from underground by ARCO/BP. I have no first hand knowledge if these storage sites were properly removed and closed. I believe the Connecticut DEEP may have detailed knowledge of this removal effort.

Site Use History

Ansonia Copper and Brass Site
75 Liberty Street & 7 Riverside Drive, Ansonia, Connecticut (East of Naugatuck R.)

Circa 1880 – circa 1960:	American Brass Company SIC 3351*
Circa 1880 – circa 1900:	The Wallace & Sons mfg. of brass and copper chains SIC 3351*
Circa 1880 – circa 1900:	Hill Knitting Co., men's underwear mfg. SIC 2232*
Circa 1880 – circa 1900:	E. Carter and Son Manufacturer of brass castings, SIC 3366*
Circa 1880 – circa 1900:	Ansonia Dyeing and Bleaching Company, SIC 3552*
Circa 1900 – circa 1920:	Ansonia Refining Co. SIC undetermined*
Circa 1900 – circa 1920:	C.H. Jackmous Brass goods SIC 3351*
Circa 1900 – circa 1920:	Coe Brass Manufacturing, SIC 3351*
Circa 1960 – 1981:	Anaconda American Brass Co., SIC 3351
1981 – 1985:	Atlantic Richfield Co. (a.k.a. ARCO Metals) SIC 3351
1985 – 1986:	Ansonia Copper and Brass, L.P. SIC 3351
1986 – present:	Ansonia Copper and Brass, Inc., SIC 3351

* Refer to attached Sanborn Insurance Maps for facility location.

Site Use History

Ansonia Copper and Brass Site
6 Riverside Drive Ansonia, Connecticut (West of Naugatuck R.)

1869 – 1917:	Ansonia Land and Water Co., SIC undetermined
1917 – circa 1960:	American Brass Company, SIC 4225 (storage)
Circa 1960 – 1981:	Anaconda American Brass Co., SIC 4225 (storage)
1981 – 1985:	Atlantic Richfield Co. (a.k.a. ARCO Metals) SIC 4225 (storage)
1985 – 1986:	Ansonia Copper and Brass, L.P. SIC 4225 (storage)
1986 – present:	Ansonia Copper and Brass, Inc., SIC 4225 (storage

Refer to Files

File 7 **1985 ARCO/ACB Purchase& Sale Agreement**
File 8 **1985 ARCO/ACB Consents**
File 9 **!985 Fuss & O'Neill Environmental Assessment Letter**
File 10 **ARCO Environmental Indemnification Agreement**
File 11 **ARCO/ACB Purchase & Sale Agreement Index**

4a**. INSURANCE INFORMATION Continued**
All available insurance names, cost and policy types are contained in"

File 13 **Insurance Information**

b. There are no policies current in place that provide for bodily injury, property damage,

c. All insurance files

File 13 **Insurance Information**

d. I have been unable to get the specific policies

e. To my knowledge there have been no settlements for environmental liabilities at the site.

f. I have been unable to locate any communications or claims under the aforementioned insurance policies for the site

g .All insurance files are to be found in

File 13 **Insurance Information**

h. All information available has been provided in above files.

<u>Question 5 Leases</u>

a. General comment

i. I have no knowledge of any lease that may have been in effect from 1986 until June 2002. Ansonia Copper & Brass, Inc. was owned by an ESOP for this period and I have no records or knowledge of their business practices. I became President of the ESOP in October of 2001 and to my knowledge there were no leases in effect at that time. From June 2002 until current, there were no leases of any of the property to the best of my knowledge until December 2012. Subsequent to December 2012, CUNICasting, LLC leased the casting shop building space at the Ansonia site for the production of copper nickel billets.

ii. The lease began December 2012 and ended August 2014

iii. The lease was for the casting shop building at the Ansonia site.

b. Refer to CUNICasting, LLC file for the lease terms and documents.

File 12 **CUNICasting,LLC Documents**

c.i. From 2012 until 2014, the site at Ansonia site cast copper nickel billets for conversion into tubular products. Input material was received from multiple material suppliers and included cathode copper and nickel, copper scrap and other alloying elements. These materials were weighed and a casting charge was prepared for melting in coreless furnaces. Once the metals were molten they were cast off into ingots of approximately 15 feet in length. These ingots were then cut to specific lengths, known as billets, and sent to ASM to be extruded for processing into tubular products.

iii. Waste
The wastes generated would include casting metallic oxide dust collected in bag houses and the generation of metallic oxides in the waste-water that were treated at the water pollution plant on site. This operation would produce a precipitated cake and then be disposed of. Refer to description of waste streams for more detail. Casting refractory was also a waste product

iv. The individuals who performed the work were employees of Ansonia Copper & Brass, Inc., including all supervisors, maintenance employees and casting personnel. I am unaware of there being outside contractors at the site.

v. None

vi. I believe the monthly lease rate was $12,000.

vii. Demolition of the Carpenter Shop/Case Storage building and the Lumber Storehouse was conducted during October to December 2014. This work was performed by DeNovo Construction.

viii. From 2010 until the end of 2016, the balance of the remaining equipment was sold and all monies obtained were either paid to Del Mar for debt and interest reduction or used to address environmental matters and protect the facility site. Subsequent to the removal of equipment, materials such as copper and steel were removed by outside vendors and sold into the commercial market as scrap. The monies obtained from these activities were used at the site to continue the abatement of environmental items, provide security to the site. I did not take any of these monies. I loaned ACB $50,000 to continue these efforts. Eventually material removal ended. All abatement and security efforts have ceased.

d. None known to me.

6.RESPONDENT'S OPERATIONS

a. State the beginning and ending dates of Respondent's operations at the Site
   June 2002 to June 2014
b. Describe the nature of Respondent's operations at the Site…
   Ansonia Copper and Brass is engaged in the production of copper and other non-ferrous metal tube, wire and other extruded products. The main

production areas contain furnaces, pickling lines, extrusion presses, a wire mill and other various rolling, sawing, and burnishing machinery. A product testing laboratory is located in the Site office building. There are also several machine shops and welding shops.
ACB products are manufactured to either customer or ASTM specifications. To achieve the desired product the Casting Department will take raw material and pre-consumer recycled metal and melt them in one of the eight melting furnaces. The billets from casting range from 8-11" diameter and are up to 144" long. The billets are then heated so they can be extruded. The extruded metal can then become straight rod lengths or further drawn to wire. Both product lines will go through further metal working, which includes additional mechanical manipulation, relief annealing and pickling to achieve the finished product to be packaged and sold. The finished product is boxed or attached to skid for shipping or storage.
The following are sections from previous Phase I Environmental Site Assessments (ESA's) conducted for the Site that summarize the nature of operations at the Site:

File 20 2002 Phase I ESA

The Site is occupied by Ansonia Copper and Brass and is engaged in the production of copper and other non-ferrous metal tube, wire, and other extruded products. The main production areas contain furnaces, pickling lines, extrusion presses, wire mill, and other various rolling, sawing, and burnishing machinery. A product testing laboratory is located in the Site office building. Several machine shops and welding shops were observed. Hydraulic oil is piped from a main pump to various machinery and is re-circulated after being filtered for the Extrusion Mill and Rod Mill. Sulfuric acid is fed to the Rod Mill from a main storage tank. Some areas of the plant contained derelict machinery.

<u>2012 Phase I ESA (Casting Shop)</u>
The Site is occupied by the Ansonia Copper and Brass Casting Shop building and is engaged in the casting of copper alloy billets for use in the Ansonia Copper and Brass Waterbury facility and for other firms for the manufacture of wire, tube and other extruded products. Cement casting molds are formed in the northern portion of the Site building which are coated with a mixture of dressing oil, graphite and naptha to aid the release of poured metal. Copper metal and other metals are melted and blended in electric furnaces and poured into the molds to produce copper alloy billets. Two of eight existing furnaces were observed in operation on the day of inspection. Particulate emissions from the furnace casting process are collected by a filter bag-house system. Contact cooling water is pumped to the furnace area and re-circulated through a system of pumps and holding tanks on the west side of the building. Metal stock and scrap metal to be used by the casting process are stored in the metal storage area on the east side of the Site building.

c. Provide copies of all local, state, and federal permits…

Storm-water runoff is collected in a series of catch basins installed within paved areas with an outfall to the Naugatuck River. A Storm-water Pollution Prevention Plan (SWPPP) and Permit is currently maintained by the ACB Ansonia plant.

File 15 Ansonia Storm-water Pollution Plan

The 2007 Phase I ESA indicates the site was listed in the SPDES database for a wastewater discharge permit (#SP0002215) for wastewaters directed to the local POTW after treatment. The current permit expires on July 26, 2011. The 2012 Phase I ESA indicated the following NPDES permits are listed for the site:

- NPDES permit GMI000093 that expires April 30, 2013.
- NPDES permit for the discharge of its wastewater (CT 0002968) that expires on August 14, 2016.
- NPDES permit (GSI000530) that expires on September 30, 2016.
- NPDES permit (GWT00023) that expires on March 29, 2015.

I have no physical copies of the permits.

d. Provide copies of all documents that were created or kept concerning Site operations by owners, lessees, tenants, contractors, site managers, or others, including but not limited to: …

I have no copies to provide.

e. Provide copies of MSDS for materials used in Respondent's operations

File 17 MSDS Summary

f. Describe each type of waste brought to or generated at the Site…

The waste streams originate from a wide variety of sources throughout the ACB facility. These wastes include:

Metals: skimming and related metals which originate from the casting process, bag house dust, hydroxide filter cake from the Waste Water Treatment Plant, furnace lining cement and refractory, copper scale and mud from tanks, casting cooling tower sludge, tin dross, asbestos, floor sweepings, steel scrap & empty drums

Oils & Solvents: alkaline degreaser, parts washer solution, waste oil, waste liquid, solid oily soaked waste, Kester 3345 flux

Universal Waste: waste fluorescent/ incandescent lamps, batteries, fluorescent light ballasts, used electronic components,

Lab Wastes: mercury metals, acids, lab packs

Miscellaneous Waste: scrap wood, cardboard, trash

See following table:

Name	Generation Process	Disposal
Skimming/ Spills/ Off mix		Recycle
Cadmium Bag house dust	Fume/ Dust/ Smoke from furnaces	Hazardous Waste because not being recycled
Zinc Bag house dust	Fume/ Dust/ Smoke from furnaces	Now hazardous waste because of Cad not being recycled
AREG Ash (skimming)	Ash from casting with metal byproducts and a high degree of AFCR ash	Being recycled, would be hazardous if it becomes waste
Copper Oxides (plant wide) Metal chips/ Shavings/ floor sweepings	Oxide, scale, chip, misc. metal particles	Being recycled for metal value
Copper Mud (extrusion-recirculation tank)	Water recirculation tanks with copper oxide, sediment in quench tank	
Tin Dross	Non-tin fraction, dross generated at tinning line	Off-site separated so tin is further used by ACB, non-tin put in with the AREG ash
AFCR Ash (skimming)	Ash with 35% copper, 56% zinc, lead, chrome, cad, nickel	Being recycled, would be hazardous if waste
Scrap Alloys-mixed and unmixed	Scrap generated plant wide, could be various alloys produced by ACB	Recycle for metal value
Furnace lining cement/ refractory	Spent furnace ling with slag and cement	Recycled cement is aggregate and metal is re-melted
Steel scrap/ empty drums	Clean and dry steel scrap and empty/ clean drums are crushed	Recycled for its metal value with scrap dealers
Scrap wood	Plant wide spent wood (pallets, boxes various shipping containers)	Disposed as bulky debris
Cardboard	Clean dry cardboard	Recycle (ADS)
Casting cooling tower sludge	Sediment from bottom of cooling water tank	
Floor sweepings	Speedy dry, rags absorbent misc. industrial waste	Hazardous waste for cad, chrome, lead D006 D007 D008
Trash	Non-industrial, not hazardous garbage similar to residential rubbish	Disposed of in bulk garbage (ADS)
Universal	Batteries, florescent bulbs, thermostats, etc.	Universal Waste - Northeast Recycling
Alkaline Degreaser soap dish	Pickle line	
Asbestos	Pipe insulation, various particle board or other solids	
Mercury scrap	Special lab testing on ACB product	Hazardous for mercury
Hydroxide Filter cake	De-watered sludge from waste treatment	Recycled for copper metal value
Gloves	Leather/ Cotton work gloves used by employee	Laundry (Cintas)
Parts Washer extrusion mill and maintenance	Hubbard hall virgin solution (flush pack>140°F) to clean metal parts	CT Regulated
Waste Oil (Red tank in rod mill)	General building wide collection of primarily oil waste from equipment	? CT Regulated
Waste Oil Extrusion Mill		
Waste Oil Flat Wire		
Kester 3345 Flux	Strong acid (zinc chloride, hydrochloric, ammonium chloride) at 1/3 to 2/3 water	Waste Treatment Plant on site

ONSITE LAB WASTES

Acids – Nitric, sulfuric, hydrofluoric
Empty containers
Expired chemicals / Residues / Unknowns
Mercury Nitrate (See other note)
Methanol & Acetone
Towels / Rags / Other solids
Finished tested material / Treated chemicals

1. **Skimmings**

Skimmings and related metals originate from a variety of sources and include:

Skimming – Skimming is a byproduct of the casting process. Charcoal and graphite are used as a covering over molten metal to help contain the heat in the casting furnaces, much like the lid of a pot. Prior to pouring, the charcoal and graphite are removed by the operators by skimming off the top surface of the molten metal using rake-like device called a skimmer. Included in the skimmings with the charcoal and graphite is a high percentage of semi-precious metals.

AREG Ash – Ash from casting furnaces mixed with metal byproducts of similar composition and containing a minimum quantity of zinc. It is considered a higher grade than AFCR ash.

Copper Oxides – Metal chips, shavings, and floor sweepings containing oxide, scale,
chips and miscellaneous metal particles.

Tin Dross – Non-tin fraction dross generated at the tinning line

AFCR Ash – Ash with 35% copper, 56% zinc, lead, chrome, cadmium and nickel.

Scrap Alloys – Scrap generated throughout the plant made up of the various alloys
which are produced by ACB.

Copper Scale & Mud from Tanks – Scale from annealing furnaces as the metal oxidizes when it cools; water recirculation tanks with copper oxide; sediment form the quench tank.

All of these skimming and related metals are combined and sold to be recycled for their metal value, particularly copper, zinc and nickel. This material is approximately 50-60% metal and the metal is approximately 60% copper. It is typically put out to bid and sold to the highest bidder. The most recent three shipments have been to Lakeside Metals. Records of these transactions are maintained in the Purchasing Department at ACB. Monthly generation is approximately 2 to 2-1/2 loads which are 42,000 to 44,000 pounds each.

Waste Determination: This material is not considered a hazardous waste because it is recycled and reclaimed. If it is spilled or disposed it is considered a hazardous waste for cadmium (D006), chromium (D007), and lead (D008).

2. **Cadmium Bag House Dust**

Each casting furnace is equipped with a hood to draw off metal, smoke and fumes. Dust from the casting process is collected in a Bag House outside of each casting shop. All cadmium-containing alloys are melted in Furnace #7. This Bag House Dust contains a high percentage of cadmium and is not recycled with the Zinc Bag House dust. Cadmium Bag House dust is currently taken to either Jones Environmental Services or Ashland Chemical.
Waste Determination: This material is considered a hazardous waste due to its high cadmium (D006) content.

3. **Zinc Bag House Dust**
Each casting furnace is equipped with a hood to draw off metal, smoke and fumes. Dust from the casting process is collected in a Bag House outside of each casting shop. Bag House Dust has a high percentage of valuable metals such as copper, zinc and nickel and is therefore desirable as a recycled source of these feed-stocks. Zinc Bag House dust is currently sold to Horse Head Recycling or Lakeside Metal.
Waste Determination: This material is not considered a hazardous waste because it is being recycled and reclaimed. If it is spilled or disposed it is considered a hazardous waste for cadmium (D006) and lead (D008).

4. **Copper Hydroxide Filter Cake**
Hydroxide sludge or "filter cake" is a byproduct of the Waste Water Treatment Plant. Hydroxide sludge is dewatered by pumping it from the bottom of the clarifier tank to a rotary drum vacuum filter (sludge drum) where it is concentrated to approximately 35% solids. This filter cake is dried to 70% solids in a natural gas fired drier. The filter cake is very high in copper and is considered a valuable recycled source of copper feedstock. Filter cake is currently being sold to Advanced Recycling. Dust from the gas fired drier is collected and sold with the filter cake.
Waste Determination: This material is not considered a hazardous waste because it is being recycled and reclaimed. If it is spilled or disposed it is considered a hazardous waste for cadmium (D006) and lead (D008).

5. **Furnace Lining and Refractory**
Furnace lining and refractory are shipped once or twice per year. The material is accumulated in metal boxes or directly on the floor in the staging area (north end) of the Castings building for large solid pieces. The linings consist of cement, metals and slag that are inseparable from the cement. This material is shipped by Industrial Waste Recycling of Shannon, Illinois to Barnes Environmental International in Ontario, Canada where the metal is separated from refractory by a process called ball milling. Once separated, both the metal (primarily for the copper) and the processed refractory are sold as feedstock for other industrial processes.
Waste Determination: This material is not considered a hazardous waste because it is recycled and reclaimed. See Attachment A: Regulatory Status of Refractory.

6. **Casting Cooling Tower Sludge**

Approximately every three years the castings cooling tower system is drained and cleaned of residual sludge from the bottom. This material was last removed in August 2001 and was transported as hazardous for cadmium (D006). It is taken to United Industrial for processing. The next cleaning is expected in August 2005 during plant shutdown.
Waste Determination: This material must be tested prior to shipment in August 2005. Based on past analytical data it is hazardous for cadmium (D006) and lead (D008).

7. **Steel Scrap & Empty Drums**
   This waste includes clean and dry steel scrap and clean, empty drums. ACB generates approximately 210,000 pounds per year. Steel drums are crushed by the "cabbage-machine" in Metal Storage and this scrap steel is sold to scrap dealers where it is recycled for its metal value. Steel scrap is currently sold to Jacobs Brothers in Derby.
   Waste Determination: This material is not a hazardous waste, Universal Waste or Connecticut Regulated Waste.

8. **Alkaline Degreaser**
   Alkaline degreaser is an aqueous-based cleaner used in the pickle line. There is one 1000-gallon tank at 923 Pickle and one 4000 gallon tank at Straight Length Pickle. The tanks, including the sludge, are emptied once per year during shut down. Approximately 5,000 gallons of waste alkaline degreaser is shipped to Bridgeport United Recycling approximately one time per year.
   Waste Determination: This material is Connecticut Regulated CR04.

9. **Soap Tank**
   There are two soap tanks in the plant near the pickle lines. They are used to wash and lubricate the wire before going into the dies. The soap tank is emptied and disposed every two or three years.
   Waste Determination: Soap tank solution is hazardous for lead (D008).

10. **Parts Washer Solution**
    There are approximately 12-15 parts washing stations throughout the plant in the Machine Shop, the Extrusion Department, the Rod Mill, the Casting Department, the Boiler House, and the Die Department. Tanks range in size from 15 gallons to 42 gallons. Hubbard Hall maintains these stations. Every 60 to 90 days they bring in clean solution and take the dirty solution to United Oil Recovery.
    Waste Determination: Parts Washer Solution is Connecticut Regulated CR02.

11. **Hazardous Waste Tank**
    Water based oils are used as cutting solutions and were formerly disposed of in the Hazardous Waste Tank ("black tank") located in the southeast corner of the Rod Mill. This tank is currently empty and has not been used since approximately 2003 because soluble oils are now filtered and reused.

12. **Used Oils**

Rod Mill Used Oil: Hydraulic oil is piped from a main pump to various machines, and is re-circulated after being filtered for the Extrusion Mill and Rod Mill. Spent hydraulic oil from throughout the plant is stored in a 5,000 gallon tank in the Rod Mill "Red Tank". Soluble oil solutions should never be placed in this tank nor should oil/water mixtures.
Waste Determination: Rod Mill Used Oil is a Connecticut Regulated Waste, CR02.

10 Stand Waste Oil: The 10 Stand in the Rod Mill has a production lubricant and coolant that becomes a waste source when it is changed. Once every year or two the 1500 gallon tank is emptied.
Waste Determination: 10 Stand Oil is a Connecticut Regulated Waste, . CR02

Extrusion Mill Waste Oil: This 2500 gallon waste oil tank is located in the southeast corner of the Extrusion Mill. It contains spent hydraulic oil to be recycled.
Waste Determination: Extrusion Mill Waste Oil is managed as Used Oil and is a Connecticut Regulated Waste, CR02.

13. Oily Soaked Solids & Floor Sweepings

Floor sweepings are the result of general housekeeping and originate throughout the plant. This waste includes speedy dry, rags, miscellaneous industrial wastes, dust and dirt. This also includes oil filters from oil filtration units. This waste is collected in satellite locations throughout the plant and combined in the 20 cubic yard roll-off. ACB ships approximately 15,000 pounds of oily debris to Jones Environmental Services approximately four times per year.
Waste Determination: This material is considered a hazardous waste for cadmium (D006), chromium (D007) and lead (D008).

14. Kester 3345 Flux

Kester 3345 Flux is a strong inorganic acid flux (approximately 100 gallons) located off the tin line. Spent flux is removed from the tinning line and transferred to the wastewater treatment plant in two drums once or twice a year.

15. Fluorescent and Incandescent lamps

Waste Fluorescent and Incandescent lamps, which are used to light the entire facility, are generated through routine maintenance. Waste lamps are classified as Recycled Universal Waste as adopted by the Universal Waste Rule. Waste lamps are stored in fiber recycling drums that could be found in the designated hazardous waste storage area located in the electric department. ACB generates approximately 800 pounds of waste lamps per year. Fluorescent and Incandescent lamps are shipped to Northeast Lamp Recycling.

Waste Determination: Fluorescent and Incandescent lamps are a Universal Waste. See Attachment B for further information regarding Universal Waste.

16. Used Batteries

Used batteries for recycling are classified as Recycled Universal Waste as adopted by the Universal Waste Rule. When new batteries are purchased the old battery is removed, eliminating onsite storage. Service Auto of Ansonia is the current battery vendor for ACB. ACB estimates 25 batteries are purchased and exchanged each year.

Waste Determination: Used batteries are a Universal Waste. See Attachment B for further information regarding Universal Waste.

17. Used Electronic Components

Used electronic components used for recycling are classified as Universal Waste pursuant to RCSA 22a-449(c) –113(a)(2)(B) and are subject to management under 40 CFR 273. The waste electronic components included in Universal Waste are monitors, key boards, hard drives or various production equipment components. ACB anticipates an increase in this waste in 2005 due to equipment upgrade. This material will be sold to Advanced Recycling.

Waste Determination: Electronic components are a Universal Waste. See Attachment B for further information regarding Universal Waste.

18. Fluorescent Light Ballasts

Routine plant maintenance results in the generation of used fluorescent light ballasts that contain small capacitors. Ballasts are recycled by reclaiming component parts for reuse and refurbishment. Per Robert McGann, Systems Engineering Manager, due to previous facility re-lamping, ACB currently has no PCB containing ballasts. ACB will be re-lamping large areas of the facility in 2005.

Waste Determination: Fluorescent light ballasts are a Universal Waste. See Attachment B for further information regarding Universal Waste.

19. Mercury Scrap

General Description: Mercury scrap is produced in the testing laboratory when various alloys manufactured by ACB are quality tested by soaking them for 30 minutes in a solution of 1% mecurous nitrate. After testing, these scraps are hazardous waste due to the mercury content. They cannot be recycled because mercury has a highly corrosive effect on copper. Since the alloys tested contain lead, the scrap copper is also considered hazardous for lead. Scraps are collected and shipped annually to Jones Environmental Services for treatment.

Waste Determination: This material is considered hazardous waste for mercury (D009) and lead (D008).

20. Miscellaneous Lab Wastes

The 2003/2004 Biennial Report for ACB lists a number of low volume hazardous wastes generated in the testing lab. These include:

Trichloro-1,1,2 Tri-fluoroethane lab waste	5 gallons
Sodium Dichromate, chromium trioxide, oxidizing liquid	5 gallons
Oxidizing liquid of silver nitrate and potassium permanganate	5 gallons

Corrosive liquid, hydrochloric acid, sulfuric acid	5 gallons
Liquid cyanide	10 gallons
Glacial acetic acid	0.5 gallons
Caustic alkali liquids labpack	3.1 gallons
Liquid labpack (lead)	0.5 gallons

These materials are clearly identified in the lab and do not require additional testing when disposed. They are generated in low volumes and are shipped to an appropriate facility, such as Jones Environmental Services or Pollution Control Industries.

Waste Determination: Various hazardous waste classifications including D001, D002, D003, D007, D008, D011, F002, P098, P106.

21. Asbestos

Very small amounts (approximately 1 cubic yard per year) of waste asbestos are produced at ACB, originating primarily from pipe insulation, particle board and other construction materials. This material is shipped to Valley Landfill.

Waste Determination: This material is a Connecticut Regulated waste CR05, Waste Chemical Solid.

22. Scrap Wood

Wood is used at ACB as a packing material for boxes and crates. Wood scraps and debris are accumulated outdoors alongside the flood-wall near the bridge in a scrap wood dumpster. The scrap wood dumpsters are then removed by "Call Peter".

Waste Determination: Scrap wood is not hazardous, Connecticut Regulated, or Universal Waste.

23. Cardboard

Cardboard is used at ACB as a packing material for materials shipped, received and stored. Clean, used cardboard is recycled. If it becomes contaminated with oil and grease it is disposed of with "Oily Soaked Solids & Floor Sweepings." A 40-yard compacted roll-off is shipped from ACB by American Disposal Systems for recycling every 6 weeks (approximately).

Waste Determination: Clean, used cardboard is not hazardous, Connecticut Regulated, or Universal Waste.

24. Trash

Trash is generated in various office and plant activities and is similar to residential refuse. Trash is taken by American Disposal Services and incinerated.

Waste Determination: Trash is not hazardous, Connecticut Regulated, or Universal Waste.

g. For each legal action brought against current or prior owners, tenants, or site operators/managers of the Site regarding Site operations, permitting, or environmental matters, provide…

There are six NOV's filed for the site related to NPDES violations.

- 2/7/2007 Enforcement Action I : NOVWRIN07010
- 9/7/2011 Enforcement Action ID: NOVWRIN11019
- 9/30/2011 Enforcement Action ID: NOVWSWDS11072
- 10/29/2007 Enforcement Action ID: NOVWRIN07042
- 4/3/2007 Enforcement Action ID: NOVWRIN07013EF
- 12/4/2007 Enforcement Action ID: NOVWRIN07017EF

7. RESPONDENT'S WASTE AND WASTE STREAMS

a. Completed the enclosed "Waste Survey" …

See Table Below

b. For each type of waste from Respondents operations, including but not limited to all liquids, sludges and solids, provide the following information: …

Solid Waste Handling

Numerous drums of metal cuttings, scrap metal bins, and satellite collection drums for oily waste were observed throughout the main building. According to the plant supervisor, metal cuttings and scrap metal are typically recycled at the Ansonia plant. The following lists solid waste handling and current status for either hazardous or Connecticut Regulated disposal or recycling:

Item	**Status**
waste	
Refractory	recycled
Wastewater treatment filter cake	recycled
Mercury scrap	D008, D009 hazardous
waste	
Zinc bag-house dust	recycled
Cadmium bag-house dust	D006 hazardous waste

Scrap metal bins are located throughout the plant.

A major storage area for solid waste and recyclable materials is located on the east side of the casting shop.

An approximate 500 cubic yard pile of soils accumulated through various construction related excavations is located on the extreme northern portion of the Site.

Chemical Waste Generated

Satellite waste collection areas are located throughout the production areas of the plant. A designated Hazardous Waste Storage area is located at the north end of the Lumber Storage building. The following lists chemical waste handling and current status for either hazardous or Connecticut Regulated disposal or recycling:

Item	**Status**
Soluble Oil	D008 hazardous waste
Waste Oil	CT Reg. CRO2
10 stand Oil	CT Reg. CRO2
Alkaline Degreaser	D006, D008, hazardous waste
Cooling tower water	D006 hazardous waste
Waste fuel	CT Reg. CRO2

See following table:

	Waste Stream	Generating Process Description	Waste Classification	Method of Determination	Storage Mode	Generation Rate (2004 unless noted)
1	Skimming & Metals: Ash, Copper Scale & Oxides, Tin Dross, Scrap Alloys, Copper Mud from Tanks	Production of a wide variety of copper alloy products	Recycled materials.	Knowledge of process.	gaylords dump tubs drums 20 yard roll off	Approximately 100,000 pounds per month
2	Cadmium Bag House Dust	Bag House Dust collected from casting operations	D006, D008	Laboratory Results, CET Report	DOT approved Super Sack	33,392 pounds
3	Zinc Bag House Dust	Bag House Dust collected from casting operations	Non-hazardous because recycled. D006, D008 if spilled or disposed.	Laboratory Results, CET Report # 04040861	DOT approved Super Sack	34,030 pounds (January through April 2005)
4	Copper Hydroxide Filter Cake	Water Treatment Plant	Non-hazardous because recycled. D006, D008 if spilled or disposed.	Laboratory Results, CET Report # 04040861	Plastic storage totes 1.5 cubic yards	37,430 pounds
5	Furnace Lining & Refractory	Casting	Recycled and reclaimed	Knowledge of process.	Metal boxes or as single large piece on floor	89,620 pounds
6	Casting Cooling Tower Sludge	Sediment from bottom of cooling tower tank	Anticipate D006,	Test prior to disposal	Pumped directly into tanker from cooling tower. Not stored on site.	Last cleaned August 2001 (4250gal/1200 lbs).
7	Steel Scrap & Empty Drums	Clean and dry steel scrap and empty/clean drums are crushed	Recycled for metal value	Knowledge of process	gaylords metal totes 20 yard roll off	Approximately 210,000 lbs/year

8	Alkaline Degreaser	Pickle line	CR04	Laboratory Results, CET #04050740	1000 gallon tank 4000 gallon tank	4,050 gallons
9	Soap Tank	Pickle Line	D006, D008 or CR04?	Laboratory Results, CET #04080109	1000 gallon tank 650 gallon tank	Tanks emptied every 2-3 years
10	Parts Washer Solution	Various parts washing stations throughout the facility	CR02	Replaced and shipped by Hubbard Hall	In parts washing stations throughout facility; no additional storage.	1515 gallons
11	Hazardous Waste Tank	Spent soluble oil solutions	D008	Laboratory Results	2500 gallon tank	
12	Waste Oil	Rod Mill Spent hydraulic oil, various sources	Non-Hazardous CR02, Connecticut Regulated	Laboratory Results, CET #04050740	Tank	5000 gallons
		10 Stand	Non-Hazardous CR02, Connecticut Regulated	Laboratory Results, CET #04100461	10 Stand 1500 gallon tank	1500 gallons per load every two years
		Extrusion Mill	D006, D008	Laboratory Results, CET#06040183, #06050031	Tank	3150 gallons
		Coolant Tank	Non-Hazardous CR04, Connecticut Regulated	Manifest	Tank	1000 gallons
13	Oily Soaked Solids & Floor Sweepings	Floor sweeping, various machine maintenance	D006, D007, D008	Laboratory Results, CET #4050740	55 gallon drum gaylord 20 yard roll off	50,520 pounds
14	Kester 3345 Flux	Tinning Line	Acid, corrosive D002	Knowledge of process	Drums	2 drums per year

	Waste Stream	Generating Process Description	Waste Classification	Method of Determination	Storage Mode	Generation Rate (2004 unless noted)
15	Fluorescent/Incandescent Regulated Lamps	Lighting maintenance	Recycled Universal Waste	Knowledge of process	drums	800 pounds
16	Automotive Batteries for Recycling	Used batteries for recycling as adopted by the Universal Waste Rule	Universal Waste Recycled	Knowledge of process	Skids, Plastic Containers	Approximately 25 batteries per year
17	Used Electronic Components	Used electronic components such as monitors, hard drives, and keyboards, equipment to be recycled for reuse	Recycled Universal Waste	Knowledge of process	skids	Minimal 2004 Upgrade in 2005
18	Fluorescent Light Fixture Ballasts	Used fluorescent light ballasts which contain small capacitors. Ballasts to be recycled reclaiming component parts for reuse and refurbishment. No PCB ballasts.	Universal Waste	Knowledge of process	30-yard roll off	Re-lamping scheduled to complete May 2005
19	Mercury Scrap	Specialized laboratory testing of ACB products	Hazardous for mercury, D009	Knowledge of process	drums	0 in 2004/2005
20	Miscellaneous Lab Waste	Specialized testing of ACB products	Various hazardous classifications including: D001, D002, D003, D007, D008, D011, F002, P098, P106	Knowledge of process	Containers appropriate for specific chemical	34 gallons in 2003
8	Asbestos	Pipe insulation, various particle board, other solids	CR05	Knowledge of process	gaylord bags	1.5 cubic yards (through April 2005)
21	Scrap Wood	Plant wide spent wood from pallets, boxes and shipping containers	Non hazardous Not Connecticut Regulated Not Universal Waste	Knowledge of process	dumpster	Approximately 2 30-yard dumpsters twice per month
22	Cardboard	Clean dry cardboard	Recycled	Knowledge of process	40-yard compacting roll off	Roll off ships approximately every 6 weeks
23	Trash	Various offices throughout the facility	Non-industrial, not hazardous waste or CT Regulated; similar to residential	Knowledge of process	dumpster	1 dumpster 3 times per month

8.RESPONDENTS DISPOSAL/TREATMENT/STORAGE/RECYCLING/SALE OF WASTE

a. Identify all individuals who had responsibilities for the disposal, treatment, storage, recycling or sale of Respondents wastes at the Site.

Lawrence Ford retired former V.P Operations for Ansonia Copper & . Brass, Inc
Steve Cronk Director of Safety
Robert McGann Engineering Manager Ansonia Copper & Brass, Inc.

b. Identify of all individuals who had knowledge of the disposal, treatment, storage, recycling or sale of Respondents wastes at the Site.

Lawrence Ford
486 Lakeside West
Waterbury, Ct.
203-574-3138

Steve Cronk
203-494-0265
No Address or email

Robert McGann
323 Lounsbury Drive
Waterbury, Ct 06706
203-619-1567

Steve Daniels former engineer at FSS
Facility Support Services
2685 State Street
Hamden, Ct
203-288-1281

Santo Manicone former principal at FSS
Facility Support Services
2685 State Street
Hamden, Ct
203-288-1281

c. Identify all individuals who currently have and those who have had responsibility for Respondents environmental matters.

Lawrence Ford
Santo Manicone
Steve Daniels
Steve Cronk

9. SITE CHARACTERISTICS

a. Describe the physical layout and characteristics of the property, for each three-year period during the period being investigated, including but not limited to: ...

i. The Ansonia Copper and Brass (ACB) plant is made up of seven main structures including the subject Site approximate 117622 sq. ft. Casting Shop building, an approximate 175,000 sq. ft. Extrusion Mill building, an approximate 70,000 sq. ft. Flat Wire building, an approximate 70,000 sq. ft. Engineering building, an approximate 210,000 sq. ft. rod mill building, an approximate 31,000 sq. ft. carpentry shop and storage building, and an approximate 16,000 sq. ft. office building. The property also contains a fuel oil and gas fired steam generating Powerhouse, waste water-processing plant, and paved driveway and parking areas. The Naugatuck River borders the ACB complex to the west and north. A railroad corridor separates the 75 Liberty Street and 7 Riverside Drive parcels running from north to south. A bridge over the Naugatuck River provides access to the west side of the Naugatuck River and is the main entrance to the plant. A cement and earthen flood wall is emplaced along the east and west sides of the Naugatuck River. A bridge connects 7 Riverside Drive to the main plant campus. There are two overhead bridges connecting facilities on either side of the rail line that carry electrical cables. There are property gates at the extreme NE corner of the property; gates at the middle of the East side near the Admin building; and a gate at the SE corner of the site.

ii. There is an underground storm-water system. There is a sanitary sewer system on site. To my knowledge there are no leach fields or septic systems. I have been told there were settling ponds and a substantial number of UST's primarily for oil and gas used at the site. The site has been used for metalworking since the 1880's. I unaware of any water wells.

b. Provide all maps in your possession depicting each of these characteristics and its location on the property.

File 14 Ansonia Site Maps

c. Describe all leaks, spills, or releases at or from the property of materials that were or may have been hazardous, toxic, flammable, reactive, or corrosive, or may have contained hazardous substances, including but not limited to: ...

The Site is listed on the State Spills database for the following (by year):

- o 1991: 1,500-gallon spill of acetic waste (sludge materials - heavy metals) to outfall that leads to the River
- o 1992: 30-gallon spill of sulfuric acid inside building
- o 1993: 20-gallon spill of hydraulic oil
- o 1993: 10-gallon spill of hydraulic oil to the Naugatuck River

- o 1993: 5-gallon spill of petroleum product to a storm drain
- o 1993: 2-gallon spill of sulfuric acid to the pavement
- o 1994: 400-gallon spill of hydraulic oil/water to tail race that leads to the Naugatuck River
- o 1994: 200-gallon spill of water soluble oil to drainage system
- o 1995: 1,000-gallon spill of hydraulic oil to the ground
- o 1995: 70-gallon spill of diesel fuel to a manhole that discharged to the Naugatuck River
- o 1996: no information reported for this unidentified spill
- o 1997: 5-gallon cadmium spill to a storm drain that leads to the Naugatuck River
- o 1998: Spill (unknown quantity) of pickling acid bath rinse water, sulfuric acid and some heavy metals
- o 1999: 10-gallon spill of cutting oil
- o 2005: 1,000-gallons of water with copper and a pH of 2 overflowed from the equalization basin
- o 2007: 4-ounce mercury spill to ground
- o 2011: An unknown quantity of an unknown oxidizers was released as a result of a fire

d. Describe and provide the dates of all activities undertaken by Respondents and others to: 1) address all leaks and 2) to prevent a threatened leak…

Refer to attached documents:

File 15
Storm Water Pollution Prevention Plan
Spill Pollution Control & Countermeasures and Emergency Response

e. No documents could be located.

f. The condition of the property was described at the time of the sale by ARCO/BP. This evaluation was performed by Fuss & O'Neill and is contained in two files.

File 18 Environmental Assessment Vol. 1
File 19 Fuss & O'Neill Environmental Assessment.

A Phase I evaluation of the Ansonia site of Ansonia Copper & Brass, Inc. was Performed and reported in 2002.

File 20 Phase I 2002

Question 10. Information from Others

I have supplied all names and contact information for individuals who have either provided the information, or analyzed and presented information for the answers to the questions. Contained in this Questionnaire.

11. Compliance with this Request

Kevin Bogue Environmental firm
Platform Environmental
122 Wildwood Rd.
Meriden, Ct. 06450
203-440-9705
Reviewed my environmental files and he reviewed data in his possession. He prepared the responses from Question 6 thru Question 10.

Steve Turner Chief Financial Officer Ansonia Copper & Brass, Inc.
323 Woodpond Rd.
Cheshire, Ct
203-272-2835
Steve was the Chief Financial Officer for Ansonia Copper & Brass, Inc. He supplied the insurance policies information, incorporation details, some of the Del Mar Agreement information and McGee Family Holdings I and II information.

William Wolf
Suite 1600
900 N. Michigan Avenue
Chicago, Illinois 60611
312-648-6810
William Wolf was the Manager of BW Metals. This LLC was a partner in BWM Metals. William furnished the ASM Asset Purchase Agreement and the CUNICasting, LLC documents.

Morris MacLeod Del Mar Asset Management
60 East 42nd Street
One Grand Place
New York, NY 10165
212-476-8832
Morris was the principal contact for all of Ansonia Copper & Brass, Inc. loan management. He provided the loan documents provided in this write-up. .

The information system of Ansonia Copper & Brass, Inc. has been retained. I have not accessed this material as it requires significant IT skills, both hardware and software.

12. <u>Document Retention</u>
I have not been able to locate a specific documentation policy. I am unaware if any of the requested records were destroyed. I believe that all available information has been supplied in this report.

I have included the signed Declaration as a file in

File 23 Personal Declaration

DEL MAR MASTER FUND, Ltd., as Lender
with
ANSONIA COPPER & BRASS, INC.

Closing Document Index

October 18, 2007

PART I: PARTIES

Borrower

Ansonia Copper & Brass, Inc. 75 Liberty Street Ansonia, Connecticut 06401	"Borrower"

Guarantors

Raymond L. McGee 934 Boston Post Road Madison, Connecticut 06443	"McGee"
AW Ansonia Generation. LLC 75 Liberty Street Ansonia, Connecticut 06401	"AW Ansonia"

Lender

Del Mar Master Fund, Ltd. 711 5th Avenue New York, New York 10022	"Lender"

Counsel to Borrower and Guarantors

Reid and Riege, P.C. One Financial Plaza Hartford, Connecticut 06103	"R&R"

Counsel to Lender

Otterbourg, Steindler, Houston & Rosen, P.C. 230 Park Avenue New York, New York 10169	"OSHR"

Existing Lender

Bank of America, N.A. "BofA"
as assignee of Banc of America Leasing & Capital, LLC
successor to Fleet Capital Corporation
200 Glastonbury Boulevard
Glastonbury, Connecticut 06033

Counsel to Existing Lender

Edwards Angell Palmer & Dodge LLP "EAPD"
111 Huntington Avenue
Boston, Massachusetts 02199

PART II: DOCUMENTATION

Document	Signatories
A. AMENDMENTS TO EXISTING LOAN DOCUMENTS	
1. Amendment No. 7 to Loan and Consignment Agreement, Consent and Reservation of Rights	AEP Lenders Agent Coll Agents Doc Agents
2. Warrant Agreement - Ansonia Copper & Brass, Inc.	Borrower Lender
3. Warrant Certificate - Ansonia Copper & Brass, Inc.	Borrower
4. UCC pre-filing authorization letter	
5. UCC Financing Statements	
6. Letter Agreement re: 90/10 split	AW Power Lender
B. GUARANTOR DOCUMENTS	
7. Guarantee of Validity of Raymond L. McGee	McGee
8. Limited Non-Recourse Guarantee of Raymond L. McGee	McGee
9. Pledge and Security Agreement of Raymond L. McGee	McGee
10. Termination of Guarantee	Lender
11. Guarantee of AW Ansonia	AW Ansonia
12. Pledge and Security Agreement of AW Ansonia	AW Ansonia
13. Warrant Agreement - Ansonia Generation LLC	Guarantor Lender McGee
14. Warrant Certificate - Ansonia Generation LLC	Guarantor

Document	Signatories
C. AUTHORIZATION DOCUMENTS	
15. Unanimous Written Consent of Shareholders and Directors of Ansonia Copper & Brass, Inc.	
16. Consent to Action - AW Ansonia Generation LLC	
17. Consent to Action Ansonia Generation, LLC	
18. Consent and Agreement - SR Ansonia Generation LLC	
D. PURCHASE AND SALE DOCUMENTS WITH B OF A	
19. Purchase and Sale Agreement	BofA Lender
20. Purchase Price Letter	BofA Lender
21. Allonge Endorsements	BofA
22. Transferred Rights Letter Agreement	BofA
23. Assignment of Mortgage - Ansonia, Connecticut	
24. Assignment of Mortgage - Waterbury, Connecticut	
E. EXISTING BANK OF AMERICA DOCUMENTS	
25. Loan and Consignment Agreement	
Amendment No. 1. to Loan and Consignment Agreement	
Amendment No. 2 to Loan and Consignment Agreement	
Amendment No. 3 to Loan and Consignment Agreement	
Amendment No. 4 to Loan and Consignment Agreement	
Amendment No. 5 to Loan and Consignment Agreement	
Amendment No. 6 to Loan and Consignment Agreement	

Document	Signatories
Revolving Loan Note A	
Amended and Restated Revolving Loan Note A	
Second Amended and Restated Revolving Loan Note A with Allonge, dated October 16, 2007	
Amended and Restated Revolving Credit Note B	
Term Promissory Note with Allonge, dated October 16, 2007	
Equipment Loan Note	
Security Agreement	
Stock Redemption Agreement	
Subordination Agreement with Primac Ansonia LLC	
Reservation of Rights Letter, dated October 27, 2005, from BofA to Borrower and Guarantor	
Limited Guaranty Agreement of Raymond L. McGee	
Agreement Regarding Limited Guaranty Agreement	
UCC Financing Statements filed against Borrower in favor of BofA	
Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing with respect to property located in Ansonia, Connecticut	
Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing with respect to property located in Waterbury, Connecticut	
Title Insurance Policy relating to property located in Ansonia, Connecticut and Waterbury, Connecticut	
Intercreditor Agreement	

	Document	Signatories
	Letter Agreement, dated April 5, 2007, from BofA to and acknowledged by Borrower and Guarantor	
	Letter Agreement, dated April 12, 2007, from BofA to and acknowledged by Borrower	
	Subordination, Non-Disturbance and Attornment Agreement	
	Amended and Restated Subordination, Non-Disturbance and Attornment Agreement	
	Participation Agreement	
	Exclusive Option Agreement	
F.	**ADDITIONAL AMENDMENTS TO LOAN AGREEMENT**	
26.	Amendment No. 9 to Loan and Consignment Agreement, Consent and Reservation of Rights	

[Execution]

AMENDMENT NO. 7 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS

This AMENDMENT NO. 7 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS (this "Amendment") is dated as of October 18, 2007, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), RAYMOND L. McGEE (the "McGee"), AW ANSONIA GENERATION, LLC ("AW Ansonia", together with McGee, individually a "Guarantor" and collectively "Guarantors"), and DEL MAR MASTER FUND, LTD., ("Del Mar" or "Lender"), as assignee of BANK OF AMERICA, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation ("BoA"), and amends that certain Loan and Consignment Agreement, dated as of October 1, 2004, as previously amended, among Company and BoA (the "Loan Agreement").

WHEREAS, McGee is a party to a Limited Guaranty Agreement, dated as of October 1, 2004 (the "Guaranty Agreement") in favor of BoA;

WHEREAS, various Events of Default (as defined in the Loan Agreement) have occurred and are continuing under the Loan Agreement and, as a result of the occurrence and continuance of such Events of Default, Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding obligations of the Company, the right to terminate all credit facilities under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to take enforcement actions against the Company and the right to make demand for payment upon McGee;

WHEREAS, as of the date hereof, Lender has elected not to exercise its rights against the Company or McGee but expressly reserves the right to exercise any and all such rights at any time in the future subject to the terms and conditions of this Amendment;

WHEREAS, on September 12, 2007, BoA and Del Mar entered into a Participation Agreement (as hereinafter defined), pursuant to which Del Mar agreed to purchase a junior and subordinate interest in the Revolving Loans advanced by BoA to the Company and BoA agreed to advance to the Company the proceeds funded by Del Mar;

WHEREAS, as of the date hereof, Del Mar has purchased, and BoA has advanced to the Company, Supplemental Advances (as hereinafter defined) in the principal amount of $2,100,000;

WHEREAS, as of the date hereof, BoA has sold and assigned to Del Mar, all of its rights, title and interest in and to all of the Obligations, Loan Documents and Collateral and Del Mar is hereby replacing BoA as Lender; and

WHEREAS, the Company has requested, among other things, that Lender agree to certain amendments to the Loan Agreement and the other Loan Documents (as defined in the

Loan Agreement) to provide for a Supplemental Line Of Credit, which shall be effective as of September 12, 2007, subject to the terms and conditions and to the extent set forth herein, and Lender is willing to agree to make such amendments, subject to the terms and conditions and to the extent set forth herein ;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Acknowledgments

(a) Acknowledgment of Obligations. The Company and each Guarantor hereby acknowledge, confirm and agree that as of the close of business on October 17, 2007, the Company and McGee are indebted to Lender for obligations in the aggregate principal amount of not less than $6,874,340.32, which amount consists of Revolving Loans in the aggregate principal amount of $4,768,000 Term Loans in the aggregate amount of $22,918.84, and Supplemental Advances in the aggregate principal amount of $2,106,340.32, and that such principal amount together with all interest accrued and accruing thereon, and all costs, fees, expenses and other charges now or hereafter payable by the Company and McGee to Lender, is, as of the date hereof, unconditionally owing by the Company and McGee to Lender, without offset, defense or counterclaim of any kind, nature or description whatsoever. The Company and each Guarantor acknowledge, confirm and agree that the obligations, liabilities and indebtedness of each of them to Lender for the payment and performance of the Obligations pursuant to the Loan Documents are unconditionally owing to Lender without offset, defense or counterclaim of any kind, nature or description whatsoever.

(b) Acknowledgment of Security Interests. The Company and each Guarantor hereby acknowledge, confirm and agree that Lender has and shall continue to have valid, enforceable and perfected liens upon and security interests in the assets and properties of the Company heretofore granted to Lender, pursuant to the Loan Documents or otherwise granted to or held by Lender.

(c) Binding Effect of Documents. The Company and each Guarantor hereby acknowledge, confirm and agree that: (a) each of the Loan Documents (including, all agreements, documents and instruments executed and/or delivered in connection therewith or related thereto) to which it is a party has been duly executed and delivered to Lender, and each is in full force and effect as of the date hereof, (b) the agreements and obligations of the Company and each Guarantor contained in such Loan Documents constitute the legal, valid and binding obligations of the Company and each Guarantor, as the case may be, enforceable against them in accordance with their respective terms and the Company and each Guarantor, as of the date hereof, have no valid defense to the enforcement of such obligations, and (c) Lender is and shall be entitled to the rights, remedies and benefits provided for in the Loan Documents and applicable law.

(d) Acknowledgment and Consent to Assignment. The Company and Guarantor hereby acknowledge and consent to the assignment by BoA to Del Mar of all rights, title and interest of BoA in, to, and under the Obligations, the Collateral, the Loan Agreement, the Security Agreement, the Guaranty Agreement and the other Loan Documents and agree that Del Mar shall be deemed to be a party and to be entitled to all of the rights, interest and benefits of BoA in, to, and under the Loan Agreement, the Security Agreement, the Guaranty Agreement and the other Loan Documents.

3. Amendments to Definitions.

(a) Section 1.8 "Borrowing Formula A" is hereby deleted in its entirety and the following is substituted therefore:

> "Borrowing Formula A" means the sum of (i) one hundred (100%) percent of the book value of Receivables (net of any adjustments for uncollectability); plus (ii) one hundred (100%) percent of the value of the Inventory, which shall be the sum of (A) the spot close price as set by COMEX on the valuation date for Copper multiplied by the number of pounds of Copper in Inventory and (B) the LME Official Cash Price on the valuation date for Nickel multiplied by the number of pounds of Nickel in Inventory; minus (iii) a reserve to the extent Lender determines, in the exercise of its good faith discretion, that the value of any of the Receivables or Inventory is less than the value reported on the Borrowing Base Certificate.

(b) Section 1.54 "Lenders" is hereby amended by deleting all references to "BoA" and replacing such references with "Del Mar".

(c) Section 1.55 "Lenders' Addresses" is hereby amended by deleting subsections (a) and (b) in their entirety and replacing it with the following:

Del Mar Master Fund, Ltd.
711 Fifth Avenue
New York, New York 10022
Attention: Kenneth Grossman
Telephone: 212-328-7155
Facsimile: 212-328-7128
Email: Kgrossman@delmarasset.com

Del Mar Master Fund, Ltd.
711 Fifth Avenue
New York, New York 10022

Attention: Marc Simons
Telephone: 212-328-7140
Facsimile: 212-328-7128
Email: Msimons@delmarasset.com

(d) Section 1.78 "Revolving Loan A Borrowing Limit" means the lesser of (i) $4,750,000, or (ii) Borrowing Formula A.

4. Amendment to Section 4.1. Section 4.1 of the Loan Agreement is hereby amended by deleting subsection (a) in its entirety and replacing it with the following:

"(a) Subject to the terms and conditions herein set forth, the Lender shall make advances to the Company from time to time prior to the Maturity Date as are requested by the Company in the manner set forth herein, so long as the Revolving Loan A Indebtedness does not at any time exceed the Revolving Loan A Borrowing Limit. Within the Revolving Loan A Borrowing Limit, the Company may borrow, repay and reborrow under this Paragraph 4.1 (a) Lender shall have the right to establish reserves in accordance with the terms of Borrowing Formula A."

5. Advances. Section 4 of the Loan Agreement is hereby amended to add the following Section 4.12:

"4.12 Supplemental Advances. In addition to the Revolving Loans, which have been made by Lender to the Company pursuant to paragraph 4.1 of the Loan Agreement, Lender agrees to make additional Supplemental Advances (as hereinafter defined) to the Company in accordance with the following terms:

(a) "Supplemental Advance Limit" shall mean $3,500,000 Million.

(b) "Supplemental Advances" shall mean Revolving Loans made by Lender to the Company, on a revolving basis, in addition to the Revolving Loans, which have been made by Lender to the Company in amounts in excess of the amounts otherwise available to the Company under Borrowing Formula A in an amount not to exceed the Supplemental Advance Limit.

(c) "Supplemental Advance Termination Date" shall mean the earlier of (i) April 1, 2008 or (ii) the occurrence or the existence of an Event of Default (other than the Existing Defaults).

(d) "Participation Agreement" shall mean that certain Participation Agreement, dated as of September 12, 2007, executed and delivered by Del Mar in favor of BoA.

(e) "Supplemental Lender" shall mean Del Mar.

(f) "Supplemental Advances."

(i) In addition to the Revolving Loans, which may be made by Lender to the Company pursuant to Section 4.1 of the Loan Agreement and upon the request of the Company, made at any time and from time to time prior to the Supplemental Advance Termination Date, subject to the terms and conditions contained herein and any other Loan Documents, Lender has agreed to make Supplemental Advances to the Company in an amount in excess of the amount otherwise available to the Company pursuant to Borrowing Formula A as set forth in Section 4.1 of the Loan Agreement (as calculated by Lender, subject to the sublimits and reserves established pursuant to the Loan Agreement) up to the aggregate amount not to exceed the Supplemental Advance Limit as then in effect. Notwithstanding anything to the contrary set forth herein, in no event shall the sum of the aggregate amount of outstanding Supplemental Advances, plus the aggregate amount of all other outstanding Revolving Loans, including the Supplemental Advances, and Term Loans at any time exceed the amount of $8,250,000.

(ii) Supplemental Advance Limit; Collateral. Except in Lender's discretion, the Company shall not have any right to request or receive, and Lender shall not make, any Supplemental Advance in excess of the Supplemental Advance Limit as then in effect or at any time after the Supplemental Advance Termination Date. The Supplemental Advances shall be secured by all Collateral.

(iii) Payment in full on Supplemental Advance Termination Date. Unless sooner demanded by Lender in accordance with the terms of the Loan Agreement and the other Loan Documents, or as otherwise due as provided above, all outstanding and unpaid Obligations arising pursuant to the Supplemental Advances, including, but not limited to, principal, interest, fees, costs, expenses and other charges hereof payable by the Company to Lender including without limitation, the fees and expenses of Supplemental Lender (collectively, the "Supplemental Advance Obligations") shall automatically, without notice or demand, be absolutely and unconditionally due and payable and the Company shall pay to Lender in cash or other immediately available funds all of the then outstanding Supplemental Advance Obligations on the Supplemental Advance Termination Date. Notwithstanding the foregoing, the Company shall have the right to repay in cash the outstanding and unpaid Supplemental Advance Obligations and to permanently reduce the Supplemental Advance

Limit to the extent the principal amount of the Supplemental Advances has been indefeasibly repaid.

(iv) Additional Event of Default. The Company acknowledges and agrees that, notwithstanding anything to the contrary contained in the Loan Agreement or the other Loan Documents, the failure of the Company to pay all of the Supplemental Advance Obligations in accordance with the terms of this Amendment shall constitute an Event of Default.

6. Financial Covenants. Section 14.27 "Minimum Fixed Charge Coverage", is hereby deleted in its entirety and the following is substituted therefor:

14.27 Budget.

(a) The Company has prepared and delivered to Lender a preliminary thirteen (13) week Budget, a copy of which is annexed hereto as Exhibit "A" (the "Budget"). The Budget has been thoroughly reviewed by the Company and its management and, and among other categories, sets forth for the periods covered thereby: (i) projected weekly Sales and Collections for each week commencing with the week ending October 19, 2007, (ii) projected weekly cash operating expenditures for each week commencing with the week ending October 19, 2007, (iii) projected aggregate principal amount of outstanding Revolving Loans for each week commencing with the week ending as of October 19, 2007, (iv) projected weekly amounts of Receivables and Inventory for each week commencing with the week ending October 19, 2007, (v) projected weekly amounts of Supplemental Advances extended to the Company in accordance with the terms, conditions and formulae of the Loan Agreement for each week commencing with the week ending October 19, 2007, and (vi) projected monthly amount of EBITDA and Gross Margin for each month commencing with the month ending October 31, 2007 (collectively, the "Projected Information"). By no later than (x) 5:00 p.m. (Eastern time) on the Tuesday of each week commencing on October 30, 2007, the Company shall furnish to Lender, in form and substance satisfactory to Lender, a report that sets forth for the period under review, a comparison of the actual sales, cash receipts, cash operating expenditures, Receivables and Inventory, Revolving Loans and Term Loans and Supplemental Advances to the Projected Information set forth in the Budget for each prior week and for the prior four (4) week period, and (y) the last business day of each month for the immediately preceding month a comparison of actual EBITDA and Gross Margin to projected EBITDA and Gross Margin for such month set forth in the Budget, together in each case with a certification from the chief financial officer of the Company as to whether a Material Budget Deviation has occurred. The Company shall prepare and present to Lender on the last business day of each month an updated Budget, which reflects the Projected Information for an additional thirteen (13) week period.

(b) Material Budget Deviation. For the cumulative trailing four (4) week period (the "Test Period") commencing with the week ending October 26, 2007, and on the Friday of each week thereafter, it shall constitute a material deviation from the Budget (a "Material Budget Deviation") and an additional Event of Default under the Loan Agreement if, at the end of such week (1) the actual aggregate Sales reported at the end of such Test Period are less than eighty (80%) percent of the projected aggregate weekly Sales reported at the end of

such Test Period set forth on the Budget; or (2) the actual aggregate cash operating expenditures, at the end of such Test Period exceed one hundred and twenty (120%) percent of the projected cash operating expenditures for such Test Period set forth on the Budget, or (3) the actual aggregate amount of Receivables and Inventory are less than eighty (80%) percent of the projected aggregate amount of Receivables and Inventory at the end of such Test Period, or (4) for each month commencing with the month of November 2007, and on the last business day of each month thereafter, it shall also constitute a material deviation from the Budget (also a "Material Budget Deviation") and an additional Event of Default under the Loan Agreement if, at the end of such preceding month, the actual aggregate amount of EBITDA as of the end of such month is less than eighty (80%) percent of the projected EBITDA for such month.

(c) The Company and each Guarantor hereby confirms, acknowledges and agrees that (i) the occurrence of a Material Budget Deviation shall constitute an additional Event of Default and (ii) the failure to deliver any Budget or any reports with respect to any Budget, in form and substance satisfactory to Lender, as provided in Section 14.27(a) hereof shall constitute an Event of Default. Subject to the provisions of Section 14.27(b) above, the Company and each Guarantor represents that the Budget is achievable and will provide the Company with sufficient working capital to pay its projected operating expenses in the ordinary course of business. Notwithstanding any approval by Lender of the initial Budget or any subsequent or amended Budget(s), Lender will not, and shall not be required to, provide any Revolving Loans or Supplemental Advances to the Company, pursuant to the Budget, but shall only provide Revolving Loans and in accordance with the terms and conditions set forth in the Loan Agreement as amended by this Amendment and the other Loan Documents. Lender is relying upon the Company's delivery of, and compliance with, the Budget in accordance with this Section 5 in determining to enter into this Amendment.

7. Availability. Section 14.28 "Availability" is hereby deleted in its entirety and the following is substituted therefore "Reserved".

8. Extension of Maturity Date. Subject to the satisfaction of the terms and conditions set forth in Section 9, hereof, effective on the date of execution of this Amendment, the "Maturity Date" under the Loan Agreement shall be extended from May 31, 2007 to the earlier to occur of (a) April 1, 2008 and (b) the date of the occurrence of any Event of Default, other than the Existing Defaults. Notwithstanding anything to the contrary set forth in this Amendment, the Term Note or any other document or instrument executed or delivered by the Company or the Lender prior to the date of this Amendment, all Obligations of the Company of every kind (including, without limitation, obligations under the Revolving Loan A and the Term Loan) shall be due and payable in full on the earlier to occur of (i) April 1, 2008 and (ii) the date the Lender elects to accelerate the maturity of the Obligations, after the occurrence of any Event of Default other than the Existing Defaults by written notice to the Company.

9. Interest Rates. Effective as September 12, 2007, the outstanding principal balance of the Supplemental Advances shall bear interest at a rate per annum equal to fourteen (14%) percent. As of and from and after the date hereof all of the Obligations shall bear interest as follows:

(a) the outstanding principal balance of the Revolving Loans in the amount of $4,750,000 shall bear interest at a rate per annum equal to eight (8%) percent, and

(b) the outstanding principal amount of Revolving Loans in excess of the principal amount $4,750,000, shall bear interest at a rate per annum equal to fourteen (14%) percent, and

(c) the outstanding principal balances of the Term Loan shall bear interest at a rate per annum equal to eight (8%) percent.

10. Reservation of Rights/Forbearance.

(a) The Company and each Guarantor hereby acknowledges and agrees, by their execution of this Amendment, that various Events of Default (as defined in the Loan Agreement) have occurred and are continuing and, as a result of the occurrence and continuance of such Events of Defaults identified on Schedule 10.(a) hereto (the "Existing Defaults"), Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding Obligations of Company, the right to make demand for payment upon Guarantors, the right to impose the applicable default interest rate under the Loan Agreement, the right to refuse to make additional Revolving Loans or Supplemental Advances or extend further credit to the Company, and the right to take enforcement actions against Company, Guarantors and the collateral securing the Obligations. As of the date hereof, Lender has elected not to exercise any such rights, but expressly reserves the right to exercise any and all such rights at any time in the future, subject to the provisions of Section 10(b) below. The Company and each Guarantor, by their execution of this Amendment, hereby further acknowledge and agree that nothing in this Amendment or in any discussions between Lender and Company or between Lender and each Guarantor shall be construed as, and no failure or delay of Lender in exercising any rights or remedies against the Company or any Guarantor shall operate as a waiver of, any existing Events of Default, or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to Lender under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

(b) In reliance upon the representations, warranties and covenants of the Company and each Guarantor contained herein, and subject to the rights and remedies of Lender set forth in the Loan Agreement, as amended by this Amendment, Lender agrees to forbear from exercising its rights and remedies with respect to the Existing Defaults and to continue to provide funding to the Company, subject to the amendments and modifications contained herein, until the earlier of the following dates; (the "Termination Date");

(i) the Maturity Date; or;

(ii) the date of the occurrence of any Event of Default, other than the Existing Defaults.

(c) Upon the Termination Date, the agreement of Lender to continue to provide funding to the Company shall automatically and without further action terminate and be of no force and effect, it being understood and agreed that the effect of such termination will be to permit Lender to immediately exercise its rights and remedies under the Loan Documents, applicable law or otherwise.

(d) The Company and each Guarantor agree that all of the Obligations shall, if not sooner paid in accordance with the Loan Documents, be absolutely and unconditionally due and payable in full in cash by the Company and the Guarantors, subject to the limitations in each such Guarantee, to Lender on the Termination Date. In addition, at any time on or after the Termination Date, Lender may, at its option, terminate any provision of the Loan Agreement relating to future Revolving Loans or Supplemental Advances by Lender to the Company. No termination of the Loan Agreement or any provisions thereof or any of the other Loan Documents shall relieve or discharge the Company or any Guarantor of their respective duties, covenants and obligations under the Loan Agreement and the other Loan Documents until all Obligations have been indefeasibly paid and satisfied in full in immediately available funds on terms and conditions acceptable to Lender. The Company and each Guarantor hereby expressly waive any right to receive notification under Section 9-611 of the UCC or otherwise of any disposition of any Collateral by Lender or its designee, and waives any rights under Sections 9-620(e) and 9-623 of the UCC.

(e) Lender has not waived, is not by this Amendment waiving and has no intention of waiving, any Defaults or Events of Default that have occurred or which may be continuing on the date hereof or any Defaults or Events of Default, which may occur after the date hereof (whether the same or similar to the Existing Defaults or otherwise), and except as expressly set forth in Section 10(b) hereof solely with respect to the Existing Defaults, Lender has not agreed to forbear with respect to any of its rights or remedies concerning any Defaults or Events of Default, which may have occurred or are continuing as of the date hereof or which may occur after the date hereof.

(f) Subject to Section 10(b) hereof, Lender reserves the right, in its discretion or to the extent provided in the Loan Agreement, to exercise any or all of its rights and remedies under the Loan Agreement and the other Loan Documents as a result of any Defaults or Events of Default, which may be continuing on the date hereof or any Defaults or Event of Default, which may occur after the date hereof, and Lender has not waived any of such rights or remedies, and nothing in this Amendment, and no failure, delay or course of dealing on its part in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies. No single or partial exercise of any right of Lender shall preclude any later exercise of such right, and failure by Lender to require strict performance of any provision of the Loan Documents shall not affect any right of Lender to demand strict compliance and performance thereunder.

11. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the following conditions:

(a) Lender shall have received, in form and substance satisfactory to Lender, executed original counterparts of this Amendment, duly authorized, executed and delivered by each of Company and Guarantor;

(b) Lender shall have received, in form and substance satisfactory to Lender, warrants issued by (i) by the Company priced at .01 per share to acquire 40.00% of the fully diluted equity of the Company (the "ACB Warrants"), and (ii) warrants issued by Ansonia Generation, LLC ("AnGen") priced at .01 per unit of membership interests to acquire 40.00% of the fully diluted membership interests of AnGen (the "AnGen Warrants"). The AnGen Warrants

and ACB Warrants (the "Warrants") will not be exercisable for a period of two years from date of issue, other than in the event of certain liquidity events involving the issuer of such warrants, such as a sale of the shares of capital stock or of the membership interests or a sale of all or substantially all of the assets of such issuer. The Warrants shall be exercisable for a period of ten (10) years;

(c) a Guarantee of Validity duly executed and delivered by McGee;

(d) a Guarantee and Pledge and Security Agreement, in form and substance satisfactory to Lender, duly authorized, executed and delivered by Raymond L. McGee ("McGee"), as the sole member of AW Power Holdings, LLC, pledging as additional collateral, fifty (50%) percent of McGee's interests in and rights to receive the cash flows, dividends and distributions of AW Power Holdings, LLC (subject to the limitations set forth therein);

(e) A Guarantee and Pledge Agreement, in form and substance satisfactory to Lender, duly authorized, executed and delivered by AW Ansonia pledging as additional collateral all of its membership interests and the accompanying rights to any and all cash flows, dividends and distributions of AnGen;

(f) 13 week projections of the Company, which shall be in form and substance satisfactory to Lender and

(g) A Consent, in form and substance satisfactory to Lender, executed and delivered by the Managing Member of AnGen.

12. Financing of Ansonia Generation, LLC. Each of the Company, AW Ansonia and AnGen hereby grant Lender the exclusive third party right to arrange financing for AnGen. If Lender successfully arranges such financing, Lender shall be entitled to a fee in the amount of two (2%) percent of the amount of financing raised payable only from such financing, provided that Lender shall not be entitled to a fee in the event such financing is raised by the principals of AnGen.

13. Corporate Goveranance. So long as a majority of either of the ACB Warrants or the AnGen Warrants are outstanding, Del Mar shall be entitled to observer rights with respect to the Board of each of the Company and AnGen. If either the Company or AnGen is in default of any of its Obligations to Del Mar, Del Mar will be entitled to control two out of five board seats on the Board of Directors of the Company.

14. Refinancing. In connection with the Company refinancing all or a portion of the Revolving Loans and Supplemental Advances outstanding under the terms of the Loan Agreement, Lender has expressed its willingness to continue to provide up to $3,000,000 of continued financing subordinated to the liens of a replacement senior lender for a period consistent with the terms and conditions of the replacement senior facility provided that the terms of the replacement financing and the subordination of Lender's liens (including any intercreditor arrangements) are, in form and substance, acceptable to Lender and are consistent with Lender's customary terms and conditions for such facilities.

15. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and each Guarantor hereby ratifies, affirms, acknowledges and agrees that the Loan Agreement and the Security Documents represent the valid, enforceable and

collectible obligations of the Company and each Guarantor, and the Company and each Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement or the Security Documents. The Company and each Guarantor hereby agrees that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of the Lender, and such security interests, liens and rights are hereby ratified and confirmed by the Company and each Guarantor in all respects, and secure all Obligations of Company to Lender.

16. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and each Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Lender and, to the extent that the Company or any Guarantor have any such rights, the Company and each Guarantor hereby release, waive, and forever discharge Lender (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against the Lender.

17. Supplemental Lender Expenses. Section 18 of the Loan Agreement is hereby amended to insert "Supplemental Lender" after "Lenders" and to obligate Company to pay on demand all of Supplemental Lender's reasonable expenses, including, without limitation the fees of outside counsel, which shall be included as part of the Supplemental Advances.

18. Governing Law/Jurisdiction. Sections 19.1 and 19.2 of the Loan Agreement and the appropriate sections of the other Loan Documents are hereby amended to substitute the laws of the "State of New York" for the laws of the "State of Connecticut" and to substitute the "Courts of the State of New York and the United States District Court for the Southern District of New York" for the "Courts of the State of Connecticut or any Federal Court sitting therein".

19. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of New York (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by the Lender and Supplemental Lender in connection with this

Amendment and the transactions contemplated hereby upon submission to the Company of itemized invoices for such expenses up to a maximum amount of $125,000.

[THE REMAINDER OF THIS DOCUMENT INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name: Raymond L. McGee
Title: President

GUARANTORS

AW ANSONIA GENERATION, LLC

By: Member
Title: Raymond L. McGee, Member

Raymond L McGee
RAYMOND L. McGEE

LENDER

DEL MAR MASTER FUND, LTD.
As Assignee of Bank of America, N.A.

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name:
Title:

GUARANTORS

AW ANSONIA GENERATION, LLC

By: _____
Title: _____

_____
RAYMOND L. McGEE

LENDER

DEL MAR MASTER FUND, LTD.
As Assignee of Bank of America, N.A.

By: _____
Name: KENNETH S. GROSSMAN
Title: Managing Director

Execution Copy

WARRANT AGREEMENT

between

ANSONIA COPPER & BRASS, INC.

and

DEL MAR MASTER FUND, LTD.

Dated as of October 18, 2007

WARRANT AGREEMENT, dated as of October 18, 2007, between Ansonia Copper & Brass, Inc., a Delaware corporation (the **"Corporation"**), and Del Mar Master Fund, Ltd.., a Cayman Islands corporation (the **"Lender"**). Certain capitalized terms used herein are defined in Section 1 below. Each other capitalized term herein shall, unless otherwise herein defined, have the meaning ascribed thereto in that certain Debt Purchase Agreement, as of even date herewith (as amended, supplemented, restated, extended or otherwise modified from time to time, the "**Debt Purchase Agreement**"), among the Corporation, as borrower, the Lender and Bank of America, N.A. (**"Previous Lender"**).

WHEREAS, as partial consideration for the debt purchase and other financial accommodations made by the Lender to the Corporation pursuant to the Debt Purchase Agreement, the Corporation is required to issue to the Lender a warrant (the **"Warrant"**) entitling the holder thereof to purchase, upon the exercise thereof, shares of common stock, par value $.001 per share (**"Common Stock"**), of the Corporation that represent at the time of exercise, in the aggregate, forty percent (40%) of the aggregate shares of Common Stock, calculated on a fully-diluted basis (the "**Warrant Stock**").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereto agree as follows:

SECTION 1: DEFINITIONS

(a) For purposes of this Agreement, the following terms shall be understood as follows:

(i) "Equity Security" shall mean (A) shares of Common Stock or other equity interests in the Corporation (including other classes or groups thereof having such relative rights, powers and duties as may from time to time be established by the stockholders and the Board of Directors of the Corporation pursuant to the provisions of the Certificate of Incorporation of the Corporation, including rights, powers and duties senior to existing classes and groups of Equity Securities in the Corporation), (B) obligations, evidence of indebtedness or other securities or

interests, in each case, convertible or exchangeable into other Equity Securities of the Corporation and (C) warrants, options or other rights to purchase or otherwise acquire Equity Securities in the Corporation.

(ii) "Exercise Date" shall mean the date upon which the Holder exercises the Warrant in accordance herewith.

(iii) "Holder" shall mean the registered holder of the Warrant Certificate.

(b) Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms.

(c) Whenever, in this Agreement, the term "calculated on a fully-diluted basis" is used, it shall mean that if the Corporation at any time or from time to time after the date of this Agreement issues, sells, grants or assumes, or fixes a record date for the determination of holders of any Equity Security entitled to receive, any Options or Convertible Securities (whether or not the rights thereunder are immediately exercisable), then, and in each such case, the aggregate Equity Securities of the Corporation shall be calculated, for the purpose of determining percentage interests, on the assumption that the maximum amount of Equity Securities issuable on the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall have been issued immediately prior to the exercise of the Warrant. If the Corporation at any time or from time to time after the date of this Agreement declares or pays any dividend on the Equity Securities payable in Equity Securities, or shall effect a subdivision of the outstanding Equity Securities into a greater number of Equity Securities (by reclassification or otherwise than by payment of a dividend in Equity Securities), then, and in each such case, additional Equity Securities shall be deemed to have been issued immediately after the close of business on the record date for the determination of holders of securities entitled to receive such dividend or additional Equity Securities on such subdivision. As used in this Agreement, **"Options"** means any rights, options or warrants to subscribe for, purchase or otherwise acquire either Equity Securities or Convertible Securities and **"Convertible Securities"** means any evidences of indebtedness or other securities directly or indirectly convertible into or exchangeable for Equity Securities.

SECTION 2: WARRANT CERTIFICATE

(a) The certificate evidencing the Warrant (the "**Warrant Certificate**") to be delivered pursuant to this Agreement shall be substantially in the form set forth in Exhibit A attached hereto and shall be signed on behalf of the Corporation by a duly authorized officer of the Corporation.

(b) If the officer who shall have signed this Warrant Agreement shall cease to act as officer of the Corporation before the Warrant Certificate shall have been delivered by the Corporation, such Warrant Certificate nevertheless may be delivered of as though such person had not ceased to be the officer; and the Warrant Certificate may be signed on behalf of the Corporation by any person who, at the actual date of the execution of such Warrant Certificate, shall be an officer of the Corporation, although at the date of the execution of this Warrant Agreement any such person was not a duly authorized officer.

(c) The Corporation may deem and treat the registered holder of a Warrant Certificate as the absolute owner thereof (notwithstanding any notation of ownership or other writing thereon made by anyone) for all purposes, and shall not be affected by any notice to the contrary.

(d) If the Warrant Certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall issue, in exchange and in substitution for, and upon cancellation of, the mutilated, lost, stolen or destroyed Warrant Certificate, a new Warrant Certificate of like tenor and exercisable for an equivalent number of shares of Common Stock, but only upon surrender of the mutilated certificate or upon receipt of evidence reasonably satisfactory to the Corporation of such loss, theft or destruction, as applicable, and, if requested by the Corporation, an indemnity in connection therewith reasonably satisfactory to the Corporation. Any applicant for such a substitute Warrant Certificate shall also comply with such other reasonable regulations, and pay such other reasonable charges, as the Corporation may prescribe.

(e) The Corporation hereby represents, warrants and covenants as follows:

(i) The execution, delivery and performance of this Agreement by the Corporation and consummation of the transactions contemplated hereby have been duly and effectively authorized and approved. This Agreement has been duly and validly executed by the Corporation and constitutes its valid and binding obligations, enforceable in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors rights, generally.

(ii) Any Warrant Stock delivered upon exercise of the Warrant, upon such delivery after payment of the Exercise Price, shall be validly issued, fully paid, non-assessable and free from all pre-emptive rights, taxes, liens, charges and security interests.

(iii) If and to the extent that action may be required by the Corporation's stockholders and/or Board of Directors to permit the Corporation to fulfill its obligations hereunder, Ray McGee agrees to take such action from time to time in order that the exercise of the Holder's rights hereunder shall not be hindered in any regard.

SECTION 3: EXERCISE

(a) The Warrant may be exercised in whole, but not in part (other than pursuant to Section 8 hereof), upon surrender to the Corporation, at its office (at the address for notices to the Corporation prescribed in Section 10 hereof), of all of the Warrant Certificates outstanding with the form of election to purchase attached thereto duly completed and signed by an authorized officer of the Holder, and accompanied by payment to the Corporation of the Exercise Price (as defined below). The Exercise Price payable upon the exercise of this Warrant in full shall be $40.00. Payments of the Exercise Price shall be made in cash or by check (pending collection) to the order of the Corporation.

(b) Upon exercise, the Warrant will entitle the Holder to purchase shares of Common Stock representing forty percent (40%) of the aggregate shares of Common Stock, calculated on a fully diluted basis. If, prior to the Exercise Date, the Corporation makes a distribution of

Equity Securities to the holders of its Common Stock (other than a distribution of Equity Securities in the Corporation) on account of the Common Stock then outstanding (such distributed Equity Securities, "**Other Interests**"), upon the subsequent exercise of the Warrant, the Holder shall purchase, in addition to the Warrant Stock purchased in connection with such exercise, but without any increase in Exercise Price (other than the same consideration, if any, paid by the other members of the Corporation for the Other Interests), the same percentage interest in such Other Interests as would have been distributed to the Holder had the Holder been, immediately prior to the distribution of the Other Interests, the owner of the Warrant Stock issued upon exercise of the Warrant.

(c) The Warrant shall be exercisable, in accordance with the terms hereof, at any time during the period commencing upon the earlier of (i) October 18, 2009 (the "**Vesting Date**") and (ii) immediately prior to the first to occur of any Liquidity Event (as defined below), and ending on 5:00 p.m., New York City time, on October 17, 2017. Each Warrant not exercised prior to 5:00 p.m., New York City time, on October 17, 2017 shall become void and all rights hereunder in respect thereof shall cease as of such time.

(d) To preserve the value of this Warrant, upon exercise the Holder also shall be entitled to receive from the Corporation an amount equal to forty percent (40%) of all distributions received directly or indirectly by holders of Equity Securities on account of such Equity Securities (or an interest therein) between the date of this Warrant and the Exercise Date, including amounts received by the holders of Equity Securities as distributions as holders of such Equity Securities made by the Corporation from the sale of any of the Corporation's wholly or partially owned Subsidiaries and their respective assets or from the partial or complete disposition of any rights in the Company's Subsidiaries or in their respective assets; provided, however, that the foregoing shall not apply to (i) any sums paid in respect of that certain Promissory Note made by the Corporation in the original principal amount of $1,000,000 in favor of Primac Ansonia, LLC ("**Primac**"), as the same may be amended from time to time or (ii) any Equity Securities issued pursuant to that certain Stock Subscription Warrant issued by the Company dated October 1, 2004 in favor or Primac. For purposes of this Agreement, it shall be irrefutably presumed that any such distribution, however denominated and irrespective of the form in which paid) directly or indirectly received by (or paid on behalf of or for the direct or indirect benefit of) any relative of the holder of Equity Securities or any other person living in such holder's household was received by the holder; but, irrespective of the foregoing, compensation paid to such holder or to any of the foregoing persons for appropriate employee services actually rendered to the Corporation or any of its affiliates shall not be considered to be a distribution hereunder unless the amount paid exceeds the fair value of the services actually rendered.

SECTION 4: ISSUANCE UPON EXERCISE

(a) Upon surrender of the Warrant Certificate and payment of the Exercise Price, the Corporation shall issue and cause to be delivered with all reasonable dispatch to or upon the written order of the Holder and in such name or names as the Holder may designate, a certificate or certificates for the Warrant Stock; provided, however, that if, prior to the Exercise Date, any Transaction Notice is given to the Holder pursuant to Section 5, then, upon such surrender of the Warrant Certificate and payment of the Exercise Price as aforesaid, the Corporation shall, as

soon as possible, but in no event more than two (2) business days thereafter, issue and cause to be delivered to the Holder a certificate for the Warrant Stock purchased by the Holder upon the exercise of the Warrant. Notwithstanding the later delivery to the Holder of a certificate for the Warrant Stock, the Holder shall be deemed to have become a holder of record of the Common Stock represented thereby as of the date of the Holder's surrender of the Warrant Certificate and payment of the Exercise Price.

(b) The Warrant Certificate surrendered upon exercise of the Warrant shall be cancelled by the Corporation. The Corporation shall keep copies of this Agreement and any notices given or received hereunder available for inspection by the Holder during normal business hours at its office.

SECTION 5: TRANSACTION NOTICES

In the event that, prior to the exercise or expiration of the Warrant, the Corporation authorizes:

(a) the issuance to holders of its Equity Securities of any rights, options or warrants; or

(b) the distribution to the holders of its Equity Securities of any of its assets (including, without limitation, cash dividends or cash distributions) other than Other Interests; or

(c) (i) any consolidation or merger to which the Corporation is a party (and for which approval of stockholders of the Corporation is required), or (ii) the conveyance, lease or transfer of all or substantially all of the properties and assets of the Corporation, or (iii) any tender offer or exchange offer for Equity Securities in the Corporation; or

(d) the voluntary or involuntary dissolution, liquidation or winding up of the Corporation or its operations;

then the Corporation shall cause to be given to the Holder, at least twenty (20) days prior to the applicable record date (as applicable, the "**Record Date**") for determining holders of Equity Securities entitled to issuance, distribution or vote with respect to any of the aforementioned events (each a "**Liquidity Event**"), or promptly, in the case of events for which there is no record date, a written notice (a "**Transaction Notice**") stating (i) the date as of which those holders of record of Equity Securities who are to be entitled to receive any such rights, options, warrants or distribution is to be determined, or (ii) the initial expiration date set forth in any tender offer or exchange offer for Equity Securities, or (iii) the date as of which those holders of record of Equity Securities who are to be entitled to vote with respect to any such consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up is to be determined, and the date as of which it is expected that holders of record of Equity Securities shall be entitled to exchange such Equity Securities for securities or other property, if any, deliverable upon such consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up. Notwithstanding anything elsewhere contained in this Agreement (other than the last sentence of Section 3(c) hereof, the failure of a Holder to exercise the Warrant after receiving a Transaction Notice shall not affect the Holder's rights under the Warrant from and after the date of any such issuance or distribution or, in case of any merger or consolidation, the Holder's rights in lieu of

or addition to (as the case may be) the Equity Securities immediately theretofore acquirable and receivable upon the exercise of the Warrant, to receive, on exercise of the Warrant, such shares of stock, securities or assets as would have been issued or payable in such merger or consolidation (if the Holder had exercised the Warrant immediately prior to such merger or consolidation) with respect to or in exchange for the Equity Securities immediately theretofore acquirable and receivable upon exercise of the Warrant had such merger or consolidation not taken place.

SECTION 6: TRANSFERS

Concurrently with the surrender of the Warrant Certificate accompanied by a written instrument or instruments of transfer substantially in the form of Exhibit B hereto, duly executed by the Holder or by the duly appointed legal representative thereof or by a duly authorized attorney therefor, and provided that such transfer shall not shall not violate the registration requirements of the applicable federal and state securities laws, the Corporation shall immediately register the transfer of the Warrant Certificate in a register to be maintained by the Corporation and immediately issue a new Warrant Certificate in the name of the transferee(s) (and, in the case of a partial transfer, a new Warrant Certificate to the Holder representing the Equity Securities retained by the Holder). The surrendered Warrant Certificates shall thereupon be cancelled by the Corporation.

SECTION 7: CORPORATION COVENANTS

The Corporation covenants that it will not, by amendment of its Certificate of Incorporation or by-laws or through any consolidation, merger, reorganization, transfer of assets, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms hereof or of the Warrant, but will at all times in reasonable good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder against dilution or other impairment. Without limiting the generality of the foregoing, the Corporation (a) will not enter into any contract or other agreement restricting or limiting the ability of the Corporation to issue Equity Securities in accordance with the terms hereof, and (b) will take all such action as may be necessary or appropriate in order that the Corporation may validly and legally issue the appropriate Warrant Stock upon the exercise of the Warrant.

SECTION 8: TAG-ALONG RIGHTS; DRAG ALONG RIGHTS

(a) If Ray McGee ("**McGee**") or any of his heirs, representatives, successors or assigns or any member of his immediate family or any trust for the benefit of any of the foregoing or any entity that is affiliated or associated with him or any of the foregoing, whether acting alone or in concert with any other stockholder (such parties being referred to herein individually as a "**Selling Stockholder**" and collectively as the "**Selling Stockholders**") shall sell, transfer, assign or otherwise dispose of (each such action hereinafter a "**Transfer**"), directly or indirectly, whether pursuant to a common plan, understanding, agreement or otherwise, Equity Securities, in a single transaction or series of related transactions involving the acquisition by one or more persons and/or entities (a "**Purchaser**"), of Equity Securities representing, in the aggregate, five percent (5%) or more of the then outstanding Equity Securities of the Company,

calculated on a fully diluted basis, the Holder shall, not less than thirty (30) days prior to the Transfer, be given written notice by such Selling Stockholder (the "**Transfer Notice**") of such Transfer, stating (i) the names of the Selling Stockholders, (ii) the name and address of the prospective Purchaser, (iii) the aggregate percentage of Equity Securities represented by the Equity Securities to be Transferred and the price, form of consideration and other terms and conditions of such proposed Transfer, and (iv) that the Purchaser has been informed of the tag-along right provided for in this Section 8 and has agreed to purchase the same percentage interest of the Warrant Stock in accordance with the terms hereof as the percentage of the Equity Securities that the Purchaser proposes to acquire from the Selling Stockholders in the Transfer (such percentage, the "**Transfer Percentage**"). The Holder, by receiving the Transfer Notice shall have an option (the "**Tag-Along Option**") to participate in the Transfer with respect to the Transfer Percentage of the Warrant Stock at a price, on terms and subject to conditions that are not less favorable to the Holder than those to the Selling Stockholders; but the Holder, if it exercises the Tag-Along Option, shall be obligated only to make representations and warranties to the Purchaser as to its title in and to the Warrant Stock being sold by it. The Tag-Along Option shall be exercisable by the Holder by delivery to the Selling Stockholders, within twenty (20) days after the Holder's receipt of the Transfer Notice, of a written notice (the "**Exercise Notice**") that the Holder has elected to Transfer the Transfer Percentage of its Warrant Stock in accordance with the terms set forth in the Transfer Notice, whereupon the Holder shall be deemed to have exercised this Warrant (in whole or in part, as applicable) in respect of the Transfer Percentage of the Warrant Stock and the Transfer by the Holder of such Transfer Percentage of the Warrant Stock shall be completed contemporaneously with the Transfer by the Selling Stockholders. An Exercise Notice shall be irrevocable (subject to the last sentence of this Section) and upon the delivery thereof, the Holder shall cease to have the right to acquire the Transfer Percentage of the Warrant Stock. If the Purchaser does not agree to purchase the entire Transfer Percentage of the Warrant Stock on the same terms and conditions as those specified in the Transfer Notice, then the Selling Stockholders shall not be permitted to Transfer any Equity Securities to the Purchaser. If no Exercise Notice is received by the Selling Stockholders from the Holder within twenty (20) days after the Holder's receipt of the Transfer Notice, the Selling Stockholders shall have the right, for a sixty (60) day period after the expiration of the thirty (30) day period referred to above, to Transfer the Equity Securities they propose to Transfer to the Purchaser on terms and conditions no more favorable to the Selling Stockholders than the terms set forth in the Transfer Notice. If the Selling Stockholders do not so Transfer the Equity Securities within such sixty (60) day period, then any subsequent Transfer by the Selling Stockholders, or any of them, will again be subject to this Section 8. Promptly following any Transfer in which the Holder participates pursuant to its exercise of the Tag-Along Option the Holder shall surrender the Warrant Certificate to the Corporation and, if said Tag-Along Option was exercised in respect of less than all of the Warrant Stock, the Corporation shall promptly deliver to Holder a replacement Warrant Certificate exercisable in respect of the balance of the Warrant Stock.

(b) McGee shall be entitled to the following rights (the "**Drag Along Rights**") with respect to the Warrants and any shares of Common Stock or other Equity Securities issuable or issued upon exercise of the Warrants (the "**Underlying Securities**") provided for in this Section. If McGee notifies the Holder of the Warrants or, to the extent that that the Warrants have been exercised, any holders of the Underlying Securities (the **"Other Holders"** and together with the Holder being referred to as the "**Interest Holders**") in writing, of his desire to sell all of the

Common Stock owned by McGee pursuant to a transaction with a proposed purchaser thereof and of the material terms and conditions of such proposed sale, then notwithstanding any other provision of this Agreement, each such Interest Holder shall take all necessary and desirable actions reasonably requested by McGee in connection with the consummation of such sale, including voting in favor of such sale to the extent such vote is required or desired by McGee, and if such sale is structured as a sale of the Warrant and/or the Underlying Securities, then within ten (10) days of the receipt of such notice (or such longer period of time as McGee shall designate in such notice), each Interest Holder shall cause all of Warrants and Underlying Securities (the "**Restricted Securities**") owned by such Interest Holder to be sold to the designated purchaser on the same terms and conditions, for the same consideration per share and at the same time as the Common Stock being transferred by McGee; provided, however, that if any such Restricted Securities are Warrants, the purchase price of such Warrants shall equal the aggregate price that would be paid for the Underlying Securities issuable upon the exercise thereof minus the aggregate exercise price or additional consideration payable upon issuance of the Underlying Securities issuable thereunder, as the case may be. In furtherance of, and not in limitation of the foregoing, in connection with such a sale, each Interest Holder will (i) consent to and raise no objections against such sale or the process pursuant to which it was arranged, (ii) waive any dissenter's rights and other similar rights, and (iii) execute all documents containing the same terms and conditions as those executed by McGee as reasonably directed by McGee. Notwithstanding anything else contained in this Section 8(b), the Interest Holder need not make any representation or warranty or agree to any covenant or indemnification obligation in connection with such a sale except to represent and warrant that the Interest Holder owns the Restricted Securities and that the Restricted Securities are not subject to any lien, claim, charge or encumbrance. The provisions of this Section 8(b) shall not apply to any Interest Holder to the extent such Interest Holder holds Restricted Securities that are (i) registered with the Securities and Exchange Commission pursuant to a registration statement that has been declared effective under the Securities Act of 1933, as amended, or (ii) may be resold without such registration pursuant to the provisions and subject to the limitations of Rule 144 promulgated thereunder.

(c) Certificates representing any Underlying Securities issued upon exercise of the Warrants shall contain a legend referring to the Drag Along Rights provided for in this Section 8.

SECTION 9: REGISTRATION RIGHTS

If at any time the Corporation or any of its affiliates has Equity Securities that are the subject of an effective registration statement that the Corporation or such affiliate has filed with the Securities and Exchange Commission the Corporation (or its successor corporation) or such affiliate, as the case may be, will enter into a registration rights agreement with the Holder, containing customary terms and conditions, including, without limitation, (a) one demand registration for the Holder, such demand registration to be exercisable following the six-month anniversary of the initial sale of any Equity Securities of the Corporation (or its successor corporation) or of any of its affiliates pursuant to a registration statement filed under the Securities Act of 1933, as amended; provided, however, that the aggregate offering value of the securities requested to be and registered by the Holder is equal to or greater than one million dollars ($1,000,000.00), and (b) unlimited piggyback rights on all registrations (subject to customary cutbacks) for the Holder and that the Corporation (or its successor corporation) or

affiliate, as the case may be, shall pay all customary costs and expenses arising from or related to any such registrations (other than the fees and expenses of the Holder's legal counsel), shall provide customary indemnifications and shall perform such other obligations of an issuer as are customarily contained in registration rights agreements.

SECTION 10: STATUS OF HOLDER

Without limiting anything contained in Section 5 hereof, nothing contained in this Agreement or in the Warrant Certificate shall be construed as conferring upon the Holder, in its capacity as the Holder of the Warrant, the right to vote or to consent or to receive notice as a stockholder in respect of the meetings of stockholders or the election of directors of the Corporation or any other matter, or any rights whatsoever as a stockholder of the Corporation.

SECTION 11: NOTICES

Any notice or demand authorized by this Agreement to be given or made by the Holder or the Corporation (including, without limitation, a Transaction Notice) shall be in writing and shall be delivered personally, sent by reputable overnight courier service (charges prepaid) or sent by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so delivered, sent or deposited in the U.S. Mail (i) to the Corporation, at its principal executive offices and (ii) to the Holder, at such Holder's address as it appears in the records of the Corporation (unless otherwise indicated by any such Holder).

SECTION 12: MISCELLANEOUS

(a) All the covenants and provisions of this Agreement by or for the benefit of the Corporation and the Holder, respectively, shall bind and inure them, respectively, and their respective successors and assigns hereunder.

(b) THIS AGREEMENT AND THE WARRANT CERTIFICATE ISSUED HEREUNDER SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THIS AGREEMENT AND THE WARRANT ISSUED HEREUNDER AND ALL RIGHTS AND OBLIGATIONS HEREUNDER AND THEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT THAT ANY CONFLICT OF LAWS RULE OF SUCH JURISDICTION THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER JURISDICTION SHALL BE DISREGARDED..

(c) Nothing in this Agreement shall be construed to give to any Person other than the Corporation and the Holder any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Corporation and the Holder.

(d) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

(e) Lender acknowledges that neither the Warrant nor the Warrant Stock have been registered under the Securities Act of 1933 and may not be offered, sold or otherwise transferred in the absence of such registration or an exemption therefrom. Lender represents and warrants to the Corporation that Lender is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, and that Lender is acquiring this Warrant, and the Underlying Securities issuable hereunder, for its own account and not with a view to any distribution thereof.

(f) ANY SUITS, CLAIMS OR CAUSES OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT AND/OR THE WARRANT ISSUED HEREUNDER MAY BE BROUGHT AND HOLDER AND THE CORPORATION EACH CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF A COURT OF APPROPRIATE JURISDICTION IN NEW YORK COUNTY, NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN SUCH FORUM ARE HEREBY EXPRESSLY WAIVED. THIS AGREEMENT HAS BEEN NEGOTIATED AND IS BEING EXECUTED AND DELIVERED IN THE STATE OF NEW YORK, OR IF EXECUTED ELSEWHERE, SHALL BECOME EFFECTIVE UPON THE HOLDER'S RECEIPT AND ACCEPTANCE OF THE EXECUTED ORIGINAL OF THIS AGREEMENT IN THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE HOLDER SHALL HAVE NO OBLIGATION TO GIVE, NOR SHALL THE CORPORATION BE ENTITLED TO RECEIVE, ANY NOTICE OF SUCH RECEIPT AND ACCEPTANCE FOR THIS AGREEMENT TO BECOME A BINDING OBLIGATION OF THE CORPORATION. TO THE EXTENT ALLOWED BY LAW, THE CORPORATION HEREBY SUBMITS TO JURISDICTION IN THE STATE OF NEW YORK FOR ANY ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE OR JURISDICTION TO OBJECT TO JURISDICTION OR VENUE WITHIN NEW YORK COUNTY, NEW YORK; NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS PARAGRAPH SHALL PREVENT HOLDER FROM BRINGING ANY ACTION OR EXERCISING ANY RIGHTS AGAINST THE CORPORATION IN ANY OTHER COUNTY, STATE, OR JURISDICTION. INITIATING SUCH ACTION OR PROCEEDING OR TAKING ANY SUCH ACTION IN ANY OTHER STATE OR JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER BY HOLDER OF ANY OF THE FOREGOING.

(g) HOLDER AND THE CORPORATION EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT AND/OR THE WARRANT ISSUED HEREUNDER OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. HOLDER AND THE CORPORATION EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EACH PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART

OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NOTHING HEREIN SHALL PRECLUDE THE HOLDER OR THE CORPORATION FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT OR THE WARRANT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ANSONIA COPPER & BRASS, INC

By: _____
Name: Raymond L. McGee
Title: President

DEL MAR MASTER FUND, LTD.

By: _____
Name:
Title:

Agreed with respect to Section
2(e)(iii) and Section 8

_____
Ray McGee

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

ANSONIA COPPER & BRASS, INC

By: _____
Name:
Title:

DEL MAR MASTER FUND, LTD.

By: _____
Name: KENNETH S. GROSSMAN
Title: Managing Director

Agreed with respect to Section
2(e)(iii) and Section 8

_____
Ray McGee

EXHIBIT A

[Form of Warrant Certificate]

No. _____

Warrant Certificate

The Warrant evidenced by this Warrant Certificate is issued pursuant to a Warrant Agreement, dated as of October 18, 2007 (the **"Warrant Agreement"**), duly executed and delivered by the Corporation, which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Corporation and the Holder of the Warrant. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in such Warrant Agreement. A copy of the Warrant Agreement may be obtained by the Holder upon written request to the Corporation

This Warrant Certificate certifies that Del Mar Master Fund, Ltd., or registered assigns, is the registered holder (the **"Holder"**) of a Warrant to purchase shares of Common Stock of the Corporation representing on the date of exercise, forty percent (40%) of the aggregate shares of Common Stock of the Corporation, calculated on a fully-diluted basis as provided for in the Warrant Agreement (the "**Warrant**"). The Warrant evidenced by this Warrant Certificate is exercisable in full, but not in part, during the periods prescribed herein at the exercise price (the **"Exercise Price"**) of $40.00. The Exercise Price shall be payable in lawful money of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office of the Corporation designated for such purpose, but only subject to the conditions set forth herein and in the Warrant Agreement.

The Warrant evidenced by this Warrant Certificate may be exercised at any time during the period commencing upon the earlier of (i) the Vesting Date and (ii) immediately prior to the first to occur of any Liquidity Event, and ending on 5:00 p.m., New York City time, on October 17, 2017. The Warrant evidenced by this Warrant Certificate may not be exercised after 5:00 p.m., New York City time on October 17, 2017 and to the extent not exercised by such time, the Warrant shall become void.

The holder of the Warrant evidenced by this Warrant Certificate may exercise it, in whole but not in part, by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price in cash at the office of the Corporation designated for such purpose.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Corporation, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith which shall be the responsibility of the transferor.

The Corporation may deem and treat the registered holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and the Corporation shall not be affected by any notice to the contrary. Without limiting anything contained in the Debt Purchase Agreement, neither the Warrant nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Corporation.

IN WITNESS WHEREOF, this Warrant Certificate is signed by a duly authorized officer of Ansonia Copper & Brass, Inc..

Dated as of October 18, 2007.

ANSONIA COPPER & BRASS, INC.

By: _____
Name:
Title:

[Form of Election to Purchase]

(To Be Executed Upon Exercise Of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive shares of Common Stock representing forty percent (40%) of the aggregate shares of Common Stock of the Corporation, calculated on a fully-diluted basis as provided for in the Warrant Agreement, dated as of October 18, 2007 (the **"Warrant Agreement"**), duly executed and delivered by the Corporation, and herewith tenders payment for such Equity Securities in the amount of $40.00 in accordance with the terms hereof.

The undersigned requests that a certificate for such shares of Common Stock be registered in the name of _____, whose address is _____ and that such certificate be delivered to _____ whose address is _____.

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Warrant Agreement.

Signature:

_____

Date:_____

EXHIBIT B

Assignment Form

To assign a Warrant Certificate, fill in the form below :

(I) or (we) assign and transfer this entire Warrant Certificate to:

_____ 100%

(Print or type the proposed transferee's name, address and soc. sec. or tax ID no.) (% Transferred)

and irrevocably direct any authorized officer of the Corporation to transfer such Warrant Certificate(s) on the books of the Corporation.

I represent and certify that the transfer of this Warrant Certificate (and Warrants represented hereby) do not require registration under the Securities Act of 1933 because such Warrants are being acquired for the Transferee's own account without a view towards distribution thereof.

_____

DATE: _____-- (INSERT NAME OF TRANSFEROR)

The undersigned Transferee hereby certifies to the Corporation that the aforementioned Warrants are being acquired for the Transferee for its own account without a view towards any distribution thereof.

_____

DATE: _____-- (INSERT NAME OF TRANSFEREE)

Execution Copy

No. 1

Warrant Certificate

The Warrant evidenced by this Warrant Certificate is issued pursuant to a Warrant Agreement, dated as of October 18, 2007 (the **"Warrant Agreement"**), duly executed and delivered by the Corporation, which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Corporation and the Holder of the Warrant. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in such Warrant Agreement. A copy of the Warrant Agreement may be obtained by the Holder upon written request to the Corporation

This Warrant Certificate certifies that Del Mar Master Fund, Ltd., or registered assigns, is the registered holder (the **"Holder"**) of a Warrant to purchase shares of Common Stock of the Corporation representing on the date of exercise, forty percent (40%) of the aggregate shares of Common Stock of the Corporation, calculated on a fully-diluted basis as provided for in the Warrant Agreement (the **"Warrant"**). The Warrant evidenced by this Warrant Certificate is exercisable in full, but not in part, during the periods prescribed herein at the exercise price (the **"Exercise Price"**) of $40.00. The Exercise Price shall be payable in lawful money of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office of the Corporation designated for such purpose, but only subject to the conditions set forth herein and in the Warrant Agreement.

The Warrant evidenced by this Warrant Certificate may be exercised at any time during the period commencing upon the earlier of (i) the Vesting Date and (ii) immediately prior to the first to occur of any Liquidity Event, and ending on 5:00 p.m., New York City time, on October 17, 2017. The Warrant evidenced by this Warrant Certificate may not be exercised after 5:00 p.m., New York City time on October 17, 2017 and to the extent not exercised by such time, the Warrant shall become void.

The holder of the Warrant evidenced by this Warrant Certificate may exercise it, in whole but not in part, by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price in cash at the office of the Corporation designated for such purpose.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Corporation, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant

Agreement, without charge except for any tax or other governmental charge imposed in connection therewith which shall be the responsibility of the transferor.

The Corporation may deem and treat the registered holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and the Corporation shall not be affected by any notice to the contrary. Without limiting anything contained in the Debt Purchase Agreement, neither the Warrant nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Corporation.

IN WITNESS WHEREOF, this Warrant Certificate is signed by a duly authorized officer of Ansonia Copper & Brass, Inc..

Dated as of October 18, 2007.

ANSONIA COPPER & BRASS, INC.

By: _____
Name: Raymond L. McGee
Title: President

October 18, 2007

Del Mar Master Fund, Ltd.
711 Fifth Avenue
New York, New York 10022

Re: Authorization for Filing of Financing Statements

Ladies and Gentlemen:

Each of the undersigned hereby irrevocably and unconditionally authorizes you (or your agent) to file at any time and from time to time such financing statements indicating as the collateral with respect to Ansonia Copper & Brass, Inc. and AW Ansonia Generation, LLC all now existing or hereafter arising or acquired property and assets of each of the undersigned (or such lesser property and assets as you may determine and describing any thereof in such detail and specificity as you may determine) and, with respect to Raymond L. McGee, fifty (50%) of his interests in and rights to receive payments from AW Power Holdings, LLC, naming you or your designee as a secured party (either in your or its individual capacity or as a representative of other lenders) and any of the undersigned, as debtor, as you may require and including any other information with respect to any of the undersigned required under the Uniform Commercial Code for the sufficiency of such financing statement or for it to be accepted by any filing office of such jurisdiction as you determine may be applicable, together with any amendments or continuations with respect thereto.

Each of the undersigned also ratifies and approves your authorization to file any such financing statements which may have been filed by your designee prior to the date hereof. In the event that the description of the collateral in any such financing statement includes assets that do not constitute collateral, the filing of such financing statement shall nonetheless be deemed authorized by us to the extent of the collateral included in such description, and it shall not render the financing statement ineffective as to any of the collateral. You are also irrevocably and unconditionally authorized to adopt on our behalf any symbol required for authenticating any electronic filing. Nothing contained in this letter should be construed to in any manner limit any other authorization by any of the undersigned of the filing of financing statements by or on your behalf or for your benefit.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The person or persons signing this letter on behalf of any of the undersigned is a duly authorized and appointed officer, manager or member of the party for which he or she is signing and is authorized to execute and deliver this letter to you.

Very truly yours,

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee

Title: Raymond L. McGee, President

AW ANSONIA GENERATION, LLC

By: Member

Title: Raymond L. McGee, Member

Raymond L. McGee

RAYMOND L. McGEE

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:51 PM 10/22/2007
INITIAL FILING # 2007 3974556

SRV: 071139191

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Cathleen Pellegrino 212-661-9100

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

[NY] Otterbourg, Steindler, Houston & Rosen P.C.
230 Park Avenue
New York, NY 10169

cpellegrino@oshr.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
ANSONIA COPPER & BRASS, INC.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
75 Liberty Street	Ansonia	CT	06401	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	Delaware	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
DEL MAR MASTER FUND, LTD.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
711 Fifth Avenue	New York	NY	10022	USA

4. This FINANCING STATEMENT covers the following collateral:

All now existing or hereafter arising or acquired property and assets of the Debtor, including, without limitation, all accounts, general intangibles, chattel paper, documents, instruments, letters of credit, letter-of-credit rights, investment property, commercial tort claims, software, supporting obligations, deposit accounts, inventory, equipment and other goods, fixtures and all products and proceeds of all of the foregoing and including all of the types and items of property described on Exhibit A hereto.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Filed with: DE - Secretary of State

F#208476
A#315720

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT A
TO
UCC FINANCING STATEMENT

DEBTOR: ANSONIA COPPER & BRASS, INC.

SECURED PARTY: DEL MAR MASTER FUND, LTD., AS LENDER

The Debtor hereby grants to Secured Party a continuing security interest in the following described fixtures and personal property (collectively, the "Collateral"):

All tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired by Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation,

(a) all Equipment (including all machinery, tools and furniture), Inventory (including all merchandise, raw materials, work in progress, finished goods and supplies), and Goods, whether now owned or hereafter acquired by Debtor, or in which the Debtor may now have or hereafter acquire an interest (the "Tangible Collateral");

(b) all Accounts, accounts receivable, other receivables, contract rights, Chattel Paper, and General Intangibles of the Debtor (including, without limitation, goodwill, patents, trademarks, tradenames, blueprints, designs, product lines and research and development), whether now owned or hereafter acquired by Debtor, or in which the Debtor may now have or hereafter acquire an interest;

(c) all Instruments, documents of title, policies and certificates of insurance, securities, bank deposits, Deposit Accounts, checking accounts and cash now or hereafter owned by the Debtor, or in which the Debtor may now have or hereafter acquire an interest;

(d) all the Debtor's rights under consignment agreements with vendors of the Debtor's memo programs and all security therefor;

(e) Commercial Tort Claims, Documents, Fixtures, Investment Property and Letter-of-Credit Rights presently owned or hereinafter acquired by the Debtor, including, without limitation, books and records; supporting obligations; contract rights or rights to payments of money, trademarks, service marks, tradenames, copyrights and trade secrets; policies and certificates of insurance and all amounts payable to the Debtor or rights of the Debtor under or with respect to any such insurance, including, without limitation, all proceeds, refunds and premium rebates, whether any such proceeds, refunds and premium rebates, arise out of any of the foregoing, or otherwise; money, cash, or other property; federal, state and local tax refunds and/or abatements to which the Debtor is, or shall become, entitled, no matter how or when arising, including, but not limited to, any carryback tax refunds; all liens, guarantees,

rights, remedies and privileges pertaining to any of the foregoing, including the right of stoppage in transit;

(f) all accessories, additions or improvements, to all replacements, substitutions and parts for, and all proceeds and products to all of the foregoing; and

(g) all books, records and documents relating to the foregoing.

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:58 PM 10/22/2007
INITIAL FILING # 4203899 2
AMENDMENT # 2007 3974804
SRV: 071139235

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
42038992 07/20/2004

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Del Mar Master Fund, Ltd.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
711 Fifth Avenue	New York	NY	10022	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Bank of America, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with: DE - Secretary of State; Debtor: Ansonia Copper & Brass, Inc.

F#208468
A#315712

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:59 PM 10/22/2007
INITIAL FILING # 4203902 4
AMENDMENT # 2007 3974879
SRV: 071139246

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
42039024 7/20/2004

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Del Mar Master Fund, Ltd.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
711 Fifth Avenue	New York	NY	10022	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Bank of America, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with: DE - Secretary of State; Debtor: Ansonia Copper & Brass, Inc.

F#208465
A#315709

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:01 PM 10/22/2007
INITIAL FILING # 4203903 2
AMENDMENT # 2007 3974986
SRV: 071139262

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
42039032 07/20/2004

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7c-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Del Mar Master Fund, Ltd.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
711 Fifth Avenue	New York	NY	10022	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Bank of America, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with: DE - Secretary of State; Debtor: Ansonia Copper & Brass, Inc.

F#208467
A#315711

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

[redacted]

COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Cathleen Pellegrino 212-661-9100

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
[NY] Otterbourg, Steindler, Houston & Rosen P.C.
230 Park Avenue
New York, NY 10169

cpellegrino@oshr.com

2484451

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
AW ANSONIA GENERATION LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
75 Liberty Street	Ansonia	CT	06401	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	Connecticut	0905510 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
DEL MAR MASTER FUND, LTD.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
711 Fifth Avenue	New York	NY	10022	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's membership interests in Ansonia Generation LLC, together with all present and future rigths to receive payments of money or other distributions, including without limitation, dividends, redemptions, securities options, substitutions and exchanges, now or hereafter distributed to Debtor and the proceeds thereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Filed with: CT - Secretary of State

F#208466
A#315710

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SECRETARY OF THE STATE
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

OCTOBER 23,2007

RE: Acceptance of UCC Filing

This Letter is to confirm the acceptance of the following filing:

Work Order Number: 2007255851-003
UCC Filing Number: 0002484451
Reference Number:
Type of Request: ORIGINAL FINANCING STATEMENT
Date Accepted: OCT 22 2007
Time Accepted: 03:35 PM

A UCC filing report has been provided for verification.

LILLIAN FLETCHER
Commercial Recording Division
860-509-6002

UCC FILING REPORT

WORK ORDER NUMBER:2007255851-003
UCC FILING NUMBER:0002484451

DEBTOR NAMES AND ADDRESSES:

NAME PREFIX:
BUSINESS NAME:AW ANSONIA GENERATION LLC
NAME SUFFIX:
ADDRESS:75 LIBERTY STREET
CITY/STATE/ZIP:ANSONIA,CT 06401

SECURED PARTY NAMES AND ADDRESSES:

NAME PREFIX:
BUSINESS NAME:DEL MAR MASTER FUND, LTD.
NAME SUFFIX:
ADDRESS:711 FIFTH AVENUE
CITY/STATE/ZIP:NEW YORK,NY 10022

** END OF REPORT **

[redacted]

COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Cathleen Pellegrino 212-661-9100

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
[NY] Otterbourg, Steindler, Houston & Rosen P.C.
230 Park Avenue
New York, NY 10169

cpellegrino@oshr.com

2484449

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
RAYMOND L. MCGEE

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
934 Boston Post Road	Madison	CT	06443	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Individual	Connecticut	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
DEL MAR MASTER FUND, LTD.

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
711 Fifth Avenue	New York	NY	10022	USA

4. This FINANCING STATEMENT covers the following collateral:

Fifty (50%) percent of Debtor's membership interests in AW Power Holdings, LLC, together with all present and future rights to receive payments of money or other distributions, including, without limitation, dividends, redemptions, securities options, substitutions and exchanges, now or hereafter distributed to Debtor and the proceeds thereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Filed with: CT - Secretary of State

F#209591
A#316961

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SECRETARY OF THE STATE
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

OCTOBER 23,2007

RE: Acceptance of UCC Filing

This Letter is to confirm the acceptance of the following filing:

Work Order Number: 2007255851-001
UCC Filing Number: 0002484449
Reference Number:
Type of Request: ORIGINAL FINANCING STATEMENT
Date Accepted: OCT 22 2007
Time Accepted: 03:35 PM

A UCC filing report has been provided for verification.

LILLIAN FLETCHER
Commercial Recording Division
860-509-6002

UCC FILING REPORT

WORK ORDER NUMBER:2007255851-001
UCC FILING NUMBER:0002484449

DEBTOR NAMES AND ADDRESSES:

NAME PREFIX:
BUSINESS NAME:RAYMOND L. MCGEE
NAME SUFFIX:
ADDRESS:934 BOSTON POST ROAD
CITY/STATE/ZIP:MADISON,CT 06443

SECURED PARTY NAMES AND ADDRESSES:

NAME PREFIX:
BUSINESS NAME:DEL MAR MASTER FUND, LTD.
NAME SUFFIX:
ADDRESS:711 FIFTH AVENUE
CITY/STATE/ZIP:NEW YORK,NY 10022

** END OF REPORT **

[redacted]

COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

2484450

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0002473623 08/16/2007

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Del Mar Master Fund, Ltd.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
711 Fifth Avenue	New York	NY	10022	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Bank of America, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with: CT - Secretary of State; Debtor: A W Power Holdings, LLC

F#208469
A#315713

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

SECRETARY OF THE STATE
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

OCTOBER 23,2007

RE: Acceptance of UCC Filing

This Letter is to confirm the acceptance of the following filing:

Work Order Number: 2007255851-002
UCC Filing Number: 0002484450
Reference Number: 0002473623
Type of Request: AMENDMENT
Date Accepted: OCT 22 2007
Time Accepted: 03:35 PM

A UCC filing report has been provided for verification.

LILLIAN FLETCHER
Commercial Recording Division
860-509-6002

UCC FILING REPORT

WORK ORDER NUMBER:2007255851-002
UCC FILING NUMBER:0002484450

DEBTOR NAMES AND ADDRESSES:

NAME PREFIX:
BUSINESS NAME:A W POWER HOLDINGS, LLC
NAME SUFFIX:
ADDRESS:75 LIBERTY STREET
CITY/STATE/ZIP:ANSONIS,CT 06401

SECURED PARTY NAMES AND ADDRESSES:

NAME PREFIX:
BUSINESS NAME:DEL MAR MASTER FUND, LTD.
NAME SUFFIX:
ADDRESS:711 FIFTH AVENUE
CITY/STATE/ZIP:NEW YORKY,NY 10022

** END OF REPORT **

DEL MAR MASTER FUND, LTD

October 18, 2007

AW Power Holdings, LLC
75 Liberty Street
Ansonia, Connecticut 06401

Dear Mr. McGee:

Del Mar Master Fund, Ltd., ("Lender"), as assignee of Bank of America N.A. ("BoA"), as assignee of Fleet Precious Metals, Inc. and as assignee of Bank of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, has entered into financing arrangements pursuant to which Lender is making certain loans and advances to Ansonia Copper & Brass, Inc. ("Company"), as set forth in the Loan and Consignment Agreement, dated October 1, 2004, by and between Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and any other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings given to them in the Loan Agreement.

In connection with the Loan Agreement and the Limited Guaranty Agreement of Raymond L. McGee ("McGee), dated as of October 1, 2004 (the "Guaranty"), McGee, together with AW Power Holdings, LLC ("AW Power"), the Company and BoA entered into an Assignment, dated as of August 14, 2007, pursuant to which AW Power assigned to BoA all of its rights to its share of a certain finders fee and, in accordance with the terms of the Assignment, paid the sum of $300,000 to BoA.

To the extent the Company successfully refinances all or a portion of the Revolving Loans and Supplemental Advances outstanding under the terms of the Loan Agreement as amended, within six months of the date hereof, Lender agrees to share with AW Power the proceeds of such refinancing on the following basis: for each One Hundred ($100) Dollars of

Revolving Loans and Supplemental Advances, which have been indefeasibly repaid to Lender in full, Lender shall authorize the Company to remit $10 of such refinancing proceeds to AW Power up to the amount of $300,000 in the aggregate. This amount may be distributed at any time to Raymond L. McGee, the sole member of AW Power, and no part of such amount shall constitute collateral of Lender under the Loan Documents.

Very truly yours,

DEL MAR MASTER FUND, INC.

By: _____
KENNETH S. GROSSMAN

Title: Managing Director

_____
Raymond L. McGee
Individually

READ and AGREED

AW POWER HOLDINGS, LLC

By: _____

Title: _____

_____
Raymond L. McGee
Individually

Revolving Loans and Supplemental Advances, which have been indefeasibly repaid to Lender in full, Lender shall authorize the Company to remit $10 of such refinancing proceeds to AW Power up to the amount of $300,000 in the aggregate. This amount may be distributed at any time to Raymond L. McGee, the sole member of AW Power, and no part of such amount shall constitute collateral of Lender under the Loan Documents.

Very truly yours,

DEL MAR MASTER FUND, INC.

By: _____

Title: _____

Raymond L. McGee
Individually

READ and AGREED

AW POWER HOLDINGS, LLC

By: Raymond L. McGee

Title: Raymond L. McGee, Manager

Raymond L. McGee
Individually

[Execution]

GUARANTEE OF VALIDITY

THIS GUARANTEE OF VALIDITY ("Guarantee"), dated October 18, 2007 is by RAYMOND L. McGEE, individually ("Guarantor"), having an address at 934 Boston Post Road, Madison Connecticut 06443, in favor of DEL MAR MASTER FUND, LTD., ("Lender"), together with its successors and assigns, having an office at 711 Fifth Avenue, New York, New York 10022.

WITNESSETH:

WHEREAS, Lender, as assignee of Bank of America N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Bank of America Leasing & Capital, LLC, successor to Fleet Capital Corporation is a party to the Loan Agreement (as defined below) and has entered into financing arrangements pursuant to which Lender is making certain loans and advances to Ansonia Copper & Brass, Inc. ("Borrower"), as set forth in the Loan and Consignment Agreement, dated October 1, 2004, by and between Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and any other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Guarantee (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in consideration of the benefits which will accrue to Guarantor and as an inducement for and in consideration of Lender making loans and providing other financial accommodations to Borrower pursuant to the Loan Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees with Lender as follows:

1. Guarantee.

(a) Guarantor hereby warrants, represents, covenants and guarantees to Lender and its successors and assigns that, to the best of his knowledge, each Receivable of the Borrower, except as disclosed in writing to the Lender, is genuine and enforceable in accordance with its terms and is in all respects what it purports to be; (i) arises out of a completed, bona fide sale and delivery of goods or rendition of services by the Borrower in the ordinary course of its business and in accordance in all material respects with the terms and conditions of all purchase orders, contracts or other documents relating thereto and forming a part of the contract between

the Borrower and the Account Debtor; (ii) is for a liquidated amount maturing as stated in the invoice covering such sale; (iii) is not subject to any defenses, setoffs or counterclaims against such Receivable except those arising in the ordinary course of business; and (iv) is not invalid, incomplete, defective, forged or fictitious;

(b) Each Borrowing Base Certificate delivered to the Lender pursuant to the Loan Agreement is and shall be true and correct in all material respects as and when submitted;

(c) All proceeds of the Collateral required by the terms of the Loan Agreement to be held by the Borrower in trust for the Lender or as property of the Lender or to be remitted to the Lender will be delivered to the Lender following receipt thereof by the Borrower, and the Borrower shall not use any of such proceeds or commingle such proceeds with any of its own funds;

(d) The Borrower is and will be the owner of the Collateral free and clear of all Liens except for Permitted Liens;

(e) Neither the Borrower nor the Guarantor will cause or permit the Borrower to impede or interfere with the normal collection and payment of all of the Receivables of the Borrower;

(f) All warranties and representations made by the Borrower to the Lender, and all documents and schedules given by the Borrower to the Lender, relating to the description, quantity, quality, condition and valuation of any of the Receivables or the Inventory are and will be true and correct in all material respects;

(g) All of the Collateral is and will be insured as required by the provisions of the Loan Agreement and the other Loan Documents pursuant to insurance policies in full compliance with the requirements thereof;

(h) The Guarantor shall promptly inform the Lender in writing if he believes that any Borrowing Base Certificate, or any other schedule, report or writing delivered to the Lender pursuant to the Loan Agreement, is not true and accurate in all material respects as and when submitted; and

(i) All financial statements submitted by Borrower to Lender shall be true and correct in all material respects.

2. Obligations of the Guarantor.

(a) Upon breach by the Guarantor of any of his warranties, representations, covenants or guarantees contained in this Guarantee, the Guarantor shall indemnify, save and hold the Lender harmless from and against any loss or damage suffered or incurred by the Lender as a result of any such breach, and for all fees, costs and expenses incurred by the Lender in connection therewith.

(b) The Guarantor further agrees to pay any and all expenses (including, without limitation, all fees and disbursements of counsel) which may be paid or incurred by the Lender in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or enforcing, any rights with respect to, or collecting against, the Guarantor under this Guarantee.

3. Waivers and Consents.

(a) Notice of acceptance of this Guarantee, the making of loans and advances and providing other financial accommodations to Borrower and presentment, demand, protest, notice of protest, notice of nonpayment or default and all other notices to which Borrower or Guarantor is entitled are hereby waived by Guarantor. Guarantor also waives notice of and hereby consents to (i) any amendment, modification, supplement, extension, renewal, or restatement of the Loan Agreement and any of the Loan Documents, including, without limitation, extensions of time of payment of or increase or decrease in the amount of any of the Obligations, the interest rate, fees, other charges, or any collateral, and the guarantee made herein shall apply to the Loan Agreement and the Loan Documents and the Obligations as so amended, modified, supplemented, renewed, restated or extended, increased or decreased, (ii) the taking, exchange, surrender and releasing of collateral or guarantees now or at any time held by or available to Lender for the obligations of Borrower or any other party at any time liable on or in respect of the Obligations or who is the owner of any property which is security for the Obligations (individually, an "Obligor" and collectively, the "Obligors"), (iii) the exercise of, or refraining from the exercise of any rights against any Borrower, Guarantor or any other Obligor or any collateral, (iv) the settlement, compromise or release of, or the waiver of any default with respect to, any of the Obligations, and (v) any financing by Lender of any Borrower under Section 364 of the United States Bankruptcy Code. Guarantor agrees that the amount of the Obligations shall not be diminished and the liability of Guarantor hereunder shall not be otherwise impaired or affected by any of the foregoing.

(b) No invalidity, irregularity or unenforceability of all or any part of the Obligations shall affect, impair or be a defense to this Guarantee, nor shall any other circumstance which might otherwise constitute a defense available to or legal or equitable discharge of Borrower in respect of any of the Obligations, or Guarantor in respect of this Guarantee, affect, impair or be a defense to this Guarantee. Without limitation of the foregoing, the liability of Guarantor hereunder shall not be discharged or impaired in any respect by reason

of any failure by Lender to perfect or continue perfection of any lien or security interest in any collateral or any delay by Lender in perfecting any such lien or security interest. As to interest, fees and expenses, Guarantor shall be liable therefore to the extent specifically provided herein, even if Borrower's liability for such amounts does not, or ceases to, exist by operation of the Bankruptcy Code or any similar statute. Guarantor acknowledges that Lender has not made any representations to Guarantor with respect to Borrower, any other Obligor or otherwise in connection with the execution and delivery by Guarantor of this Guarantee and Guarantor is not in any respect relying upon Lender or any statements by Lender in connection with this Guarantee.

(c) Unless and until the indefeasible payment and satisfaction in full of all of the Obligations in immediately available funds and the termination of the financing arrangements of Lender with Borrower, Guarantor hereby irrevocably and unconditionally waives and relinquishes (i) all statutory, contractual, common law, equitable and all other claims against Borrower, any collateral for the Obligations or other assets of Borrower or any other Obligor, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect to sums paid or payable to Lender by Guarantor hereunder, and (ii) any and all other benefits which Guarantor might otherwise directly or indirectly receive or be entitled to receive by reason of any amounts paid by or collected or due from either Guarantor, Borrower or any other Obligor upon the Guaranteed Obligations or realized from their property

4. Subordination. In the event Guarantor is in breach of Section 1 of this Guarantee, payment of all amounts now or hereafter owed to Guarantor by Borrower or any other Obligor (other than the payment of current compensation with any increases or additional compensation subject to the consent of Lender) is hereby subordinated in right of payment to the indefeasible payment in full to Lender of any Obligations due Lender by Guarantor and all such amounts and any security and guarantees therefor are hereby assigned to Lender as security for such obligations.

5. Termination.

(a) This Guarantee is continuing, unlimited, absolute and unconditional, except as provided in Section 2 above. All obligations due Lender shall be conclusively presumed to have been created in reliance on this Guarantee. Guarantor shall continue to be liable hereunder until one of Lender's officers actually receives a written termination notice from Guarantor sent to Lender at its address as set forth in the Loan Agreement by certified mail, return receipt requested and thereafter as set forth by Lender. Revocation or termination hereof by Guarantor shall not affect, in any manner, the rights of Lender or any obligations or duties of Guarantor under this Guarantee with respect to (i) Obligations which have been created, contracted, assumed or incurred prior to the receipt by Lender of such written notice of revocation or termination as provided herein, including, without limitation, (A) all amendments, extensions, renewals and modifications of such Obligations (whether or not evidenced by new or

additional agreements, documents or instruments executed on or after such notice of revocation or termination), (B) all interest, fees and similar charges accruing or due on and after revocation or termination, and (C) all reasonable attorneys' fees and, legal expenses, costs and other expenses paid or incurred on or after such notice of revocation or termination in attempting to collect or enforce any of the Obligations against Borrower, Guarantor or any other Obligor (whether or not suit be brought), or (D) Obligations which have been created, contracted, assumed or incurred after the receipt by Lender of such written notice of revocation or termination as provided herein pursuant to any Loan Document entered into by Lender prior to receipt of such notice. The sole effect of such revocation or termination by Guarantor shall be to exclude from this Guarantee the liability of Guarantor for those Obligations arising after the date of receipt by Lender of such written notice which are unrelated to Obligations arising or transactions entered into prior to such date. Without limiting the foregoing, this Guarantee may not be terminated and shall continue so long as the Loan Agreement shall be in effect (whether during its original term or any renewal, substitution or extension thereof).

(b) Without limiting anything contained in Section 5(a) hereof and subject to Section 6 hereof, (i) this Guarantee may not be terminated and shall continue until all of the Obligations have been indefeasibly repaid and satisfied in full by Borrower in immediately available funds and the financing arrangements of Lender with Borrower have been terminated in accordance with the terms and conditions of the Loan Agreement.

6. Reinstatement. If after receipt of any payment of, or proceeds of collateral applied to the payment of, any of the Obligations, Lender is required to surrender or return such payment or proceeds to any Person for any reason, then the Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Guarantee shall continue in full force and effect as if such payment or proceeds had not been received by Lender. Guarantor shall be liable to pay to Lender, and does indemnify and hold Lender harmless for the amount of any payments or proceeds surrendered or returned subject to the liability of Guarantor to the extent provided herein. This Section 6 shall remain effective notwithstanding any contrary action which may be taken by Lender in reliance upon such payment or proceeds. This Section 6 shall survive the termination or revocation of this Guarantee.

7. Amendments and Waivers. Neither this Guarantee nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

8. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

(a) The validity, interpretation and enforcement of this Guarantee and any dispute arising out of the relationship between Guarantor and Lender, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Lender elects, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guarantee or any of the Loan Documents or in any way connected with or related or incidental to the dealings of Guarantor and Lender in respect of this Guarantee or any of the Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Borrower and Lender or the conduct of any such persons in connection with this Guarantee, the Loan Documents or otherwise shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Guarantor or his property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on any collateral at any time granted by Borrower or Guarantor to Lender or to otherwise enforce its rights against Guarantor or his property).

(c) Guarantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to his address set forth above and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Guarantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Guarantor shall appear in answer to such process, failing which Guarantor shall be deemed in default and judgment may be entered by Lender against Guarantor for the amount of the claim and other relief requested.

(d) GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS GUARANTEE OR ANY OF THE LOAN DOCUMENTS OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GUARANTOR AND LENDER IN RESPECT OF THIS GUARANTEE OR ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GUARANTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF

ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GUARANTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GUARANTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Lender shall not have any liability to Guarantor (whether in tort, contract, equity or otherwise) for losses suffered by Guarantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Guarantee, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of the Loan Agreement and the Loan Documents.

9. Notices. All notices, requests and demands hereunder shall be in writing and (a) made to Lender at its address set forth above and to Guarantor at his address set forth above, or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing.

10. Partial Invalidity. If any provision of this Guarantee is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Guarantee as a whole, but this Guarantee shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

11. Entire Agreement. This Guarantee represents the entire agreement and understanding of the parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

12. Successors and Assigns. This Guarantee shall be binding upon Guarantor and his respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of Lender and its successors, endorsees, transferees and assigns.

13. Construction. All references to the term "Guarantor" wherever used herein shall

mean Guarantor and his heirs, executors, administrators, successors and assigns (including, without limitation, any receiver, trustee or custodian for Guarantor or any of his assets or Guarantor in his capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "Lender" wherever used shall mean Lender and its successors and assigns. All references to the term "Borrower" or "Borrowers" wherever used herein shall mean Borrower and its successors and assigns (including, without limitation, any receiver, trustee or custodian for Borrower or any of its assets or Borrower in its capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "Person" or "person" wherever used herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock corporation, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All references to the plural shall also mean the singular and to the singular shall also mean the plural.

14. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Loan Agreement.

15. Delivery of an executed counterpart of this Guarantee by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Guarantee. Any party delivering an executed counterpart of this Guarantee by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Guarantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guarantee as of the day and year first above written.

RAYMOND L. McGEE

STATE OF CONN.)
) ss.: ANSONIA, OCTOBER 19, 2007
COUNTY OF NEW HAVEN)

On this 19TH day of October, 2007 before me personally came RAYMOND L. McGEE, to me known, to be the individual described in and which executed the foregoing instrument.

Notary Public

[Execution]

LIMITED NON-RECOURSE GUARANTEE

THIS LIMITED NON-RECOURSE GUARANTEE ("Limited Guarantee"), dated October 18, 2007 is by RAYMOND L. McGEE("Guarantor"), having an address at 934 Boston Post Road, Madison, Connecticut 06443, in favor of DEL MAR MASTER FUND, LTD., ("Lender"), together with its successors and assigns, having an office at 711 Fifth Avenue, New York, New York 10022.

W I T N E S S E T H :

WHEREAS, Lender, as assignee of Bank of America N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Bank of America Leasing & Capital, LLC, successor to Fleet Capital Corporation is a party to the Loan Agreement (as defined below) and has entered into financing arrangements pursuant to which Lender is making certain loans and advances to Ansonia Copper & Brass, Inc. ("Borrower"), as set forth in the Loan and Consignment Agreement, dated October 1, 2004, by and between Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and any other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Limited Guarantee (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents");

WHEREAS, in order to secure its obligations hereunder, Lender has requested, and Guarantor, as the sole member of AW Power Holdings, LLC ("AW Power"), has executed and delivered in favor of Lender, a Pledge and Security Agreement, dated of even date herewith (the "Guarantor Pledge Agreement") securing Guarantor's obligations hereunder; and

WHEREAS, due to the close business and financial relationships between Borrower and Guarantor, in consideration of the benefits which will accrue to Guarantor and as an inducement for and in consideration of Lender making loans and advances and providing other financial accommodations to Borrower pursuant to the Loan Agreement and the other Loan Documents, Guarantor deems it to be in his interests to guaranty, to the extent herein provided, the liabilities and obligations of Borrower to Lender under the Loan Agreement.;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees with Lender as follows:

1. Guarantee.

(a) Subject to the limitations provided for in Section 2 below, Guarantor absolutely and unconditionally guarantees and agrees to be liable for the full and indefeasible payment and performance when due of the following (all of which are collectively referred to

herein as the "Guaranteed Obligations"): (i) all obligations, liabilities and indebtedness of any kind, nature and description of Borrower to Lender and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Loan Agreement, the other Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts, which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in any such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Borrower or its successors to Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Lender and (ii) all expenses (including, without limitation, attorneys' fees and legal expenses) incurred by Lender in connection with the preparation, execution, delivery, recording, administration, collection, liquidation, enforcement and defense of Borrower's obligations, liabilities and indebtedness as aforesaid to Lender, the rights of Lender in any collateral or under this Limited Guarantee and all other Loan Documents or in any way involving claims by or against Lender directly or indirectly arising out of or related to the relationships between Borrower, Guarantor or any other Obligor (as hereinafter defined) and Lender, whether such expenses are incurred before, during or after the initial or any renewal term of the Loan Agreement and the other Loan Documents or after the commencement of any case with respect to Borrower or Guarantor under the United States Bankruptcy Code or any similar statute.

(b) This Limited Guarantee is a guaranty of payment and not of collection. Guarantor agrees that Lender need not attempt to collect any Guaranteed Obligations from Borrower, Guarantor or any other Obligor or to realize upon any collateral, but may require Guarantor to make immediate payment of all of the Guaranteed Obligations to Lender when due, whether by maturity, acceleration or otherwise, or at any time thereafter, subject to the limitations provided in Section 2 below. Lender may apply any amounts received in respect of the Guaranteed Obligations to any of the Guaranteed Obligations, in whole or in part (including attorneys' fees and legal expenses incurred by Lender with respect thereto or otherwise chargeable to Borrower or Guarantor) and in such order as Lender may elect. Notwithstanding anything to the contrary contained herein or otherwise, all payments applied to the Guaranteed Obligations (whether from proceeds of collateral or otherwise) shall be deemed applied first to the Guaranteed Obligations then outstanding in an amount in excess of the limitation on the liability of Guarantor provided for herein.

(c) Payment by Guarantor shall be made to Lender at the office of Lender from time to time on demand as Guaranteed Obligations become due. Guarantor shall make all payments to Lender on the Guaranteed Obligations free and clear of, and without deduction or withholding for or on account of, any setoff, counterclaim, defense, duties, taxes, levies, imposts, fees, deductions, withholding, restrictions or conditions of any kind, subject to the limitations provided in Section 2 below. One or more successive or concurrent actions may be brought hereon against Guarantor either in the same action in which Borrower or any other Obligor is sued or in separate actions. In the event any claim or action, or action on any judgment, based on this Limited Guarantee is brought against Guarantor, Guarantor agrees not

to deduct, set-off, or seek any counterclaim for or recoup any amounts which are or may be owed by Lender to Guarantor.

2. Limitations. Notwithstanding anything to the contrary contained in this Limited Guarantee, the liability of Guarantor hereunder for the Guaranteed Obligations shall be limited to fifty percent (50%) of all of Guarantor's present and future interests and rights in and to the Pledged Property (as defined in the Pledge Agreement"), including, without limitation, Guarantor's membership interests in AW Power and all present and future payments of money and all present and future rights to receive payment of monies or other distribution of payments due or to become due (net of any distributions, or any portions thereof, made to Guarantor, which are used for the sole purpose of funding Guarantor's tax obligations arising from such receipts), which are made or are due and payable with respect to, or arise out of Guarantor's sole membership interests in AW Power and AW Power's prior and/or current interests in Waterbury Generation, LLC, including, without limitation, any distributions, dividends, lease payments, project payments, finders fees, and/or any other payments of any kind, nature, or description, which are now or hereinafter received by Guarantor as AW Power's sole member or which Guarantor, as AW Power's sole member, has the right to receive. It is hereby acknowledged and agreed by each of Lender and Guarantor that the amount of Guarantor's liability for the Guaranteed Obligations shall be reduced pro rata based upon the percentage by which the total amount of Supplemental Advances (as defined in the Loan Agreement) have been indefeasibly repaid in full and the accompanying commitment to provide such Supplemental Advances has been permanently reduced by any prepayment, refinancing and/or replacement of the obligations due Lender by Borrower.

3. Waivers and Consents.

(a) Notice of acceptance of this Limited Guarantee, the making of loans and advances and providing other financial accommodations to Borrower and presentment, demand, protest, notice of protest, notice of nonpayment or default and all other notices to which Borrower or Guarantor is entitled are hereby waived by Guarantor. Guarantor also waives notice of and hereby consents to, (i) any amendment, modification, supplement, extension, renewal, or restatement of the Loan Agreement and any of the other Loan Documents, including, without limitation, extensions of time of payment of or increase or decrease in the amount of any of the Guaranteed Obligations, interest rate, fees, other charges, or any collateral, and the guarantee made herein shall apply to the Loan Agreement and the other Loan Documents and the Guaranteed Obligations as so amended, modified, supplemented, renewed, restated or extended, increased or decreased, (ii) the taking, exchange, surrender and releasing of collateral or guarantees now or at any time held by or available to Lender for the obligations of Borrower or any other party at any time liable on or in respect of the Guaranteed Obligations or who is the owner of any property which is security for the Guaranteed Obligations (individually, an "Obligor" and collectively, the "Obligors"), (iii) the exercise of, or refraining from the exercise of any rights against Borrower or any other Obligor or any collateral, (iv) the settlement, compromise or release of, or the waiver of any default with respect to, any of the Guaranteed Obligations and (v) any financing by Lender of Borrower under Section 364 of the United States Bankruptcy Code or consent to the use of cash collateral by Lender under Section 363 of the United States Bankruptcy Code. Guarantor agrees that the amount of the Guaranteed Obligations shall not be diminished and the liability of Guarantor hereunder shall not be otherwise impaired or affected by any of the foregoing.

(b) No invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations shall affect, impair or be a defense to this Limited Guarantee, nor shall any other circumstance which might otherwise constitute a defense available to or legal or equitable discharge of Borrower in respect of any of the Guaranteed Obligations, or Guarantor in respect of this Limited Guarantee, affect, impair or be a defense to this Limited Guarantee. Without limitation of the foregoing, the liability of Guarantor hereunder shall not be discharged or impaired in any respect by reason of any failure by Lender to perfect or continue perfection of any lien or security interest in any collateral or any delay by Lender in perfecting any such lien or security interest. As to interest, fees and expenses, whether arising before or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute, Guarantor shall be liable therefor, even if Borrower's liability for such amounts does not, or ceases to, exist by operation of law, subject to the limitations provided in Section 2 above. Guarantor acknowledges that Lender has not made any representations to Guarantor with respect to Borrower, any other Obligor or otherwise in connection with the execution and delivery by Guarantor of this Limited Guarantee and Guarantor is not in any respect relying upon Lender or any statements by Lender in connection with this Limited Guarantee.

(c) Unless and until the indefeasible payment and satisfaction in full of all of the Guaranteed Obligations in immediately available funds and the termination of the financing arrangements of Lender with Borrower, Guarantor hereby irrevocably and unconditionally waives and relinquishes (i) all statutory, contractual, common law, equitable and all other claims against Borrower, any collateral for the Guaranteed Obligations or other assets of Borrower or any other Obligor, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect to sums paid or payable to Lender by Guarantor hereunder and (ii) any and all other benefits which Guarantor might otherwise directly or indirectly receive or be entitled to receive by reason of any amounts paid by or collected or due from Guarantor, Borrower or any other Obligor upon the Guaranteed Obligations or realized from their property.

4. Subordination. Payment of all amounts now or hereafter owed to Guarantor by Borrower or any other Obligor (other than the payment of current compensation with any increases or additional compensation subject to the consent of Lender) is hereby subordinated in right of payment to the indefeasible payment in full to Lender of the Guaranteed Obligations and all such amounts and any security and guarantees therefor are hereby assigned to Lender as security for the Guaranteed Obligations; provided that this subordination provision shall not apply to the other fifty (50%) of such payments and distributions, which are not subject to the limitation provided for in Section 2 above and do not constitute Pledged Property.

5. Acceleration. Notwithstanding anything to the contrary contained herein or any of the terms of any of the other Loan Documents, but subject to the limitations provided in section 2 above, the liability of Guarantor for the entire Guaranteed Obligations shall mature and become immediately due and payable, even if the liability of Borrower or any other Obligor therefor does not, upon the occurrence of any act, condition or event which constitutes an Event of Default as such term is defined in the Loan Agreement.

6. Account Stated. The books and records of Lender showing the account between Lender and Borrower shall be admissible in evidence in any action or proceeding against or

involving Guarantor as prima facie proof of the items therein set forth, and the monthly statements of Lender rendered to Borrower, to the extent to which no written objection is made within thirty (30) days from the date of sending thereof to Borrower, shall be deemed conclusively correct and constitute an account stated between Lender and Borrower and be binding on Guarantor.

7. Termination. This Limited Guarantee is continuing, absolute and unconditional. All Guaranteed Obligations shall be conclusively presumed to have been created in reliance on this Limited Guarantee. Guarantor shall continue to be liable hereunder until one of Lender's officers actually receives a written termination notice from Guarantor sent to Lender at its address set forth above by certified mail, return receipt requested and thereafter as set forth below. Revocation or termination hereof by Guarantor shall not affect, in any manner, the rights of Lender or any obligations or duties of Guarantor under this Limited Guarantee with respect to (a) Guaranteed Obligations which have been created, contracted, assumed or incurred prior to the receipt by Lender of such written notice of revocation or termination as provided herein, including, without limitation, (i) all amendments, extensions, renewals and modifications of such Guaranteed Obligations (whether or not evidenced by new or additional agreements, documents or instruments executed on or after such notice of revocation or termination), (ii) all interest, fees and similar charges accruing or due on and after revocation or termination, and (iii) all attorneys' fees and legal expenses, costs and other expenses paid or incurred on or after such notice of revocation or termination in attempting to collect or enforce any of the Guaranteed Obligations against Borrower, Guarantor or any other Obligor (whether or not suit be brought), or (b) Guaranteed Obligations which have been created, contracted, assumed or incurred after the receipt by Lender of such written notice of revocation or termination as provided herein pursuant to any contract entered into by Lender prior to receipt of such notice. The sole effect of such revocation or termination by Guarantor shall be to exclude from this Limited Guarantee the liability of Guarantor for those Guaranteed Obligations arising after the date of receipt by Lender of such written notice which are unrelated to Guaranteed Obligations arising or transactions entered into prior to such date. Without limiting the foregoing, this Limited Guarantee may not be terminated and shall continue so long as the Loan Agreement shall be in effect (whether during its original term or any renewal, substitution or extension thereof).

8. Reinstatement. If after receipt of any payment of, or proceeds of collateral applied to the payment of, any of the Guaranteed Obligations, Lender is required to surrender or return such payment or proceeds to any Person for any reason, then the Guaranteed Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Limited Guarantee shall continue in full force and effect as if such payment or proceeds had not been received by Lender. Guarantor shall be, subject to the limitations provided in Section 2 above, liable to pay to Lender, and does indemnify and hold Lender harmless for the amount of any payments or proceeds surrendered or returned. This Section 8 shall remain effective notwithstanding any contrary action which may be taken by Lender in reliance upon such payment or proceeds. This Section 8 shall survive the termination or revocation of this Limited Guarantee.

9. Amendments and Waivers. Neither this Limited Guarantee nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not by

any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

10. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

(a) The validity, interpretation and enforcement of this Limited Guarantee and any dispute arising out of the relationship between Guarantor and Lender, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Lender elects, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Limited Guarantee or any of the Loan Documents or in any way connected with or related or incidental to the dealings of Guarantor and Lender in respect of this Limited Guarantee or any of the Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Borrower and Lender or the conduct of any such persons in connection with this Limited Guarantee, the Loan Documents or otherwise shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on any collateral at any time granted by Borrower or Guarantor to Lender or to otherwise enforce its rights against Guarantor or his property).

(c) Guarantor hereby waives personal service of any and all process upon Guarantor and consents that all such service of process may be made by certified mail (return receipt requested) directed to his or her address set forth above and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Guarantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Guarantor shall appear in answer to such process, failing which Guarantor shall be deemed in default and judgment may be entered by Lender against Guarantor for the amount of the claim and other relief requested.

(d) GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS LIMITED GUARANTEE OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GUARANTOR AND LENDER IN RESPECT OF THIS LIMITED

GUARANTEE OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GUARANTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GUARANTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GUARANTOR AND LENDER HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Lender shall not have any liability to Guarantor (whether in tort, contract, equity or otherwise) for losses suffered by Guarantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Limited Guarantee, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of the Loan Agreement and the other Loan Documents.

11. Notices. All notices, requests and demands hereunder shall be in writing and (a) made to Lender at its address set forth above and to Guarantor at his or her address set forth above, or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing.

12. Partial Invalidity. If any provision of this Limited Guarantee is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Limited Guarantee as a whole, but this Limited Guarantee shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

13. Entire Agreement. This Limited Guarantee represents the entire agreement and understanding of this parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

14. Successors and Assigns. This Limited Guarantee shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Lender and its successors, endorsees, transferees and assigns.

15. Construction. All references to the term "Guarantor" wherever used herein shall mean Guarantor and his or her heirs, executors, administrators, successors and assigns

(including, without limitation, any receiver, trustee or custodian for Guarantor or any of his or her assets or Guarantor in his or her capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "Lender" wherever used herein shall mean Lender and its successors and assigns and all references to the term "Borrower" wherever used herein shall mean Borrower and its successors and assigns (including, without limitation, any receiver, trustee or custodian for Borrower or any of its assets or Borrower in its capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "Person" or "person" wherever used herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock corporation, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All references to the plural shall also mean the singular and to the singular shall also mean the plural.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guarantee as of the day and year first above written.

Raymond L. McGee

RAYMOND L. McGEE

STATE OF CONN.)
) ss.: ANSONIA, OCTOBER 23, 2007
COUNTY OF NEW HAVEN)

On this 23RD day of October, 2007 before me personally came RAYMOND L. McGEE, to me known, to be the individual described in and who executed the foregoing instrument.

Patricia L. McGeegan

Commissioner of the Superior Court
Notary Public
My Commission Expires: 8-31-09

[Execution]

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Pledge Agreement"), dated October 18, 2007, is by RAYMOND L. McGEE, a resident of the State of Connecticut ("Pledgor"), having an address at 934 Boston Post Road, Madison, Connecticut 06443 to and in favor of DEL MAR MASTER FUND, LTD., a Delaware limited partnership ("Pledgee"), together with its successors and assigns, having an office at 711 Fifth Avenue, New York, New York 10022.

W I T N E S S E T H:

WHEREAS, Pledgor is now the direct and beneficial owner of one-hundred (100%) percent of the issued and outstanding membership interests (the "Pledged Interests") of AW Power Holdings LLC, a Connecticut limited liability company ("Issuer");

WHEREAS, Pledgee and Ansonia Copper & Brass, Inc. ("Borrower") have entered into or are about to enter into financing arrangements pursuant to which Pledgee may make loans and advances and provide other financial accommodations to Borrower as set forth in the Loan and Consignment Agreement, dated October 1, 2004, by and between Pledgee and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Pledge Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents");

WHEREAS, Pledgor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrower to Pledgee, subject to the limitations as set forth in the Limited Non-Recourse Guarantee, dated of even date herewith, by Pledgor in favor of Pledgee (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee");

WHEREAS, in order to induce Pledgee to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Pledgor has agreed to secure the payment and performance of the Guaranteed Obligations (as defined in the Guarantee) to Pledgee and to accomplish same by (i) executing and delivering to Pledgee this Pledge Agreement, (ii) delivering to Pledgee the Pledged Securities which are registered in the name of Pledgor, together with appropriate powers duly executed in blank by Pledgor, and (iii) delivering to Pledgee any and all other documents which Pledgee deems necessary to protect Pledgee's interests hereunder.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. Grant of Security Interest.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Guaranteed Obligations, Pledgor hereby pledges, hypothecates, transfers and sets over to Pledgee and grants to Pledgee a security interest in and lien upon: fifty (50%) percent of (i) the Pledged Interests and all other ownership interests of Pledgor in Issuer, all certificates (if any) at any time representing or evidencing such ownership interests and (1) all right, title and interest in, to and under the limited liability company and/or operating agreement with respect to Issuer as set forth on Exhibit A hereto (as each of the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, or replaced, the "LLC Agreement"), including, without limitation, all of its right, title and interest (if any) as a member to participate in the operation or management of Issuer and all of its ownership interests under the LLC Agreement, and (2) all present and future rights of Pledgor to receive payment of money or other distribution of payments (net of any distributions of payments, or any portion thereof, made to Pledgor, which are used for the sole purpose of funding Pledgor's tax obligations arising from such receipts) arising out of or in connection with the Pledged Interests and all other ownership interests and its rights under the LLC Agreement, now or hereafter owned by Pledgor (ii) all proceeds of and to any of the property of Pledgor described above (net of any distributions of payments, or any portion thereof, made to Pledgor, which are used for the sole purpose of funding Pledgor's tax obligations arising from such receipts) including, without limitation, all causes of action , claims and warranties now or hereafter held by Pledgor in respect of any of the items listed above, and to the extent related to any property described above or such proceeds and (iii) Pledgor's books and records with respect to the foregoing (all of the foregoing described in clauses (i), (ii) and (iii) above being collectively referred to herein as the "Pledged Property").

(b) This Pledge Agreement is executed only as security for the Guaranteed Obligations and, therefore, the execution and delivery of this Pledge Agreement shall not subject Pledgee to, or transfer or pass to Pledgee, or in any way affect or modify, the liability of Pledgor under the LLC Agreement or any related agreements, documents or instruments or otherwise. In no event shall the acceptance of this Pledge Agreement by Pledgee or the exercise by Pledgee of any rights hereunder or assigned hereby, constitute an assumption of any liability or obligation of Pledgor to, under or in connection with the LLC Agreement or any related agreements, documents or instruments or otherwise.

2. Obligations Secured. The security interest, lien and other interests granted to Pledgee, pursuant to this Pledge Agreement shall secure the prompt performance, observance and payment in full of any and all of the Guaranteed Obligations.

3. Representations, Warranties And Covenants. Pledgor hereby represents, warrants and covenants with and to Pledgee the following (all of such representations, warranties and covenants being continuing so long as any of the Guaranteed Obligations are outstanding):

(a) The Pledged Interests are duly authorized, validly issued, fully paid and non-assessable and constitute Pledgor's entire interest in Issuer and Pledgor is the registered owner of such ownership interests. Pledgor is the holder of one hundred (100%) percent of the equity interests in Issuer.

(b) The Pledged Property is directly, legally and beneficially owned by Pledgor, free and clear of all claims, liens, pledges and encumbrances of any kind, nature or description, except for the pledge and security interest in favor of Pledgee.

(c) Except for those restrictions imposed by Federal Security laws and State Blue Sky laws, the Pledged Property is not subject to any restrictions relative to the transfer thereof and Pledgor has the right to transfer and hypothecate the Pledged Property free and clear of any liens, encumbrances or restrictions.

(d) The Pledged Property is duly and validly pledged to Pledgee, and no consent or approval of any governmental or regulatory authority or of any securities exchange or the like, nor any consent or approval of any other third party, is necessary to the validity and enforceability of this Pledge Agreement:

(e) Pledgor authorizes Pledgee to: (i) store, deposit and safeguard the Pledged Property, (ii) perform any and all other acts which Pledgee deems reasonable and/or necessary for the protection and preservation of the Pledged Property or its value or Pledgee's security interest therein, including, without limitation, transferring, registering or arranging for the transfer or registration of the Pledged Property to or in Pledgee's own name and receiving the income therefrom as additional security for the Guaranteed Obligations and (iii) pay any charges or expenses which Pledgee deems necessary for the foregoing purpose, but without any obligation to do so (and any amounts so paid shall constitute Guaranteed Obligations under the Guarantee). Any obligation of Pledgee for reasonable care for the Pledged Property in Pledgee's possession shall be limited to the same degree of care which Pledgee uses for similar property pledged to Pledgee by other persons.

(f) If at any time after the date hereof Pledgor shall become entitled to receive or acquire, or shall receive or acquire any membership interest, membership interest certificate, or option or right with respect to the membership interest of Issuer (including without limitation, any certificate representing a distribution or exchange of or in connection with reclassification of the Pledged Interests) whether as an addition to, in substitution of, or in exchange for any of the Pledged Property or otherwise, Pledgor agrees to accept same as Pledgee's agent, to hold same in trust for Pledgee and to deliver same forthwith to Pledgee or Pledgee's agent or bailee in the form received, with the endorsement(s) of Pledgor where necessary and/or appropriate membership interest powers and/or assignments duly executed to be held by Pledgee or Pledgee's agent or bailee subject to the terms hereof, as further security for the Guaranteed Obligations.

(g) The Collateral is not and shall not at any time hereafter be investment property or otherwise subject to Article 8 of the Uniform Commercial Code as in effect in the State of New York on the date hereof (the "UCC"), except as Pledgee may otherwise expressly agree.

(h) The LLC Agreement and the certificate of formation of Issuer, each as in effect on the date hereof, permit and will permit (i) Issuer to grant the pledge and security interest in the Pledged Interests to Pledgee as provided in Section 1 hereof and (ii) Pledgee to be admitted to Issuer as a member thereof as provided in Section 5 hereof without conferring upon Issuer or any

other member thereof any option to acquire the membership interests so transferred to Pledgee or its designees.

(i) Pledgor shall not, without the prior consent of Pledgee, directly or indirectly, sell, assign, transfer, or otherwise dispose of, or grant any option with respect to the Pledged Property, nor shall Pledgor create, incur or permit any further pledge, hypothecation, encumbrance, lien, mortgage or security interest with respect to the Pledged Property, except for liens in favor of Pledgee.

(j) Pledgor shall keep full and accurate books and records relating to the Pledged Property and stamp or otherwise mark such books and records in such manner as Pledgee may require in order to reflect the security interests granted by this Pledge Agreement.

(k) So long as no Event of Default (as such term is defined in the Loan Agreement) has occurred and is continuing Pledgor shall have the right to vote and otherwise exercise all limited liability company rights with respect to the Pledged Property (if any) except as expressly prohibited herein.

(l) Prior to or concurrently with the execution and delivery of this Pledge Agreement, Pledgor shall deliver to Pledgee all any certificates representing the Pledged Property, accompanied by undated membership interest powers duly executed in blank.

(m) Pledgor has delivered to Pledgee a true, correct and complete copy of the LLC Agreement and the certificate of formation of Issuer, each as in effect on the date hereof. There are and shall be no other agreements governing the formation, organization or terms of the membership interests with respect to Issuer.

(n) Pledgor shall not permit Issuer, directly or indirectly, to (i) issue, sell, grant, assign, transfer or otherwise dispose of, any additional membership interests of Issuer or any option or warrant with respect to, or other right or security convertible into, any additional membership interests of Issuer, now or hereafter authorized, unless all of such additional membership interests, options, warrants, rights or other such securities are made and shall remain part of the Pledged Property subject to the pledge and security interest granted herein, (ii) take any action to withdraw the authority of or to limit or restrict the authority of Issuer's managers (if any) or officers to deal and contract with Pledgee and to bind and obligate Issuer other than restrictions relating to the Issuer's status as a single purpose entity, (iii) directly or indirectly (A) merge into or with or consolidate with any other person or entity or permit any other person or entity to merge into or with or consolidate with it, or (B) sell, assign, lease, transfer, abandon, or otherwise dispose of any of its assets or properties, or (C) form or acquire any subsidiaries, or (D) wind up, liquidate or dissolve, or (E) create, incur, assume or suffer to exist any security interest, mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever or any of its assets or properties other than those now in existence in connection with the Waterbury Generation LLC electrical generating facility, or (iv) pay any interim distribution in cash or other assets to any member of Issuer, except that Issuer shall be permitted to make distributions to Pledgor provided that Pledgor shall retain in a segregated account for the benefit of Pledgee fifty (50%) percent of the cash distributions or other assets received by Pledgor (net of any distributions or any portion thereof, made to Pledgor which will be used for the sole purpose of

funding Pledgor's tax obligations arising from such distribution), which shall remain in such segregated account until such time as Pledgee has exercised its rights and remedies under this Pledge Agreement or until the Guaranteed Obligations have been indefeasibly paid and satisfied in full. Pledgor shall provide Pledgee with a monthly statement of account issued by the depository institution in which such proceeds have been deposited.

(o) Pledgor shall promptly notify Pledgee in writing of the occurrence of any event specified in Issuer's certificate of formation, of the LLC Agreement or otherwise that would reasonably be expected to result in Issuer's dissolution or liquidation.

(p) Pledgor shall not, and shall not permit Issuer, directly or indirectly, to amend, modify or supplement any of the provisions of its LLC Agreement or the certificate of formation of such Issuer without the prior written consent of the Pledgee if any such amendment, modification or supplement could reasonably be expected to adversely affect any rights of Pledgee hereunder or under any of the other Loan Documents, or to limit or restrict the permissible activities in which Issuer may engage, without the prior written consent of Pledgee.

(q) In accordance with LLC Agreement, Pledgor hereby acknowledges and agrees that Pledgee or any of its successors and assigns (or any designee of Pledgee), shall, at Pledgee's option, upon written notice to Pledgor of Pledgee's intent to be admitted as a member of any Issuer (in the place of Pledgor at any time an Event of Default exists or has occurred and is continuing, be admitted as a member of Issuer without any further approval of Pledgor and without compliance by Pledgee or any other person with any of the conditions or other requirements of the LLC Agreement and without conferring upon any Person any option (whether under the LLC Agreement or otherwise) to acquire the membership interests so transferred to Pledgee, its successors or assigns, or its designees. Pledgor agrees to take such other action and execute such further documents as Pledgee may request from time to time in order to give effect to the provisions of the Pledge Agreement.

(r) Pledgor shall pay all charges and assessments of any nature against the Pledged Property or with respect thereto prior to said charges and/or assessments being delinquent.

(s) Pledgor shall promptly reimburse Pledgee on demand, together with interest at the rate then applicable to the indebtedness under in the Loan Agreement, for any charges, assessments or expenses paid or incurred by Pledgee in its discretion for the protection, preservation and maintenance of the Pledged Property and the enforcement of Pledgee's rights hereunder, including, without limitation, attorneys' fees and legal expenses incurred by Pledgee in seeking to protect, collect or enforce its rights in the Pledged Property or otherwise hereunder. Any such amounts paid or incurred by Pledgee shall constitute part of the Guaranteed Obligations under the Loan Agreement and may be charged by Pledgee to any loan account of Pledgor maintained by Pledgee, at its option.

(t) Pledgor shall furnish, or cause to be furnished, to Pledgee such information concerning any Issuer and the Pledged Property as Pledgee may from time to time reasonably request, including, without limitation, current financial statements, subject, however, to the terms of any existing confidentiality agreements.

(u) Pledgee may notify Issuer or the appropriate transfer agent of the Pledged Interests to register the security interest and pledge granted herein and honor the rights of Pledgee under this Pledge Agreement.

(v) Pledgor waives: (i) all rights to require Pledgee or Secured Parties to proceed against any other person, entity or collateral or to exercise any remedy, (ii) the defense of the statute of limitations in any action upon any of the Guaranteed Obligations, (iii) any right of subrogation or interest (except as provided in subsection (k) above) in the Guaranteed Obligations or Pledged Property until all Guaranteed Obligations have been paid in full, (iv) any rights to notice of any kind or nature whatsoever, unless specifically required in this Pledge Agreement or non-waivable under any applicable law, and (v) to the extent permissible, its rights under Section 9-207 of the UCC. Pledgor agrees that the Pledged Property, other collateral, or any other guarantor or endorser may be released, substituted or added with respect to the Guaranteed Obligations, in whole or in part, without releasing or otherwise affecting the liability of Pledgor, the pledge and security interests granted hereunder, or this Pledge Agreement. Pledgee is entitled to all of the benefits of a secured party set forth in Section 9-207 of the UCC.

(w) Pledgor agrees to take such other action and execute such further documents as Pledgee may reasonably request from time to time in order to give effect to the foregoing provisions of this Section 3.

(x) Pledgor agrees, as the sole member of Issuer, to take any and all action required by Issuer to distribute, subject to the terms of the Guarantee and this Pledge Agreement, all present and future payments of monies or other distributions of payments due or to become due Issuer, which are made or are due and payable with respect to AW Power's prior and/or current interests in Waterbury Generation, LLC, including, without limitation, any distributions, dividends, lease payments, project payments, finders fees, and/or any other payments of any kind, nature, or description which are hereinafter received by Issuer or which Issuer has the right to receive.

4. No Assumption of Liabilities.

(a) Nothing herein shall be construed to make Pledgee liable as a member of Issuer, and Pledgee by virtue of this Pledge Agreement or otherwise, shall not have any of the duties, Guaranteed Obligations or liabilities of a member of Issuer. The parties hereto expressly agree that this Pledge Agreement shall not be construed as creating a partnership or joint venture among Pledgee and Pledgor and/or Issuer.

(b) By accepting this Pledge Agreement, Pledgee does not intend to become a member of Issuer or otherwise be deemed to be a co-venturer with respect to Pledgor or Issuer either before or after an Event of Default shall have occurred. Pledgee shall have only those powers set forth herein and shall assume none of the duties, obligations or liabilities of Pledgor or of a member of Issuer. Pledgee shall not be obligated to perform or discharge any obligation of Pledgor as a result of the pledge hereby effected.

(c) The acceptance by Pledgee of this Pledge Agreement, with all of the rights, powers, privileges and authority so created, shall not at any time or in any event obligate Pledgee to

appear in or defend any action or proceeding relating to the Pledged Property to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expense or perform or discharge any obligation, duty or liability hereunder or otherwise with respect to the Pledged Property.

5. Rights And Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Pledgee, whether provided under this Pledge Agreement, the Loan Agreement, any of the other Loan Documents, applicable law or otherwise, Pledgee shall have the following rights and remedies which may be exercised without notice to, or consent by, Pledgor except as such notice or consent is expressly provided for hereunder:

(a) Pledgee, at its option, shall be empowered to exercise its continuing right to instruct Issuer (or the appropriate transfer agent of the Pledged Interests) to register any or all of the Pledged Interests which are part of the Pledged Property in the name of Pledgee or in the name of Pledgee's nominee (including, without limitation, any Lender) and Pledgee may complete, in any manner Pledgee may deem expedient, any and all membership interest powers, assignments or other documents heretofore or hereafter executed in blank by Pledgor and delivered to Pledgee. After said instruction, and without further notice, Pledgee shall have the exclusive right to exercise all rights with respect to the Pledged Interests which are part of the Pledged Property and other Pledged Property, and exercise any and all rights of conversion, redemption, exchange, subscription or any other rights, privileges, or options pertaining to any the Pledged Interests which are part of the Pledged Property or the other Pledged Property as if Pledgee were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Interests which are part of the Pledged Property and other Pledged Property upon any merger, consolidation, reorganization, recapitalization or other readjustment with respect thereto. Upon the exercise of any such rights, privileges or options by Pledgee, Pledgee shall have the right to deposit and deliver any and all of the Pledged Interests which are part of the Pledged Property and the other Pledged Property to any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as Pledgee may determine, all without liability, except to account for property actually received by Pledgee. However, Pledgee shall have no duty to exercise any of the aforesaid rights, privileges or options (all of which are exercisable in the sole discretion of Pledgee) and shall not be responsible for any failure to do so or delay in doing so.

(b) Upon prior written notice thereof by Pledgee to Issuer and Pledgor, (i) Pledgee may transfer the Pledged Property with respect to Issuer into the name of Pledgee (or its designee), and (ii) Pledgee (or its designee) shall be admitted as a member of Issuer in the place of Pledgor.

(c) In addition to all the rights and remedies of a secured party under the UCC or other applicable law, Pledgee shall have the right, at any time and without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Pledgor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived to the extent permitted by applicable law), to proceed forthwith to collect, redeem, recover, receive, appropriate, realize, sell, or otherwise dispose of and deliver any of the Pledged Property or any part thereof in one or more lots at public or private sale or sales at any exchange, broker's board or at any of Pledgee's

offices or elsewhere at such prices and on such terms as Pledgee may deem best. The foregoing disposition(s) may be for cash or on credit or for future delivery without assumption of any credit risk, with Pledgee having the right to purchase all or any part of the Pledged Property so sold at any such sale or sales, public or private, free of any right or equity of redemption in Pledgor, which right or equity is hereby expressly waived or released by Pledgor. The proceeds of any such collection, redemption, recovery, receipt, appropriation, realization, sale or other disposition, after deducting all costs and expenses of every kind incurred relative thereto or incidental to the care, safekeeping or otherwise of any and all Pledged Property or in any way relating to the rights of Pledgee hereunder, including attorneys' fees and legal expenses, shall be applied first to the satisfaction of the Guaranteed Obligations (in such order as Pledgee may elect and whether or not due) and then to the payment of any other amounts required by applicable law, including Section 9-615(a)(3) of the UCC, with Pledgor to be and remain liable for any deficiency. Pledgor shall be liable to Pledgee for the payment on demand of all such costs and expenses, together with interest at the then applicable rate set forth in the Loan Agreement, and any attorneys' fees and legal expenses. Pledgor agrees that five (5) days prior written notice by Pledgee designating the place and time of any public sale or of the time after which any private sale or other intended disposition of any or all of the Pledged Property is to be made, is reasonable notification of such matters.

(d) Pledgor recognizes that Pledgee may be unable to effect a public sale of all or part of the Pledged Property by reason of certain prohibitions contained in the Securities Act of 1933, as amended, as now or hereafter in effect or in applicable Blue Sky or other state securities law, as now or hereafter in effect, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Pledged Property for their own account for investment and not with a view to the distribution or resale thereof. If at the time of any sale of the Pledged Property or any part thereof, the same shall not, for any reason whatsoever, be effectively registered (if required) under the Securities Act of 1933 (or other applicable state securities law), as then in effect, Pledgee in its sole and absolute discretion is authorized to sell such Pledged Property or such part thereof by private sale in such manner and under such circumstances as Pledgee or its counsel may deem necessary or advisable in order that such sale may legally be effected without registration. Pledgor agrees that private sales so made may be at prices and other terms less favorable to the seller than if such Pledged Property were sold at public sale, and that Pledgee have no obligation to delay the sale of any such Pledged Property for the period of time necessary to permit Issuer, even if Issuer would agree, to register such Pledged Property for public sale under such applicable securities laws. Pledgor agrees that any private sales made under the foregoing circumstances shall be deemed to have been in a commercially reasonable manner.

(e) All of the Pledgee's rights and remedies, whether provided under this Pledge Agreement and the other Loan Documents, the instruments comprising the Pledged Property, applicable law or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively or concurrently as Pledgee may deem expedient. No failure or delay on the part of Pledgee in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers And Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Pledge Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to principals of conflicts of law, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Pledgor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York, whichever Pledgee may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Pledge Agreement or any of the other Loan Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Pledge Agreement or any of the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Pledgee shall have the right to bring any action or proceeding against Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Pledged Property or to otherwise enforce its rights against Pledgor or its property).

(c) Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Pledgee's option, by service upon Pledgor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Pledgor shall appear in answer to such process, failing which Pledgor shall be deemed in default and judgment may be entered by Pledgee against Pledgor for the amount of the claim and other relief requested.

(d) PLEDGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS PLEDGE AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF PLEDGOR AND PLEDGEE IN RESPECT OF THIS PLEDGE AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. PLEDGOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT PLEDGOR OR PLEDGEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS PLEDGE AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF PLEDGOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Pledgee shall not have any liability to Pledgor (whether in tort, contract, equity or otherwise) for losses suffered by Pledgor in connection with, arising out of, or in any way related to the transactions or relationships

contemplated by this Pledge Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Pledgee, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Pledgee. In any such litigation, Pledgee and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Pledge Agreement and the other Loan Documents.

7. Miscellaneous.

(a) Pledgor agrees that at any time and from time to time upon the written request of Pledgee, Pledgor shall execute and deliver such further documents, including, but not limited to, irrevocable proxies or membership interest powers, in form satisfactory to counsel for Pledgee, and will take or cause to be taken such further acts as Pledgee may request in order to effect the purposes of this Pledge Agreement and perfect or continue the perfection of the security interest in the Pledged Property granted to Pledgee hereunder.

(b) Beyond the exercise of reasonable care to assure the safe custody of the Pledged Property (whether such custody is exercised by Pledgee, or Pledgee's nominee, agent or bailee) Pledgee or Pledgee's nominee agent or bailee shall have no duty or liability to protect or preserve any rights pertaining thereto and shall be relieved of all responsibility for the Pledged Property upon surrendering it to Pledgor or foreclosure with respect thereto.

(c) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Pledgor:	Raymond L. McGee 934 Boston Post Road Madison, Connecticut 06443 Telephone No.: 203-732-6673 Telecopy No.: 203-735-3787
If to Pledgee:	Del Mar Master Fund, Ltd. 711 Fifth Avenue New York, New York 10022 Attention: Mr. Kenneth Grossman Telephone No.: 212-328-7155 Telecopy No.: 212-328-7128
With a copy to:	Del Mar Master Fund, Ltd. 711 Fifth Avenue New York, New York 10022

	Attention: Mr. Marc Simons Telephone No.: 212 328-7140 Telecopy No.: 212 328-7128

(d) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Pledgor, Pledgee, and Issuer pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Pledge Agreement" and words of similar import when used in this Pledge Agreement shall refer to this Pledge Agreement as a whole and not any particular provision of this Pledge Agreement and as this Pledge Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(g) hereof. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(e) This Pledge Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Pledgor and its successors and assigns and inure to the benefit of and be enforceable by Pledgee and its successors and assigns.

(f) If any provision of this Pledge Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Pledge Agreement as a whole, but this Pledge Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(g) Neither this Pledge Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Pledgee and Pledgor. Pledgee shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Pledgee. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Pledgee of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Pledgee would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Pledgor has executed this Pledge Agreement as of the day and year first above written.

RAYMOND L. McGEE

EXHIBIT A
TO
PLEDGE AND SECURITY AGREEMENT

Issuer	LLC Agreement	% Interest Owned
AW Power Holdings LLC	Operating Agreement of AW Power Holdings LLC	100

TERMINATION OF LIMITED GUARANTY

October 18, 2007

Raymond L. McGee
934 Boston Post Road
Madison, Connecticut 06443

Dear Mr. McGee:

Del Mar Master Fund, Ltd., ("Lender"), as assignee of Bank of America N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Bank of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, has entered into financing arrangements pursuant to which Lender is making certain loans and advances to Ansonia Copper & Brass, Inc. ("Borrower"), as set forth in the Loan and Consignment Agreement, dated October 1, 2004, by and between Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and any other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents").

In connection with the Loan Agreement and the transactions contemplated thereby, you delivered a Limited Guaranty Agreement, dated October 1, 2004, in favor of Lender ("Guaranty").

The undersigned hereby confirms that the Guaranty is terminated and Guarantor is hereby released from his obligations thereunder.

Very truly yours,

DEL MAR MASTER FUND, LTD.

By: _____
KENNETH S. GROSSMAN

Title: Managing Director

898702.3

[Execution]

GUARANTEE

THIS GUARANTEE ("Guarantee"), dated October 18, 2007 is by AW ANSONIA GENERATION, LLC ("Guarantor"), having an address at 75 Liberty Street, Ansonia, Connecticut 06401, in favor of DEL MAR MASTER FUND, LTD., ("Lender"), together with its successors and assigns, having an office at 711 Fifth Avenue, New York, New York 10022.

WITNESSETH:

WHEREAS, Lender, as assignee of Bank of America N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Bank of America Leasing & Capital, LLC, successor to Fleet Capital Corporation is a party to the Loan Agreement (as defined below) and has entered into financing arrangements pursuant to which Lender is making certain loans and advances to Ansonia Copper & Brass, Inc. ("Borrower"), as set forth in the Loan and Consignment Agreement, dated October 1, 2004, by and between Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and any other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Guarantee (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, due to the close business and financial relationships between Borrower and Guarantor, in consideration of the benefits which will accrue to Guarantor and as an inducement for and in consideration of Lender making loans and advances and providing other financial accommodations to Borrower pursuant to the Loan Agreement and the other Loan Documents, Guarantor deems it to be in his interests to guaranty, to the extent herein provided, the liabilities and obligations of Borrower to Lender under the Loan Agreement.;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees with Lender as follows:

1. Guarantee.

(a) Guarantor absolutely and unconditionally guarantees and agrees to be liable for the full and indefeasible payment and performance when due of the following (all of which are collectively referred to herein as the "Guaranteed Obligations"): (i) all obligations, liabilities and indebtedness of any kind, nature and description of Borrower to Lender and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Loan Agreement, the other Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or

after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts, which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in any such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Borrower or its successors to Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Lender and (ii) all expenses (including, without limitation, attorneys' fees and legal expenses) incurred by Lender in connection with the preparation, execution, delivery, recording, administration, collection, liquidation, enforcement and defense of Borrower's obligations, liabilities and indebtedness as aforesaid to Lender, the rights of Lender in any collateral or under this Guarantee and all other Loan Documents or in any way involving claims by or against Lender directly or indirectly arising out of or related to the relationships between Borrower, Guarantor or any other Obligor (as hereinafter defined) and Lender, whether such expenses are incurred before, during or after the initial or any renewal term of the Loan Agreement and the other Loan Documents or after the commencement of any case with respect to Borrower or Guarantor under the United States Bankruptcy Code or any similar statute.

(b) This Guarantee is a guaranty of payment and not of collection. Guarantor agrees that Lender need not attempt to collect any Guaranteed Obligations from Borrower, Guarantor or any other Obligor or to realize upon any collateral, but may require Guarantor to make immediate payment of all of the Guaranteed Obligations to Lender when due, whether by maturity, acceleration or otherwise, or at any time thereafter. Lender may apply any amounts received in respect of the Guaranteed Obligations to any of the Guaranteed Obligations, in whole or in part (including attorneys' fees and legal expenses incurred by Lender with respect thereto or otherwise chargeable to Borrower or Guarantor) and in such order as Lender may elect.

(c) Payment by Guarantor shall be made to Lender at the office of Lender from time to time on demand as Guaranteed Obligations become due. Guarantor shall make all payments to Lender on the Guaranteed Obligations free and clear of, and without deduction or withholding for or on account of, any setoff, counterclaim, defense, duties, taxes, levies, imposts, fees, deductions, withholding, restrictions or conditions of any kind. One or more successive or concurrent actions may be brought hereon against Guarantor either in the same action in which Borrower or any other Obligor is sued or in separate actions. In the event any claim or action, or action on any judgment, based on this Guarantee is brought against Guarantor, Guarantor agrees not to deduct, set-off, or seek any counterclaim for or recoup any amounts which are or may be owed by Lender to Guarantor.

(d) Notwithstanding anything to the contrary contained herein, the amount of the obligations payable by Guarantor under this Guarantee shall be the aggregate amount of the Guaranteed Obligations unless a court of competent jurisdiction adjudicates Guarantor's obligations to be invalid, avoidable or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers), in which case the amount of the Guaranteed Obligations payable by Guarantor hereunder shall be limited to the maximum amount that could be guaranteed by Guarantor

without rendering Guarantor's obligation sunder this Guarantee invalid, avoidable or unenforceable under such applicable law.

2. Waivers and Consents.

(a) Notice of acceptance of this Guarantee, the making of loans and advances and providing other financial accommodations to Borrower and presentment, demand, protest, notice of protest, notice of nonpayment or default and all other notices to which Borrower or Guarantor is entitled are hereby waived by Guarantor. Guarantor also waives notice of and hereby consents to, (i) any amendment, modification, supplement, extension, renewal, or restatement of the Loan Agreement and any of the other Loan Documents, including, without limitation, extensions of time of payment of or increase or decrease in the amount of any of the Guaranteed Obligations, the interest rate, fees, other charges, or any collateral, and the guarantee made herein shall apply to the Loan Agreement and the other Loan Documents and the Guaranteed Obligations as so amended, modified, supplemented, renewed, restated or extended, increased or decreased, (ii) the taking, exchange, surrender and releasing of collateral or guarantees now or at any time held by or available to Lender for the obligations of Borrower or any other party at any time liable on or in respect of the Guaranteed Obligations or who is the owner of any property which is security for the Guaranteed Obligations (individually, an "Obligor" and collectively, the "Obligors"), (iii)the exercise of, or refraining from the exercise of any rights against Borrower or any other Obligor or any collateral, (iv) the settlement, compromise or release of, or the waiver of any default with respect to, any of the Guaranteed Obligations and (v) any financing by Lender of Borrower under Section 364 of the United States Bankruptcy Code or consent to the use of cash collateral by Lender under Section 363 of the United States Bankruptcy Code. Guarantor agrees that the amount of the Guaranteed Obligations shall not be diminished and the liability of Guarantor hereunder shall not be otherwise impaired or affected by any of the foregoing.

(b) No invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations shall affect, impair or be a defense to this Guarantee, nor shall any other circumstance which might otherwise constitute a defense available to or legal or equitable discharge of Borrower in respect of any of the Guaranteed Obligations, or Guarantor in respect of this Guarantee, affect, impair or be a defense to this Guarantee. Without limitation of the foregoing, the liability of Guarantor hereunder shall not be discharged or impaired in any respect by reason of any failure by Lender to perfect or continue perfection of any lien or security interest in any collateral or any delay by Lender in perfecting any such lien or security interest. As to interest, fees and expenses, whether arising before or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute, Guarantor shall be liable therefor, even if Borrower' liability for such amounts does not, or ceases to, exist by operation of law. Guarantor acknowledges that Lender has not made any representations to Guarantor with respect to Borrower, any other Obligor or otherwise in connection with the execution and delivery by Guarantor of this Guarantee and Guarantor is not in any respect relying upon Lender or any statements by Lender in connection with this Guarantee.

(c) Unless and until the indefeasible payment and satisfaction in full of all of the Guaranteed Obligations in immediately available funds and the termination of the financing

arrangements of Lender with Borrower, Guarantor hereby irrevocably and unconditionally waives and relinquishes all statutory, contractual, common law, equitable and all other claims against Borrower, any collateral for the Guaranteed Obligations or other assets of Borrower or any other Obligor, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect to sums paid or payable to Lender by Guarantor hereunder and Guarantor hereby further irrevocably and unconditionally waives and relinquishes any and all other benefits which Guarantor might otherwise directly or indirectly receive or be entitled to receive by reason of any amounts paid by or collected or due from Guarantor, Borrower or any other Obligor upon the Guaranteed Obligations or realized from their property.

3. Subordination. Payment of all amounts now or hereafter owed to Guarantor by Borrower or any other Obligor is hereby subordinated in right of payment to the indefeasible payment in full to Lender of the Guaranteed Obligations and all such amounts and any security and guarantees therefor are hereby assigned to Lender as security for the Guaranteed Obligations.

4. Acceleration. Notwithstanding anything to the contrary contained herein or any of the terms of any of the other Loan Documents, the liability of Guarantor for the entire Guaranteed Obligations shall mature and become immediately due and payable, even if the liability of Borrower or any other Obligor therefor does not, upon the occurrence of any act, condition or event which constitutes an Event of Default as such term is defined in the Loan Agreement.

5. Account Stated. The books and records of Lender showing the account between Lender and Borrower shall be admissible in evidence in any action or proceeding against or involving Guarantor as prima facie proof of the items therein set forth, and the monthly statements of Lender rendered to Borrower, to the extent to which no written objection is made within thirty (30) days from the date of sending thereof to Borrower, shall be deemed conclusively correct and constitute an account stated between Lender and Borrower and be binding on Guarantor.

6. Termination. This Guarantee is continuing, unlimited, absolute and unconditional. All Guaranteed Obligations shall be conclusively presumed to have been created in reliance on this Guarantee. Guarantor shall continue to be liable hereunder until one of Lender's officers actually receives a written termination notice from Guarantor sent to Lender at its address set forth above by certified mail, return receipt requested and thereafter as set forth below. Revocation or termination hereof by Guarantor shall not affect, in any manner, the rights of Lender or any obligations or duties of Guarantor under this Guarantee with respect to (a) Guaranteed Obligations which have been created, contracted, assumed or incurred prior to the receipt by Lender of such written notice of revocation or termination as provided herein, including, without limitation, (i) all amendments, extensions, renewals and modifications of such Guaranteed Obligations (whether or not evidenced by new or additional agreements, documents or instruments executed on or after such notice of revocation or termination), (ii) all interest, fees and similar charges accruing or due on and after revocation or termination, and (iii) all attorneys' fees and legal expenses, costs and other expenses paid or incurred on or after such notice of revocation or termination in attempting to collect or enforce any of the Guaranteed Obligations against Borrower, Guarantor or any other Obligor (whether or not suit be brought), or (b) Guaranteed Obligations which have been created, contracted, assumed or incurred after the

receipt by Lender of such written notice of revocation or termination as provided herein pursuant to any contract entered into by Lender prior to receipt of such notice. The sole effect of such revocation or termination by Guarantor shall be to exclude from this Guarantee the liability of Guarantor for those Guaranteed Obligations arising after the date of receipt by Lender of such written notice which are unrelated to Guaranteed Obligations arising or transactions entered into prior to such date. Without limiting the foregoing, this Guarantee may not be terminated and shall continue so long as the Loan Agreement shall be in effect (whether during its original term or any renewal, substitution or extension thereof).

7. Reinstatement. If after receipt of any payment of, or proceeds of collateral applied to the payment of, any of the Guaranteed Obligations, Lender is required to surrender or return such payment or proceeds to any Person for any reason, then the Guaranteed Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Guarantee shall continue in full force and effect as if such payment or proceeds had not been received by Lender. Guarantor shall be liable to pay to Lender, and does indemnify and hold Lender harmless for the amount of any payments or proceeds surrendered or returned. This Section 7 shall remain effective notwithstanding any contrary action which may be taken by Lender in reliance upon such payment or proceeds. This Section 7 shall survive the termination or revocation of this Guarantee.

8. Amendments and Waivers. Neither this Guarantee nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

9. Corporate Existence, Power and Authority. Guarantor is a limited liability company duly organized and in good standing under the laws of its state or other jurisdiction of formation and is duly qualified as a foreign corporation and in good standing in all states or other jurisdictions where the nature and extent of the business transacted by it or the ownership of assets makes such qualification necessary, except for those jurisdictions in which the failure to so qualify would not have a material adverse effect on the financial condition, results of operation or businesses of Guarantor or the rights of Lender hereunder or under any of the other Loan Documents. The execution, delivery and performance of this Guarantee is within the company powers of Guarantor, have been duly authorized and are not in contravention of law or the terms of the certificates of incorporation, by-laws or other organizational documentation of Guarantor, or any indenture, agreement or undertaking to which Guarantor is a party or by which Guarantor or its property are bound. This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms.

10. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

(a) The validity, interpretation and enforcement of this Guarantee and any dispute arising out of the relationship between Guarantor and Lender, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but

excluding any principles of conflicts of law or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Lender elects, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guarantee or any of the other Loan Documents or in any way connected with or related or incidental to the dealings of Guarantor and Lender in respect of this Guarantee or any of the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Borrower and Lender or the conduct of any such persons in connection with this Guarantee, the other Loan Documents or otherwise shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Guarantor or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on any collateral at any time granted by Borrower or Guarantor to Lender or to otherwise enforce its rights against Guarantor or its property).

(c) Guarantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth in Section 11 hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Guarantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Guarantor shall appear in answer to such process, failing which Guarantor shall be deemed in default and judgment may be entered by Lender against Guarantor for the amount of the claim and other relief requested.

(d) GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS GUARANTEE OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GUARANTOR AND LENDER IN RESPECT OF THIS GUARANTEE OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GUARANTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GUARANTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GUARANTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Lender shall not have any liability to Guarantor (whether in tort, contract, equity or otherwise) for losses suffered by Guarantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Guarantee, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-

appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of the Loan Agreement and the other Loan Documents.

11. Notices. All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Guarantor:	AW Ansonia Generation LLC 75 Liberty Street Ansonia, Connecticut 06401 Telephone No.: (203)-732-6673 Telecopy No.: (203) 735-3787 Attention: Mr. Ray McGee
If to Lender:	Del Mar Master Fund, Ltd 711 Fifth Avenue New York, New York 10022 Attention: Mr. Kenneth Grossman Telephone No.: (212)-328-7155 Telecopy No.: (212)-328-7128
With a copy to:	Del Mar Master Fund, Ltd. 711 Fifth Avenue New York, New York 10022 Attention: Mr. Marc Simons Telephone No.: 212-328-7140 Telecopy No.: 212-328-7128

12. Partial Invalidity. If any provision of this Guarantee is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Guarantee as a whole, but this Guarantee shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

13. Entire Agreement. This Guarantee represents the entire agreement and understanding of this parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties,

commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

14. Successors and Assigns. This Guarantee shall be binding upon Guarantor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, endorsees, transferees and assigns.

15. Construction. All references to the term "Guarantor" wherever used herein shall mean Guarantor and its heirs, executors, administrators, successors and assigns (including, without limitation, any receiver, trustee or custodian for Guarantor or any of its assets or Guarantor in its capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "Lender" wherever used herein shall mean Lender and its successors and assigns and all references to the term "Borrower" wherever used herein shall mean Borrower and its successors and assigns (including, without limitation, any receiver, trustee or custodian for Borrower or any of its assets or Borrower in its capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "Person" or "person" wherever used herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock corporation, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All references to the plural shall also mean the singular and to the singular shall also mean the plural.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guarantee as of the day and year first above written.

AW ANSONIA GENERATION, LLC

By: Raymond L. McGee

Title: Raymond L. McGee, Member

Chief Executive Office:
75 Liberty Street
Ansonia, Connecticut 06401

[Execution]

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Pledge Agreement"), dated October 18, 2007, is by AW ANSONIA GENERATION LLC, a Connecticut limited liability company ("Pledgor"), with its chief executive office at 75 Liberty Street, Ansonia, Connecticut 06401 to and in favor of DEL MAR MASTER FUND, LTD., a Cayman Islands corporation ("Pledgee"), together with its successors and assigns, having an office at 711 Fifth Avenue, New York, New York 10022.

W I T N E S S E T H:

WHEREAS, Pledgor is now the direct and beneficial owner of sixty-five (65%) percent of the issued and outstanding membership interests (the "Pledged Interests") of Ansonia Generation LLC, a Connecticut limited liability company ("Issuer");

WHEREAS, Pledgee and Ansonia Copper & Brass, Inc. ("Borrower") have entered into or are about to enter into financing arrangements pursuant to which Pledgee may make loans and advances and provide other financial accommodations to Borrower as set forth in the Loan and Consignment Agreement, dated October 1, 2004, by and between Pledgee and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Pledge Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents");

WHEREAS, Pledgor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrower to Pledgee as set forth in the Guarantee, dated of even date herewith, by Pledgor in favor of Pledgee (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee");

WHEREAS, in order to induce Pledgee to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Pledgor has agreed to secure the payment and performance of the Guaranteed Obligations (as defined in the Guarantee) to Pledgee and to accomplish same by (i) executing and delivering to Pledgee this Pledge Agreement, (ii) delivering to Pledgee the Pledged Securities which are registered in the name of Pledgor, together with appropriate powers duly executed in blank by Pledgor, and (iii) delivering to Pledgee any and all other documents which Pledgee deems necessary to protect Pledgee's interests hereunder.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. Grant of Security Interest.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Guaranteed Obligations, Pledgor hereby pledges, hypothecates, transfers and sets over to Pledgee and grants to Pledgee a security interest in and lien upon: (i) the Pledged Interests and all other ownership interests of Pledgor in Issuer, all certificates (if any) at any time representing or evidencing such ownership interests and (1) all right, title and interest in, to and under the limited liability company and/or operating agreement with respect to Issuer as set forth on Exhibit A hereto (as each of the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, or replaced, the "LLC Agreement"), including, without limitation, all of its right, title and interest (if any) as a member to participate in the operation or management of Issuer and all of its ownership interests under the LLC Agreement, and (2) all present and future rights of Pledgor to receive payment of money or other distribution of payments arising out of or in connection with the Pledged Interests and all other ownership interests and its rights under the LLC Agreement, now or hereafter owned by Pledgor (ii) all proceeds of and to any of the property of Pledgor described above, including, without limitation, all causes of action , claims and warranties now or hereafter held by Pledgor in respect of any of the items listed above, and to the extent related to any property described above or such proceeds and (iii) Pledgor's books and records with respect to the foregoing (all of the foregoing described in clauses (i), (ii) and (iii) above being collectively referred to herein as the "Pledged Property").

(b) This Pledge Agreement is executed only as security for the Guaranteed Obligations and, therefore, the execution and delivery of this Pledge Agreement shall not subject Pledgee to, or transfer or pass to Pledgee, or in any way affect or modify, the liability of Pledgor under the LLC Agreement or any related agreements, documents or instruments or otherwise. In no event shall the acceptance of this Pledge Agreement by Pledgee or the exercise by Pledgee of any rights hereunder or assigned hereby, constitute an assumption of any liability or obligation of Pledgor to, under or in connection with the LLC Agreement or any related agreements, documents or instruments or otherwise.

2. Obligations Secured. The security interest, lien and other interests granted to Pledgee, pursuant to this Pledge Agreement shall secure the prompt performance, observance and payment in full of any and all of the Guaranteed Obligations.

3. Representations, Warranties And Covenants. Pledgor hereby represents, warrants and covenants with and to Pledgee the following (all of such representations, warranties and covenants being continuing so long as any of the Guaranteed Obligations are outstanding):

(a) The Pledged Interests are duly authorized, validly issued, fully paid and non-assessable and constitute Pledgor's entire interest in Issuer and Pledgor is the registered owner of such ownership interests. Pledgor is the holder of sixty-five (65%) percent of the equity interests in Issuer.

(b) The Pledged Property is directly, legally and beneficially owned by Pledgor, free and clear of all claims, liens, pledges and encumbrances of any kind, nature or description,

except for the pledge and security interest in favor of Pledgee, and the pledges, claims, liens, encumbrances and security interests permitted under the Loan Agreement.

(c) Except for those restrictions imposed by Federal Security laws and State Blue Sky laws, the Pledged Property is not subject to any restrictions relative to the transfer thereof and Pledgor has the right to transfer and hypothecate the Pledged Property free and clear of any liens, encumbrances or restrictions, which pledge has been consented to by the Managing Member of Issuer.

(d) The Pledged Property is duly and validly pledged to Pledgee, and no consent or approval of any governmental or regulatory authority or of any securities exchange or the like, nor any consent or approval of any other third party, is necessary to the validity and enforceability of this Pledge Agreement, except for the consent of Managing Member of Issuer, which consent has been executed and delivered by Managing Member of Issuer, a copy of which has been delivered to Pledgee..

(e) Pledgor authorizes Pledgee to: (i) store, deposit and safeguard the Pledged Property, (ii) perform any and all other acts which Pledgee deems reasonable and/or necessary for the protection and preservation of the Pledged Property or its value or Pledgee's security interest therein, including, without limitation, transferring, registering or arranging for the transfer or registration of the Pledged Property to or in Pledgee's own name and receiving the income therefrom as additional security for the Guaranteed Obligations and (iii) pay any charges or expenses which Pledgee deems necessary for the foregoing purpose, but without any obligation to do so (and any amounts so paid shall constitute Guaranteed Obligations under the Guarantee). Any obligation of Pledgee for reasonable care for the Pledged Property in Pledgee's possession shall be limited to the same degree of care which Pledgee uses for similar property pledged to Pledgee by other persons.

(f) If at any time after the date hereof Pledgor shall become entitled to receive or acquire, or shall receive or acquire any membership interest, membership interest certificate, or option or right with respect to the membership interest of Issuer (including without limitation, any certificate representing a distribution or exchange of or in connection with reclassification of the Pledged Interests) whether as an addition to, in substitution of, or in exchange for any of the Pledged Property or otherwise, Pledgor agrees to accept same as Pledgee's agent, to hold same in trust for Pledgee and to deliver same forthwith to Pledgee or Pledgee's agent or bailee in the form received, with the endorsement(s) of Pledgor where necessary and/or appropriate membership interest powers and/or assignments duly executed to be held by Pledgee or Pledgee's agent or bailee subject to the terms hereof, as further security for the Guaranteed Obligations.

(g) The Collateral is not and shall not at any time hereafter be investment property or otherwise subject to Article 8 of the Uniform Commercial Code as in effect in the State of New York on the date hereof (the "UCC"), except as Pledgee may otherwise expressly agree.

(h) The LLC Agreement and the certificate of formation of Issuer, each as in effect on the date hereof, permit and will permit (i) Issuer to grant the pledge and security interest in the Pledged Interests to Pledgee as provided in Section 1 hereof and (ii) Pledgee to be admitted to

Issuer as a member thereof as provided in Section 5 hereof without conferring upon Issuer or any other member thereof any option to acquire the membership interests so transferred to Pledgee or its designees.

(i) Pledgor shall not, without the prior consent of Pledgee, directly or indirectly, sell, assign, transfer, or otherwise dispose of, or grant any option with respect to the Pledged Property, nor shall Pledgor create, incur or permit any further pledge, hypothecation, encumbrance, lien, mortgage or security interest with respect to the Pledged Property, except for liens in favor of Pledgee.

(j) Pledgor shall keep full and accurate books and records relating to the Pledged Property and stamp or otherwise mark such books and records in such manner as Pledgee may require in order to reflect the security interests granted by this Pledge Agreement.

(k) So long as no Event of Default (as such term is defined in the Loan Agreement) has occurred and is continuing Pledgor shall have the right to vote and otherwise exercise all limited liability company rights with respect to the Pledged Property (if any) except as expressly prohibited herein.

(l) Prior to or concurrently with the execution and delivery of this Pledge Agreement, Pledgor shall deliver to Pledgee all any certificates representing the Pledged Property, accompanied by undated membership interest powers duly executed in blank.

(m) Pledgor has delivered to Pledgee a true, correct and complete copy of the LLC Agreement and the certificate of formation of Issuer, each as in effect on the date hereof. There are and shall be no other agreements governing the formation, organization or terms of the membership interests with respect to Issuer.

(n) Pledgor shall not permit Issuer, directly or indirectly, to (i) issue, sell, grant, assign, transfer or otherwise dispose of, any additional membership interests of Issuer or any option or warrant with respect to, or other right or security convertible into, any additional membership interests of Issuer, now or hereafter authorized, unless all of such additional membership interests, options, warrants, rights or other such securities are made and shall remain part of the Pledged Property subject to the pledge and security interest granted herein, (ii) take any action to withdraw the authority of or to limit or restrict the authority of Issuer's managers (if any) or officers to deal and contract with Pledgee and to bind and obligate Issuer, or (iii) pay any interim distribution in cash or other assets to any member of Issuer, except that Issuer shall be permitted to make distributions to the members of Issuer provided that Pledgor shall remit the cash distributions or other assets received by Pledgor to Lender (net of any distributions made to Pledgor which will be used to satisfy Pledgor's tax obligations arising from such distribution) in partial satisfaction of the Guaranteed Obligations until the Guaranteed Obligations have been indefeasibly paid and satisfied in full. This provision shall not be deemed to constitute a consent by Lender, pursuant to the terms of the Warrant being issued by Issuer to Lender, to any determination by Issuer to make a distribution. Any distribution by any Issuer other than as permitted herein or by the Loan Agreement shall constitute a "wrongful distribution" for purposes of applicable law.

(o) Pledgor shall promptly notify Pledgee in writing of the occurrence of any event specified in Issuer's certificate of formation, of the LLC Agreement or otherwise that would reasonably be expected to result in Issuer's dissolution or liquidation.

(p) Pledgor shall not, and shall not permit Issuer, directly or indirectly, to amend, modify or supplement any of the provisions of its LLC Agreement or the certificate of formation of such Issuer without the prior written consent of the Pledgee if any such amendment, modification or supplement could reasonably be expected to adversely affect any rights of Pledgee hereunder or under any of the other Loan Documents, or to limit or restrict the permissible activities in which Issuer may engage, without the prior written consent of Pledgee.

(q) In accordance with LLC Agreement, Pledgor hereby acknowledges and agrees that Pledgee or any of its successors and assigns (or any designee of Pledgee), shall, at Pledgee's option, upon written notice to Pledgor of Pledgee's intent to be admitted as a member of any Issuer (in the place of Pledgor at any time an Event of Default exists or has occurred and is continuing, be admitted as a member of Issuer without any further approval of Pledgor and without compliance by Pledgee or any other person with any of the conditions or other requirements of the LLC Agreement and without conferring upon any Person any option (whether under the LLC Agreement or otherwise) to acquire the membership interests so transferred to Pledgee, its successors or assigns, or its designees. Pledgor agrees to take such other action and execute such further documents as Pledgee may request from time to time in order to give effect to the provisions of the Pledge Agreement.

(r) Pledgor shall pay all charges and assessments of any nature against the Pledged Property or with respect thereto prior to said charges and/or assessments being delinquent.

(s) Pledgor shall promptly reimburse Pledgee on demand, together with interest at the rate then applicable to the indebtedness under in the Loan Agreement, for any charges, assessments or expenses paid or incurred by Pledgee in its discretion for the protection, preservation and maintenance of the Pledged Property and the enforcement of Pledgee's rights hereunder, including, without limitation, attorneys' fees and legal expenses incurred by Pledgee in seeking to protect, collect or enforce its rights in the Pledged Property or otherwise hereunder. Any such amounts paid or incurred by Pledgee shall constitute part of the Guaranteed Obligations under the Loan Agreement and may be charged by Pledgee to any loan account of Pledgor maintained by Pledgee, at its option.

(t) Pledgor shall furnish, or cause to be furnished, to Pledgee such information concerning any Issuer and the Pledged Property as Pledgee may from time to time reasonably request, including, without limitation, current financial statements.

(u) Pledgee may notify Issuer or the appropriate transfer agent of the Pledged Interests to register the security interest and pledge granted herein and honor the rights of Pledgee under this Pledge Agreement.

(v) Pledgor waives: (i) all rights to require Pledgee or Secured Parties to proceed against any other person, entity or collateral or to exercise any remedy, (ii) the defense of the statute of limitations in any action upon any of the Guaranteed Obligations, (iii) any right of

subrogation or interest (except as provided in subsection (k) above) in the Guaranteed Obligations or Pledged Property until all Guaranteed Obligations have been paid in full, (iv) any rights to notice of any kind or nature whatsoever, unless specifically required in this Pledge Agreement or non-waivable under any applicable law, and (v) to the extent permissible, its rights under Section 9-207 of the UCC. Pledgor agrees that the Pledged Property, other collateral, or any other guarantor or endorser may be released, substituted or added with respect to the Guaranteed Obligations, in whole or in part, without releasing or otherwise affecting the liability of Pledgor, the pledge and security interests granted hereunder, or this Pledge Agreement. Pledgee is entitled to all of the benefits of a secured party set forth in Section 9-207 of the UCC.

(w) Pledgor agrees to take such other action and execute such further documents as Pledgee may reasonably request from time to time in order to give effect to the foregoing provisions of this Section 3.

4. No Assumption of Liabilities.

(a) Nothing herein shall be construed to make Pledgee liable as a member of Issuer, and Pledgee by virtue of this Pledge Agreement or otherwise, shall not have any of the duties, Guaranteed Obligations or liabilities of a member of Issuer. The parties hereto expressly agree that this Pledge Agreement shall not be construed as creating a partnership or joint venture among Pledgee and Pledgor and/or Issuer.

(b) By accepting this Pledge Agreement, Pledgee does not intend to become a member of Issuer or otherwise be deemed to be a co-venturer with respect to Pledgor or Issuer either before or after an Event of Default shall have occurred. Pledgee shall have only those powers set forth herein and shall assume none of the duties, obligations or liabilities of Pledgor or of a member of Issuer. Pledgee shall not be obligated to perform or discharge any obligation of Pledgor as a result of the pledge hereby effected.

(c) The acceptance by Pledgee of this Pledge Agreement, with all of the rights, powers, privileges and authority so created, shall not at any time or in any event obligate Pledgee to appear in or defend any action or proceeding relating to the Pledged Property to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expense or perform or discharge any obligation, duty or liability hereunder or otherwise with respect to the Pledged Property.

5. Rights And Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Pledgee, whether provided under this Pledge Agreement, the Loan Agreement, any of the other Loan Documents, applicable law or otherwise, Pledgee shall have the following rights and remedies which may be exercised without notice to, or consent by, Pledgor except as such notice or consent is expressly provided for hereunder:

(a) Pledgee, at its option, shall be empowered to exercise its continuing right to instruct Issuer (or the appropriate transfer agent of the Pledged Interests) to register any or all of the Pledged Interests in the name of Pledgee or in the name of Pledgee's nominee (including, without limitation, any Lender) and Pledgee may complete, in any manner Pledgee may deem

expedient, any and all membership interest powers, assignments or other documents heretofore or hereafter executed in blank by Pledgor and delivered to Pledgee. After said instruction, and without further notice, Pledgee shall have the exclusive right to exercise all rights with respect to the Pledged Interests and other Pledged Property, and exercise any and all rights of conversion, redemption, exchange, subscription or any other rights, privileges, or options pertaining to any the Pledged Interests or the other Pledged Property as if Pledgee were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Interests and other Pledged Property upon any merger, consolidation, reorganization, recapitalization or other readjustment with respect thereto. Upon the exercise of any such rights, privileges or options by Pledgee, Pledgee shall have the right to deposit and deliver any and all of the Pledged Interests and the other Pledged Property to any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as Pledgee may determine, all without liability, except to account for property actually received by Pledgee. However, Pledgee shall have no duty to exercise any of the aforesaid rights, privileges or options (all of which are exercisable in the sole discretion of Pledgee) and shall not be responsible for any failure to do so or delay in doing so.

(b) Upon prior written notice thereof by Pledgee to Issuer and Pledgor, (i) Pledgee may transfer the Pledged Property with respect to Issuer into the name of Pledgee (or its designee), and (ii) Pledgee (or its designee) shall be admitted as a member of Issuer in the place of Pledgor.

(c) In addition to all the rights and remedies of a secured party under the UCC or other applicable law, Pledgee shall have the right, at any time and without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Pledgor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived to the extent permitted by applicable law), to proceed forthwith to collect, redeem, recover, receive, appropriate, realize, sell, or otherwise dispose of and deliver any of the Pledged Property or any part thereof in one or more lots at public or private sale or sales at any exchange, broker's board or at any of Pledgee's offices or elsewhere at such prices and on such terms as Pledgee may deem best. The foregoing disposition(s) may be for cash or on credit or for future delivery without assumption of any credit risk, with Pledgee having the right to purchase all or any part of the Pledged Property so sold at any such sale or sales, public or private, free of any right or equity of redemption in Pledgor, which right or equity is hereby expressly waived or released by Pledgor. The proceeds of any such collection, redemption, recovery, receipt, appropriation, realization, sale or other disposition, after deducting all costs and expenses of every kind incurred relative thereto or incidental to the care, safekeeping or otherwise of any and all Pledged Property or in any way relating to the rights of Pledgee hereunder, including attorneys' fees and legal expenses, shall be applied first to the satisfaction of the Guaranteed Obligations (in such order as Pledgee may elect and whether or not due) and then to the payment of any other amounts required by applicable law, including Section 9-615(a)(3) of the UCC, with Pledgor to be and remain liable for any deficiency. Pledgor shall be liable to Pledgee for the payment on demand of all such costs and expenses, together with interest at the then applicable rate set forth in the Loan Agreement, and any attorneys' fees and legal expenses. Pledgor agrees that five (5) days prior written notice by Pledgee designating the place and time of any public sale or of the time after which any private sale or other intended disposition of any or all of the Pledged Property is to be made, is reasonable notification of such matters.

(d) Pledgor recognizes that Pledgee may be unable to effect a public sale of all or part of the Pledged Property by reason of certain prohibitions contained in the Securities Act of 1933, as amended, as now or hereafter in effect or in applicable Blue Sky or other state securities law, as now or hereafter in effect, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Pledged Property for their own account for investment and not with a view to the distribution or resale thereof. If at the time of any sale of the Pledged Property or any part thereof, the same shall not, for any reason whatsoever, be effectively registered (if required) under the Securities Act of 1933 (or other applicable state securities law), as then in effect, Pledgee in its sole and absolute discretion is authorized to sell such Pledged Property or such part thereof by private sale in such manner and under such circumstances as Pledgee or its counsel may deem necessary or advisable in order that such sale may legally be effected without registration. Pledgor agrees that private sales so made may be at prices and other terms less favorable to the seller than if such Pledged Property were sold at public sale, and that Pledgee have no obligation to delay the sale of any such Pledged Property for the period of time necessary to permit Issuer, even if Issuer would agree, to register such Pledged Property for public sale under such applicable securities laws. Pledgor agrees that any private sales made under the foregoing circumstances shall be deemed to have been in a commercially reasonable manner.

(e) All of the Pledgee's rights and remedies, whether provided under this Pledge Agreement and the other Loan Documents, the instruments comprising the Pledged Property, applicable law or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively or concurrently as Pledgee may deem expedient. No failure or delay on the part of Pledgee in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers And Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Pledge Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to principals of conflicts of law, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Pledgor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York, whichever Pledgee may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Pledge Agreement or any of the other Loan Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Pledge Agreement or any of the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Pledgee shall have the right to bring any action or proceeding against Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in

order to realize on the Pledged Property or to otherwise enforce its rights against Pledgor or its property).

(c) Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Pledgee's option, by service upon Pledgor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Pledgor shall appear in answer to such process, failing which Pledgor shall be deemed in default and judgment may be entered by Pledgee against Pledgor for the amount of the claim and other relief requested.

(d) PLEDGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS PLEDGE AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF PLEDGOR AND PLEDGEE IN RESPECT OF THIS PLEDGE AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. PLEDGOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT PLEDGOR OR PLEDGEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS PLEDGE AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF PLEDGOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Pledgee shall not have any liability to Pledgor (whether in tort, contract, equity or otherwise) for losses suffered by Pledgor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Pledge Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Pledgee, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Pledgee. In any such litigation, Pledgee and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Pledge Agreement and the other Loan Documents.

7. Miscellaneous.

(a) Pledgor agrees that at any time and from time to time upon the written request of Pledgee, Pledgor shall execute and deliver such further documents, including, but not limited to, irrevocable proxies or membership interest powers, in form satisfactory to counsel for Pledgee, and will take or cause to be taken such further acts as Pledgee may request in order to effect the purposes of this Pledge Agreement and perfect or continue the perfection of the security interest in the Pledged Property granted to Pledgee hereunder.

(b) Beyond the exercise of reasonable care to assure the safe custody of the Pledged Property (whether such custody is exercised by Pledgee, or Pledgee's nominee, agent or bailee) Pledgee or Pledgee's nominee agent or bailee shall have no duty or liability to protect or preserve any rights pertaining thereto and shall be relieved of all responsibility for the Pledged Property upon surrendering it to Pledgor or foreclosure with respect thereto.

(c) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Pledgor:	AW Ansonia Generation LLC 75 Liberty Street Ansonia, Connecticut 06401 Attention: Mr. Ray McGee Telephone No.: 203-732-6673 Telecopy No.: 203-735-3787
If to Pledgee:	Del Mar Master Fund, Ltd. 711 Fifth Avenue New York, New York 10022 Attention: Mr. Kenneth Grossman Telephone No.: 212-328-7155 Telecopy No.: 212-328-7128
With a copy to:	Del Mar Master Fund, Ltd. 711 Fifth Avenue New York, New York 10022 Attention: Mr. Marc Simons Telephone No.: 212 328-7140 Telecopy No.: 212 328-7128

(d) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Pledgor, Pledgee, and Issuer pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Pledge Agreement" and words of similar import when used in this Pledge Agreement shall refer to this Pledge Agreement as a whole and not any particular provision of this Pledge Agreement and as this Pledge Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be

continuing until such Event of Default is waived in accordance with Section 7(g) hereof. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(e) This Pledge Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Pledgor and its successors and assigns and inure to the benefit of and be enforceable by Pledgee and its successors and assigns.

(f) If any provision of this Pledge Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Pledge Agreement as a whole, but this Pledge Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(g) Neither this Pledge Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Pledgee and Pledgor. Pledgee shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Pledgee. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Pledgee of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Pledgee would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Pledgor has executed this Pledge Agreement as of the day and year first above written.

AW ANSONIA GENERATION, LLC

Raymond L. McGee

By: Managing Member

Title: Raymond L. McGee, Member

EXHIBIT A
TO
PLEDGE AND SECURITY AGREEMENT

Issuer	LLC Agreement	% Interest Owned
Ansonia Generation LLC	Operating Agreement of Ansonia Generation LLC	65%

Execution Copy

WARRANT AGREEMENT

between

ANSONIA GENERATION LLC

and

DEL MAR MASTER FUND, LTD.

Dated as of October 18, 2007

WARRANT AGREEMENT, dated as of October 18, 2007, between Ansonia Generation LLC, a Connecticut limited liability company (the **"Company"**), and Del Mar Master Fund, Ltd.., a Cayman Islands corporation (the **"Lender"**). Certain capitalized terms used herein are defined in Section 1 below. Each other capitalized term herein shall, unless otherwise herein defined, have the meaning ascribed thereto in that certain Debt Purchase Agreement, as of even date herewith (as amended, supplemented, restated, extended or otherwise modified from time to time, the "**Debt Purchase Agreement**"), among Ansonia Copper & Brass, Inc. (an affiliate of the Company that is herein referred to as **"ACB"**), as borrower, the Lender and Bank of America, N.A. (**"Previous Lender"**).

WHEREAS, as partial consideration for the debt purchase and other financial accommodations made by the Lender to ACB pursuant to the Debt Purchase Agreement, the Company is required to issue to the Lender a warrant (the **"Warrant"**) entitling the holder thereof to purchase, upon the exercise thereof, membership interests (**"Membership Interests"**), of the Company that represent at the time of exercise, in the aggregate, forty percent (40%) of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis.

WHEREAS, AW Ansonia Generation LLC (**"AW"**) now owns sixty-five (65%) percent of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis and SR Ansonia Generation LLC (**"SR"**) now owns thirty-five (35%) percent of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis.

WHEREAS, the parties desire that any exercise of the Warrant reduce the percentage of Membership Interests owned by AW and not reduce the percentage of Membership Interests owned by SR.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereto agree as follows:

SECTION 1: DEFINITIONS

(a) For purposes of this Agreement, the following terms shall be understood as follows:

(i) "AW Membership Interests" shall mean the Membership Interests now owned by AW and any and all Equity Securities at any time issued or distributed with respect to the Membership Interests now owned by AW, irrespective of whether or not such Membership Interests and/or Equity Securities are owned by AW or by any direct or indirect successor, assign or other transferee of or from AW.

(ii) "Equity Security" shall mean (A) Membership Interests or other equity interests in the Company (including other classes or groups thereof having such relative rights, powers and duties as may from time to time be established by the Members or the Manager of the Company pursuant to the provisions of the Operating Agreement of the Company, including rights, powers and duties senior to existing classes and groups of Equity Securities in the Company) and any other interest that entitles the holder thereof to share in the profits of the Company, (B) obligations, evidence of indebtedness or other securities or interests, in each case, convertible or exchangeable into other Equity Securities of the Company and (C) warrants, options or other rights to purchase or otherwise acquire Equity Securities in the Company.

(iii) "Exercise Date" shall mean the date upon which the Holder exercises the Warrant in accordance herewith.

(iv) "Holder" shall mean the registered holder of the Warrant Certificate.

(v) "Operating Agreement" shall mean that certain Operating Agreement of the Company, dated September 13, 2007, as amended, supplemented, restated, extended or otherwise modified from time to time.

(vi) "SR Membership Interests" shall mean the Membership Interests now owned by SR and any and all Equity Securities at any time issued or distributed with respect to the Membership Interests now owned by SR, irrespective of whether or not such Membership Interests and/or Equity Securities are owned by SR or by any direct or indirect successor, assign or other transferee of or from SR.

(b) Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms.

(c) Whenever, in this Agreement, the term "calculated on a fully-diluted basis" is used, it shall mean that if the Company at any time or from time to time after the date of this Agreement issues, sells, grants or assumes, or fixes a record date for the determination of holders of any Equity Security entitled to receive, any Options or Convertible Securities (whether or not the rights thereunder are immediately exercisable), then, and in each such case, the aggregate Equity Securities of the Company shall be calculated, for the purpose of determining percentage interests, on the assumption that the maximum amount of Equity Securities issuable on the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall have been issued immediately prior

to the exercise of the Warrant. If the Company at any time or from time to time after the date of this Agreement declares or pays any dividend on the Equity Securities payable in Equity Securities, or shall effect a subdivision of the outstanding Equity Securities into a greater number of Equity Securities (by reclassification or otherwise than by payment of a dividend in Equity Securities), then, and in each such case, additional Equity Securities shall be deemed to have been issued immediately after the close of business on the record date for the determination of holders of securities entitled to receive such dividend or additional Equity Securities on such subdivision. As used in this Agreement, **"Options"** means any rights, options or warrants to subscribe for, purchase or otherwise acquire either Equity Securities or Convertible Securities and **"Convertible Securities"** means any evidences of indebtedness or other securities directly or indirectly convertible into or exchangeable for Equity Securities.

SECTION 2: WARRANT CERTIFICATE

(a) The certificate evidencing the Warrant (the "**Warrant Certificate**") to be delivered pursuant to this Agreement shall be substantially in the form set forth in Exhibit A attached hereto and shall be signed on behalf of the Company by the Manager or by another duly authorized officer of the Company.

(b) If the officer who shall have signed this Warrant Agreement shall cease to act as officer of the Company before the Warrant Certificate shall have been delivered by the Company, such Warrant Certificate nevertheless may be delivered of as though such person had not ceased to be the officer; and the Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Warrant Certificate, shall be an officer of the Company, although at the date of the execution of this Warrant Agreement any such person was not a duly authorized officer.

(c) The Company may deem and treat the registered holder of a Warrant Certificate as the absolute owner thereof (notwithstanding any notation of ownership or other writing thereon made by anyone) for all purposes, and shall not be affected by any notice to the contrary.

(d) If the Warrant Certificate shall be mutilated, lost, stolen or destroyed, the Company shall issue, in exchange and in substitution for, and upon cancellation of, the mutilated, lost, stolen or destroyed Warrant Certificate, a new Warrant Certificate of like tenor and exercisable for an equivalent number of Membership Interests, but only upon surrender of the mutilated certificate or upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction, as applicable, and, if requested by the Company, an indemnity in connection therewith reasonably satisfactory to the Company. Any applicant for such a substitute Warrant Certificate shall also comply with such other reasonable regulations, and pay such other reasonable charges, as the Company may prescribe.

(e) The Company hereby represents, warrants and covenants as follows:

(i) The execution, delivery and performance of this Agreement by the Company and consummation of the transactions contemplated hereby have been duly and effectively authorized and approved. This Agreement has been duly and validly executed by the Company and constitutes its valid and binding obligations, enforceable in

accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors rights, generally.

(ii) Any Membership Interests delivered upon exercise of the Warrant, upon such delivery after payment of the Exercise Price, shall be free from all pre-emptive rights, taxes, liens, charges and security interests.

(iii) If and to the extent that action may be required by the Company's Members to permit the Company to fulfill its obligations hereunder, AW and SR agree to take such action from time to time in order that the exercise of the Holder's rights hereunder shall not be hindered in any regard. Ray McGee agrees to cause AW to take the action described in the preceding sentence and Theodore Verill agrees to cause SR to take the action described in the preceding sentence.

SECTION 3: EXERCISE

(a) The Warrant may be exercised in whole, but not in part (other than pursuant to Section 8 hereof), upon surrender to the Company, at its office (at the address for notices to the Company prescribed in Section 10 hereof), of all of the Warrant Certificates outstanding with the form of election to purchase attached thereto duly completed and signed by an authorized officer of the Holder, and accompanied by payment to the Company of the Exercise Price (as defined below). The Exercise Price payable upon the exercise of this Warrant in full shall be $40.00. Payments of the Exercise Price shall be made in cash or by check (pending collection) to the order of the Company. Upon exercise, the Warrant will entitle the Holder to purchase Membership Interests representing forty (40%) percent of the aggregate Membership Interests of the Company, calculated on a fully diluted basis, it being agreed that, in order that the Holder receive Membership Interests representing forty (40%) of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis, the AW Membership Interests shall be reduced to twenty-five (25%) percent of the aggregate Membership Interests of the Company, calculated on a fully diluted basis and the SR Membership Interests shall continue to be thirty-five (35%) percent of the aggregate Membership Interests of the Company, calculated on a fully diluted basis.

(b) If, prior to the Exercise Date, the Company makes a distribution of Equity Securities to the holders of its Membership Interests (other than a distribution of Equity Securities in the Company) on account of the Membership Interests then outstanding (such distributed Equity Securities, "**Other Interests**"), upon the subsequent exercise of the Warrant, the Holder shall purchase, in addition to the Membership Interests purchased in connection with such exercise, but without any increase in Exercise Price (other than the same consideration, if any, paid by the other Members of the Company for the Other Interests), the same percentage interest in such Other Interests as would have been distributed to the Holder had the Holder been, immediately prior to the distribution of the Other Interests, the owner of the Membership Interests issued upon exercise of the Warrant.

(c) The Warrant shall be exercisable, in accordance with the terms hereof, at any time during the period commencing upon the date hereof and ending on 5:00 p.m., New York City

time, on October 17, 2017. Each Warrant not exercised prior to 5:00 p.m., New York City time, on October 17, 2017 shall become void and all rights hereunder in respect thereof shall cease as of such time.

(d) To preserve the value of this Warrant, upon exercise the Holder also shall be entitled to receive from the Company an amount equal to forty percent (40%) of all distributions received directly or indirectly by holders of Equity Securities on account of such Equity Securities (or an interest therein) between the date of this Warrant and the Exercise Date, including amounts received by the holders of Equity Securities as distributions as holders of such Equity Securities made by the Company from the sale of any of the Company's wholly or partially owned Subsidiaries and their respective assets or from the partial or complete disposition of any rights in the Company's Subsidiaries or in their respective assets. For purposes of this Agreement, it shall be irrefutably presumed that any such distribution, however denominated and irrespective of the form in which paid) directly or indirectly received by (or paid on behalf of or for the direct or indirect benefit of) any member of any holder of Membership Interests or any relative of such member or any other person living in such member's household was received by the holder of Equity Securities, but irrespective of the foregoing, compensation paid to such holder or to any of the foregoing persons for appropriate employee services actually rendered to the Company or any of its affiliates shall not be considered to be a distribution hereunder unless the amount paid exceeds the fair value of the services actually rendered. In order to effect the provisions of this Section 3(d) and in light of the understanding of the parties to this Agreement, the AW Membership Interests shall only receive twenty-five (25%) percent of distributions made pursuant to this Section and the SR Membership Interests shall receive thirty-five (35%) percent of such distributions.

(e) All certificates representing the Membership Interests of the Company or any other Equity Securities shall contain a legend referring to the understanding regarding the relative Membership Interests and rights with respect to distributions provided for in this Section 3.

SECTION 4: ISSUANCE UPON EXERCISE

(a) Upon surrender of the Warrant Certificate and payment of the Exercise Price, the Company shall issue and cause to be delivered with all reasonable dispatch to or upon the written order of the Holder and in such name or names as the Holder may designate, a certificate or certificates for the Membership Interests issuable on exercise of this Warrant; provided, however, that if, prior to the Exercise Date, any Transaction Notice is given to the Holder pursuant to Section 5, then, upon such surrender of the Warrant Certificate and payment of the Exercise Price as aforesaid, the Company shall, as soon as possible, but in no event more than two (2) business days thereafter, issue and cause to be delivered to the Holder a certificate for the Membership Interests purchased by the Holder upon the exercise of the Warrant. Notwithstanding the later delivery to the Holder of a certificate for the Membership Interests, the Holder shall be deemed to have become a holder of record of the Membership Interests represented thereby as of the date of the Holder's surrender of the Warrant Certificate and payment of the Exercise Price.

(b) The Warrant Certificate surrendered upon exercise of the Warrant shall be cancelled by the Company. The Company shall keep copies of this Agreement and any notices given or received hereunder available for inspection by the Holder during normal business hours at its office.

SECTION 5: TRANSACTION NOTICES

In the event that, prior to the exercise or expiration of the Warrant, the Company authorizes:

(a) the issuance to holders of its Equity Securities of any rights, options or warrants; or

(b) the distribution to the holders of its Equity Securities of any of its assets (including, without limitation, cash dividends or cash distributions) other than Other Interests; or

(c) (i) any consolidation or merger to which the Company is a party (and for which approval of Members of the Company is required), or (ii) the conveyance, lease or transfer of all or substantially all of the properties and assets of the Company, or (iii) any tender offer or exchange offer for Equity Securities in the Company; or

(d) the voluntary or involuntary dissolution, liquidation or winding up of the Company or its operations;

then the Company shall cause to be given to the Holder, at least twenty (20) days prior to the applicable record date (as applicable, the "**Record Date**") for determining holders of Equity Securities entitled to issuance, distribution or vote with respect to any of the aforementioned events (each a "**Liquidity Event**"), or promptly, in the case of events for which there is no record date, a written notice (a "**Transaction Notice**") stating (i) the date as of which those holders of record of Equity Securities who are to be entitled to receive any such rights, options, warrants or distribution is to be determined, or (ii) the initial expiration date set forth in any tender offer or exchange offer for Equity Securities, or (iii) the date as of which those holders of record of Equity Securities who are to be entitled to vote with respect to any such consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up is to be determined, and the date as of which it is expected that holders of record of Equity Securities shall be entitled to exchange such Equity Securities for securities or other property, if any, deliverable upon such consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up. Notwithstanding anything elsewhere contained in this Agreement (other than the last sentence of Section 3(c) hereof, the failure of a Holder to exercise the Warrant after receiving a Transaction Notice shall not affect the Holder's rights under the Warrant from and after the date of any such issuance or distribution or, in case of any merger or consolidation, the Holder's rights in lieu of or addition to (as the case may be) the Equity Securities immediately theretofore acquirable and receivable upon the exercise of the Warrant, to receive, on exercise of the Warrant, such shares of stock, securities or assets as would have been issued or payable in such merger or consolidation (if the Holder had exercised the Warrant immediately prior to such merger or consolidation) with respect to or in exchange for the Equity Securities immediately theretofore

acquirable and receivable upon exercise of the Warrant had such merger or consolidation not taken place.

SECTION 6: TRANSFERS

Concurrently with the surrender of the Warrant Certificate accompanied by a written instrument or instruments of transfer substantially in the form of Exhibit B hereto, duly executed by the Holder or by the duly appointed legal representative thereof or by a duly authorized attorney therefor, and provided that such transfer shall not shall not violate the registration requirements of the applicable federal and state securities laws, the Company shall immediately register the transfer of the Warrant Certificate in a register to be maintained by the Company and immediately issue a new Warrant Certificate in the name of the transferee(s) (and, in the case of a partial transfer, a new Warrant Certificate to the Holder representing the Equity Securities retained by the Holder). The surrendered Warrant Certificates shall thereupon be cancelled by the Company.

SECTION 7: COMPANY COVENANTS

The Company covenants that it will not, by amendment of its Articles of Organization or Operating Agreement or through any consolidation, merger, reorganization, transfer of assets, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms hereof or of the Warrant, but will at all times in reasonable good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder against dilution or other impairment. Without limiting the generality of the foregoing, the Company (a) will not enter into any contract or other agreement restricting or limiting the ability of the Company to issue Equity Securities in accordance with the terms hereof, and (b) will take all such action as may be necessary or appropriate in order that the Company may validly and legally issue the appropriate Membership Interests upon the exercise of the Warrant.

SECTION 8: TAG-ALONG RIGHTS; DRAG ALONG RIGHTS

(a) If AW or SR or any of the successors or assigns of either of them or any person or entity that is affiliated or associated with any of the foregoing, whether acting alone or in concert with any other Member (such parties being referred to herein individually as a "**Selling Member**" and collectively as the "**Selling Members**") shall, directly or indirectly, sell, transfer, assign or otherwise dispose of (each such action hereinafter a "**Transfer**"), directly or indirectly, whether pursuant to a common plan, understanding, agreement or otherwise, Equity Securities, in a single transaction or series of related transactions involving the acquisition by one or more persons and/or entities (a "**Purchaser**"), of Equity Securities representing, in the aggregate, five percent (5%) or more of the then outstanding Equity Securities of the Company, calculated on a fully diluted basis, the Holder shall, not less than thirty (30) days prior to the Transfer, be given written notice by such Selling Member (the "**Transfer Notice**") of such Transfer, stating (i) the names of the Selling Members, (ii) the name and address of the prospective Purchaser, (iii) the aggregate percentage of Equity Securities represented by the Equity Securities to be Transferred and the price, form of consideration and other terms and conditions of such proposed Transfer, and (iv) that the Purchaser has been informed of the tag-along right provided for in this Section 8

and has agreed to purchase the same percentage interest of the Membership Interests held by the Holder in accordance with the terms hereof as the percentage of the Equity Securities that the Purchaser proposes to acquire from the Selling Members in the Transfer (such percentage, the "**Transfer Percentage**"). The Holder, by receiving the Transfer Notice shall have an option (the "**Tag-Along Option**") to participate in the Transfer with respect to the Transfer Percentage of the Membership Interests of the Holder at a price, on terms and subject to conditions that are not less favorable to the Holder than those to the Selling Members; but the Holder, if it exercises the Tag-Along Option, shall be obligated only to make representations and warranties to the Purchaser as to its title in and to the Membership Interests being sold by it. The Tag-Along Option shall be exercisable by the Holder by delivery to the Selling Members, within twenty (20) days after the Holder's receipt of the Transfer Notice, of a written notice (the "**Exercise Notice**") that the Holder has elected to Transfer the Transfer Percentage of its Membership Interests in accordance with the terms set forth in the Transfer Notice, whereupon the Holder shall be deemed to have exercised this Warrant (in whole or in part, as applicable) in respect of the Transfer Percentage of such Membership Interests and the Transfer by the Holder of such Transfer Percentage of the Membership Interests held by it shall be completed contemporaneously with the Transfer by the Selling Members. An Exercise Notice shall be irrevocable (subject to the last sentence of this Section) and upon the delivery thereof, the Holder shall cease to have the right to acquire the Transfer Percentage of the Membership Interests that are subject to this Warrant. If the Purchaser does not agree to purchase the entire Transfer Percentage of the Membership Interests that are subject to this Warrant on the same terms and conditions as those specified in the Transfer Notice, then the Selling Members shall not be permitted to Transfer any Equity Securities to the Purchaser. If no Exercise Notice is received by the Selling Members from the Holder within twenty (20) days after the Holder's receipt of the Transfer Notice, the Selling Members shall have the right, for a sixty (60) day period after the expiration of the thirty (30) day period referred to above, to Transfer the Equity Securities they propose to Transfer to the Purchaser on terms and conditions no more favorable to the Selling Members than the terms set forth in the Transfer Notice. If the Selling Members do not so Transfer the Equity Securities within such sixty (60) day period, then any subsequent Transfer by the Selling Members, or any of them, will again be subject to this Section 8. Promptly following any Transfer in which the Holder participates pursuant to its exercise of the Tag-Along Option the Holder shall surrender the Warrant Certificate to the Company and, if said Tag-Along Option was exercised in respect of less than all of the Membership Interests subject to this Warrant, the Company shall promptly deliver to Holder a replacement Warrant Certificate exercisable in respect of the balance of such Membership Interests. Ray McGee agrees to cause AW to take the action described in this Section 8(a) and Theodore Verill agrees to cause SR to take the action described in this Section 8(a).

(b) AW and SR (collectively, **"Selling Holders"**) shall be entitled to the following rights (the "**Drag Along Rights**") with respect to the Warrants and any Membership Interests or other Equity Securities issuable or issued upon exercise of the Warrants (the "**Underlying Securities**") provided for in this Section. If the Selling Holders notify the Holder of the Warrants or, to the extent that that the Warrants have been exercised, any holders of the Underlying Securities (the **"Other Holders"** and together with the Holder being referred to as the "**Interest Holders**") in writing, of their desire to sell all of the Membership Interests owned by the Selling Holders pursuant to a transaction with a proposed purchaser thereof and of the material terms and conditions of such proposed sale, then notwithstanding any other provision of

this Agreement, each such Interest Holder shall take all necessary and desirable actions reasonably requested by the Selling Holders in connection with the consummation of such sale, including voting in favor of such sale to the extent such vote is required or desired by the Selling Holders, and if such sale is structured as a sale of the Warrant and/or the Underlying Securities, then within ten (10) days of the receipt of such notice (or such longer period of time as the Selling Holders shall designate in such notice), each Interest Holder shall cause all of Warrants and Underlying Securities (the "**Restricted Securities**") owned by such Interest Holder to be sold to the designated purchaser on the same terms and conditions, for the same consideration per share and at the same time as the Membership Interests being transferred by the Selling Holders; provided, however, that if any such Restricted Securities are Warrants, the purchase price of such Warrants shall equal the aggregate price that would be paid for the Underlying Securities issuable upon the exercise thereof minus the aggregate exercise price or additional consideration payable upon issuance of the Underlying Securities issuable thereunder, as the case may be. In furtherance of, and not in limitation of the foregoing, in connection with such a sale, each Interest Holder will (i) consent to and raise no objections against such sale or the process pursuant to which it was arranged, (ii) waive any dissenter's rights and other similar rights, and (iii) execute all documents containing the same terms and conditions as those executed by the Selling Holders as reasonably directed by the Selling Holders. Notwithstanding anything else contained in this Section 8(b), the Interest Holder need not make any representation or warranty or agree to any covenant or indemnification obligation in connection with such a sale except to represent and warrant that the Interest Holder owns the Restricted Securities and that the Restricted Securities are not subject to any lien, claim, charge or encumbrance. The provisions of this Section 8(b) shall not apply to any Interest Holder to the extent such Interest Holder holds Restricted Securities that are (i) registered with the Securities and Exchange Commission pursuant to a registration statement that has been declared effective under the Securities Act of 1933, as amended, or (ii) may be resold without such registration pursuant to the provisions and subject to the limitations of Rule 144 promulgated thereunder.

(c) Certificates representing any Underlying Securities issued upon exercise of the Warrants shall contain a legend referring to the Drag Along Rights provided for in this Section 8.

SECTION 9: REGISTRATION RIGHTS

If at any time the Company or any of its affiliates has Equity Securities that are the subject of an effective registration statement that the Company or such affiliate has filed with the Securities and Exchange Commission the Company (or its successor Company) or such affiliate, as the case may be, will enter into a registration rights agreement with the Holder, containing customary terms and conditions, including, without limitation, (a) one demand registration for the Holder, such demand registration to be exercisable following the six-month anniversary of the initial sale of any Equity Securities of the Company (or its successor Company) or of any of its affiliates pursuant to a registration statement filed under the Securities Act of 1933, as amended; provided, however, that the aggregate offering value of the securities requested to be and registered by the Holder is equal to or greater than one million dollars ($1,000,000.00), and (b) unlimited piggyback rights on all registrations (subject to customary cutbacks) for the Holder and that the Company (or its successor Company) or affiliate, as the case may be, shall pay all customary costs and expenses arising from or related to any such registrations (other than the

fees and expenses of the Holder's legal counsel), shall provide customary indemnifications and shall perform such other obligations of an issuer as are customarily contained in registration rights agreements.

SECTION 10: STATUS OF HOLDER

Without limiting anything contained in Section 5 hereof, nothing contained in this Agreement or in the Warrant Certificate shall be construed as conferring upon the Holder, in its capacity as the Holder of the Warrant, the right to vote or to consent or to receive notice as a Member in respect of the meetings of Members of the Company, or any rights whatsoever as a Member of the Company.

SECTION 11: NOTICES

Any notice or demand authorized by this Agreement to be given or made by the Holder or the Company (including, without limitation, a Transaction Notice) shall be in writing and shall be delivered personally, sent by reputable overnight courier service (charges prepaid) or sent by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so delivered, sent or deposited in the U.S. Mail (i) to the Company, at its principal executive offices and (ii) to the Holder, at such Holder's address as it appears in the records of the Company (unless otherwise indicated by any such Holder).

SECTION 12: MISCELLANEOUS

(a) All the covenants and provisions of this Agreement by or for the benefit of the Company and the Holder, respectively, shall bind and inure them, respectively, and their respective successors and assigns hereunder.

(b) THIS AGREEMENT AND THE WARRANT CERTIFICATE ISSUED HEREUNDER SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THIS AGREEMENT AND THE WARRANT ISSUED HEREUNDER AND ALL RIGHTS AND OBLIGATIONS HEREUNDER AND THEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT THAT ANY CONFLICT OF LAWS RULE OF SUCH JURISDICTION THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER JURISDICTION SHALL BE DISREGARDED..

(c) Nothing in this Agreement shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company and the Holder.

(d) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

(e) Lender acknowledges that neither the Warrant nor the Membership Interests issuable on exercise of this Warrant have been registered under the Securities Act of 1933 and may not be offered, sold or otherwise transferred in the absence of such registration or an exemption therefrom. Lender represents and warrants to the Company that Lender is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, and that Lender is acquiring this Warrant, and the Underlying Securities issuable hereunder, for its own account and not with a view to any distribution thereof.

(f) ANY SUITS, CLAIMS OR CAUSES OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT AND/OR THE WARRANT ISSUED HEREUNDER MAY BE BROUGHT AND HOLDER AND THE COMPANY EACH CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF A COURT OF APPROPRIATE JURISDICTION IN NEW YORK COUNTY, NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN SUCH FORUM ARE HEREBY EXPRESSLY WAIVED. THIS AGREEMENT HAS BEEN NEGOTIATED AND IS BEING EXECUTED AND DELIVERED IN THE STATE OF NEW YORK, OR IF EXECUTED ELSEWHERE, SHALL BECOME EFFECTIVE UPON THE HOLDER'S RECEIPT AND ACCEPTANCE OF THE EXECUTED ORIGINAL OF THIS AGREEMENT IN THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE HOLDER SHALL HAVE NO OBLIGATION TO GIVE, NOR SHALL THE COMPANY BE ENTITLED TO RECEIVE, ANY NOTICE OF SUCH RECEIPT AND ACCEPTANCE FOR THIS AGREEMENT TO BECOME A BINDING OBLIGATION OF THE COMPANY. TO THE EXTENT ALLOWED BY LAW, THE COMPANY HEREBY SUBMITS TO JURISDICTION IN THE STATE OF NEW YORK FOR ANY ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE OR JURISDICTION TO OBJECT TO JURISDICTION OR VENUE WITHIN NEW YORK COUNTY, NEW YORK; NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS PARAGRAPH SHALL PREVENT HOLDER FROM BRINGING ANY ACTION OR EXERCISING ANY RIGHTS AGAINST THE COMPANY IN ANY OTHER COUNTY, STATE, OR JURISDICTION. INITIATING SUCH ACTION OR PROCEEDING OR TAKING ANY SUCH ACTION IN ANY OTHER STATE OR JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER BY HOLDER OF ANY OF THE FOREGOING.

(g) HOLDER AND THE COMPANY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT AND/OR THE WARRANT ISSUED HEREUNDER OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. HOLDER AND THE COMPANY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EACH PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE

PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NOTHING HEREIN SHALL PRECLUDE THE HOLDER OR THE COMPANY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT OR THE WARRANT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

ANSONIA GENERATION LLC

By SR ANSONIA GENERATION LLC,
its manager

By _____
Ted Verrill
Its Manager

DEL MAR MASTER FUND, LTD.

By: _____
Name:
Title:

Agreed:

AW ANSONIA GENERATION LLC

By: _____
Name: Raymond L McGee
Title: Member

SR ANSONIA GENERATION LLC

By: _____
Name: Ted W. Verrill
Title: Managing Member

Agreed with respect to Section 2(e)(ii) and Section 8

_____
Ray McGee

_____
Theodore Verill

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

ANSONIA GENERATION LLC

By SR ANSONIA GENERATION LLC,
its manager

By_____
Ted Verrill
Its _____

DEL MAR MASTER FUND, LTD.

By: _____
Name: KENNETH S. GROSSMAN
Title: Managing Director

Agreed:

AW ANSONIA GENERATION LLC

By:_____
Name:
Title:

SR ANSONIA GENERATION LLC

By:_____
Name:
Title:

Agreed with respect to Section
2(e)(iii) and Section 8

_____
Ray McGee

_____
Theodore Verill

EXHIBIT A

[Form of Warrant Certificate]

EXERCISABLE AT ANY TIME UNTIL OCTOBER 17, 2017

No. _____

Warrant Certificate

The Warrant evidenced by this Warrant Certificate is issued pursuant to a Warrant Agreement, dated as of October 18, 2007 (the **"Warrant Agreement"**), duly executed and delivered by the Company, which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Company and the Holder of the Warrant. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in such Warrant Agreement. A copy of the Warrant Agreement may be obtained by the Holder upon written request to the Company

This Warrant Certificate certifies that Del Mar Master Fund, Ltd., or registered assigns, is the registered holder (the **"Holder"**) of a Warrant to purchase shares of Membership Interests of the Company representing on the date of exercise, forty percent (40%) of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis as provided for in the Warrant Agreement (the "**Warrant**"), it being agreed that, in order that the Holder receive Membership Interests representing forty (40%) of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis as provided for in the Warrant Agreement, the AW Membership Interests shall be reduced to twenty-five (25%) percent of the aggregate Membership Interests of the Company, calculated on a fully diluted basis and the SR Membership Interests shall continue to be thirty-five (35%) percent of the aggregate Membership Interests of the Company, calculated on a fully diluted basis. . The Warrant evidenced by this Warrant Certificate is exercisable in full, but not in part, during the periods prescribed herein at the exercise price (the **"Exercise Price"**) of $40.00. The Exercise Price shall be payable in lawful money of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office of the Company designated for such purpose, but only subject to the conditions set forth herein and in the Warrant Agreement.

The Warrant evidenced by this Warrant Certificate may be exercised at any time on or before October 17, 2017. The Warrant evidenced by this Warrant Certificate may not be exercised after 5:00 p.m., New York City time on October 17, 2017 and to the extent not exercised by such time, the Warrant shall become void.

The holder of the Warrant evidenced by this Warrant Certificate may exercise it, in whole but not in part, by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price in cash at the office of the Company designated for such purpose.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Company, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith which shall be the responsibility of the transferor.

The Company may deem and treat the registered holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and the Company shall not be affected by any notice to the contrary. Without limiting anything contained in the Debt Purchase Agreement, neither the Warrant nor this Warrant Certificate entitles any holder hereof to any rights of a Member of the Company.

IN WITNESS WHEREOF, this Warrant Certificate is signed by a duly authorized officer of Ansonia Generation LLC

Dated as of October 18, 2007.

ANSONIA GENERATION LLC

By SR ANSONIA GENERATION LLC,
its manager

By_____
Ted Verrill
Its _____

[Form of Election to Purchase]

(To Be Executed Upon Exercise Of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive Membership Interests representing forty percent (40%) of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis as provided for in the Warrant Agreement, dated as of October 18, 2007 (the **"Warrant Agreement"**), duly executed and delivered by the Company, and herewith tenders payment for such Equity Securities in the amount of $40.00 in accordance with the terms hereof.

The undersigned requests that a certificate for such Membership Interests be registered in the name of _____, whose address is _____ and that such certificate be delivered to _____ whose address is _____.

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Warrant Agreement.

Signature:

_____

Date:_____

EXHIBIT B

Assignment Form

To assign a Warrant Certificate, fill in the form below :

(I) or (we) assign and transfer this entire Warrant Certificate to:

_____ 100%

(Print or type the proposed transferee's name, address and soc. sec. or tax ID no.) (% Transferred)

and irrevocably direct any authorized officer of the Company to transfer such Warrant Certificate(s) on the books of the Company.

I represent and certify that the transfer of this Warrant Certificate (and Warrants represented hereby) do not require registration under the Securities Act of 1933 because such Warrants are being acquired for the Transferee's own account without a view towards distribution thereof.

_____

DATE: _____-- (INSERT NAME OF TRANSFEROR)

The undersigned Transferee hereby certifies to the Company that the aforementioned Warrants are being acquired for the Transferee for its own account without a view towards any distribution thereof.

_____

DATE: _____-- (INSERT NAME OF TRANSFEREE)

Execution Copy

EXERCISABLE AT ANY TIME UNTIL OCTOBER 17, 2017

No. 1

Warrant Certificate

The Warrant evidenced by this Warrant Certificate is issued pursuant to a Warrant Agreement, dated as of October 18, 2007 (the **"Warrant Agreement"**), duly executed and delivered by the Company, which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Company and the Holder of the Warrant. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in such Warrant Agreement. A copy of the Warrant Agreement may be obtained by the Holder upon written request to the Company

This Warrant Certificate certifies that Del Mar Master Fund, Ltd., or registered assigns, is the registered holder (the **"Holder"**) of a Warrant to purchase shares of Membership Interests of the Company representing on the date of exercise, forty percent (40%) of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis as provided for in the Warrant Agreement (the **"Warrant"**), it being agreed that, in order that the Holder receive Membership Interests representing forty (40%) of the aggregate Membership Interests of the Company, calculated on a fully-diluted basis as provided for in the Warrant Agreement, the AW Membership Interests shall be reduced to twenty-five (25%) percent of the aggregate Membership Interests of the Company, calculated on a fully diluted basis and the SR Membership Interests shall continue to be thirty-five (35%) percent of the aggregate Membership Interests of the Company, calculated on a fully diluted basis. . The Warrant evidenced by this Warrant Certificate is exercisable in full, but not in part, during the periods prescribed herein at the exercise price (the **"Exercise Price"**) of $40.00. The Exercise Price shall be payable in lawful money of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office of the Company designated for such purpose, but only subject to the conditions set forth herein and in the Warrant Agreement.

The Warrant evidenced by this Warrant Certificate may be exercised at any time on or before October 17, 2017. The Warrant evidenced by this Warrant Certificate may not be exercised after 5:00 p.m., New York City time on October 17, 2017 and to the extent not exercised by such time, the Warrant shall become void.

The holder of the Warrant evidenced by this Warrant Certificate may exercise it, in whole but not in part, by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price in cash at the office of the Company designated for such purpose.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Company, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith which shall be the responsibility of the transferor.

The Company may deem and treat the registered holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and the Company shall not be affected by any notice to the contrary. Without limiting anything contained in the Debt Purchase Agreement, neither the Warrant nor this Warrant Certificate entitles any holder hereof to any rights of a Member of the Company.

IN WITNESS WHEREOF, this Warrant Certificate is signed by a duly authorized officer of Ansonia Generation LLC

Dated as of October 18, 2007.

ANSONIA GENERATION LLC

By SR ANSONIA GENERATION LLC,
its manager

By _____
Ted Verrill
Its _____

ANSONIA COPPER & BRASS, INC.

UNANIMOUS WRITTEN CONSENT OF SHAREHOLDERS AND DIRECTORS

The undersigned, being the sole shareholder and all of the directors of ANSONIA COPPER & BRASS, INC. (the "**Corporation**"), hereby consent to the actions set forth herein. This Unanimous Written Consent of Shareholders and Directors shall have the same force and effect as would the unanimous vote of the undersigned in favor of such actions at a regularly constituted meeting of the Shareholders and the Board of Directors. Capitalized terms that are used in these resolutions but are not defined herein shall have the meanings set forth in the Loan Agreement (as defined below).

RESOLVED: That the President and Vice President-Finance of the Corporation, signing singly, and their respective successors in office, be and they hereby are authorized, empowered and directed on behalf of the Corporation to do and perform all acts and things and to execute, acknowledge and deliver all instruments and documents of whatsoever kind and nature necessary or incidental to or required by Del Mar Master Fund, Ltd. (the "**Lender**") for the transaction of all of the business of the Corporation with Lender, and, without limiting the generality of the foregoing, in particular (i) to sign any and all drafts, notes, contracts and futures, spot or forward contracts; (ii) to borrow and otherwise effect loans and advances or any extensions of credit, at any time and in any amount or form, for this Corporation from Lender; (iii) to sell to or discount with Lender any or all commercial paper, receivables and other evidences of debt at any time held by the Corporation; and (iv) to pledge, hypothecate, mortgage, assign, transfer, endorse and deliver to Lender as security for the payment of any obligation to Lender, any and all property of every description, real or personal, and any interest therein at any time held by the Corporation; and it is further

RESOLVED: That the Corporation shall issue to Lender Warrants priced at $.01 per share (the "**Warrants**") to acquire 40% of the equity of the Corporation, calculated on a fully diluted basis at the time of, and after giving effect to, the exercise of such Warrants; and it is further

RESOLVED: That the Corporation shall reserve at all times from its authorized but unissued Common Stock, such number of shares of Common Stock sufficient to provide for the exercise in full of the Warrants; and it is further

RESOLVED: That the Corporation execute and deliver to Lender (i) that certain Amendment No. 7 to Loan and Consignment Agreement, Consent and Reservation of Rights dated October __, 2007, among the Corporation, Raymond L. McGee, AW Power Holdings, LLC, AW Ansonia Generation, LLC and the Lender, as assignee of Bank of America, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, (ii) that certain Warrant Agreement between the Corporation and the Lender, and (iii) that

certain Warrant Certificate of the Corporation in favor of the Lender, each substantially in the form presented to the shareholder and the board of directors, with such changes in the text, form and terms thereof as in the judgment of the officer of the Corporation executing such document may be deemed necessary or desirable and proper (the necessity or desirability and propriety of such changes to be conclusively evidenced by the execution and delivery of such document); and it is further

RESOLVED: That the President and Vice President-Finance of this Corporation be and any one of them hereby is authorized, empowered and directed to execute, acknowledge and deliver to the Lender any and all documents and to take any and all other action as such officer deems appropriate to effectuate the purposes of these resolutions; and it is further

RESOLVED: That any and all acts taken prior to the date hereof by or under the authorization of the Shareholder or the Board of Directors of the Corporation which would have been authorized by these resolutions if taken after the date hereof are ratified, confirmed and approved; and it is further

RESOLVED: That the Lender is hereby authorized to rely upon these resolutions until the Lender receives written notice of the revocation thereof.

Dated this __ day of October, 2007.

BEING THE SOLE SHAREHOLDER:

Raymond L. McGee

BEING ALL OF THE DIRECTORS:

Raymond L. McGee

Stephen R. Turner

AW ANSONIA GENERATION LLC
CONSENT TO ACTION

The undersigned, being the sole member of AW ANSONIA GENERATION LLC (the "**Company**"), hereby consents to the actions set forth herein. This Consent to Action shall have the same force and effect as would the unanimous vote of the undersigned in favor of such actions at a regularly constituted meeting of the members of the Company.

RESOLVED: That the Company unconditionally guarantee the obligations of Ansonia Copper & Brass, Inc. to Del Mar Master Fund, Ltd. (the "**Lender**"); and it is further

RESOLVED: That the Company secure such guarantee by pledging to the Lender all of its right, title and interest in and to its 65% membership interest in Ansonia Generation LLC; and it is further

RESOLVED: That the Company execute and deliver to Lender that certain Guarantee, substantially in the form presented to the members with such changes in the text, form and terms thereof as in the judgment of the member executing such document may be deemed necessary or desirable and proper (the necessity or desirability and propriety of such changes to be conclusively evidenced by such execution and delivery of such document); and it is further

RESOLVED: That the Company execute and deliver to Lender that certain Pledge and Security Agreement, substantially in the form presented to the members with such changes in the text, form and terms thereof as in the judgment of the member executing such document may be deemed necessary or desirable and proper (the necessity or desirability and propriety of such changes to be conclusively evidenced by such execution and delivery of such document); and it is further

RESOLVED: That Raymond L. McGee, as a member of the Company, be and he hereby is authorized, empowered and directed to execute, acknowledge and deliver to the Lender any and all documents and to take any and all other action as such member deems appropriate to effectuate the purposes of these resolutions; and it is further

RESOLVED: That any and all acts taken prior to the date hereof by or under the authorization of the Members of the Company which would have been authorized by these resolutions if taken after the date hereof are ratified, confirmed and approved; and it is further

RESOLVED: That the Lender is hereby authorized to rely upon these resolutions until the Lender receives written notice of the revocation thereof.

Dated this __ day of October, 2007.

Raymond L. McGee

ANSONIA GENERATION, LLC

CONSENT TO ACTION

The undersigned, being the manager and all of the members of ANSONIA GENERATION, LLC (the "**Company**"), hereby consent to the actions set forth herein. This Consent to Action shall have the same force and effect as would the unanimous vote of the undersigned in favor of such actions at a regularly constituted meeting of the manager and the members of the Company.

RESOLVED: That the Company shall issue to Del Mar Master Fund, Ltd. (the "**Lender**") Warrants priced at $.01 per unit (the "**Warrants**") to acquire 40% of the membership interests of the Company, calculated on a fully diluted basis at the time of, and after giving effect to, the exercise of such Warrants, it being agreed that, in order that the Lender receive membership interests representing forty (40%) of the aggregate membership interests of the Company, calculated on a fully-diluted basis, the membership interests of AW Ansonia Generation LLC shall be reduced to twenty-five (25%) percent of the aggregate membership interests of the Company, calculated on a fully diluted basis and the membership interests of SR Ansonia Generation LLC shall continue to be thirty-five (35%) percent of the aggregate membership interests of the Company, calculated on a fully diluted basis; and it is further

RESOLVED: That the Company execute and deliver to Lender (i) that certain Warrant Agreement between the Company and the Lender, and (ii) that certain Warrant Certificate of the Company in favor of the Lender, each substantially in the form presented to the manager and members, with such changes in the text, form and terms thereof as in the judgment of the manager of the Company executing such document may be deemed necessary or desirable and proper (the necessity or desirability and propriety of such changes to be conclusively evidenced by the execution and delivery of such document); and it is further

RESOLVED: That the manager of this Company be and hereby is authorized, empowered and directed to execute, acknowledge and deliver to the Lender any and all documents and to take any and all other action as such officer deems appropriate to effectuate the purposes of these resolutions; and it is further

RESOLVED: That any and all acts taken prior to the date hereof by or under the authorization of the manager and members of the Company which would have been authorized by these resolutions if taken after the date hereof are ratified, confirmed and approved; and it is further

RESOLVED: That the Lender is hereby authorized to rely upon these resolutions until the Lender receives written notice of the revocation thereof.

Dated this 18th day of October, 2007.

MEMBERS:

AW ANSONIA GENERATION, LLC

By: _____
Raymond L. McGee

SR ANSONIA GENERATION LLC

By: _____
Ted W. Verrill

MANAGER:

SR ANSONIA GENERATION LLC

By: _____
Ted W. Verrill

CONSENT AND AGREEMENT

Notwithstanding anything to the contrary contained in that certain Operating Agreement of Ansonia Generation LLC, dated September 13, 2007, the undersigned, being the manager and a member of Ansonia Generation LLC (the "**Company**"), hereby consents to the pledge by AW Ansonia Generation LLC ("**AW Ansonia**") to Del Mar Master Fund, Ltd. (the "**Lender**") of all of the membership interests owned by AW Ansonia in the Company to secure the obligations of AW Ansonia under that certain Guarantee of the obligations of Ansonia Copper & Brass, Inc. to Lender and agrees to recognize the Lender's rights under, and to act in accordance with, that certain Pledge and Security Agreement dated October 18, 2007 by AW Ansonia in favor of Lender.

Dated this 18th day of October, 2007.

SR ANSONIA GENERATION LLC

By: _____
Ted W. Verrill, sole member

LSTA
THE LOAN SYNDICATIONS AND TRADING ASSOCIATION®

PURCHASE AND SALE AGREEMENT FOR DISTRESSED TRADES

TRANSACTION SPECIFIC TERMS

THIS PURCHASE AND SALE AGREEMENT is dated as of the Agreement Date and entered into by and between Seller and Buyer to govern the purchase and sale of the Loans, the Commitments (if any) and the other Transferred Rights, in accordance with the terms, conditions and agreements set forth in the Standard Terms. The Standard Terms are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the Parties and as specifically supplemented and modified by the terms and elections set forth in the Transaction Summary and Sections A through H below. The Standard Terms and the Transaction Specific Terms together constitute a single integrated Purchase and Sale Agreement governing the Transaction. With respect to the Transaction, the Parties agree to be bound by the Standard Terms and the Transaction Specific Terms set forth herein. The Parties acknowledge that the parties did not enter into, and the Transaction is not evidenced or governed by, an LSTA Distressed Trade Confirmation. Instead, the parties entered into (i) a Participation Agreement dated as of September 12, 2007 (the "Participation Agreement"), and (ii) an Exclusive Option Agreement dated as of September 12, 2007 (the "Option Agreement"), which Participation Agreement and Option Agreement set forth certain terms and conditions relating to the Transaction.

TRANSACTION SUMMARY

Trade Date:	**September 12, 2007**
Agreement Date/Settlement Date:	**October __, 2007**
Seller:	**Bank of America, N.A.**
Buyer:	**Del Mar Master Fund Ltd.**
Credit Agreement:	**Loan and Consignment Agreement dated as of October 1, 2004, as amended**
Borrower:	**Ansonia Copper & Brass, Inc.**
Purchase Amount(s); Tranches:	**$4,768,000.00 principal amount of Revolving Loans (excluding the principal portion of the Participant's Funded Amount (as such term is defined in the Participation Agreement); and $22,918.84 principal amount of Term Loans**
CUSIP Number(s), if available:	**Not Applicable**
Pre-Settlement Date Accruals Treatment:	☐ **Settled Without Accrued Interest** ☑ **Trades Flat**
Type of Assignment:	☑ **Original Assignment** **Seller is assignee of Fleet Precious Metals Inc. ("FPM") and assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation ("FCC"). FPM and FCC were the original lenders under the Credit Agreement and are (or were) affiliates of Seller. The interests of FPM and FCC were assigned to Seller by means of an internal transfer among a number of Bank of America affiliates, not through LSTA transfer documentation specific to the Credit Agreement or the Loans owing from Borrower. For purposes of this Transaction, Seller shall be deemed to be the "original lender" under the Credit Agreement and this Transaction shall be treated as an "Original Assignment" not a "Secondary Assignment".**

Copyright © LSTA 2006. All rights reserved.

Immediate Prior Seller (if any):	**None (see above under "Type of Assignment")**	
Borrower in Bankruptcy:	**Yes** ☐	**No** ☑
Delivery of Credit Documents:	**Yes** ☑	**No** ☐
Netting Arrangements:	**Yes** ☐	**No** ☑
Flip Representations:	**Yes** ☐	**No** ☑
Step-Up Provisions:	**Yes** ☐	**No** ☑
	Shift Date:	**Not Applicable**
Transfer Notice:	**Yes** ☐	**No** ☑

A. DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Section 1 of the Standard Terms, as supplemented by Section A of the Transaction Specific Terms and as otherwise may be provided in other provisions of this Agreement. Terms defined in the Credit Agreement or the Participation Agreement and not otherwise defined in this Agreement shall have the same meanings in this Agreement as in the Credit Agreement or the Participation Agreement. Except as otherwise expressly set forth herein, each reference herein to "the Agreement," "this Agreement," "herein," "hereunder" or "hereof" shall be deemed a reference to this Agreement. If there is any inconsistency between the Transaction Specific Terms and the Standard Terms, the Transaction Specific Terms shall govern and control.

In this Agreement:

"Agent" means **Not Applicable.**

"Assignment" means **Not Applicable**.

"Bankruptcy Case" select one:

☑ none.

☐ means [the case under the Bankruptcy Code pending before the Bankruptcy Court in which Borrower is a debtor, In re _____, No. _____].

"Bankruptcy Court" select one:

☑ none.

☐ means [the United States Bankruptcy Court for the _____District of _____ (and, if appropriate, the United States District Court for that District)].

"Bar Date" select one:

☑ not applicable.

☐ none has been set.

☐ means [specify applicable date, if any].

"Buyer Purchase Price" select one:

☑ not applicable.

☐ means the purchase price payable by Buyer to Original Buyer pursuant to the Netting Letter (this applies if there are three (3) parties involved in the netting arrangement).

☐ means the purchase price payable by Buyer to Penultimate Buyer pursuant to the Netting Letter (this applies if there are four (4) or more parties involved in the netting arrangement).

"Commitments" select one:

☐ none.

☑ means the commitment under the Credit Agreement to fund additional Revolving Loans. A number of Events of Default have occurred and are continuing under the Credit Agreement. The Borrower and Guarantor have acknowledged that as a result of such Events of Default Seller has no binding commitment to make additional Revolving Loans or otherwise advance additional sums to Borrower. To the extent Seller has continued to fund requests for Revolving Loans from time to time, Seller has done so in its discretion, subject to its reservation of rights, including its right to refuse to fund any additional Revolving Loans to the Borrower at any time for any reason. The parties acknowledge that pursuant to the Participation Agreement, Seller and Buyer agreed, as between themselves, on certain terms and conditions under which Seller would honor requests during the Participation Period for Future Revolving Loans and Buyer would fund a portion of such Future Revolving Loans.

"Covered Prior Seller" select one:

☑ not applicable.

☐ means each Prior Seller that transferred the Loans and Commitments (if any) on or after the Shift Date [but prior to the date on which _____ transferred such Loans and Commitments (if any)].

"Filing Date" select one:

☑ none.

☐ means [identify date on which Borrower filed Bankruptcy Case].

"Guarantor" means Raymond L. McGee in his capacity as a limited guarantor of the obligations of Borrower to Seller pursuant to that certain Limited Guaranty Agreement of Raymond L. McGee dated as of October 1, 2004.

"Loans" means (i) Revolving Loans in the outstanding principal amount of **$6,874,340.32** as of the date hereof, which Revolving Loans include **$2,106,340.32** outstanding principal amount of Future Revolving Loans that have been funded by Buyer; and (ii) and Term Loans in the outstanding principal amount of **$22,918.84** as of the date hereof.

"Netting Letter" select one:

☑ not applicable.

☐ means that certain Multilateral Netting Agreement in the form currently published by the LSTA dated on or as of the Agreement Date among Seller, Buyer [and] [,] Original Buyer [, Penultimate Buyer] and [describe any other parties to the Netting Letter]].

"Option Agreement" has the meaning ascribed to such term on page 1 of this Agreement.

"Original Buyer" select one:

☑ not applicable.

☐ means [specify original buyer in the netting arrangement].

"Participation Agreement" has the meaning ascribed to such term on page 1 of this Agreement.

"Penultimate Buyer" select one:

☑ not applicable.

☐ none ("none" is applicable if there are only three (3) parties involved in the netting arrangement).

☐ means [_____].

"Required Consents" means the Consent of Seller and Guarantor dated as of October __, 2007 with respect to the transfer of the Transferred Rights.

"Seller Purchase Price" select one:

☑ not applicable.

☐ means the purchase price payable by Original Buyer to Seller pursuant to the Netting Letter.

"Transfer Fee" means **Not Applicable.**

"Unfunded Commitments" means that part of the Commitments that have not been funded in the form of loans, advances, letter of credit disbursements or otherwise under the Credit Agreement. A number of Events of Default have occurred and are continuing under the Credit Agreement. Borrower and Guarantor have acknowledged that as a result of such Events of Default Seller has no binding commitment to make additional Revolving Loans or otherwise advance additional sums to Borrower. To the extent Seller has continued to fund requests for Revolving Loans from time to time, Seller has done so in its discretion, subject to its reservation of rights, including its right to refuse to fund any additional Revolving Loans to Borrower at any time for any reason. The parties acknowledge that pursuant to the Participation Agreement, Seller and Buyer agreed, as between themselves, on certain terms and conditions under which Seller would continue to honor requests during the Participation Period for Future Revolving Loans and Buyer would fund a portion of such Future Revolving Loans. The parties further acknowledge that for purposes of this Agreement there are no "Unfunded Commitments".

B. SECTION 4 (SELLER'S REPRESENTATIONS AND WARRANTIES)

The following specified terms shall apply to the sections referenced in this Section B:

	Flat Representation	**Flip Representation**	**Step-Up Representation**
	If "No" is specified opposite both "Flip Representations" and "Step-Up Provisions" in the Transaction Summary, the following subsections of Section 4 shall apply:	If "Yes" is specified opposite "Flip Representations" in the Transaction Summary, the following subsections of Section 4 shall apply:	If "Yes" is specified opposite "Step-Up Provisions" in the Transaction Summary, the following subsections of Section 4 shall apply:
Section 4.1(e) (Proceedings)	Section 4.1(e)(i)	Section 4.1(e)(i)	Section 4.1(e)(ii)
Section 4.1(f) (Principal Amount)	Section 4.1(f)(i)	Section 4.1(f)(ii)	Section 4.1(f)(i)
Section 4.1(g) (Future Funding)	Section 4.1(g)(i)	Section 4.1(g)(ii)	Section 4.1(g)(iii)
Section 4.1(v) (Proof of Claim)	Section 4.1(v)(i)	Section 4.1(v)(ii)	Section 4.1(v)(i)

The representations and warranties of Seller set forth in Section 4 of the LSTA Standard Terms and Conditions are hereby modified as follows:

Sections 4.1(d) and 4.1(e) Seller's representations in Sections 4.1(d)(i) and 4.1(e)(i) of the LSTA Standard Terms and Conditions are hereby modified as follows: Buyer is aware that certain creditors (including, without limitation, federal, state and local taxing authorities, environmental agencies, labor unions and customers that have consigned or tolled metal to Borrower) may have claims against Borrower and may assert liens against Borrower and/or its properties and assets. Buyer is also aware that Ginsberg & Ginsberg, LLC, Trustee of the ABC Trust, holds liens on the Borrower's real property in Ansonia and Waterbury, Connecticut. Seller makes no representations or warranties whatsoever regarding the relative priorities of the liens of Seller and other creditors on the properties and assets of the Borrower. Sections 4.1(d)(ii) and 4.1(e)(ii) of the LSTA Standard Terms and Conditions do not apply to this Transaction and, accordingly, Seller makes no representation or warranty whatsoever under Sections 4.1(d)(ii) or 4.1(e)(ii) of the LSTA Standard Terms and Conditions.

Section 4.1(h) Section 4.1(h) of the LSTA Standard Terms and Conditions does not apply to this Transaction and, accordingly, Seller makes no representation or warranty whatsoever under Section 4.1(h) of the LSTA Standard Terms and Conditions.

Section 4.1(i) Seller's representation in Section 4.1(i)(i) of the LSTA Standard Terms and Conditions is hereby modified to read as follows: To the best of Seller's knowledge, Seller has complied in all material respects with, and has performed in all material respects, all material obligations required to be complied with or performed by Seller under the Credit Documents and Seller has not breached any of its material representations, warranties, obligations, agreements or covenants under any of the Credit Documents. Section 4.1(i)(ii) of the LSTA Standard Terms and Conditions do not apply to this Transaction and, accordingly, Seller makes no representation or warranty whatsoever under Section 4.1(i)(ii) of the LSTA Standard Terms and Conditions.

Section 4.1(l) Seller makes no representation or warranty whatsoever under Section 4.1(l) of the LSTA Standard Terms and Conditions.

Section 4.1(r) Seller's representation in Section 4.1(r) of the LSTA Standard Terms and Conditions is hereby modified as follows: Seller is assignee of Fleet Precious Metals Inc. ("FPM") and assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation ("FCC"). FPM and FCC were the original lenders under the Credit Agreement and are (or were) affiliates of Seller. The interests of FPM and FCC were assigned to Seller by means of an internal transfer among a number of Bank of America affiliates, not through LSTA transfer documentation specific to the Credit Agreement or the Loans owing from Borrower. For purposes of this Transaction, Seller shall be deemed to be the "original lender" under the Credit Agreement and this Transaction shall be treated as an "Original Assignment" not a "Secondary Assignment".

Sections 4.1(t) and 4.1(u) Seller's representations in Sections 4.1(t)(i) and 4.1(u)(i) of the LSTA Standard Terms and Conditions are hereby modified as follows: A number of Events of Default have occurred and are continuing under the Credit Agreement. Borrower and Guarantor have acknowledged that as a result of such Events of Default Seller has no binding commitment to make additional Revolving Loans or otherwise advance additional sums to Borrower. To the extent Seller has continued to fund requests for Revolving Loans from time to time, Seller has done so in its discretion, subject to its reservation of rights, including its right to refuse to fund any additional Revolving Loans to Borrower at any time for any reason. The parties acknowledge that pursuant to the Participation Agreement, Seller and Buyer agreed, as between themselves, on certain terms and conditions under which Seller would continue to honor requests during the Participation Period for Future Revolving Loans and Buyer would fund a portion of such Future Revolving Loans. Sections 4.1(t)(ii) and 4.1(u)(ii) of the LSTA Standard Terms and Conditions shall not apply to this Transaction and, accordingly, Seller makes no representation or warranty whatsoever under Sections 4.1(t)(ii) or 4.1(u)(ii) of the LSTA Standard Terms and Conditions.

Section 4.1(w) Seller's representation in Section 4.1(w) of the LSTA Standard Terms and Conditions is hereby modified to read as follows: Seller has not received any written notice from Borrower that any payment or other transfer made to or for the account of Seller from or on account of Borrower under the Transferred Rights is or may be void or voidable as an actual or constructive fraudulent transfer or as a preferential transfer. Seller makes no representation or warranty whatsoever as to the collectability of the Loans and other obligations owing from Borrower to Seller under the Credit Agreement or the financial condition of Borrower.

C. SECTION 5 (BUYER'S REPRESENTATIONS AND WARRANTIES)

C.1 Section 5.1(n) (Buyer Status). [Specify Buyer's status for purposes of determining Required Consents, minimum assignment amount requirements or Transfer Fee requirements.]

☐ Buyer is not a Lender.
☐ Buyer is a Lender.
☐ Buyer is an Affiliate [substitute Credit Agreement defined term if different] (as defined in the Credit Agreement) of a Lender.
☑ The Borrower and Guarantor are executing a consent with respect to the assignment from Seller to Buyer.

C.2 If "Yes" is specified opposite "Delivery of Credit Documents" in the Transaction Summary, Buyer represents and warrants that it (i) was not a Lender on the Trade Date and (ii) requested copies of the Credit Documents from Seller on or prior to the Trade Date.

D. SECTION 6 (INDEMNIFICATION)

Section 6.1 (Seller's Indemnities); Step-Up Indemnities.

(i) If "Yes" is specified opposite "Step-Up Provisions" in the Transaction Summary, Seller's indemnities contained in Section 6.1(b) shall apply (and the alternate indemnities contained in Section 6.1(a) shall not apply).

(ii) If "No" is specified opposite "Step-Up Provisions" in the Transaction Summary, Seller's indemnities contained in Section 6.1(a) shall apply (and the alternate indemnities contained in Section 6.1(b) shall not apply).

E. SECTION 7 (COSTS AND EXPENSES)

☐ The Transfer Fee shall be paid by Seller to the Agent and the Purchase Price shall be increased by an amount equal to
  ☐ one-half thereof.
  ☐ other relevant fraction or percentage, _____, thereof.

☐ The Transfer Fee shall be paid by Buyer to the Agent and Buyer shall receive a credit to the Purchase Price equal to
  ☐ one-half thereof.
  ☐ other relevant fraction or percentage, _____, thereof.

☐ The Transfer Fee shall be paid and allocated in the manner specified in the Netting Letter.

☐ The Transfer Fee has been waived by the Agent and, accordingly, no adjustment to the Purchase Price shall be made in respect thereof.

☑ There is no Transfer Fee and, accordingly, no adjustment to the Purchase Price shall be made in respect thereof.

F. SECTION 8 (DISTRIBUTIONS; INTEREST AND FEES; PAYMENTS)

F.1 Section 8.2 (Distributions); Step-Up Distributions Covenant.

(i) If "Yes" is specified opposite "Step-Up Provisions" in the Transaction Summary, Seller's covenants contained in Section 8.2(b) shall apply (and the alternate covenants contained in Section 8.2(a) shall not apply).

(ii) If "No" is specified opposite "Step-Up Provisions" in the Transaction Summary, Seller's covenants contained in Section 8.2(a) shall apply (and the alternate covenants contained in Section 8.2(b) shall not apply).

F.2 Section 8.4 (Wire Instructions).

Buyer's Wire Instructions:

Bank: _____
ABA No.: _____
Acct.: _____
Acct. No.: _____
Attn.: _____
Ref.: _____

Seller's Wire Instructions:

Bank: Bank of America, N.A.
ABA No.: 026009593
Acct. No.: 936-933-7579
Ref.: Ansonia Loan Sale

G. SECTION 9 (NOTICES)

Buyer's Address for Notices and Delivery:

Del Mar Master Fund Ltd.
711 Fifth Avenue, 5th Floor
New York, NY 10022
Attention: Kenneth S. Grossman
Telephone: 212-328-7155
Facsimile: 212-328-7128
Electronic Mail Address: kgrossman@delmarasset.com

Seller's Address for Notices and Delivery:

Bank of America, N.A.
200 Glastonbury Boulevard
Glastonbury, CT 06033
Attention: Edgar Ezerins
Telephone: 860-368-6024
Facsimile: 860-368-6029
Electronic Mail Address: edgar.ezerins@bankofamerica.com

H. SECTION 26 (FURTHER PROVISIONS)

The following additional provisions, including any modifications to existing provisions, shall apply:

Buyer and Seller did not enter into, and the Transaction is not evidenced or governed by, an LSTA Distressed Trade Confirmation. Instead, Buyer and Seller entered into the Participation Agreement and Option Agreement, which Participation Agreement and Option Agreement set forth certain terms and conditions relating to the Transaction. At the time this Agreement becomes effective, the Participation Agreement and Option Agreement shall be deemed terminated, null and void, and without any further force and effect.

Buyer and Seller agree that the purchase price to be paid by Buyer to Seller on the Closing Date shall be as set forth in the Purchase Price Letter. Buyer agrees that Buyer shall not receive any credit or deduction against the Purchase Price in respect of any "Unfunded Commitment" as Borrower and Guarantor have acknowledged that Seller has no current commitment or obligation to continue to advance Revolving Loans or other amounts to Borrower.

Borrower currently maintains certain bank accounts and lockboxes with Seller. Following the closing of this Transaction, to the extent Seller receives any checks, wire transfers or other remittances in respect of accounts receivable or other collateral of Borrower in any lockbox account of Borrower maintained with Seller, Seller shall deposit in Borrower's operating account maintained with Bank (or in such other operating account as Borrower may request in writing) all collected and available funds received in any lockbox account maintained with Seller. Notwithstanding anything to the contrary set forth in the LSTA Standard Terms and Conditions, Buyer acknowledges that Seller shall have not duty or obligation to remit any funds received in any such lockbox account (or in any operating or other deposit account of Borrower maintained with Seller) directly to Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase and Sale Agreement by their duly authorized officers or representatives as of the Agreement Date.

SELLER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezun
Title: SVP

BUYER

DEL MAR MASTER FUND LTD.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase and Sale Agreement by their duly authorized officers or representatives as of the Agreement Date.

SELLER

BANK OF AMERICA, N.A.

By:_____
Name:
Title:

BUYER

DEL MAR MASTER FUND LTD.

By:_____
Name: KENNETH S. GROSSMAN
Title: Managing Director

ANNEX TO PURCHASE AND SALE AGREEMENT

1. If "Secondary Assignment" is specified opposite "Type of Assignment" in the Transaction Summary, list of Predecessor Transfer Agreements and principal amount, as of the settlement date with respect thereto, of the portion of the Loans and Commitments (if any) thereunder assigned hereby for purposes of Section 4.1(r) and Section 5.1(k)(i) hereof, and designation as to whether such Predecessor Transfer Agreements relate to par/near par loans or distressed loans.

   Seller is assignee of Fleet Precious Metals Inc. ("FPM") and assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation ("FCC"). FPM and FCC were the original lenders under the Credit Agreement and are (or were) affiliates of Seller. The interests of FPM and FCC were assigned to Seller by means of an internal transfer among a number of Bank of America affiliates, not through LSTA transfer documentation specific to the Credit Agreement or the Loans owing from Borrower. Accordingly, there are no Predecessor Transfer Agreements with respect to the Loans owing from Borrower. For purposes of this Transaction, Seller shall be deemed to be the "original lender" under the Credit Agreement and this Transaction shall be treated as an "Original Assignment" not a "Secondary Assignment".

2. List of Credit Agreement and any other Credit Documents delivered pursuant to Section 4.1(s) hereof. **See Schedule I attached hereto.**

3. Description of Proof of Claim (if any). **Not Applicable.**

4. Description of Adequate Protection Order (if any). **Not Applicable.**

SCHEDULE I

List of Principal Credit and Security Documents

1. Loan and Consignment dated as of October 1, 2004 by and among Fleet Precious Metals Inc. ("FPM") and Fleet Capital Corporation ("FCC") as Lenders, and Ansonia Copper & Brass, Inc. ("Borrower")

2. Revolving Loan Note in favor of FCC in the amount of $8,000,000 dated as of October 1, 2004

3. Revolving Loan Note in favor of FPM in the amount of $12,000,000 dated as of October 1, 2004

4. Term Promissory Note in favor of FCC in the amount of $1,000,000 dated as of October 1, 2004

5. Equipment Loan Note in favor of FCC in the amount of $1,000,000 dated as of October 1, 2004

6. Security Agreement dated as of October 1, 2004 between Borrower and Lenders

7. UCC financing statements #42039032, #42039024 and #42038992, each filed with the Delaware State on July 20, 2004

8. Limited Guaranty Agreement of Raymond L. McGee dated as of October 1, 2004

9. Agreement regarding release of Limited Guaranty Agreement dated as of October 1, 2004

10. Stock Redemption Agreement and related documents dated as of October 1, 2004

11. Subordination Agreement dated as of October 1, 2004 among Primac Ansonia LLC, FPM, FCC and the Borrower

12. Reservation of Rights Letter dated October 27, 2005 from Bank of America, N.A., as assignee of Banc of America Leasing & Capital, LLC, successor to FCC, and FPM to Borrower and Raymond L. McGee ("Guarantor")

13. Amendment No. 1 to Loan and Consignment Agreement, Security Agreement and Limited Guaranty Agreement, and Reservation of Rights dated as of May 31, 2006 among Borrower, Guarantor and Bank of America, N.A, as assignee of FPM and as assignee of Banc of America Leasing & Capital, LLC, successor to FCC ("Seller")

14. UCC financing statement amendments assigning financing statements #42039032, #42039024 and #42038992 from FPM and FCC to Seller, each filed with the Delaware State on June 2, 2006

15. Amendment No. 2 to Loan and Consignment Agreement, and Reservation of Rights dated as of July 19, 2006 among Borrower, Guarantor and Seller

16. Amended and Restated Revolving Loan Note in favor of Seller in the amount of $14,750,000 dated as of July 19, 2006

17. Amended and Restated Revolving Loan Note in favor of Seller in the amount of $9,750,000 dated as of July 19, 2006

18. Amendment No. 3 to Loan and Consignment Agreement, and Reservation of Rights dated as of August 14, 2006 among Borrower, Guarantor and Seller

19. Amendment No. 4 to Loan and Consignment Agreement, and Reservation of Rights dated as of October 18, 2006 among Borrower, Guarantor and Seller

20. Second Amended and Restated Revolving Loan Note in favor of Seller in the amount of $23,750,000 dated as of October 18, 2006

21. Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Borrower to Seller dated as of October 18, 2006 with respect to property located in Ansonia, Connecticut

22. Amendment No. 5 to Loan and Consignment Agreement, Consent and Reservation of Rights dated as of December 11, 2006 among Borrower, Guarantor and Seller

23. Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Borrower to Seller dated as of December 11, 2006 with respect to property located in Waterbury, Connecticut

24. Intercreditor Agreement dated as of December 11, 2006 by and among Ginsberg & Ginsberg, LLC, Trustee of the ABC Trust, Seller and Borrower

25. Amendment No. 6 to Loan and Consignment Agreement, Consent and Reservation of Rights dated as of February 16, 2006 among Borrower, Guarantor and Seller

26. Letter Agreement dated April 12, 2007 from Seller to and acknowledged by Borrower and Guarantor

27. Letter Agreement dated June 5, 2007 from Seller to and acknowledged by Borrower and Guarantor

28. Subordination, Non-Disturbance and Attornment Agreement by and among Waterbury Generation LLC, Borrower and Seller dated June 13, 2007

29. Amended and Restated Subordination, Non-Disturbance and Attornment Agreement by and among Waterbury Generation LLC, Borrower and Seller dated July __, 2007

29. Assignment Agreement dated August 14, 2007 by and among AW Power Holdings, LLC, Guarantor and Seller.

30. Participation Agreement dated as of September 12, 2007 between Seller and Buyer.

31. Exclusive Option Agreement dated as of September 12, 2007 between Seller and Buyer.

Bank of America, N.A.
200 Glastonbury Boulevard
Glastonbury, CT 06033

October 18, 2007

Del Mar Master Fund Ltd.
711 Fifth Avenue, 5th Floor
New York, NY 10022
Attention: Kenneth S. Grossman

Re: Ansonia Copper & Brass, Inc. ("Borrower")

Ladies and Gentlemen:

Reference is made to the Purchase and Sale Agreement for Distressed Trades (the "Agreement") of even date herewith between Bank of America, N.A. (the "Seller") and Del Mar Master Fund Ltd. (the "Buyer") with respect to the Borrower identified above. This is the Purchase Price Letter which sets forth the price and payment terms for the Agreement as between Buyer and Seller. All capitalized terms used but not defined herein shall have the same meaning set forth in the Agreement.

The Purchase Price is equal to:

Outstanding Revolver principal balance as of the date hereof:		$6,874,340.32
Less		
Outstanding principal portion of Future Revolving Loans (as defined in the Participation Agreement) funded by the Buyer as of the date hereof:		$2,106,340.32
Seller's Portion of outstanding Revolving principal balance:		$4,768,000.00
Plus		
Term Loan principal balance as of the date hereof:		$22,918.84
	Subtotal:	$4,790,918.84
Multiplied by Purchase Rate:		66.0%
	Subtotal:	$3,162,006.43
Plus		$ 300,000.00
	TOTAL:	**$3,462,006.43**

The Seller and Buyer agree that, upon satisfaction of the terms and conditions set forth in the Agreement, the Purchase Price shall be paid by the Buyer in U.S. dollars by wire transfer to the account of the Seller set forth in the Agreement.

Please indicate your acceptance of the terms of this letter by signing in the space provided therefor below.

BANK OF AMERICA, N.A., as Seller

By: _____
Name: Edgar Evans
Title: SVP

Acknowledged and Agreed to by:

DEL MAR MASTER FUND LTD., as Buyer

By: _____
Name:
Title:

Please indicate your acceptance of the terms of this letter by signing in the space provided therefor below.

BANK OF AMERICA, N.A., as Seller

By: _____
Name:
Title:

Acknowledged and Agreed to by:

DEL MAR MASTER FUND LTD., as Buyer

By: _____
Name: KENNETH S. GROSSMAN
Title: Managing Director

ALLONGE ENDORSEMENT

October 16, 2007 New York, New York

Pay to the order of Del Mar Master Fund, Ltd., as Lender, pursuant to the Loan Agreement (as hereinafter defined), without recourse, the promissory note described below to which this Allonge Endorsement is affixed:

Second Amended and Restated Revolving Loan Note due December 31, 2006, made by Ansonia Copper & Brass, Inc. ("Maker") in favor of Bank of America, N.A. ("Payee") in the original principal amount of $23,750,000.

The term "Loan Agreement" as used herein means Loan and Consignment Agreement, dated October 1, 2004, by and among Lender, as assignee of Bank of America, N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

BANK OF AMERICA, N.A.

By: _____

Title: SVP

ALLONGE ENDORSEMENT

October 16, 2007 New York, New York

Pay to the order of Del Mar Master Fund, Ltd., as Lender, pursuant to the Loan Agreement (as hereinafter defined), without recourse, the promissory note described below to which this Allonge Endorsement is affixed:

Term Promissory Note, due October 1, 2007, made by Ansonia Copper & Brass, Inc. ("Maker") in favor of Bank of America, N.A, as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation,. ("Payee") in the original principal amount of $1,000,000.

The term "Loan Agreement" as used herein means Loan and Consignment Agreement, dated October 1, 2004, by and among Lender, as assignee of Bank of America, N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

BANK OF AMERICA, N.A.

By: _____

Title: SVP

BANK OF AMERICA, N.A.
200 Glastonbury Boulevard
Glastonbury, CT 06033

October 18, 2007

Mr. Raymond L. McGee
Ansonia Copper & Brass, Inc.
75 Liberty Street
Ansonia, Connecticut 06401

Reference is hereby made to (a) the Loan and Consignment Agreement dated as of October 1, 2004, as amended (the "Loan Agreement"), by and among Ansonia Copper & Brass, Inc., a Delaware corporation (the "Company"), and Bank of America, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation (in such capacities, the "Bank"), and (b) the Limited Guaranty Agreement of Raymond L. McGee (the "Guarantor") dated as of October 1, 2004 by the Guarantor in favor of the Bank. All capitalized terms used herein without definition shall have the meanings assigned to such terms in the Loan Agreement.

The Bank has notified the Company and the Guarantor that the Bank intends to sell, assign and transfer to Del Mar Master Fund Ltd. ("Buyer") all of its, right, title and interest in, to and under the Loans, the Obligations, the Loan Agreement and the Security Documents (collectively, the "Transferred Rights"). This letter shall confirm that although the Bank is not required under the terms of the Loan Agreement to notify or obtain the consent of the Borrower or the Guarantor to the assignment of the Transferred Rights (i) the Company and the Guarantor have been notified of and hereby consent to the assignment of the Transferred Rights and (ii) from and after the time the assignment of the Transferred Rights becomes effective, the Company and the Guarantor shall recognize the Buyer, and not the Bank, as the holder of the Transferred Rights. The Company and the Guarantor hereby represent and warrant that (x) the Obligations are valid and binding obligations of the Company and the Guarantor enforceable in accordance with their terms, and (y) neither the Company nor the Guarantor have any claims, cause of actions or suits against the Bank arising out of or relating to the Transferred Rights or any action taken or omitted to be taken by the Bank prior to the date hereof, and, to the extent that the Company or the Guarantor have any such claims, causes of action or suits, the Company and the Guarantor hereby release, waive, and forever discharge the Bank (together with its officers, representatives and agents) from all such claims, causes of action and suits, whether in law or in equity, known or unknown.

Bank of America, N.A.

By:_____
Edgar Ezerins, Senior Vice President

Acknowledged and Agreed:

Ansonia Copper & Brass, Inc.

By:_____
Raymond L. McGee, President

_____
Raymond L. McGee, as "Guarantor"

BANK OF AMERICA, N.A.
200 Glastonbury Boulevard
Glastonbury, CT 06033

October 18, 2007

Mr. Raymond L. McGee
Ansonia Copper & Brass, Inc.
75 Liberty Street
Ansonia, Connecticut 06401

Reference is hereby made to (a) the Loan and Consignment Agreement dated as of October 1, 2004, as amended (the "Loan Agreement"), by and among Ansonia Copper & Brass, Inc., a Delaware corporation (the "Company"), and Bank of America, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation (in such capacities, the "Bank"), and (b) the Limited Guaranty Agreement of Raymond L. McGee (the "Guarantor") dated as of October 1, 2004 by the Guarantor in favor of the Bank. All capitalized terms used herein without definition shall have the meanings assigned to such terms in the Loan Agreement.

The Bank has notified the Company and the Guarantor that the Bank intends to sell, assign and transfer to Del Mar Master Fund Ltd. ("Buyer") all of its, right, title and interest in, to and under the Loans, the Obligations, the Loan Agreement and the Security Documents (collectively, the "Transferred Rights"). This letter shall confirm that although the Bank is not required under the terms of the Loan Agreement to notify or obtain the consent of the Borrower or the Guarantor to the assignment of the Transferred Rights (i) the Company and the Guarantor have been notified of and hereby consent to the assignment of the Transferred Rights and (ii) from and after the time the assignment of the Transferred Rights becomes effective, the Company and the Guarantor shall recognize the Buyer, and not the Bank, as the holder of the Transferred Rights. The Company and the Guarantor hereby represent and warrant that (x) the Obligations are valid and binding obligations of the Company and the Guarantor enforceable in accordance with their terms, and (y) neither the Company nor the Guarantor have any claims, cause of actions or suits against the Bank arising out of or relating to the Transferred Rights or any action taken or omitted to be taken by the Bank prior to the date hereof, and, to the extent that the Company or the Guarantor have any such claims, causes of action or suits, the Company and the Guarantor hereby release, waive, and forever discharge the Bank (together with its officers, representatives and agents) from all such claims, causes of action and suits, whether in law or in equity, known or unknown.

Bank of America, N.A.

By:_____
Edgar Ezerins, Senior Vice President

Acknowledged and Agreed:

Ansonia Copper & Brass, Inc.

By:_____
Raymond L. McGee, President

_____
Raymond L. McGee, as "Guarantor"

Doc ID: 001240560003 Type: LAN
BK469 PG220-222

ASSIGNMENT OF MORTGAGE

KNOW THAT

BANK OF AMERICA, N.A. ("Assignor)

in consideration of Ten ($10.00) Dollars and other good and valuable consideration

paid by DEL MAR MASTER FUND LTD., Assignee,

hereby assigns unto the Assignee,

Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October 18, 2006 by Ansonia Copper & Brass, Inc. ("Mortgagor") to and for the benefit of Assignor recorded on October 24, 2006, at Book 451, Page 290 (Document No. 000070830043) in the Office of the Town Clerk of Ansonia, Connecticut,

in the principal sum not to exceed of $25,750,000 covering premises described on Exhibit A attached hereto.

Together with the bond or note or obligation described in said mortgage, and the moneys due and to grow due thereon with the interest; without representation, warranty or recourse, express, implied or statutory by or to Assignor.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the Assignor has duly executed this assignment as of the 18th day of October, 2007

WITNESS:

Katherine Glynn
Name: Katherine Glynn

Dawn E. Silveira
Name: Dawn E. Silveira

BANK OF AMERICA, N.A.

By: Edgar Ereira
Name: Edgar Ereira
Title: SVP

921040.2

Record and Return to:
Madison Title Agency, LLC
National Commercial Dept
1125 Ocean Avenue
Lakewood, NJ 08701
MTA NS-041719

STATE OF CT, COUNTY OF Hartford SS:

On the 20th day of November, 2007, before me, the undersigned Officer, personally appeared Edgar Ezerins, who acknowledged ~~herself~~ him to be a SVP of Bank of America, N.A. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the national banking association by himself as such officer.

In Witness Whereof I have hereunto set my hand.

Notary Public

LISA A. GIAMPAOLO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2010

Exhibit A

Legal Description

All that certain piece or parcel of land located in the City of Waterbury, County of New Haven and State of Connecticut, as shown on a map entitled, "Subdivision of Property of Ansonia Copper & -Brass, Inc. Parcels 1, 2 & 3 Washington Ave. Waterbury, CT Scale 1" = 50' February, 1980 last revised October 23, 1986", filed in the Office of the Town Clerk of the City of Waterbury in Map Drawer XVIII at Page 66, more particularly bounded and described as follows:

Commencing at a point in the northerly street line of Washington Avenue and in the easterly line of property now or formerly of Consolidated Rail Corp., said point being the southwesterly corner of property herein described and point and place of beginning.

Thence from said point and place of beginning in a northerly direction along the easterly line of property now or formerly of Consolidated Rail Corp. N 07° 58' 11" W a distance of 345.44 feet to a point; thence following a curve to the right having a central angle of 08° 40' 28" a radius of 2869.25 feet and an arc length of 434.40 feet to a point;

Thence N 07° 49' 49" E a distance of 14.97 feet to a point;
Thence N 03° 43' 56" W a distance of 41.05 feet to a point;
Thence N 86° 11' 14" E a distance of 8.40 feet to a point;
Thence N 07° 49' 49" E a distance of 9.62 feet to a point;
Thence N 00° 42' 39" E a distance of 33.08 feet to a point in the southerly channel encroachment line of the Naugatuck River.

Thence in an easterly direction following the southerly and westerly channel encroachment line of the Naugatuck River S 75° 57' 08" E a distance of 32.08 feet to a point;
Thence S 72° 22' 56 " E a distance of 310.26 feet to a point;
Thence S 05° 20' 24" E a distance of 23.26 feet to a point;
Thence S 48° 32' 46" E a distance of 65.43 feet to a point;
Thence S 20° 35' 15" E a distance of 41.13 feet to a point;
Thence S 11° 57' 54" E a distance of 36.36 feet to a point;
Thence S 06° 24' 51" W a distance of 44.74 feet to a point;
Thence S 00° 29' 04" W a distance of 217.79 feet to a point;
Thence N 88° 49' 14" W a distance of 61.63 feet to a point;
Thence S 01° 10' 45" W a distance of 160.00 feet to a point;
Thence S 36° 45' 12" W a distance of 83.42 feet to a point;
Thence S 00° 55' 25" W a distance of 150.00 feet to a point in the northerly street line of Washington Avenue.

Thence in a westerly direction along the northerly street line of Washington Ave. N 88° 24' 48" W a distance of 211.15 feet to a point in the easterly line of property now or formerly of Consolidated Rail Corp., said point being the point and place of beginning.

Together with all the right, title and interest in and to property lying between the southerly and westerly channel encroachment line of the Naugatuck River and the center line of said river.

Together with rights, if any, to cross to and from the property and Bank Street, over land now or formerly of Consolidated Rail Corp. in the area of the current crossing, which crossing lies south of the northerly line of the property.

Together with certain reservations as more particularly described in a certain deed from Ansonia Copper & Brass, Inc. to Helmuth W. Schultze dated May 9, 1986 and recorded May 12, 1986 in Volume 1886, Page 5 of the Waterbury Land Records, and in a certain deed from Ansonia Copper & Brass, Inc. to John G. Devino, Sr. and John G. Devino, Jr. dated December 30, 1986 and recorded December 31, 1986 in Volume 2008, Page 323 of said Land Records.

Received for Record at Ansonia, CT
On 11/29/2007 At 10:42:28 am

Record and Return to:
Madison Title Agency, LLC
National Commercial Dept
1125 Ocean Avenue
Lakewood, NJ 08701
MTA US-041719

ASSIGNMENT OF MORTGAGE

KNOW THAT

BANK OF AMERICA, N.A. ("Assignor)

in consideration of Ten ($10.00) Dollars and other good and valuable consideration

paid by DEL MAR MASTER FUND LTD., Assignee,

hereby assigns unto the Assignee,

Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December ___, 2006 by Ansonia Copper & Brass, Inc. ("Mortgagor") to and for the benefit of Assignor recorded on December 12, 2006, at Volume 5984, Page 10 in the Office of the Town Clerk of Waterbury, Connecticut,

in the principal sum not to exceed of $25,750,000 covering premises described on Exhibit A attached hereto.

Together with the bond or note or obligation described in said mortgage, and the moneys due and to grow due thereon with the interest; without representation, warranty or recourse, express, implied or statutory by or to Assignor.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the Assignor has duly executed this assignment as of the 18th day of October, 2007

WITNESS:

Katherine Glynn
Name: Katherine Glynn

Dawn E. Silveira
Name: Dawn E. Silveira

BANK OF AMERICA, N.A.

By: Edgar Evans
Name: Edgar Evans
Title: VP

921024.1

Record and Return to:
Madison Title Agency, LLC
National Commercial Dept
1125 Ocean Avenue
Lakewood, NJ 08701
MTA US-041719

STATE OF CT, COUNTY OF Hartford SS:

On the 20th day of November, 2007, before me, the undersigned Officer, personally appeared Edgar Ezquina, who acknowledged herself to be a SVP of Bank of America, N.A. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the national banking association by himself as such officer.

In Witness Whereof I have hereunto set my hand.

Notary Public
LISA A. GIAMPAOLO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2010

Exhibit A

Legal Description

PARCEL ONE:

Commencing at a point in the westerly line of North Main Street at the northeasterly corner of land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence along said westerly line of North Main Street and along the westerly line of Liberty Street, each in part, the following courses and distances: North 25°-16'-13" West, twenty-eight and ninety-five hundredths (28.95) feet; North 30°-43'-13" West, seven hundred (700.00) feet; North 05°-17'-58" West, four hundred thirty-nine and eighty-eight hundredths (439.88) feet to the southerly line of Third Street; thence South 85°-22'-46" West, two hundred twenty-nine and thirty-five hundredths (229.35) feet; thence North 31°-20'-03" West, one hundred sixty-nine and thirty-one hundredths (169.31) feet; North 35°-09'-04" West, three hundred forty-five and eleven hundredths (345.11) feet to the southerly line of Fourth Street and westerly line of North Fourth Street; thence along said westerly line of North Fourth Street by the following courses and distances: North 39°-54'-04" West, two hundred eighty-nine (289.00) feet; North 42°-08'-19" West, seventy-one and eighty hundredths (71.80) feet; North 31°-18'-04" West, two hundred one and forty-two hundredths (201.42) feet to other land of Atlantic Richfield Company; thence along said other land of Atlantic Richfield Company South 66°-19'-30" West, one hundred fifteen and twelve hundredths (115.12) feet to the easterly line of Penn. Central Railroad (Metro North); thence along said easterly line of Penn. Central Railroad (Metro North) by the following courses and distances: South 23°-40'-30" East, two hundred forty and forty-three hundredths (240.43) feet; South 66°-25'-23" West, ten (10.00) feet; South 23°-34'-37" East, two hundred forty and seventy-five hundredths (240.75) feet to the beginning of a curve having a radius of 5629.73 feet; thence along the arc of said curve having a radius of 5629.73 feet, six hundred nine and forty-seven hundredths (609.47) feet; South 29°-46'-47" East, one hundred three and forty-five hundredths (103.45) feet; south 31°-04'-47" East, sixty-six and twelve hundredths (66.12) feet; South 29°-46'-47" East, five hundred seventy-eight and fifty hundredths (578 .50) feet; North 60°-13'-13" East, three and four hundredths (3.04) feet; South 27°-36'-47" East, four hundred seventy-four and forty-five hundredths (474.45) feet to land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence North 60°-12'-18" East, along said land now or formerly of Farrel-Connecticut Division an Emhart Unit, three hundred sixty-five and twenty-five hundredths (365.25) feet to said westerly line of North Main Street and point of commencement.

Said parcel contains 16.544 Acres more or less.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" = 80', Sept. 26, 1985", prepared by Clarke and Pearson Associates, Inc.

PARCEL TWO:

Commencing at a point at the terminus of the westerly line of River Road, also known as River Street and Riverside Drive, at the northeasterly corner of land now or formerly of Teledyne; thence along the terminus of River Road and land now or formerly of Farrel Connecticut Division an Emhart Unit by the following courses and distances: North 62°-54'-16" East, one hundred ninety (190.00) feet; South 17°-09'-42" East, one hundred eighty-five and nineteen hundredths (185.19) feet; North 72°-50'-18" East, eighty-three and twelve hundredths (83.12) feet; North 60°-19'-11" East, one hundred fifty-five (155.00) feet; South 53°-28'-26" East, two hundred ninety-six and seventy-two hundredths (296.72) feet to the westerly line of Penn Central Railroad (Metro North); thence along the said westerly line of the said Penn. Central Railroad (Metro North) by the following courses and distances: North 61°-56'-27" East, twenty-nine and eighty-eight hundredths (29.88) feet; North 27°-42'-47" West, six hundred seventy-one and eighty-three

hundredths (671.83) feet; North 19°-31'-27" West, two .hundred sixty-two and seventy-six hundredths (262.76) feet; North 29°-56'-17" West, five hundred thirty-eight and eighty-six hundredths (538.86) feet to the beginning of a curve having a radius of 5747.87 feet; thence northwesterly along the arc of said curve having a radius of 5747.87 feet three hundred seventy-seven and twenty-five hundredths (377.25) feet; North 29°-02'-04" West, one hundred five and eighty-four hundredths (105.84) feet to the beginning of a curve having a radius of 5754.40 feet; thence northwesterly along the arc of said curve having a radius of 5754.40 feet one hundred thirty-nine and sixty hundredths (139.60) feet; North.23°-34'-37" West along land now or formerly of Penn Central Railroad (Metro North), six hundred eight and fifty hundredths (608.50) feet; thence South 60°-13'-13" West, along land now or formerly of Penn Central Railroad (Metro North) one hundred twenty-eight and fifty-eight hundredths (128.58) feet; thence South 65°-34'-45" West along other land of Atlantic Richfield Company, eight hundred and thirty-eight hundredths (800.38) feet; thence South 23°-48'-52" East, one thousand nine hundred eighty-seven and ninety-eight hundredths (1987.98) feet to other land now or formerly of U.I. Co.; thence along said land now or formerly of U. I. Co. by the following courses and distances: North 66°-08'-04" East, thirty-six and fifty-six hundredths (36.56) feet; South 23°-51'-56" East, two hundred ninety (290.00) feet to said land now or formerly of Teledyne; thence North 62°-54'-16" East, four hundred twenty-eight and sixty-nine hundredths (428.69) feet to the said terminus of the westerly line of River Road and point of commencement.

Said parcel 51.957 Acres more or less.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" « 80', September. 26, 1985".

Together with the rights and benefits, subject to the obligations, if any, as contained in the following instruments:

1. Crossing rights, The New York, New Haven and Hartford Railroad to The Ansonia Brass and Copper Company, dated July 9, 1902, recorded in Volume 16, Page 550 of the Ansonia Land Records.

2. Pipe line rights, The Farrel Foundry and Machine Company to The Ansonia Brass and Copper Company, dated June 4, 1906, recorded in Volume 23, Page 113 of the Ansonia Land Records.

3. Right to have a tail race and right of entry as reserved in deed from The Ansonia Land and Water Power Company to Farrell Foundry and Machine Company dated September 25, 1869, recorded in Volume 48, Page 160 of the Ansonia Land Records.

4. Right of entry, flowage and freedom from obstruction-as reserved in deeds from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company, dated August 21, 1871 and January, 1873, recorded in Volume 48, Page 393 and Volume 48, Page 582, respectively, of the Ansonia Land Records. See also Modifications and Partial Releases dated May 24, 1906, recorded in Volume 21, Page 408 of the Ansonia Land Records; dated March 18, 1907, recorded in Volume 23, Page 102 of the Ansonia Land Records; and dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

5. Tail race and water gauge as reserved in deed from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company dated April 24, 1882, recorded in Volume 61, Page 231 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

6. Right of Entry, The Farrel Foundry and Machine Company to Ansonia Land and Water Company dated May 3, 1882, recorded .in Volume 61, Page 247 of the Derby Land Records.

7. Reservations for free flow, of water. as reserved in dead from Ansonia Land and Water Company to The Clemons Foundry and Machine Company dated May 17, 1882, recorded in Volume 61, Page 239 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

8. Option to repurchase as in deed from The Ansonia Land and Water Power Company to The Farrel Foundry & Machine Company dated December 22, 1905, recorded in Volume 21, Page 215 of the Ansonia Land Records. See, however, partial release of that option, The American Brass Company to Farrel-3irmingham Company dated March 14, 1938, recorded in Volume 63, Page 308 of the Ansonia Land Records.

9. Reservations as to passageways, etc., The American Brass Company to The New York, New Haven and Hartford Railroad Company dated July 7, 1921, recorded in Volume 41, Page 547 of the Ansonia Land Records.

10. Grade crossing agreement by and between The New York, New Haven and Hartford Railroad Company and The American Brass Company dated November 14, 1955, recorded in Volume 88, Pace 116 of the Ansonia Land Records. See also, Supplemental Indenture of the same parties dated November 5, 1957, recorded in Volume 96, Page 8 of the Ansonia Land Records.

11. Rights and reversion as contained in a certain quit claim deed from The American Brass Company to the City of Ansonia dated September 30, 1960, recorded in Volume 108, Page 222 of the Ansonia Land Records.

12. A certain deed from Atlantic Richfield Company to American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 298 of the Ansonia Land Records.

13. Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records and also recorded 12/6/85 in the Seymour Land Records.

Parcel 3

All that certain piece or parcel of land located in the Town of Ansonia, County of New Haven, State of Connecticut, more particularly bounded and described as follows:

Commencing at a point in the northerly line of land now or formerly of United Illuminating Co. and the southeast corner of the within described parcel; thence S 65° 54' W 233.44 feet to a point; thence along land now or formerly of William Sloane and along land now or formerly of J. E. Remer, N 32° 00' W 80 feet, more or less; thence along land now or formerly of C. H. Pine N 32° 00' W 110 feet, more or less, and 102 feet, more or less; thence along land now or formerly of W. A. Barnes, along land now or formerly of D. K. Leach and along land now or formerly of G. Peck N 32° 00' W 315 feet, more or less, to a point; thence along land now or formerly of G. Peck 105 feet, more or less, to a point; thence along land now or formerly of P. I. Baldwin and land now or formerly of William Shea N 16° W 30 feet, more or less, and N 8° 30' E 113.52 feet to a point; thence along land now or formerly of J. Shea S 69° 15' E 44.22 feet to a point; thence along land now or formerly of J. Shea and land now or formerly of J. E. Shay N 5° 30' E 178.20 feet to a point; thence along land now or formerly of J. Vartellas and land now or formerly of H. Mudry N 10° W, 20 feet, more or less, and N 16° 27' 40" W 175.06 feet to a point; thence

along land now or formerly of Girard L. and Donald F. Clemons the following courses and distances, N 30° 10' 45" W 926.66 feet; N 10° 10' 00" W 163.68 feet; N 81° 17' E 40 feet; N 0° 58' 30" W 685.43 feet, more or less; and N 37° 17' 30" W 498.30 feet to a point; thence along land now or formerly of the City of Ansonia N 5° 27' W 207.90 feet; thence along land now or formerly of A. W. Beard Const. Corp. N 69° 03' E 370 feet, more or less to a point; thence along land now or formerly of A. W. Beard Const. Corp. and land of State of Connecticut, 1200 feet, more or less, to a point; thence N 57° 37' 50" W 59 feet, more or less, to a point; thence N 12° 36' 30" W 108.85 feet to a point in the Seymour-Ansonia town line; thence in a northeasterly direction, an unspecified distance to a point in the Seymour-Ansonia town line; thence in a northeasterly direction 450 feet, more or less, to a point in land now or formerly of New York, New Haven & Hartford Rail Road Co.; thence along land of said railroad the following courses and distances, a radius of 1470.85, 900 feet, more or less, a radius of 1974.11, 157.92 feet, more or less, S 32° 26' 25" E, 556.10 feet, more or less, S 30° 96' 50" E 463 feet, more or less, S 30° 03' E 870 feet, more or less, to a point; thence S 65° 34' 45" W 800.38 feet; thence S 23° 48' 52" E 1987.98 feet to land now or formerly of United Illuminating Co. and the point and place of beginning.

Together with certain rights created under Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records.

EXCEPTING FROM SAID PARCELS 2 AND 3 , Lot 2 and Lot 3 on that certain map entitled, "WOODLOT SUBDIVISION" prepared for CLARENCE STREET, LLC, 77 CLARENCE STREET BRIDGEPORT, CT 06608-2225 Scale 1" = 100' prepared by Diversified Technologies Corporation, which map is on file in the Ansonia Town Clerk's Office, and as more fully described in a deed from Ansonia Copper & Brass, Inc to Clarence Street, LLC dated July 13, 1998 and recorded in Volume 312 at page 673 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, A certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Valley Contractor and Supply Company, LLC by Quit Claim dated February 8, 2005 and recorded in Volume 416 at page 1188 of the Ansonia Land Records

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Teodosio & Sons Construction Company, L.L.C. by Quit Claim Deed dated November 29, 2005 and recorded in Volume 433 at page 372 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Sheehy & Dillon, Trustees by Quit Claim Deed dated July 27, 2006 and recorded in Volume 446 at page 560 of the Ansonia Land Records.

Received For Record
Nov 29,2007 10:31A
Antoinette C. Spinelli
Town Clerk
Waterbury, CT

00020653

9

Record and Return to:
Madison Title Agency, LLC
National Commercial Dept
1125 Ocean Avenue
Lakewood, NJ 08701
MTA US-041719

LOAN AND CONSIGNMENT AGREEMENT

LOAN AND CONSIGNMENT AGREEMENT, dated as of October 1, 2004, by and among **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with offices at 111 Westminster Street, Providence, Rhode Island 02903 ("**FPM**"), and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation with offices at 200 Glastonbury Blvd., Glastonbury, Connecticut 06033 ("**FCC**") (FPM and FCC may hereinafter be referred to, individually, as a "**Lender**" and, together, as the "**Lenders**"); and **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Company**").

W I T N E S S E T H:

WHEREAS, the Company has requested that the Lenders extend to the Company a three (3) year committed credit facility, including a copper consignment facility, a forward contract facility, two (2) revolving loans, an equipment loan facility and a term loan, which the Lenders are willing to do on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

When used herein, the terms set forth below shall be defined as follows:

1.1. "Advances" means all dollars loaned to the Company under Paragraph 4 hereof.

1.2. "Affiliate" means singly and collectively, any Person (including a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with the Company, and the legal representative, successor or assign of any such Person. For purposes of this definition, (a) a Person shall be deemed to be "controlled by" the Company if the Company possesses, directly or indirectly, power either to (i) vote 5% or more of the securities having ordinary voting power for the election of directors of such Person, or (ii) direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and (b) a Person shall be deemed to be under "common control" with the Company if any Person possesses, directly or indirectly, power either to (i) vote 5% or more of the securities having ordinary voting power for the election of directors of such Person and the Company, or (ii) direct or cause the direction of the management and policies of such Person and the Company whether by contract or otherwise.

1.3. "Authorized Representatives" means all person(s) who are authorized by and on behalf of the Company (a) to transact consignment and purchase and sale transactions with FPM under the Consignment Facility; (b) to request that a consignment under the Consignment Facility be continued as such or converted to a consignment of another Type; (c) to request Advances from FCC under Revolving Loan A and from FPM under Revolving Loan B; (d) to

request that an Advance under the Revolving Loans be continued as such or converted to an Advance of another Type; (e) to enter into Forward Contracts with FPM under the Forward Contract Facility; (f) to request the Term Loan or an Equipment Loan from FCC; and (g) to request that the Term Loan or an Equipment Loan be converted to a loan of another Type.

1.4. "Availability" means the amount of money which the Company is entitled to borrow from time to time under the Revolving Loans and equals the sum of the Revolving Loan A Borrowing Limit plus the Revolving Loan B Borrowing Limit minus the sum of (a) the Revolving Loan A Indebtedness, (b) the Revolving Loan B Indebtedness, and (c) any applicable reserves, including, but not limited to, (i) a reserve for the one time cash taxes payable on the gain from the sale of the Company's copper Inventory to FPM until paid, and (ii) a reserve of Five Hundred Fifty-Five Thousand Dollars ($555,000) which shall be reserved in order to make the initial payment of the redemption price for the stock owned by Primac Ansonia LLC in the Company until such payment is paid.

1.5. "Bank" means Fleet National Bank, a national banking association.

1.6. "Base Metal" means grade A copper as defined by BSEN.

1.7. "Borrowing Formula A" means eighty-five percent (85%) of Eligible Receivables. The foregoing definition of "Borrowing Formula A", including advance formulas, shall remain in effect until amended by FCC in its reasonable credit judgment based upon further examination of the Company's Receivables and the Company's financial condition during the term of the Loan and Consignment Agreement.

1.8. "Borrowing Formula B" means the sum of:

(a) sixty-five per cent (65%) of the value (as determined in accordance with Paragraph 2.2 of this Agreement) of the Base Metal content of Eligible Inventory; plus

(b) fifty per cent (50%) of the value (as determined in accordance with Paragraph 2.2 of this Agreement) of the Nickel content of Eligible Inventory.

The foregoing definition of "Borrowing Formula B", including advance formulas, shall remain in effect until amended by FPM in its reasonable credit judgment based upon further examination of the Company's Inventory and the Company's financial condition during the term of the Loan and Consignment Agreement.

1.9. "Borrowing Formula Certificate" means a certificate by a responsible officer of Company, substantially in the form of Exhibit I (or another form acceptable to the Lenders) setting forth the calculation of Borrowing Formula A and Borrowing Formula B, including a calculation of each component thereof, all in such detail as shall be satisfactory to the Lenders; all calculations of Borrowing Formula A and Borrowing Formula B in connection with the preparation of any Borrowing Formula Certificate shall originally be made by the Company and certified to the Lenders by an Authorized Representative; provided, that the Lenders shall have the right to review and adjust, in the exercise of their reasonable credit judgment, any such

calculation after giving notice thereof to the Company, (i) to reflect their reasonable estimate of declines in value of any of the collateral described therein, and (ii) to the extent that such calculation is not in accordance with the Loan and Agreement.

1.10. "Business Day" means a day on which commercial banks settle payments in (a) London, if the payment obligation is calculated by reference to the LME or the LIBOR Rate, or (b) New York, if the payment obligation is calculated by reference to COMEX and for all other payment obligations; an adjustment will be made if a date would otherwise fall on a day that is not a Business Day so that the date will be the first following day that is a Business Day except as otherwise set forth herein.

1.11. "Capital Expenditures" means any expenditure by the Company for fixed assets, leasehold improvements, capital leases under GAAP, installment purchases of machinery and equipment, acquisitions or real estate and other similar expenditures including construction related expenses, which have a useful life of more than one (1) year, including Capitalized Lease Obligations.

1.12. "Capitalized Lease Obligations" means any Indebtedness represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

1.13. "COMEX" means the Commodity Exchange, part of the New York Mercantile System.

1.14. "Company" means Ansonia Copper & Brass, Inc., a Delaware corporation.

1.15. "Company's Address" means 75 Liberty Street, Ansonia, Connecticut 06401.

1.16. "Consigned Base Metal" means Base Metal which has been consigned to the Company by FPM pursuant to the Consignment Facility.

1.17. "Consignment Facility" means the facility under Paragraph 2 hereof whereby the Company may request consignments of Base Metal.

1.18. "Consignment Facility Indebtedness" means the value (as determined in accordance with Paragraph 2.2 hereof) of Consigned Base Metal (it being understood that all Base Metal consigned to the Company by FPM shall be deemed to be outstanding on consignment until paid for in full).

1.19. "Consignment Limit" means:

(a) the lesser of:

(i) Twelve Million Dollars ($12,000,000) minus the Revolving Loan B Indebtedness; or

(ii) the value (as determined in accordance with Paragraph 2.2 hereof) of Eight Million (8,000,000) pounds of Base Metal; or

(b) such limit as FPM and the Company may agree upon from time to time as evidenced by an amendment in substantially the form of Exhibit F attached hereto and made a part hereof or in such other form as FPM shall require; or

(c) such other limit as FPM may approve in its sole reasonable discretion.

1.20. "Consignment Period" means, with respect to a Fixed Rate Consignment, the period beginning on the Drawdown Date and ending one (1) month, two (2) months, three (3), six (6) months, or nine (9) months after such Drawdown Date (or such other period as FPM and the Company shall agree upon from time to time thereafter, but in no event later than the Maturity Date), as the Company may select in its relevant notice pursuant to Paragraph 2.4 or 2.5; provided, however, that, if such Consignment Period would otherwise end on a day which is not a Business Day, such Consignment Period shall end on the next following Business Day; provided, further, that if such next following Business Day is the first Business Day of a calendar month, such Consignment Period shall end on the next preceding Business Day; and no Consignment Period may end on a date later than the Maturity Date.

1.21. "Consignment Reserve" means an amount equal to fifteen percent (15%) of the Consignment Facility Indebtedness or such other percentage of the Consignment Facility Indebtedness as FPM shall determine in its sole reasonable discretion after review of the quarterly Inventory alloy report provided to the Lenders by the Company pursuant to Paragraph 14.24(c).

1.22. "Conversion Request" means:

(a) with respect to the Consignment Facility, a notice given by an Authorized Representative to FPM of the Company's election to convert or continue a consignment under the Consignment Facility in accordance with Paragraph 2.5 hereof;

(b) with respect to the Revolving Loans, a notice given by an Authorized Representative to the applicable Lender of the Company's election to convert or continue an Advance under either of the Revolving Loans in accordance with Paragraph 7.1 hereof;

(c) with respect to the Term Loan, a notice given by an Authorized Representative to FCC of the Company's election to convert or continue the Term Loan in accordance with Paragraph 7.1 hereof; and

(d) with respect to an Equipment Loan, a notice given by an Authorized Representative to FCC of the Company's election to convert or continue an Equipment Loan in accordance with Paragraph 7.1 hereof.

1.23. "Dominion Account" means a special account established by the Company pursuant to this Agreement at the Bank and over which FCC shall have sole and exclusive access and control for withdrawal purposes.

1.24. "Drawdown Date" means:

(a) with respect to the Consignment Facility, the date on which any consignment under the Consignment Facility is made or is to be made and the date on which any consignment under the Consignment Facility is converted or continued in accordance with Paragraph 2.5 hereof;

(b) with respect to the Revolving Loans, the date on which any Advance under either of the Revolving Loans is made or is to be made and the date on which any Advance under either of the Revolving Loans is converted or continued in accordance with Paragraph 7.1 hereof;

(c) with respect to the Term Loan, the date on which the Term Loan is made and the date on which the Term Loan is converted or continued in accordance with Paragraph 7.1 hereof; and

(d) with respect to an Equipment Loan, the date on which an Equipment Loan is made and the date on which an Equipment Loan is converted or continued in accordance with Paragraph 7.1 hereof.

1.25. "EBITDA" means the Company's earnings (net income according to GAAP) from operations (excluding all extraordinary income) before reduction for interest (including, without limitation, all interest actually paid on any Subordinated Indebtedness), consignment fees, taxes, depreciation and amortization.

1.26. "Eligible Inventory" means Inventory which is owned by the Company and which is acceptable to FPM in its sole discretion and which satisfies all of the following:

(a) the Inventory is either (i) in raw material form, saleable through normal trade channels, or (ii) is finished goods inventory, in first-class condition and is saleable through normal trade channels, or (iii) work-in-process;

(b) the Inventory is located at the Company's Address;

(c) the Inventory is insured to FPM's satisfaction;

(d) the Inventory is owned by the Company and is not subject to any lien or security interest not expressly permitted by this Agreement and is not on consignment to, or from, any person or entity; and

(e) the Inventory is not of a class or type which FPM, in its sole discretion, shall have notified the Company is not to be included in Eligible Inventory.

1.27. "Eligible Receivables" means Receivables owned by the Company and which are satisfactory to FCC in its sole reasonable discretion in all respects and which satisfy all FCC's conditions for Eligible Receivables, including, but not limited to, the conditions hereinafter set forth:

(a) the Receivable is an account which arose in the ordinary course of the business of the Company from or in connection with the performance of services which have, to the best knowledge of the Company, been fully and satisfactorily performed or from the absolute sale of Inventory to which the Company had the sole and complete ownership (subject to the security interests of the Lenders therein permitted hereby) and which has been shipped or delivered to the account debtor as evidenced by shipping or delivery receipts in the possession of FCC or the Company, and excludes all (x) non trade accounts, and (y) outstanding reel deposits in excess of Two Hundred Thousand Dollars ($200,000);

(b) the Receivable is net of all "contra accounts" and unapplied credits; provided, however, Receivables due from account debtors which have toll Inventory in the possession of the Company shall not be deemed to be "contra" accounts for the purpose of this definition Eligible Receivables;

(c) the Receivable (i) is not subject to setoff, unapplied credits, counterclaim, defense, allowance or adjustment other than discounts for prompt payment in accordance with the normal business practices of the Company disclosed to FCC and shown on the invoice, and (ii) is not in dispute, and the account debtor has not made objection or complaint which causes the Company to reasonably believe that payment is uncertain;

(d) the goods, the sale of which gave rise to the Receivable, have not been (i) rejected, (ii) returned, (iii) lost, or (iv) damaged to such an extent that the Company reasonably believes that payment is uncertain;

(e) the Receivable has been due and payable for not more than ninety (90) days past the original invoice date and the terms offered to such account debtors are in accordance with the normal business practices of the Company;

(f) the Receivable is not due from any account debtor as to whom fifty percent (50%) or more of the invoices submitted to such account debtor are or have been outstanding for more than ninety (90) days past the original invoice date;

(g) the Receivable is not due from an Affiliate;

(h) the Receivable is not due from an account debtor located in any state requiring qualification or registration of foreign corporations making sales to customers in such state unless (i) the Company shall have qualified or registered in such state, or (ii) if the Company shall not have qualified or registered in such state, the failure to so qualify or register shall not have a materially adverse effect on the ability of the Company to collect such Receivable;

(i) the Receivable is not due from an account debtor incorporated outside the United States with the following exceptions:

(i) Receivables due from account debtors incorporated outside the United States will be included in Eligible Receivables if the Company has (x) an irrevocable letter of credit in the amount of the Receivable securing payment thereof which is acceptable to FCC in its sole reasonable discretion, or (y) credit insurance for such Receivable which is acceptable to FCC in its sole reasonable discretion;

(ii) up to Six Hundred Thousand Dollars ($600,000) of Receivables due from account debtors incorporated in Canada but outside of Quebec will be included in Eligible Receivables provided the Lenders have perfected their security interest in such Receivables; and

(iii) up to Two Hundred Fifty Thousand Dollars ($250,000) due from Ampco S.A. will be included in Eligible Receivables;

(j) the Receivable does not arise out of a sale by the Company of goods consigned to the Company or delivered to the Company on guaranteed sale contract terms (whether or not compliance has been made with Section 2-326 of the Uniform Commercial Code);

(k) the Receivable does not arise out of a sale made on a "bill and hold" or on a delayed billing basis other than upon terms usual to the current business practices of the Company;

(l) the Receivable is not owed pursuant to a contract with the United States Government or any instrumentality thereof unless compliance has been made with the Federal Assignment of Claims Act;

(m) the Receivable is not evidenced by a promissory note; and

(n) the financial condition of the account debtor is satisfactory to FCC in its reasonable discretion.

1.28. "Equipment Loan Borrowing Limit" means One Million Dollars ($1,000,000).

1.29. "Equipment Loan Indebtedness" means the outstanding principal balance of the Equipment Loan Note.

1.30. "Equipment Loan Note" means the promissory note of the Company payable to the order of FCC in the form of Exhibit D hereto.

1.31. "Equipment Loan" means the equipment loan in the maximum aggregate principal amount of One Million Dollars ($1,000,000) made to the Company by FCC pursuant to Paragraph 6 hereof.

1.32. "Event of Default" means each and every event specified in Paragraph 16.1 of this Agreement.

1.33. "FCC" means Fleet Capital Corporation, a Rhode Island corporation.

1.34. "FPM" means Fleet Precious Metals Inc., a Rhode Island corporation.

1.35. "Financial Statements" means the audited balance sheet of Company as of February 29, 2004 and the audited statements of income and retained earnings of Company for the Fiscal Year ended on such date, accompanied by the report thereon of the independent certified public accountants acceptable to Lenders.

1.36. "Fiscal Year" means, from the date hereof through February 28, 2005, the year ending the last day of February, and, for the period from and after March 1, 2005, the year ending December 31st, provided, however, in the event that the Company does not elect to convert to a subchapter S corporation, the Company and the Lenders agree to amend this Agreement to reflect such fact.

1.37. "Fixed Consignment Fee" means a consignment fee calculated in accordance with the provisions of Paragraph 2.3(d) hereof.

1.38. "Fixed Rate Consignment" means a consignment of Base Metal by FPM to the Company under the Consignment Facility bearing a Fixed Consignment Fee.

1.39. "Floating Consignment Fee" means a consignment fee calculated in accordance with the provisions of Paragraph 2.3(c) hereof.

1.40. "Floating Rate Consignment" means a consignment of Base Metal by FPM to the Company under the Consignment Facility bearing a Floating Consignment Fee.

1.41. "Forward Contract" means the agreement of FPM to sell, and the Company to buy, Base Metal on a forward contract basis and the agreement of the Company to sell, and FPM to buy, Base Metal on a forward contract basis.

1.42. "Forward Contract Facility" means the facility under Paragraph 3 hereof whereby the Company may enter into Forward Contracts.

1.43. "Forward Contract Indebtedness" means, on any given Business Day, the face amount of all outstanding Forward Contracts.

1.44. "Forward Contract Limit" means Five Million Dollars ($5,000,000).

1.45. "Forward Contract Reserve" means an amount equal to twenty percent (20%) of the Forward Contract Indebtedness.

1.46. "GAAP" means generally accepted accounting principles, as consistently applied by the Company in the preparation of its audited financial statements.

1.47. "Guarantor" means Raymond L. McGee.

1.48. "Guaranty Agreement" means that certain Limited Guaranty Agreement of the Guarantor dated on or about the date hereof whereby the Guarantor has guaranteed the payment and performance of the Obligations, the liability of the Guarantor under the Guaranty Agreement being limited, subject to the terms thereof, to the sum of Seven Hundred Fifty Thousand Dollars ($750,000).

1.49. "Indebtedness" means, as to any entity, all items of indebtedness, obligation or liability, whether matured or unmatured, liquidated or unliquidated, direct or contingent, joint or several, including, without limitation:

(a) All indebtedness guaranteed, directly or indirectly, in any manner or endorsed (other than for collection or deposit in the ordinary course of business) or discounted with recourse;

(b) All indebtedness in effect guaranteed, directly or indirectly, through agreements, contingent or otherwise: (i) to purchase such indebtedness; or (ii) to purchase, sell or lease (as lessee or lessor) property, products, materials or supplies or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such indebtedness or to assure the owner of the indebtedness against loss; or (iii) to supply funds to or in any other manner invest in the debtor;

(c) All indebtedness secured by (or for which the holder of such indebtedness has a right, contingent or otherwise, to be secured by) any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance upon property owned or acquired subject thereto, whether or not the liabilities secured thereby have been assumed;

(d) All indebtedness incurred as the lessee of goods or services under leases whether or not, in accordance with GAAP, such leases should be reflected on the lessee's balance sheet;

(e) All indebtedness incurred as the consignee of goods under consignment facilities whether or not, in accordance with GAAP, such consignment facilities should be reflected on the consignee's balance sheet; and

(f) All indebtedness of any partnership or joint venture in which the Company is a general partner or joint venturer.

1.50. "Interest Payment Date" means, with respect to the Revolving Loans, the Term Loan and the Equipment Loan:

(a) in the case of Prime Rate Loans, the first Business Day of each calendar month until such Prime Rate Loan is paid in full; and

(b) in the case of LIBOR Rate Loans, the first Business Day of each calendar month and the last day of the Interest Period with respect thereto.

1.51. "Interest Period" shall mean:

(a) for any Prime Rate Loan, initially, the period commencing on a Drawdown Date and ending on the last day of the calendar month, and, thereafter, the period commencing on the first day of the immediately succeeding calendar month and ending on the last day of such calendar month; and

(b) for any LIBOR Rate Loan, initially, the period commencing on a Drawdown Date and ending on the one (1) month, two (2) months, three (3) months, six (6) months, or nine (9) months after such Drawdown Date (as selected by the Company or such other period as the applicable Lender and the Company shall agree upon from time to time in selecting the corresponding LIBOR Rate, but in no event later than the Maturity Date)); and, thereafter, the period commencing on the first day after the immediately preceding Interest Period and ending one (1) month, two (2) months, three (3) months, six (6) months, or nine (9) months thereafter (or such other period as the applicable Lender and the Company shall agree upon from time to time in selecting the corresponding LIBOR Rate, but in no event later than the Maturity Date);

provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period with respect to a LIBOR Rate Loan would otherwise end on a day that is not a London Banking Day, that Interest Period shall be extended to the next succeeding London Banking Day;

(ii) if any Interest Period with respect to a Prime Rate Loan would end on a day that is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day; and

(iii) no Interest Period shall end later than the Maturity Date.

1.52. "Inventory" means all inventory (as defined in Section 9-102(48) of the Uniform Commercial Code), goods, merchandise and other personal property, wherever located, now owned or hereafter acquired by the Company which are held for sale or lease, or furnished or to be furnished under any contract of service or are raw materials, work in process, supplies or materials used or consumed in the Company's business, and all products thereof, and

substitutions, replacements, additions or accessions thereto, all cash or non-cash proceeds of all of the foregoing including insurance proceeds.

1.53. "Laws" means all applicable ordinances, statutes, rules, regulations, orders, injunctions, writs or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

1.54. "Lenders" means FPM and FCC.

1.55. "Lenders' Address" means:

(a) with respect to FPM, 111 Westminster Street, Providence, Rhode Island 02903, Attn.: Sharon Delfino, Vice President, and

(b) with respect to FCC, at 200 Glastonbury Blvd., Glastonbury, Connecticut 06033, Attention: Edgar Ezerins, Senior Vice President.

1.56. "Letter of Credit Documents" means letter of credit applications and agreements for each Letter of Credit to be issued by the Bank; all in form and substance satisfactory to the Bank in accordance with its usual and customary practice and containing such terms and conditions, and specifying such prices and in such amounts, as may be offered to the Company from time to time by the Bank, in its sole discretion.

1.57. "Letter of Credit Guaranty" means any guaranty pursuant to which FCC or any affiliate of FCC shall guaranty the payment or performance by the Company of its reimbursement obligation under any Letter of Credit.

1.58. "Letter of Credit Indebtedness" means the undrawn face amount of all issued and outstanding Letters of Credit issued by the Bank for the account of the Company under Revolving Loan A.

1.59. "Letter of Credit Limit" means Five Hundred Thousand Dollars ($500,000).

1.60. "Letters of Credit" means letters of credit which shall be issued by the Bank on behalf of FCC for the account of the Company pursuant to this Agreement.

1.61. "LIBOR Lending Office" means the office of the Bank of America N.A. in London, England.

1.62. "LIBOR Rate" means the rate per annum (rounded upward, if necessary, to the nearest 1/32 of one percent) as determined on the basis of the offered rates for deposits in U.S. dollars, for a period of time equal to such Interest Period which appears on the Telerate page 3750 as of 11:00 a.m. London time on the day that is two (2) London Banking Days preceding the first day of such Interest Period; provided, however, if the rate described above does not appear on the Telerate System on any applicable interest determination date, the LIBOR Rate shall be the rate (rounded upwards as described above, if necessary) for deposits in U.S. dollars for a period substantially equal to the Interest Period on the Reuters Page "LIBO" (or such other page as may replace the LIBO Page on that service for the purpose of displaying such rates), as

of 11:00 a.m. (London Time), on the day that is two (2) London Banking Days prior to the beginning of such Interest Period.

If both the Telerate and Reuters system are unavailable, then the LIBOR Rate for that date will be determined on the basis of the offered rates for deposits in U.S. dollars for a period of time equal to the applicable Interest Period which are offered by four major banks in the London interbank market at approximately 11:00 a.m. London time, on the day that is two (2) London Banking Days preceding the first day of such Interest Period, as selected by the applicable Lender. The principal London office of each of the four major London banks will be requested to provide a quotation of its U.S. dollar deposit offered rate. If at least two such quotations are provided, the rate for that date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that date will be determined on the basis of the rates quoted for loans in U.S. dollars to leading European banks for a period of time equal to the applicable Interest Period offered by major banks in New York City at approximately 11:00 a.m., New York City time, on the day that is two (2) London Banking Days preceding the first day of such Interest Period. In the event that the Lenders are unable to obtain any such quotation as provided above, it will be deemed that the LIBOR Rate cannot be determined.

In the event that the Board of Governors of the Federal Reserve System shall impose a Reserve Percentage with respect to LIBOR deposits of the Lenders, then for any period during which such Reserve Percentage shall apply, the LIBOR Rate shall be equal to the amount determined above divided by an amount equal to 1 minus the Reserve Percentage. Each determination of the LIBOR Rate made by the Lenders in accordance with this definition shall be conclusive and binding on the Company and the Lenders, except in the case of manifest error.

1.63. "LIBOR Rate Loan" means:

(a) an Advance under either of the Revolving Loans bearing interest calculated by reference to the LIBOR Rate; and

(b) the Term Loan and the Equipment Loan during the period when they bear interest calculated with reference to the LIBOR Rate.

1.64. "LME" means the London Metal Exchange.

1.65. "London Banking Day" means any day on which commercial banks are open for international business (including dealings in dollar deposits) in London.

1.66. "Master Agreement" means any ISDA Master Agreement of 2002 entered into between the Company and the Bank.

1.67. "Maturity Date" means three (3) years from the date hereof.

1.68. "Nickel" means primary nickel of minimum 99.80% purity with chemical analysis conforming to the current specifications of the American Society of Testing and Materials.

1.69. "Obligations" means any and all Indebtedness, obligations and liabilities of the Company to the Lenders, or any affiliate of the Lenders, of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all indebtedness and obligations arising under this Agreement and under the Revolving Loans, the Consignment Facility, the Forward Contract Facility, the Term Loan and the Equipment Loan extended to the Company under this Agreement; any indebtedness of the Company due under a Master Agreement; all indebtedness, liabilities or obligations owing from the Company to others which the Lenders may have obtained by purchase, negotiation, discount, assignment or otherwise; and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Company or incurred by the Lenders hereunder, or any other document or instrument delivered hereunder or as a supplement hereto.

1.70. "Permitted Liens" means, so long as execution thereon has been stayed:

(a) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business, which either are not yet due or are being contested in good faith by appropriate proceedings, and as to which the Company shall have set aside adequate reserves;

(b) Pledges or deposits made in the ordinary course of business to secure payment of worker's compensation, or to participate in any fund in connection with worker's compensation, unemployment insurance, old-age pensions or other social security programs;

(c) Liens of mechanics, materialmen, warehousemen, carriers, or other like liens, securing obligations incurred in the ordinary course of business that are not yet due and payable;

(d) Good faith pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, not in excess of ten percent (10%) of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business;

(e) Encumbrances consisting of zoning restrictions, easements, or other restrictions on the use of real property, none of which materially impairs the use of such property by the Company in the operation of its business, and none of which is violated in any material respect by existing or proposed structures or land use;

(f) Liens in favor of the Lenders;

(g) Liens in favor of any affiliate of the Lenders which have been approved by the Lenders;

(h) Existing liens set forth or described on Exhibit H attached hereto and made a part hereof; and

(i) Liens permitted by Paragraph 14.9 hereof.

1.71. "Person" means an individual, corporation, partnership, limited liability company, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof.

1.72. "Premises" means all real estate owned, used or leased by the Company.

1.73. "Prime Rate" means the variable per annum rate of interest so designated from time to time by the Bank as its prime rate; the Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer; interest based upon the Prime Rate shall be calculated daily as to the outstanding principal balance on the basis of a 360 day year counting the actual number of days elapsed and shall change on the effective date of each change in the Prime Rate, without notice or demand of any kind.

1.74. "Projections" means the projected income and cash flow statements and balance sheets of Company and notes prepared in connection therewith for the period ending February 28, 2005 which have been supplied to the Lenders by the Company in connection herewith.

1.75. "Prime Rate Loan" means

(a) an Advance under either of the Revolving Loans bearing interest calculated by reference to the Prime Rate; and

(b) the Term Loan and the Equipment Loan during the period when they bear interest calculated with reference to the Prime Rate.

1.76. "Receivables" means all now owned and hereafter acquired, present and future accounts (within the meaning of Section 9-102(2) of the Uniform Commercial Code) of the Company, any other obligations or indebtedness owed to the Company from whatever source arising and all rights of the Company to receive any payments in money or kind; and all records, documents and instruments evidencing or relating to any of the foregoing, all cash and non-cash proceeds of the foregoing.

1.77. "Revolving Loan A" means the facility under Paragraph 4.1 hereof whereby the Company may request Advances and Letters of Credit from FCC.

1.78. "Revolving Loan A Borrowing Limit" means the lesser of:

(a) Eight Million Dollars ($8,000,000) minus the sum of (x) the Consignment Reserve, and (y) the Forward Contract Reserve; and

(b) the Borrowing Formula A minus the sum of (x) the Consignment Reserve, and (y) the Forward Contract Reserve.

1.79. "Revolving Loan A Indebtedness" means the sum of (a) outstanding principal balance of the Advances made by FCC to the Company under Revolving Loan A, plus (b) the Letter of Credit Indebtedness.

1.80. "Revolving Loan A Note" means the promissory note of the Company payable to the order of FCC in the form of Exhibit A hereto, as the same may be amended from time to time.

1.81. "Revolving Loan B" means the facility under Paragraph 4.2 hereof whereby the Company may request Advances from FPM.

1.82. "Revolving Loan B Borrowing Limit" means the lesser of:

(a) Twelve Million Dollars ($12,000,000) minus the Consignment Facility Indebtedness; and

(b) Borrowing Formula B.

1.83. "Revolving Loan B Indebtedness" means the outstanding principal balance of the Advances made by FPM to the Company under Revolving Loan B.

1.84. "Revolving Loan B Note" means the promissory note of the Company payable to the order of FPM in the form of Exhibit B hereto, as the same may be amended from time to time.

1.85. "Revolving Loan Notes" means Revolving Loan A Note and Revolving Loan B.

1.86. "Revolving Loans" means Revolving Loan A and Revolving Loan B.

1.87. "Security Agreement" means the Security Agreement dated the date hereof of the Company in favor of the Lenders which secures the payment and performance of the Obligations.

1.88. "Security Documents" means the Security Agreement, the Guaranty Agreement, any and all UCC financing statements evidencing present or future security interests which are collateral for the Obligations, all subordination agreements, insurance policies on any collateral for the Obligations, all as same may be amended, such agreements and documents being dated on or about the date hereof, and any and all other documents, instruments or agreements now or hereafter securing or providing collateral for the Obligations.

1.89. "Shareholder Tax Distributions" means distributions to shareholders of the Company, with respect to such shareholder's stock, of an amount necessary to pay such shareholder's estimated and actual federal and state income taxes attributable to the inclusion in the

shareholder's taxable income of the shareholder's distributive share of the net taxable income of the Company.

1.90. "Solvent" means, as to any Person, that such Person (a) owns property whose fair saleable value is greater than the amount required to pay all of such Person's Indebtedness (including contingent debts), (b) is able to pay all of its Indebtedness as such Indebtedness matures and (c) has capital sufficient to carry on its business and transactions and all business and transactions in which it is about to engage.

1.91. "Subordinated Indebtedness" means any Indebtedness of the Company which is subordinated in writing to the Obligations on terms satisfactory to the Lenders, including, without limitation, that certain Promissory Note in the original principal amount of One Million Dollars ($1,000,000) of the Company payable to the order of Primac Ansonia, LLC which has been subordinated to the Obligations.

1.92. "Subsidiary" means any corporation of which more than fifty (50%) percent of the outstanding voting securities shall, at the time of determination, be owned by the Company directly or indirectly through one or more Subsidiaries.

1.93. "Term Loan" means the term loan in the original principal amount of One Million Dollars ($1,000,000) made to the Company by FCC pursuant to Paragraph 5 hereof.

1.94. "Term Note" means the promissory note of the Company payable to the order of FCC in the original principal amount of One Million Dollars ($1,000,000) in the form of Exhibit C hereto.

1.95. "Total Credit Facility" means Twenty-Two Million Dollars ($22,000,000).

1.96. "Total Debt Service" means the total of (a) the interest expense of the Company on all interest bearing debt and including, without limitation, all cash interest paid on the Subordinated Indebtedness but excluding any interest accrued on Subordinated Indebtedness, plus (b) all consignment fees plus (c) long term debt due and payable during the period including, without limitation, all principal paid on the Subordinated Indebtedness, plus (e) Capitalized Lease Obligations due and payable during the period.

1.97. "Type" means:

(a) as to any consignment under the Consignment Facility, its nature as a Fixed Rate Consignment or a Floating Rate Consignment; and

(b) as to any Advance under the Revolving Loan or to the Term Loan or the Equipment Loan, its nature as a Prime Rate Loan or a LIBOR Rate Loan.

1.98. "Unfinanced Capital Expenditures" means that portion of Capital Expenditures made by the Company without incurring Equipment Loan Indebtedness or purchase money Indebtedness.

To the extent not defined in this Paragraph 1, unless the context otherwise requires, accounting and financial terms used in this Agreement shall have the meanings attributed to them by GAAP, and all other terms contained in this Agreement shall have the meanings attributed to them by Article 9 of the Uniform Commercial Code in force in the State of Connecticut, as of the date hereof to the extent the same are used or defined therein.

2. CONSIGNMENT FACILITY.

2.1. Commodities to be Consigned; Insurance; Title.

(a) Subject to the terms and conditions herein set forth and provided that no Event of Default has occurred and is then continuing, FPM hereby agrees that it will consign Base Metal to the Company in such amounts as are requested by the Company on any Business Day during the period from the date hereof until the Maturity Date in accordance, and in compliance, with the terms and provisions hereof so long as the Consignment Facility Indebtedness at no time exceeds the Consignment Limit.

(b) FPM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS CONSIGNED OR TO BE SOLD HEREUNDER, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER, AND FPM HEREBY DISCLAIMS ALL SUCH WARRANTIES.

(c) Following the consignment of Consigned Base Metal to the Company, the Company shall insure the Consigned Base Metal to its full value against all risks of loss and shall, as between FPM and the Company, accept all risk of loss until payment therefor by the Company, as hereinafter provided. All such insurance policies shall provide at least thirty (30) days' prior written notice to FPM of any cancellation or alteration thereof. At FPM's request, the Company will furnish FPM with the certificate of an insurance company reasonably satisfactory to FPM and a true and complete copy of all insurance policies evidencing the satisfaction of the Company's insurance obligations hereunder and the inclusion of the Lenders, as an additional insured and loss payee under any applicable policy as its interest may appear; provided, however, that the Lenders shall be under no duty either to ascertain the existence of or to examine any such policy or certificate or to advise the Company in the event such policy shall not comply with the requirements hereof.

(d) Title to Consigned Base Metal shall remain in FPM until such Consigned Base Metal is purchased and withdrawn from consignment by the Company, and Consigned Base Metal shall for the purposes of this Agreement be deemed to be outstanding on consignment until paid for in full by the Company as provided in Paragraph 2.3(f) hereof, whereupon title to such purchased Consigned Base Metal shall pass to the Company. The Company hereby authorizes FPM to file such financing statements and other documents as may be reasonably required by FPM to protect FPM's interests as a consignor and a secured party under the Uniform Commercial Code.

(e) Until such time as title to Consigned Base Metal shall pass to the Company as hereinabove provided, one hundred percent (100%) of all Consigned Base Metal shall at all times be physically located at the Company's Address.

(f) The Company shall pay all license fees, assessments and sales, use, excise, property and other taxes now or hereafter imposed by any governmental body or authority with respect to the possession, use, sale, transfer, consignment, delivery or ownership of the Consigned Base Metal.

(g) FPM shall not be liable for any delay in delivery or for any inability to deliver Base Metal hereunder directly or indirectly resulting from any unavailability or scarcity of Base Metal, foreign or domestic embargoes, seizure, acts of God, insurrections, strikes, war, the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with the production, sale, consignment or delivery of Base Metal hereunder, lack of transportation, fire, flood, explosions or other accidents, events or contingencies beyond FPM's reasonable control.

(h) The Base Metal consigned pursuant to the Consignment Facility and governed by this Agreement shall be such quantity and type of Base Metal as FPM shall confirm to the Company from time to time. Without limiting the generality of the foregoing, Base Metal in the possession or control of the Company, or Base Metal held by a third party for the account of the Company, shall constitute Base Metal consigned pursuant to the Consignment Facility notwithstanding that (i) such Base Metal is in alloyed form or is contained in raw materials, work-in-process, or finished goods, (ii) such Base Metal was delivered to, or credited to the account of, and accepted by the Company, by a third party in exchange for or in consideration of Base Metal delivered by FPM to such third party, (iii) such Base Metal was sold by the Company to FPM and then consigned back to the Company pursuant to this Agreement, or (iv) such Base Metal is demonstrably not the Base Metal physically delivered by FPM.

2.2. Valuation.

For the purpose of this Agreement, the value of Base Metal shall be determined on the basis of the spot close price as set by COMEX on the valuation date, or, if no price is available for such date, then on the basis of said spot close price set by COMEX on the next previous day for which such price was available or on such other basis as shall be agreed upon by FPM and the Company, and the value of Nickel shall be determined on the basis of the LME Official Cash Price on the valuation date, or, if no price is available for such date, then on the basis of the LME Official Cash Price on the next previous day for which such price was available or on such other basis as shall be agreed upon by FPM and the Company. In the event that COMEX or the LME shall discontinue or alter its usual practice of quoting a price for copper or Nickel, as applicable, on any day for which such a price is necessary for the purposes hereof, FPM shall so notify the Company, and FPM and the Company shall mutually agree on a substituted index or mechanism which shall thereupon become the method of valuation hereunder.

2.3. Payments by the Company.

(a) During such time as Base Metal is consigned to the Company hereunder and until the same is withdrawn from consignment and paid for in full by the Company as hereinafter provided, the Company will pay to FPM a fee computed daily on the value of such Consigned Base Metal as hereinafter set forth. Such fee shall be accrued on a daily basis and paid monthly, on the first Business Day of each month.

(b) The Company may elect to pay either a Floating Consignment Fee or, provided that no Event of Default has occurred and is then continuing, a Fixed Consignment Fee with respect to each consignment of Base Metal under the Consignment Facility, subject to the terms and conditions hereinafter set forth. Upon the occurrence and during the continuance of an Event of Default, at the option of FPM, all Fixed Rate Consignments shall convert to Floating Rate Consignments at the end of the applicable Consignment Period.

(c) Each Floating Consignment Fee will be calculated for the period commencing with the Drawdown Date and shall be the rate per annum announced from time to time by FPM or at such other rates as FPM shall specify from time to time upon two (2) days prior written notice in substantially the form of Exhibit G attached hereto and made a part hereof.

(d) Each Fixed Consignment Fee shall be calculated for a certain specific quantity and type of Base Metal consigned to the Company for a certain specific Consignment Period. The quantity and type of Base Metal and the Consignment Period shall be selected by the Company and consented to by FPM. Once the specific quantity and type of Base Metal and the specific Consignment Period have been selected and the Fixed Consignment Fee determined, such selections shall be irrevocable and binding on the Company and shall obligate the Company to accept the consignment requested in the amount and for the Consignment Period specified.

(e) At such time as the Company shall request (i) the consignment and physical delivery of Base Metal under the Consignment Facility (provided that FPM agrees to make such physical delivery), or (ii) the consignment and the book entry transfer of Base Metal under the Consignment Facility for the account of the Company at a third party, the Company shall become obligated to pay to FPM a market premium per pound announced by FPM at the time of such consignment. Such payment is to be made on the first Business Day of each month.

(f) At such time as the Company shall purchase and withdraw Consigned Base Metal from consignment under the Consignment Facility, it shall become obligated to:

(i) pay to FPM (x) a purchase price, agreed upon by FPM and the Company, based upon either (1) the spot COMEX close, if the Company selected COMEX when it requested, or most recently continued, the consignment of Base Metal, and provided that the order for such purchase is placed by the Company prior to 12:30 P.M., New York Time, on any Business Day, or (2) the LME, if the Company selected the LME when it requested, or most recently continued, the consignment of Base Metal, and provided that the order for such purchase is placed by the Company prior to 11:30

A.M., London time, on any Business Day, or (y) such other purchase price as shall be mutually agreed upon by FPM and the Company, provided that the order for such purchase is placed by the Company within the time period required by FPM, or

(ii) deliver to FPM either LME or COMEX warrants, as applicable, at a location designated by FPM, in an amount equal to the Base Metal purchased at a location designated by FPM.

All payments of purchase price for Consigned Base Metal or deliveries of COMEX or LME warrants are to be made within two (2) Business Days, provided, however, title to such Consigned Base Metal shall not pass until the payment of such purchase price. Consigned Base Metal shall be deemed to have been purchased and withdrawn from consignment, and payment of the purchase price shall become due, at the earlier of (i) such time as the Company shall notify FPM, it elects to purchase such Consigned Base Metal, (ii) such time as the Company sells such Consigned Base Metal in the ordinary course of its business, or (iii) the Company otherwise loses possession or control over the Consigned Base Metal for reasons within the Company's reasonable control, including but not limited to knowingly or unknowingly passing on the Consigned Base Metal to a third party.

(g) Subject to the provisions of Paragraph 9 hereof, the Company shall have the right to prepay the Consignment Facility Indebtedness at any time, provided, however, Fixed Rate Consignments may only be repaid, without premium or penalty, on the last day of the applicable Consignment Period.

2.4. Requests for Consignments under the Consignment Facility.

(a) The Company shall give to FPM telephonic or e-mail notice (confirmed in writing by FPM) of each request for a consignment of Base Metal. Each such notice shall be irrevocable and binding on the Company and shall obligate the Company to accept the consignment requested.

(b) Requests for any Floating Rate Consignments shall be furnished to FPM no later than (i) 12:00 noon (Providence time) one (1) Business Day prior to the proposed Drawdown Date, if priced based upon the LME, (ii) 12:00 noon (Providence time) on the same day as the proposed Drawdown Date, if priced based upon COMEX, or (iii) such other time as agreed to by FPM. Each such notice shall specify (i) the amount and type of Base Metal requested, (ii) the proposed Drawdown Date, and (iii) whether it will be priced based on the LME or COMEX.

(c) Requests for any Fixed Rate Consignments shall be furnished to FPM by 12:30 p.m. (New York time) two (2) Business Days prior to the proposed Drawdown Date, if Consigned Base Metal is being valued on the Spot COMEX close, or 11:30 a.m (London time) two (2) Business Days prior to the proposed Drawdown Date, if Consigned Base Metal is being valued based on the LME, or such other period as FPM shall require depending on how the Consigned Base Metal is being valued for purposes of determining the Fixed Consignment Fee. Each such notice shall specify (i) the amount and type of Base Metal requested, (ii) the proposed

Drawdown Date of such consignment, (iii) the Consignment Period for such consignment, and (iv) whether it will be priced based on the LME or COMEX.

(d) Requests for, and repayments of, Floating Rate Consignments and Fixed Rate Consignments shall be for not less than Twenty-Five Thousand (25,000) pounds or integral multiples of Twenty-Five Thousand (25,000) pounds in excess thereof, or as otherwise agreed to by the Company and FPM.

2.5. Conversion Options.

(a) The Company may elect from time to time to convert an outstanding Floating Rate Consignment to a Fixed Rate Consignment and to convert an outstanding Fixed Rate Consignment to a Floating Rate Consignment, provided that (i) with respect to any such conversion of a Fixed Rate Consignment into a Floating Rate Consignment, such conversion shall only be made on the last day of the Consignment Period with respect thereto; (ii) with respect to any such conversion of a Floating Rate Consignment to a Fixed Rate Consignment, the Company shall give FPM at least two (2) London Banking Days' prior written notice of the day on which such election is effective; and (iii) no consignment may be converted into a Fixed Rate Consignment when FPM has declared the existence of an Event of Default hereunder. The Company shall give to FPM telephonic or e-mail notice (confirmed in writing by FPM) of its decision to convert an outstanding consignment. All or any part of outstanding consignments under the Consignment Facility may be converted as provided herein. Each such request shall be irrevocable by the Company.

(b) Fixed Rate Consignments may be continued as such upon the expiration of a Consignment Period with respect thereto by giving to FPM telephonic or e-mail notice (confirmed in writing by FPM) of the Company's decision to continue an outstanding consignment as such at least two (2) London Banking Days' prior to the day on which such election is effective; provided that no Fixed Rate Consignment may be continued as such when FPM has declared the existence of an Event of Default hereunder, but shall be automatically converted to a Floating Rate Consignment on the last day of the first Consignment Period relating thereto ending during the continuance of such Event of Default. In the event that the Company does not notify FPM of its election hereunder with respect to any consignment, such consignment shall be automatically converted to a Floating Rate Consignment at the end of the applicable Consignment Period.

2.6. Inability to Determine Fixed Consignment Fee.

In the event, prior to the commencement of any Consignment Period relating to any Fixed Rate Consignment, FPM shall determine in good faith that adequate and reasonable methods do not exist for ascertaining the Fixed Rate Consignment that would otherwise determine the Fixed Consignment Fee during any Consignment Period, FPM shall forthwith give notice of such determination (which shall be conclusive and binding on the Company) to the Company. In such event, (a) any request for a Fixed Rate Consignment shall be automatically withdrawn and shall be deemed a request for a Floating Rate Consignment; (b) each Fixed Rate Consignment will automatically, on the last day of the then current Consignment Period thereof, become a Floating Rate Consignment; and (c) the obligations of FPM to make Fixed Rate

Consignments shall be suspended until FPM determines that the circumstances giving rise to such suspension no longer exist, whereupon FPM shall so notify the Company.

2.7. Illegality.

Notwithstanding any other provisions herein, if any present or future law, regulation, treaty or directive or in the reasonable interpretation or application thereof shall make it unlawful for FPM to make or maintain Fixed Rate Consignments, FPM shall forthwith give notice of such circumstances to the Company and thereupon (a) the agreement of FPM to make Fixed Rate Consignments shall forthwith be suspended, and (b) the Fixed Rate Consignments then outstanding shall be converted automatically to Floating Rate Consignments on the last day of each Consignment Period applicable to such Fixed Rate Consignments or within such earlier period as may be required by law. The Company shall promptly pay FPM, any additional amounts necessary to compensate FPM for any costs incurred by FPM in making any conversion in accordance with this Paragraph, including any interest or fees payable by FPM to lenders of funds obtained by it in order to make or maintain its Fixed Rate Consignments hereunder.

2.8. Indemnity.

The Company shall indemnify FPM and hold FPM harmless from and against any loss, cost or expense that FPM has sustained or incurred as a consequence of (a) default by the Company in payment of any Fixed Rate Consignments as and when due and payable (including, without limitation, as a result of prepayment or late payment of the purchase price for the Consigned Base Metal or the acceleration of the Consignment Facility Indebtedness pursuant to the terms of this Agreement), which expenses shall include any such loss or expense arising from interest or fees payable by FPM to lenders of funds obtained by it in order to maintain its Fixed Rate Consignments; (b) default by the Company in taking a consignment or conversion after the Company had given (or is deemed to have given) its request therefor; and (c) the purchase of Consigned Base Metal bearing a Fixed Rate Consignment or the making of any conversion of any such consignment to a Floating Rate Consignment on a day that is not the last day of the applicable Consignment Period with respect thereto, including interest or fees payable by FPM to lenders of funds obtained by it in order to maintain any such consignments.

2.9. Facility Fee.

The Company shall pay FPM a facility fee in an amount equal to .25% of the average daily unused portion of the Consignment Limit, payable in arrears on a monthly basis. Such fee shall be computed on the basis of a year of 360 days, counting the actual number of days elapsed and shall be payable on the first Business Day of each calendar month and upon payment in full of the Consignment Facility. The daily unused portion of the Consignment Limit shall mean the amount by which the Consignment Facility Indebtedness is less than the Consignment Limit, calculated on a daily basis.

2.10. Maintenance of Consignment Limit.

If the Consignment Facility Indebtedness any time exceeds the Consignment Limit, the Company will promptly, without further notice or demand by FPM, either (a) make payment to FPM, as provided in Paragraph 2.3(f) hereof, for Consigned Base Metal having an aggregate value

sufficient to result in Consignment Facility Indebtedness being not more than the Consignment Limit, or (b) deliver to FPM either LME or COMEX warrants in an amount to achieve the result referred to in the preceding clause (a) at a location designated by FPM.

2.11. True Consignment; Grant of Security Interest.

(a) The parties hereto intend that this Agreement shall provide for a true consignment and that all transactions hereunder shall constitute true consignments of the Consigned Base Metal.

(b) To secure the prompt and punctual payment and performance of all indebtedness, obligations and liabilities of the Company to FPM under the Consignment Facility, whether now existing or hereafter incurred, the Company hereby grants to FPM a continuing security interest in (i) the Consigned Base Metal from time to time delivered hereunder by FPM to the Company, whether now existing or hereafter arising, and (ii) all proceeds of the foregoing. Nothing contained in the foregoing grant is intended to conflict with the true consignment nature of this Agreement.

2.12. Termination; Return of Consigned Base Metal.

(a) The Consignment Facility shall terminate on the Maturity Date and FPM's obligation to consign Base Metal shall terminate on the Maturity Date. ALL SUMS OUTSTANDING UNDER THE CONSIGNMENT FACILITY WILL BE DUE AND PAYABLE UPON THE EARLIER OF (I) THE OCCURRENCE OF AN EVENT OF DEFAULT AND ACCELERATION OF THE OBLIGATIONS BY THE LENDERS, OR (II) THE MATURITY DATE. Upon termination of the Consignment Facility, FPM may credit any amounts then held by it to reduce the amount of the Consignment Facility Indebtedness. Termination of the Consignment Facility shall not affect the Company's duty to pay and perform its obligations to FPM under the Consignment Facility in full. Notwithstanding termination, until all Obligations have been fully satisfied, the Lenders shall retain the security granted under the Security Documents and, except for those specific covenants and conditions dealing with the consigning of Base Metal, all terms and conditions of this Agreement shall remain in full force and effect.

(b) Upon termination of this Agreement for any reason the Company shall within twenty-four (24) hours following such effective date of termination (i) pay to FPM (x) a purchase price computed in accordance with Paragraph 2.3(f) hereof, plus any applicable premium, or (y) such other purchase price as shall be mutually agreed upon by FPM and the Company; or (ii) deliver COMEX or LME warrants to FPM in an amount equal to the Consignment Facility Indebtedness at a location designated by FPM.

3. FORWARD CONTRACT FACILITY.

3.1. Forward Contracts

Subject to the terms and conditions herein set forth and provided that no Event of Default has occurred and is then continuing, FPM agrees that it will enter into Forward Contracts with the Company from time to time in form and substance, and on terms, satisfactory to FPM, so long as at no time shall the Forward Contract Indebtedness exceed the Forward Contract Limit. Unless otherwise agreed by FPM, no Forward Contract shall have a maturity in excess of six (6) months or later than the Maturity Date. All Base Metal subject to a Forward Contract shall remain in the sole possession and control of FPM until FPM has received payment in full of the purchase price of such Base Metal and all interest charges in respect thereof.

3.2. Liquidation Costs.

If an Event of Default has occurred and is continuing or upon the termination of this Agreement for any reason, FPM shall be entitled to close-out and liquidate all, but not less than all, outstanding Forward Contracts (except to the extent that in the good faith opinion of FPM certain of such Forward Contracts may not be closed-out and liquidated under applicable law), by notice to the Company (the date such notice is effective, the "Close-Out Date"). Where such close-out and liquidation is to be effected, it shall be effected by closing out each outstanding Forward Contract (including any such Forward Contract which has not been performed and in respect of which the performance date is on or precedes the Close-Out Date) so that each such Forward Contract is canceled, and FPM shall calculate in good faith and in a commercially reasonable manner the aggregate termination amounts required to be paid by the Company or FPM, as the case may be, to the other party.

3.3. Possessory Security Interest

The Obligations shall be secured by a possessory security interest in all Base Metal which is at any time, now or hereafter, the subject of any and all Forward Contracts to the extent such Base Metal has not been paid for in full and to the extent such Base Metal is in the possession of FPM.

3.4. Termination of Forward Contract Facility.

(a) The Forward Contract Facility shall terminate on the Maturity Date and FPM's obligations to enter into Forward Contracts shall terminate on the Maturity Date. ALL SUMS OUTSTANDING UNDER THIS FORWARD CONTRACT FACILITY WILL BE DUE AND PAYABLE UPON THE EARLIER OF (I) THE OCCURRENCE OF AN EVENT OF DEFAULT AND ACCELERATION OF THE OBLIGATIONS BY THE LENDERS, OR (II) THE MATURITY DATE. Upon termination of the Forward Contract Facility, FPM may credit any amounts then held by it to reduce the amount of such indebtedness in accordance herewith. Notwithstanding termination, until all Obligations have been fully satisfied, except for those specific covenants and conditions dealing with entering into Forward Contracts, all terms and conditions of this Agreement shall remain in full force and effect.

(b) Upon termination of this Agreement for any reason the Company shall within twenty-four (24) hours following such effective date of termination pay to FPM all amounts due under outstanding Forward Contracts, including all liquidation costs calculated in accordance with Paragraph 3.2.

4. REVOLVING LOANS.

4.1. Revolving Loan A.

(a) Subject to the terms and conditions herein set forth and provided that no Event of Default has occurred and is then continuing, FCC hereby agrees that it will make Advances to the Company from time to time as are requested by the Company in the manner set forth herein, so long as the Revolving Loan A Indebtedness does not at any time exceed the Revolving Loan A Borrowing Limit. From the date hereof until the termination of Revolving Loan A in accordance with the terms hereof, and within the Revolving Loan A Borrowing Limit, the Company may borrow, repay and reborrow under this Paragraph 4.1. FCC shall have the right to establish reserves in such amounts, and with respect to such matters, as FCC shall deem necessary or appropriate, in its reasonable judgment, against the amount of Revolving Loan A which the Company may otherwise request under this 4.1(a), including, without limitation, with respect to (i) price adjustments, damages, unearned discounts, returned products or other matters for which credit memoranda are issued in the ordinary course of the Company's business; (ii) other sums chargeable against the Company's loan account as an Advance under Revolving Loan A under any section of this Agreement; (iii) amounts owing by the Company to any Person to the extent secured by a lien on, or trust over, any property of the Company; (iv) the one time cash taxes payable on the gain from the sale of the Company's copper Inventory to FPM until paid, (v) a one time reserve of Five Hundred Fifty-Five Thousand Dollars ($555,000) which shall be reserved in order to make the initial payment of the redemption price for the stock owned by Primac Ansonia, LLC in the Company until such payment is paid, and (vi) such other matters, events, conditions or contingencies as to which FCC, in its sole reasonable credit judgment, determines reserves should be established from time to time hereunder.

(b) Subject to the terms and conditions herein set forth and provided that no Event of Default has occurred and is then continuing, FCC agrees to (i) cause Letters of Credit to be issued by the Bank for the account of Company, and (ii) execute Letter of Credit Guaranties by which FCC shall guaranty the payment or performance by Company of its reimbursement obligations with respect to Letters of Credit, provided that at no time shall (x) the Letter of Credit Indebtedness exceed the Letter of Credit Limit, or (y) the Revolving Loan A Indebtedness exceed the Revolving Loan A Borrowing Limit. Any amounts paid by FCC under any Letter of Credit Guaranty or in connection with any Letter of Credit shall be treated as Advances under Revolving Loan A and shall bear interest in accordance with the terms hereof. Unless otherwise agreed by FCC, no Letter of Credit shall have a maturity in excess of six (6) months or later than the Maturity Date.

4.2. Revolving Loan B.

(a) Subject to the terms and conditions herein set forth and provided that no Event of Default has occurred and is then continuing, FPM hereby agrees that it will make Advances to the Company from time to time as are requested by the Company in the manner set forth herein, so long as the Revolving Loan B Indebtedness does not at any time exceed the Revolving Loan B Borrowing Limit. From the date hereof until the termination of Revolving Loan B in accordance with the terms hereof, and within the Revolving Loan B Borrowing Limit, the Company may borrow, repay and reborrow under this Paragraph 4.2.

4.3. Revolving Loan Notes.

The Revolving Loans will be evidenced by the Revolving Notes of the Company in the forms attached hereto as Exhibit A and B, the terms of which are incorporated into and made a part of this Agreement.

4.4. Interest.

(a) Each Advance under the Revolving Loans shall bear interest, at the option of the Company and subject to the terms and conditions hereinafter set forth, at an interest rate based on either the Prime Rate or the LIBOR Rate.

(b) Each Prime Rate Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of the Interest Period with respect thereto at the rate per annum equal to the Prime Rate plus one quarter of one quarter of one (.25%) per cent.

(c) Each LIBOR Rate Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of the Interest Period with respect thereto at the rate per annum equal to two and one-quarter (2.25%) per annum plus the LIBOR Rate determined for such Interest Period.

(d) The Company shall pay interest on the Revolving Loans, in arrears, on each Interest Payment Date.

(e) There shall be no more than five (5) LIBOR Rate Loans, in the aggregate, outstanding under the Revolving Loans at any time.

(f) Subject to the provisions of Paragraph 9 hereof, the Company shall have the right to prepay the Revolving Loan A Indebtedness and the Revolving Loan B Indebtedness at any time with premium or penalty, provided, however, LIBOR Rate Loans may only be repaid, without penalty or premium, on the last day of the applicable Interest Period.

4.5. Letter of Credit Fees

(a) The Company shall pay to FCC, for standby Letters of Credit and Letter of Credit Guaranties of standby Letters of Credit, two and one-quarter percent (2.25%) per annum

of the aggregate face amount of such Letters of Credit and Letter of Credit Guaranties outstanding from time to time during the term of this Agreement, plus all normal and customary charges associated with the issuance thereof, which fees and charges shall be deemed fully earned upon issuance of each such Letter of Credit or Letter of Credit Guaranty, shall be due and payable on the first Business Day of each month and shall not be subject to rebate or proration upon the termination of this Agreement for any reason.

(b) The Company shall pay FCC, for documentary Letters of Credit and Letter of Credit Guaranties of documentary Letters of Credit, a fee equal to .125% per annum of the face amount of each such Letter of Credit or Letter of Credit Guaranty, payable upon the issuance of such Letter of Credit or execution of such Letter of Credit Guaranty and an additional fee equal to .125% per annum of the face amount of such Letter of Credit or Letter of Credit Guaranty payable upon each renewal thereof and each extension thereof plus the normal and customary charges associated with the issuance and administration of each such Letter of Credit or Letter of Credit Guaranty (which fees and charges shall be fully earned upon issuance, renewal or extension (as the case may be) of each such Letter of Credit or Letter of Credit Guaranty, shall be due and payable on the first Business Day of each month, and shall not be subject to rebate or proration upon the termination of this Agreement for any reason).

4.6. Requests for Advances under the Revolving Loans.

(a) The Company shall give to the applicable Lender telephonic or e-mail notice or notice sent by telecopier (confirmed in writing by such Lender) of each Advance under the Revolving Loans requested hereunder. Each such notice shall be irrevocable and binding on the Company and shall obligate the Company to accept the Advance requested from such Lender on the proposed Drawdown Date.

(b) Requests for Prime Rate Advances shall be furnished to the applicable Lender no later than 12:00 noon (Providence time) on the same Business Day of the proposed Drawdown Date. Each such notice shall specify (i) the principal amount of the Advance requested, (ii) the proposed Drawdown Date of such Advance, and (iii) whether such Advance will be a Prime Rate Advance or a LIBOR Rate Advance.

(c) Requests for any LIBOR Rate Advances shall be furnished to the applicable Lender by 12:00 noon (Providence time) three (3) London Banking Days prior to the proposed Drawdown Date. Each such notice shall specify (i) the principal amount of the Advance requested, (ii) the proposed Drawdown Date of such Advance, (iii) the Interest Period for such Advance, and (iv) whether such Advance will be a Prime Rate Advance or a LIBOR Rate Advance.

(d) LIBOR Rate Advances shall be in the principal amount of not less than Five Hundred Thousand Dollars ($500,000), and in integral multiples of One Hundred Thousand Dollars ($100,000).

4.7. Use of Proceeds.

The proceeds of Advances under the Revolving Loans will be used (a) to refinance existing indebtedness with GECC; (b) for working capital purposes; and (c) and to redeem the stock of Primac Ansonia, LLC in the Company.

4.8. Loan Account.

The Company will open and maintain an account with the Bank. Advances under the Revolving Loans will be made by the Lenders to the Company by crediting such Advance to the Company's account made by an Authorized Representative of the Company. The Company hereby authorizes the Lenders to charge or debit at any time and from time to time any demand deposit account maintained by the Company with the Bank in order to pay sums properly payable hereunder. The Bank shall be entitled to rely upon this authorization.

4.9. Facility Fee.

The Company shall pay FCC a facility fee in an amount equal to .25% of the average daily unused portion of the Revolving Loan A Borrowing Limit, payable in arrears on a monthly basis. Such fee shall be computed on the basis of a year of 360 days, counting the actual number of days elapsed and shall be payable on the first Business Day of each calendar month and upon payment in full of the Revolving Loan A Note. The daily unused portion of the Revolving Loan A Borrowing Limit shall mean the amount by which the Revolving Loan A Indebtedness is less than the Revolving Loan A Borrowing Limit, calculated on a daily basis.

4.10. Excess Borrowings.

(a) If at any time the Revolving Loan A Indebtedness shall exceed the Revolving Loan A Borrowing Limit, the Company shall immediately pay cash to FCC to be credited to Revolving Loan A in such amount as shall be necessary to reduce the Revolving Loan Indebtedness to the Revolving Loan A Borrowing Limit.

(b) If at any time the Revolving Loan B Indebtedness shall exceed the Revolving Loan B Borrowing Limit, the Company shall immediately pay cash to FPM to be credited to Revolving Loan B in such amount as shall be necessary to reduce the Revolving Loan Indebtedness to the Revolving Loan B Borrowing Limit.

4.11. Termination of Revolving Loan.

The Revolving Loans shall terminate on the Maturity Date. The Lenders' obligation to make Advances and/or cause Letters of Credit to be issued shall terminate on the Maturity Date. ALL SUMS OUTSTANDING UNDER SAID REVOLVING LOANS WILL BE DUE AND PAYABLE UPON THE EARLIER OF (A) THE OCCURRENCE OF AN EVENT OF DEFAULT AND ACCELERATION OF THE OBLIGATIONS BY THE LENDERS, OR (B) THE MATURITY DATE. Upon termination of the Revolving Loan, the Lenders may credit any amounts then held by them to reduce the amount of the Revolving Loan A Indebtedness and the Revolving Loan B Indebtedness. Notwithstanding termination, until all Obligations have been

fully satisfied, the Lenders shall retain the security granted under the Security Documents, and, except for those specific covenants and conditions dealing with the making of Advances, and the issuance of Letters of Credit, all terms and conditions of this Agreement shall remain in full force and effect.

5. TERM LOAN.

5.1. Term Loan.

Subject to the terms and conditions of this Agreement, FCC agrees to extend the Term Loan to the Company in the original principal sum of One Million Dollars ($1,000,000). The obligation of the Company to repay the Term Loan shall be evidenced by the Term Note in the form of Exhibit C hereto, the terms of which are incorporated into and made a part of this Agreement.

5.2. Principal

The Company shall pay the principal balance of the Term Note in thirty-five (35) equal consecutive installments of principal in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) commencing on the first Business Day of November, 2004 and continuing on the first Business Day of each month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on the Maturity Date.

5.3. Interest.

(a) The Term Loan shall bear interest, at the option of the Company and subject to the terms and conditions hereinafter set forth, at an interest rate based on either the Prime Rate or the LIBOR Rate.

(b) Each Prime Rate Loan under the Term Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of the Interest Period with respect thereto at the rate per annum equal to one-half of one percent (.5%) in excess of the Prime Rate.

(c) Each LIBOR Rate Loan under the Term Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of the Interest Period with respect thereto at the rate per annum equal to two and one-half percent (2.5%) per annum plus the LIBOR Rate determined for such Interest Period.

(d) The Company shall pay interest on the Term Loan, in arrears, on each Interest Payment Date with respect thereto.

(e) The entire principal amount of the Term Loan shall accrue interest based on either the LIBOR Rate or the Prime Rate.

(f) Subject to the provisions of Paragraph 9 hereof, the Company shall have the right to prepay the Term Loan at any time with premium or penalty, provided, however, LIBOR Rate Loans may only be repaid, without penalty or premium, on the last day of the applicable Interest Period.

5.4. Use of Proceeds.

The proceeds of the Term Loan will be used to refinance existing indebtedness of the Company with GECC.

6. EQUIPMENT LOAN.

6.1. Equipment Loan.

(a) Subject to the terms and conditions herein set forth and provided that no Event of Default has occurred and is then continuing, FCC agrees to make Equipment Loans to the Company from time to time as are requested by the Company in the manner set forth herein, so long as the Equipment Loan Indebtedness does not at any time exceed the Equipment Loan Borrowing Limit. Once principal is repaid, the Company shall not be entitled to reborrow any principal amount of the Equipment Loan. The obligation of the Company to repay the Equipment Loan shall be evidenced by the Equipment Loan Note in the form of Exhibit D hereto, the terms of which are incorporated into and made a part of this Agreement. Each Equipment Loan shall be in the original principal amount to not more than eighty percent (80%) of the invoiced hard cost of the Capital Expenditure being made with such Equipment Loan and which is acceptable to FCC in its sole discretion. For the purposes hereof, the invoiced hard cost of any Capital Expenditure shall exclude any installations fees, delivery charges, taxes or similar fees and charges.

(b) Requests for Equipment Loans may be made not more frequently than three (3) times in any twelve (12) month period, shall be in the principal amount of not less than One Hundred Thousand Dollars ($100,000), and shall not exceed Four Hundred Thousand Dollars ($400,000) in the aggregate in any twelve (12) month period.

6.2. Principal

The outstanding principal balance of the Equipment Loan Note shall be payable as follows:

(a) all principal amounts advanced under the Equipment Loan in the first twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first day Business Day of the month which is one (1) year after the date of the Equipment Note and continuing on the first day of Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on the Maturity Date;

(b) all principal amounts advanced under the Equipment Loan in the second twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly

installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is two (2) years after the date of the Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on the Maturity Date; and

(c) all principal amounts advanced under the Equipment Loan in the third twelve (12) month period of the Equipment Loan shall be payable on the Maturity Date.

6.3. Interest.

(a) The Equipment Loan shall bear interest, at the option of the Company and subject to the terms and conditions hereinafter set forth, at an interest rate based on either the Prime Rate or the LIBOR Rate.

(b) Each Prime Rate Loan under an Equipment Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of the Interest Period with respect thereto at the rate per annum equal to one-half of one percent (.50%) in excess of the Prime Rate.

(c) Each LIBOR Rate Loan under an Equipment Loan shall bear interest for the period commencing with the Drawdown Date thereof and ending on the last day of the Interest Period with respect thereto at the rate per annum equal to two and one-half percent (2.50%) per annum plus the LIBOR Rate determined for such Interest Period.

(d) The Company shall pay interest on the Equipment Loan, in arrears, on each Interest Payment Date with respect thereto.

(e) The entire principal amount of the Equipment Loan shall accrue interest based on either the LIBOR Rate or the Prime Rate.

(f) Subject to the provisions of Paragraph 9 hereof, the Company shall have the right to prepay the Equipment Loan at any time with premium or penalty, provided, however, LIBOR Rate Loans may only be repaid, without penalty or premium, on the last day of the applicable Interest Period.

6.4. Use of Proceeds.

The proceeds of the Equipment Loans will be used to enable the Company to make Capital Expenditures for use in its business.

7. GENERAL PROVISIONS REGARDING ADVANCES UNDER REVOLVING LOANS, TERM LOAN, AND EQUIPMENT LOAN.

7.1. Conversion Options

(a) The Company may elect from time to time to convert any outstanding Advance to an Advance of another Type or to convert the Term Loan or the Equipment Loan to another Type, provided that (i) with respect to any such conversion of a LIBOR Rate Loan into another Type, such conversion shall only be made on the last day of the Interest Period with respect thereto; (ii) with respect to any such conversion of a Prime Rate Loan to a LIBOR Rate Loan, the Company shall give the applicable Lender at least three (3) London Banking Days' prior written notice of the day on which such election is effective; and (iii) no Advance or Term Loan or Equipment Loan may be converted into a LIBOR Rate Loan when the Lenders have declared the existence of an Event of Default hereunder. The Company shall give to the applicable Lender telephonic or e-mail notice (confirmed in writing by such Lender) of its decision to convert an outstanding Advance to an Advance of another Type. All or any part of outstanding Advances of any Type may be converted as provided herein. Each Conversion Request shall be irrevocable by the Company.

(b) All Fixed Rate Loans may be continued as such upon the expiration of an Interest Period with respect thereto by giving to the applicable Lender telephonic or e-mail notice (confirmed in writing by such Lender) of the Company's decision to continue an outstanding Advance, Term Loan or Equipment Loan as such; provided, however, at the option of the Lenders, no LIBOR Rate Loan may be continued as such when the Lenders have declared the existence of an Event of Default hereunder, but shall, at the option of the Lenders, be converted to a Prime Rate Loan on the last day of the first Interest Period relating thereto. All Prime Rate Loans will be continued as Prime Rate Loans unless the applicable Lender receives telephonic or e-mail notice (confirmed in writing by such Lender) from the Company of its intention to convert such loan to a Fixed Rate Loan in accordance with Paragraph 7.1(a) hereof.

(c) In the event that the Company does not notify the applicable Lender of its election hereunder with respect to any Advance, Term Loan or Equipment Loan, such Advance, Term Loan or Equipment Loan, as applicable, shall be automatically converted to a Prime Rate Loan at the end of the applicable Interest Period.

(d) Upon the occurrence and during the continuance of an Event of Default, (i) the agreement of the Lenders to make LIBOR Rate Loans shall forthwith be suspended, and (ii) the LIBOR Rate Loans then outstanding may be converted to Prime Rate Loans on the last day of each Interest Period applicable to such LIBOR Rate Loans or within such earlier period as may be required by the Lenders. In the event that the Lenders have accelerated the Obligations, the Company shall promptly pay the applicable Lender any additional amounts necessary to compensate the applicable Lender for any costs incurred by the applicable Lender in making any conversion in accordance with this Paragraph, including any interest or fees payable by the applicable Lender to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder.

7.2. Optional Repayments of Advances

Subject to the provisions of Paragraph 9 hereof, the Company shall have the right, at its election, to repay the outstanding amount of the Advances, as a whole or in part, at any time without penalty or premium; provided that the full or partial prepayment of the outstanding amount of any LIBOR Rate Loans pursuant to this Paragraph may be made only on the last day of the Interest Period relating thereto. The Company shall give the applicable Lender, no later than 10:00 a.m., Providence time, at least three (3) London Banking Days' notice of any proposed repayment of a LIBOR Rate Loan pursuant to this Paragraph, specifying the proposed date of payment and the principal amount to be paid. Each such partial prepayment shall be accompanied by the payment of accrued interest on the principal repaid to the date of payment. In the event that the Company does not notify the applicable Lender at the time of a repayment under this Paragraph whether it intends to repay a Prime Rate Loan or a LIBOR Rate Loan, it shall be deemed that it is repaying a Prime Rate Loan.

7.3. Inability to Determine LIBOR Rate

In the event, prior to the commencement of any Interest Period relating to any LIBOR Rate Loan, the Lenders shall determine that adequate and reasonable methods do not exist for ascertaining the LIBOR Rate that would otherwise determine the rate of interest to be applicable to any LIBOR Rate Loan during any Interest Period, the Lenders shall forthwith give notice of such determination (which shall be conclusive and binding on the Company) to the Company. In such event, (a) any request for a LIBOR Rate Loan shall be automatically withdrawn and shall be deemed a request for a Prime Rate Loan, (b) each LIBOR Rate Loan will automatically, on the last day of the then current Interest Period thereof, become a Prime Rate Loan, and (c) the obligations of the Lenders to make LIBOR Rate Loans shall be suspended until the Lenders determine that the circumstances giving rise to such suspension no longer exist, whereupon the Lenders shall so notify the Company.

7.4. Illegality

Notwithstanding any other provisions herein, if any present or future law, regulation, treaty or directive or in the interpretation or application thereof shall make it unlawful for the Lenders to make or maintain LIBOR Rate Loans, the Lenders shall forthwith give notice of such circumstances to the Company and thereupon (a) the agreement of the Lenders to make LIBOR Rate Loans shall forthwith be suspended and (b) the LIBOR Rate Loans then outstanding shall be converted automatically to Prime Rate Loans on the last day of each Interest Period applicable to such LIBOR Rate Loans or within such earlier period as may be required by law. The Company shall promptly pay the Lenders any additional amounts necessary to compensate the Lenders for any costs incurred by the Lenders in making any conversion in accordance with this Paragraph, including any interest or fees payable by the Lenders to lenders of funds obtained by them in order to make or maintain LIBOR Rate Loans hereunder.

7.5. Indemnity

The Company shall indemnify the Lenders and hold the Lenders harmless from and against any loss, cost or expense (including loss of anticipated profits) that the Lenders may

sustain or incur as a consequence of (a) default by the Company in payment of the principal amount of or any interest on any LIBOR Rate Loans as and when due and payable, including any such loss or expense arising from interest or fees payable by the Lenders to lenders of funds obtained by them in order to maintain LIBOR Rate Loans, (b) default by the Company in making a borrowing or conversion after the Company has given (or is deemed to have given) a request for Advance or a Conversion Request, (c) the making of any payment of a LIBOR Rate Loan or the making of any conversion to a Prime Rate Loan on a day that is not the last day of the applicable Interest Period with respect thereto, including interest or fees payable by the Lenders to lenders of funds obtained by them in order to maintain any such Advances.

7.6. Master Agreement.

(a) Provided that no Event of Default shall have occurred and be continuing, pursuant to a Master Agreement the Company may enter into an interest rate swap transaction or such other similar rate protection device for the Revolving Loan A, the Term Loan or the Equipment Loan provided it is for hedging and not speculative purposes. In the event that the Company does enter into interest rate swap transactions or other rate protection devices pursuant to a Master Agreement, FCC may establish a reserve with respect thereto under the Revolving Loan.

(b) In the event that any amount is due and owing to the Bank under and pursuant to the Master Agreement, the Company agrees that, immediately upon receipt of written notice from the Bank of any such amount being due, FCC shall pay such amount directly to the Bank for the account of the Company. Any such amount paid by FCC shall be treated as an Advance under Revolving Loan A and shall bear interest in accordance with the terms hereof.

(c) No conversion of any Advance or loan will be permitted during the period that an interest rate swap is in effect under the Master Agreement with respect to such Advance or loan.

8. GENERAL PROVISIONS REGARDING CREDIT FACILITIES.

8.1. Automatic Debit to Loan Account.

The Company hereby authorizes the Lenders to charge the Company's loan account under either Revolving Loan A or Revolving Loan B, in the discretion of the Lenders, for the purpose of paying any amounts which are at any time payable by the Company hereunder. All amounts paid pursuant hereto shall be treated as an Advance under either Revolving Loan A or Revolving Loan B, as applicable, and shall bear interest in accordance with the terms hereof. FCC and the Bank shall be entitled to rely upon this authorization.

8.2. Place and Form of Payments.

All payments (other than payments in the form of Base Metal or warrants for Base Metal) shall be made by the Company at the office of FPM or FCC herein set forth, as applicable, or such other place as the Lenders may from time to time specify in writing in lawful currency of

the United States of America in immediately available funds, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments.

8.3. Application of Payments.

All payments shall be applied first to the payment of all fees, expenses and other amounts due to the Lenders (excluding purchase price for Consigned Base Metal, principal, interest and consignment fees), then to accrued consignment fees and interest, and the balance on account of outstanding purchase price for Consigned Base Metal and principal amounts due hereunder provided, however, that after the occurrence of an Event of Default, payments will be applied to the obligations of the Company to the Lenders as the Lenders determines in their sole discretion.

8.4. Business Day Payment.

Subject to the definitions of Consignment Period and Interest Period herein, if this Loan and Consignment Agreement or any payment hereunder becomes due on a day which is not a Business Day, the due date of this Loan and Consignment Agreement or payment shall be extended to the next succeeding Business Day, and such extension of time shall be included in computing consignment fees, interest and fees in connection with such payment.

8.5. Pricing Options after Event of Default.

Upon the occurrence and during the continuance of an Event of Default, at the option of the Lenders, (a) the agreement of the Lenders to make Fixed Rate Consignments and LIBOR Rate Loans shall forthwith be suspended, and (b) the Fixed Rate Consignments and LIBOR Rate Loans then outstanding may be converted to Floating Rate Consignments and Prime Rate Loans, as applicable, on the last day of each Consignment Period or Interest Period applicable thereto or within such earlier period as may be required by the Lenders. The Company shall promptly pay the Lenders, any additional amounts necessary to compensate the Lenders for any costs incurred by the Lenders in making any conversion in accordance with this subparagraph, including any interest or fees payable by the Lenders to lenders of funds obtained by them in order to make or maintain its Fixed Rate Consignments and LIBOR Rate Loans hereunder.

8.6. 360 Day Year.

Consignment fees, interest, Letter of Credit fees and Letter of Credit Guaranty fees shall be calculated on the basis of a 360-day year counting the actual number of days elapsed.

8.7. Late Fee.

If the entire amount of a required payment hereunder is not paid in full within ten (10) days after the same is due, the Company shall pay to the applicable Lender a late fee equal to five percent (5%) of the required payment.

8.8. Default Rate.

Upon default (whether or not the Lenders have accelerated payment of this Loan and Consignment Agreement), or after maturity or after judgment has been rendered hereon, the

Company's right to select pricing options shall cease and the unpaid amount due hereunder shall, at the option of the Lenders, bear consignment fees or interest, as applicable, at a rate which is two (2) percentage points per annum greater than that which would otherwise be applicable.

9. TERMINATION BY THE COMPANY.

9.1. Termination.

Upon at least thirty (30) days prior written notice to the Lenders, the Company may, at its option, terminate this Agreement; provided, however, no such termination shall be effective until the Company has paid all of the Obligations in immediately available funds and all Letters of Credit have expired or have been cash collateralized to Lenders' satisfaction. Any notice of termination given by Company shall be irrevocable unless Lenders otherwise agree in writing, and FPM shall have no further obligation to make consignments of Base Metal or Advances or enter into Forward Contracts and FCC shall have no obligation to make any Advances, any Equipment Loan or issue or procure any Letters of Credit on or after the termination date stated in such notice.

9.2. Termination Charges.

At the effective date of termination of this Agreement for any reason, the Company shall pay to Lenders (in addition to the then outstanding principal, accrued interest and other charges owing under the Obligations) as liquidated damages for the loss of the bargain and not as a penalty, an amount equal to 2% of the Total Credit Facility if termination occurs during the first twelve (12) month period after the date hereof; 1% of the Total Credit Facility if termination occurs during the second twelve (12) month period after the date hereof; and 0% of the Total Credit Facility if termination occurs thereafter.

10. AUTHORIZED REPRESENTATIVES.

The Company shall deliver to the Lenders a certificate or letter certifying to the Lenders the name(s) of all Authorized Representatives, in the form attached hereto as Exhibit E. The Lenders may conclusively rely on such certificate or letter until they shall receive further certificates from the Company in form acceptable to the Lenders canceling or amending the prior list of Authorized Representatives. Any person identifying himself or herself as an Authorized Representative of the Company shall have the right to effect transactions under the Consignment Facility, the Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility and this Agreement. The Lenders shall have no responsibility or obligation to ascertain whether the person is in fact the Authorized Representative of the Company which he or she claims to be or is, in fact, authorized to effect the transaction. At their option, the Lenders may verify any telephonic, e-mail or telegraphic request for a transaction by calling an Authorized Representative, and where more than one Authorized Representative is so authorized, by calling an Authorized Representative or other individual other than the caller or the individual initiating the transaction. The Company authorizes the Lenders at their option to record electronically all

telephonic requests for transactions that the Lenders may receive from the Company or any other person purporting to act on behalf of the Company.

11. CONDITIONS.

11.1. Conditions to the Lenders' obligations hereunder.

(a) The obligation of Lenders to consign Base Metal, to make Advances, to procure Letters of Credit, to make the Term Loan, to make an Equipment Loan, and to enter into Forward Contracts hereunder is subject to the following conditions precedent:

(i) The representations and warranties set forth in Paragraph 13 hereof shall be true and correct on and as of the date hereof and, unless the context thereof specifically makes such representation or warranty applicable only upon an earlier date, the date each consignment, Advance, Letter of Credit, Equipment Loan, or Forward Contract is requested and is to occur.

(ii) The Company shall have executed and delivered to the Lenders, or shall have caused to be executed and delivered to the Lenders in form and substance acceptable to the Lenders, upon the execution of this Agreement, all agreements required by the Lenders for the purpose of securing payment and performance of the Company's obligations under this Agreement, together with any other documents required by the terms hereof or thereof, including, without limitation, the Revolving Loan Notes, the Term Note, the Security Documents, all requested subordination agreements and all insurance required by the terms hereof and of the Security Agreement, all of which shall at all times remain in full force and effect.

(iii) The Lenders shall have received on the date hereof (x) the favorable written opinion of counsel for the Company, dated the date hereof, satisfactory to the Lenders and their counsel in scope and substance, stating, among other things, that this Agreement has been duly authorized, executed and delivered by the Company; and (y) such other supporting documents and certificates as the Lenders or their special counsel may request.

(iv) The Lenders shall have determined that immediately after the Lenders have made the initial Advances and issued the initial Letters of Credit under the Revolving Loans, and paid all closing costs incurred in connection with the transactions contemplated hereby, Availability shall not be less than $1,000,000.

(v) The Lenders shall have completed an adequate pre-funding examination of the Company at the Company's expense, evidencing, among other things, satisfactory inventory controls and physical security controls and satisfactory account receivables and internal accounting controls.

(vi) There shall be no action, investigation, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Company, threatened against or affecting the Company which, if adversely determined, in the sole reasonable determination of the Lenders, would have a materially adverse effect upon the Company's business, operations, properties, assets, or condition, financial or otherwise.

(vii) There shall have been no material adverse change in the Company's financial condition or its financial or business prospects, from those represented in any financial statement or other information submitted to the Lenders or upon which the Lenders have relied.

(viii) All prior secured lenders of the Company shall have been paid in full and all liens on the assets of the Company shall have been released, with the exception of liens for water and sewer currently in the amount of Sixty-Four Thousand One Hundred Twenty-Four and 99/100 Dollars ($64,124.99), which the Company is contesting by appropriate proceedings and for which the Company has set aside reserves.

(ix) The Lenders shall determine, in their sole discretion, that the Company shall have satisfactory cash management and collections systems.

(x) All legal matters incident to the transactions hereby contemplated shall be satisfactory to counsel for the Lenders.

(xi) No Event of Default as specified in Paragraph 16.1 hereof, nor any event which upon notice or lapse of time or both would constitute such an Event of Default, shall have occurred and be continuing.

(xii) The Company shall have paid FPM a commitment fee of Thirty-Six Thousand Dollars ($36,000) and shall have paid FCC a commitment fee of Thirty Thousand Dollars ($30,000).

(b) The obligation of FCC to make an Advance under the Revolving Loans to redeem the stock of Primac Ansonia, LLC in the Company and the consent of the Lenders to the redemption of such stock is subject to the following conditions precedent:

(i) the Company shall have entered into a stock redemption agreement which shall be acceptable to the Lenders in their sole discretion, including, without limitation, as to payment amounts and terms;

(ii) Primac Ansonia, LLC shall have entered into a Subordination Agreement with the Lenders with respect to the subordination of any amounts owing to Primac Ansonia, LLC which shall be acceptable to the Lenders in their sole discretion; and

(iii) The Company shall have Availability of One Million Dollars ($1,000,000) after giving effect to such Advance.

11.2. Company's Confirmation.

The Company's request for the consignment of Consigned Base Metal, for the making of an Advance, for the entering into of a Forward Contract, for issuance of a Letter of Credit, for the making of the Term Loan or for the making of an Equipment Loan shall be deemed to be a representation and warranty to the Lenders that the respective conditions specified in Paragraph 11.1 for such consignment and/or Advance and/or Forward Contract and/or Letter of Credit and/or Term Loan and /or Equipment Loan have been satisfied.

12. SECURITY.

12.1. Security. The Obligations shall be secured by, and entitled to the benefits of, the Security Documents.

13. REPRESENTATIONS AND WARRANTIES.

As a material inducement to the Lenders to extend the credit facilities hereunder, the Company hereby represents and warrants to the Lenders (which representations and warranties shall survive the execution of this Agreement and the extension of credit hereunder) that:

13.1. Corporate Authority. The Company (a) is duly organized, validly existing and in good standing under the laws of its state of incorporation; (b) has the requisite corporate power and authority to own its properties and to carry on business as now being conducted, and holds all material permits, authorizations and licenses, without material restrictions or limitations, which are necessary for such ownership or business activity; and (c) is qualified to do business in every jurisdiction where such qualification is necessary; and (d) has the requisite corporate power to execute, deliver and perform this Agreement, the Revolving Loan Notes, the Term Note, the Equipment Loan Note, the Security Documents to which it is a party, and all agreements and documents executed or delivered in connection with or pursuant to this Agreement. The Company has no reason to believe that any such material permits, authorizations or licenses will be revoked, canceled, rescinded, modified or lost.

13.2. No Conflict. The execution, delivery and performance by the Company of the terms and provisions of this Agreement, the Revolving Loan Notes, the Term Note, the Equipment Loan Note and the Security Documents to which it is a party, and all agreements and documents executed or delivered in connection with or pursuant to this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, the corporate charter, articles of incorporation or by-laws of the Company or any indenture, agreement or other instrument to which the Company is party, or by which the Company is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or, except as may be provided by this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company pursuant to, any such indenture, agreement or other instrument.

13.3. Litigation. There is no action, suit, investigation or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Company threatened, against or affecting the Company which, if adversely determined, would have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Company; Exhibit O attached hereto sets forth all actions, suits, investigations are proceedings at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Company threatened, against or affecting the Company.

13.4. Other Agreements. The Company is not a party to any material agreement or instrument or subject to any charter or other corporate restriction materially adversely affecting its business, properties or assets, operations or conditions, financial or otherwise.

13.5. No Default. The Company is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party which default would have a material adverse effect on the business or financial condition of the Company's business taken as a whole.

13.6. Financing Statements. No financing statement or agreement is on file in any public office pertaining to or affecting the Consigned Base Metal or any Inventory of the Company, now owned or hereafter acquired, except for financing statements in favor of the Lenders.

13.7. Assets. The Company has good title to all of its material properties and assets, free and clear of all mortgages, security interests, restrictions, liens and encumbrances of any kind, except Permitted Liens.

13.8. Representations. No statement of fact made by or on behalf of the Company in this Agreement or in any certificate or schedule furnished to the Lenders pursuant hereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact presently known to the Company which has not been disclosed to the Lenders which materially affects adversely,

nor as far as the Company can reasonably foresee, will materially affect adversely the property, business, operations or condition (financial or otherwise) of the Company.

13.9. Taxes. The Company has filed all federal, state and local tax returns required to be filed and have paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments except for those being contested in good faith in good faith by appropriate proceedings and for which it has set aside on its books adequate reserves with respect to any such tax, charges of assessment, so contested.

13.10. Binding Obligations. This Agreement, the Revolving Loan Notes, the Term Note, the Equipment Loan Note, the Security Documents to which it is a party and all documents and agreements executed or delivered in connection with or pursuant to this Agreement have been duly executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization and other similar laws of general application affecting the rights of creditors generally.

13.11. No Event of Default. No Event of Default as defined in Paragraph 16.1 hereof, and no event which, with the passage of time or the giving of notice, or both, would become such an Event of Default, has occurred and is continuing.

13.12. ERISA. No "prohibited transaction" or "accumulated funding deficiency" or "reportable event" has occurred with respect to any "single employer plan" of the Company. The Company has not received notice that any "multi-employer plan" as to which it or any "commonly controlled entity" would have liability if it or any "commonly controlled entity" were to withdraw therefrom, is in "reorganization" or "insolvent" (as each of the quoted terms is defined or used in the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Internal Revenue Code of 1986, as amended (the "Code")).

13.13. Hazardous Substances. The Company is in compliance in all material respects with all federal, state and local statutes relating to the handling, storage, use or disposal of chemicals and other hazardous substances used in the course of its business.

13.14. Financial Statements. The Company has furnished to the Lenders its Financial Statements and to the best of the Company's knowledge on the date hereof, the Financial Statements have been prepared in accordance with GAAP on a basis consistent with that of preceding periods and are complete and correct and fairly present the financial condition of the Company as at said dates, and the results of its operations for the year or other period ended on said dates. To the best of the Company's knowledge on the date hereof, since the dates of the Financial Statements, there has been no material adverse change in the financial condition of the Company and there has been no transaction other than in the ordinary course of business of the Company.

13.15. Patents. The Company possesses all patents, patent rights and licenses, trademarks, tradenames and copyrights which are required to conduct its business without conflict with the rights of others.

13.16. Memo Inventory. The Company has not authorized the filing of a financing statement or agreement in any public office pertaining to or affecting Inventory delivered on consignment or memo to the Company and to the knowledge of the Company, no financing statement or agreement is on file in any public office pertaining to or affecting Inventory delivered on consignment or memo to the Company.

13.17. Capital Structure. Exhibit J hereto states (i) the correct name of each of the Subsidiaries of the Company, its jurisdiction of incorporation and the percentage of its voting stock owned by the Company, (ii) the name of each of the Company's corporate or joint venture Affiliates and the nature of the affiliation, (iii) the number, nature and holder of all outstanding securities of the Company and each Subsidiary of the Company and (iv) the number of authorized, issued and treasury shares of Company and each Subsidiary of the Company. The Company has good title to all of the shares it purports to own of the stock of each of its Subsidiaries, free and clear in each case of any lien other than Permitted Liens. All such shares have been duly issued and are fully paid and non-assessable. There are no outstanding options to purchase, or any rights or warrants to subscribe for, or any commitments or agreements to issue or sell, or any securities or obligations convertible into, or any powers of attorney relating to, shares of the capital stock of the Company or any of its Subsidiaries. There are no outstanding agreements or instruments binding upon any of the Company's shareholders (or members, in the case of a limited liability company) relating to the ownership of its shares of capital stock (or member interests, in the case of a limited liability company).

13.18. Receivables. FCC may rely, in determining which Receivables are Eligible Receivables, on all statements and representations made by the Company with respect to any Receivable or Receivables. Unless otherwise indicated in writing to FCC, with respect to each Receivable:

(a) It is genuine and in all respects what it purports to be, and it is not evidenced by a judgment;

(b) It arises out of a completed, bona fide sale and delivery of goods or rendition of services by the Company in the ordinary course of its business and in accordance with the terms and conditions of all purchase orders, contracts or other documents relating thereto and forming a part of the contract between the Company and the account debtor;

(c) It is for a liquidated amount maturing as stated in the duplicate invoice covering such sale or rendition of services, a copy of which has been furnished or is available to FCC;

(d) Such Receivable, and FCC's security interest therein, is not, and will not (by voluntary act or omission of the Company) be in the future, subject to any offset, lien, deduction, recoupment, defense, dispute which causes the Company to reasonably believe that payment is uncertain, counterclaim or any other adverse condition except for disputes resulting in returned goods where the amount in controversy is deemed by FCC to be immaterial, and

each such Receivable is absolutely owing to the Company and is not contingent in any respect or for any reason;

(e) The Company has made no agreement with any account debtor thereunder for any extension, compromise, settlement or modification of any such Receivable or any deduction therefrom, except discounts or allowances which are granted by the Company in the ordinary course of its business for prompt payment and which are reflected in the calculation of the net amount of each respective invoice related thereto and are reflected in the Schedules of Receivables submitted to FCC;

(f) There are no facts, events or occurrences which in any way impair the validity or enforceability of any Receivables or tend to reduce the amount payable thereunder from the face amount of the invoice and statements delivered to FCC with respect thereto;

(g) The Company is not aware of any facts which would lead it to reasonably believe that the account debtor thereunder (i) did not have the capacity to contract at the time any contract or other document giving rise to the Receivable was executed, or (ii) was not Solvent; and

(h) The Company is not aware of any facts which would lead it to reasonably believe that there are any proceedings or actions which are threatened or pending against any account debtor thereunder which might result in any material adverse change in such account debtor's financial condition or the collectibility of such Receivable.

13.19. Equipment. The Equipment is in good operating condition and repair, and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of the Equipment shall be maintained and preserved, reasonable wear and tear excepted. The Company will not permit any of the Equipment to become affixed to any real Property leased to the Company so that an interest arises therein under the real estate laws of the applicable jurisdiction unless the landlord of such real property has executed a landlord waiver or leasehold mortgage in favor of and in form acceptable to FCC, and the Company will not permit any of the Equipment to become an accession to any personal property other than Equipment that is subject to first-priority (except for Permitted Liens) liens in favor of the Lenders.

13.20. Solvent Financial Condition. Each of Company and its Subsidiaries is now and, after giving effect to the credit facilities to be issued hereunder, at all times will be, Solvent.

13.21. Leases. Exhibit K hereto is a complete listing of all capitalized leases of the Company and its Subsidiaries and Exhibit L hereto is a complete listing of all operating leases of the Company and its Subsidiaries. Each of the Company and its Subsidiaries is in full compliance with all of the terms of each of its respective capitalized and operating leases.

13.22. Trade Relations. There exists no actual or threatened termination, cancellation or limitation of, or any modification or change in, the business relationship between the Company or any of its Subsidiaries and any customer or any group of customers whose purchases

individually or in the aggregate are material to the business of the Company or any of its Subsidiaries, or with any material supplier, and there exists no present condition or state of facts or circumstances which would materially affect adversely the Company or any of its Subsidiaries or prevent the Company or any of its Subsidiaries from conducting such business after the consummation of the transaction contemplated by this Agreement in substantially the same manner in which it has heretofore been conducted.

13.23. Labor Relations. Except as described on Exhibit M hereto, neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement. There are no material grievances, disputes or controversies with any union or any other organization of the Company's or any of its Subsidiaries' employees, or threats of strikes, work stoppages or any asserted pending demands for collective bargaining by any union or organization.

14. AFFIRMATIVE AND NEGATIVE COVENANTS.

From the date hereof and until payment and performance in full of the Obligations, Company shall:

14.1. Licenses and Permits. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its corporate existence, rights, licenses, permits and franchises and comply with all laws and regulations applicable to it, whether now in effect or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Company; at all times maintain, preserve and protect all material franchises and trade names used in its business and preserve all the remainder of its property used or useful in the conduct of its business and keep the same in good repair, working order and condition, reasonable wear and tear excepted, and from time to time, make, or cause to be made, all needful and proper repairs, renewals, replacements, betterments and improvements thereto, so that the business carried on in connection therewith may be properly and advantageously conducted at all times.

14.2. Taxes. Pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise, which, if unpaid, might become a lien or charge upon such properties or any part thereof; provided that the Company shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings and it shall have set aside on its books adequate reserves with respect to any such tax, assessment, charge, levy or claim, so contested, and provided, further, that payment with respect to any such tax, assessment, charge, levy or claim shall be made before any of its property shall be seized and sold in satisfaction thereof.

14.3. Litigation. Give prompt written notice to the Lenders of any material proceedings instituted against it by or in any Federal or state court or before any commission or other regulatory body, Federal, state or local, which, if adversely determined, would have a materially

adverse effect upon its business, operations, properties, assets, or condition, financial or otherwise.

14.4. Financial Condition. Furnish to the Lenders promptly, from time to time, such information regarding its operations, assets, business affairs and financial condition, as the Lenders may reasonably request and promptly advise the Lenders of any material adverse change in its condition, financial or otherwise.

14.5. Field Exams. Permit agents or representatives of the Lenders to inspect, at reasonable hours, and at any time in the case of an emergency, the Consigned Base Metal and the Company's Inventory and the Company's books and records and to make abstracts or reproductions of such books and records and permit the Lenders' field exam staff to conduct field exams of the Company at such times as deemed necessary by the Lenders in their sole discretion; the expense of such field exams shall be payable by the Company. For informational purposes only, it is the Lenders' intent to perform three (3) field exams per year.

14.6. Inventories. Permit agents or representatives of the Lenders, at reasonable hours and at any time in case of emergency, to take physical inventories and expanded spot-checks of the Company's Inventory, including Consigned Base Metal; the expense of such physical inventory and expanded spot checks to the Company shall be payable by the Company. For informational purposes only, it is the Lenders' intent to perform one inventory per year.

14.7. Appraisals, Assays and Liquidation Analysis. Permit the Lenders to perform (a) periodic appraisals of the Company's Inventory and fixed assets, (b) periodic assays of the Company's Inventory, and (c) a quarterly desktop Inventory liquidation analysis; the expense of such appraisals, assays and analysis to be payable by the Company. For informational purposes only, it is the Lenders' intent to perform one appraisal and one assay per year.

14.8. Financing Statements. Promptly authorize the Lenders from time to time to file one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to the Lenders, and authorize such other instruments in form suitable for recording or filing as may be reasonably required by the Lenders hereunder.

14.9. Liens. Not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever on any of the Consigned Base Metal, any products or property now or hereafter owned which does or will include Consigned Base Metal, or any of its assets and properties, whether now owned or hereafter acquired except for:

(a) Permitted Liens; and

(b) in addition to the operating leases and capital leases listed in Exhibits K and L attached hereto, purchase money security interests and/or equipment leases of the Company which secure not more than One Hundred Thousand Dollars ($100,000), in the case of capital leases, and not more than Two Hundred Thousand Dollars ($200,000), in the case of operating leases, in the aggregate at any time.

14.10. Real Property Liens. Not enter into any agreement with any Person which prohibits or limits the Company's ability or right to grant to the Lenders a lien, encumbrance, or mortgage on any real property owned by the Company.

14.11. Disposition of Property. Not sell, lease, transfer or otherwise dispose of any of its material properties, assets, rights, licenses and franchises to any person, except for:

(a) sales of Inventory in the ordinary course of business;

(b) the sale of equipment used in the Company's flat wire business provided that an amount equal to the lesser of (i) the proceeds of any such sale, or (ii) the most recent appraised value of such equipment shall be used to either pay down the Equipment Loan or make Capital Expenditures;

(c) the sale or disposal of other obsolete equipment no longer useful in the business of the Company;

(d) the sale or lease of other assets having a value of up to One Hundred Thousand Dollars ($100,000) for full and fair consideration; or

(e) other sales or leases of assets upon receipt of the Lenders' prior written consent which will not be unreasonably withheld of delayed.

14.12. Management Contract. Not turn over the management of, or enter a management contract with respect to, any of its properties, assets, rights, licenses and franchises, without the prior written consent of the Lenders, which consent shall not be unreasonably withheld or delayed.

14.13. Corporate Status. Not, without the prior written consent of the Lenders, which consent shall not be unreasonably withheld or delayed:

(a) dissolve, liquidate, consolidate or merge with, or otherwise acquire substantially all of the assets or properties of any Person;

(b) sell any integral part of the Company's business;

(c) effect any reorganization or recapitalization;

(d) make or permit any substantial change in, or cease in whole or in any material part, its business as conducted; or

(e) engage in any other activities materially different from the business presently conducted.

14.14. Corporate Name and Incorporation. Not change its corporate name or state of incorporation unless it has provided the Lenders with thirty (30) days' prior written notice thereof.

14.15. Consigned Base Metal. Not grant any security interest or ownership rights to any customer with respect to any of the Consigned Base Metal whether or not such customers have prepaid orders for the Consigned Base Metal or any products or property which does or will include the Consigned Base Metal.

14.16. Guaranties. Not guarantee, endorse or otherwise in any way become or be responsible for obligations of any other person, except endorsements of negotiable instruments for collection in the ordinary course of business.

14.17. Sale - Leaseback. Not enter into any arrangement, directly or indirectly, with any Person whereby the Company shall sell or transfer any property, real, personal or mixed, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property.

14.18. Loans and Investments. Not purchase, invest in or otherwise acquire or hold securities, including, without limitation, capital stock and evidences of indebtedness of, or make loans or advances to, or enter into any arrangement for the purpose of providing funds or credit to, any other person, including loans or advances to Affiliates, except:

(a) advances to employees for business expenses or for personal needs not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate to all employees outstanding at one time; and

(b) investments in short-term obligations, not to exceed one (1) year, of the United States or certificates of deposit of institutions insured by the FDIC.

14.19. Business. Not engage, directly or indirectly, in a business substantially different from the business now being conducted.

14.20. Receivables. Not sell, assign, discount or dispose in any way of any accounts receivable, promissory notes or trade acceptances held by the Company, with or without recourse, except for collection (including endorsements) in the ordinary course of business.

14.21. Subordinated Indebtedness. Not amend any provision of the instruments or agreements which evidence any of the Subordinated Indebtedness or which subordinate the Subordinated Indebtedness to the Obligations without the prior written consent of the Lenders; and not prepay any Subordinated Indebtedness without the prior written consent of the Lenders.

14.22. Dividends and Distributions. Not declare or pay any dividends to, or redeem capital stock held by, or make any distributions of cash or property to, any of its shareholders if an Event of Default has occurred and is then continuing, or would result from the giving of such dividend or distribution, provided however, the Company may pay Shareholder Tax Distributions.

14.23. Consignments. Not obtain Base Metal or Nickel on consignment or credit from any supplier, lender, consignor or financial institution other than FPM unless the Lenders and such other consignor shall have entered into an Intercreditor Agreement which is acceptable to the Lenders in their sole discretion, provided, however, the Company may obtain toll Base Metal

and Nickel from its customers provided that the Company does not permit, or suffer, to exist the filing of UCC financing statements by such customer in order to secure such toll Base Metal or Nickel, as applicable.

14.24. Financial Statements. Unless otherwise explicitly waived by the Lenders in writing, furnish to the Lenders:

(a) Within ninety (90) days after the end of each Fiscal Year, an audited balance sheet of the Company as of the end of such Fiscal Year, and an audited statement of earnings of the Company for the Fiscal Year; prepared in accordance with GAAP and certified by an independent certified public accountant selected by the Company and acceptable to the Lenders, and accompanied by such accountant's (i) written confirmation of the balance of all Consigned Base Metal outstanding on consignment under the Consignment Facility as of the end of such Fiscal Year, (ii) a calculation and certification of compliance with the financial covenants set forth herein, and (iii) such accountant's statement that such accountant has examined the provisions of this Agreement and that, to the best of his knowledge, the Company has complied with all financial covenants;

(b) within thirty (30) days after the end of each month during the Fiscal Year, an unaudited balance sheet of the Company as of the end of such month, and an unaudited statement of earnings of the Company for the Fiscal Year through the end of such month, prepared in accordance with GAAP (with the exception of the accounting for taxes) and certified by the chief financial officer of the Company, together with (i) a calculation and certification of compliance with the financial covenants set forth herein at the end of each calendar quarter, and (ii) the statement of the chief financial officer that such officer has examined the provisions of this Agreement and that to his knowledge no Event of Default has occurred;

(c) within twenty (20) days after the end of each calendar quarter commencing with the calendar quarter ending August 31, 2004, an Inventory report detailing inventory composition by alloy, in form acceptable to the Lenders in their sole discretion, prepared by and certified by the chief financial officer of the Company;

(d) by Tuesday of each week, a collateral update certificate as of the last Business Day of the immediately preceding week, in form attached hereto as Exhibit N and otherwise acceptable to FCC;

(e) by noon each Business Day, a Borrowing Formula Report for the previous Business Day, in form acceptable to the Lenders in their sole discretion, prepared by and certified by the chief financial officer or other Authorized Representative of the Company;

(f) within thirty (30) days before the commencement of each Fiscal Year, financial projections for the Company consisting of projected balance sheets and income and cash flow statements through the end of the following Fiscal Year, as well as Borrowing Formula projections for the following Fiscal Year; the balance sheet and profit and loss statements, the cash flow statements and Borrowing Formula projections to be in a monthly format, and prepared in reasonable detail including assumptions upon which such projections were based; prepared and certified by the chief financial officer of the Company;

(g) annual financial statements for the Guarantor as set forth in the Guaranty Agreement; and

(h) promptly, from time to time, such other information regarding its operations, assets, business, affairs and financial condition as the Lenders may reasonably request.

14.25. ERISA. Not permit any pension plan maintained by the Company or by any member of a "controlled group" (ERISA 210(c)) or "corporation or group of trades or businesses under common control" (ERISA 210(d)) of which the Company is a member to: (i) engage in any "prohibited transaction" (ERISA 2003(c)); (ii) fail to report to the Lenders a "reportable event" (ERISA 4043) within thirty (30) days after its occurrence; (iii) incur any "accumulated funding deficiency" (ERISA 302); (iv) terminate its existence at any time in a manner which could result in the imposition of a lien on the property of the Company; or (v) fail to report to the Lenders any "complete withdrawal" or "partial withdrawal" by the Company of an affiliate from a "multi-employer plan" (ERISA 4203, 4205 and 4001 respectively) (the quoted terms are defined in the respective sections of ERISA cited above).

14.26. Environmental Matters With respect to environmental matters:

(a) comply in all material respects with the requirements of all federal, state, and local environmental laws; notify the Lenders promptly in the event of any spill, hazardous waste pollution or contamination affecting the Premises; forward to the Lenders promptly any notices relating to such matters received from any governmental agency; and pay promptly when due any fine or assessment against the Premises;

(b) immediately contain and remove any hazardous or toxic material found on the Premises in violation of applicable law, which work must be done in compliance with applicable laws and at the Company's expense; and the Company hereby agrees that the Lenders have the right, at their sole option but at the Company's expense, to have an environmental engineer or other representative review the work being done;

(c) promptly upon the request of the Lenders, based upon the Lenders' reasonable belief that a hazardous waste or other environmental problem exists with respect to the Premises in violation of applicable law, provide the

Lenders with an environmental site assessment report or an update of any existing report, all in scope, form and content and performed by such company as may be reasonably satisfactory to the Lenders; and

(d) indemnify, defend, and hold the Lenders harmless from and against any claim, cost, damage (including, without limitation, consequential damages), expense (including, without limitation, attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of any claim for environmental cleanup costs, any resulting damage to the environment and any other environmental claims against either of the Company, the Lenders, or the Premises. The provisions of this subparagraph (d) shall continue in effect and shall survive (among other events) any termination of this Agreement, foreclosure, a deed in lieu of foreclosure transaction, payment and satisfaction of the obligations evidenced hereby or incurred pursuant hereto, and release of any collateral.

14.27. Minimum Fixed Charge Coverage. Maintain, a ratio of (a) the Company's EBITDA, minus the sum of (i) cash corporate income taxes, (ii) cash Shareholder Tax Distributions, (iii) cash distributions during the period to shareholders other than Shareholder Tax Distributions, and (iv) Unfinanced Capital Expenditures, to (b) the Company's Total Debt Service of not less than 1.0:1 at November 30, 2004 and not less than 1.2:1 at February 28, 2005 and at the end of each Fiscal quarter thereafter. The foregoing covenant shall be tested on a year to date basis for the periods ending on or before February 28, 2005, and shall be tested on a rolling four (4) quarter basis thereafter. In addition, the foregoing covenant shall exclude the impact of the conversion of the Company to a subchapter S corporation and the one time cash taxes payable on the gain from the sale of the Company's copper Inventory to FPM. For purposes of the foregoing covenant, Inventory shall be valued on a LIFO basis, provided, that the Lenders, in their sole discretion, may adjust the calculation of the foregoing covenant if they determine that the addition or liquidation of LIFO layers results in a calculation of earnings which is not representative of true earnings. The Company's Fiscal quarters shall be the periods ending August 31, 2004, November 30, 2004, February 28, 2005, May 31, 2005, August 31, 2005, December 31, 2005 and the periods ending every three months thereafter.

14.28. Availability. The Company shall at all times maintain a minimum average monthly Availability of Seven Hundred Fifty Thousand Dollars ($750,000).

14.29. Accounting System. Maintain a standard system of accounting in accordance with GAAP.

14.30. Indebtedness. Not incur, create, assume, become or be liable in any manner with respect to, or permit to exist, any Indebtedness or liability, except:

(a) Indebtedness to the Lenders;

(b) Indebtedness incurred in connection with the operating leases and capital leases listed in Exhibits K and L attached hereto;

(c) Indebtedness of the Company not to exceed One Hundred Thousand Dollars ($100,000), in the case of capital leases, and Two Hundred Thousand Dollars ($200,000) in the case of operating leases, in the aggregate at any time which is secured by liens permitted under Paragraph 14.9(b) (which shall be in addition to the Indebtedness incurred in connection with the operating leases and capital leases listed in Exhibits K and L described in subparagraph (b) above);

(d) Subordinated Indebtedness; and

(e) Indebtedness with respect to trade or license obligations and other normal accruals in the ordinary course of business not yet due and payable, or with respect to which it is contesting in good faith the amount or validity thereof by appropriate proceedings, and then only to the extent it has set aside on its books adequate reserves therefor.

14.31. Insurance. Keep its insurable properties adequately insured at all times, by financially sound and reputable insurers, to such extent and against such risks, including fire and other risks insured against by extended coverage, and maintain liability and such other insurance as is customarily maintained by companies engaged in similar business.

14.32. Transactions with Affiliates. Not, directly or indirectly, enter into any transaction (including the transfer or lease of any property or the rendering of any service) with any Affiliate of the Company unless (a) such transaction is in the ordinary course of business of the Company, and (b) such transaction is on fair and reasonable terms no less favorable to the Company than those terms that might be obtained at the time in a comparable arm's length transaction with a Person who is not an Affiliate of the Company or, if such transaction is not one that by its nature could be obtained from such other entity, is on fair and reasonable terms and was negotiated in good faith.

14.33. Other Assets. In the event that the Company shall acquire any assets after the date hereof which require the filing of any specific assignments or other paper that may be necessary or desirable or that the Lenders may request, in the Lenders' sole discretion, in order to create, preserve, perfect or validate the security interest of the Lenders therein, the Company will promptly execute, deliver and authorize such assignments or other documentation to the Lenders.

14.34. Memo Inventory. Not permit, or suffer, to exist the filing of UCC financing statements by any supplier or consignor of Inventory on consignment or memo to the Company in order to secure such consignment of, or to perfect a security interest in, such Inventory.

14.35. Deposit and Brokerage Receivables. For each deposit account or brokerage account that the Company at any time opens or maintains, at FCC's request and option, pursuant to an agreement in form and substance satisfactory to FCC, cause the depository bank or securities intermediary, as applicable, to agree to comply at any time with instructions from FCC to such depository bank or securities intermediary, as applicable, directing the disposition of funds from time to time credited to such deposit or brokerage account, without further consent of the Company.

15. ADMINISTRATION OF RECEIVABLES AND EQUIPMENT

15.1. Records, Schedules and Assignments of Receivables. The Company shall keep accurate and complete records of its Receivables and all payments and collections thereon and shall submit to FCC on such periodic basis as FCC shall request a sales and collections report for the preceding period, in form satisfactory to FCC. On or before the twentieth (20th) day of each month from and after the date hereof, the Company shall deliver to FCC (a) a detailed, aged trial balance of all Receivables existing as of the last day of the preceding month, specifying the names, addresses, face value, dates of invoices and due dates for each account debtor obligated on a Receivable so listed ("Schedule of Receivables"), and, upon FCC's request therefor, copies of proof of delivery and the original copy of all documents, including, without limitation, repayment histories and present status reports relating to the Receivables so scheduled and such other matters and information relating to the status of then existing Receivables as FCC shall reasonably request; and (b) a detailed aged accounts payable balance, specifying the names, addresses, face value, dates of invoices and due pates for all payables. In addition, if Receivables in an aggregate face amount in excess of Two Hundred Fifty Thousand Dollars ($250,000) become ineligible because they fall within one of the specified categories of ineligibility set forth in the definition of Eligible Receivables or otherwise established by FCC, the Company shall notify FCC of such occurrence no later than the third Business Day following such occurrence and the Borrowing Formula shall thereupon be adjusted to reflect such occurrence.

15.2. Discounts, Allowances, Disputes. If the Company grants any discounts, allowances or credits that are not shown on the face of the invoice for the Receivable involved, the Company shall report such discounts, allowances or credits, as the case may be, to FCC as part of the next required Schedule of Receivables. If any amounts due and owing in excess of Two Hundred Fifty Thousand Dollars ($250,000) are in dispute between the Company and any account debtor, the Company shall provide FCC with written notice thereof at the time of submission of the next Schedule of Receivables, explaining in detail the reason for the dispute, all claims related thereto and the amount in controversy. Upon and after the occurrence of an Event of Default, FCC shall have the right to settle or adjust all disputes and claims directly with the account debtor and to compromise the amount or extend the time for payment of the Accounts upon such terms and conditions as FCC may deem advisable, and to charge the deficiencies, costs and expenses thereof, including attorney's fees, to Company.

15.3. Taxes. If a Receivable includes a charge for any tax payable to any governmental taxing authority, from and after the occurrence of an Event of Default, FCC is authorized, in its sole discretion, to pay the amount thereof to the proper taxing authority for the account of the Company and to charge the Company therefor, provided, however that FCC shall not be liable for any taxes to any governmental taxing authority that may be due by the Company.

15.4. Receivables Verification. Whether or not an Event of Default has occurred, any of FCC's officers, employees or agents shall have the right, at any time or times hereafter, in the name of FCC, any designee of FCC, or the Company, to verify the validity, amount or any other matter relating to any Receivables by mail, telephone, electronic communication or otherwise.

The Company shall cooperate fully with FCC in an effort to facilitate and promptly conclude any such verification process.

15.5. Maintenance of Dominion Account. No later than sixty (60) days after the date hereof, the Company shall establish, and thereafter maintain, a Dominion Account pursuant to a lockbox arrangement acceptable to FCC with the Bank. Upon the establishment of such account, the Company shall issue to the Bank an irrevocable letter of instruction directing the Bank to deposit all payments or other remittances received in the lockbox to the Dominion Account for application on account of the Obligations. All funds deposited in the Dominion Account shall immediately become the property of FCC and the Company shall obtain the agreement by the Bank in favor of FCC to waive any recoupment, setoff rights, and any security interest in, or against the funds so deposited.

15.6. Collection of Receivables, Proceeds of Collateral. Upon the establishment of the Dominion Account and during the term of this Agreement, the Company shall send written notice to all of its account debtors to make payment of all Receivables directly to the Dominion Account. In addition, upon establishment of the Dominion Account, the Company shall send written notice to Webster Bank, National Association to forward all payments held in, or received by, the Company's lockbox account to the Dominion Account. To expedite collection, the Company shall endeavor in the first instance to make collection of its Receivables for FCC. All remittances received by the Company on account of Receivables, together with the proceeds of any other Collateral, shall be held as FCC's property by the Company as trustee of an express trust for FCC's benefit and Company shall immediately deposit same in kind in the Dominion Account. FCC retains the right at all times after the occurrence of an Event of Default to notify account debtors that Receivables have been assigned to FCC and to collect Receivables directly in its own name, or in the name of FCC's agent, and to charge the collection costs and expenses, including attorneys' fees to the Company.

15.7. Returns of Inventory. If at any time or times hereafter any account debtor returns any Inventory to the Company the shipment of which generated an Receivable on which such account debtor is obligated in excess of Two Hundred Fifty Thousand Dollars ($250,000), the Company shall immediately notify the Lenders of the same, specifying the reason for such return and the location, condition and intended disposition of the returned Inventory.

15.8. Records and Schedules of Equipment. The Company shall keep accurate records itemizing and describing the kind, type, quality, quantity and value of its Equipment and all dispositions made in accordance herewith hereof, and shall furnish FCC with a current schedule containing the foregoing information on at least an annual basis and more often if requested by FCC. Immediately on request therefor by FCC, the Company shall deliver to FCC any and all evidence of ownership, if any, of any of the Equipment.

15.9. Dispositions of Equipment. The Company will not sell, lease or otherwise dispose of or transfer any of the Equipment or any part thereof without the prior written consent of FCC; provided, however, that the foregoing restriction shall not apply, for so long as no or Event of Default exists, to (a) dispositions of Equipment which, in the aggregate during any consecutive twelve-month period, has a fair market value or book value, whichever is less, of One Hundred Thousand Dollars ($100,000) or less, provided that all proceeds thereof are

remitted to FCC for application to the Obligations, or (b) replacements of Equipment that is substantially worn, damaged or obsolete with Equipment of like kind, function and value, provided that the replacement Equipment shall be acquired prior to or concurrently with any disposition of the Equipment that is to be replaced, the replacement Equipment shall be free and clear of liens other than Permitted Liens, and Company shall have given FCC at least five (5) days prior written notice of such disposition.

16. EVENTS OF DEFAULT AND ACCELERATION.

16.1. Events of Default. In each case of the occurrence of any one or more of the following events (each of which is herein called an "Event of Default"):

(a) the Company shall fail to pay the Obligations when due and payable; or

(b) the Company shall fail in any material respect to observe or perform any covenant to be observed or performed by the Company hereunder or under any agreement, note, or instrument executed by the Company in favor of, or assigned to, the Lenders; or

(c) default in the payment of any other obligation or Indebtedness of the Company, to the Lenders, or any affiliate of Bank of America Corporation, whether now or hereafter existing and howsoever arising, incurred or evidenced; or

(d) default in the performance in any material respect of any other obligation or Indebtedness of the Company, to the Lenders, or any affiliate of Bank of America Corporation, whether now or hereafter existing and howsoever arising, incurred or evidenced; or

(e) any representation or warranty made herein or in any certificate, statement or agreement furnished in connection with this Agreement shall prove to be false or misleading in a material respect; or

(f) the Company or the Guarantor shall (i) make an assignment for the benefit of creditors; or (ii) file or suffer the filing of any voluntary or involuntary petition under any chapter of the Bankruptcy Code by or against itself, provided, however, that the involuntary filing of a petition in bankruptcy against the Company or the Guarantor shall not constitute an Event of Default unless the Company or the Guarantor fails to object and the petition is not discharged within sixty (60) days after the filing thereof; or (iii) apply for or permit the appointment of a receiver, trustee or custodian of any of its property or business; or (iv) become insolvent to suffer the entry of an order for relief under Title 11 of the United States Code; or (v) make an admission of its inability to pay its debts as they become due; or

(g) the occurrence of any material loss, theft or destruction of or damage to any of the Consigned Base Metal; or

(h) the occurrence of any attachment on any of the Consigned Base Metal; or

(i) the occurrence of any attachment on any of the Company's assets and such attachment shall not be discharged or bonded against within twenty (20) days of the date such attachment was made; or

(j) default with respect to any evidence of Indebtedness of the Company (other than to the Lenders) in excess of One Hundred Thousand Dollars ($100,000, if the effect of such default is to accelerate the maturity of such Indebtedness or to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof, or if any Indebtedness of the Company (other than to the Lenders) in excess of One Hundred Thousand Dollars ($100,000 is not paid, when due and payable, whether at the due date thereof or a date fixed for prepayment or otherwise; or

(k) the determination by the Lenders in good faith that the Company has suffered a material adverse change in its business or financial condition; or

(l) the occurrence of any event of default (after the expiration of any applicable grace period) under any agreement now or at any time hereafter securing or guaranteeing performance of this Agreement, including, without limitation, the Security Documents; or

(m) the Guaranty Agreement shall be terminated other than in accordance with that certain Agreement Regarding Limited Guaranty Agreement dated the date hereof between the Lenders and the Guarantor, or the Guarantor shall so assert in writing; or

(n) any direct or indirect change in the majority ownership or control of the Company; or

(o) any payment of the Subordinated Indebtedness is paid in violation of the instruments and agreements subordinating the payment of the Subordinated Indebtedness to prior payment of the Company's Indebtedness to the Lenders; or

(p) the occurrence of any material loss, theft or destruction of or damage to any of the property of the Company which, in the Lenders' sole determination, is not adequately insured and the loss, theft or destruction of which will have a material adverse effect on the business or financial condition of the Company; or

(q) the Company, any Subsidiary of the Company or the Guarantor shall be criminally indicted or convicted under any law;

then in any such event, at the option of the Lenders (x) the obligations of the Lenders hereunder shall terminate, (y) the Company shall promptly return to FPM all Consigned Base Metal theretofore consigned to but not purchased and paid for by the Company, and (z) all the Company's obligations to the Lenders (including, without limitation, those under the Revolving Loans and the Consignment Facility) shall become and be immediately due and payable without presentment, demand or notice, all of which are hereby expressly waived, notwithstanding any credit or time allowed to the Company or any instrument evidencing any of the Company's obligations to the Lenders. The Lenders shall in addition have all of the rights and remedies of a secured party under the Uniform Commercial Code with respect to any collateral now or hereafter securing the Company's obligations hereunder. The Company shall, at the Lenders' request, immediately assemble all such collateral and Consigned Base Metal, and the Lenders may go upon the Company's premises to take immediate possession thereof.

16.2. Waiver. No failure or delay on the Lenders' part to exercise or to enforce any of the Lenders' rights hereunder or under any other instruments or agreement evidencing any of the Company's obligations to the Lenders or to require strict compliance with the terms hereof or thereof in any one or more instances and no course of conduct on the Lenders' part shall constitute or be deemed to constitute a waiver or relinquishment of any such rights hereunder unless it shall have signed a waiver thereof in writing and no such waiver, unless expressly stated therein, shall be effective as to any transaction which occurs after the date of such waiver or as to any continuance of a breach after such waiver. The Lenders' rights hereunder shall continue unimpaired notwithstanding any extension of time, compromise or other indulgence granted by the Lenders to the Company with respect to any of the Company's obligations to the Lenders or any instrument given the Lenders in connection therewith, and the Company hereby waives notice of any such extension, compromise or other indulgence and consent to be bound thereby as if it had expressly agreed thereto in advance.

17. NO ASSIGNMENT.

The rights of the Company under this Agreement may not be assigned to any third party without the prior written consent of the Lenders. All covenants and agreements of the Company contained herein shall bind the Company and their successors and assigns, and shall inure to the benefit of the Lenders, theirs successors and assigns.

18. EXPENSES.

The Company shall pay on demand all reasonable expenses of the Lenders in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with the Lenders' exercise, preservation or enforcement of any of their rights, remedies or options hereunder, including, without limitation, fees of outside legal counsel or the allocated costs of in-house legal counsel, accounting, consulting, brokerage or other costs relating to any appraisals or examinations conducted in connection with the loan and consignment or any collateral therefor, and the amount of all such expenses shall, until paid,

bear interest at the rate applicable to principal hereunder (including any default rate) and be an obligation secured by any collateral.

19. GOVERNING LAW; MISCELLANEOUS.

19.1. Governing Law. This Agreement shall be governed by and shall be construed under the laws of the State of Connecticut (excluding the laws applicable to conflicts or choice of law). Any provision of this Agreement 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 affecting the validity or enforceability of such provision in any other jurisdiction.

19.2. JURISDICTION; WAIVER OF JURY TRIAL. THE COMPANY AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS LOAN AND CONSIGNMENT AGREEMENT OR ANY OF THE OTHER LOAN AND CONSIGNMENT DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF CONNECTICUT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE COMPANY BY OVERNIGHT MAIL AT THE ADDRESSES SET FORTH IN THIS LOAN AND CONSIGNMENT AGREEMENT. THE COMPANY HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY AND THE LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOAN AND CONSIGNMENT AGREEMENT OR ANY OTHER LOAN AND CONSIGNMENT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PART, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE COMPANY RELATING TO THE ADMINISTRATION OF THESE CREDIT FACILITIES OR THE ENFORCEMENT OF THE LOAN AND CONSIGNMENT DOCUMENTS, AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE COMPANY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE COMPANY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE LENDERS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDERS WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDERS TO ACCEPT THIS LOAN AND CONSIGNMENT AGREEMENT AND EXTEND THE CREDIT FACILITIES HEREUNDER.

19.3. Survival of Representations. This Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto, shall survive the execution and delivery to the Lenders of this Agreement, and shall continue in full force and effect so long as any indebtedness or obligation of the Company to the Lenders is outstanding and unpaid. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assign of such party; and all covenants, promises and agreements contained in this Agreement by or on behalf of the Company shall inure to the benefit of the successors and assigns of the Lenders.

19.4. Additional Costs. If any present or future applicable law, which expression, as used herein, includes statutes, rules and regulations thereunder and interpretations thereof by any competent court or by any governmental or other regulatory body or official charged with the administration or the interpretation thereof and requests, directives, instructions and notices at any time or from time to time hereafter made upon or otherwise issued to the Lenders by any central bank or other fiscal, monetary or other authority (whether or not having the force of law), shall:

(a) subject the Lenders to any tax (except for taxes on income or profits), levy, impost, duty, charge, fee, deduction or withholding of any nature with respect to this Agreement, the Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility or the Consignment Facility, or

(b) materially change the basis of taxation (except for changes in taxes on income or profits) of payments to the Lenders of the principal of or the interest on the Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility or the Consignment Facility or any other amounts payable to the Lenders under this Agreement, or

(c) impose or increase or render applicable (other than to the extent specifically provided for elsewhere in this Agreement) any special deposit, reserve, assessment, liquidity, capital adequacy or other similar requirements (whether or not having the force of law) against assets held by, or deposits in or for the account of, or loans by, or commitments of an officer of the Lenders, or

(d) impose on the Lenders any other conditions or requirements with respect to this Agreement, the Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility, the Consignment Facility or any class of loans or commitments of which any of the Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility or the Consignment Facility form a part;

and the result of any of the foregoing is

(e) to increase the cost to the Lenders of making, funding, issuing, renewing, extending or maintaining any of the Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility or the Consignment Facility, or

(f) to reduce the amount of principal, interest or other amount payable to the Lenders hereunder on account of any of the Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility or the Consignment Facility, or

(g) to require the Lenders to make any payment or to forego any interest or other sum payable hereunder, the amount of which payment or foregone interest or other sum is calculated by reference to the gross amount of any sum receivable or deemed received by the Lenders for the Company hereunder,

then, and in each such case, the Company will, upon demand by the Lenders, at any time and from time to time and as often as the occasion therefor may arise, pay to the Lenders such additional amounts as will be sufficient to compensate the Lenders for such additional cost, reduction, payment or foregone interest or other sum. The Lenders shall allocate such cost increases among their customers in good faith and on equitable basis.

19.5. Capital Adequacy. If any present or future law, governmental rule, regulation, policy, guideline or directive (whether or not having the force of law) or the interpretation thereof by a court or governmental authority with appropriate jurisdiction affects the amount of capital required or expected to be maintained by the Lenders or any corporation controlling the Lenders and the Lenders determine that the amount of capital required to be maintained by them, or either of them, is increased by or based upon the existence of Revolving Loans, the Term Loan, the Equipment Loan, the Forward Contract Facility and/or the Consignment Facility made or deemed to be made pursuant hereto, then the Lenders may notify the Company of such fact, and the Company shall pay to the Lenders from time to time upon demand, as an additional fee payable hereunder, such amount as the Lenders shall determine and certify in a notice to the Company to be an amount that will adequately compensate the Lenders in light of these circumstances for its increased costs of maintaining such capital. The Lenders shall allocate such cost increases among their customers in good faith and on equitable basis.

19.6. Certificate. A certificate setting forth any additional amounts payable pursuant to Paragraphs 19.4 and 19.5 and a brief explanation of such amounts which are due, submitted by the Lenders to the Company, shall be prima facie evidence that such amounts are due and owing.

19.7. Right of Set-off. The Company hereby grants to the Lenders, a lien, security interest and right of set off as security for all liabilities and obligations to the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of the Lenders or any entity under the control of Bank of America Corporation, or in transit to any of them. At any time and from time to time after the occurrence and during the continuance of an Event of Default, the Lenders may set off the same or any part thereof and apply the same to any liability or obligation

of the Company even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE THE LENDERS TO EXERCISE THEIR RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING THEIR RIGHT OF SET OFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE COMPANY, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

19.8. Assignments by the Lenders. The Lenders shall have the unrestricted right at any time or from time to time, and without the Company's or the Guarantor's consent, to assign all or any portion of their rights and obligations hereunder to one or more banks or other financial institutions (each, an "Assignee"), and the Company agrees that it shall execute, or cause to be executed, such documents, including without limitations, amendments to this Agreement and to any other documents, instruments and agreements executed in connection herewith as the Lenders shall deem necessary to effect the foregoing at the Lenders' expense. In addition, at the request of the Lenders and any such Assignee, the Company shall issue one or more new promissory notes, as applicable, to any such Assignee and, if the Lenders have retained any of their rights and obligations hereunder following such assignment, to the Lenders, which new promissory notes shall be issued in replacement of, but not in discharge of, the liability evidenced by the promissory note held by the Lenders prior to such assignment and shall reflect the amount of the respective commitments and loans held by such Assignee and the Lenders after giving effect to such assignment. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by the Lenders in connection with such assignment, and the payment by Assignee of the purchase price agreed to by the Lenders, and such Assignee, such Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Lenders hereunder (and under any and all other guaranties, documents, instruments and agreements executed in connection herewith) to the extent that such rights and obligations have been assigned by the Lenders pursuant to the assignment documentation between the Lenders and such Assignee, and the Lenders shall be released from their obligations hereunder and thereunder to a corresponding extent. Upon the execution of any new replacement promissory notes, the Lenders shall return the original promissory notes to the Company. The Lenders may furnish any information concerning the Company in their possession from time to time to prospective Assignees, provided that the Lenders shall require any such prospective Assignee to agree in writing to maintain the confidentiality of such information.

19.9. Participations. The Lenders shall have the unrestricted right at any time and from time to time, and without the consent of or notice to the Company or the Guarantor, to grant to one or more banks or other financial institutions (each, a "Participant") participating interests in the Lenders' obligation to lend hereunder and/or any or all of the loans held by the Lenders hereunder. In the event of any such grant by the Lenders of a participating interest to a Participant, whether or not upon notice to the Company, the Lenders shall remain responsible for the performance of their obligations hereunder and the Company shall continue to deal solely and directly with the Lenders in connection with the Lenders' rights and obligations hereunder. The Lenders may furnish any information concerning the Company in their possession from time to time to prospective Participants, provided that the Lenders shall require any such prospective Participant to agree in writing to maintain the confidentiality of such information.

19.10. Maximum Interest. All agreements between the Company and the Lenders are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Lenders for the use or the forbearance of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect as of the date hereof; provided, however, that in the event there is a change in the law which results in a higher permissible rate of interest, then this Loan and Consignment Agreement shall be governed by such new law as of its effective date. In this regard, it is expressly agreed that it is the intent of the Company and the Lenders in the execution, delivery and acceptance of this Loan and Consignment Agreement to contract in strict compliance with the laws of the State of Connecticut from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any of the loan and consignment documents at the time of performance of such provision shall be due, shall involve transcending the limit of such validity prescribed by applicable law, then the obligation to be fulfilled shall automatically be reduced to the limits of such validity, and if under or from circumstances whatsoever the Lenders should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the Company and the Lenders.

19.11. Replacement of Instruments. Upon receipt of an affidavit of an officer of the Lenders as to the loss, theft, destruction or mutilation of any of the Revolving Loan Notes, the Term Note or the Equipment Loan Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon surrender and cancellation of such promissory note or other security document or appropriate indemnification of the Lenders, the Company will issue, in lieu thereof, a replacement promissory note or other security document in the same principal amount thereof and otherwise of like tenor.

19.12. Notices. All notices and other communications hereunder shall be in writing, except as otherwise provided in this Agreement; and shall be sent by any one of the following: certified mail, return receipt requested; overnight courier; confirmed telecopier; or by hand and shall be addressed (a) if to the Company, to the Company at the Company's Address, and (b) if to the Lenders, to them at the Lenders' Address. Notices shall be deemed effective three (3) days after deposit in the mail, if sent by certified mail; the next business day, if sent by overnight courier; upon confirmation, if sent by confirmed telecopier; and upon delivery, if sent by hand. The address of any party hereto for such demands, notices and other communications may be changed by giving notice in writing at any time to the other party hereto.

19.13. Amendments. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Company therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. No notice to, or demand on, the Company, in any case, shall entitle the Company to any other or future notice or demand in the same, similar or other circumstances.

19.14. Delay. Neither any failure nor any delay on the part of the Lenders in exercising any right, power or privilege hereunder or under any other instrument given as security therefor, shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or future exercise, or the exercise of any right, power or privilege.

19.15. Pledge to Federal Reserve. The Lenders may at any time pledge all or any portion of their rights under the loan and consignment documents including any portion of the Revolving Loan Notes, the Term Note or the Equipment Loan Note to any of the twelve (12) Federal Reserve Banks organized under Section 4 of the Federal Reserve Act, 12 U.S.C Section 341. No such pledge or enforcement thereof shall release the Lenders from their obligations under any of the loan documents.

19.16. Regulation U. No portion of the proceeds of these credit facilities shall be used, in whole or in part, for the purpose of purchasing or carrying any "margin stock" as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System.

19.17. Final Agreement. This Loan and Consignment Agreement is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by this Loan and Consignment Agreement. All prior or contemporaneous promises, agreements sand understandings, whether oral or written, are deemed to be superseded by this Loan and Consignment Agreement, and no party is relying on any promise, agreement or understanding not set forth in this Loan and Consignment Agreement. This Loan and Consignment Agreement may not be amended or modified except by a written instrument describing such amendment or modification executed by the Company and the Lenders.

The next page is a signature page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: _____
Title: PRESIDENT

FLEET PRECIOUS METALS INC.

By: _____
Title:

FLEET CREDIT CORPORATION

By: _____
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Title:

FLEET PRECIOUS METALS INC.

By:_____
Title: VP.

FLEET CREDIT CORPORATION

By:_____
Title: SVP

EXHIBIT INDEX

Exhibit A	Secured Promissory Note – Revolving Loan A
Exhibit B	Secured Promissory Note - Revolving Loan B
Exhibit C	Term Promissory Note
Exhibit D	Equipment Loan Note
Exhibit E	Authorized Representatives Letter
Exhibit F	Change in Consignment Limit Letter
Exhibit G	Change in Consignment Rate
Exhibit H	Liens
Exhibit I	Borrowing Formula Certificate
Exhibit J	Capital Structure
Exhibit K	Capitalized Leases
Exhibit L	Operating Leases
Exhibit M	Collective Bargaining Agreements
Exhibit N	Collateral Update Certificate
Exhibit O	Litigation

EXHIBIT A

REVOLVING LOAN NOTE

$8,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the **"Borrower"**), promises to pay to the order of **FLEET CAPITAL CORPORATION** (the **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **EIGHT MILLION DOLLARS ($8,000,000.00)** or so much of such principal amount as shall be outstanding and unpaid on October 1, 2007.

This Revolving Loan Note (the **"Note"**) is the Revolving Loan Note **A** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Revolving Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

The Borrower may terminate the Loan and Consignment Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan and Consignment Agreement.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Name:
Title:

EXHIBIT B

REVOLVING LOAN NOTE

$12,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the **"Borrower"**), promises to pay to the order of **FLEET PRECIOUS METALS INC.** (the **"Lender"**), at the office of the Lender, located at 111 Westminster Street, Providence, Rhode Island 02903, in lawful money of the United States of America and in immediate available funds, the principal amount of **TWELVE MILLION DOLLARS ($12,000,000.00)** or so much of such principal amount as shall be outstanding and unpaid on October 1, 2007.

This Revolving Loan Note (the **"Note"**) is the Revolving Loan Note B referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Capital Corporation ("**FCC**") dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Revolving Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

The Borrower may terminate the Loan and Consignment Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan and Consignment Agreement.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Name:
Title:

EXHIBIT C

TERM PROMISSORY NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000)**, together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Term Promissory Note (the **"Note"**) is the Term Note referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. ("**FPM**") dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Term Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred, the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) Principal shall be due and payable in thirty-five (35) equal consecutive installments of principal in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) commencing on the first Business Day of November, 2004 and continuing on the first Business Day of each month thereafter until the first Business Day of September, 2007; and

(c) The entire remaining principal amount then outstanding, together with any and all other amounts due hereunder, shall be due and payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this

Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Name:
Title:

EXHIBIT D

EQUIPMENT LOAN NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000)**, together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Equipment Loan Note (the **"Note"**) is one of the Equipment Loan Notes referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of an Equipment Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) all principal amounts advanced under the Equipment Loan in the first twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is one (1) year after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007;

(c) all principal amounts advanced under the Equipment Loan in the second twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is two (2) years after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007; and

(d) all principal amounts advanced under the Equipment Loan in the third twelve (12) month period of the Equipment Loan shall be payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Name:
Title:

EXHIBIT E

(TO BE TYPED ON COMPANY'S LETTERHEAD)

_____, 2004

To: Fleet Precious Metals Inc.
Fleet Capital Corporation
111 Westminster Street
Providence, Rhode Island 02903

Dear Sir or Madam:

In accordance with that certain Loan and Consignment Agreement dated the date hereof (the "Loan and Consignment Agreement") by and between the undersigned and you (the "Lenders") dated _____ _____, 2004, the undersigned hereby designates the following persons as Authorized Representatives who are authorized by and on behalf of the undersigned to transact business with the Lenders under the Loan and Consignment Agreement including , but not limited to, (a) to transact consignment and purchase and sale transactions with FPM under the Consignment Facility; (b) to request that a consignment under the Consignment Facility be continued as such or converted to a consignment of another Type; (c) to request Advances from FCC and FPM under the Revolving Loans; (d) to request that an Advance under the Revolving Loan be continued as such or converted to an Advance of another Type; (e) to enter into Forward Contracts with FPM under the Forward Contract Facility; (f) to request the Term Loan or an Equipment Loan from FCC; (g) to request that the Term Loan or an Equipment Loan be converted to a loan of another Type; and (h) generally to bind the undersigned in any and all transactions by and between the Lenders and the undersigned under the Loan and Consignment Agreement:

Name	Title

All capitalized terms used herein without definition shall have the meanings assigned by the Loan and Consignment Agreement. Each of the Lenders is hereby authorized to rely on this authorization until they receive further written notice canceling or amending the foregoing.

Very truly yours,

ANSONIA COPPER & BRASS, INC.

By:_____
Title:

EXHIBIT F

_____, 2004

ANSONIA COPPER & BRASS, INC.
75 Liberty Street
Ansonia, Connecticut 06401

Ladies and Gentlemen:

Upon your acceptance of the terms of this letter agreement as evidenced by your execution and delivery to Fleet Precious Metals Inc. ("FPM") on or before _____, 200_, of a copy of this letter, ANSONIA COPPER & BRASS, INC. (the "Company"), and FPM agrees, effective _____, 200_, to amend the definition of the Consignment Limit contained in Paragraph 1.19 of that certain Loan and Consignment Agreement dated _____ __, 2004, as the same may have been heretofore amended (the "Loan and Consignment Agreement"), by and between FPM, Fleet Capital Corporation and the Company to read as follows:

"1.19. "Consignment Limit" means an amount equal to:

(a) the lesser of:

(i) _____ Dollars ($_____) minus the Revolving Loan B Indebtedness; or

(ii) the value (as determined pursuant to Paragraph 2.2 hereof) of up to _____ (_____) pounds of Base Metal; or

(b) such limit as FPM and the Company may agree upon from time to time as evidenced by an amendment in substantially the form of Exhibit D attached hereto and made a part hereof or in such other form as FPM shall require; or

(c) such other limit as FPM may approve in its sole discretion.

Except as amended hereby, the Loan and Consignment Agreement and all agreements securing or guaranteeing the Loan and Consignment Agreement shall remain in full force and effect and are in all respect hereby ratified and affirmed.

Very truly yours,

FLEET PRECIOUS METALS INC.

By:_____
Title:

Accepted and agreed as of the
____ day of _____, 200_.

ANSONIA COPPER & BRASS, INC.

By:_____
Title:

_____
Raymond L. McGee

EXHIBIT G

_____, 200_

ANSONIA COPPER & BRASS, INC.
75 Liberty Street
Ansonia, Connecticut 06401

Ladies and Gentlemen:

Pursuant to Paragraph 2.3(c) of that certain Loan and Consignment Agreement dated _____ __, 2004, as the same may have been heretofore amended (the "Loan and Consignment Agreement") by and between ANSONIA COPPER & BRASS, INC. (the "Company"), Fleet Capital Corporation and the undersigned, the undersigned hereby gives notice to the Company that, effective _____, 200__ the consignment rate set forth in said Paragraph 2.3(c) shall be changed from _____ percent (____%) per annum to _____ percent (_____%) per annum.

Except as amended hereby, the Loan and Consignment Agreement shall remain in full force and effect.

Very truly yours,

FLEET PRECIOUS METALS INC.

By:_____
Title:

EXHIBIT H

Liens

CREDITOR	FILING #	FILING DATE	COLLATERAL	JURISDICTION
State of Connecticut Dept. of Economic and Community Development	1910271 2238854	3/8/1999 12/1/2003	Listed machinery and equipment Continuation	CT SOS
Patriot Commercial Leasing Co., Inc.	2169763	11/6/2002	Listed equipment	CT SOS
Citicorp Vendor Finance, Inc.	2181774	1/23/2003	Listed equipment	CT SOS
City of Ansonia c/o Kevin M. Blake, Esq.	11595169	11/5/2001	Listed equipment	DE SOS
Citicapital Commercial Corporation	31904443	7/24/2003	Listed equipment and all attachments, accessories, additions	DE SOS
Fleet Precious Metals Inc.	42038992	7/20/2004	Consigned copper	DE SOS
Fleet Precious Metals Inc.	42039024	7/20/2004	Memorandum of consignment transaction	DE SOS
Fleet Precious Metals Inc. and Fleet Capital Corporation	42039032	7/20/2004	All assets	DE SOS

Leases listed on Exhibit J

Leases listed on Exhibit K

Liens for water and sewer currently in the amount of $64,124.99

EXHIBIT I

Fleet Capital

A FleetBoston Financial Company

Borrowing Formula Certificate

Collateral Update Certificate

Company Name:	Date: / /

1. **Period End Accounts Receivable as of** ____/____/____ $ _____

2. **Accounts Receivable Ineligibles as of** ____/____/____

Accounts over_____days from Due / Invoice Date (CIRCLE ONE)	$ _____	
Intercompany Accounts	$ _____	
Government Accounts	$ _____	
Contra Accounts	$ _____	
Foreign Accounts	$ _____	
_____% Cross-aging Exclusion	$ _____	
Other _____	$ _____	
Other _____	$ _____	
TOTAL INELIGIBLES		$ _____

3. **Eligible Accounts Receivable (Line 1 minus Line 2)** $ _____

4. **Accounts Receivable Advance Rate** _____ %

5. **Accounts Receivable Availability (Line 3 times Line 4)** $ _____

6. **Inventory as of** / / **Source:**

Type	Gross Amount	(-) Ineligible	(X) Adv	(=) Available or CAP
Total Inventory Availability				$ _____

7. **Other Availability** _____ $ _____

8. **Other Availability** _____ $ _____

9. **Total Gross Availability** (The lesser of the total of Lines 5, 6, 7 and 8 or Credit Line of $_____) $ _____

10. **Loan Balance** $ _____

11. **Trade L/Cs Outstanding** $ _____

12. **Total of FX, SBLC, BA, and Bill of Lading Guarantee Exposures** $ _____

13. **Net Availability (Line 9 minus the total of Lines 10, 11, & 12)** $ _____

The Company named in the box above labeled "Company Name" (the "Company"), by its duly authorized officer signing below, hereby certifies that (a) the information set forth in this certificate is true and correct as of the date(s) indicated herein and (b) the Company is in compliance with all terms and provisions in (i) the loan or other agreement between the Company and Fleet pursuant to which this certificate is delivered (the "Agreement") and (ii) any and all documents, instruments and agreements evidencing, governing or securing the Agreement or otherwise executed in connection therewith.

_____ _____

Prepared by **Authorized Signature (1)**

(1) If this document is being transmitted electronically, the Borrower acknowledges that by entering the name of its duly authorized officer, that officer has reviewed the Certificate and affirmed the representations and warranties referenced above.

ANSONIA COPPER & BRASS
BORROWING BASE REPORT
DATE: 9/25/2004

Blue numbers equals Formula Cell, no input required.

TEST ONE

				(000'S)			
	A) CONSIGNMENT:						
1	Total Inventory Pounds						
2	Less: Toll Pounds						
3	Less: Off Premise Pounds						
4	**Total Eligible Pounds (A)**						-
5	Maximum Eligible Pounds						**8,000**
6	Copper Price And Date	(b)	**Date:**	9/28/2004	**Price**	$	1.25
7	**Total Copper Value**	**(axb)**				**$**	-
8	Total Copper Available X 100%					**$**	-
9	Total Consignment Pounds (Max of 8,000)						
10	**Total Consignment Borrowings (In Dollars) (C)**					**$**	-
11	Surplus/<Shortfall>						-

Test Two

	B) Dollar Inventory Advance:						
12	Eligible Owned Copper Pounds						
13	**Eligible Owned Copper Pounds X Copper Price X 65% (D)**					**$**	-
14	Eligible Nickel Pounds						
15	Nickel Price And Date		**Date:**	9/28/2004	**Price**	$	
16	**Eligible Nickel Pounds X Nickel Price X 50% (E)**					**$**	-
17	**Eligible Copper Dollars Plus Eligible Nickel Dollars (D+E)**					**$**	-
18	**Total Dollar Loan Outstanding (F)**					**$**	
19	Surplus/<Shortfall>						-

Test Three

	C) Overall Availability						
20	**Total Consignment And Dollar Outstandings (C+F)**					**$**	-
21	**Maximum Line Availabilty**					**$**	**12,000**
22	**Surplus/<Shortfall>**					**$**	**12,000**

EXHIBIT J

Capital Structure

1. Common Stock:

Issued and Outstanding (Authorized – 130,000 shares at par value of $.001)	18,842 owned by Raymond L. McGee (15% of outstanding capital stock of ACB)

2. Series A Convertible Preferred Stock:

Authorized, Issued, and Outstanding (at par value $.001)	106,677 owned by Primac Ansonia LLC** (85% of outstanding capital stock of ACB)

** Primac Ansonia LLC is majority owned and controlled by Charles E. Pompea

EXHIBIT K

Capitalized Leases

Lessor	Purpose	Beginning Date	Ending Date	Original Amount
CitiCapital	Waterbury Lighting	Jan-03	Apr-05	47,353

EXHIBIT L

Operating Leases

Lessor	Purpose	Beginning Date	Ending Date	Original Amount
Patriot Commercial Leasing	Oxygen Determinator	Nov-02	Jul-04	46,486
Wells Fargo	Kyroceramita Copier	Jun-03	Sep-06	4,719
GE Capital	Ricoh Aficio Copier	Jul-04	Jun-06	12,288
GE Capital	04 Chrysler Concorde	Dec-03	Nov-08	21,975
GE Capital	04 Jeep Cherokee	Apr-04	Mar-09	25,266

EXHIBIT M

Collective Bargaining Agreements

1. Five year (5) Agreement between Ansonia Copper & Brass, Inc., Ansonia Plant, and the United Steelworkers of America, AFL-CIO, for and on behalf of the members of its Local Union, No. 6445
   Start date: October 16, 2003 Termination date: October 19,2008
2. Five year (5) Agreement between Ansonia Copper & Brass, Inc., Waterbury Tube Mill, and Local 376, affiliated with the Union United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.)
   Start date: March 1, 2004 Termination date: March 2, 2009

EXHIBIT N

Fleet Capital

A FleetBoston Financial Company

Collateral Update Certificate

Company Name:	Date: / /

1. **Period End Accounts Receivable as of ____/____/____** $ _____

2. **Accounts Receivable Ineligibles as of ____/____/____**

Accounts over_____days from Due / Invoice Date (CIRCLE ONE)	$ _____	
Intercompany Accounts	$ _____	
Government Accounts	$ _____	
Contra Accounts	$ _____	
Foreign Accounts	$ _____	
_____% Cross-aging Exclusion	$ _____	
Other _____	$ _____	
Other _____	$ _____	
TOTAL INELIGIBLES		$ _____

3. **Eligible Accounts Receivable (Line 1 minus Line 2)** $ _____

4. **Accounts Receivable Advance Rate** _____ %

5. **Accounts Receivable Availability (Line 3 times Line 4)** $ _____

6. **Inventory as of / / Source:**

Type	Gross Amount	(-) Ineligible	(X) Adv	(=) Available or CAP
Total Inventory Availability				$

7. **Other Availability** _____ $ _____

8. **Other Availability** _____ $ _____

9. **Total Gross Availability** **(The lesser of the total of Lines 5, 6, 7 and 8 or Credit Line of $_____)** $ _____

10. **Loan Balance** $ _____

11. **Trade L/Cs Outstanding** $ _____

12. **Total of FX, SBLC, BA, and Bill of Lading Guarantee Exposures** $ _____

13. **Net Availability (Line 9 minus the total of Lines 10, 11, & 12)** $ _____

The Company named in the box above labeled "Company Name" (the "Company"), by its duly authorized officer signing below, hereby certifies that (a) the information set forth in this certificate is true and correct as of the date(s) indicated herein and (b) the Company is in compliance with all terms and provisions in (i) the loan or other agreement between the Company and Fleet pursuant to which this certificate is delivered (the "Agreement") and (ii) any and all documents, instruments and agreements evidencing, governing or securing the Agreement or otherwise executed in connection therewith.

_____ _____

Prepared by **Authorized Signature (1)**

(1) If this document is being transmitted electronically, the Borrower acknowledges that by entering the name of its duly authorized officer, that officer has reviewed the Certificate and affirmed the representations and warranties referenced above.

EXHIBIT O

LITIGATION

Ansonia Copper & Brass, Inc. ("AC&B") is the defendant in a suit brought by Cavco Machine Tool Rebuilding, LLC ("Cavco") in the Superior Court of Litchfield, Connecticut (Docket No.: CV-03-0090650-S). Cavco has alleged that AC&B owes it approximately $31,000.00 for work performed by Cavco on certain AC&B equipment. AC&B intends to defend this suit vigorously and believes that it has meritorious defenses and/or counterclaims. On September 17, 2003, the Court granted in part AC&B's request for Cavco to revise its complaint. Cavco has not yet revised its complaint in compliance with the Court's Order. No other action has been taken on this case since the Court's Order.

United Steelworkers of America. On or about May 23, 2002, United Steelworkers of America, Local 6445 ("Union"), submitted for arbitration to the American Arbitration Association ("AAA") three grievances alleging that the Company improperly subcontracted maintenance and construction work in violation of the relevant labor agreement between the parties. On or about January 15, 2003 the parties attended a hearing before a duly appointed arbitrator to initially decide the extent of the Company's subcontracting obligations. On or about February 17, 2003, the arbitrator issued an award finding that the Company was solely required to notify the Union of its intention to subcontract work. On or about October 16, 2003, the parties agreed to hold all three grievances in abeyance for up to one year pending their further review of these matters. While the parties have yet to resolve these grievances, the AAA has placed all three grievances on its inactive status list. If the parties do not reactivate these matters before October 16, 2004, the AAA shall mark these grievances as closed. In the event the parties proceed to arbitration on these matters, the Company intends to vigorously defend against the Union's claims. At this juncture, an evaluation of potential loss resulting from an unfavorable outcome cannot be made.

Walter Bilsky. On or about October 20, 2003, Walter Bilsky, a former employee of the Company, filed a complaint in Connecticut State Superior Court, Judicial District of Waterbury, seeking to recover damages against the Company for his alleged injuries under claims sounding in assault and battery, negligence and failure to provide a safe workplace. On or about December 8, 2003, the Company moved to strike all claims asserted against it by Mr. Bilsky. On or about February 25, 2004, the Court granted the Company's motion in all respects, but permitted Mr. Bilsky to replead his claims. On or about March 10, 2004, Mr. Bilsky filed an amended complaint asserting almost identical claims against the Company. The parties are currently in the discovery phase of this litigation and the Company intends to vigorously defend against Mr. Bilsky's claims. At this juncture, an evaluation of potential loss resulting from an unfavorable outcome cannot be made.

Robert Downer. On or about October 29, 2003, Robert Downer, a former employee of the Company, filed a complaint in the United States District Court, District of Connecticut, alleging that the Company terminated his employment due to his purported disability in violation of several federal and state anti-discrimination statutes and in breach of purported employment agreements. On January 9, 2004, the Company filed its answer denying Mr. Downer's claims in their entirety. The parties are currently engaged in the discovery process. At this juncture, an

evaluation of potential loss resulting from an unfavorable outcome cannot be made. The Company intends to vigorously defend against Mr. Downer's claims.

AMENDMENT NO. 1 TO LOAN AND CONSIGNMENT AGREEMENT, SECURITY AGREEMENT AND LIMITED GUARANTY AGREEMENT, AND RESERVATION OF RIGHTS

This AMENDMENT NO. 1 TO LOAN AND CONSIGNMENT AGREEMENT, SECURITY AGREEMENT AND LIMITED GUARANTY AGREEMENT, AND RESERVATION OF RIGHTS (this "Amendment") is dated as of May 31, 2006, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), Raymond L. McGee (the "Guarantor"), and BANK OF AMERICA, N.A.., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation.

WHEREAS, Fleet Precious Metals Inc. ("FPM"), Fleet Capital Corporation ("FCC") and the Company are parties to (i) a Loan and Consignment Agreement dated as of October 1, 2004 (the "Loan Agreement") and (ii) a Security Agreement dated as of October 1, 2004 (the "Security Agreement"); and

WHEREAS, the Guarantor is a party to a Limited Guaranty Agreement dated as of October 1, 2004 (the "Guaranty Agreement") in favor of FPM and FCC; and

WHEREAS, each of FPM and Banc of America Leasing & Capital, LLC, successor to FCC, has assigned to Bank of America, N.A. all right, title and interest of FPM and FCC in, to and under the Loan Agreement, the Security Agreement and the Guaranty Agreement; and

WHEREAS, the Company, the Guarantor and Bank of America, N.A. have agreed to amend certain provisions of the Loan Agreement, Security Agreement and Guaranty Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Acknowledgment of Assignment. The Company and the Guarantor acknowledge the assignment by each of FPM and Banc of America Leasing & Capital, LLC, successor to FCC, to Bank of America, N.A. of all right, title and interest of FPM and FCC in, to and under the Loan Agreement, the Security Agreement and the Guaranty Agreement, and agree that Bank of America, N.A. shall be deemed to be a party to and to be entitled to all of the rights, interests and benefits of FPM and FCC in, to and under the Loan Agreement, the Security Agreement and the Guaranty Agreement.

3. Amendments to Loan Agreement.

(a) The Loan Agreement is hereby amended by replacing all references to FPM and FCC in the Loan Agreement with appropriate references to Bank of America, N.A.

(b) The Loan Agreement is hereby further amended by deleting Paragraph 1.19 in its entirety and replacing it with the following new Paragraph 1.19:

"1.19 'Consignment Limit' means:

(a) the lesser of:

(i) during the period (x) from April 26, 2006 through July 25, 2006 an amount equal to (1) Fourteen Million Seven Hundred Fifty Thousand Dollars ($14,750,000) minus (2) the Revolving Loan B Indebtedness, and (y) from and after July 26, 2006 an amount equal to (1) Twelve Million Dollars ($12,000,000) minus (2) the Revolving Loan B Indebtedness; or

(ii) the value (as determined in accordance with Paragraph 2.2 hereof) of Five Million (5,000,000) pounds of Base Metal; or

(b) such limit as the Lender and the Company may agree upon from time to time as evidenced by an amendment to this Loan Agreement duly executed by the Lender and the Company; or

(c) such other limit as Lender may approve in its sole reasonable discretion."

(c) The Loan Agreement is hereby further amended by deleting Paragraph 1.54 in its entirety and replacing it with the following new Paragraph 1.54:

"1.54 'Lender' and 'Lenders' means Bank of America, N.A., and its successors and assigns."

(d) The Loan Agreement is hereby further amended by deleting the last sentence of Paragraph 14.27 in its entirety and replacing it with the following new sentence:

"The Company's Fiscal quarters shall be (x) the periods of three consecutive months ending August 31, 2004, November 30, 2004, February 28, 2005, May 31, 2005, August 31, 2005 and November 30, 2005, and (y) the periods of three consecutive months ending on the last day of February, May, August and November of 2006 and each year thereafter."

4. Amendments to Security Agreement. The Security Agreement is hereby amended by replacing all references to FCC, the Bank and FPM with appropriate references to Bank of America, N.A. For avoidance of doubt, the parties acknowledge and agree that the terms "Secured Party" and "Secured Parties" under the Security Agreement shall each be deemed to refer to Bank of America, N.A.

5. Amendments to Guaranty Agreement. The Guaranty Agreement is hereby amended by replacing all references to FCC and FPM with appropriate references to Bank of America, N.A. For avoidance of doubt, the parties acknowledge and agree that the terms "Lender" and "Lenders" under the Guaranty Agreement shall each be deemed to refer to Bank of America, N.A.

6. Reservation of Rights. By letter dated October 27, 2005 from FPM and Bank of America, N.A. to the Company and the Guarantor (the "October 27, 2005 Letter"), FPM and Bank of America, N.A. advised the Company and the Guarantor that (a) Events of Default have occurred under the Loan Agreement as a result of the failure of the Company to maintain the minimum Fixed Charge Coverage Ratio required by Paragraph 14.27 of the Loan Agreement for the periods ended May 31, 2005 and August 31, 2005, (b) as a result of the occurrence and continuance of such Events of Defaults, FPM and Bank of America, N.A. had the right to exercise various rights and remedies, including the rights of

acceleration and enforcement of rights against the Company as a secured creditor, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to discontinue LIBOR Rate Loans and Fixed Rate Consignments, and the right to terminate the credit and loan facilities under the Loan Agreement (collectively, the "Event of Default Rights"), and (c) as of the date of the October 27, 2005 Letter, FPM and Bank of America, N.A. had elected not to exercise any of the Event of Default Rights but were expressly reserving their rights to exercise any and all Event of Default Rights at any time in the future. The Company and the Guarantor hereby acknowledge that (i) the Events of Default described in the October 27, 2005 cannot be cured and have not been waived by the Lender, (ii) additional Events of Default have occurred since the date of the October 27, 2005 Letter, including, Events of Default arising from the Company's failure to maintain the minimum Fixed Charge Coverage Ratio required under Paragraph 14.27 of the Loan Agreement for the periods ended November 30, 2005 and February 28, 2006, which Events of Default cannot be cured and have not been waived by the Lender, (iii) it is likely that the Company will fail to maintain the minimum Fixed Charge Coverage Ratio required under Paragraph 14.27 of the Loan Agreement for the period ending May 31, 2006, which failure will constitute a further Event of Default, and (iv) nothing in this Amendment or in any discussions between Bank of America, N.A. and the Company or between Bank of America, N.A. and the Guarantor shall be construed as, and no failure or delay in exercising any of the Event of Default Rights shall operate as, a waiver of any existing Events of Default, or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to Bank of America, N.A. under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

7. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the receipt by Bank of America, N.A. of counterparts of this Amendment executed by each of the Company and the Guarantor.

8. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents (a) to the Loan Agreement shall mean the Loan Agreement as amended hereby, (b) to the Security Agreement shall mean the Security Agreement as amended hereby, and (c) to the Guaranty Agreement shall mean the Guaranty Agreement as amended hereby . The Company and the Guarantor hereby ratify, affirm, acknowledge and agree that the Loan Agreement and the Security Documents represent the valid, enforceable and collectible obligations of the Company and the Guarantor, and the Company and the Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement or the Security Documents. The Company and the Guarantor hereby agree that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of Bank of America, N.A., and such security interests, liens and rights are hereby ratified and confirmed by the Company and the Guarantor in all respects.

9. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and the Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Bank of America, N.A., and, to the extent that the Company or the Guarantor have any such rights, the Company and the Guarantor hereby release, waive, and forever discharge Bank of America, N.A. (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against Bank of America, N.A.

10. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by Bank of America, N.A. in connection with this Amendment and the transactions contemplated hereby.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name: S.A. TURNER
Title: V.P. - FINANCE & CFO

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezerins
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name:
Title:

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezerins
Title: Senior Vice President

AMENDMENT NO. 2 TO LOAN AND CONSIGNMENT AGREEMENT, AND RESERVATION OF RIGHTS

This AMENDMENT NO. 2 TO LOAN AND CONSIGNMENT AGREEMENT, AND RESERVATION OF RIGHTS (this "Amendment") is dated as of July 19, 2006, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), Raymond L. McGee (the "Guarantor"), and BANK OF AMERICA, N.A.., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation.

WHEREAS, Fleet Precious Metals Inc. ("FPM"), Fleet Capital Corporation ("FCC") and the Company are parties to a Loan and Consignment Agreement dated as of October 1, 2004, as previously amended (the "Loan Agreement"); and

WHEREAS, each of FPM and Banc of America Leasing & Capital, LLC, successor to FCC, has assigned to Bank of America, N.A. all right, title and interest of FPM and FCC in, to and under the Loan Agreement; and

WHEREAS, the Company, the Guarantor and Bank of America, N.A. have agreed to amend certain provisions of the Loan Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Amendments to Loan Agreement. The Loan Agreement is hereby amended by deleting Paragraphs 1.19, 1.78, 1.80, 1.82 and 1.84 in their entirety and replacing them with the following new Paragraphs 1.19, 1.78, 1.80, 1.82 and 1.84:

"1.19 'Consignment Limit' means:

(a) the lesser of:

(i) during the period (x) from April 26, 2006 through August 23, 2006 an amount equal to (1) Fourteen Million Seven Hundred Fifty Thousand Dollars ($14,750,000) minus (2) the Revolving Loan B Indebtedness, and (y) from and after August 24, 2006 an amount equal to (1) Twelve Million Dollars ($12,000,000) minus (2) the Revolving Loan B Indebtedness; or

(ii) the value (as determined in accordance with Paragraph 2.2 hereof) of Five Million (5,000,000) pounds of Base Metal; or

(b) such limit as the Lender and the Company may agree upon from time to time as evidenced by an amendment to this Loan Agreement duly executed by the Lender and the Company; or

(c) such other limit as Lender may approve in its sole reasonable discretion."

"1.78 'Revolving Loan A Borrowing Limit' means the lesser of:

(a) during the period (i) from July 4, 2006 through August 23, 2006 an amount equal to (x) Nine Million Seven Hundred Fifty Thousand Dollars ($9,750,000) minus the (y) sum of (A) the Consignment Reserve and (B) the Forward Contract Reserve, and (ii) from and after August 24, 2006 an amount equal to (x) Eight Million Dollars ($8,000,000) minus the (y) sum of (A) the Consignment Reserve and (B) the Forward Contract Reserve; and

(b) the Borrowing Formula A minus the sum of (i) the Consignment Reserve and (ii) the Forward Contract Reserve."

"1.80 'Revolving Loan A Note' means the amended and restated promissory note of the Company payable to the order of the Lender in the form of Exhibit A-1 hereto, as the same may be amended from time to time."

"1.82 'Revolving Loan B Borrowing Limit' means the lesser of:

(a) during the period (i) from April 26, 2006 through August 23, 2006 an amount equal to (x) Fourteen Million Seven Hundred Fifty Thousand Dollars ($14,750,000) minus (y) the Consignment Facility Indebtedness, and (ii) from and after August 24, 2006 an amount equal to (x) Twelve Million Dollars ($12,000,000) minus (y) the Consignment Facility Indebtedness; and

(b) Borrowing Formula B."

"1.84 'Revolving Loan B Note' means the amended and restated promissory note of the Company payable to the order of the Lender in the form of Exhibit B-1 hereto, as the same may be amended from time to time."

3. Replacement of Exhibits. Exhibit A and Exhibit B to the Loan Agreement are hereby deleted and replaced with Exhibit A-1 and Exhibit B-1 attached hereto.

4. Reservation of Rights. By letter dated October 27, 2005 from FPM and Bank of America, N.A. to the Company and the Guarantor (the "October 27, 2005 Letter"), FPM and Bank of America, N.A. advised the Company and the Guarantor that (a) Events of Default have occurred under the Loan Agreement as a result of the failure of the Company to maintain the minimum Fixed Charge Coverage Ratio required by Paragraph 14.27 of the Loan Agreement for the periods ended May 31, 2005 and August 31, 2005, (b) as a result of the occurrence and continuance of such Events of Defaults, FPM and Bank of America, N.A. had the right to exercise various rights and remedies, including the rights of acceleration and enforcement of rights against the Company as a secured creditor, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to discontinue LIBOR Rate Loans and Fixed Rate Consignments, and the right to terminate the credit and loan facilities

under the Loan Agreement (collectively, the "Event of Default Rights"), and (c) as of the date of the October 27, 2005 Letter, FPM and Bank of America, N.A. had elected not to exercise any of the Event of Default Rights but were expressly reserving their rights to exercise any and all Event of Default Rights at any time in the future. The Company and the Guarantor hereby acknowledge that (i) the Events of Default described in the October 27, 2005 cannot be cured and have not been waived by the Lender, (ii) additional Events of Default have occurred since the date of the October 27, 2005 Letter, including, Events of Default arising from the Company's failure to maintain the minimum Fixed Charge Coverage Ratio required under Paragraph 14.27 of the Loan Agreement for the periods ended November 30, 2005 and February 28, 2006, which Events of Default cannot be cured and have not been waived by the Lender, (iii) it is likely that the Company will fail to maintain the minimum Fixed Charge Coverage Ratio required under Paragraph 14.27 of the Loan Agreement for the period ending May 31, 2006, which failure will constitute a further Event of Default, and (iv) nothing in this Amendment or in any discussions between Bank of America, N.A. and the Company or between Bank of America, N.A. and the Guarantor shall be construed as, and no failure or delay in exercising any of the Event of Default Rights shall operate as, a waiver of any existing Events of Default, or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to Bank of America, N.A. under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

5. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the receipt by Bank of America, N.A. of (i) counterparts of this Amendment executed by each of the Company and the Guarantor, and (ii) original Revolving Loan Notes executed by the Company in the forms of Exhibit A-1 and Exhibit B-1 hereto.

6. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and the Guarantor hereby ratify, affirm, acknowledge and agree that the Loan Agreement and the Security Documents represent the valid, enforceable and collectible obligations of the Company and the Guarantor, and the Company and the Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement or the Security Documents. The Company and the Guarantor hereby agree that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of Bank of America, N.A., and such security interests, liens and rights are hereby ratified and confirmed by the Company and the Guarantor in all respects.

7. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and the Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Bank of America, N.A., and, to the extent that the Company or the Guarantor have any such rights, the Company and the Guarantor hereby release, waive, and forever discharge Bank of America, N.A. (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against Bank of America, N.A.

8. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by Bank of America, N.A. in connection with this Amendment and the transactions contemplated hereby.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name: S. R. TURNER
Title: CEO

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezerins
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name:
Title:

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezerins
Title: Senior Vice President

EXHIBIT A-1

AMENDED AND RESTATED REVOLVING LOAN NOTE

$9,750,000.00

Original Date: October 1, 2004
Amended and Restated: July __, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **NINE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($9,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on October 1, 2007.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan Note A** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Fleet Precious Metals Inc., dated October 1, 2004 (hereinafter, as amended from time to time, the "**Loan and Consignment Agreement**"), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Revolving Loan Note dated October 1, 2004 in the face principal amount of $8,000,000 issued by the Borrower in favor of Fleet Capital Corporation.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Revolving Loan evidenced by this Note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

The Borrower may terminate the Loan and Consignment Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan and Consignment Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1 (f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Name:
Title:

EXHIBIT B-1

AMENDED AND RESTATED REVOLVING LOAN NOTE

$14,750,000.00

Original Date: October 1, 2004
Amended and Restated: July __, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Fleet Precious Metals Inc.) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **FOURTEEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($14,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on October 1, 2007.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan Note B** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, dated October 1, 2004 (hereinafter, as amended from time to time, the "**Loan and Consignment Agreement**"), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Revolving Loan Note dated October 1, 2004 in the face principal amount of $12,000,000 issued by the Borrower in favor of Fleet Precious Metals Inc.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Revolving Loan evidenced by this Note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

The Borrower may terminate the Loan and Consignment Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan and Consignment Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1 (f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Name:
Title:

AMENDMENT NO. 3 TO LOAN AND CONSIGNMENT AGREEMENT, AND RESERVATION OF RIGHTS

This AMENDMENT NO. 3 TO LOAN AND CONSIGNMENT AGREEMENT, AND RESERVATION OF RIGHTS (this "Amendment") is dated as of August 14, 2006, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), Raymond L. McGee (the "Guarantor"), and BANK OF AMERICA, N.A.., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation.

WHEREAS, Fleet Precious Metals Inc. ("FPM"), Fleet Capital Corporation ("FCC") and the Company are parties to a Loan and Consignment Agreement dated as of October 1, 2004, as previously amended (the "Loan Agreement"); and

WHEREAS, each of FPM and Banc of America Leasing & Capital, LLC, successor to FCC, has assigned to Bank of America, N.A. all right, title and interest of FPM and FCC in, to and under the Loan Agreement; and

WHEREAS, the Company, the Guarantor and Bank of America, N.A. have agreed to amend certain provisions of the Loan Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Amendments to Loan Agreement. The Loan Agreement is hereby amended by deleting Paragraphs 1.19, 1.78 and 1.82 in their entirety and replacing them with the following new Paragraphs 1.19, 1.78 and 1.82:

"1.19 'Consignment Limit' means:

(a) the lesser of:

(i) during the period (x) from August 1, 2006 through September 30, 2006 an amount equal to (1) Fourteen Million Dollars ($14,000,000) minus (2) the Revolving Loan B Indebtedness, and (y) from and after October 1, 2006 an amount equal to (1) Twelve Million Dollars ($12,000,000) minus (2) the Revolving Loan B Indebtedness; or

(ii) the value (as determined in accordance with Paragraph 2.2 hereof) of Five Million (5,000,000) pounds of Base Metal; or

(b) such limit as the Lender and the Company may agree upon from time to time as evidenced by an amendment to this Loan Agreement duly executed by the Lender and the Company; or

(c) such other limit as Lender may approve in its sole reasonable discretion."

"1.78 'Revolving Loan A Borrowing Limit' means the lesser of:

(a) during the period (i) from August 1, 2006 through September 30, 2006 an amount equal to (x) Nine Million Seven Hundred Fifty Thousand Dollars ($9,750,000) minus the (y) sum of (A) the Consignment Reserve and (B) the Forward Contract Reserve, and (ii) from and after October 1, 2006 an amount equal to (x) Eight Million Dollars ($8,000,000) minus the (y) sum of (A) the Consignment Reserve and (B) the Forward Contract Reserve; and

(b) the Borrowing Formula A minus the sum of (i) the Consignment Reserve and (ii) the Forward Contract Reserve."

"1.82 'Revolving Loan B Borrowing Limit' means the lesser of:

(a) during the period (i) from August 1, 2006 through September 30, 2006 an amount equal to (x) Fourteen Million Dollars ($14,000,000) minus (y) the Consignment Facility Indebtedness, and (ii) from and after October 1, 2006 an amount equal to (x) Twelve Million Dollars ($12,000,000) minus (y) the Consignment Facility Indebtedness; and

(b) Borrowing Formula B."

3. Reservation of Rights. By letter dated October 27, 2005 from FPM and Bank of America, N.A. to the Company and the Guarantor (the "October 27, 2005 Letter"), FPM and Bank of America, N.A. advised the Company and the Guarantor that (a) Events of Default have occurred under the Loan Agreement as a result of the failure of the Company to maintain the minimum Fixed Charge Coverage Ratio required by Paragraph 14.27 of the Loan Agreement for the periods ended May 31, 2005 and August 31, 2005, (b) as a result of the occurrence and continuance of such Events of Defaults, FPM and Bank of America, N.A. had the right to exercise various rights and remedies, including the rights of acceleration and enforcement of rights against the Company as a secured creditor, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to discontinue LIBOR Rate Loans and Fixed Rate Consignments, and the right to terminate the credit and loan facilities under the Loan Agreement (collectively, the "Event of Default Rights"), and (c) as of the date of the October 27, 2005 Letter, FPM and Bank of America, N.A. had elected not to exercise any of the Event of Default Rights but were expressly reserving their rights to exercise any and all Event of Default Rights at any time in the future. The Company and the Guarantor hereby acknowledge that (i) the Events of Default described in the October 27, 2005 cannot be cured and have not been waived by the Lender, (ii) additional Events of Default have occurred since the date of the October 27, 2005 Letter, including, Events of Default arising from the Company's failure to maintain the minimum Fixed Charge Coverage Ratio required under Paragraph 14.27 of the Loan Agreement for the periods ended November 30, 2005 and February 28, 2006, which Events of Default cannot be cured and have not been waived by the Lender, (iii) it is likely that the Company will fail to maintain the minimum Fixed Charge Coverage Ratio required under Paragraph 14.27 of the Loan Agreement for the period ending May 31, 2006, which failure will constitute a further Event of Default, and (iv) nothing in this Amendment or in any discussions between Bank of America, N.A. and the Company or between Bank of America, N.A. and the Guarantor shall be construed as, and no failure or delay in exercising any of the Event of Default Rights shall operate as, a waiver of any existing Events of Default, or any other Events of Default that may be

continuing or that may arise in the future, or of any other rights or remedies that may be available to Bank of America, N.A. under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

4. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the receipt by Bank of America, N.A. of counterparts of this Amendment executed by each of the Company and the Guarantor.

5. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and the Guarantor hereby ratify, affirm, acknowledge and agree that the Loan Agreement and the Security Documents represent the valid, enforceable and collectible obligations of the Company and the Guarantor, and the Company and the Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement or the Security Documents. The Company and the Guarantor hereby agree that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of Bank of America, N.A., and such security interests, liens and rights are hereby ratified and confirmed by the Company and the Guarantor in all respects.

6. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and the Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Bank of America, N.A., and, to the extent that the Company or the Guarantor have any such rights, the Company and the Guarantor hereby release, waive, and forever discharge Bank of America, N.A. (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against Bank of America, N.A.

7. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by Bank of America, N.A. in connection with this Amendment and the transactions contemplated hereby.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name: STEPHEN R. TURNER
Title: CEO

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name:
Title:

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: Lori Greenberg
Name: Lori Greenberg
Title: Vice President

AMENDMENT NO. 4 TO LOAN AND CONSIGNMENT AGREEMENT, AND RESERVATION OF RIGHTS

This AMENDMENT NO. 4 TO LOAN AND CONSIGNMENT AGREEMENT, AND RESERVATION OF RIGHTS (this "Amendment") is dated as of October 18, 2006, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), Raymond L. McGee (the "Guarantor"), and BANK OF AMERICA, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation.

WHEREAS, Fleet Precious Metals Inc. ("FPM"), Fleet Capital Corporation ("FCC") and the Company are parties to a Loan and Consignment Agreement dated as of October 1, 2004, as previously amended (the "Loan Agreement");

WHEREAS, each of FPM and Banc of America Leasing & Capital, LLC, successor to FCC, has assigned to Bank of America, N.A., as successor lender (the "Lender") all right, title and interest of FPM and FCC in, to and under the Loan Agreement;

WHEREAS, various Events of Default (as defined in the Loan Agreement) have occurred and are continuing under the Loan Agreement and, as a result of the occurrence and continuance of such Events of Default, the Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding obligations of the Company, the right to terminate all credit facilities under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to take enforcement actions against the Company and the right to make demand for payment upon the Guarantor;

WHEREAS, as of the date hereof, the Lender has elected not to exercise its rights against the Company or the Guarantor but expressly reserves the right to exercise any and all such rights at any time in the future; and

WHEREAS, the Company, the Guarantor and the Lender have agreed (i) to terminate the Consignment Facility, Forward Contract Facility and Revolving Loan B facility, (ii) increase the Revolving Loan A Borrowing Limit, (iii) modify the Borrowing Formula A, and (iv) modify and amend certain provisions of the Loan Agreement, all as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Termination of Certain Facilities; Conversion of Certain Obligations to Revolving Loan A Indebtedness. Effective October 18, 2006: (a) the Consignment Facility, Forward Contract Facility and Revolving Loan B shall be deemed terminated, (b) the Company shall no longer have the right to request consignments of, and the Lender shall no longer be obligated to consign to the Company, any Base Metal, (c) the Company shall no longer have the right to request, and the Lender shall no longer be obligated to make available to the Company, Advances under the Revolving Loan B, (d) the Company shall no longer have the right to request that the Lender enter into, and the Lender shall no longer be obligated to enter into, any Forward Contracts with the Company, and (e) all Obligations of Company under the Consignment Facility, Forward Contract Facility and Revolving Loan B (including, without limitation, the obligation of the Company to pay (i) the purchase price (computed in accordance with paragraph

2.3(f) of the Loan Agreement) for all Base Metal on consignment as of October 18, 2006, (ii) the principal balance, if any, outstanding under the Revolving Loan B, and (iii) all interest, if any, fees (including Consignment Fees) and other amounts owing to the Lender under the Consignment Facility, Forward Contract Facility and Revolving Loan B) shall automatically be converted into an Advance outstanding under the Revolving Loan A facility. The aggregate amount of the Obligations of the Company (as described in clause (e) above) under the Consignment Facility, Forward Contract Facility and Revolving Loan B as of October 18, 2006 are set forth on Schedule I to this Amendment.

3. Deletion of Certain Defined Terms in Section 1 of the Loan Agreement. Effective October 18, 2006, the Loan Agreement is hereby amended by deleting each of the following defined terms of the Loan Agreement in their entirety:

Paragraph/Section #	Heading/Defined Term
1.8	Borrowing Formula B
1.16	Consigned Base Metal
1.17	Consignment Facility
1.18	Consignment Facility Indebtedness
1.19	Consignment Limit
1.20	Consignment Period
1.21	Consignment Reserve
1.37	Fixed Consignment Fee
1.38	Fixed Rate Consignment
1.39	Floating Consignment Fee
1.40	Floating Rate Consignment
1.41	Forward Contract
1.42	Forward Contract Facility
1.43	Forward Contract Indebtedness
1.44	Forward Contract Limit
1.45	Forward Contract Reserve
1.62	LIBOR Rate
1.63	LIBOR Rate Loan
1.81	Revolving Loan B
1.82	Revolving Loan B Borrowing Limit
1.83	Revolving Loan B Indebtedness
1.84	Revolving Loan B Note

4. Replacement of Certain Defined Terms in Section 1 of the Loan Agreement. Effective October 18, 2006, the Loan Agreement is hereby amended by deleting each of the following defined terms and replacing them with the following new defined terms:

"1.4. 'Availability' means the amount of money which the Company is entitled to borrow from time to under the Revolving Loan A and equals (a) the Revolving Loan A Borrowing Limit minus (b) the sum of (i) the Revolving Loan A Indebtedness and (ii) any applicable reserves (without duplication of the general reserve described in clause (e) of the definition of "Borrowing Formula A")."

"1.7. 'Borrowing Formula A' means the sum of:

(a) eighty-five percent (85%) of Eligible Receivables, plus

(b) eighty-five percent (85%) of the value (as determined in accordance with Paragraph 2.2 of this Agreement) of the Base Metal content (not in excess of

Three Million Four Hundred Thousand (3,400,000) pounds) of Eligible Inventory, plus

(c) *sixty-five percent (65%) of the value (as determined in accordance with Paragraph 2.2 of this Agreement) of the Base Metal content (in excess of Three Million Four Hundred Thousand (3,400,000) pounds) of Eligible Inventory, plus*

(d) *fifty percent (50%) of the value (as determined in accordance with Paragraph 2.2 of this Agreement) of the Nickel content of Eligible Inventory, minus*

(e) *a general reserve equal in amount to (i) $300,000 during the first ten (10) days of each calendar month and (ii) $100,000 during the remainder of each calendar month;*

provided that the aggregate amount of (i) Base Metal that may be included in the Borrowing Base shall not exceed Four Million Five Hundred Thousand (4,500,000) pounds, and (ii) Nickel that may be included in the Borrowing Base shall not exceed Two Hundred Fifty Thousand (250,000) pounds.

The foregoing definition of "Borrowing Formula A" including advance formulas, shall remain in effect until amended by the Lender in its sole discretion."

"1.9. 'Borrowing Formula Certificate' means a certificate by a responsible officer of the Company, substantially in the form of Exhibit I-A hereto (or another form acceptable to the Lender) setting for the calculation of Borrowing Formula A, including a calculation of each component thereof, all in such detail as shall be satisfactory to the Lender; all calculations of Borrowing Formula A in connection with the preparation of any Borrowing Formula Certificate shall originally be made by the Company and certified to the Lender by an Authorized Representative; provided, that the Lender shall have the right to adjust, in its sole discretion, any such calculation."

"1.50. 'Interest Payment Date' means with respect to the Revolving Loan A, the Term Loan and the Equipment Loan, the first Business Day of each calendar month."

"1.51. 'Interest Period' means, initially, the period commencing on a Drawdown Date and ending on the last day of the calendar month, and, thereafter, the period commencing on the first day of the immediately succeeding calendar month and ending on the last day of such calendar month; provided that (i) if any Interest Period would end on a day that is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day, and (ii) no Interest Period shall end later than the Maturity Date."

"1.67. 'Maturity Date' means the earlier to occur of (a) December 31, 2006 and (b) the date the Lender elects to accelerate the maturity of the Obligations by written notice to the Company. Notwithstanding anything to the contrary set forth herein, in the Equipment Loan Note, the Term Note or any other document or instrument executed or delivered by the Company or the Lender prior to October 18, 2006, all Obligations of the Company of every kind (including, without limitation, obligations under the Revolving Loan A, the Term Loan and the Equipment Loan) shall be due and payable in full on the earlier to occur of (i) December 31, 2006 and (ii) the date the Lender elects to accelerate the maturity of the Obligations by written notice to the Company."

"1.78. 'Revolving Loan A Borrowing Limit' means the lesser of (a) Twenty Three Million Seven Hundred Fifty Thousand Dollars ($23,750,000) and (b) the Borrowing Formula A."

"1.80. 'Revolving Loan A Note' means the Second Amended and Restated Revolving Loan Note of the Company payable to the order of the Lender in the form of Exhibit A-1 hereto, as the same may be amended from time to time."

"1.85. 'Revolving Loan Notes' means the Revolving Loan A Note."

"1.86. 'Revolving Loans' means all Advances made by the Lender to the Company under the Revolving Loan A."

5. Deletion of Provisions Relating to Consignment Facility and Forward Contract Facility. Effective October 18, 2006, the Loan Agreement is hereby amended by deleting all terms and provisions in Sections 2 and 3 of the Loan Agreement, including, without limitation, paragraphs 2.1 through 2.12 and paragraphs 3.1 through 3.4.

6. Amendment of Certain Provisions in Section 4 of the Loan Agreement. Effective October 18, 2006, the following provisions in Section 4 of the Loan Agreement are hereby amended as follows:

(a) Paragraph 4.1 of the Loan Agreement is hereby amended by replacing paragraphs 4.1(a) and 4.1(b) of the Loan Agreement with the following new paragraphs 4.1(a) and 4.1(b):

"4.1. Revolving Loan A.

(a) Subject to the terms and conditions herein set forth, the Lender, in its sole discretion, will make Advances to the Company from time to time prior to the Maturity Date as are requested by the Company in the manner set forth herein, so long as the Revolving Loan A Indebtedness does not at any time exceed the Revolving Loan A Borrowing Limit, and, within the Revolving Loan A Borrowing Limit, the Company may borrow, repay and reborrow under this Paragraph 4.1(a); provided that the Lender may, at any time, in its sole discretion, so long as any Event of Default shall have occurred and be continuing, refuse to make any Advances to the Company for any reason. The Lender shall have the right to establish reserves from time to time in such amounts, and with respect to such matters, as the Lender, in its sole discretion, shall deem necessary or appropriate against the aggregate amount of Advances which the Company may otherwise be entitled to borrow under this Agreement.

(b) Subject to the terms and conditions herein set forth, the Lender, in its sole discretion, will issue Letters of Credit for the account of the Company; provided that (i) at no time shall (x) the Letter of Credit Indebtedness exceed the Letter of Credit Limit or (y) the Revolving Loan A Indebtedness exceed the Revolving Loan A Borrowing Limit, and (ii) the Lender may, at any time, in its sole discretion, so long as any Event of Default shall have occurred and be continuing, refuse to issue any Letters of Credit for the account of the Company for any reason. Any amounts paid by the Lender in connection with any Letter of Credit shall be treated as Advances under Revolving Loan A and shall bear interest in accordance with the terms hereof. Unless otherwise agreed by the Lender, no Letter of Credit shall have a maturity in excess of thirty (30) days or later than the Maturity Date."

(b) Paragraph 4.2 of the Loan Agreement is hereby deleted in its entirety.

(c) Paragraph 4.3 of the Loan Agreement is hereby amended by replacing said paragraph 4.3 with the following new paragraphs 4.3:

"4.3. Revolving Loan Note.

The Revolving Loan A will be evidenced by the Revolving Note A of the Company in the form attached hereto as Exhibit A-1, the terms of which are incorporated into and made part of this Agreement."

(d) Paragraphs 4.4(a) through 4.4(f) of the Loan Agreement are hereby amended by replacing said paragraphs 4.4(a) through 4.4(f) with the following new single paragraph 4.4:

"4.4. Interest.

Commencing October 18, 2006, the outstanding principal balance of each Advance under the Revolving Loan A shall bear interest at a rate per annum equal to the Prime Rate plus one and three

quarters of one percent (1.75%). The Company shall pay interest on the Revolving Loan A, in arrears on each Interest Payment Date. The Company shall have the right to prepay the Revolving Loan A Indebtedness at any time without premium or penalty."

(e) Paragraphs 4.5(a) and 4.5(b) of the Loan Agreement are hereby amended by replacing said paragraphs 4.5(a) and 4.5(b) with the following new single paragraph 4.5:

"4.5. Letter of Credit Fees.

Commencing October 18, 2006, the Company shall pay to the Lender, for all Letters of Credit issued by the Lender, a fee equal to three and three quarters of one percent (3.75%) per annum of the aggregate face amount of such Letters of Credit, plus all normal and customary charges associated with the issuance thereof, which fees and charges shall be deemed fully earned upon issuance of each Letter of Credit, shall be due and payable on the first Business Day of each month and shall not be subject to rebate or proration."

7. Amendment of Certain Provisions in Section 5 of the Loan Agreement. Effective October 18, 2006, the following provisions in Section 5 of the Loan Agreement are hereby amended as follows:

(a) Paragraph 5.2 of the Loan Agreement is hereby amended by replacing said paragraph 5.2 with the following new paragraph 5.2:

"5.2. Principal.

The Company shall pay the principal balance of the Term Note in equal consecutive installments of principal in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) on the first Business Day of each of November, 2006 and December, 2006, with a final payment of all outstanding principal and unpaid interest on the Maturity Date."

(b) Paragraphs 5.3(a) through 5.3(f) of the Loan Agreement are hereby amended by replacing said paragraphs 5.3(a) through 5.3(f) with the following new single paragraph 5.3:

"5.3. Interest.

Commencing October 18, 2006, the outstanding principal balance of the Term Loan shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). The Company shall pay interest on the outstanding principal balance of the Term Loan, in arrears on each Interest Payment Date. The Company shall have the right to prepay the Term Loan at any time without premium or penalty."

8. Amendment of Certain Provisions in Section 6 of the Loan Agreement. Effective October 18, 2006, the following provisions in Section 6 of the Loan Agreement are hereby amended as follows:

(a) Paragraphs 6.1(b) of the Loan Agreement is hereby amended by replacing said paragraph 6.1(b) with the following new paragraph 6.1(b):

"(b) Notwithstanding anything to the contrary set forth herein, the Company shall have no right to make any requests for further Equipment Loans."

(b) Paragraphs 6.2(a) through 6.2(c) of the Loan Agreement are hereby amended by replacing said paragraphs 6.2(a) through 6.2(c) with the following new single paragraph 6.2:

"6.2. Principal.

The Company shall pay the aggregate principal balance of all outstanding Equipment Loans in equal consecutive installments of principal in the amount of Three Thousand Nine Hundred Ninety Three and 92/100 Dollars ($3,993.92) on the first Business Day of each of November, 2006 and December, 2006, with a final payment of all outstanding principal and unpaid interest on the Maturity Date."

(c) Paragraphs 6.3(a) through 6.3(f) of the Loan Agreement are hereby amended by replacing said paragraphs 6.3(a) through 6.3(f) with the following new single paragraph 6.3:

"6.3. Interest.

Commencing October 18, 2006, the outstanding principal balance of all outstanding Equipment Loans shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). The Company shall pay interest on the outstanding principal balance of the Equipment Loans, in arrears on each Interest Payment Date. The Company shall have the right to prepay the Equipment Loans at any time without premium or penalty."

9. Deletion of Certain Provisions Relating to LIBOR Options. Effective October 18, 2006, the Loan Agreement is hereby amended by deleting all terms and provisions in Section 7 of the Loan Agreement, including, without limitation, paragraphs 7.1 through 7.6.

10. Replacement of Exhibits. Exhibit A-1 and Exhibit I to the Loan Agreement are hereby deleted and replaced with Exhibit A-1 and Exhibit I-A attached hereto.

11. Reservation of Rights. By letter dated October 27, 2005 from FPM and the Lender to the Company and the Guarantor (the "October 27, 2005 Letter"), FPM and the Lender advised the Company and the Guarantor that (a) Events of Default have occurred under the Loan Agreement as a result of the failure of the Company to maintain the minimum Fixed Charge Coverage Ratio required by Paragraph 14.27 of the Loan Agreement for the periods ended May 31, 2005 and August 31, 2005, (b) as a result of the occurrence and continuance of such Events of Defaults, FPM and the Lender had the right to exercise various rights and remedies, including, without limitation, the rights of acceleration and enforcement of rights against the Company as a secured creditor, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan Agreement, the right not to extend further credit under the Loan Agreement, and the right to terminate the credit and loan facilities under the Loan Agreement (collectively, the "Event of Default Rights"), and (c) as of the date of the October 27, 2005 Letter, FPM and the Lender had elected not to exercise any of the Event of Default Rights but were expressly reserving their rights to exercise any and all Event of Default Rights at any time in the future. By their prior execution of amendments to the Loan Agreement the Company and the Guarantor acknowledged, and the Company and the Guarantor, by their execution of this Amendment, hereby further acknowledge that (i) the Events of Default described in the October 27, 2005 cannot be cured and have not been waived by the Lender, (ii) additional Events of Default have occurred since the date of the October 27, 2005 Letter, which Events of Default cannot be cured and have not been waived by the Lender, and (iii) nothing in this Amendment or in any discussions between the Lender and the Company or between the Lender and the Guarantor shall be construed as, and no failure or delay in exercising any of the Event of Default Rights shall operate as, a waiver of any existing Events of Default, or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to the Lender under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

12. Condition to Effectiveness; Post-Closing Covenant. The effectiveness of this Amendment shall be subject to the receipt by the Lender of each of the following: (a) counterparts of this Amendment executed by each of the Company and the Guarantor; (b) an original Revolving Loan Note executed by the Company in the form of Exhibit A-1 hereto; (c) a certificate of the Secretary of Company as to (i) the names, titles and signatures of the officers of the Company authorized to execute this Amendment and the Revolving Loan Note on behalf of the Company, and (ii) the resolutions duly adopted by the Directors of the Company authorizing the execution and delivery of this Amendment and the Revolving Loan Note and the performance by the Company of its obligations hereunder and thereunder; and (d) an opinion of legal counsel to the Company and the Guarantor as to the due execution, delivery and enforceability of this Amendment and the Revolving Loan Note, the continuing enforceability of the Guaranty Agreement,

and the continuing validity and perfection of the security interests granted in favor of the Lender. The Company further covenants and agrees to use its best efforts to cause the following actions to be taken as soon as practicable following the execution and delivery of this Amendment: (x) a mortgage, in form and substance acceptable to the Lender, with respect to the Company's real property located in Ansonia, Connecticut, and securing all Obligations of the Company to the Lender (the "Ansonia Property Mortgage"), to be recorded with the applicable recording office, (y) a title insurance policy to be issued in favor of the Lender with respect to the Ansonia Property Mortgage by a title insurer acceptable to the Lender in an amount acceptable to the Lender, and (z) an opinion of the Company's counsel to be delivered to Lender with respect to the execution, delivery and enforceability of the Ansonia Property Mortgage.

13. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and the Guarantor hereby ratify, affirm, acknowledge and agree that the Loan Agreement and the Security Documents represent the valid, enforceable and collectible obligations of the Company and the Guarantor, and the Company and the Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement or the Security Documents. The Company and the Guarantor hereby agree that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of the Lender, and such security interests, liens and rights are hereby ratified and confirmed by the Company and the Guarantor in all respects, and secure all Obligations of the Company to the Lender.

14. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and the Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Bank of America, N.A., and, to the extent that the Company or the Guarantor have any such rights, the Company and the Guarantor hereby release, waive, and forever discharge the Lender (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against the Lender.

15. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by the Lender in connection with this Amendment and the transactions contemplated hereby.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name: S. R. TURNER
Title: CEO & VICE PRESIDENT - FINANCE

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name:
Title:

GUARANTOR

_____
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezerins
Title: SVP

SCHEDULE I
to
Amendment No. 4

Ansam Metals
Payoff as of : **10/18/2006**

Facility	**Pounds**		**Amount**
Copper Consignment	3,400,000.000		
LME Sale	(2,400,000.000)	$3.4450	$8,268,000.00
COMEX Sale	(1,000,000.000)	$3.5810	$3,581,000.00
	0.000		

Current month 2006 floating copper consignment fees	$65,397.42
Prior month 2006 floating copper consignment fees	$0.00

Total metal fees = **$65,397.42**

Ansam Metals Dollar Grand Total : **$11,914,397.42**

EXHIBIT A-1

FORM OF
SECOND AMENDED AND RESTATED REVOLVING LOAN NOTE

$23,750,000.00

Original Date: October 1, 2004
Previously Amended and Restated: July 19, 2006
Further Amended and Restated: October 18, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on December 31, 2006.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan A Note** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Fleet Precious Metals Inc., dated October 1, 2004 (as amended from time to time, the "**Loan Agreement**"), and is entitled to all of the benefits and security of the Loan Agreement. All of the terms, covenants and conditions of the Loan Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Amended and Restated Revolving Loan Note dated July 19, 2006 in the face principal amount of $9,750,000 issued by the Borrower in favor of the Lender, which Amended and Restated Revolving Loan Note previously amended and restated and was previously issued in substitution for and replacement of that certain original Revolving Loan Note dated October 1, 2004 in the face principal amount of $8,000,000 issued by the Borrower in favor of Fleet Capital Corporation.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate as more specifically provided in the Loan Agreement. The interest due shall be computed in the manner provided in the Loan Agreement.

Except as otherwise expressly provided in the Loan Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

The Borrower may terminate the Loan Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By:_____
Name:
Title:

Bank of America Higher Standards

Exhibit I-A Form of Borrowing Base Certificate

Company Name: Ansonia Copper & Brass	__/__/__	Certificate Number:

Blue numbers equals Formula Cell, no input required.

	(000's)			BoA Use Only
1. ACCOUNTS RECEIVABLE (Line 5 of previous BBC dated _____)			$	
2. Additions to Accounts Receivable since last BBC				
(A) Daily New Sales				
(B) Other Additions - (Explain)		$0.00		
(C) TOTAL ADDITIONS			$ $0.00 +	
3. Reductions to Accounts Receivable since last BBC				
(A) Daily Cash Collections				
(B) Discounts issued since last BBC				
(C) Credit Memos issued since last BBC				
(D) Other Reductions -explain				
(E) TOTAL REDUCTIONS			$ $0.00 -	
4. Other Adjustments to Accounts Receivable	Non-A/R (Explain)		$ +/-	
5. NEW ACCOUNTS RECEIVABLE BALANCE (Total of Lines 1, 2C, 3E, and 4)			$ **$0.00**	
6. Total Ineligible Accounts (Line 2 of previous Collateral Update Certificate dated _____)			$	
7. Eligible Accounts Receivable (Line 5 minus Line 6)			$ $0.00	
8. Accounts Receivable Availability (85% of Line 7)			$ $0.00	
9. Inventory Availability (See Page 2, Line 17)			$	
10. Total Availability (Lines 8 + 9)			$ **$0.00**	
11 Total Other Reserves			$	
12. Total of Mark to Market Reserve Exposures			$ $0.00	
13. Gross availabilty (Line 10 less reserves from Lines 11 & 12)			$ $0.00	
14. Total Gross Availability (The lesser of Line 13 or Line limit of $23,750,000)			$ $0.00	
15. BEGINNING LOAN BALANCE			$	
16. Plus Borrowing requested			$ +	
17. Other Adjustments and Non-A/R cash applied to loan.			$0.00	
18. Ending Revolver Loan Balance (Line 15 plus Line 16 plus or minus Line 17)			$ **$0.00**	
19. NET AVAILABILITY (Line 14 minus Line 18)			$ $0.00	

*Explain: _____

The company named in the box above labeled "Company Name" (the "Company"), by its duly authorized officer signing below, hereby certifies that (a) the information set forth in this certificate is true and correct as of the date(s) indicated herein and (b) the Company is in compliance with all terms and provisions contained in (i) the loan or other agreement between the Company and Bank of America pursuant to which this certificate is delivered (the "Agreement") and (ii) any and all documents, instruments and agreements evidencing, governing or securing the Agreement or otherwise executed in connection therewith.

Prepared by: Authorized Signature: (1)

Rev. 7/14/04

(1) If this document is being transmitted electronically, the Borrower acknowledges that by entering the name of its duly authorized officer on the Certificate, that officer has reviewed the Certificate and affirmed the representations, warranties and certifications referenced above.

BORROWING BASE REPORT

Company Name: Ansonia Copper & Brass	/ /	Certificate Number:	0

Blue numbers equal Formula Cell, no input required.

1	Total Inventory Pounds				-
2	Less: Toll Pounds				-
3	Less: Off Premise Pounds				-
4	**Total Eligible Copper Pounds (A) capped at 4,500,000 pounds in total**				-
5	Maximum Copper Pounds Eligible for 85% advance rate				-
6	Copper Price And Date	**Date:**	**Price**	$	-
7	Total Copper Value (Line 5 x Line 6)			$	-
8	**Total Copper Available at 85%**			**$**	-
9	Eligible Owned Copper Pounds at 65% advance rate				-
10	Copper Price And Date	**Date:**	**Price**	$	-
11	Total Copper Value (Line 9 x Line 11)			$	-
12	**Total Copper Available at 65%**			**$**	-
13	Eligible Nickel Pounds capped at 250,000 pounds				-
14	Nickel Price And Date	**Date:**	**Price**	$	-
15	Total Nickel Value (Line 13 x Line 14)			$	-
16	**Total Nickel Available at 50%**			**$**	-
17	**Total Inventory Availability**			**$**	-

AMENDMENT NO. 5 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS

This AMENDMENT NO. 5 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS (this "Amendment") is dated as of December 11, 2006, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), Raymond L. McGee (the "Guarantor"), and BANK OF AMERICA, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation.

WHEREAS, Fleet Precious Metals Inc. ("FPM"), Fleet Capital Corporation ("FCC") and the Company are parties to a Loan and Consignment Agreement dated as of October 1, 2004, as previously amended (the "Loan Agreement");

WHEREAS, each of FPM and Banc of America Leasing & Capital, LLC, successor to FCC, has assigned to Bank of America, N.A., as successor lender (the "Lender") all right, title and interest of FPM and FCC in, to and under the Loan Agreement;

WHEREAS, various Events of Default (as defined in the Loan Agreement) have occurred and are continuing under the Loan Agreement and, as a result of the occurrence and continuance of such Events of Default, the Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding obligations of the Company, the right to terminate all credit facilities under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to take enforcement actions against the Company and the right to make demand for payment upon the Guarantor;

WHEREAS, as of the date hereof, the Lender has elected not to exercise its rights against the Company or the Guarantor but expressly reserves the right to exercise any and all such rights at any time in the future;

WHEREAS, the Company and the Guarantor (i) have entered into a Memorandum of Understanding with Industria Nacobre, S.A. DE C.V. ("Nacobre") with respect to, among other things, the proposed sale by the Company to Nacobre of certain property and assets of the Company (the "Proposed Nacobre Sale"), and (ii) are entering into definitive documentation with Ginsberg & Ginsberg, LLC, Trustee of the ABC Trust ("ABC Trust") with respect to the financing by ABC Trust of a $2,250,000 term loan (the "ABC Trust Term Loan") to the Company secured by first liens on the Company's real property and improvements thereon located in Ansonia and Waterbury, Connecticut (the "Real Property") and by a second lien on the Company's machinery and equipment (the "Machinery & Equipment") and guaranteed by the Guarantor; and

WHEREAS, the Company and the Guarantor have requested that (i) the Bank consent to the incurrence by the Company of the ABC Trust Term Loan and the grant of liens on the Real Property and Machinery & Equipment, (ii) the Bank agree to subordinate it liens on the Real Property to the liens to be granted to ABC Trust on the Real Property, and (iii) the Bank extend the Maturity Date (as defined in the Loan Agreement) from December 31, 2006 to March 31, 2007 to provide the Company and the Guarantor with additional time to negotiate the terms of the Proposed Nacobre Sale;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Consent to ABC Trust Term Loan. Subject to the satisfaction of the conditions set forth in Section 5 hereof the Bank hereby (a) consents to the incurrence by the Company of the ABC Trust Term Loan, (b) consents to the granting by the Company of Liens in favor of ABC Trust on the Real Property and the Machinery & Equipment as security for the ABC Trust Term Loan, (c) agrees to subordinate its lien on the Real Property to the Liens in favor of ABC Trust on the Real Property, subject to the execution and delivery by ABC Trust, the Company and the Lender of an Intercreditor Agreement, in form and substance satisfactory to the Lender (the "Intercreditor Agreement"), setting forth, among other things, the relative rights and priorities of ABC Trust and the Lender with respect to the Real Property, the Machinery & Equipment and the other property and assets of the Company, (d) consents to the execution and delivery by the Guarantor of a guaranty agreement in favor of ABC Trust with respect to the ABC Trust Term Loan, and (e) waives those provisions of the Loan Agreement and the Guaranty Agreement that would otherwise prohibit the Company and the Guarantor from entering into the transactions with ABC Trust described in the foregoing clauses (a), (b) and (d) of this Section 2.

3. Amendment of Definition of Maturity Date in Section 1.67 of the Loan Agreement. Subject to the satisfaction of the terms and conditions set forth in Section 5, hereof, effective on the Fifth Amendment Effective Date (as such term is defined in Section 5 hereof), Section 1.67 of the Loan Agreement is hereby amended by deleting Section 1.67 in its entirety and replacing it with the following new Section 1.67:

"1.67. 'Maturity Date' means the earlier to occur of (a) March 31, 2007 and (b) the date the Lender elects to accelerate the maturity of the Obligations by written notice to the Company. Notwithstanding anything to the contrary set forth herein, in the Equipment Loan Note, the Term Note or any other document or instrument executed or delivered by the Company or the Lender prior to December 11, 2006, all Obligations of the Company of every kind (including, without limitation, obligations under the Revolving Loan A, the Term Loan and the Equipment Loan) shall be due and payable in full on the earlier to occur of (i) March 31, 2007 and (ii) the date the Lender elects to accelerate the maturity of the Obligations by written notice to the Company."

4. Reservation of Rights. By letter dated October 27, 2005 from FPM and the Lender to the Company and the Guarantor (the "October 27, 2005 Letter"), FPM and the Lender advised the Company and the Guarantor that (a) Events of Default have occurred under the Loan Agreement as a result of the failure of the Company to maintain the minimum Fixed Charge Coverage Ratio required by Paragraph 14.27 of the Loan Agreement for the periods ended May 31, 2005 and August 31, 2005, (b) as a result of the occurrence and continuance of such Events of Defaults, FPM and the Lender had the right to exercise various rights and remedies, including, without limitation, the rights of acceleration and enforcement of rights against the Company as a secured creditor, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan Agreement, the right not to extend further credit under the Loan Agreement, and the right to terminate the credit and loan facilities under the Loan Agreement (collectively, the "Event of Default Rights"), and (c) as of the date of the October 27, 2005 Letter, FPM and the Lender had elected not to exercise any of the Event of Default Rights but were expressly reserving their rights to exercise any and all Event of Default Rights at any time in the future. By their prior execution of amendments to the Loan Agreement the Company and the Guarantor acknowledged, and the Company and the Guarantor, by their execution of this Amendment, hereby further acknowledge that (i) the Events of Default described in the October 27, 2005 cannot be cured and have not been waived by the Lender, (ii) additional Events of Default have occurred since the date of the October 27, 2005 Letter, which Events of Default cannot be cured and have not been waived by the Lender, and (iii) nothing in this Amendment or in any discussions between the Lender and the Company or between the Lender and the Guarantor shall be construed as, and no failure or delay in exercising any of the Event of Default Rights shall operate as, a waiver of any existing Events of Default,

or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to the Lender under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

5. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the receipt by the Lender of each of the following: (a) counterparts of this Amendment executed by each of the Company and the Guarantor; (b) true and completed copies of all documents executed by the Company or the Guarantor and ABC Trust with respect to the ABC Trust Term Loan; and (c) the Intercreditor Agreement, duly executed by ABC Trust, the Lender and the Company. The date on which the Lender confirms its receipt of and satisfaction with, all of the documents described in clauses (a), (b) and (c) of this Section 5, shall be referred to herein as the "Fifth Amendment Effective Date".

6. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and the Guarantor hereby ratify, affirm, acknowledge and agree that the Loan Agreement and the Security Documents represent the valid, enforceable and collectible obligations of the Company and the Guarantor, and the Company and the Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement or the Security Documents. The Company and the Guarantor hereby agree that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of the Lender, and such security interests, liens and rights are hereby ratified and confirmed by the Company and the Guarantor in all respects, and secure all Obligations of the Company to the Lender.

7. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and the Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Bank of America, N.A., and, to the extent that the Company or the Guarantor have any such rights, the Company and the Guarantor hereby release, waive, and forever discharge the Lender (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against the Lender.

8. Proposed Nacobre Sale. The Company and the Guarantor hereby acknowledge and agree that (i) the Lender has not consented to the Proposed Nacobre Sale and nothing set forth in this Amendment shall be deemed to constitute a consent by the Lender to the Proposed Nacobre Sale, and (ii) this Amendment in no way acts as a release or relinquishment of any rights, interests, claims or remedies that the Lender may have against the Company, the Guarantor or any of their properties or assets with respect to the Proposed Nacobre Sale or any other proposed sale, assignment or other disposition of any property or assets of the Company or the Guarantor (other than the incurrence by the Company of the ABC Trust Term Loan and the transactions related thereto which are expressly described herein).

9. Consent Fee. In consideration of the agreements of the Lender set forth herein, the Company and the Guarantor hereby acknowledge and agree that the Lender shall be entitled to receive from the Company a consent fee in the amount of $10,000 (the "Consent Fee"). The Consent Fee shall be deemed fully earned by the Lender on the date of execution of this Amendment and shall be due and payable in full in cash on the Fifth Amendment Effective Date or on such later date as the Lender, in its sole discretion, may otherwise agree.

10. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by the Lender in connection with this Amendment and the transactions contemplated hereby.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: RAYMOND L. MCGEE
Title: PRES/CEO

GUARANTOR

Raymond L. McGee
Raymond L. McGee

LENDER

BANK OF AMERICA, N.A.

By: Edgar Ezquenazi
Name: Edgar Ezquenazi
Title: SVP

AMENDMENT NO. 6 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS

This AMENDMENT NO. 6 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS (this "Amendment") is dated as of February __, 2006, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), Raymond L. McGee (the "Guarantor"), and BANK OF AMERICA, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation (the "Lender"), and amends that certain Loan and Consignment Agreement dated as of October 1, 2004, as previously amended, among the Company and the Lender (the "Loan Agreement").

WHEREAS, various Events of Default (as defined in the Loan Agreement) have occurred and are continuing under the Loan Agreement and, as a result of the occurrence and continuance of such Events of Default, the Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding obligations of the Company, the right to terminate all credit facilities under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to take enforcement actions against the Company and the right to make demand for payment upon the Guarantor;

WHEREAS, as of the date hereof, the Lender has elected not to exercise its rights against the Company or the Guarantor but expressly reserves the right to exercise any and all such rights at any time in the future;

WHEREAS, the Company has entered into (i) a Letter of Intent with Eugro International ("Eugro") with respect to the proposed sale (the "Eugro Proposed RE Sale") by the Company to Eugro of a portion of the land and certain buildings located at 75 Liberty Street, Ansonia Connecticut (the "Ansonia Property"), and (ii) a Memorandum of Understanding with United Stars Holdings, Inc. ("United Stars") with respect to the proposed sale (the "United Stars Proposed Sale") by the Company to United Stars of certain product lines and related technology, equipment and other personal property (the "United Stars Assets"); and

WHEREAS, the Company has requested that the Lender (i) consent to the Eugro Proposed RE Sale and agree to release its liens on the Ansonia Property to permit the Company to consummate the Eugro Proposed RE Sale, (ii) consent to the United Stars Proposed Sale and agree to release its liens on the United Stars Assets to permit the Company to consummate the United Stars Proposed Sale, and (iii) extend the Maturity Date (as defined in the Loan Agreement) from March 31, 2007 to May 31, 2007 to provide the Company with additional time to consummate the Eugro Proposed RE Sale and the United Stars Proposed Sale;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Consent to Eugro Proposed RE Sale. The Lender hereby consents to the Eugro Proposed RE Sale and agrees to release its liens on the Ansonia Property to permit the Company to consummate the Eugro Proposed RE Sale subject to those conditions set forth in Section 10 of this Amendment and subject to the following terms and conditions: (i) the Eugro Proposed RE Sale shall be consummated in two phases: (x) first, the Company shall sell or lease on a long term basis to Eugro that portion of the Ansonia

Property consisting of the administrative building and associated land (the "Administrative Building Sale"), and (y) second, the Company shall sell or lease on a long term basis to Eugro that portion of the Ansonia Property consisting of the rod mill and associated land and buildings (the "Rod Mill Sale"); (ii) the Company and Eugro shall enter into definitive documents with respect to the Administrative Building Sale (which definitive documents shall be in form and substance acceptable to the Lender) and close the Administrative Building Sale not later than March 15, 2007; and (iii) Eugro shall make a cash payment to the Company of $1,000,000 on the date of closing of the Administrative Building Sale which payment shall be utilized and/or applied by the Company as follows: (x) not more than $250,000 shall be utilized by the Company for moving and related costs and expenses, (y) not less than $250,000 shall be applied by the Company to prepay the Equipment Loan and the Term Loan owing to the Lender (such prepayment to be allocated between the Equipment Loan the Term Loan in such manner as the Lender deems appropriate), and (z) the remainder, which shall not be less than $500,000, shall be utilized by the Company to reduce trade accounts payable and reduce the outstanding Revolving Loans; (iv) the Company and Eugro shall enter into definitive documents with respect to the Rod Mill Sale (which definitive documents shall be reasonably acceptable in form and substance to the Lender) and close the Rod Mill Sale not later than May 15, 2007; and (v) Eugro shall make a cash payment to the Company of $2,500,000 on the date of closing of the Rod Mill Sale which payment shall be utilized and or applied by the Company as follows: (x) not more than $1,250,000 shall be applied by the Company to prepay the ABC Trust Term Loan, and (y) the remainder, which shall not be less than $1,250,000, shall be utilized by the Company to reduce trade accounts payable and reduce outstanding Revolving Loans.

3. Consent to United Stars Proposed Sale. The Lender hereby consents to the United Stars Proposed Sale and agrees to release its liens on the United Stars Assets to permit the Company to consummate the United Stars Proposed Sale subject to the conditions set forth in Section 10 of this Amendment and subject to the following terms and conditions: (i) the Company and United Stars shall enter into definitive documents with respect to the United Stars Proposed Sale (which definitive documents shall be in form and substance acceptable to the Lender) and shall close the United Stars Proposed Sale on or before April 16, 2007; (ii) United Stars shall make an initial $1,000,000 cash payment to the Company on or before April 16, 2007 (the "United Stars Initial Payment"), which United Stars Initial Payment shall be utilized by the Company as follows: (x) a portion of the United Stars Initial Payment shall be applied by the Company to repay in full the Equipment Loan and the Term Loan, and (y) the remainder of the United Stars Initial Payment shall be utilized by the Company to reduce trade accounts payable and reduce outstanding Revolving Loans; (iii) United Stars shall make an additional cash payment to the Company on or before April 16, 2007 (the "United Stars Receivables Payment") equal in amount to the net book value (less a holdback in an amount to be agreed upon by the Company and United Stars and acceptable to the Lender) of the accounts receivable then owing to the Company which relate to the technology, equipment and related assets purchased by United Stars, which United Stars Receivables Payment shall be utilized by the Company to reduce trade accounts payable and reduce outstanding Revolving Loans; and (iv) United Stars shall be obligated to make a subsequent payment to the Company after April 16, 2007 in the amount of $1,000,000 (the "United Stars Subsequent Payment"), which United Stars Subsequent Payment shall be utilized by the Company to reduce any remaining outstanding Revolving Loans and other Obligations due and owing from the Company to the Lender.

4. Extension of Maturity Date. Subject to the satisfaction of the terms and conditions set forth in Section 10, hereof, effective on the date of execution of this Amendment, the "Maturity Date" under the Loan Agreement shall be extended from March 31, 2007 to the earlier to occur of (a) May 31, 2007 and (b) the date the Lender elects to accelerate the maturity of the Obligations by written notice to the Company. Notwithstanding anything to the contrary set forth in this Amendment, in the Equipment Loan Note, the Term Note or any other document or instrument executed or delivered by the Company or the Lender prior to the date of this Amendment, all Obligations of the Company of every kind (including, without limitation, obligations under the Revolving Loan A, the Term Loan and the Equipment Loan)

shall be due and payable in full on the earlier to occur of (i) May 31, 2007 and (ii) the date the Lender elects to accelerate the maturity of the Obligations by written notice to the Company.

5. Amendment of Borrowing Formula A. The definition of the term "Borrowing Formula A" shall be deleted from the Loan Agreement and replaced with the following new definition:

"Borrowing Formula A" means the sum of:

(a) eighty-five percent (85%) of Eligible Receivables, plus

(b) the Applicable Base Metal Advance Rate Percentage (as defined below) of the value (as determined in accordance with Paragraph 2.2 of this Agreement) of the Base Metal content of Eligible Inventory, plus

(c) fifty percent (50%) of the value (as determined in accordance with Paragraph 2.2 of this Agreement) of the Nickel content of Eligible Inventory, minus

(d) a general reserve equal in amount to (i) at all times prior to the earlier to occur of April 16, 2007 and the closing of the United Stars Proposed Sale (x) $300,000 during the first ten (10) days of each calendar month and (y) $100,000 during the remainder of each calendar month, (ii) at all times during the period beginning on the earlier to occur of (x) April 16, 2007 and (y) the closing the United Stars Proposed Sale, and ending on the date that the Company receives the United Stars Subsequent Payment, $350,000, and (iii) at all times after the Company receives the United Stars Subsequent Payment, $600,000;

provided that the aggregate amount of (i) Base Metal that may be included in Borrowing Formula A shall not exceed (x) 3,000,000 pounds at all times prior to February 28, 2007, (y) 2,500,000 pounds from March 1, 2007 through March 31, 2007, and (z) 2,200,000 pounds from and after April 1, 2007, and (ii) Nickel that may be included in Borrowing Formula A shall not exceed Two Hundred Fifty Thousand (250,000) pounds; and provided further that the Lender shall have the right, it is sole discretion, to reduce the maximum amount of Base Metal and/or Nickel that may be included in Borrowing Formula A at any time and from time to time by written notice to the Company.

The term "Applicable Base Metal Advance Rate Percentage" as used in the definition of Borrowing Formula A means (a) 80% at all times prior to the earlier of the May 15, 2007 and the closing of the Rod Mill Sale, (b) 70% at all times during the period beginning on the earlier of (x) May 15, 2007 and (y) the closing of the Rod Mill Sale, and ending on the date that the Company receives the United Stars Subsequent Payment, and (c) 65% at all times after the Company receives the United Stars Subsequent Payment; provided that the Lender shall have the right, in its sole discretion, to reduce the Applicable Base Metal Advance Rate Percentage at any time and from time to time by written notice to the Company.

6. Amendment of Revolving Loan A Borrowing Limit. The definition of the term "Revolving Loan A Borrowing Limit" shall be deleted from the Loan Agreement and replaced with the following new definition:

"Revolving Loan A Borrowing Limit" means the lesser of (a) the Maximum Revolving Commitment (as defined below) and (b) the Borrowing Formula A."

The term "Maximum Revolving Commitment" as used in the definition of Revolving Loan A Borrowing Limit means the amount set forth below opposite the period set forth below:

Period	Maximum Revolving Commitment
Prior to February 28, 2007	$15,500,000
March 1, 2007 – March 31, 2007	$14,000,000
April 1, 2007 – May 31, 2007	$13,000,000

provided that the Lender shall have the right, in its sole discretion, to reduce the Maximum Revolving Commitment at any time and from time to time by written notice to the Company.

7. Interest Rates. Effective as of the date of execution of this Amendment, the outstanding principal balance of (a) the Revolving Loans shall bear interest at a rate per annum equal to the Prime Rate plus one and three-quarters of one percent (1.75%), and (b) the outstanding principal balances of the Equipment Loan and the Term Loan shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%); provided that (i) if the United Stars Proposed Sale has not closed by April 16, 2007, then, during the period from April 16, 2007 through and including the date the United Stars Proposed Sale actually closes, the applicable interest rates set forth in clauses (a) and (b) above shall be increased by one percent (1.00%) above the rates set forth in clauses (a) and (b) above; and (ii) if the average weekly outstanding principal balance of the Revolving Loans determined as of Friday each calendar week below, exceeds the applicable Maximum Revolving Loan Balance set forth below opposite such calendar week, then, during the period beginning on the Friday of the calendar week that the average weekly outstanding principal balance of the Revolving Loans exceeded the applicable Maximum Revolving Loan Balance through and including the first Friday that the average weekly outstanding principal balance of the Revolving Loans no longer exceeds the applicable Maximum Revolving Loan Balance, the applicable interest rates set forth in clauses (a) and (b) above shall be increased by one percent (1.00%) above the rates set forth in clauses (a) and (b) above:

Calendar Week Ending	Maximum Revolving Loan Balance
2/9/07	$12,900,000
2/16/07	$12,650,000
2/23/07	$12,400,000
3/2/07	$11,300,000
3/9/07	$11,700,000
3/16/07	$11,100,000
3/23/07	$10,800,000
3/30/07 – 4/20/07	$10,700,000
4/27/07 and each Friday thereafter	$7,000,000

Notwithstanding the foregoing, the Lender shall have the right, in its sole discretion, at any time and from time to time, to increase the applicable interest rates for the outstanding Revolving Loans, Equipment Loan and Term Loan.

8. Additional Covenants. On or before the first Business Day of each calendar month, the Company shall provide the Lender with a 13 week cash flow forecast. On or before March 31, 2007, the Company shall either (i) extend the maturity date of the Company's current hedging arrangements which currently expire on March 31, 2007 to a date not earlier than June 30, 2007, on terms reasonably acceptable to the Lender or (ii) enter into new hedging arrangements with respect to not less than 75% of the Company's copper inventory which hedging arrangements shall have a maturity date not earlier than June 30, 2007 and shall be on terms reasonably acceptable to the Lender.

9. Reservation of Rights. The Company and the Guarantor have previously acknowledged and agreed, and by their execution of this Amendment, do hereby further acknowledge and agree, that various Events of Default (as defined in the Loan Agreement) have occurred and are continuing and, as a result of the occurrence and continuance of such Events of Defaults, the Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding Obligations of the Company, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan Agreement, the right to refuse to make additional Revolving Loans or extend further credit to the Company, and the right to take enforcement actions against the Company, the Guarantor and the collateral securing the Obligations. As of the date hereof, the Lender has elected not to exercise any such rights, but expressly reserves the right to exercise any and all such rights at any time in the future. The Company and the Guarantor, by their execution of this Amendment, hereby further acknowledge and agree that nothing in this Amendment or in any discussions between the Lender and the Company or between the Lender and the Guarantor shall be construed as, and no failure or delay of the Lender in exercising any rights or remedies against the Company or the Guarantor shall operate as, a waiver of, any existing Events of Default, or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to the Lender under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

10. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the receipt by the Lender of (a) counterparts of this Amendment executed by each of the Company and the Guarantor; and (b) payment of that portion of the Consent Fee (as defined in Section 14 below) required to be paid by the Company on the date hereof.

11. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and the Guarantor hereby ratify, affirm, acknowledge and agree that the Loan Agreement and the Security Documents represent the valid, enforceable and collectible obligations of the Company and the Guarantor, and the Company and the Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement or the Security Documents. The Company and the Guarantor hereby agree that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of the Lender, and such security interests, liens and rights are hereby ratified and confirmed by the Company and the Guarantor in all respects, and secure all Obligations of the Company to the Lender.

12. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and the Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Lender and, to the extent that the Company or the Guarantor have any such rights, the Company and the Guarantor hereby release, waive, and forever discharge the Lender (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against the Lender.

13. Proposed Sales. The Company and the Guarantor hereby acknowledge and agree that the Lender has consented to the Eugro Proposed RE Sale and the United Stars Proposed Sale based upon information provided to the Lender by the Company and subject to the terms and conditions set forth in this waiver.

The Lender shall not be obligated to release any of it security interests and liens on the Ansonia Property or on the United Stars Assets unless and until the Lender has determined, in its discretion, that all terms and conditions set forth in this Amendment regarding such proposed sales have been satisfied, and that the final documentation with respect to such proposed sales is satisfactory in form and substance to the Lender. This Amendment in no way acts as a release or relinquishment of any security interests, liens, rights, interests, claims or remedies that the Lender may have against the Company, the Guarantor or any of their properties or assets, including, without limitation, any property or assets which may constitute all or a portion of the property or assets proposed to be sold to Eugro or United Stars.

14. Consent Fee. In consideration of the agreements of the Lender set forth herein, the Company and the Guarantor hereby acknowledge and agree that the Lender shall be entitled to receive from the Company a consent fee in the amount of $50,000 (the "Consent Fee"). The Consent Fee shall be deemed fully earned by the Lender on the date of execution of this Amendment and shall be due and payable as follows: (a) $25,000 of such Consent Fee shall be due and payable in full in cash on the date of execution of this Amendment, and (b) the remainder of such Consent Fee shall be due and payable in full in cash on the earlier to occur of (x) April 16, 2007 and (y) the date of closing of the United Stars Proposed Sale.

15. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by the Lender in connection with this Amendment and the transactions contemplated hereby.

[End of Text]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name: STEPHEN R. TURNER
Title: CEO

GUARANTOR

_____
Raymond L. McGee PRESIDENT

LENDER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezcurra
Title: SVP

REVOLVING LOAN NOTE

$8,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the **"Borrower"**), promises to pay to the order of **FLEET CAPITAL CORPORATION** (the **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **EIGHT MILLION DOLLARS ($8,000,000.00)** or so much of such principal amount as shall be outstanding and unpaid on October 1, 2007.

This Revolving Loan Note (the **"Note"**) is the Revolving Loan Note **A** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Revolving Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

The Borrower may terminate the Loan and Consignment Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan and Consignment Agreement.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: PRESIDENT
Title:

AMENDED AND RESTATED REVOLVING LOAN NOTE

$9,750,000.00

Original Date: October 1, 2004
Amended and Restated: July 19, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **NINE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($9,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on October 1, 2007.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan Note A** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Fleet Precious Metals Inc., dated October 1, 2004 (hereinafter, as amended from time to time, the "**Loan and Consignment Agreement**"), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Revolving Loan Note dated October 1, 2004 in the face principal amount of $8,000,000 issued by the Borrower in favor of Fleet Capital Corporation.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Revolving Loan evidenced by this Note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

The Borrower may terminate the Loan and Consignment Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan and Consignment Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1 (f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By:
Name:
Title:

SECOND AMENDED AND RESTATED REVOLVING LOAN NOTE

$23,750,000.00

Original Date: October 1, 2004
Previously Amended and Restated: July 19, 2006
Further Amended and Restated: October 18, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on December 31, 2006.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan A Note** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Fleet Precious Metals Inc., dated October 1, 2004 (as amended from time to time, the "**Loan Agreement**"), and is entitled to all of the benefits and security of the Loan Agreement. All of the terms, covenants and conditions of the Loan Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Amended and Restated Revolving Loan Note dated July 19, 2006 in the face principal amount of $9,750,000 issued by the Borrower in favor of the Lender, which Amended and Restated Revolving Loan Note previously amended and restated and was previously issued in substitution for and replacement of that certain original Revolving Loan Note dated October 1, 2004 in the face principal amount of $8,000,000 issued by the Borrower in favor of Fleet Capital Corporation.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate as more specifically provided in the Loan Agreement. The interest due shall be computed in the manner provided in the Loan Agreement.

Except as otherwise expressly provided in the Loan Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

The Borrower may terminate the Loan Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: Raymond McGee
Title: President

ALLONGE ENDORSEMENT

October 16, 2007 New York, New York

Pay to the order of Del Mar Master Fund, Ltd., as Lender, pursuant to the Loan Agreement (as hereinafter defined), without recourse, the promissory note described below to which this Allonge Endorsement is affixed:

Second Amended and Restated Revolving Loan Note due December 31, 2006, made by Ansonia Copper & Brass, Inc. ("Maker") in favor of Bank of America, N.A. ("Payee") in the original principal amount of $23,750,000.

The term "Loan Agreement" as used herein means Loan and Consignment Agreement, dated October 1, 2004, by and among Lender, as assignee of Bank of America, N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

BANK OF AMERICA, N.A.

By: _____

Title: SVP

AMENDED AND RESTATED REVOLVING LOAN NOTE

$14,750,000.00

Original Date: October 1, 2004
Amended and Restated: July 19, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Fleet Precious Metals Inc.) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **FOURTEEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($14,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on October 1, 2007.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan Note B** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, dated October 1, 2004 (hereinafter, as amended from time to time, the "**Loan and Consignment Agreement**"), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Revolving Loan Note dated October 1, 2004 in the face principal amount of $12,000,000 issued by the Borrower in favor of Fleet Precious Metals Inc.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Revolving Loan evidenced by this Note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

The Borrower may terminate the Loan and Consignment Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan and Consignment Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1 (f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By:
Name:
Title:

TERM PROMISSORY NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000)**, together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Term Promissory Note (the **"Note"**) is the Term Note referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Term Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred, the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) Principal shall be due and payable in thirty-five (35) equal consecutive installments of principal in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) commencing on the first Business Day of November, 2004 and continuing on the first Business Day of each month thereafter until the first Business Day of September, 2007; and

(c) The entire remaining principal amount then outstanding, together with any and all other amounts due hereunder, shall be due and payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this

Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name:
Title: PRESIDENT

ALLONGE ENDORSEMENT

October 16, 2007 New York, New York

Pay to the order of Del Mar Master Fund, Ltd., as Lender, pursuant to the Loan Agreement (as hereinafter defined), without recourse, the promissory note described below to which this Allonge Endorsement is affixed:

Term Promissory Note, due October 1, 2007, made by Ansonia Copper & Brass, Inc. ("Maker") in favor of Bank of America, N.A, as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation,. ("Payee") in the original principal amount of $1,000,000.

The term "Loan Agreement" as used herein means Loan and Consignment Agreement, dated October 1, 2004, by and among Lender, as assignee of Bank of America, N.A., as assignee of Fleet Precious Metals, Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

BANK OF AMERICA, N.A.

By: _____

Title: SVP

EQUIPMENT LOAN NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000)**, together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Equipment Loan Note (the **"Note"**) is one of the Equipment Loan Notes referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of an Equipment Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) all principal amounts advanced under the Equipment Loan in the first twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is one (1) year after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007;

(c) all principal amounts advanced under the Equipment Loan in the second twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is two (2) years after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007; and

(d) all principal amounts advanced under the Equipment Loan in the third twelve (12) month period of the Equipment Loan shall be payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name:
Title: PRES-TREAS

SECURITY AGREEMENT

THIS **AGREEMENT** made as of the 1st day of October, 2004 by and between **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Debtor**"); **FLEET CAPITAL CORPORATION**, a national banking association (the "**Bank**"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation ("**FPM**") (FPM and the Bank are hereinafter sometimes referred to individually as a "**Secured Party**" and collectively as the "**Secured Parties**").

1. The Security Interests.

(a) As security for the prompt and complete payment, performance and observance of (i) all Obligations (as such terms are defined in that certain Loan and Consignment Agreement dated as of October 1, 2004, as amended from time to time, by and between the Debtor and the Secured Parties (as the same may be amended, restated or replaced from time to time, the "Loan and Consignment Agreement"), and (ii) all other future advances to the Debtor by the Secured Parties or either of them, and all other indebtedness, liabilities and obligations of the Debtor to the Secured Parties, or either of them, of every kind and description, whether direct, indirect or contingent, now or hereafter existing, due or to become due, and howsoever arising, incurred or evidenced, together with interest and costs of enforcement and collection of the aforementioned and of this Security Agreement, including all reasonable attorneys' fees and disbursements incurred by the Secured Parties and their successors and assigns (all of the foregoing are hereinafter called the "Secured Obligations"), the Debtor hereby grants to the Secured Parties a continuing security interest in the following described fixtures and personal property (hereinafter collectively called the "Collateral"):

> All tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, (a) all Equipment (including all machinery, tools and furniture), Inventory (including all merchandise, raw materials, work in process, finished goods and supplies), and Goods, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest (the "Tangible Collateral"); (b) all Accounts, accounts receivable, other receivables, contract rights, Chattel Paper, and General Intangibles of the Debtor (including, without limitation, goodwill, patents, trademarks, tradenames, blueprints, designs, product lines and research and development), whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (c) all Instruments, documents of title, policies and certificates of insurance, securities, bank deposits, Deposit Accounts, checking accounts and cash now or hereafter owned by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (d) all the Debtor's rights under consignment agreements with vendors of the Debtor's memo programs and all security therefor, (e) Commercial Tort Claims, Documents, Fixtures, Investment Property and Letter-of-Credit Rights presently owned or hereinafter acquired by the Debtor, including, without limitation, books and records; supporting obligations; contract rights or rights to the payment of money, trademarks,

service marks, tradenames, copyrights and trade secrets; policies and certificates of insurance and all amounts payable to the Debtor or rights of the Debtor under or with respect to any such insurance, including, without limitation, all proceeds, refunds and premium rebates, whether any such proceeds, refunds and premium rebates, arise out of any of the foregoing, or otherwise; money, cash or other property; federal, state and local tax refunds and/or abatements to which the Debtor is, or shall become, entitled, no matter how or when arising, including, but not limited to, any carryback tax refunds; all liens, guarantees, rights, remedies and privileges pertaining to any of the foregoing, including the right of stoppage in transit; (f) all accessions, additions or improvements, to all replacements, substitutions and parts for, and all proceeds and products to all of the foregoing; and (g) all books, records and documents relating to all of the foregoing.

(b) All Collateral consisting of Accounts, contract rights, Chattel Paper and General Intangibles of the Debtor, whether now existing or hereafter existing, and arising from the sale, delivery or provision of goods and/or services are sometimes hereafter collectively called the "Customer Receivables".

(c) The security interests granted pursuant to this Section 1 (the "Security Interests") are granted as security only and shall not subject the Secured Parties to, or transfer or in any way affect or modify, any obligation or liability of the Debtor under any of the Collateral or any transaction which gave rise thereto.

(d) In the event that any of the contracts rights would be or become voidable or would be violated on account of the security interest contemplated herein, the security interest in the specific contract right which requires such consent shall be void ab initio and in such event the Debtor covenants and agrees to exercise all of its rights and remedies under such contract at the direction of and for the benefit of the Secured Parties.

(e) "Accounts", "Chattel Paper", "Commercial Tort Claim", "Consumer Goods", "Deposit Accounts", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments', "Inventory", "Investment Property" and "Letter-of-Credit Rights" shall have the meaning assigned to each in the Uniform Commercial Code in effect in the State of Connecticut from time to time (the "UCC").

2. Delivery of Chattel Paper. The Secured Parties may at any time or from time to time, at their sole discretion, require the Debtor to cause any chattel paper included in the Customer Receivables to be delivered to the Secured Parties or any agent or representative designated by them, or to cause a legend referring to the Security Interests to be placed on such chattel paper and upon any ledgers or other records concerning the Customer Receivables. Each Secured Party shall constitute the agent of the other Secured Parties for purposes of perfecting the Security Interests granted to the Secured Parties in any Collateral now or hereafter in such Secured Party's possession.

3. Letter of Credit Rights. If the Debtor is now or at any time hereafter shall become a beneficiary under a letter of credit, the Debtor shall promptly notify the Secured Parties thereof and, at the request and option of the Secured Parties, the Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Parties, either (a) arrange for the issuer and any

conformer or other nominated person of such letter of credit to consent to an assignment to the Secured Parties of the proceeds of the letter of credit, or (b) arrange for the Secured Parties to become the transferee beneficiary of the letter of credit, with the Secured Parties agreeing, in each case, that the proceeds of the letter of credit are to be applied to the Obligations..

4. Commercial Tort Claims. If the Debtor now holds or shall at any time hereafter acquire a commercial tort claim (as defined in Revised Article 9 of the UCC, regardless of whether Revised Article 9 is then in effect in such jurisdiction), the Debtor shall immediately notify the Secured Parties of the brief details thereof and shall grant to the Secured Parties a security interest therein and in the proceeds thereof (in form satisfactory to the Secured Parties); and such claim and proceeds shall thereafter be deemed Collateral under the terms of this Agreement.

5. Filing; Further Assurances. The Debtor will, at its expense, execute, deliver, file and record (in such manner and form as the Secured Parties may require), or permit the Secured Parties to execute, authenticate, file and record, with or without any signature and by electronic means, any financing statements, continuation statement or amendments thereto, any carbon, photographic or other reproduction of a financing statement or this Security Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be necessary or desirable, or that the Secured Parties may request, in order to create, preserve, perfect or validate any Security Interest or to enable the Secured Parties to exercise and enforce their rights hereunder with respect to any of the Collateral, including, without limitation, any filing which further describes for identification any commercial tort claim which may come into existence in the future. The Debtor hereby appoints the Secured Parties as the Debtor's attorney-in-fact to execute, if necessary, and to file in the name and behalf of the Debtor such financing statements, continuation statement or amendments as such Secured Parties may request.

6. Representations and Warranties of the Debtor. The Debtor hereby represents and warrants to the Secured Parties (a) that except as permitted by the Loan and Consignment Agreement, the Debtor is, or to the extent that certain of the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; (b) that except for such financing statements as may be described on Exhibit A attached hereto and made a part hereof, no financing statement covering the Collateral is on file in any public office, other than the financing statements filed pursuant to this Security Agreement; and (c) that all additional information, representations and warranties contained in Exhibit B attached hereto and made a part hereof are true, accurate and complete on the date hereof.

7. Covenants of the Debtor. The Debtor hereby covenants and agrees with the Secured Parties that the Debtor (a) will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein; (b) will not change its jurisdiction of organization without the prior written consent of the Secured Parties; (c) will provide the Secured Parties with twenty (20) days prior written notice of (i) any change in the principal office of the Debtor or the office where the Debtor maintains its books and records pertaining to the Customer Receivables, or (ii) the movement or location of Collateral to or at any address other than as set forth in said Exhibit B; (d) will promptly pay any and all taxes, assessments and governmental charges upon the Collateral prior to the date penalties are attached thereto, except to the extent that such taxes, assessments and

charges shall be contested in good faith by the Debtor; (e) will immediately notify the Secured Parties of any event causing a substantial loss or diminution in the value of all or any material part of the Collateral and the amount or an estimate of the amount of such loss or diminution; (f) will have and maintain insurance at all times with respect to the Tangible Collateral against risks of fire (including so-called extended coverage) and theft, and such other risks as the Secured Parties may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Secured Parties, such insurance to be payable to the Secured Parties and the Debtor as their interests may appear, and shall provide for thirty (30) days' prior written minimum cancellation notice to the Secured Parties, and the Debtor shall furnish the Secured Parties with certificates or other evidence satisfactory to the Secured Parties of compliance with the foregoing insurance provisions; (g) except as permitted by the Loan and Consignment Agreement, will not sell or offer to sell or otherwise assign, transfer or dispose of the Collateral or any interest therein, without the prior written consent of the Secured Parties; (h) will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, reasonable wear and tear excepted, and will not waste or destroy the Collateral or any part thereof; (i) will use the Collateral for business purposes and not in violation of any statute or ordinance, (j) will keep the Collateral in good repair, working order and condition, and from time to time will make to such Collateral all needful and proper repairs, renewals, replacements, extensions, additions, betterments and improvements thereto, to the extent and in the manner customary for companies in similar lines of business under similar circumstance; and (k) upon the occurrence of an Event of Default, will stamp all books and records pertaining to accounts, instruments and general intangibles to evidence the Secured Parties' security interest therein in form satisfactory to the Secured Parties immediately upon the Secured Parties' written demand.

8. Records Relating to Collateral. The Debtor will keep its records concerning the Collateral, including the Customer Receivables and all chattel paper included in the Customer Receivables, at its office at 75 Liberty Street, Ansonia, Connecticut 06401 or at such other place or places of business as the Secured Parties may approve in writing. The Debtor will hold and preserve such records and chattel paper and, will permit representatives of the Secured Parties at any time during normal business hours to examine and inspect the Collateral and to make abstracts from such records and chattel paper, and will furnish to the Secured Parties such information and reports regarding the Collateral as the Secured Parties may from time to time reasonably request.

9. Collections with Respect to Customer Receivables.

The Debtor will, at its expense, and subject at all times to the Secured Parties' right upon the occurrence, and during the continuance, of an Event of Default to give reasonable directions and instructions:

(i) endeavor to collect or cause to be collected from customers indebted on Customer Receivables, as and when due, any and all amounts, including interest, owing under or on account of each Customer Receivable; and

(ii) take or cause to be taken such appropriate action to repossess goods, the sale or rental of which gave rise to any Customer Receivable, or to enforce any rights or liens under Customer Receivables, as the Debtor may deem proper, and in the name of the Debtor;

provided that (x) the Debtor will use its best judgment to protect the interests of the Secured Parties and (y) the Debtor shall not be required under this Section 9 to take any action which would be contrary to any applicable law or court order. The Debtor shall, at the request of the Secured Parties upon the occurrence of an Event of Default, notify the account debtors of the Security Interests of the Secured Parties in any of the Customer Receivables and the Secured Parties may itself at any such time so notify account debtors. The Secured Parties shall have full power at any time after such notice to collect, compromise, endorse, sell or otherwise deal with any or all outstanding Customer Receivables or the proceeds thereof in the name of any of the Secured Parties or the Debtor. In the event that, after notice to any account debtors to pay the Secured Parties, the Debtor receives any payment on a Customer Receivable, any such payments shall be held by the Debtor in trust for the Secured Parties and immediately turned over to the Secured Parties, as aforesaid.

10. General Authority. The Debtor hereby appoints the Secured Parties the Debtor's lawful attorney, with full power of substitution, in the name of the Debtor, for the sole use and benefit of the Secured Parties, but at the Debtor's expense, to exercise all or any of the following powers with respect to all or any of the Collateral upon the occurrence, and during the continuance, of an Event of Default:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due,

(b) to receive, take, endorse, assign and deliver all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Secured Parties,

(c) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,

(d) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the related goods securing the Customer Receivables, as fully and effectually as if the Secured Parties were the absolute owners thereof,

(e) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto, and

(f) to discharge any taxes, liens, security interests or other encumbrances at any time placed thereon;

provided that the Secured Parties shall give the Debtor not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is of a type customarily sold on a recognized market or which is perishable or threatens to decline speedily in value.

11. Events of Default. The Debtor shall be in default under this Security Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

(a) default by the Debtor in the due observance or performance of any covenant or agreement contained herein or breach by the Debtor of any representation or warranty herein contained;

(b) any default in the payment of the principal of, or any interest on, or any sum in respect of, any indebtedness of the Debtor to the Secured Parties, including, without limitation, indebtedness evidenced by or incurred pursuant to the Loan and Consignment Agreement; or

(c) the occurrence of any event of default under the provisions of the Loan and Consignment Agreement or any agreement now or hereafter evidencing or securing any of the Secured Obligations.

12. Remedies Upon Event of Default.

(a) If any Event of Default shall have occurred and be continuing, the Secured Parties may exercise all the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code is in effect in the jurisdiction where such rights and remedies are exercised) and, in addition, the Secured Parties may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, (i) apply the cash, if any, then held by them as Collateral, and (ii) if there shall be no such cash or if such cash shall be insufficient to pay all the Secured Obligations in full then, after ten (10) days written notice by the Secured Parties to the Debtor of acceleration of the Secured Obligations, sell the Collateral, or any part thereof, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery, and at such price or prices as the Secured Parties shall deem satisfactory. The Secured Parties may require the Debtor to assemble all or any part of the Collateral and make it available to the Secured Parties at a place to be designated by the Secured Parties which is reasonably convenient. Any holder of an Obligation may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Upon any such sale the Secured Parties shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of the Debtor. The Secured Parties shall give the Debtor ten (10) days' prior written notice of their intention to make any such public or private sale or sale at a broker's board or on a securities exchange. Such notice, in case of a public sale, shall state the time and place fixed for such sale, and in case of sale at a broker's board

or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or the portion thereof so being sold, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Parties may fix in the notice of such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as the Secured Parties may determine. The Secured Parties shall not be obligated to make such sale pursuant to any such notice. The Secured Parties may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Secured Parties until the selling price is paid by the purchaser thereof, but the Secured Parties shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice.

(b) The Secured Parties, instead of exercising the power of sale herein conferred upon them, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

13. Application of Collateral and Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the following order of priorities: (a) first, to pay the expenses of such sale or other realization, including reasonable commission to Secured Parties and their agents and counsel, and all expenses, liabilities and all advances incurred or made by the Secured Parties in connection therewith, and any other unreimbursed expenses for which the Secured Parties are to be reimbursed pursuant to Section 15; (b) second, to pay the Secured Obligations; and (c) finally, to pay to the Debtor, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

14. Right of Secured Parties to Use and Operate Tangible Collateral, Etc. Upon the occurrence and during the continuance of an Event of Default, to the extent permitted by law, the Secured Parties shall have the right and power to take possession of all or any part of the Tangible Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate manage and control the same. Upon any such taking of possession, the Secured Parties may, from time to time, at the expense of the Debtor, make all such repairs, replacements, alterations, additions and improvements to and of the Tangible Collateral as the Secured Parties may reasonably deem proper. In such case, the Secured Parties shall have the right to manage and control the Tangible Collateral and to carry on the business and to exercise all rights and powers of the Debtor in respect thereto as the Secured Parties shall deem best, including the right to enter into any and all such agreements with respect to the leasing and/or operation of the Tangible Collateral or any part hereof as the Secured Parties may see fit; and the Secured Parties shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Tangible Collateral and of conducting the business

thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Secured Parties may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Tangible Collateral or any part thereof, and all other payments which the Secured Parties may be required or authorized to make under any provision of this Security Agreement (including legal costs and attorney's fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied to the payment of the Obligations in such order or priority as the Secured Parties shall determine (subject to the provisions of Section 15 hereof) and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be paid over to the Debtor. The Debtor acknowledges that any such actions which may be taken by the Secured Parties may be necessary to protect the Security Interests in the Collateral and covenants that it will not use or set up any such action taken by the Secured Parties as a defense in any action brought by the Secured Parties to enforce its rights or remedies hereunder.

15. Expenses: Secured Parties' Lien. The Debtor will forthwith upon request pay to the Secured Parties: (a) the amount of any taxes which the Secured Parties may have been required to pay by reason of the Security Interests (including any applicable transfer taxes) or to free any of the Collateral from any lien thereon, and (b) the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of their counsel and of any agents not regularly in their employ, which the Secured Parties may incur in connection with (w) the preparation and administration of this Security Agreement, (x) the collection, sale or other disposition of any of the Collateral, (y) the exercise by the Secured Parties of any of the powers conferred upon them hereunder or (z) any default on the Debtor's part hereunder. Upon the failure of the Debtor to pay such fees and expenses to the Secured Parties upon request, the Secured Parties may, in their sole discretion, advance such fees and expenses on the Debtor's behalf, which amount shall, in the sole discretion of the Secured Parties, be added to the principal amount outstanding under the Revolving Loan Note A (as defined by the Loan and Consignment Agreement) or the Revolving Loan Note B (as defined by the Loan and Consignment Agreement) and shall be secured hereby.

16. Termination of Security Interests; Release of Collateral. Upon the repayment and performance in full of all the Secured Obligations, and termination of the Secured Parties' obligation, if any, to extend further credit facilities to the Debtor, the Security Interests shall terminate and all rights to the Collateral shall revert to the Debtor. Upon any such termination of the Security Interests or release of Collateral, the Secured Parties will, at the Debtor's expense to the extent permitted by law, promptly execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

17. Notices. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth in the Loan and Consignment Agreement, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto.

18. Right of Set-Off. The Debtor hereby grants to the Secured Parties, a lien, security interest and right of set off as security for all liabilities and obligations to the Secured Parties, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of either of the Secured Parties or any entity under the control of Bank of America Corporation, or in transit to any of them. At any time and from time to time after the occurrence and during the continuance of an Event of Default, the Secured Parties may set off the same or any part thereof and apply the same to any liability or obligation of the Debtor even though unmatured and regardless of the adequacy of any other collateral securing the Secured Obligations. ANY AND ALL RIGHTS TO REQUIRE THE SECURED PARTIES TO EXERCISE THEIR RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE SECURED OBLIGATIONS, PRIOR TO EXERCISING THEIR RIGHT OF SET OFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE DEBTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

19. Miscellaneous.

(a) No failure on the part of the Secured Parties or either of them to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Secured Parties or either of them of any right, power or remedy under this Security Agreement preclude any other right, power or remedy. The remedies in this Security Agreement are cumulative and are not exclusive of any other remedies provided by law. This Security Agreement is in addition to and without limitation of any right of the Secured Parties under the Loan and Consignment Agreement, and any other ancillary document executed in connection therewith or any other security agreement, mortgage or guaranty granted by the Debtor or any other person to the Secured Parties.

(b) THE DEBTOR AND SECURED PARTIES MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN AND CONSIGNMENT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE SECURED PARTIES RELATING TO THE ENFORCEMENT OF THIS SECURITY AGREEMENT OR THE LOAN AND CONSIGNMENT DOCUMENTS, AND AGREE THAT NEITHER THE DEBTOR NOR THE SECURED PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE DEBTOR CERTIFIES

THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE SECURED PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED PARTIES OR EITHER OF THEM WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR SECURED PARTIES TO ACCEPT THIS SECURITY AGREEMENT AND TO EXTEND THE LOAN AND CONSIGNMENT FACILITIES.

(c) Neither this Security Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

(d) This Security Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choice of law). THE DEBTOR AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS SECURITY AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CONNECTICUT OR THE UNITED STATES DISTRICT COURTS FOR THE CONNECTICUT, AS WELL AS ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM THE AFORESAID COURTS, AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON DEBTOR BY MAIL AT THE ADDRESS SET FORTH IN THIS SECURITY AGREEMENT. THE DEBTOR HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM. Unless otherwise defined herein, or unless the context otherwise requires, all terms used herein which are defined in the Connecticut Uniform Commercial Code have the meanings therein stated.

(e) This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided, that the Debtor cannot assign its obligations or interest herein without the prior written consent of the Secured Parties.

20. Separability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction. Each Secured Party may in its sole discretion enforce rights and remedies granted to such Secured Party by this Security Agreement or by applicable law either individually or jointly with the other Secured Party.

21. Judgment Currency. If for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement, the Loan and Consignment Agreement or any other agreement between the Debtor and any one of or both Secured Parties it becomes necessary to convert into the currency of such jurisdiction (herein called the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day (as defined in the Loan and Consignment Agreement) before the day on which judgment is given. For this purpose, "rate of exchange" means the rate at which a Secured Party would, in accordance with its normal procedures, be prepared to sell a similar amount of such currency against the Judgment Currency. In the event that there is a change in the rate of exchange prevailing between the Business Day

before the day on which the judgment is given and the date of payment of the amount due, the Debtor will, on the date of payment, pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of payment is the amount then due under this Agreement or such other agreement in such other currency. Any additional amount due from the Debtor under this Section 21 will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of any other agreements between the Debtor and any one of or both of the Secured Parties.

The next page is a signature page

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: _____
Title:

FLEET PRECIOUS METALS INC.

By: _____
Title:

FLEET CAPITAL CORPORATION

By: _____
Title:

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

_____

By: _____
Title:

FLEET PRECIOUS METALS INC.

By: _____
Title: VP.

FLEET CAPITAL CORPORATION

By: _____
Title: SVP

EXHIBIT A

Financing Statements on File on Date Hereof

CREDITOR	FILING #	FILING DATE	COLLATERAL	JURISDICTION
State of Connecticut Dept. of Economic and Community Development	1910271 2238854	3/8/1999 12/1/2003	Listed machinery and equipment Continuation	CT SOS
Patriot Commercial Leasing Co., Inc.	2169763	11/6/2002	Listed equipment	CT SOS
Citicorp Vendor Finance, Inc.	2181774	1/23/2003	Listed equipment	CT SOS
City of Ansonia c/o Kevin M. Blake, Esq.	11595169	11/5/2001	Listed equipment	DE SOS
Citicapital Commercial Corporation	31904443	7/24/2003	Listed equipment and all attachments, accessories, additions	DE SOS
Fleet Precious Metals Inc.	42038992	7/20/2004	Consigned copper	DE SOS
Fleet Precious Metals Inc.	42039024	7/20/2004	Memorandum of consignment transaction	DE SOS
Fleet Precious Metals Inc. and Fleet Capital Corporation	42039032	7/20/2004	All assets	DE SOS

EXHIBIT B

ADDITIONAL REPRESENTATIONS AND WARRANTIES

1. The exact title of the Debtor is Ansonia Copper & Brass, Inc. The Debtor has not conducted business under any other corporate name during the preceding ten (10) years except: None.

2. The Debtor uses in its business and owns the following trade names: None

3. The Debtor was incorporated on December 18, 1985 under the laws of the State of Delaware and is in good standing under those laws.

4. The chief executive office of the Debtor is 75 Liberty Street, Ansonia, CT 06401.

5. The Debtor is qualified to transact business in the following states: Delaware, Connecticut

6. The Debtor has places of business at:

75 Liberty Street, Ansonia, CT 06401
725 Bank Street, Waterbury, CT 06708

7. The Debtor owns or has an interest in personal property located elsewhere at:

Inventory on consignment at FCI-USA
Scrap material at processors
Raw material at processors for transformation into a different form

8. The Debtor owns property consisting of fixtures at the following locations:

Address	Record Owner of Real Estate
75 Liberty Street, Ansonia, CT 06401	Ansonia Copper & Brass, Inc.
725 Bank Street, Waterbury, CT 06708	Ansonia Copper & Brass, Inc.

STOCK AND WARRANT REDEMPTION AGREEMENT

This **STOCK AND WARRANT REDEMPTION AGREEMENT** made this 1st day of October, 2004 by and between **PRIMAC ANSONIA, LLC**, a Connecticut limited liability company, having its principal place of business at 760 Newfield Street Middletown, Connecticut 06457 (the "**Seller**"), and **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, having its principal place of business at 75 Liberty Street, Ansonia, Connecticut (the "**Purchaser**"), and, solely with respect to Section 6.5, **RAYMOND L. McGEE**.

RECITALS

WHEREAS, the Seller holds and owns 106,677 shares of the Purchaser's Series A Convertible Preferred Stock, $.001 par value (the "**Preferred Shares**"), and a Stock Subscription Warrant dated June 28, 2002 to purchase certain shares of the Purchaser's Common Stock (the "**Warrant**"); and

WHEREAS, the Purchaser has offered to purchase all of the Preferred Shares and the Warrant from the Seller, at a purchase price deemed to be favorable by the Seller; and

WHEREAS, the Seller is desirous of selling the Preferred Shares and the Warrant to the Purchaser upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and mutual consideration given, it is agreed as follows:

SECTION 1
DEFINITIONS

As used in this Agreement, capitalized terms shall have the respective meanings set forth in this Agreement or set forth below or in the Section of this Agreement referred to below:

Agreement shall mean this Stock and Warrant Redemption Agreement.

Closing is defined in Section 3.1.

Closing Date is defined in Section 3.1.

Common Stock shall mean the common stock of the Purchaser, $.001 par value.

Financing Documents shall mean this Agreement, the Note and the New Warrant, and all other documents executed in connection herewith and therewith.

Laws shall mean all laws, rules, regulations, statutes and ordinances of any governmental authority, including all decisions of courts having the effect of law in each such jurisdiction.

Note is defined in Section 3.2(b).

New Warrant is defined in Section 3.2(b).

Stock Purchase Agreement means that certain Stock and Warrant Purchase Agreement between the Seller and Purchaser dated as of Jun 28, 2002, as amended and in effect.

Definitions - Generally; Gender. As used in this Agreement, words of any gender shall be deemed to apply equally to any other gender, the plural shall include the singular and the singular shall include the plural (as the context shall require), and the word "**person**" shall refer to individuals, entities, authorities and other natural and juridical persons of every type. The word "**affiliate**" means, as to any person, any other person which directly or indirectly controls, or is controlled by, or is under common control with, such person, and the term "**control**" (and its correlative meanings "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a person, whether through ownership of voting stock, by contract or otherwise.

SECTION 2
AUTHORIZATION, PURCHASE AND SALE

2.1 Authorization. The Purchaser has authorized the purchase and redemption on the date hereof of the Preferred Shares and Warrant, and the issuance of the Note and New Warrant, pursuant to the terms of this Agreement, and has authorized the execution of this Agreement and all other Financing Documents.

2.2 Sale and Purchase of the Preferred Shares and the Warrant. Subject to the terms and conditions of this Agreement, the Seller hereby sells to the Purchaser, and the Purchaser hereby purchases and redeems from the Seller at the Closing, (a) the Preferred Shares for the purchase price of $568,438 and (b) the Warrant for the purchase price of $1,000,000.

SECTION 3
CLOSING, PAYMENT AND DELIVERY

3.1 Closing Date and Place of Closing. The closing (the "**Closing**") of the purchase and sale of the Preferred Shares and Warrant hereunder is being held on the date hereof (the "**Closing Date**"). The place of the Closing (including the place of payment to the Seller by the Purchaser of the purchase price therefor) shall be at the offices of Updike, Kelly & Spellacy, P.C., or such other place as shall have been agreed to by the Seller and the Purchaser.

3.2 Payment and Delivery. At the Closing, the Purchaser is paying to the Seller the purchase price as follows:

(a) $568,438 is being paid by certified or bank check or federal funds wire transfer; and

(b) $1,000,000 is being paid by the Purchaser's issuance to the Seller of a certain Promissory Note, in the form of attached **Exhibit A** (the "**Note**"). In connection with the issuance of the Note, the Purchaser is issuing to the Seller that certain Stock Subscription Warrant to purchase certain shares of capital stock of the Purchaser, in the form of attached **Exhibit B** (the "**New Warrant**").

SECTION 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller as follows:

4.1 Corporate Power. The Purchaser has all requisite corporate power to enter into this Agreement and the other Financing Documents and will have on the Closing Date all requisite corporate power to purchase the Preferred Shares and Warrant and to carry out and perform its obligations under the terms of this Agreement and the other Financing Documents.

4.2 Authorization. All action on the part of the Purchaser, its directors and shareholders necessary for the authorization, execution, delivery and performance by the Purchaser of this Agreement, and the other Financing Documents and for the consummation of the transactions contemplated herein and therein has been taken or will be taken prior to the Closing. This Agreement and the other Financing Documents are each a valid and binding obligation of the Purchaser, enforceable in accordance with their respective terms. The execution and delivery by the Purchaser of this Agreement and the other Financing Documents and compliance herewith and therewith, and the purchase and redemption of the Preferred Shares and the Warrant will not with or without notice or the passage of time or both result in any violation of and will not conflict with, or result in a breach of any of the terms of, or constitute a default under any provision of, any state or federal law to which the Purchaser is subject, the Purchaser's Certificate of Incorporation or Bylaws, as amended, or any mortgage, indenture, agreement, instrument, judgment, decree, order, rule or regulation or other restriction to which the Purchaser is a party or by which it or any of its property is bound, or may be affected, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the Property pursuant to any such term or give to any other person the right to accelerate the time for performance of any obligation of the Purchaser.

4.3 No Material Adverse Change. Since the date of the Stock Purchase Agreement, no event has occurred nor has the Purchaser attained actual or constructive knowledge of any fact which the Purchaser has not disclosed to the Seller in writing, which materially adversely affects or, inasmuch as the Purchaser can foresee, will materially adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of the Purchaser or the ability of the Purchaser to perform its obligations under this Agreement and/or any other Financing Documents.

4.4 Consents. No consent, approval or authorization of, or designation, declaration or filing with, any governmental or regulatory authority on the part of the Purchaser, including qualification under applicable state securities laws of the offer and sale of the New Warrant or of the issuance of the Warrant Shares (as defined under the New Warrant) is required in connection with the valid authorization, execution and delivery of this Agreement, or the other Financing Documents, the offer, sale or issuance of the New Warrant, the exercise of the New Warrant or the issuance of the Warrant Shares thereunder upon such exercise or the consummation of any other transaction contemplated on the Closing Date or by this Agreement, other than those consents, approvals, authorizations, declarations or filings which have been obtained or made, as the case may be.

4.5 Issuance Taxes. All taxes imposed by any state in connection with the issuance, sale and delivery of the New Warrant shall have been fully paid, and all laws imposing such taxes shall have been fully complied with, prior to the Closing Date.

4.6 Offering. Within the past six (6) months, the Purchaser has not, either directly or through any agent, offered any of the New Warrant or any security or securities similar to the New Warrant or, to the extent any such offering would be integrated with the offering of the New Warrant, any Common Stock, for sale to, or solicited any offers to buy the New Warrant or, to the extent of any such integration, Common Stock, or any part thereof or any such similar security or securities from, or otherwise approached or negotiated in respect thereof with, any party or parties other than the Seller, its employees, prospective employees or institutional or other sophisticated or accredited investors (as defined in Rule 501 of Regulation D promulgated under the Securities Act), each of which was offered all or a portion of the New Warrant at private sale for investment.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as follows:

5.1 Company Power. The Seller has all requisite company power to enter into this Agreement and the other Financing Documents and will have on the Closing Date all requisite company power to sell the Preferred Shares and Warrant and to carry out and perform its obligations under the terms of this Agreement and the other Financing Documents.

5.2 Authorization.

(a) All action on the part of the Seller, its managers (if any) and members necessary for the authorization, execution, delivery and performance by the Seller of this Agreement, and the other Financing Documents and for the consummation of the transactions contemplated herein and therein has been taken or will be taken prior to the Closing. This Agreement and the other Financing Documents are each a valid and binding obligation of the Seller, enforceable in accordance with their respective terms. The execution and delivery by the Seller of this Agreement and the other Financing Documents and compliance herewith and therewith, and the sale of the Preferred Shares and the Warrant will not with or without notice or the passage of time or both result in any violation of and will not conflict with, or result in a breach of any of the terms of, or constitute a default under any provision of, any state or federal law to which the Seller is subject, the Seller's Articles of Organization or Operating Agreement, as amended, or any mortgage, indenture, agreement, instrument, judgment, decree, order, rule or regulation or other restriction to which the Seller is a party or by which it or any of its property is bound, or may be affected, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the Preferred Shares or Warrant pursuant to any such term.

(b) The Seller holds the Preferred Shares and Warrant free of any mortgages, pledges, charges, liens, security interests or other encumbrances.

SECTION 6
COVENANTS OF PURCHASER

Purchaser hereby covenants to the Seller that, so long as any amount payable or other obligation of the Purchaser under this Agreement, the Note or the other Financing Documents remains outstanding:

6.1 Limitation on Consolidation, Merger and Sale of Assets.

(a) Purchaser shall not, without the prior written consent of the Seller, which consent shall not be unreasonably withheld or delayed:

(i) dissolve, liquidate, consolidate or merge with, or otherwise acquire substantially all of the assets or properties of any person;

(ii) sell any integral part of the Purchaser's business;

(iii) effect any reorganization or recapitalization;

(iv) make or permit any substantial change in, or cease in whole or in any material part, its business as conducted; or

(v) engage in any other activities materially different from the business presently conducted.

(b) Purchaser shall not sell, lease, transfer or otherwise dispose of any of its material properties, assets, rights, licenses and franchises to any person, except for (i) sales of inventory in the ordinary course of business, (ii) sale or disposal of obsolete equipment no longer useful in the business of the Purchaser, (iii) sale or lease of assets having a value of up to $100,000 in the aggregate for full and fair consideration, and (iv) other sales or leases of assets upon receipt of Seller's prior written consent which will not be unreasonably withheld or delayed.

6.2 Change in Control. Purchaser shall not at any time, effect, or authorize the effecting of, a Change in Control Event (as defined herein). As used herein, "**Change in Control Event**" means any event which results in any person (other than Raymond L. McGee or his affiliate) or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended) (other than Raymond L. McGee and his affiliates) directly or indirectly having acquired beneficial or record ownership of more than 50% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Purchaser (including, but not being limited to, the acquisition of such beneficial or record ownership by way of proxy, voting trust, voting agreement or pledge).

6.3 Acquisition Investments. Purchaser shall not purchase, invest in or otherwise acquire or hold securities, including, without limitation, capital stock and evidences of indebtedness of, or make loans or advances to, or enter into any arrangement for the purpose of providing funds or credit to, any other person, including loans or advances to affiliates, except:

(a) advances to employees for business expenses or for personal needs not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate to all employees outstanding at one time; and

(b) investments in short-term obligations, not to exceed one (1) year, of the United States or certificates of deposit of institutions insured by the FDIC.

6.4 Sale of Stock. Neither Raymond L. McGee nor any of his affiliates (including without limitation RLM Associates LLC) shall sell any capital stock of the Purchaser without the prior written consent of the Seller; provided however that any such sale of capital stock

shall be permitted if any and all proceeds of such sale are directly used (concurrently with the closing of any such sale) to repay any outstanding amounts due and owing to the Seller under this Agreement, the Note or any other Financing Documents.

SECTION 7
MISCELLANEOUS

7.1 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of laws thereof. For the purposes of establishing the parties' rights hereunder, each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Connecticut located in the City of Hartford and of the courts of the United States of America located in the City of Hartford, Connecticut, in connection with any actions, suits or proceedings arising out of or relating to this Agreement.

7.2 Survival. The representations and warranties made herein shall survive the Closing. All statements contained in any certificate or other instrument delivered by any party pursuant to this Agreement or any other Financing Documents or in connection with the transactions contemplated by this Agreement and any other Financing Documents shall constitute representations and warranties by such party under this Agreement. All covenants and agreements contained herein shall survive indefinitely until, by their respective terms, they are no longer operative.

7.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the Seller and the Purchaser, and, the respective successors, assigns, heirs, executors and administrators of the parties hereto.

7.4 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and supersede all prior arrangements or understandings with respect thereto.

7.5 Separability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.6 Agent's Fees and Services. Each party represents and warrants to the other that (a) neither it nor its officers, directors, employees, shareholders, managers, members or subsidiaries has retained any finder or broker or other person in connection with the transactions contemplated by this Agreement. Each party hereby agrees to indemnify and to hold the other harmless of and from any liability, loss or damage suffered by such other party, for any commission or compensation in the nature of an agent's fee to any broker, finder or other person (and the costs and expenses of defending against such liability or asserted liability)

claiming the right to receive compensation of any sort arising from any act by the indemnifying party or any of its employees or representatives.

7.7 Legal Fees and Expenses. Each party shall bear its own expenses and legal fees incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.

7.8 Indemnification. Each party, with respect to the representations, warranties and agreements made by each such party herein or in any certificate or other instrument delivered by each such party pursuant hereto or in connection with the transactions contemplated hereby, shall indemnify, defend and hold the other party harmless against all liability, loss or damage, together with all reasonable costs and expenses related thereto (including legal and accounting fees and expenses), arising from the untruth, inaccuracy or breach (or any facts or circumstances constituting such untruth, inaccuracy or breach) of any such representations, warranties or agreements of the indemnifying party and any of its subsidiaries.

7.9 Trial by Jury. EACH PARTY HEREBY WAIVES ITS RIGHT TO CLAIM A TRIAL BY JURY WITH RESPECT TO ANY ACTION BY OR AGAINST THE OTHER PARTY ARISING HEREUNDER.

7.10 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement, and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart.

7.12 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other Financing Documents. In the event that an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any Financing Document, this Agreement or such other Financing Document shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement or any other Financing Document.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

ANSONIA COPPER & BRASS, INC.

By: _____

Its

PRIMAC ANSONIA, LLC

By: _____

Charles E. Pompeo
Its Member

RLM ASSOCIATES LLC

By: _____

Raymond L. McGee
Its

_____

Raymond L. McGee

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

ANSONIA COPPER & BRASS, INC.

By: _____

Its CEO

PRIMAC ANSONIA, LLC

By: _____
Charles E. Pompea
Its Member

_____
Raymond L. McGee

PROMISSORY NOTE

$1,000,000.00 October 1, 2004
Ansonia, Connecticut

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, having its principal place of business at 75 Liberty Street, Ansonia, Connecticut (the "**Maker**"), hereby unconditionally promises to pay to the order of **PRIMAC ANSONIA, LLC**, a Connecticut limited liability company, having its principal place of business at 760 Newfield Street Middletown, Connecticut 06457 (the "**Payee**"), or any subsequent assignee or holder (Payee and any subsequent assignor or holder being sometimes referred to as the "**Holder**") the principal amount of **ONE MILLION AND 00/100 DOLLARS ($1,000,000.00)**, together with interest thereon as provided herein and all other sums due to Holder under this Note and the other Financing Documents (as defined in Section 3.1(a) below), and agrees with the Holder as follows:

W I T N E S S E T H:

WHEREAS, Maker and the Payee are parties to a certain Stock and Warrant Redemption Agreement dated as of the date hereof (the "**Redemption Agreement**") pursuant to which the Payee agreed to sell to the Maker shares of the Maker's Series A Convertible Preferred Stock and a Stock Subscription Warrant dated June 28, 2002 to purchase certain shares of the Maker's Common Stock (the "**Warrant**") for an aggregate purchase price of $1,568,438 (the "**Purchase Price**"); and

WHEREAS, pursuant to the Redemption Agreement, the portion of the Purchase Price attributable to the purchase of the Warrant in the amount of $1,000,000 shall be payable by the Maker pursuant to this Note;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Payee and Maker hereby agree as follows:

SECTION 1.
INTEREST AND PAYMENTS

Section 1.1. Acknowledgement. Maker hereby acknowledges the terms of the Redemption Agreement and its indebtedness to the Payee for payment of the Purchase Price for the Warrant pursuant to the Redemption Agreement.

Section 1.2. Interest. Subject to the conditions contained in this Section 1, the outstanding principal amount of this Note shall bear interest at a rate per annum equal to eight percent (8%). Any payment not made within fifteen (15) days of the due date therefor shall bear interest at the foregoing interest rate plus four percent (4%) or the highest interest rate allowed by law, whichever is lower.

Section 1.3. Payment of Principal and Interest. The outstanding principal amount of this Note, together with accrued interest thereon, shall be due and payable in sixty (60) consecutive monthly installments of principal and interest, commencing on November 1, 2004 and continuing on the same day of each calendar month thereafter, the first fifty-nine (59) of which shall equal $12,500.00, and, if not sooner paid, a sixtieth (60th) installment in the then outstanding principal amount, together with all unpaid interest accrued thereon and all other amounts due and payable by the Maker hereunder and under any other Financing Documents on October 1, 2009 (the "**Maturity Date**"), according to the payment schedule set forth in Schedule I attached hereto.

Section 1.4. Prepayment of Principal. The unpaid principal amount of this Note may be prepaid in whole or in part, without any penalty whatsoever.

Section 1.5. Place and Method of Payments. The Maker hereunder shall make all payments due to Holder at 760 Newfield Street, Middletown, Connecticut 06457, to the attention of Charles E. Pompea, in immediately available and freely transferable funds, or by hand-delivery to the Holder, or at such other address as indicated by the Holder to the Maker. Any payment required hereunder to be made on a day that is not a business day shall be made on the next succeeding business day, and interest shall continue to accrue during any such extension.

Section 1.6. Payments to be Free of Deductions. All payments by the Maker to Holder shall be made without setoff or counterclaim, and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, compulsory loans, restrictions or conditions of any nature now or hereafter imposed or levied by any country or any political subdivision thereof or taxing or other authority therein unless the Maker is compelled by law to make such deduction or withholding. If the Maker shall be required by law to make such deduction or withholding, the Maker will deliver to Holder tax receipts or other appropriate evidence of payment.

Section 1.7. Assignability. This Note may not be assigned or conveyed by the Holder to any person other than Charles E. Pompea or any of his affiliates.

SECTION 2.
SECURITY FOR THE OBLIGATIONS

In order to secure the payment and performance of the Maker's obligations (the "**Obligations**") under this Note and the other Financing Documents, Maker shall provide and issue to the Holder with a Stock Subscription Warrant for the purchase of shares of capital stock of the Maker as set forth and described in the Redemption Agreement (the "**New Warrant**").

SECTION 3.
EVENTS OF DEFAULT; ACCELERATION

Section 3.1. Default. If any of the following events (individually, an "**Event of Default**" and, collectively, "**Events of Default**", or, if the giving of notice or the lapse of time or

both is required, then, prior to such notice and/or lapse of time, individually, a "**Default**" and collectively, "**Defaults**") shall occur:

(a) Any amount owing under this Note is not paid within ten (10) days of the Holder's delivery of notice to the Maker that such amount has not been paid on the due date therefor (provided, however, that the Holder shall only be required to delivery any such notice for only one (1) such Event of Default in any consecutive 12-month period, and, at all other times, the Maker shall be in Default if any amount owing under this Note is not paid within ten (10) days of the due date therefor), or the Maker shall default in the performance of or compliance with any other term or provision contained in this Note, the New Warrant, the Redemption Agreement or any other documents, instruments or agreements executed in connection herewith or therewith (collectively, the "**Financing Documents**");

(b) if any material representation or warranty of the Maker in any of the Financing Documents shall prove to have been false in any material respect upon the date when made;

(c) if the Maker makes an assignment for the benefit of creditors, or admits in writing its inability to pay or generally fails to pay its debts as they mature or become due, or petitions or applies for the appointment of a trustee or other custodian, liquidator or receiver of the Maker or of any substantial part of the assets of the Maker or commences any case or other proceeding relating to the Maker under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, or takes any action to authorize or in furtherance of any of the foregoing; or if any such petition or application is filed or any such case or other proceeding is commenced against the Maker;

(d) a decree or order is entered appointing any such trustee, custodian, liquidator or receiver or adjudicating the Maker bankrupt or insolvent, or approving a petition in any such case or other proceeding, or a decree or order for relief is entered in respect of the Maker in an involuntary case under federal bankruptcy laws as now or hereafter constituted and such decree or order shall remain in effect for more than ninety (90) days, whether or not consecutive;

(e) if Maker shall breach any material provision of the Financing Documents, including without limitation Section 6 of the Redemption Agreement;

(f) if any Financing Document shall be canceled, terminated, revoked or rescinded otherwise than in accordance with the express prior written agreement, consent or approval of Holder; or any action at law, suit in equity or other legal proceeding to cancel, revoke or rescind any Financing Document shall be commenced by or on behalf of any Person bound thereby, or by any governmental or regulatory authority or agency of competent jurisdiction; or any court or any other governmental or regulatory authority or agency of competent jurisdiction shall make a determination that, or shall issue a judgment, order, decree or ruling to the effect that any Financing Document or any one or more of the material covenants, agreements or obligations of any Person or Persons under any Financing Document are illegal, invalid or unenforceable in accordance with the terms thereof; or

(g) if there shall have occurred a default or an event of default under any of the Senior Loan Documents (as defined by that certain Subordination Agreement dated as of the date hereof by and among the Payee, Fleet Precious Metals, Inc. and Fleet Capital Corporation, and consented to by the Maker), now existing or hereinafter arising, of Maker, unless such default or event of default has been cured or waived as provided in the Senior Loan Documents;

then, and so long as any such Event of Default shall not have been remedied or waived in writing by Holder, all amounts owing with respect to this Note and the other Financing Documents shall, at the option of Holder, be forthwith matured and become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Maker and by all guarantors, endorsers, and pledgors with respect hereto; provided, that in the case of any Event of Default specified in Section 3.1(c) or Section 3.1(d) above, all such amounts owing shall become immediately due and payable automatically and without any requirement of notice from Holder. In case any one or more of the Events of Default shall have occurred and be continuing, and whether or not Holder shall have accelerated the maturity of this Note pursuant to the foregoing, Holder, if owed any amount with respect to this Note, may proceed to protect and enforce Holder's rights by suit in equity, action at law and/or performance of any covenant or agreement contained in this Note, including, as permitted by applicable law, the obtaining of the ex parte appointment of a receiver, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of Holder. No remedy herein conferred upon Payee or the Holder of this Note is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of law.

Section 3.2. Cross Default. A default under the terms of this Note shall constitute a default under the other Financing Documents in effect at the time of any such default.

SECTION 4.
MISCELLANEOUS PROVISIONS

Section 4.1. Notices. All notices and other communications pursuant to this Note shall be in writing, either delivered in hand or sent by certified or registered U.S. mail, postage prepaid or commercial overnight courier service addressed to the parties at the addresses set forth in the Preamble above or, in either case, to such other address as the party to receive any such notice or other communication shall have designated by written notice to the other party. All periods of notice shall be measured from the date of delivery thereof, if delivered in hand or commercial overnight courier service, or from the date of receipt thereof, if mailed.

Section 4.2. Governing Law. This Note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Connecticut, without reference to Connecticut's choice of law principles. For the purposes of establishing the parties' rights hereunder, each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Connecticut located in the City of Hartford and

of the courts of the United States of America located in the City of Hartford, Connecticut, in connection with any actions, suits or proceedings arising out of or relating to this Note.

Section 4.3. No Waiver by Holder. Any failure by Holder to exercise any right under this Note or any other Financing Documents arising or existing as a result of the occurrence of an Event of Default, or any delay in such exercise, shall not constitute a waiver of the right to exercise such right at a later time so long as such Event of Default shall remain uncured, and shall not constitute a waiver of the right to exercise such right if any other Event of Default shall occur. The acceptance by Holder of the payment of any sum due and payable under this Note after the date specified for such payment shall not be a waiver of Holder's right to require prompt payment when due of all other sums payable under this Note or of Holder's right to declare a default for failure to make prompt payment in full.

Section 4.4. Waivers. Maker and each endorser, guarantor and surety of this Note, and each other Person liable or who shall become liable for all or any part of the indebtedness evidenced by this Note, waive demand, presentment, protest, notice of protest, notice of dishonor, diligence in collection, notice of nonpayment and all notices of a like nature.

Section 4.5. Joint and Several Obligation. If this Note is now, or hereafter shall be, signed by more than one Person, it shall be the joint and several obligation of all such Persons (including, without limitation, all makers, endorsers, guarantors and sureties, if any) and shall be binding on all such Persons and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 4.6. Benefit. This Note and all covenants, agreements and provisions set forth in this Note shall inure to the benefit of Holder and its successors and assigns, including any lender(s) with which Holder may participate in the making of any loans or advances evidenced by this Note.

Section 4.7. Definitions; Gender. As used in this Note, words of any gender shall be deemed to apply equally to any other gender, the plural shall include the singular and the singular shall include the plural (as the context shall require), and the word "**Person**" shall refer to individuals, entities, authorities and other natural and juridical persons of every type.

Section 4.8. COMMERCIAL WAIVER. THE MAKER AND EACH AND EVERY ENDORSER, GUARANTOR AND SURETY OF THIS NOTE, AND EACH OTHER PERSON WHICH IS OR WHICH SHALL BECOME LIABLE FOR ALL OR ANY PART OF THIS NOTE, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION AND WAIVE THEIR RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR BY OTHER APPLICABLE LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH HOLDER MAY DESIRE TO USE.

Section 4.9. JURY TRIAL. THE MAKER AND EACH AND EVERY ENDORSER, GUARANTOR AND SURETY OF THIS NOTE, AND EACH OTHER PERSON WHICH IS

OR WHICH SHALL BECOME LIABLE FOR ALL OR ANY PART OF THIS NOTE, HEREBY WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS NOTE IS A PART AND/OR IN THE ENFORCEMENT BY THE HOLDER OF ANY OF HOLDER'S RIGHTS AND REMEDIES HEREUNDER OR UNDER APPLICABLE LAW. THE MAKER ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER BY ITS ATTORNEY.

Section 4.10. Interpretation. The rights and remedies herein expressed are cumulative and not exclusive of any other rights which Holder would have otherwise. All of the terms and provisions of this Note shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Maker and Holder. The captions in this Note are for convenience of reference only and shall not define or limit the provisions hereof. This Note may be amended, and the performance or observance by the Maker of any terms of this Note or any other instrument relating hereto or the continuance of any Default or Event of Default may be waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the written consent of the Maker and the written consent of Holder. No waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. No course of dealing or delay or omission in the exercise of any right, remedy, power or privilege hereunder on the part of Holder shall impair, prejudice or constitute a waiver of any such right, remedy, power or privilege or otherwise be prejudicial thereto. No notice to or demand upon the Maker shall entitle the Maker to other or further notice or demand in similar or other circumstances.

Section 4.11. Holder Not a Joint Venturer. Notwithstanding anything to the contrary herein contained, Holder, by accepting this Note or by any action pursuant hereto, will not be deemed a partner or joint venturer with the Maker and the Maker agrees to hold Holder harmless from any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereof.

Section 4.12. Legal Fees and Expenses. The Maker shall pay the reasonable legal fees and the reasonable fees of experts and consultants engaged by the Holder and incurred with respect to the enforcement and/or collection of this Note and/or with respect to responding to any request made by the Maker for the consent of the Holder to any action that the Maker wishes to take that is either barred under terms of this Note or any other Financing Documents.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first set forth above.

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee

Its President

Schedule I

Principal borrowed: $1,000,000.00
Annual Payments: 12
Total Payments: 60
Annual interest rate: 8.00%
Regular Payment amount: $12,500.00
Final Balloon Payment: $583,885.01

Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Principal Balance
1	5833.33	6666.67	5833.33	6666.67	994166.67
2	5872.22	6627.78	11705.55	13294.45	988294.45
3	5911.37	6588.63	17616.92	19883.08	982383.08
4	5950.78	6549.22	23567.70	26432.30	976432.30
5	5990.45	6509.55	29558.15	32941.85	970441.85
6	6030.39	6469.61	35588.54	39411.46	964411.46
7	6070.59	6429.41	41659.13	45840.87	958340.87
8	6111.06	6388.94	47770.19	52229.81	952229.81
9	6151.80	6348.20	53921.99	58578.01	946078.01
10	6192.81	6307.19	60114.80	64885.20	939885.20
11	6234.10	6265.90	66348.90	71151.10	933651.10
12	6275.66	6224.34	72624.56	77375.44	927375.44
13	6317.50	6182.50	78942.06	83557.94	921057.94
14	6359.61	6140.39	85301.67	89698.33	914698.33
15	6402.01	6097.99	91703.68	95796.32	908296.32
16	6444.69	6055.31	98148.37	101851.63	901851.63
17	6487.66	6012.34	104636.03	107863.97	895363.97
18	6530.91	5969.09	111166.94	113833.06	888833.06
19	6574.45	5925.55	117741.39	119758.61	882258.61
20	6618.28	5881.72	124359.67	125640.33	875640.33
21	6662.40	5837.60	131022.07	131477.93	868977.93
22	6706.81	5793.19	137728.88	137271.12	862271.12
23	6751.53	5748.47	144480.41	143019.59	855519.59
24	6796.54	5703.46	151276.95	148723.05	848723.05
25	6841.85	5658.15	158118.80	154381.20	841881.20
26	6887.46	5612.54	165006.26	159993.74	834993.74
27	6933.38	5566.62	171939.64	165560.36	828060.36
28	6979.60	5520.40	178919.24	171080.76	821080.76
29	7026.13	5473.87	185945.37	176554.63	814054.63
30	7072.97	5427.03	193018.34	181981.66	806981.66
31	7120.12	5379.88	200138.46	187361.54	799861.54
32	7167.59	5332.41	207306.05	192693.95	792693.95
33	7215.37	5284.63	214521.42	197978.58	785478.58
34	7263.48	5236.52	221784.90	203215.10	778215.10
35	7311.90	5188.10	229096.80	208403.20	770903.20
36	7360.65	5139.35	236457.45	213542.55	763542.55
37	7409.72	5090.28	243867.17	218632.83	756132.83
38	7459.11	5040.89	251326.28	223673.72	748673.72

39	7508.84	4991.16	258835.12	228664.88	741164.88
40	7558.90	4941.10	266394.02	233605.98	733605.98
41	7609.29	4890.71	274003.31	238496.69	725996.69
42	7660.02	4839.98	281663.33	243336.67	718336.67
43	7711.09	4788.91	289374.42	248125.58	710625.58
44	7762.50	4737.50	297136.92	252863.08	702863.08
45	7814.25	4685.75	304951.17	257548.83	695048.83
46	7866.34	4633.66	312817.51	262182.49	687182.49
47	7918.78	4581.22	320736.29	266763.71	679263.71
48	7971.58	4528.42	328707.87	271292.13	671292.13
49	8024.72	4475.28	336732.59	275767.41	663267.41
50	8078.22	4421.78	344810.81	280189.19	655189.19
51	8132.07	4367.93	352942.88	284557.12	647057.12
52	8186.29	4313.71	361129.17	288870.83	638870.83
53	8240.86	4259.14	369370.03	293129.97	630629.97
54	8295.80	4204.20	377665.83	297334.17	622334.17
55	8351.11	4148.89	386016.94	301483.06	613983.06
56	8406.78	4093.22	394423.72	305576.28	605576.28
57	8462.82	4037.18	402886.54	309613.46	597113.46
58	8519.24	3980.76	411405.78	313594.22	588594.22
59	8576.04	3923.96	419981.82	317518.18	580018.18
60	*580018.18	3866.79	1000000.00	321384.97	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

STOCK SUBSCRIPTION WARRANT

To Purchase Shares of Common Stock of

ANSONIA COPPER & BRASS, INC. (the "Company")

DATE OF INITIAL ISSUANCE: October 1, 2004

VOID UPON THE TERMINATION DATE

THIS CERTIFIES THAT for value received, **PRIMAC ANSONIA, LLC, INCORPORATED** or its registered assigns (the "**Holder**") is entitled to purchase from the Company, at the times set forth herein, such number of shares of common stock, $.001 par value, of the Company (the "**Common Stock**"), at the Warrant Price, as equals the Warrant Shares (as defined below), payable in lawful money of the United States of America to be paid upon the exercise hereof. The exercise of this Warrant shall be subject to the provisions, limitations and restrictions herein contained, and may be exercised in whole or in part.

SECTION 1. Definitions.

For all purposes of this Warrant, the following terms shall have the meanings indicated:

Common Stock – shall mean and include the Company's authorized Common Stock, $.001 par value, as constituted at the date hereof.

Note – shall mean that certain Promissory Note in the original principal amount of $1,000,000 dated as of the date hereof and issued by the Company to the Holder.

Securities Act – shall mean the Securities Act of 1933, as amended.

Termination Date – shall mean the date upon which all outstanding principal of the Note, and accrued and unpaid interest thereon, and all other amounts due and owing from the Company to the Holder under this Warrant, the Note and the other Financing Documents (as defined by the Note) shall have been paid to the Holder.

Trigger Date – shall mean the first date on which any Event of Default (as defined by the Note) occurs.

Warrant Price – shall mean $.001 per share.

Warrant – shall mean this Warrant.

Warrant Shares – shall mean the lesser of (a) such number of shares of Common Stock as shall equal, on the date of the exercise hereof, 15% of the fully diluted outstanding shares of capital stock of the Company, where "fully diluted" shall mean that all options, warrants and other convertible securities of the Company shall be deemed to have been converted or exercised, or (b) such whole number of shares of Common Stock that shall have an aggregate value closest to (without exceeding) the outstanding principal amount of the Note and based on value for each share of Common Stock equal to the applicable Warrant Price for each such share of Common Stock.

SECTION 2. Exercise of Warrant.

2.1. Procedure for Exercise of Warrant. To exercise this Warrant in whole, but not in part, the Holder shall deliver to the Company at its office referred to in Section 5 hereof, only after the Trigger Date but within 120 days after the Trigger Date: (i) the Notice of Exercise in the form attached hereto, (ii) cash, certified or official bank check payable to the order of the Company or wire transfer of funds to the Company's account (or any combination of any of the foregoing) in the amount of the Warrant Price for each share being purchased, and (iii) this Warrant. In the event of any exercise of the rights represented by this Warrant, a certificate or certificates for the shares of Common Stock so purchased, registered in the name of the Holder or such other name or names as may be designated by the Holder, shall be delivered to the Holder hereof within a reasonable time, not exceeding fifteen days, after the rights represented by this Warrant shall have been so exercised. The person in whose name any certificate for shares of Common Stock is issued upon exercise of this Warrant shall for all purposes be deemed to have become the holder of record of such shares on the date on which the Warrant was surrendered and payment of the Warrant Price and any applicable taxes was made, irrespective of the date of delivery of such certificate, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open.

2.2. Transfer Restriction Legend. Each certificate for Warrant Shares shall bear the following legend (and any additional legend required by (i) any applicable state securities laws and (ii) any securities exchange upon which such Warrant Shares may, at the time of such exercise, be listed) on the face thereof unless at the time of exercise such Warrant Shares shall be registered under the Securities Act:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED

UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT.

Any certificate issued at any time in exchange or substitution for any certificate bearing such legend (except a new certificate issued upon completion of a public distribution under a registration statement of the securities represented thereby) shall also bear such legend unless, in the opinion of counsel for the holder thereof (which counsel shall be reasonably satisfactory to counsel for the Company) the securities represented thereby are not, at such time, required by law to bear such legend.

SECTION 3. Covenants as to Common Stock. The Company covenants and agrees that all shares of Common Stock that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued, fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. Without limiting the generality of the foregoing, the Company covenants that it will from time to time take all such action as may be requisite to assure that the stated or par value per share, if any, of the Common Stock is at all times equal to or less than the then Warrant Price. The Company further covenants and agrees that it will pay when due and payable any and all federal and state taxes which may be payable in respect of the issue of this Warrant or any Common Stock or certificates therefor issuable upon the exercise of this Warrant. The Company further covenants and agrees that the Company will at all times have authorized and reserved, free from preemptive rights, a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant. The Company further covenants and agrees that if any shares of capital stock to be reserved for the purpose of the issuance of shares upon the exercise of this Warrant require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued or delivered upon exercise, then the Company will in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be. If and so long as the Common Stock issuable upon the exercise of this Warrant is listed on any national securities exchange, the Company will, if permitted by the rules of such exchange, list and keep listed on such exchange, upon official notice of issuance, all shares of such Common Stock issuable upon exercise of this Warrant.

SECTION 4. Ownership. This Warrant and all rights hereunder are transferable only in whole upon the books of the Company by the Holder hereof in person or by its duly authorized attorney. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft or destruction, and, in such case, of indemnity or security reasonably satisfactory to it, and upon surrender of this Warrant if mutilated, the Company will make and deliver a new Warrant of like tenor, in lieu of this Warrant; provided that if the Holder hereof is an instrumentality of a state or local government or an institutional holder or a nominee for such an instrumentality or institutional holder an irrevocable agreement of indemnity by such Holder shall be sufficient for all purposes of this Section, and no evidence of loss or theft or destruction shall be necessary. This Warrant shall be promptly cancelled by the Company upon the surrender hereof in connection with any transfer or replacement. Except as otherwise provided above, in the case of the loss, theft or destruction of a Warrant, the Company shall pay all expenses, taxes and other

charges payable in connection with any transfer or replacement of this Warrant, other than stock transfer taxes (if any) payable in connection with a transfer of this Warrant, which shall be payable by the Holder. Holder will not transfer this Warrant and the rights hereunder except in compliance with federal and state securities laws; provided, however, that no such transfer shall be permitted unless the transferee is Charles E. Pompea or any of his affiliates.

SECTION 5. Notices. Any notice or other document required or permitted to be given or delivered to the Holder shall be delivered at, or sent by certified or registered mail to, the Holder at Primac Ansonia, LLC, 750 Newfield Street, Middletown, CT 06457 or to such other address as shall have been furnished to the Company in writing by the Holder. Any notice or other document required or permitted to be given or delivered to the Company shall be delivered at, or sent by certified or registered mail to, the Company at 75 Liberty Street, Ansonia, CT 06401 or to such other address as shall have been furnished in writing to the Holder by the Company. Any notice so addressed and mailed by registered or certified mail shall be deemed to be given when so mailed. Any notice so addressed and otherwise delivered shall be deemed to be given when actually received by the addressee.

SECTION 6. No Rights as Stockholder; Limitation of Liability. This Warrant shall not entitle the Holder to any of the rights of a shareholder of the Company. No provision hereof, in the absence of affirmative action by the Holder to purchase shares of Common Stock, and no mere enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the Warrant Price hereunder or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

SECTION 7. Law Governing. This Warrant shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without reference to its choice of law principles.

[balance of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer as of the date first set forth above.

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee

Title: President

FORM OF NOTICE OF EXERCISE

[To be signed only upon exercise of the Warrant]

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THE WITHIN WARRANT

The undersigned hereby exercises the right to purchase _____ shares of Common Stock which the undersigned is entitled to purchase by the terms of the within Warrant according to the conditions thereof, and herewith makes payment of the Warrant Price of such shares in full. All shares to be issued pursuant hereto shall be issued in the name of, and the initial address of such person to be entered on the books of the Company shall be:

_____
_____
_____

The shares are to be issued in certificates of the following denominations:

_____

[Type Name of Holder]

By: _____

Title: _____

Dated: _____

FORM OF ASSIGNMENT
(ENTIRE)

[To be signed only upon transfer of entire Warrant]

TO BE EXECUTED BY THE REGISTERED HOLDER
TO TRANSFER THE WITHIN WARRANT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ all rights of the undersigned under and pursuant to the within Warrant, and the undersigned does hereby irrevocably constitute and appoint _____ Attorney to transfer the said Warrant on the books of the Company, with full power of substitution.

_____

[Type Name of Holder]

By: _____

Title: _____

Dated: _____

NOTICE

The signature to the foregoing Assignment must correspond to the name as written upon the face of the within Warrant in every particular, without alteration or enlargement or any change whatsoever.

TERMINATION, GENERAL RELEASE AND COVENANT-NOT-TO-SUE AGREEMENT

This **TERMINATION, GENERAL RELEASE AND COVENANT-NOT-TO-SUE AGREEMENT** (this "**Agreement**") is made as of the 1st day of October, 2004, by and among **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation (the "**Company**"), **PRIMAC ANSONIA, LLC** ("**Primac**"), a Connecticut limited liability company, and **RAYMOND L. McGEE** ("**McGee**" and collectively with Primac, the "**Shareholders**"). The Company, Primac and McGee are referred to herein collectively as the "**Parties**" and individually as a "**Party**".

WHEREAS, the Parties are parties to that certain Shareholders' Agreement (the "**Shareholders' Agreement**") dated as of June 28, 2002; and

WHEREAS, the Parties desire to terminate the Shareholders' Agreement upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties hereto hereby agree as follows:

1. Releases and Covenants Not to Sue. As of the Effective Date (as defined below) each Party hereby remises, releases and forever discharges all other Parties and their successors and assigns and present and former affiliates, subsidiaries, officers, directors, shareholders, agents, personal representatives, attorneys, servants and employees from all debts, demands, actions, causes of action, charges, claims, demands, obligations and liabilities whatsoever of every name and nature, in connection with the Shareholders' Agreement ("**Claims**"), whether known or unknown to any Party, which each such Party now has or ever had from the first day of the world through the Effective Date, including without limitation any Claims occurring or existing on or before the Effective Date and relating to the Shareholders' Agreement; and covenants, warrants and agrees that it will not file or present any lawsuits, actions, statements, charges or claims with any federal or state governmental or judicial authority against the other Parties, or their respective successors or assigns, present or former affiliates, subsidiaries, officers, directors, shareholders, agents, personal representatives, attorneys, servants or employees with respect to any matters in connection with the Claims. The Parties hereby acknowlege and agree that the foregoing releases and covenants shall only apply with respect to the Shareholders' Agreement, and shall not apply with respect to any other agreements or contracts that exist, or may exist, between or among any of the Parties, including without limitation the Redemption Agreement (as defined in Section 6 below) and any agreements, instruments, mortgages or notes executed in connection therewith.

2. Shareholders' Agreement Termination. The Parties hereby acknowledge and agree that the Shareholders' Agreement is hereby terminated as of the Effective Date, and, as of the Effective Date, each Party is hereby released from any and all obligations or covenants of such Party contained therein.

3. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut, without regard to principles of

conflict of laws. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to, this Agreement shall be resolved in the applicable state or federal courts of Connecticut. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail and waive any jurisdictional or venue defenses available.

4. Modification, Supplement, Amendment or Waiver. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties to this Agreement. A waiver by any Party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

5. Binding Effect. This Agreement is binding upon each Party, and its respective heirs, executors and administrators and inures to the benefit of each Party and its respective successors and assigns.

6. Conditions; Effective Date. The termination of the Shareholders' Agreement and each Party's releases, terminations, waivers and covenants as set forth in this Agreement shall be conditioned upon the Company's redemption of 106,677 shares of the Company's Series A Convertible Preferred Stock, $.001 par value held by Primac, and a Stock Subscription Warrant held by Primac dated June 28, 2002 to purchase certain shares of the Company's Common Stock pursuant to that certain Stock and Warrant Redemption Agreement (the "**Redemption Agreement**") dated the date hereof among the Company and Primac and McGee. As used herein, the "**Effective Date**" shall mean the date upon which the Company, Primac and McGee execute the Redemption Agreement and any other documents required to be executed thereunder, and payment of the purchase price to Primac pursuant to the Redemption Agreement.

[Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date set forth above.

ANSONIA COPPER & BRASS, INC.

By: _____

Its CEO

PRIMAC ANSONIA, LLC

By: _____
Charles E. Pompea
Its Member

Raymond L. McGee

Raymond L. McGee

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date set forth above.

ANSONIA COPPER & BRASS, INC.

By: _____

Its

PRIMAC ANSONIA, LLC

By: _____

Charles E. Pompea
Its Member

RLM ASSOCIATES LLC

By: _____

Raymond L. McGee
Its

_____

Raymond L. McGee

OCT 01 '04 09:16AM ANDROS FLOYD P.2

SUBORDINATION AGREEMENT

THIS AGREEMENT dated as of October 1, 2004, by and between **PRIMAC ANSONIA LLC**, a Connecticut limited liability company, with a principal place of business at 760 Newfield Road, Middletown, , Connecticut 06457 (the "**Creditor**"), and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with offices at 111 Westminster Street, Providence, Rhode Island 02903 ("**FPM**"), and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation with offices at 200 Glastonbury Blvd., Glastonbury, Connecticut 06033 ("**FCC**") (FPM and FCC may hereinafter be referred to, individually, as a "**Lender**" and, together, as the "**Lenders**"); as consented to by **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Debtor**").

WITNESSETH THAT:

WHEREAS, the Debtor and the Lenders have entered into a Loan and Consignment Agreement of even date herewith (hereinafter, as it may from time to time be amended, supplemented, or restated, referred to as the "Loan and Consignment Agreement"), pursuant to which the Lenders have extended certain secured credit facilities to the Debtor, all in accordance with the terms and conditions of the Loan and Consignment Agreement; and

WHEREAS, a portion of the credit facilities extended to the Debtor by the Lenders pursuant to the Loan and Consignment Agreement will be used by the Debtor to pay a portion of the redemption price for the stock of the Creditor in the Debtor; and

WHEREAS, Debtor shall execute and deliver a promissory note to the Creditor in the original principal amount of One Million Dollars ($1,000,000) (the "Creditor Note") in payment of the balance of the redemption price for the Creditor's common stock warrant of the Debtor; which Creditor Note will be secured by a Stock Subscription Warrant dated as of October 1, 2004 (the "Warrant") ; and

WHEREAS, in order to induce the Lenders to enter into the Loan and Consignment Agreement and to extend the credit facilities to the Debtor in accordance therewith, the Creditor desires to enter into certain agreements with respect to any and all indebtedness and obligations of the Debtor to the Creditor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Creditor hereby covenants and agrees with the Lenders that all obligations, liabilities and indebtedness of the Debtor to the Creditor under the Creditor Note, all extensions and renewals thereof, and any and all other indebtedness, liabilities and obligations of the Debtor to the Creditor, whether now existing or hereafter incurred, whether direct, indirect or contingent, and howsoever evidenced (the "Subordinated Indebtedness"), and any and all security and collateral therefor, whether now existing or hereafter acquired (the "collateral") hereby are and shall at all

times be subordinate and junior to indebtedness, liabilities and obligations of the Debtor to the Lenders pursuant to the Loan and Consignment Agreement, that certain Revolving Loan Note dated the date hereof in the maximum principal amount of Eight Million Dollars ($8,000,000) executed and delivered by the Debtor payable to the order of FCC, as the same may be increased from time to time (as so increased, the "Revolving Note A"); that certain Revolving Loan Note dated the date hereof in the maximum principal amount of Twelve Million Dollars ($12,000,000) executed and delivered by the Debtor payable to the order of FPM, as the same may be increased from time to time (as so increased, the "Revolving Note B"); that certain Term Promissory Note dated the date hereof in the original principal amount of One Million Dollars ($1,000,000) executed and delivered by the Debtor payable to the order of FCC (the "Term Note"); that certain Equipment Loan Note in the maximum principal amount of One Million Dollars ($1,000,000) executed and delivered by the Debtor payable to the order of FCC (the "Equipment Loan Note"; and collectively with the Loan and Consignment Agreement, the Revolving Note A, Revolving Note B, the Term Note and the Equipment Note, the "Senior Loan Documents"); and any and all other indebtedness, obligations and liabilities of the Debtor to the Lenders and each of them, arising out of or in connection with the Senior Loan Documents, as the same may be amended in accordance with the provisions of Paragraph 2(c) hereof) and all other instruments, documents and agreements contemplated thereby (all of the foregoing are hereinafter collectively called the "Senior Indebtedness"), to the extent and in the manner hereinafter set forth. The Warrant shall not be subordinate and junior to the Senior Indebtedness or any collateral therefor and the proceeds from the exercise of remedies under the Warrant shall be applied to all of the principal, interest and fees and expenses owing on the Subordinated Indebtedness.

2. (a) In the event of any liquidation, dissolution or winding up of the Debtor, or of any execution sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceeding relative to the Debtor or its property, all principal and interest owing on all Senior Indebtedness shall first be paid in full before any payment is made upon the indebtedness evidenced by the Creditor Note or any other Subordinated Indebtedness (except with respect to the Warrant as provided in Paragraph 1 hereof); and in any such event, and in the event of any payment in violation of the subordination provisions hereof, any payment or distribution of any kind or character, whether in cash, property or securities (other than with respect to the Warrant as provided in Paragraph 1 hereof in securities or other evidences of indebtedness, the payment of which is subordinated to the payment of all Senior Indebtedness which may at the time be outstanding), which shall be made upon or in respect of the Subordinated Indebtedness shall be paid over to the holders of such Senior Indebtedness for application in payment thereof unless and until such Senior Indebtedness shall have been paid or satisfied in full.

(b) In the event that any or all of the Subordinated Indebtedness is declared or becomes due and payable because of the occurrence of any default thereunder, under circumstances when the foregoing clause (a) shall not be applicable, the holders of the Subordinated Indebtedness shall be entitled to payments only if (i) there shall first have been paid in full all Senior Indebtedness outstanding at the time the Subordinated Indebtedness so becomes due and payable because of any

such event, or (ii) the Lenders shall have given their consent to the payment of the Subordinated Indebtedness, or (iii) payment shall have been provided for in a manner satisfactory to the holders of such Senior Indebtedness.

(c) The Lenders covenant and agree that they will not increase the principal indebtedness of the Equipment Note or the Term Note without the prior written consent of the Creditor, which shall not be unreasonably delayed or denied. The Creditor acknowledges that the Lenders may amend all other provisions of the Senior Loan Documents, including, without limitation, changing pricing and increasing the maximum principal amount of the Revolving Loan Note A and Revolving Loan Note B and the maximum amount of the copper consignment facility and the forward contract facility extended to the Debtor pursuant to the Loan and Consignment Agreement, without obtaining the consent of, or giving notice to, the Creditor. Upon increasing the maximum principal amount of the Revolving Loan Note A or Revolving Loan Note B or the maximum amount of the copper consignment facility or the forward contract facility, such increased indebtedness shall automatically become Senior Indebtedness entitled to the provisions hereof.

(d) The Creditor covenants and agrees that it will not amend or permit amendment of the terms of the Creditor Note or any instrument or agreement evidencing or securing the Subordinated Indebtedness without the prior written consent of the Lenders, and no payment of principal or interest shall be made or accepted on the Subordinated Indebtedness until payment in full of the Senior Indebtedness except for the following (hereinafter referred to as the "Permitted Payments"):

(i) interest may be paid at the dates set forth in the Creditor Note at the annual rate of eight percent (8%) provided no Event of Default (as defined in the Loan and Consignment Agreement and including a failure to comply with any of the financial covenants) has occurred and is then continuing, or would result from such payment, and no event has occurred and is then continuing, or would result from such payment, which, with the passage of time or the giving of notice, or both, would be an Event of Default (including a failure to comply with any of the financial covenants); and

(ii) principal may be paid at the dates, and in the amounts, set forth in the Creditor Note, provided that at the time of such payment no Event of Default has occurred and is then continuing, or would result from such payment, and no event has occurred and is then continuing, or would result from such payment, which, with the passage of time or the giving of notice, or both, would be an Event of Default.

(e) The holder of the Subordinated Indebtedness shall not take or enjoy any collateral to secure the Subordinated Indebtedness except for the Warrant.

(f) Notwithstanding anything contained herein to the contrary, the Holder of the Subordinated Indebtedness may exercise its remedies under the Warrant upon the occurrence of an event of default under the Creditor Note. Other than in connection with exercising its rights under the Warrant, the holder of the Subordinated Indebtedness agrees that, prior to the earlier to occur of (i) payment in full of the Senior Indebtedness, (ii) the acceleration of the maturity of the Senior Indebtedness by the Lenders, or (iii) the expiration of one (1) year from the failure of the Debtor to make a Permitted Payment under the Creditor Note, it shall not accelerate the payment of the Subordinated Indebtedness, or offset amounts owed to Debtor by Creditor against Subordinated Indebtedness or seek to enforce any of its right and remedies under the Creditor Note, without first obtaining the prior written consent of the Lenders. The foregoing shall not at any time prevent the Creditor from notifying the Debtor of a default under the Subordinated Indebtedness of filing proofs of claim in any bankruptcy proceeding.

3. With the exception of Permitted Payments, the Lenders shall have the sole right to accept and receive from the Debtor any payment of principal or interest and all other payments and distributions on or with respect to the Subordinated Indebtedness. In the event that any payment of principal or interest or other payment or distribution of assets of the Debtor (other than Permitted Payments) shall be received by the holder of the Subordinated Indebtedness, notwithstanding the foregoing, in violation of the subordination provisions of this Agreement, while any Senior Indebtedness is unpaid, such payment or distribution shall be held by the holder of the Subordinated Indebtedness in trust for the holders of the Senior Indebtedness and paid over to such holders of the Senior Indebtedness by the holder of the Subordinated Indebtedness to the extent necessary to make payment in full of any unpaid Senior Indebtedness.

4. The Creditor, for itself and its successors and assigns, hereby irrevocably authorizes and directs the holders of the Senior Indebtedness and their respective successors and assigns, and any trustee in bankruptcy, receiver, custodian or assignee for the benefit of creditors of the Debtor, whether in voluntary or involuntary liquidation, dissolution or reorganization, in its behalf to take such action as may be necessary or appropriate to effectuate the pledge and subordination provided for in this Agreement.

5. Nothing contained in the subordination provisions of this Agreement or the Subordinated Indebtedness is intended to or shall impair, as between the Debtor, its creditors other than the holders of Senior Indebtedness, and the holder of the Subordinated Indebtedness, the obligation of the Debtor, which is absolute and unconditional, to pay to the holder of the Subordinated Indebtedness the principal of and the interest on the Subordinated Indebtedness, or is intended to or shall affect the relative rights of the holder of the Subordinated Indebtedness and the creditors of the Debtor other than the holders of Senior Indebtedness, nor shall anything herein or therein prevent the holder of the Subordinated Indebtedness from exercising all remedies otherwise permitted by applicable law upon default under the Subordinated Indebtedness, subject to the right, if any, under the subordination provisions of this Agreement and the Subordinated Indebtedness of

the holders of Senior Indebtedness in respect of cash, property or securities of the Debtor received upon the exercise of such remedy.

6. No right of any holder of any Senior Indebtedness to enforce subordination as herein provided shall at any time or in any way be affected or impaired by any failure to act on the part of the Debtor, or by any non-compliance by the Debtor with any of the terms, provisions and covenants of the notes or the agreement under which they are issued, regardless of any knowledge thereof that any such holder of Senior Indebtedness may have or be otherwise charged with, or by any action which the Lenders may take or refrain from taking with respect to the Subordinated Indebtedness, the notes evidencing the same, if any, or any collateral therefor. The Creditor shall reimburse the Lenders upon demand for any and all reasonable out-of-pocket costs, charges and expenses incurred by the Lenders, or either of them (including reasonable attorneys' fees and disbursements) in any enforcement of this Agreement.

7. The Creditor shall not sell, assign or transfer any of its interest in the Subordinated Indebtedness unless the buyer, assignee or transferee thereof shall agree in writing to become bound by the provisions of this Agreement and the holders of the Senior Indebtedness shall have been furnished with original copies of such agreement.

8. THE CREDITOR AND THE LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PART, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE LENDERS RELATING TO THE ADMINISTRATION OF THIS AGREEMENT OR ENFORCEMENT OF THIS AGREEMENT, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE CREDITOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE CREDITOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF EITHER OF THE LENDERS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDERS WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDERS TO ACCEPT THIS AGREEMENT.

9. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Connecticut (excluding the laws applicable to conflicts or choice of law). THE PARTIES AGREE THAT ANY SUIT FOR THE ENFORCEMENT OF THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CONNECTICUT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE PARTIES BY MAIL AT THE ADDRESS SET FORTH IN THIS AGREEMENT, PROVIDED THAT, IN THE CASE OF SUIT AGAINST THE LENDERS, A COPY OF SERVICE OF PROCESS ON THE LENDERS IS SENT TO THEIR ATTORNEY, PATRICIA J. IGOE, ESQ., NIXON PEABODY LLP, ONE CITIZENS PLAZA, PROVIDENCE, RHODE ISLAND 02903. THE PARTIES HEREBY WAIVE ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM. THIS CLAUSE SHALL NOT MODIFY THE VENUE SET FORTH IN THE CREDITOR NOTE OR ANY AGREEMENT BETWEEN THE LENDERS AND THE DEBTOR OR THE CREDITOR AND THE DEBTOR.

10. Whenever the context of this Agreement so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

11. This Agreement shall be binding upon the successors and assigns of the parties hereto.

The next page is a signature page

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

WITNESS:

PRIMAC ANSONIA LLC

By:
Title: President

FLEET PRECIOUS METALS INC.

By:
Title:

FLEET CAPITAL CORPORATION

By:
Title:

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

WITNESS:

PRIMAC ANSONIA LLC

_____

By:_____
Title:

FLEET PRECIOUS METALS INC.

By:_____
Title: VP.

FLEET CAPITAL CORPORATION

By:_____
Title: SVP

The Debtor agree, for the benefit of the holders of Senior Indebtedness, that in the event that the Creditor Nolte or any note or agreement evidencing Subordinated Indebtedness is declared due and payable before its expressed maturity because of the occurrence of a default thereunder (i) the Debtor will comply with the provisions of paragraph 3 hereof, (ii) the Debtor will give prompt notice in writing of such happening to the holders of Senior Indebtedness, and (iii) all Senior Indebtedness shall forthwith become immediately due and payable upon demand regardless of the expressed maturity thereof. The Debtor further covenants and agrees not to make any payment to the Creditor in violation of the terms of this Agreement. TO THE EXTENT IT MAY LAWFULLY DO SO, THE DEBTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR IN RESPECT OF THIS AGREEMENT.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Title: PRESIDENT

BY CONFIRMED TELECOPIER

October 27, 2005

Mr. Raymond L. McGee
Ansonia Copper & Brass, Inc.
75 Liberty Street
Ansonia, Connecticut 06401

Ladies and Gentlemen:

Reference is hereby made to (a) that certain **LOAN AND CONSIGNMENT AGREEMENT** by and among **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with offices at 111 Westminster Street, Providence, Rhode Island 02903 ("**FPM**"), and **BANK OF AMERICA, N.A.** (assignee of Banc of America Leasing & Capital, LLC which is successor to Fleet Capital Corporation) with offices at 200 Glastonbury Blvd., Glastonbury, Connecticut 06033 ("**BofA**") (FPM and BofA may hereinafter be referred to, individually, as a "**Lender**" and, together, as the "**Lenders**"); and **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Company**"), dated as of October 1, 2004, as the same may be amended from time to time, (as so amended, the "**Loan and Consignment Agreement**"); and (b) each of the security agreements, guaranty agreements, pledge agreements and any and all other documents, instruments or agreements now or hereafter securing or providing collateral for, or evidencing, the Obligations or executed in connection therewith (the "**Loan and Consignment Documents**"). All capitalized terms used herein without definition shall have the meanings assigned by the Loan and Consignment Agreement.

The Company and the Guarantor are hereby notified that Events of Default have occurred in the Company's obligations to the Lenders as such obligations are documented by the loan and Consignment Agreement and the Loan and Consignment Documents by failing to maintain a ratio of (a) the Company's EBITDA, minus the sum of (i) cash corporate income taxes, (ii) cash Shareholder Tax Distributions, (iii) cash distributions during the period to shareholders other than Shareholder Tax Distributions, and (iv) Unfinanced Capital Expenditures, to (b) the Company's Total Debt Service of not less than 1.2:1 at May 31, 2005 and August 31, 2005, as required by Paragraph 14.27 of the Loan and Consignment Agreement.

This letter puts the Company and the Guarantor on notice that:

(i) the Lenders have, as a result of the occurrence and continuation of the Events of Default, certain rights and remedies under the Loan and Consignment Agreement, the Loan and Consignment Documents and applicable law, including, without limitation, the right of acceleration and enforcement of rights as a secured creditor, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan and Consignment Agreement, the right not to extend further credit under the Loan and Consignment Agreement, the right to discontinue LIBOR Rate Loans and Fixed Rate Consignments and the right to terminate the Revolving Loans, the Consignment Facility, the Forward Contract Facility, the Term Loan and the Equipment Loan under the Loan and Consignment Agreement;

(ii) none of such rights and remedies has been waived, abandoned, discontinued or in any other manner precluded from exercise; and

(iii) neither the failure to exercise any such right or remedy, the making of any Advances or consignments of Base Metal or the entering into of Forward Contracts or issuance of Letters of Credit by the Lenders in their sole and absolute discretion nor any other course of action or forbearance of the exercise of any rights and remedies on the part of the Lenders (a) shall constitute (or be deemed to constitute) any waiver, abandonment, discontinuation or other preclusion of the exercise of any and all rights and remedies with respect to the specified Events of Default or any other Event of Default now or hereafter existing, or (b) shall be construed to constitute an agreement on the part of the Lenders (x) to extend further credit to the Company under the Loan and Consignment Agreement, (y) to provide any waiver of the specified Events of Default or any other Event of Default now or hereafter existing or (z) to take any action, or to forbear from taking any other action or from exercising any right or remedy available to any of them.

This letter shall not constitute a waiver of any Events of Default existing on the date hereof and shall not be construed as a basis for any present or future waiver of any provision of the Loan and Consignment Agreement, or any document or instrument securing the Loan and Consignment Agreement. In addition, this letter agreement is made without prejudice to any and all rights and remedies the Lenders have under applicable law or under the documents evidencing and securing the Obligations of the Company and the Guarantor to the Lenders.

The Company and the Guarantor are further put on notice that no amendment or modification of this letter or the Loan and Consignment Agreement or the Loan and Consignment Documents shall be effective unless made in writing and signed by the Lenders. Any and all future discussions and exchange of information and documentation between the Lenders and the Company shall be without prejudice to the Lenders and shall not be deemed to modify, waive, or amend any term or provision of this letter or the Loan and Consignment Agreement or the Loan and Consignment Documents.

BANK OF AMERICA, N.A.

By:_____
Title: SVP

FLEET PRECIOUS METALS INC.

By:_____
Title: Vice President

LIMITED GUARANTY AGREEMENT
OF
RAYMOND L. McGEE

THIS **LIMITED GUARANTY AGREEMENT**, dated as of October 1, 2004, by **RAYMOND L. McGEE**, with an address of 934 Boston Post Road, Madison, Connecticut 06443 (the "**Guarantor**") in favor of **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with offices at 111 Westminster Street, Providence, Rhode Island 02903 ("**FPM**"), and **FLEET CREDIT CORPORATION**, a Rhode Island corporation with offices at 200 Glastonbury Blvd., Glastonbury, Connecticut 06033 ("**FCC**"; and together with FPM, the "**Lenders**").

WITNESSETH:

Background. Pursuant to that certain Loan and Consignment Agreement dated as of the date hereof between **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation (the "**Borrower**"), and the Lenders (as the same may be amended from time to time, the "Loan and Consignment Agreement"), the Lenders have agreed to extend a three (3) year committed credit facility, including a copper consignment facility, a forward contract facility, revolving loans, equipment loans and a term loan, to the Borrower. The Guarantor is a shareholder of the Borrower. Therefore, as the financial success of the Guarantor is dependent upon the financial success of the Borrower and the financing of the Borrower by the Lenders will result in a financial benefit to the Guarantor, the Guarantor desires to guaranty the payment and performance of the obligations, indebtedness and liabilities of the Borrower to the Lenders on the terms and conditions, and subject to the limitations, hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the Guarantor hereby agrees as follows:

1. In consideration of any and all loans, advances, acceptances, consignments of precious metal, discounts and extensions of credit made by the Lenders to, for the account of, or on behalf of the Borrower, and as an inducement for the Lenders to make future loans, consignments, advances, acceptances, discounts and extensions of credit to, for the account of, or on behalf of the Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lenders, and each of them, the punctual payment in full of the principal, interest and all other sums and amounts due and to become due from the Borrower to the Lenders, and each of them, at any time and from time to time from the date hereof until termination of the liability of the Guarantor hereunder to the extent hereinafter provided, on account of any and all obligations, indebtedness and liabilities of the Borrower to the Lenders, or either of them, whether now existing or hereafter incurred, whether direct, indirect or contingent, whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, check or other agreement, instrument or document (all of which obligations, indebtedness and liabilities are hereinafter referred to individually as an "Obligation" and collectively as the "Obligations"), including, without limitation, all obligations, indebtedness and liabilities evidenced by or incurred pursuant to (i) that certain Loan and Consignment Agreement dated as of the date hereof by and between the Borrower and the Lenders, as the same may be amended from time to time, (ii) that certain Revolving Loan Note dated as of the date hereof in the maximum principal amount of Eight Million Dollars ($8,000,000) of the

Borrower payable to the order of FCC, as the same may be amended from time to time, (iii) that certain Term Promissory Note dated as of the date hereof in the original principal amount of One Million Dollars ($1,000,000) of the Borrower payable to the order of FCC, as the same may be amended from time to time, (iv) that certain Equipment Loan Note dated as of the date hereof in the maximum principal amount of One Million Dollars ($1,000,000) of the Borrower payable to the order of FCC, as the same may be amended from time to time, (v) that certain Revolving Loan Note dated as of the date hereof in the maximum principal amount of Twelve Million Dollars ($12,000,000) of the Borrower payable to the order of FPM, as the same may be amended from time to time, and (vi) any other promissory notes of the Borrower payable to the order of FCC pursuant to the Loan and Consignment Agreement, as the same may be amended from time to time (collectively, the "Financing Agreements").

2. The Guarantor hereby expressly waives the following: notice of the incurring of indebtedness by the Borrower; presentment and demand for payment, protest, notice of protest and notice of dishonor or non-payment of any instrument evidencing Obligations of the Borrower; any right to require suit against the Borrower or any other party before enforcing this guaranty; any right to have security applied before enforcing this guaranty; notice of acceptance of this guaranty; notice of any default hereunder or under any agreement evidencing any of the Obligations; all other notices and demands otherwise required by law which the Guarantor may lawfully waive; and any right of subrogation to the Lenders' rights against the Borrower until the Borrower's Obligations are paid in full. The Guarantor hereby expressly agrees that the Lenders may, in their sole and absolute discretion, without notice to or further assent of the Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantor hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to, any of the Obligations or any agreement or instrument securing any of the Obligations; (ii) modify, amend or change any provisions of any of the Obligations; (iii) grant extensions or renewals of or with respect to any of the Obligations, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral at any time securing any Obligation; (v) make advances for the purposes of performing any term or covenant contained in any agreement evidencing any of the Obligations or any instrument or agreement securing the Obligations, with respect to which the Borrower shall be in default; (vi) assign or otherwise transfer any agreement evidencing any of the Obligations and any instrument or agreement securing the Obligations, including without limitation, this guaranty, or any interest therein; and (vii) deal in all respects with the Borrower as if this guaranty were not in effect. The obligations of the Guarantor under this guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of any agreement evidencing any of the Obligations or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of the Guarantor under this guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lenders of any remedies they may have against the Borrower or any other party with respect to the Obligations or any instrument or agreement securing the Obligations, whether pursuant to the terms thereof or otherwise. No exercise or nonexercise by the Lenders of any right given to them hereunder or under any agreement evidencing any of the Obligations or any instrument or agreement securing any of the Obligations, and no change, impairment or suspension of any right or remedy of the Lenders shall

in any way affect any of the Guarantor's obligations hereunder or give the Guarantor any recourse against the Lenders. Without limiting the generality of the foregoing, the Lenders shall not be required to make any demand on the Borrower and/or any other party, or otherwise pursue or exhaust their remedies against the Borrower or any other party, before, simultaneously with or after, enforcing their rights and remedies hereunder against the Guarantor. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor either in the same action, if any, brought against the Borrower and/or any other party, or in separate actions, as often as any holder of an Obligation, in its sole discretion, may deem advisable. Any action brought on this guaranty with respect to one or more Obligations shall not prevent the commencement of subsequent or separate actions with respect to any other Obligations.

4. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing; and shall be sent by any one of the following: certified mail, return receipt requested; overnight courier; confirmed telecopier; or by hand and shall be addressed (a) if to the Guarantor, to the Guarantor to his address as set forth herein, and (b) if to the Lenders, to them at the Lenders' Address set forth in the Loan and Consignment Agreement. Notices shall be deemed effective three (3) days after deposit in the mail, if sent by certified mail; the next business day, if sent by overnight courier; upon confirmation, if sent by confirmed telecopier; and upon delivery, if sent by hand. The address of any party hereto for such demands, notices and other communications may be changed by giving notice in writing at any time to the other party hereto.

5. All payments shall be made by the Guarantor at the office of the Lenders herein set forth or such other place as the Lenders may from time to time specify in writing in lawful currency of the United States of America in immediately available funds, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments.

6. All rights and remedies afforded to the Lenders by reason of this guaranty or by law are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Lenders in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights or remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Lenders unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Lenders, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

7. The obligation of the Guarantor to make payment in accordance with the terms of this guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Borrower or his estate in bankruptcy or reorganization resulting from the operation of any present or future provision of Title 11 of the United States Code or other statute or from the decision of any court. The obligations of the Guarantor hereunder shall survive any judgment, order, or decree subordinating or voiding in whole or in part the obligations of the Borrower to the Lenders and shall extend to the repayment of any sums recovered from the Lenders on any basis (including any

provision of Chapter 5 of Title 11, United States Code) either before or after satisfaction in full by the Borrower of its obligations to the Lenders.

8. The Guarantor further covenants and agrees with the Lenders that during such time as this guaranty is in effect, Guarantor will make no material adverse change in Guarantor's individual financial status. In the event of any breach of said covenants and agreements, all indebtedness of the Borrower, regardless of its terms, shall, at the Lenders' election, be deemed for the purposes of this guaranty to have become matured, and at the Lenders' election, the Guarantor shall promptly pay to the Lenders the entire amount of said indebtedness of the Borrower, and the Lenders may take any action deemed necessary or advisable to enforce this guaranty.

9. In the event that a petition in bankruptcy or for an arrangement or reorganization of, or for an order for relief with respect to, the Borrower under the bankruptcy laws or for the appointment of a receiver for the Borrower or any of its property is filed by or against the Borrower (provided, however, that the involuntary filing of a petition in bankruptcy against the Guarantor shall not constitute an Event of Default unless the Guarantor fails to object and the petition is not discharged within sixty (60) days after the filing thereof), or if the Borrower shall make an assignment for the benefit of creditors or shall become insolvent, or if an event of default shall occur under or with respect to any of the Obligations, including, without limitation the Loan and Consignment Agreement ("Events of Default") all indebtedness of the Borrower shall, for the purpose of this guaranty, be deemed at the Lenders' election to have become immediately due and payable.

10. The Guarantor further agrees to pay the Lenders any and all costs, expenses and reasonable attorneys' fees paid or incurred by the Lenders in collecting or endeavoring to enforce this guaranty (the "Reimbursable Expenses"). All accounts, deposits, and property of the Guarantor with or in the hands of the Lenders, or either of them, shall be and stand pledged as collateral security for the indebtedness of the Borrower, and the Lenders shall have the same rights of setoff with respect to deposits and other credits of the Guarantor as either Lender may have with respect to the deposits and other credits of the Borrower.

11. This guaranty shall operate as an irrevocable and continuing guaranty of all obligations, liabilities and indebtedness of the Borrower incurred under the Financing Agreements. As to Obligations not incurred pursuant to the Financing Agreements, this guaranty shall operate as a continuing guaranty and shall terminate as to the Guarantor only upon written notice signed by the Guarantor or Guarantor's personal representative and actually received by the Lenders, but such termination shall be effective only as to indebtedness of the Borrower incurred subsequent to the receipt of such notice by the Lenders, and this guaranty shall remain in full force and effect as to all indebtedness and Obligations of the Borrower theretofore incurred.

12. The Guarantor further covenants and agrees with the Lenders that during such time as this Guaranty is in effect, Guarantor will deliver to the Lenders (a) not later than ninety (90) days after the end of the Borrower's fiscal year, a personal financial statement containing a statement of assets, liabilities (contingent and direct) and income in reasonable detail and in such form and with such certifications as Lenders may reasonably require as well as a copy of the Guarantor's federal

and state income tax return for the previous calendar year, and (b) such further financial information as Lenders may reasonably require from time to time.

13. All agreements between the Guarantor and the Lenders are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Lenders for the use or the forbearance of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect as of the date hereof; provided, however, that in the event there is a change in the law which results in a higher permissible rate of interest, then this Limited Guaranty Agreement shall be governed by such new law as of its effective date. In this regard, it is expressly agreed that it is the intent of the Guarantor and the Lenders in the execution, delivery and acceptance of this Limited Guaranty Agreement to contract in strict compliance with the laws of the State of Connecticut from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any of the credit documents at the time of performance of such provision shall be due, shall involve transcending the limit of such validity prescribed by applicable law, then the obligation to be fulfilled shall automatically be reduced to the limits of such validity, and if under or from circumstances whatsoever the Lenders should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the Guarantor and the Lenders.

14. The Guarantor hereby grants to the Lenders, a continuing lien, security interest and right of setoff as security for all liabilities and obligations to the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of the Lenders or any entity under the control of Bank of America Corporation and its successors and assigns or in transit to any of them. At any time and from time to time after the occurrence and during the continuance of an Event of Default, without demand or notice (any such notice being expressly waived by the Guarantor), the Lenders may setoff the same or any part thereof and appy the same to any liability or obligation of the Guarantor even though unmatured and regardless of the adequacy of any other collateral securing this Limited Guaranty Agreement. ANY AND ALL RIGHTS TO REQUIRE LENDERS TO EXERCISE THEIR RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THIS LIMITED GUARANTY AGREEMENT OR THE LOAN AND CONSIGNMENT AGREEMENT, PRIOR TO EXERCISING THEIR RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

15. THE GUARANTOR AND THE LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OTHER CREDIT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER

VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE LENDERS RELATING TO THE ADMINISTRATION OF THE CREDIT FACILITY, OT THE ENFORCEMENT OF THIS GUARANTY OR THE LOAN AND CONSIGNMENT DOCUMENTS, AND AGREE THAT NEITHER THE GUARANTOR NOR EITHER LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE GUARANTOR HEREBY WAIVES ANY RIGHT HE MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE GUARANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF EITHER OF THE LENDERS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDERS OR EITHER OF THEM WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDERS TO ACCEPT THIS GUARANTY AND TO EXTEND THE CREDIT FACILITIES TO THE BORROWER.

16. Neither this guaranty nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

17. This guaranty shall be construed in accordance with and governed by the laws of the State of Connecticut (excluding the laws applicable to conflicts or choice of law). THE GUARANTOR AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS GUARANTY MAY BE BROUGHT IN THE COURTS OF THE STATE OF CONNECTICUT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE GUARANTOR BY MAIL AT THE ADDRESS SET FORTH IN THIS GUARANTY. THE GUARANTOR HEREBY WAIVES ANY OBJECTION THAT THE GUARANTOR MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

18. This guaranty shall be binding upon the Guarantor and the Guarantor's heirs, executors, administrators and assigns, and shall inure to the benefit of each Lender and its successors and assigns. This guaranty is intended to constitute a separate and independent guaranty in favor of each Lender, and each Lender may in its sole discretion enforce its rights and remedies under or with respect to this guaranty individually in its own name or jointly with the other Lender. The terms "Guarantor" and "Borrower" and any pronouns referring thereto as used herein shall be construed in the masculine, feminine, neuter, singular or plural as the context may require.

19. The Guarantor shall not be required to make any demand on the Borrower or to exhaust its remedies against the Borrower before, concurrently with or after enforcing its rights hereunder against the Guarantor. Any number of separate, successive or concurrent actions may be

IN WITNESS WHEREOF, this Limited Guaranty Agreement has been executed and delivered to the Lenders by the undersigned Guarantor as of the date first above written.

WITNESS:

Raymond L. McGee
Address: 934 Boston Post Road
Madison, Connecticut 06443

brought against the Borrower, or the Guarantor as the Lenders may determine in their sole discretion.

20. Notwithstanding anything contained herein, in the absence of fraud by the Guarantor, the aggregate liability of the Guarantor under this Limited Guaranty Agreement is SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) PLUS ALL REIMBURSABLE EXPENSES (as hereinabove defined).

The next page is a signature page

AGREEMENT REGARDING LIMITED GUARANTY AGREEMENT

This **AGREEMENT REGARDING LIMITED GUARANTY AGREEMENT** (hereinafter, the "**Agreement**") is made this 1st day of October, 2004 by and between **RAYMOND L. McGEE**, with an address of 934 Boston Post Road, Madison, Connecticut 06443 (the "**Guarantor**"), and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with offices at 111 Westminster Street, Providence, Rhode Island 02903 ("**FPM**"), and **FLEET CREDIT CORPORATION**, a Rhode Island corporation with offices at 200 Glastonbury Blvd., Glastonbury, Connecticut 06033 ("**FCC**"; and together with FPM, the "**Lenders**").

WITNESSETH:

WHEREAS, the Lenders and **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401(the "**Company**") are parties to a Loan and Consignment Agreement dated as of the date hereof (as amended from time to time, the "**Loan and Consignment Agreement**"); and

WHEREAS, pursuant to a Limited Guaranty Agreement, dated the date hereof, of the Guarantor in favor of the Lenders (the "**Guaranty Agreement**"), and subject to the limitations set forth therein, the Guarantor has guaranteed the payment and performance of all obligations, liabilities and indebtedness of the Company to the Lenders, including, without limitation, all obligations, liabilities and indebtedness of the Company to the Lenders under the Loan and Consignment Agreement; and

WHEREAS, the Lenders have agreed to certain conditions as hereinafter set forth under which they will release the Guarantor from his liability under the Guaranty Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings assigned by the Loan and Consignment Agreement.

2. Release of Guaranty Agreement. The Lenders hereby agree that they will release the Guarantor from his obligations under the Guaranty Agreement upon the occurrence of all of the following events:

   a. The Lenders shall have received the Company's audited financial statements for a Fiscal Year ending on or after February 28, 2005, which shall be in compliance with Paragraph 14.24(a) of the Loan and Consignment Agreement, which shall be acceptable to the Lenders in their sole discretion and which shall demonstrate that the Company was in full compliance with all of the terms and conditions of the Loan and Consignment Agreement during such Fiscal Year, including with all financial covenants;

b. The Lenders shall have received the Company's financial projections, prepared on a monthly basis, for the immediately succeeding Fiscal Year, which shall be in compliance with Paragraph 14.24(e) of the Loan and Consignment Agreement, which shall be acceptable to the Lenders in their sole discretion and which shall demonstrate that the Company will be in full compliance with all of the terms and conditions of the Loan and Consignment Agreement during the Fiscal Year, including with all financial covenants;

c. The Company's Availability shall have averaged at least One Million Two Hundred Fifty Thousand Dollars ($1,250,000) during the thirty (30) day period immediately prior to the release of the Guarantor of his obligations under the Guaranty Agreement; and

d. The Company's projections shall demonstrate the Company's Availability will average at least One Million Two Hundred Fifty Thousand Dollars ($1,250,000) for the two calendar quarters immediately following the release of the Guarantor of his obligations under the Guaranty Agreement.

3. Notices. All notices, demands, and requests given or required to be given hereunder shall be in writing, and shall be given by hand, or by federal express or other reputable overnight courier, or shall be mailed by first class, registered or certified mail, postage prepaid, return receipt requested, and shall be given to:

If to the Guarantor:
Mr. Raymond L. McGee
934 Boston Post
Madison, Connecticut

If to the Lenders:
Fleet Precious Metals Inc.
111 Westminster Street
Providence, Rhode Island 02903
Attention: Sharon Delfino, Vice President

and

Fleet Capital Corporation
200 Glastonbury Blvd.
Glastonbury, Connecticut 06033
Attention: Edgar Ezerins, Senior Vice President

or to such other place as a party may from time to time designate by written notice to all of the parties given as herein required.

4. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (excluding the laws applicable to conflicts or choice of law.

5. Headings. The headings in this Agreement are merely for convenience and shall not be used in interpreting any of the provisions.

6. Binding Effect; Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the respective parties hereto and their heirs, and legal representatives, successors and assigns.

7. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Modification. This Agreement may not be amended, altered or modified except by written instrument duly executed by all of the parties hereto.

The next page is a signature page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as an agreement under seal as of the date first written above.

WITNESS:

Raymond L. McGee

FLEET PRECIOUS METALS INC.

By:_____
Title:

FLEET CAPITAL CORPORATION

By:_____
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as an agreement under seal as of the date first written above.

WITNESS:

_____

_____
Raymond L. McGee

FLEET PRECIOUS METALS INC.

By: _____
Title: VP

FLEET CAPITAL CORPORATION

By: _____
Title: SVP

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND [illegible]

CSC *Corporation Service Company*®
P.O. Box 591
Wilmington, DE 19899
(800) 927-9800

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:01 PM 07/20/2004
INITIAL FILING NUM: 4203899 2
AMENDMENT NUMBER: 0000000
SRV: 040529758

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Ansonia Copper & Brass, Inc.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
75 Liberty Street	Ansonia	CT	06401	US

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	Delaware	2078693 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Fleet Precious Metals Inc.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
111 Westminster Street	Providence	RI	02903	US

4. This FINANCING STATEMENT covers the following collateral:

Copper from time to time consigned by the Secured Party to the Debtor or otherwise delivered by the Secured Party to the Debtor or delivered by the Secured Party for the account of the Debtor to fabricators and other persons approved by the Secured Party, whether now existing or hereafter arising; all inventory of the Debtor containing copper, whether now existing or hereafter arising; all proceeds and products of all of the foregoing.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]				All Debtors	☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with: Delaware State Additional pages: 0 812102-1/2

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:34 PM 06/02/2006
INITIAL FILING NUM: 4203899 2
AMENDMENT NUMBER: 6188168 9
SRV: 060537906

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
File No.: 42038992 Filed: 07/20/2004

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☑ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
*Bank of America, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Federal Street	Boston	MA	02110	US

7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Fleet Precious Metals Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with Delaware Sec. of State (Ref. No. 202164-19) Debtor: Ansonia Copper & Brass, Inc.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)
CAUCC3PHAT- 1001.02 CT System Online

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

File No. 42038992 Filed: 07/20/2004

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 or Amendment form)

12a. ORGANIZATION'S NAME

Fleet Precious Metals Inc.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

*Bank of America, N.A., as Secured Party and Consignor. All right, title and interest of Fleet Precious Metals Inc., as "Secured Party" and "Consignor" has been assigned to Bank of America, N.A.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC *Corporation Service Company*®
P.O. Box 591
Wilmington, DE 19899
(800) 927-9800

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:00 PM 07/20/2004
INITIAL FILING NUM: 4203902 4
AMENDMENT NUMBER: 0000000
SRV: 040529755

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Ansonia Copper & Brass, Inc.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
75 Liberty Street	Ansonia	CT	06401	US

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	Delaware	2078693 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Fleet Precious Metals Inc.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
111 Westminster Street	Providence	RI	02903	US

4. This FINANCING STATEMENT covers the following collateral:

This financing statement is filed as a memorandum of a consignment transaction between Fleet Precious Metals Inc., as Consignor and Ansonia Copper & Brass, Inc., as Consignee, covering copper and inventory consisting to any extent of copper which may at any time now or hereafter be consigned by the Consignor to the Consignee or delivered by the Consignor for the account of the Consignee to the premises of fabricators or other persons as may be agreed upon by Consignee and Consignor from time to time.

5. ALTERNATIVE DESIGNATION [if applicable]	☐ LESSEE/LESSOR	☒ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] [optional]			☐ All Debtors	☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with: Delaware State Additional pages: 0 812102-1/1

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:34 PM 06/02/2006
INITIAL FILING NUM: 4203902 4
AMENDMENT NUMBER: 6188167 1
SRV: 060537893

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
File No.: 42039024 Filed: 07/28/2004

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☑ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
*Bank of America, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Federal Street	Boston	MA	02110	US

7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Fleet Precious Metals Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with Delaware Sec. of State (Ref. No. 202164-19) Debtor: Ansonia Copper & Brass, Inc.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

File No. 42039024 Filed: 07/20/2004

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Fleet Precious Metals Inc.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

*Bank of America, N.A., as Secured Party and Consignor. All right, title and interest of Fleet Precious Metals Inc., as "Secured Party" and "Consignor" has been assigned to Bank of America, N.A.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC Corporation Service Company®
P.O. Box 591
Wilmington, DE 19899
(800) 927-9800

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:01 PM 07/20/2004
INITIAL FILING NUM: 4203903 2
AMENDMENT NUMBER: 0000000
SRV: 040529760

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Ansonia Copper & Brass, Inc.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
75 Liberty Street	Ansonia	CT	06401	US

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	Delaware	2076693 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Fleet Precious Metals Inc.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
111 Westminster Street	Providence	RI	02903	US

4. This FINANCING STATEMENT covers the following collateral:

All assets. See Exhibit A attached.

5. ALTERNATIVE DESIGNATION [if applicable]	☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING	
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]	☐ All Debtors	☐ Debtor 1	☐ Debtor 2			

8. OPTIONAL FILER REFERENCE DATA

Filed with: Delaware State Additional pages: 2

812102-1/3

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Ansonia Copper & Brass, Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME: Fleet Capital Corporation

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 Glastonbury Boulevard	Glastonbury	CT	06033	US

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral, or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction — effective 30 years

[ ] Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

EXHIBIT A

Debtor: Ansonia Copper & Brass, Inc.

Secured Parties: Fleet Precious Metals Inc. and
Fleet Capital Corporation

Collateral Description:

All tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired, or in which the Debtor may now have or hereafter acquire an interest, wherever located, including, without limitation, all inventory, equipment, goods, accounts, contract rights, chattel paper, documents, instruments, and general intangibles, as more specifically described below, all proceeds and products of all of the foregoing.

All tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, (a) all Equipment (including all machinery, tools and furniture), Inventory (including all merchandise, raw materials, work in process, finished goods and supplies), and Goods, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (b) all Accounts, accounts receivable, other receivables, contract rights, Chattel Paper, and General Intangibles of the Debtor (including, without limitation, goodwill, patents, trademarks, tradenames, blueprints, designs, product lines and research and development), whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquired an interest; (c) all Instruments, documents of title, policies and certificates of insurance, securities, bank deposits, Deposit Accounts, checking accounts and cash now or hereafter owned by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (d) all the Debtor's rights under consignment agreements with vendors of the Debtor's memo programs and all security therefor, (e) Commercial Tort Claims, Documents, Investment Property and Letter-of-Credit Rights presently owned or hereinafter acquired by the Debtor, including, without limitation, books and records; supporting obligations; contract rights or rights to the payment of money, trademarks, service marks, tradenames, copyrights and trade secrets; policies and certificates of insurance and all amounts payable to the Debtor or rights of the Debtor under or with respect to any such insurance, including, without limitation, all proceeds, refunds and premium rebates, whether any such proceeds, refunds and premium rebates, arise out of any of the foregoing, or otherwise; money, cash or other property; federal, state and local tax refunds and/or abatements to which the Debtor is, or shall become, entitled, no matter how or when arising, including, but not limited to, any carryback tax refunds; all liens, guarantees, rights, remedies and privileges pertaining to any of the foregoing, including the right of stoppage in transit; (f) all accessions, additions or improvements, to all replacements, substitutions and parts for, and all proceeds and products to all of the foregoing; and (g) all books, records and documents relating to all of the foregoing.

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:35 PM 06/02/2006
INITIAL FILING NUM: 4203903 2
AMENDMENT NUMBER: 6188169 7
SRV: 060537911

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
File No.: 42039032 Filed: 07/20/2004

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☑ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name. Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Bank of America, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Federal Street	Boston	MA	02110	US

7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Fleet Precious Metals Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with Delaware Sec. of State (Ref. No. 202164-19) Debtor: Ansonia Copper & Brass, Inc.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)
CAUCC3FNAT - 10/01/02 C T System Online

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:34 PM 06/02/2006
INITIAL FILING NUM: 4203903 2
AMENDMENT NUMBER: 6188164 8
SRV: 060537887

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
File No.: 42039032 Filed: 07/20/2004

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☑ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Bank of America, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Federal Street	Boston	MA	02110	US

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Banc of America Leasing & Capital LLC (successor-by-merger to Fleet Capital Corporation)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with Delaware Sec. of State (Ref. No. 202164-19) Debtor: Ansonia Copper & Brass, Inc.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)
CAUCC3FNAT- 1051/02 CT System Online

Doc ID: 000070830043 Type: LAN
BK451 PG290-332

OPEN-END MORTGAGE DEED, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

by

ANSONIA COPPER & BRASS, INC.,
a Delaware corporation,
as Mortgagor

to

BANK OF AMERICA, N.A.,
a national banking association,
as Mortgagee

This document serves as a Fixture Filing under the Connecticut Uniform Commercial Code.

OPEN-END MORTGAGE DEED,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing is made as of the 18th day of October, 2006, by ANSONIA COPPER & BRASS, INC., a Delaware corporation (herein referred to as "Mortgagor"), whose address is 75 Liberty Street, Ansonia, Connecticut 06401, to BANK OF AMERICA, N.A., a national banking association ("Mortgagee"), whose address is 100 Federal Street, Boston, MA 02110.

Recitals

Mortgagor has requested that Mortgagee amend its existing credit arrangements with Mortgagor. As a condition to entering into such amendment, Mortgagee has required that Mortgagor execute and deliver to Mortgagee this Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

Grants and Agreements

Now, therefore, in consideration of the amendment by the Mortgagee of its existing credit arrangements with Mortgagor and for other good and valuable consideration, Mortgagor agrees as follows:

Article I
Definitions.

As used in this Mortgage, the terms defined in the Preamble hereto shall have the respective meanings specified therein, and the following additional terms shall have the meanings specified:

"Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Mortgagor, which are now or hereafter attached to or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land.

"Accounts" means all accounts of Mortgagor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon.

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

"Condemnation" means any taking of title to, use of, or any other interest in the Property under the exercise of the power of condemnation or eminent domain, whether temporarily or permanently, by any Governmental Authority or by any other Person acting under or for the benefit of a Governmental Authority.

"Condemnation Awards" means any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the

right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

"Contract of Sale" means any contract for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

"Default" means an event or circumstance which, with the giving of Notice or lapse of time, or both, would constitute an Event of Default under the provisions of this Mortgage.

"Design and Construction Documents" means, collectively, (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (d) all amendments of or supplements to any of the foregoing.

"Dispute" means any controversy, claim or dispute between or among the parties to this Mortgage, including any such controversy, claim or dispute arising out of or relating to (a) this Mortgage, (b) any other Loan Document, (c) any related agreements or instruments, or (d) the transaction contemplated herein or therein (including any claim based on or arising from an alleged personal injury or business tort).

"Encumbrance" means any Lien, easement, right of way, roadway (public or private), condominium regime, cooperative housing regime, condition, covenant or restriction, Lease or other matter of any nature that would affect title to the Property.

"Equipment Loan Note" means the Equipment Loan Note dated as of October 1, 2004 in the original principal amount of $1,000,000 made by Mortgagor payable to the order of FCC and assigned by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, a copy of which is attached hereto as Exhibit B-3 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"Event of Default" means an event or circumstance specified in Article VI and the continuance of such event or circumstance beyond the applicable grace and/or cure periods therefor, if any, set forth in Article VI.

"Expenses" means all fees, charges, costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by Mortgagee in making, funding, administering or modifying any Loan, in negotiating or entering into any "workout" of any Loan, or in exercising or enforcing any rights, powers and remedies provided in this Mortgage or any of the other Loan Documents, including attorneys' fees, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Property.

"FCC" means Fleet Capital Corporation.

"FPM" means Fleet Precious Metals Inc.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

"Improvements" means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, together with any on-site improvements and off-site

improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land.

"Insurance Proceeds" means the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

"Land" means the real property described in Exhibit A attached hereto and made a part hereof.

"Laws" means all federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

"Leases" means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

"Letter of Credit" means any letter of credit issued by Mortgagee for the account of Mortgagor, together with any and all extensions, renewals or modifications thereof, substitutions therefor or replacements thereof.

"Lien" means any mortgage, deed of trust, pledge, security interest, assignment, judgment, lien or charge of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

"Loan Agreement" means the Loan and Consignment Agreement dated as of October 1, 2004 among Mortgagor, FPM and FCC, assigned by FPM and by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, as amended by Amendment No. 1 thereto dated as of May 31, 2006, Amendment No. 2 thereto dated as of July 14, 2006, Amendment No. 3 thereto dated as of August 14, 2006 and Amendment No. 4 thereto dated as of October 18, 2006 and as the same may from time to time be further extended, amended, restated or otherwise modified.

"Loan Documents" means this Mortgage, the Notes, the Loan Agreement, any Swap Contract, any application or reimbursement agreement executed in connection with any Letter of Credit, and any and all other documents which Mortgagor or any other party or parties have executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Obligations, or any part thereof, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Loans" means the loans from Mortgagee to Mortgagor, the repayment obligations in connection with which are evidenced by the Notes.

"Mortgage" means this Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

"Notes" means, collectively, (i) Revolving Note A (ii) the Term Note, and (iii) the Equipment Loan Note, in each case, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

"Notice" means a notice, request, consent, demand or other communication given in accordance with the provisions of Section 8.8 of this Mortgage.

"Obligations" means all present and future debts, advances, obligations and liabilities (sole, joint or several, contingent or absolute), now existing or hereafter arising, of Mortgagor to Mortgagee arising pursuant to, and/or on account of, the provisions of this Mortgage, the Loan Agreement, any Note or any of the other Loan Documents, and including, without limitation, the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Notes; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under this Mortgage or any of the other Loan Documents, together with interest thereon as herein or therein provided; (c) to pay and perform all obligations of Mortgagor under any Swap Contract; (d) to perform, observe and comply with all of the other terms, covenants and conditions, expressed or implied, which Mortgagor is required to perform, observe or comply with pursuant to this Mortgage or any of the other Loan Documents; and (e) to pay and perform all future advances and other obligations that Mortgagor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee.

"Permitted Encumbrances" means (a) any matters set forth in any policy of title insurance issued to Mortgagee and insuring Mortgagee's interest in the Property which are acceptable to Mortgagee as of the date such title insurance policy is issued, (b) the Liens and interests of this Mortgage, and (c) any other Encumbrances expressly permitted by Section 14.9 of the Loan Agreement.

"Person" means an individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any Governmental Authority or any other entity.

"Personalty" means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Mortgagor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Mortgage, and Mortgagee shall have no responsibility for the performance of Mortgagor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, letter-of-credit rights, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, deposits or escrows for taxes, insurance or other matters, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Mortgagor's rights and interests under all Swap Contracts, including all rights to the payment of money from Mortgagee under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Mortgagor with respect to the Property or Mortgagor's operation thereof; and (g) all money, instruments, chattel paper, and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Mortgagor with Mortgagee related to the Property, including any such deposit account from which Mortgagor may from time to time authorize Mortgagee to debit and/or credit payments due with respect to the Loans; together with all Additions to and Proceeds of all of the foregoing.

"Prime Rate" means, on any day, the rate of interest per annum then most recently established by Mortgagee as its "prime rate", it being understood and agreed that such rate is set by Mortgagee as a general reference rate of interest, taking into account such factors as Mortgagee may deem appropriate, that it is not necessarily the lowest or best rate actually charged to any customer or a favored rate, that it may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Mortgagee may make various business or other loans at rates of interest having no relationship to such rate. If Mortgagee (including any subsequent holder of the Notes) ceases to exist

or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Proceeds," when used with respect to any of the Property, means all proceeds of such Property, including all Insurance Proceeds and all other proceeds within the meaning of that term as defined in the Uniform Commercial Code of the State.

"Property" means the Real Property and the Personalty and all other rights, interests and benefits of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Real Property and/or the Personalty and all other property and rights used or useful in connection therewith, including all Leases, all Rents, all Condemnation Awards, all Proceeds, and all of Mortgagor's right, title and interest in and to all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments.

"Property Assessments" means all Taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium and owner's association assessments and charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any Liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof, or upon any Leases or any Rents, whether levied directly or indirectly or as excise taxes, as income taxes, or otherwise.

"Real Property" means the Land and Improvements, together with (a) all estates, title, interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Mortgagor and belonging or appertaining to the Land or Improvements; (b) all Claims whatsoever of Mortgagor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy; (c) all estate, right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to the Land or Improvements; and (d) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all Additions to and Proceeds of the foregoing.

"Refinancing Commitment" means any commitment from or other agreement with any Person providing for the financing of the Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loans.

"Rents" means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

"Revolving Note A" means the Second Amended and Restated Revolving Loan Note dated as of October 18, 2006 in the face principal amount of $23,750,000 made by Mortgagor payable to the order of Mortgagee, a copy of which is attached hereto as Exhibit B-1 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"State" means the State of Connecticut.

"Swap Contract" means any agreement, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity

index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, interest cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option, currency option or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing, and, unless the context otherwise clearly requires, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any other master agreement, entered into between Mortgagee (or any of its affiliates) and Mortgagor (and/or any of its affiliates) in connection with any Loan, together with any related schedules and confirmations, as amended, supplemented, superseded or replaced from time to time, relating to or governing any or all of the foregoing.

"Taxes" means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Mortgagor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

"Term Note" means the Term Promissory Note dated as of October 1, 2004 in the original principal amount of $1,000,000 made by Mortgagor payable to the order of FCC and assigned by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, a copy of which is attached hereto as Exhibit B-2 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"Transfer" means any direct or indirect sale, assignment, conveyance or transfer, including any Contract of Sale and any other contract or agreement to sell, assign, convey or transfer, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration.

Any defined term used in the plural preceded by the definite article shall be taken to encompass all members of the relevant class. Any defined term used in the singular preceded by "any" shall be taken to indicate any number of the members of the relevant class.

Article II
Granting Clauses; Condition of Grant.

Section 2.1 Conveyances and Security Interests.

In order to secure the prompt payment and performance of the Obligations, Mortgagor (a) grants, bargains, sells, conveys, transfers and assigns the Real Property unto Mortgagee, WITH MORTGAGE COVENANTS, all estate, right, title and interest of Mortgagor in and to the Real Property, whether now owned or held or hereafter acquired by Mortgagor, to have and hold the Real Property unto Mortgagee, its successors and assigns forever; and to hold the Real Property unto Mortgagee in fee simple forever; provided that Mortgagor may retain possession of the Real Property until the occurrence of an Event of Default; (b) grants to Mortgagee a security interest in the Personalty; (c) assigns to Mortgagee, and grants to Mortgagee a security interest in, all Condemnation Awards and all Insurance Proceeds; and (d) assigns to Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's right, title and interest in, but not any of Mortgagor's obligations or liabilities under, all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments. All Persons who may have or acquire an interest in all or any part of the Property will be deemed to have notice of, and will be bound by, the terms of the Obligations and each other agreement or instrument made or entered into in connection with each of the Obligations. Such terms include any provisions in the Notes, the Loan Agreement or any Swap Contract which provide that the interest rate on one or more of the Obligations may vary from time to time. The definition of "Obligations" includes future advances. This Mortgage is an Open-End Mortgage and if any further advances are made to the Mortgagor by the Mortgagee, such advances, with interest thereon at the rates set forth in the Notes and in this Mortgage, shall be secured by this Mortgage with the same priority as if advanced on the date this Mortgage is recorded; provided that the total unpaid balance so secured at

one time shall not exceed the sum of (i) $25,750,000, plus (ii) interest thereon, plus (iii) any disbursements made in accordance with the terms hereof for the payment of taxes, levies or insurance on the Property, plus (iv) any amounts paid by Mortgagee pursuant to Section 4.7 hereof, plus (v) all costs and expenses incurred by Mortgagee in enforcing its rights and remedies under this Mortgage, plus (vi) interest on the disbursements described in clauses (iii), (iv) and (v) preceding, which interest shall be calculated at the rate set forth in Section 4.7.

Section 2.2 Absolute Assignment of Leases and Rents.

In consideration of amending Mortgagee's existing credit arrangements with Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor absolutely and unconditionally assigns the Leases and Rents to Mortgagee. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Mortgagor to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. So long as no Event of Default shall exist, however, and so long as Mortgagor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default or a default by Mortgagor under the Leases) to collect, but not prior to accrual, all Rents. Mortgagor agrees to collect and hold all Rents in trust for Mortgagee and to use the Rents for the payment of the cost of operating and maintaining the Property and for the payment of the other Obligations before using the Rents for any other purpose.

Section 2.3 Security Agreement, Fixture Filing and Financing Statement.

This Mortgage creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Mortgage constitutes a security agreement from Mortgagor to Mortgagee under the Uniform Commercial Code of the State. In addition to all of its other rights under this Mortgage and otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each city or town where any part of the Property (including such fixtures) is situated. This Mortgage shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Mortgagor and Mortgagee are set forth in the opening paragraph of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or any other financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section. Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Mortgagee to establish or maintain the validity, perfection and priority of the security interests granted in this Mortgage.

Section 2.4 Release of Mortgage and Termination of Assignments and Financing Statements.

If and when Mortgagor has paid and performed all of the Obligations, no Loans are outstanding, all Letters of Credit and Swap Contracts have terminated, the Loan Agreement has terminated and no further advances are available to be made under the Loan Agreement, Mortgagee will provide a discharge of the Property and a release of the lien of this Mortgage and termination statements for filed financing statements, if any, to Mortgagor. Mortgagor shall be responsible for the recordation of such release and the payment of any recording and filing costs. Upon the recording of such release and the filing of such termination statements, the absolute assignments set forth in Section 2.2 shall automatically terminate and become null and void.

Article III
Representations and Warranties.

Mortgagor makes the following representations and warranties to Mortgagee:

Section 3.1 Title to Real Property.

Mortgagor (a) owns fee simple title to the Real Property, (b) owns all of the beneficial and equitable interest in and to the Real Property, and (c) is lawfully seized and possessed of the Real Property. Mortgagor has the right and authority to mortgage and convey the Real Property and does hereby mortgage and convey the Real Property to Mortgagee. The Real Property is subject to no Encumbrances other than the Permitted Encumbrances.

Section 3.2 Title to Other Property.

Mortgagor has good title to the Personalty, and the Personalty is not subject to any Encumbrance other than the Permitted Encumbrances. None of the Leases, Rents, Design and Construction Documents, Contracts of Sale or Refinancing Commitments are subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.3 Property Assessments.

The Real Property is assessed for purposes of Property Assessments as a separate and distinct parcel from any other property, such that the Real Property shall never become subject to the Lien of any Property Assessments levied or assessed against any property other than the Real Property.

Section 3.4 Independence of the Real Property.

No buildings or other improvements on property not covered by this Mortgage rely on the Real Property or any interest therein to fulfill any requirement of any Governmental Authority for the existence of such property, building or improvements; and none of the Real Property relies, or will rely, on any property not covered by this Mortgage or any interest therein to fulfill any requirement of any Governmental Authority. The Real Property has been properly subdivided from all other property in accordance with the requirements of any applicable Governmental Authorities.

Section 3.5 Existing Improvements.

The existing Improvements, if any, were constructed, and are being used and maintained, in accordance with all applicable Laws, including zoning Laws.

Section 3.6 Leases and Tenants.

The Leases (if any) are valid and are in full force and effect, and Mortgagor is not in default under any of the terms thereof. Mortgagor has not accepted any Rents in advance of the time the same became due under the Leases and has not forgiven, compromised or discounted any of the Rents. Mortgagor has title to and the right to assign the Leases and Rents to Mortgagee, and no other assignment of the Leases or Rents has been granted which remains in effect. To the best of Mortgagor's knowledge and belief, no tenant or tenants occupying, individually or in the aggregate, more than five percent (5%) of the net rentable area of the Improvements are in default under their Lease(s) or are the subject of any bankruptcy, insolvency or similar proceeding.

Article IV
Affirmative Covenants.

Section 4.1 Obligations.

Mortgagor agrees to promptly pay and perform all of the Obligations, time being of the essence in each case.

Section 4.2 Property Assessments; Documentary Taxes.

Mortgagor (a) will promptly pay in full and discharge all Property Assessments, and (b) will furnish to Mortgagee, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property Assessments shall be considered delinquent as of the first day any interest or penalty commences to accrue thereon. Mortgagor will promptly pay all stamp, documentary, recordation, transfer and intangible taxes and all other taxes that may from time to time be required to be paid with respect to the Loans, the Notes, this Mortgage or any of the other Loan Documents. Mortgagor shall pay in a timely manner all of the costs and expenses of operation, maintenance and upkeep of the Property, including all charges for electricity, water, gas, sewer rents and charges, telephone, heat, air conditioning, if any, and all other utility services used or consumed in or upon the Property; provided that Mortgagor shall not be required to pay any such cost, expense or charge which is being contested in good faith and by proper proceedings, as to which no Lien has been asserted and as to which Mortgagor shall have set aside adequate reserves. Upon request of Mortgagee, Mortgagor will exhibit to Mortgagee receipts for the payment of all items specified in this Section on or prior to the date when payment of same shall be required hereunder.

Section 4.3 Permitted Contests.

Mortgagor shall not be required to pay any of the Property Assessments, or to comply with any Law, so long as Mortgagor shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) Mortgagee is not subjected to any Claim as a result of such contest, and (d) Mortgagor provides assurances satisfactory to Mortgagee (including the establishment of an appropriate reserve account with Mortgagee) of its ability to pay such Property Assessments or comply with such Law in the event Mortgagor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and Mortgagor shall indemnify and save Mortgagee harmless against all Claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, Mortgagor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.

Section 4.4 Compliance with Laws.

Mortgagor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation.

Section 4.5 Maintenance and Repair of the Property.

Mortgagor, at Mortgagor's sole expense, will (a) keep and maintain the Improvements and Accessories in good condition, working order and repair, and (b) make all necessary or appropriate repairs and Additions to the Improvements and Accessories, so that each part of the Improvements and all of the Accessories shall at all times be in good condition and fit and proper for the respective purposes for which they were originally intended, erected, or installed.

Section 4.6 Insurance.

Mortgagor will keep the Improvements and the Accessories insured for the benefit of Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, vandalism, malicious mischief and all extended coverage and special extended coverage perils, all in amounts approved by Mortgagee not less than 100% of full replacement value of the Improvements and Accessories, with agreed amount endorsement, and, when and to the extent required by Mortgagee, against any other risk typically insured against by Persons operating like properties in the locality of the Property, the insurance requirements

contained in this Section being in addition to and not in exclusion of any other insurance requirements contained in the Loan Agreement or elsewhere. Mortgagor shall also obtain and maintain boiler and machinery coverage (direct damage and use and occupancy) on a replacement cost basis where deemed advisable by Mortgagee. At the request of Mortgagee, Mortgagor shall also obtain insurance with respect to loss from flood and earthquake. In addition, Mortgagor shall obtain and maintain public liability insurance protecting Mortgagor and the Property against liability for injuries to persons in the minimum amount of $1,000,000 per person and $3,000,000 for each occurrence in the aggregate. During any construction, Mortgagor will also carry or cause to be carried builders' risk-all risk insurance satisfactory to Mortgagee. All insurance herein provided for shall be in such form and written by such companies as may be reasonably approved by Mortgagee. All policies of insurance which insure against any loss or damage to any of the Property shall provide for loss to be payable to Mortgagee pursuant to the standard mortgagee clause. A certificate of each policy of insurance shall be furnished to Mortgagee. All policies of insurance shall contain a provision forbidding cancellation of such insurance either by the carrier or by the insured until at least 10 days after written notice of the proposed cancellation is given by registered mail, return receipt requested, to Mortgagee; and whenever any insurance is to expire for any reason, Mortgagor will deliver to Mortgagee, at least 10 days prior to such expiration, a renewal or replacement policy or certificate thereof, complying with all of the conditions of this Section. If Mortgagor defaults in so insuring any of the Property or in so delivering the policies, Mortgagee may, at its option, effect such insurance and pay the premiums therefor, and Mortgagor will reimburse Mortgagee on demand for any premiums so paid, with interest from the time of payment by Mortgagee, all as provided in Section 4.7 below, and the same shall be secured by this Mortgage. In the event of damage to or destruction of all or any part of the Property, Mortgagor shall proceed reasonably promptly to repair, restore and replace the Property to substantially its condition immediately prior to such event or to a condition of at least equivalent value (and in any event to such condition and within such time period as shall be required in order to avoid any default under any Leases, agreements or other restrictions affecting any of the Property), regardless of whether or not the proceeds of any or all policies of insurance covering such damage or destruction shall be available or sufficient to pay the cost thereof.

Following any damage to or destruction of any of the Property, the parties shall cooperate in order to recover any applicable proceeds of insurance under this Section 4.6, with Mortgagor to have primary responsibility to recover the proceeds. Such proceeds shall be paid to Mortgagee, except that if the aggregate proceeds (including any proceeds with respect to Accessories) are $50,000 or less, such proceeds shall be paid to the Mortgagor for use by the Mortgagor (to the extent needed) to repair the Property. From such proceeds, if any, as are actually received by Mortgagee, Mortgagee shall provide for the payment or reimbursement of its reasonable expenses of obtaining the recovery as reasonably determined by Mortgagee. Mortgagee shall then give notice to Mortgagor of such expenses and of the amount of the remaining proceeds actually held by Mortgagee (the "Net Proceeds"). If Mortgagor desires to use any or all of the Net Proceeds for repair, restoration or replacement of the Property, Mortgagor shall request same from Mortgagee within 20 days after receipt of the aforesaid notice of the amount of the Net Proceeds. Provided that all of the below-described Readvancement Conditions shall have been satisfied as at the time of each release of all or any portion of the Net Proceeds, Mortgagee, subject to the other requirements described below, will permit the use of the Net Proceeds, to the extent required, for such repair, restoration and replacement. As used herein, the term "Readvancement Conditions" means each of the following: (1) no Event of Default, nor any event or circumstance which with the passage of time or giving of notice or both could become an Event of Default, shall have occurred and be then continuing, and (2) the Net Proceeds, in the reasonable opinion of Mortgagee, shall be sufficient for the purpose of the required repair, restoration and replacement (or, if insufficient, Mortgagor shall have deposited with Mortgagee, for application as provided in this Section, additional funds in the amount of such insufficiency). Any disbursement of such Net Proceeds and such additional funds, if any, will be made subject to the reasonable requirements of Mortgagee, including, without limitation, requirements as to certification by an architect, approval of plans, obtaining waivers of liens, and the receipt of

requisitions, title endorsements, affidavits and opinions in form and substance satisfactory to Mortgagee. If, for any reason, the Property (or any of same) is not promptly so repaired, restored and replaced (or if there shall be any of such Net Proceeds or additional funds remaining after such repair, restoration and replacement have been fully completed), the Net Proceeds and additional funds, if any (or the balance thereof so remaining) are to be applied against payment of the debt and obligations secured hereby. If any of the Readvancement Conditions shall not have been satisfied at any time when any Net Proceeds remain in the control of Mortgagee, Mortgagee shall apply the Net Proceeds and additional funds, if any, within its control to the outstanding debt and obligations secured hereby. Mortgagor hereby grants to Mortgagee full power and authority, as attorney-in-fact irrevocable of Mortgagor, to act after the occurrence and during the continuance of an Event of Default in order to cancel or transfer the insurance described in this Section, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium or proceeds and to apply the same to the debt secured hereby. Upon the occurrence of an Event of Default and exercise by Mortgagee of any of its rights or remedies hereunder, each such insurance policy, including the right to unearned premiums, shall become property of Mortgagee.

Section 4.7 Option to Cure.

In the event of any default in the performance of any of the covenants or agreements of Mortgagor herein, whether or not an Event of Default shall have occurred, Mortgagee may, at the option of Mortgagee, perform the same, and Mortgagee may also take all such actions as it deems desirable to prevent or cure any situation or circumstance which might, with the passage of time or giving of notice or both, become an Event of Default. The costs of any and all performance and actions taken under this Section 4.7 shall be paid by Mortgagor to Mortgagee on demand, with interest at a rate per annum equal to 6% plus the Prime Rate, as from time to time in effect, such interest to accrue from the date such cost is incurred by Mortgagee through the date of payment by Mortgagor, and all such costs and such interest shall be secured by this Mortgage.

Section 4.8 Change in Law, etc.

In the event of the passage after the date of this Mortgage of any law of the State deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or any of the obligations secured hereby, Mortgagee shall have the right to declare an Event of Default to exist under this Mortgage as of a date to be specified by not less than 90 days' written notice to be given to Mortgagor by Mortgagee; provided, however, that such declaration shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Property, and such agreement shall constitute a modification of this Mortgage. If at any time any law or court decree prohibits the performance of any obligation undertaken in this Mortgage by Mortgagor, Mortgagee shall have the right, upon not less than 90 days' prior written notice to Mortgagor, to declare an Event of Default to exist under this Mortgage.

Section 4.9 Eminent Domain.

Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay interest on the entire principal sum secured until the award or payment for any such taking, injury or decrease in value shall have been actually received by Mortgagee and applied to the debt secured hereby and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. In the event of any such taking, injury or decrease in value, the parties shall cooperate as in Section 4.6 in order to recover any applicable proceeds. Such proceeds shall be paid to Mortgagee. Mortgagee shall make appropriate deductions from such proceeds, if any, as are actually

received by it as in the case of insurance proceeds and shall give notice to Mortgagor of such deductions and of the amount of the net proceeds remaining and actually held by Mortgagee (the "Eminent Domain Net Proceeds"). Following any such taking, injury or decrease in value, Mortgagor shall proceed reasonably promptly to repair, restore and replace the Property to as nearly as possible its condition immediately prior to such event or to a condition of at least equivalent value (and in any event to such condition and within such time period as shall be required in order to avoid any default under any Leases, agreements or other restrictions affecting the Property), regardless of whether or not the Eminent Domain Net Proceeds resulting from such taking, injury or decrease in value shall be available or sufficient to pay the cost thereof.

If Mortgagor desires to use any or all of the Eminent Domain Net Proceeds for repair, restoration or replacement of the Property, Mortgagor shall request same from Mortgagee within 20 days after receipt of the aforesaid notice of the amount of the Eminent Domain Net Proceeds. Provided that all of the Readvancement Conditions (as defined in Section 4.6) shall have been satisfied as at the time of each release of all or any portion of the Eminent Domain Net Proceeds, Mortgagee, subject to the other requirements described below, will permit the use of the Eminent Domain Net Proceeds to the extent required for such repair, restoration and/or replacement. Any disbursement of such Eminent Domain Net Proceeds and additional funds, if any, deposited with Mortgagee will be made subject to the reasonable requirements of Mortgagee, including, without limitation, requirements as to certification by an architect, approval of plans, obtaining waivers of liens, and the receipt of requisitions, title endorsements, affidavits and opinions in form and substance satisfactory to Mortgagee. If, for any reason, the Property (or any of same) is not promptly so repaired, restored and replaced (or if there shall be any of such Eminent Domain Net Proceeds or additional funds remaining after such repair, restoration and replacement have been fully completed), the Eminent Domain Net Proceeds and additional funds, if any (or the balance thereof so remaining) are to be applied against payment of the debt and obligations secured hereby. If any of the Readvancement Conditions shall not have been satisfied at any time when any Eminent Domain Net Proceeds remain in the control of Mortgagee, Mortgagee shall apply the Eminent Domain Net Proceeds and additional funds, if any, within its control to the outstanding debt and obligations secured hereby. If, prior to the receipt by Mortgagee of any award or payment as hereinabove in this Section provided, the Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon at a rate equal to 6% plus the Prime Rate, as from time to time in effect, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

Section 4.10 Inspection.

Mortgagee and any Person authorized by Mortgagee shall have the right to enter the Property at all reasonable times to inspect same and/or to exercise Mortgagee's rights under this Mortgage.

Section 4.11 Additions to Security.

All right, title and interest of Mortgagor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Accessories hereafter acquired shall, without any further mortgage, conveyance, assignment or other act by Mortgagor, become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clauses hereof. Mortgagor agrees, however, to execute and deliver to Mortgagee such further documents as may be required by the terms of the Loan Agreement and/or any of the other Loan Documents.

Section 4.12 Subrogation.

To the extent permitted by Law, Mortgagee shall be subrogated, notwithstanding its release of record, to any Lien now or hereafter existing on the Property to the extent that such Lien is paid or discharged by Mortgagee whether or not from the proceeds of the Loans. This Section shall not be deemed or construed, however, to obligate Mortgagee to pay or discharge any Lien.

Section 4.13 Leases.

(a) Except as expressly permitted in the Loan Agreement, Mortgagor shall not enter into any Lease with respect to all or any portion of the Property without the prior written consent of Mortgagee.

(b) Mortgagee shall not be obligated to perform or discharge any obligation of Mortgagor under any Lease. The assignment of Leases provided for in this Mortgage in no manner places on Mortgagee any responsibility for (i) the control, care, management or repair of the Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Property, or (iv) any dangerous or defective condition on the Property (whether known or unknown).

(c) No approval of any Lease by Mortgagee shall be for any purpose other than to protect Mortgagee's security and to preserve Mortgagee's rights under the Loan Documents, and no such approval shall result in a waiver of a Default or Event of Default.

Section 4.14 Statutory Condition

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that there be no breach of or default under any of the terms, provisions, covenants and agreements of any of the Loan Documents or any other instruments or agreements to secure the indebtedness secured hereby and that all such terms, provisions and agreements be duly and fully kept and performed.

Article V
Negative Covenants.

Section 5.1 Encumbrances.

Mortgagor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after the filing of any mechanic's lien or other Lien or Encumbrance against the Property, Mortgagor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Mortgagee's security has been protected by the filing of a bond or otherwise in a manner satisfactory to Mortgagee in its sole and absolute discretion, Mortgagor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Mortgagor does so diligently and without prejudice to Mortgagee or delay in completing construction of the Improvements. Mortgagor shall give Mortgagee Notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property.

Mortgagor will not Transfer all or any part of the Property or any legal or beneficial interest therein (except as expressly permitted by Section 14.11 of the Loan Agreement and except for certain Transfers of the Accessories expressly permitted in this Mortgage). Any direct or indirect change in the majority ownership or control of Mortgagor (whether in one or more transactions during the term of the Loans) shall be deemed to be a prohibited Transfer of the Property.

Section 5.3 Removal, Demolition or Alteration of Accessories and Improvements.

Except to the extent permitted by the following sentence, no material Improvements or Accessories shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor may remove and dispose of, free from the Lien of this Mortgage, such

Accessories as from time to time become worn out or obsolete, provided that, either (a) at the time of, or prior to, such removal, any such Accessories are replaced with other Accessories which are free from Liens other than Permitted Encumbrances and have a value at least equal to that of the replaced Accessories (and by such removal and replacement Mortgagor shall be deemed to have subjected such Accessories to the Lien of this Mortgage), or (b) so long as a prepayment may be made without the imposition of any premium pursuant to the relevant Note or Notes, such Accessories are sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to Mortgagee to be applied to the prepayment of the principal of the Loans.

Section 5.4 Additional Improvements.

Mortgagor will not construct any material Improvements other than those presently on the Land without the prior written consent of Mortgagee. Mortgagor will complete and pay for, within a reasonable time, any Improvements which Mortgagor is permitted to construct on the Land. Mortgagor will construct and erect any permitted Improvements (a) strictly in accordance with all applicable Laws and any private restrictive covenants, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, and (d) wholly within any building restriction and setback lines applicable to the Land.

Section 5.5 Restrictive Covenants, Zoning, etc.

Without the prior written consent of Mortgagee, Mortgagor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Property. Mortgagor (a) will promptly perform and observe, and cause to be performed and observed, all of the terms and conditions of all agreements affecting the Property, and (b) will do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Article VI
Events of Default.

The occurrence or happening, from time to time, of any one or more of the following shall constitute an Event of Default under this Mortgage:

Section 6.1 Payment Obligations.

Mortgagor fails to pay any of the Obligations when due, whether on the scheduled due date or upon acceleration, maturity or otherwise.

Section 6.2 Transfers.

Mortgagor Transfers all or any part of the Property or any legal or beneficial interest therein (except as expressly permitted by Section 14.11 of the Loan Agreement and except for Transfers of the Accessories expressly permitted under this Mortgage). Any direct or indirect change in the majority ownership or control of Mortgagor (whether in one or more transactions during the term of the Loans) shall be deemed to be a prohibited Transfer of the Property constituting an Event of Default.

Section 6.3 Insurance; Taxes; Compliance with Laws.

Mortgagor fails to perform or observe any obligations or agreement contained in Section 4.2 (first sentence only, and subject to contest pursuant to Section 4.3), in Section 4.4 (subject to contest pursuant to Section 4.3) or in Section 4.6.

Section 6.4 Other Obligations.

Mortgagor fails to promptly perform or comply with any of the Obligations set forth in this Mortgage (other than those expressly described in other Sections of this Article VI), and such failure

continues uncured for a period of thirty (30) days after Notice from Mortgagee to Mortgagor, unless (a) such failure, by its nature, is not capable of being cured within such period, and (b) within such period, Mortgagor commences to cure such failure and thereafter diligently prosecutes the cure thereof, (c) pending such cure, no material property and interests of Mortgagor are lost or jeopardized, and (d) Mortgagor causes such failure to be cured no later than ninety (90) days after the date of such Notice from Mortgagee.

Section 6.5 Event of Default Under Other Loan Documents.

An Event of Default (as defined therein) occurs under any Note and/or the Loan Agreement, or Mortgagor fails to promptly pay, perform, observe or comply with any obligation or agreement contained in any of the other Loan Documents (within any applicable grace or cure period).

Section 6.6 Change in Zoning or Public Restriction.

Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Loan Documents, is no longer permitted under such zoning ordinance or regulation or public restriction, as changed (by right or as a valid non-conforming use or otherwise).

Section 6.7 Default Under Leases.

Mortgagor fails duly to perform its obligations under any Lease, and such failure is not cured within the grace period, if any, provided in the Lease.

Section 6.8 Default Under Other Lien Documents.

A default occurs under any other mortgage or security agreement covering the Property, including any Permitted Encumbrances.

Section 6.9 Execution; Attachment.

Any execution or attachment is levied against any of the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Section 6.10 Change in Law; Environmental Issues.

Mortgagee shall have declared an Event of Default to exist under Section 4.8 or Section 8.1 of this Mortgage.

Article VII
Rights and Remedies.

Upon the happening of any Event of Default, Mortgagee shall have the right, in addition to any other rights or remedies available to Mortgagee under any of the Loan Documents, applicable Law, or equity to exercise any one or more of the following rights, powers or remedies:

Section 7.1 Acceleration.

Mortgagee may accelerate all Obligations under the Loan Documents whereupon such Obligations shall become immediately due and payable, and Mortgagee may also terminate any Swap Contract and such Swap Contracts shall immediately terminate, all of the foregoing without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby expressly waived by Mortgagor).

Section 7.2 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(i) Mortgagee may demand that Mortgagor surrender the actual possession of the Property and upon such demand, Mortgagor shall forthwith surrender same to Mortgagee and, to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(ii) If Mortgagor shall for any reason fail to surrender or deliver the Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or order conferring on Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession to Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents.

(iii) Mortgagee may from time to time: (A) continue and complete construction of, hold, store, use, operate, manage and control the Property and conduct the business thereof; (B) make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional Personalty; (C) insure or keep the Property insured; (D) exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same; and (E) enter into agreements with others (including, without limitation, new Leases or amendments, extensions, or cancellations to existing Leases) all as Mortgagee from time to time may determine in its sole discretion. Mortgagor hereby constitutes and irrevocably appoints Mortgagee its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers said attorney or attorneys in the name of Mortgagor, but at the option of said attorney-in-fact, to do any and all acts and execute any and all agreements that Mortgagee may deem necessary or proper to implement and perform any and all of the foregoing.

Section 7.3 Collection of Rents.

Upon the occurrence of an Event of Default, the license granted to Mortgagor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Mortgagor. Mortgagee may, but shall not be obligated to perform any or all obligations of the landlord under any or all of the Leases, and Mortgagee may, but shall not be obligated to, exercise and enforce any or all of Mortgagor's rights under the Leases. Without limitation to the generality of the foregoing, Mortgagee may notify the tenants under the Leases that all Rents are to be paid to Mortgagee, and following such notice all Rents shall be paid directly to Mortgagee and not to Mortgagor or any other Person other than as directed by Mortgagee, it being understood that a demand by Mortgagee on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Mortgagee without the necessity of further consent by Mortgagor. Mortgagor hereby irrevocably authorizes and directs the tenants under the Lease to pay all Rents to Mortgagee instead of to Mortgagor, upon receipt of written notice from Mortgagee, without the necessity of any inquiry of Mortgagor and without the necessity of determining the existence or non-existence of an Event of Default. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Mortgagor's name or in Mortgagee's name: (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Mortgagee; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Mortgagee may deem necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied first to pay all Expenses and next in reduction of the other Obligations. Mortgagor shall pay, on demand, to Mortgagee, the amount of any deficiency between (i) the Rents received by Mortgagee, and (ii) all Expenses incurred together with interest thereon as provided in the Loan Agreement and the other Loan Documents.

Section 7.4 Foreclosure.

Mortgagee may institute a foreclosure action in accordance with the laws of Connecticut, or take any other action as may be allowed, at law or in equity, for the enforcement of the Loan Documents and realization on the Property or any other security afforded by the Loan Documents. In the case of a judicial proceeding, Mortgagee may proceed to final judgment and execution for the amount of the obligations secured hereby owed as of the date of the judgment, together with all costs of suit, reasonable attorneys' fees and interest on the judgment at the maximum rate permitted by law from the date of the judgment until paid. If Mortgagee is the purchaser at the foreclosure sale of the Property, the foreclosure sale price shall be applied against the total amount due Mortgagee. Mortgagee may, if and to the extent and in the manner permitted by law, itself, or by such agents and attorneys as it may appoint, with or without entry or taking possession, sell the Property as an entirety or in such separate lots or parcels as Mortgagee may determine, at public or private sale and, except as otherwise provided by law, at such place or places (whether or not at the Property), at such time or times, upon such terms (including credit, whether secured or unsecured) and upon such notice (by publication or otherwise), if any, as Mortgagee in its discretion may determine. Mortgagee is irrevocably appointed the agent and attorney-in-fact of Mortgagor in its name and stead and on its behalf, for the purposes of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as Mortgagee may consider necessary or appropriate, and to substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that Mortgagee, or such substitute or substitutes, shall lawfully do by virtue hereof. In addition, if so requested by Mortgagee or by any purchaser, Mortgagor shall ratify and confirm any such sale by executing and delivering to Mortgagee or to such purchaser or purchasers all such proper deeds, conveyances, assignments, instruments of transfer and releases as may be designated in any such request. Acceptance by Mortgagee of any payment in an amount less than the amount then due on the debt secured hereby shall be deemed an acceptance on account only and the failure to pay the entire amount then due shall be and continue to be an Event of Default; at any time thereafter and until the entire amount then due on said debt has been paid, Mortgagee shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of an Event of Default. In the event that Mortgagee elects to have the Property sold in parcels, such sales may be held from time to time and the power of sale shall not be exhausted until all of the Property shall have been sold.

Section 7.5 Receiver.

Mortgagee may apply to any court of competent jurisdiction to have a receiver appointed to enter upon and take possession of the Property, collect the Rents therefrom and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the State. To the extent permitted by law, the right of the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Mortgagor. The expenses, including receiver's fees, attorneys' fees, costs and agent's commission incurred pursuant to the powers herein contained, together with interest thereon at the highest default rate under any Note, shall be secured hereby and shall be due and payable by Mortgagor immediately without notice or demand. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash or deposits at the time held by, payable, or deliverable under the terms of this Mortgage to the Mortgagee, and the Mortgagee shall have the right to offset the unpaid Obligations against any such cash or deposits in such order as Mortgagee may elect.

Section 7.6 Uniform Commercial Code.

Mortgagee may exercise any or all of its rights and remedies under the Uniform Commercial Code as adopted by the State as in effect from time to time, (or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable law) or other applicable law

as well as all other rights and remedies possessed by Mortgagee, all of which shall be cumulative. Mortgagee is hereby authorized and empowered to enter the Property or other place where the Personalty may be located without legal process, and to take possession of the Personalty without notice or demand, which hereby are waived to the maximum extent permitted by the laws of the State. Upon demand by Mortgagee, Mortgagor shall make the Personalty available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. Any notification required by the Uniform Commercial Code shall be deemed reasonably and properly given if sent in accordance with the Notice provisions of this Mortgage at least ten (10) days before any sale or other disposition of the Personalty. Mortgagee may choose to dispose of some or all of the property, in any combination consisting of both Personalty and Real Property, in one or more public or private sales to be held in accordance with the Law and procedures applicable to real property, as permitted by Article 9 of the Uniform Commercial Code. Mortgagor agrees that such a sale of Personalty together with Real Property constitutes a commercially reasonable sale of the Personalty.

Section 7.7 Application of Proceeds

Unless otherwise provided by applicable Law, all proceeds from the sale of the Property or any part thereof pursuant to the rights and remedies set forth in this Article VII and any other proceeds received by Mortgagee from the exercise of any of its other rights and remedies hereunder or under the other Loan Documents shall be applied first to pay all Expenses and next in reduction of the other Obligations, in such manner and order as Mortgagee may elect.

Section 7.8 Remedies Cumulative and Concurrent.

No right, power or remedy of Mortgagee as provided in any Note, this Mortgage, the Loan Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy of Mortgagee, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to Mortgagee now or hereafter existing at law or in equity and may be pursued separately, successively or together against Mortgagor, or any endorser, co-maker, surety or guarantor of the Obligations, or the Property or any part thereof, or any one or more of them, at the sole discretion of Mortgagee. The failure of Mortgagee to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

Section 7.9 Waiver, Delay or Omission.

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of Mortgagee to exercise any right, power or remedy shall be construed to waive any such Event of Default or to constitute acquiescence therein.

Section 7.10 Credit of Mortgagee.

To the maximum extent permitted by the laws of the State, upon any sale made under or by virtue of this Article, Mortgagee may bid for and acquire the Property, or any part thereof, and in lieu of paying cash therefor may apply to the purchase price, any portion of or all of the unpaid Obligations in such order as Mortgagee may elect.

Section 7.11 Sale.

Any sale or sales made under or by virtue of this Article shall operate to divest all the estate, right, title, interest, claim and demand whatsoever at law or in equity, of the Mortgagor and all Persons, except tenants pursuant to Leases approved by Mortgagee, claiming by, through or under Mortgagor in and to the properties and rights so sold, whether sold to Mortgagee or to others.

Section 7.12 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of the Property by any Governmental Authority, or other judicial proceedings affecting the Mortgagor, any endorser, co-maker, surety, or guarantor of the Obligations, or any of their respective properties, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire unpaid Obligations at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

Section 7.13 Waiver of Redemption, Notice, Marshalling, Etc.

Mortgagor hereby waives and releases, for itself and anyone claiming through, by, or under it, to the maximum extent permitted by the laws of the State:

(i) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment,

(ii) unless specifically required herein, all notices of default, or Mortgagee's actual exercise of any option or remedy under the Loan Documents, or otherwise, and

(iii) any right to have the Property marshalled.

Section 7.14 Discontinuance of Proceedings.

If Mortgagee shall have proceeded to enforce any right under any Loan Document and such proceedings shall have been discontinued or abandoned for any reason, then except as may be provided in any written agreement between Mortgagor and Mortgagee providing for the discontinuance or abandonment of such proceedings, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been instituted.

Section 7.15 Mortgagee's Actions.

Mortgagee may, at any time without notice to any Person and without consideration, do or refrain from doing any or all of the following actions, and neither the Mortgagor, any endorser, co-maker, surety or guarantor of the Obligations, nor any other Person (hereinafter in this Section collectively referred to as the "Obligor") now or hereafter liable for the payment and performance of the Obligations shall be relieved from the payment and performance thereof, unless specifically released in writing by Mortgagee: (a) renew, extend or modify the terms of any Note, this Mortgage, the Loan Agreement and the other Loan Documents, or any of them; (b) forbear or extend the time for the payment or performance of any or all of the Obligations; (c) apply payments by any Obligor to the reduction of the unpaid Obligations in such manner, in such amounts, and at such times and in such order and priority as Mortgagee may see fit; (d) release any Obligor; (e) substitute or release in whole or in part the Property or any other collateral or any portion thereof now or hereafter held as security for the Obligations without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage upon the Property which is not released or substituted, or the validity and priority of any security interest of the Mortgagee in such other collateral which is not released or substituted; (f) subordinate the lien of this Mortgage or the lien of any other security interest in any other collateral now or hereafter held as security for the Obligations; (g) join in the execution of a plat or replat of the Land (provided, however, notwithstanding the foregoing, Mortgagee will join in such plat or replat of the Land so long as such plat or replat is acceptable to Mortgagee); (h) join in and consent to the filing of a declaration of condominium or declaration of restrictive covenants regarding all or any part of the Land; (i) consent to the granting of

any easement on the Land; and (j) generally deal with any obligor or any other party as Mortgagee may see fit.

Section 7.16 Setoff.

Mortgagor hereby grants to Mortgagee a lien, security interest and a right of setoff as security for all liabilities and obligations of Mortgagor to Mortgagee, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Mortgagee or any entity under the control of Mortgagee, or in transit to any of them. At any time after the occurrence of and during the continuance of an Event of Default, without demand or notice, Mortgagee may set off the same or any part thereof and apply the same to any liability or obligation of Mortgagor, even though unmatured and regardless of the adequacy of any other collateral securing the Notes. ANY AND ALL RIGHTS TO REQUIRE MORTGAGEE TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL THAT SECURES THE NOTES, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF MORTGAGOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

Section 7.17 Other Remedies.

Mortgagee shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Mortgagor provided under the Loan Documents or by applicable Laws.

Article VIII
Hazardous Materials

Section 8.1 Hazardous Materials.

As used herein, the following terms shall have the following respective meanings:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613.

"Environmental Event" means (i) the generation, storage, disposal, removal, transportation or treatment of any Hazardous Substances on any of the Property (or on any real property adjoining or in the vicinity of the Property, if through soil or groundwater migration, such Hazardous Substances could have come to be located at the Property) or on any other property owned, occupied or operated by Mortgagor or any subsidiary of Mortgagor; (ii) the receipt by Mortgagor or any subsidiary of Mortgagor of any notice or claim of any violation of any Environmental Law or of any action based upon nuisance, negligence or other tort theory alleging liability on the basis of improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances on any of the Property or on any other affected property; or (iii) the presence or release or threat of release of any Hazardous Substances at or upon any of the Property or at other property of Mortgagor or any subsidiary of Mortgagor that has resulted in contamination or deterioration of any portion of the Property or other affected property resulting in a level of contamination greater than the levels permitted or established by any governmental agency having jurisdiction over Mortgagor or any subsidiary of Mortgagor, any of the Property or any such other property.

"Environmental Laws" means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or the release or threat of release of any materials into the environment, including, without limitation, Connecticut General Statutes, Title 22a, CERCLA and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-6987.

"Hazardous Substances" includes "hazardous waste", "pollution" and "contamination" as described or defined in Connecticut General Statutes, Title 22a, "hazardous substances" and "hazardous waste" as defined in CERCLA or in any Environmental Laws, as well as asbestos and materials containing asbestos.

Mortgagor covenants to comply strictly with (and to cause each tenant or occupant of any of the Property to comply strictly with) the requirements of all Environmental Laws and to notify Mortgagee promptly of the occurrence of any Environmental Event in violation of applicable law. Mortgagor hereby covenants to protect, indemnify and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee under or on account of any Environmental Laws and relating to the Property or any portion thereof, including, without limitation, the filing of a lien or claim for recovery of costs against the Property or Mortgagor by or in favor of any Governmental Authority; but excluding any loss, liability, damage or expense resulting from a release of Hazardous Substances which (i) occurs after foreclosure of this Mortgage or following and during the continuance of entry by Mortgagee as a mortgagee-in-possession and (ii) does not result in any manner from actions taken or circumstances existing on the Property prior to such foreclosure or entry.

In the event that Mortgagor or any tenant of Mortgagor or other occupant of any of the Property shall fail to comply strictly with the requirements of any Environmental Laws and, in the reasonable opinion of Mortgagee, the effect of such failure (singly or together with all other then existing failures to comply with any Environmental Laws) could have a material adverse effect on the use, salability or value of the Property and such failure continues uncured for 30 days after notice thereof from Mortgagee to Mortgagor, Mortgagee may declare an Event of Default to exist under this Mortgage and shall have the rights and remedies provided in this Mortgage and/or in the Loan Agreement consequent upon an Event of Default. Mortgagee, at its election and in its sole discretion, may (but is not obligated to) cure any failure on the part of Mortgagor or any such tenant to comply with any of the Environmental Laws and, without limitation, may take any of the following actions:

(a) arrange for the prevention and/or clean-up of any Hazardous Substances in or on the Property, and pay for such prevention and/or clean-up costs and associated costs;

(b) pay, on behalf of Mortgagor, any fines or penalties imposed on Mortgagor by any governmental agency or authority (federal, state or local) in connection with such failure to comply with any of the Environmental Laws; and

(c) make any other payment or perform any other act which will prevent or discharge a lien or claim by or in favor of any federal, state or local governmental agency or authority from attaching to or being asserted against the Property.

Mortgagee will give Mortgagor not less than 10 days' prior written notice before acting under any of clauses (a)-(c) above, except that Mortgagee may act after such shorter notice period as is reasonably practicable or upon no notice at all in the case of emergency (as reasonably determined by Mortgagee), including, without limitation, imminent risk of damage to, or forfeiture of, the Property or any material portion thereof or imminent threat of harm to any person in, on or in the vicinity of the Property. Any partial exercise by Mortgagee of the remedies herein set forth, or any partial undertaking on the part of Mortgagee to cure Mortgagor's failure to comply with any of the Environmental Laws, shall not obligate Mortgagee to complete the actions taken or require Mortgagee to expend further sums to cure Mortgagor's noncompliance; neither shall the exercise of any such remedies operate to place upon Mortgagee any responsibility for the operation, control, care, management or repair of the Property or make Mortgagee the "operator" of the Property within the meaning of any Environmental Laws or a so-called lender in possession. Any amount paid or costs incurred by Mortgagee as a result of the exercise by Mortgagee of any of the rights hereinabove set forth shall be paid by Mortgagor to Mortgagee

on demand, together with interest thereon at the rate set forth in Section 4.7, such interest to accrue from the date such amount was paid or cost incurred through the date of payment by Mortgagor. All such amounts and costs and the interest thereon, until paid, shall be added to and become a part of the obligations secured hereby; and Mortgagee, by making any such payment or incurring any such costs, shall be subrogated to any rights of Mortgagor to seek reimbursement from any third parties, including, without limitation, a predecessor-in-interest to Mortgagor's title who may be a "responsible party" under any Environmental Laws in connection with any Environmental Event.

The provisions of this Section 8.1 shall survive payment of the Loans and payment of the obligations described in the Loan Documents and the discharge of this Mortgage.

Article IX
Miscellaneous.

Section 9.1 Rights, Powers and Remedies Cumulative.

Each right, power and remedy of Mortgagee as provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Mortgagee of any or all such other rights, powers or remedies.

Section 9.2 No Waiver by Mortgagee.

No course of dealing or conduct by or among Mortgagee and Mortgagor shall be effective to amend, modify or change any provisions of this Mortgage or the other Loan Documents. No failure or delay by Mortgagee to insist upon the strict performance of any term, covenant or agreement of this Mortgage or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Mortgagee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, Mortgagee shall not be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee, or (c) Mortgagee's extending the time of payment or modifying the terms of this Mortgage or any of the other Loan Documents without first having obtained the consent of Mortgagor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, Mortgagee may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations and may extend the time of payment or otherwise modify the terms of this Mortgage or any of the other Loan Documents without in any way impairing or affecting the Lien of this Mortgage or the priority of this Mortgage over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Mortgage. Mortgagee may resort to the security or collateral described in this Mortgage or any of the other Loan Documents in such order and manner as Mortgagee may elect in its sole discretion.

Section 9.3 Waivers and Agreements Regarding Remedies.

Mortgagee shall not be required to marshal any present or future security for, or guarantees of, Mortgagor's obligations or to resort to any such security or guarantee in any particular order and

Mortgagor waives, to the fullest extent that it lawfully can, (i) any right it might have to require Mortgagee to pursue any particular remedy before proceeding against it and (ii) any right to the benefit of, or to direct the application of, the proceeds of any collateral until such obligations are paid in full. Without limitation of the foregoing, to the full extent that Mortgagor may lawfully do so, Mortgagor hereby:

(a) agrees that if an Event of Default shall occur hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, seek or claim to take advantage of any appraisement, valuation, stay, extension, redemption, moratorium or marshalling laws now or hereafter in force in the locality where the property subject to the lien of this Mortgage may be situated, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property, or the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and for itself and its successors and assigns hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws;

(b) waives all rights to a marshalling of the assets of Mortgagor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Property without any prior or different resort for collection, or the right of Mortgagee to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever,

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a Claim which could be tried in an action for money damages, such Claim may be brought in a separate action which shall not thereafter be consolidated with the foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the provisions of any Laws pertaining to the rights and remedies of sureties.

Section 9.4 Successors and Assigns.

All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the Land and shall apply to and bind the successors and assigns of Mortgagor (including any permitted subsequent owner of the Property), and inure to the benefit of Mortgagee, its successors and assigns.

Section 9.5 No Warranty by Mortgagee.

By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Mortgagor or to be given to Mortgagee pursuant to this Mortgage or any of the other Loan Documents, Mortgagee shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Mortgagee.

Section 9.6 Amendments.

This Mortgage may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 9.7 Severability.

In the event any one or more of the provisions of this Mortgage or any of the other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, or in the event any one or more of the provisions of the Loan Documents operates or would prospectively operate to invalidate this Mortgage or any of the other Loan Documents, then and in either of those events, at the option of Mortgagee, such provision or provisions only shall be deemed null and void and shall not affect the validity of the remaining Obligations, and the remaining provisions of the Loan Documents shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Section 9.8 Notices.

All Notices required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service or by certified United States mail, postage prepaid, addressed to the party to whom directed at the applicable address specified in the Preamble to this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by facsimile. Any Notice shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt; provided that service of a Notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Mortgage or in any other Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 9.9 Joint and Several Liability.

If Mortgagor consists of two (2) or more Persons, the term "Mortgagor" shall also refer to all Persons signing this Mortgage as Mortgagor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. Mortgagee may release, compromise, modify or settle with any of Mortgagor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of Mortgagor hereunder or under any Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of Mortgagor.

Section 9.10 Rules of Construction.

The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Mortgage in its entirety. The terms "agree" and "agreements" mean and include "covenant" and "covenants". The words "include" and "including" shall be interpreted as if followed by the words "without limitation". The headings of this Mortgage are for convenience of reference only and shall not be considered a part hereof and are not in any way intended to define, limit or enlarge the terms hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Loan Documents are to the same as extended, amended, restated, supplemented or otherwise modified from time to time unless expressly indicated otherwise, (d) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (e) to Articles or Sections are to the respective Articles or Sections contained in this Mortgage unless expressly indicated otherwise. Any term used or defined in the Uniform Commercial Code of the State, as in effect from time to time, which is not defined in this Mortgage shall have the meaning ascribed to that term in the Uniform Commercial Code of the State. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in

another Article of the Uniform Commercial Code of the State, the term shall have the meaning specified in Article 9.

Section 9.11 Governing Law.

This Mortgage shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State.

Section 9.12 Time of Essence.

It is specifically agreed that time is of the essence as to all matters provided for in this Mortgage.

Section 9.13 Survival of Warranties and Covenants.

The warranties, representations, covenants and agreements set forth in this Mortgage shall survive the making of the Loans and the execution and delivery of the Notes, and shall continue in full force and effect until all of the Obligations shall have been paid and performed in full.

Section 9.14 *[Intentionally Omitted.]*

Section 9.15 Forum.

Mortgagor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the State specified in the governing law section of this Mortgage and to the jurisdiction of any state court or any United States federal court sitting in the state in which any of the Property is located, over any Dispute. Mortgagor hereby irrevocably waives, to the fullest extent permitted by Law, any objection that Mortgagor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Mortgagor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the state specified in the governing law section of this Mortgage may be made by certified or registered mail, return receipt requested, directed to Mortgagor at its address for notice set forth in this Mortgage, or at a subsequent address of which Mortgagee received actual notice from Mortgagor in accordance with the notice section of this Mortgage, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Mortgagee to serve process in any manner permitted by Law or limit the right of Mortgagee to bring proceedings against Mortgagor in any other court or jurisdiction.

Section 9.16 **WAIVER OF JURY TRIAL.**

MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY MUTUALLY WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, ANY NOTE OR ANY OTHER LOAN DOCUMENTS OR OUR OF ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE MORTGAGEE TO ENTER INTO THIS MORTGAGE AND TO AMEND THE LOAN DOCUMENTS AS CONTEMPLATED HEREIN.

Section 9.17 **COMMERCIAL TRANSACTIONS; PREJUDGMENT REMEDIES.**

MORTGAGOR AND EACH MAKER, GUARANTOR AND ENDORSER OF ANY NOTE WHICH IS SECURED BY THIS MORTGAGE ACKNOWLEDGE THAT THE LOANS EVIDENCED BY THE NOTES AND SECURED BY THIS MORTGAGE ARE COMMERCIAL TRANSACTIONS AND THAT MORTGAGOR IS ENGAGED EXCLUSIVELY IN COMMERCIAL PURSUITS AND THAT THE PROCEEDS OF THE NOTES ARE TO BE UTILIZED IN THE BUSINESS ACTIVITIES OF MORTGAGOR AND WILL NOT BE

UTILIZED FOR CONSUMER PURPOSES; AND THEY AND EACH OF THEM HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZE MORTGAGEE'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

Section 9.18 Entire Agreement.

The Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the Loans, and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Loan Documents. In particular, and without limitation, the terms of any commitment by Mortgagee to make the Loans are merged into the Loan Documents. Except as incorporated in writing into the Loan Documents, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

[Signature page follows.]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed, as an instrument under seal, as of the day and year first written above.

Signed and delivered in the presence of:

Deborah Nemeth
Print Name:

PATRICIA A. HALLIGAN
Print Name:

MORTGAGOR:

ANSONIA COPPER & BRASS, INC.

By: _____
Name: Stephen R. Turner
Title: Vice President-Finance

STATE OF CONNECTICUT)
) ss. Ansonia, OCTOBER 23, 2006
County of New Haven)

The foregoing instrument was acknowledged before me this 23rd day of October, 2006, by Stephen R. Turner who acknowledged himself to be the Vice President-Finance of Ansonia Copper & Brass, Inc., a Delaware corporation, and that as such officer of Ansonia Copper & Brass, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

Patricia A. Halligan
Notary Public
My Commission Expires: AUG. 31, 2009

Exhibit A

Legal Description

PARCEL ONE:

Commencing at a point in the westerly line of North Main Street at the northeasterly corner of land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence along said westerly line of North Main Street and along the westerly line of Liberty Street, each in part, the following courses and distances: North 25°-16'-13" West, twenty-eight and ninety-five hundredths (28.95) feet; North 30°-43'-13" West, seven hundred (700.00) feet; North 05°-17'-58" West, four hundred thirty-nine and eighty-eight hundredths (439.88) feet to the southerly line of Third Street; thence South 85°-22'-46" West, two hundred twenty-nine and thirty-five hundredths (229.35) feet; thence North 31°-20'-03" West, one hundred sixty-nine and thirty-one hundredths (169.31) feet; North 35°-09'-04" West, three hundred forty-five and eleven hundredths (345.11) feet to the southerly line of Fourth Street and westerly line of North Fourth Street; thence along said westerly line of North Fourth Street by the following courses and distances: North 39°-54'-04" West, two hundred eighty-nine (289.00) feet; North 42°-08'-19" West, seventy-one and eighty hundredths (71.80) feet; North 31°-18'-04" West, two hundred one and forty-two hundredths (201.42) feet to other land of Atlantic Richfield Company; thence along said other land of Atlantic Richfield Company South 66°-19'-30" West, one hundred fifteen and twelve hundredths (115.12) feet to the easterly line of Penn. Central Railroad (Metro North); thence along said easterly line of Penn. Central Railroad (Metro North) by the following courses and distances: South 23°-40'-30" East, two hundred forty and forty-three hundredths (240.43) feet; South 66°-25'-23" West, ten (10.00) feet; South 23°-34'-37" East, two hundred forty and seventy-five hundredths (240.75) feet to the beginning of a curve having a radius of 5629.73 feet; thence along the arc of said curve having a radius of 5629.73 feet, six hundred nine and forty-seven hundredths (609.47) feet; South 29°-46'-47" East, one hundred three and forty-five hundredths (103.45) feet; south 31°-04'-47" East, sixty-six and twelve hundredths (66.12) feet; South 29°-46'-47" East, five hundred seventy-eight and fifty hundredths (578 .50) feet; North 60°-13'-13" East, three and four hundredths (3.04) feet; South 27°-36'-47" East, four hundred seventy-four and forty-five hundredths (474.45) feet to land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence North 60°-12'-18" East, along said land now or formerly of Farrel-Connecticut Division an Emhart Unit, three hundred sixty-five and twenty-five hundredths (365.25) feet to said westerly line of North Main Street and point of commencement.

Said parcel contains 16.544 Acres more or less.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" = 80', Sept. 26, 1985", prepared by Clarke and Pearson Associates, Inc.

PARCEL TWO:

Commencing at a point at the terminus of the westerly line of River Road, also known as River Street and Riverside Drive, at the northeasterly corner of land now or formerly of Teledyne; thence along the terminus of River Road and land now or formerly of Farrel Connecticut Division an Emhart Unit by the following courses and distances: North 62°-54'-16" East, one hundred ninety (190.00) feet; South 17°-09'-42" East, one hundred eighty-five and nineteen hundredths (185.19) feet; North 72°-50'-18" East, eighty-three and twelve hundredths (83.12) feet; North 60°-19'-11" East, one hundred fifty-five (155.00) feet; South 53°-28'-26" East, two hundred ninety-six and seventy-two hundredths (296.72) feet to the westerly line of Penn Central Railroad (Metro North); thence along the said westerly line of the said Penn. Central Railroad (Metro North) by the following courses and distances: North 61°-56'-27" East, twenty-nine and eighty-eight hundredths (29.88) feet; North 27°-42'-47" West, six hundred seventy-one and eighty-three

hundredths (671.83) feet; North 19°-31'-27" West, two .hundred sixty-two and seventy-six hundredths (262.76) feet; North 29°-56'-17" West, five hundred thirty-eight and eighty-six hundredths (538.86) feet to the beginning of a curve having a radius of 5747.87 feet; thence northwesterly along the arc of said curve having a radius of 5747.87 feet three hundred seventy-seven and twenty-five hundredths (377.25) feet; North 29°-02'-04" West, one hundred five and eighty-four hundredths (105.84) feet to the beginning of a curve having a radius of 5754.40 feet; thence northwesterly along the arc of said curve having a radius of 5754.40 feet one hundred thirty-nine and sixty hundredths (139.60) feet; North.23°-34'-37" West along land now or formerly of Penn Central Railroad (Metro North), six hundred eight and fifty hundredths (608.50) feet; thence South 60°-13'-13" West, along land now or formerly of Penn Central Railroad (Metro North) one hundred twenty-eight and fifty-eight hundredths (128.58) feet; thence South 65°-34'-45" West along other land of Atlantic Richfield Company, eight hundred and thirty-eight hundredths (800.38) feet; thence South 23°-48'-52" East, one thousand nine hundred eighty-seven and ninety-eight hundredths (1987.98) feet to other land now or formerly of U.I. Co.; thence along said land now or formerly of U. I. Co. by the following courses and distances: North 66°-08'-04" East, thirty-six and fifty-six hundredths (36.56) feet; South 23°-51'-56" East, two hundred ninety (290.00) feet to said land now or formerly of Teledyne; thence North 62°-54'-16" East, four hundred twenty-eight and sixty-nine hundredths (428.69) feet to the said terminus of the westerly line of River Road and point of commencement.

Said parcel 51.957 Acres more or less.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" « 80', September. 26, 1985".

Together with the rights and benefits, subject to the obligations, if any, as contained in the following instruments:

1. Crossing rights, The New York, New Haven and Hartford Railroad to The Ansonia Brass and Copper Company, dated July 9, 1902, recorded in Volume 16, Page 550 of the Ansonia Land Records.

2. Pipe line rights, The Farrel Foundry and Machine Company to The Ansonia Brass and Copper Company, dated June 4, 1906, recorded in Volume 23, Page 113 of the Ansonia Land Records.

3. Right to have a tail race and right of entry as reserved in deed from The Ansonia Land and Water Power Company to Farrell Foundry and Machine Company dated September 25, 1869, recorded in Volume 48, Page 160 of the Ansonia Land Records.

4. Right of entry, flowage and freedom from obstruction-as reserved in deeds from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company, dated August 21, 1871 and January, 1873, recorded in Volume 48, Page 393 and Volume 48, Page 582, respectively, of the Ansonia Land Records. See also Modifications and Partial Releases dated May 24, 1906, recorded in Volume 21, Page 408 of the Ansonia Land Records; dated March 18, 1907, recorded in Volume 23, Page 102 of the Ansonia Land Records; and dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

5. Tail race and water gauge as reserved in deed from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company dated April 24, 1882, recorded in Volume 61, Page 231 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

6. Right of Entry, The Farrel Foundry and Machine Company to Ansonia Land and Water Company dated May 3, 1882, recorded .in Volume 61, Page 247 of the Derby Land Records.

7. Reservations for free flow, of water. as reserved in dead from Ansonia Land and Water Company to The Clemons Foundry and Machine Company dated May 17, 1882, recorded in Volume 61, Page 239 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

8. Option to repurchase as in deed from The Ansonia Land and Water Power Company to The Farrel Foundry & Machine Company dated December 22, 1905, recorded in Volume 21, Page 215 of the Ansonia Land Records. See, however, partial release of that option, The American Brass Company to Farrel-3irmingham Company dated March 14, 1938, recorded in Volume 63, Page 308 of the Ansonia Land Records.

9. Reservations as to passageways, etc., The American Brass Company to The New York, New Haven and Hartford Railroad Company dated July 7, 1921, recorded in Volume 41, Page 547 of the Ansonia Land Records.

10. Grade crossing agreement by and between The New York, New Haven and Hartford Railroad Company and The American Brass Company dated November 14, 1955, recorded in Volume 88, Pace 116 of the Ansonia Land Records. See also, Supplemental Indenture of the same parties dated November 5, 1957, recorded in Volume 96, Page 8 of the Ansonia Land Records.

11. Rights and reversion as contained in a certain quit claim deed from The American Brass Company to the City of Ansonia dated September 30, 1960, recorded in Volume 108, Page 222 of the Ansonia Land Records.

12. A certain deed from Atlantic Richfield Company to American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 298 of the Ansonia Land Records.

13. Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records and also recorded 12/6/85 in the Seymour Land Records.

Parcel 3

All that certain piece or parcel of land located in the Town of Ansonia, County of New Haven, State of Connecticut, more particularly bounded and described as follows:

Commencing at a point in the northerly line of land now or formerly of United Illuminating Co. and the southeast corner of the within described parcel; thence S 65° 54' W 233.44 feet to a point; thence along land now or formerly of William Sloane and along land now or formerly of J. E. Remer, N 32° 00' W 80 feet, more or less; thence along land now or formerly of C. H. Pine N 32° 00' W 110 feet, more or less, and 102 feet, more or less; thence along land now or formerly of W. A. Barnes, along land now or formerly of D. K. Leach and along land now or formerly of G. Peck N 32° 00' W 315 feet, more or less, to a point; thence along land now or formerly of G. Peck 105 feet, more or less, to a point; thence along land now or formerly of P. I. Baldwin and land now or formerly of William Shea N 16° W 30 feet, more or less, and N 8° 30' E 113.52 feet to a point; thence along land now or formerly of J. Shea S 69° 15' E 44.22 feet to a point; thence along land now or formerly of J. Shea and land now or formerly of J. E. Shay N 5° 30' E 178.20 feet to a point; thence along land now or formerly of J. Vartellas and land now or formerly of H. Mudry N 10° W, 20 feet, more or less, and N 16° 27' 40" W 175.06 feet to a point; thence

along land now or formerly of Girard L. and Donald F. Clemons the following courses and distances, N 30° 10' 45" W 926.66 feet; N 10° 10' 00" W 163.68 feet; N 81° 17' E 40 feet; N 0° 58' 30" W 685.43 feet, more or less; and N 37° 17' 30" W 498.30 feet to a point; thence along land now or formerly of the City of Ansonia N 5° 27' W 207.90 feet; thence along land now or formerly of A. W. Beard Const. Corp. N 69° 03' E 370 feet, more or less to a point; thence along land now or formerly of A. W. Beard Const. Corp. and land of State of Connecticut, 1200 feet, more or less, to a point; thence N 57° 37' 50" W 59 feet, more or less, to a point; thence N 12° 36' 30" W 108.85 feet to a point in the Seymour-Ansonia town line; thence in a northeasterly direction, an unspecified distance to a point in the Seymour-Ansonia town line; thence in a northeasterly direction 450 feet, more or less, to a point in land now or formerly of New York, New Haven & Hartford Rail Road Co.; thence along land of said railroad the following courses and distances, a radius of 1470.85, 900 feet, more or less, a radius of 1974.11, 157.92 feet, more or less, S 32° 26' 25" E, 556.10 feet, more or less, S 30° 96' 50" E 463 feet, more or less, S 30° 03' E 870 feet, more or less, to a point; thence S 65° 34' 45" W 800.38 feet; thence S 23° 48' 52" E 1987.98 feet to land now or formerly of United Illuminating Co. and the point and place of beginning.

Together with certain rights created under Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records.

EXCEPTING FROM SAID PARCELS 2 AND 3 , Lot 2 and Lot 3 on that certain map entitled, "WOODLOT SUBDIVISION" prepared for CLARENCE STREET, LLC, 77 CLARENCE STREET BRIDGEPORT, CT 06608-2225 Scale 1" = 100' prepared by Diversified Technologies Corporation, which map is on file in the Ansonia Town Clerk's Office, and as more fully described in a deed from Ansonia Copper & Brass, Inc to Clarence Street, LLC dated July 13, 1998 and recorded in Volume 312 at page 673 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, A certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Valley Contractor and Supply Company, LLC by Quit Claim dated February 8, 2005 and recorded in Volume 416 at page 1188 of the Ansonia Land Records

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Teodosio & Sons Construction Company, L.L.C. by Quit Claim Deed dated November 29, 2005 and recorded in Volume 433 at page 372 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Sheehy & Dillon, Trustees by Quit Claim Deed dated July 27, 2006 and recorded in Volume 446 at page 560 of the Ansonia Land Records.

SECOND AMENDED AND RESTATED REVOLVING LOAN NOTE

$23,750,000.00

Original Date: October 1, 2004
Previously Amended and Restated: July 19, 2006
Further Amended and Restated: October 18, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on December 31, 2006.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan A Note** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Fleet Precious Metals Inc., dated October 1, 2004 (as amended from time to time, the "**Loan Agreement**"), and is entitled to all of the benefits and security of the Loan Agreement. All of the terms, covenants and conditions of the Loan Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Amended and Restated Revolving Loan Note dated July 19, 2006 in the face principal amount of $9,750,000 issued by the Borrower in favor of the Lender, which Amended and Restated Revolving Loan Note previously amended and restated and was previously issued in substitution for and replacement of that certain original Revolving Loan Note dated October 1, 2004 in the face principal amount of $8,000,000 issued by the Borrower in favor of Fleet Capital Corporation.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate as more specifically provided in the Loan Agreement. The interest due shall be computed in the manner provided in the Loan Agreement.

Except as otherwise expressly provided in the Loan Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

The Borrower may terminate the Loan Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: RAYMOND McGEE
Title: PRESIDENT

Exhibit B-2

TERM PROMISSORY NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000)**, together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Term Promissory Note (the **"Note"**) is the Term Note referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Term Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred, the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) Principal shall be due and payable in thirty-five (35) equal consecutive installments of principal in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) commencing on the first Business Day of November, 2004 and continuing on the first Business Day of each month thereafter until the first Business Day of September, 2007; and

(c) The entire remaining principal amount then outstanding, together with any and all other amounts due hereunder, shall be due and payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this

Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

P1145139.6

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name:
Title: PRESIDENT

Exhibit B-3

EQUIPMENT LOAN NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000)**, together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Equipment Loan Note (the **"Note"**) is one of the Equipment Loan Notes referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of an Equipment Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) all principal amounts advanced under the Equipment Loan in the first twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is one (1) year after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007;

(c) all principal amounts advanced under the Equipment Loan in the second twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is two (2) years after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007; and

(d) all principal amounts advanced under the Equipment Loan in the third twelve (12) month period of the Equipment Loan shall be payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name:
Title: President

Exhibit C

Certain Provisions of Loan Agreement
relating to Interest Rates

As to Revolving Note A:

Commencing October 18, 2006, the outstanding principal balance of each Advance under the Revolving Loan A shall bear interest at a rate per annum equal to the Prime Rate plus one and three quarters of one percent (1.75%). Mortgagor shall pay interest on the Revolving Loan A, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Revolving Loan A Indebtedness at any time without premium or penalty.

Commencing October 18, 2006, Mortgagor shall pay to Mortgagee, for all Letters of Credit issued by Mortgagee, a fee equal to three and three quarters of one percent (3.75%) per annum of the aggregate face amount of such Letters of Credit, plus all normal and customary charges associated with the issuance thereof, which fees and charges shall be deemed fully earned upon issuance of each Letter of Credit, shall be due and payable on the first Business Day of each month and shall not be subject to rebate or proration.

As to Term Note:

Commencing October 18, 2006, the outstanding principal balance of the Term Loan shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). Mortgagor shall pay interest on the outstanding principal balance of the Term Loan, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Term Loan at any time without premium or penalty.

As to Equipment Loan Note:

Commencing October 18, 2006, the outstanding principal balance of all outstanding Equipment Loans shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). Mortgagor shall pay interest on the outstanding principal balance of the Equipment Loans, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Equipment Loans at any time without premium or penalty.

For purposes of all of the above:

"Prime Rate" means the variable per annum rate of interest so designated from time to time by Bank of America, N.A. (as successor to Fleet National Bank) as its "prime rate"; the Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer; interest based upon the Prime Rate shall be calculated daily as to the outstanding principal balance on the basis of a 360 day year counting the actual number of days elapsed and shall change on the effective date of each change in the Prime Rate, without notice or demand of any kind.

Received for Record at Ansonia, CT
On 10/24/2006 At 12:38:13 pm

OPEN-END MORTGAGE DEED, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

by

ANSONIA COPPER & BRASS, INC.,
a Delaware corporation,
as Mortgagor

to

BANK OF AMERICA, N.A.,
a national banking association,
as Mortgagee

This document serves as a Fixture Filing under the Connecticut Uniform Commercial Code.

OPEN-END MORTGAGE DEED,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing is made as of the ___ day of December, 2006, by ANSONIA COPPER & BRASS, INC., a Delaware corporation (herein referred to as "Mortgagor"), whose address is 75 Liberty Street, Ansonia, Connecticut 06401, to BANK OF AMERICA, N.A., a national banking association ("Mortgagee"), whose address is 100 Federal Street, Boston, MA 02110.

Recitals

Mortgagor has requested that the Mortgagee consent to the incurrence by Mortgagor of certain indebtedness and to the grant by Mortgagor of liens on certain assets of the Mortgagor, which indebtedness and liens are prohibited under the existing credit arrangements between Mortgagee and Mortgagor. As a condition to consenting to such indebtedness and liens, Mortgagee has required that Mortgagor execute and deliver to Mortgagee this Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

Grants and Agreements

Now, therefore, in consideration of the amendment by the Mortgagee of its existing credit arrangements with Mortgagor and for other good and valuable consideration, Mortgagor agrees as follows:

Article I
Definitions.

As used in this Mortgage, the terms defined in the Preamble hereto shall have the respective meanings specified therein, and the following additional terms shall have the meanings specified:

"Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Mortgagor, which are now or hereafter attached to or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land.

"Accounts" means all accounts of Mortgagor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon.

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

"Condemnation" means any taking of title to, use of, or any other interest in the Property under the exercise of the power of condemnation or eminent domain, whether temporarily or permanently, by any Governmental Authority or by any other Person acting under or for the benefit of a Governmental Authority.

"Condemnation Awards" means any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

"Contract of Sale" means any contract for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

"Default" means an event or circumstance which, with the giving of Notice or lapse of time, or both, would constitute an Event of Default under the provisions of this Mortgage.

"Design and Construction Documents" means, collectively, (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (d) all amendments of or supplements to any of the foregoing.

"Dispute" means any controversy, claim or dispute between or among the parties to this Mortgage, including any such controversy, claim or dispute arising out of or relating to (a) this Mortgage, (b) any other Loan Document, (c) any related agreements or instruments, or (d) the transaction contemplated herein or therein (including any claim based on or arising from an alleged personal injury or business tort).

"Encumbrance" means any Lien, easement, right of way, roadway (public or private), condominium regime, cooperative housing regime, condition, covenant or restriction, Lease or other matter of any nature that would affect title to the Property.

"Equipment Loan Note" means the Equipment Loan Note dated as of October 1, 2004 in the original principal amount of $1,000,000 made by Mortgagor payable to the order of FCC and assigned by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, a copy of which is attached hereto as Exhibit B-3 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"Event of Default" means an event or circumstance specified in Article VI and the continuance of such event or circumstance beyond the applicable grace and/or cure periods therefor, if any, set forth in Article VI.

"Expenses" means all fees, charges, costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by Mortgagee in making, funding, administering or modifying any Loan, in negotiating or entering into any "workout" of any Loan, or in exercising or enforcing any rights, powers and remedies provided in this Mortgage or any of the other Loan Documents, including attorneys' fees, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Property.

"FCC" means Fleet Capital Corporation.

"FPM" means Fleet Precious Metals Inc.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

"Improvements" means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, together with any on-site improvements and off-site improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land.

"Insurance Proceeds" means the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

"Land" means the real property described in Exhibit A attached hereto and made a part hereof.

"Laws" means all federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

"Leases" means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

"Letter of Credit" means any letter of credit issued by Mortgagee for the account of Mortgagor, together with any and all extensions, renewals or modifications thereof, substitutions therefor or replacements thereof.

"Lien" means any mortgage, deed of trust, pledge, security interest, assignment, judgment, lien or charge of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

"Loan Agreement" means the Loan and Consignment Agreement dated as of October 1, 2004 among Mortgagor, FPM and FCC, assigned by FPM and by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, as amended by Amendment No. 1 thereto dated as of May 31, 2006, Amendment No. 2 thereto dated as of July 14, 2006, Amendment No. 3 thereto dated as of August 14, 2006 and Amendment No. 4 thereto dated as of October 18, 2006 and as the same may from time to time be further extended, amended, restated or otherwise modified.

"Loan Documents" means this Mortgage, the Notes, the Loan Agreement, any Swap Contract, any application or reimbursement agreement executed in connection with any Letter of Credit, and any and all other documents which Mortgagor or any other party or parties have executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Obligations, or any part thereof, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Loans" means the loans from Mortgagee to Mortgagor, the repayment obligations in connection with which are evidenced by the Notes.

"Mortgage" means this Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

"Notes" means, collectively, (i) Revolving Note A (ii) the Term Note, and (iii) the Equipment Loan Note, in each case, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

"Notice" means a notice, request, consent, demand or other communication given in accordance with the provisions of Section 8.8 of this Mortgage.

"Obligations" means all present and future debts, advances, obligations and liabilities (sole, joint or several, contingent or absolute), now existing or hereafter arising, of Mortgagor to Mortgagee arising pursuant to, and/or on account of, the provisions of this Mortgage, the Loan Agreement, any Note or any of the other Loan Documents, and including, without limitation, the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Notes; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under this Mortgage or any of the other Loan Documents, together with interest thereon as herein or therein provided; (c) to pay and perform all obligations of Mortgagor under any Swap Contract; (d) to perform, observe and comply with all of the other terms, covenants and conditions, expressed or implied, which Mortgagor is required to perform, observe or comply with pursuant to this Mortgage or any of the other Loan Documents; and (e) to pay and perform all future advances and other obligations that Mortgagor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee.

"Permitted Encumbrances" means (a) any matters set forth in any policy of title insurance issued to Mortgagee and insuring Mortgagee's interest in the Property which are acceptable to Mortgagee as of the date such title insurance policy is issued, (b) the Liens and interests of this Mortgage, and (c) any other Encumbrances expressly permitted by Section 14.9 of the Loan Agreement.

"Person" means an individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any Governmental Authority or any other entity.

"Personalty" means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Mortgagor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Mortgage, and Mortgagee shall have no responsibility for the performance of Mortgagor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, letter-of-credit rights, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, deposits or escrows for taxes, insurance or other matters, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Mortgagor's rights and interests under all Swap Contracts, including all rights to the payment of money from Mortgagee under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Mortgagor with respect to the Property or Mortgagor's operation thereof; and (g) all money, instruments, chattel paper, and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Mortgagor with Mortgagee related to the Property, including any such deposit account from which Mortgagor may from time to time authorize Mortgagee to debit and/or credit payments due with respect to the Loans; together with all Additions to and Proceeds of all of the foregoing.

"Prime Rate" means, on any day, the rate of interest per annum then most recently established by Mortgagee as its "prime rate", it being understood and agreed that such rate is set by Mortgagee as a general reference rate of interest, taking into account such factors as Mortgagee may deem appropriate, that it is not necessarily the lowest or best rate actually charged to any customer or a favored rate, that it

may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Mortgagee may make various business or other loans at rates of interest having no relationship to such rate. If Mortgagee (including any subsequent holder of the Notes) ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Proceeds," when used with respect to any of the Property, means all proceeds of such Property, including all Insurance Proceeds and all other proceeds within the meaning of that term as defined in the Uniform Commercial Code of the State.

"Property" means the Real Property and the Personalty and all other rights, interests and benefits of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Real Property and/or the Personalty and all other property and rights used or useful in connection therewith, including all Leases, all Rents, all Condemnation Awards, all Proceeds, and all of Mortgagor's right, title and interest in and to all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments.

"Property Assessments" means all Taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium and owner's association assessments and charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any Liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof, or upon any Leases or any Rents, whether levied directly or indirectly or as excise taxes, as income taxes, or otherwise.

"Real Property" means the Land and Improvements, together with (a) all estates, title, interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Mortgagor and belonging or appertaining to the Land or Improvements; (b) all Claims whatsoever of Mortgagor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy; (c) all estate, right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to the Land or Improvements; and (d) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all Additions to and Proceeds of the foregoing.

"Refinancing Commitment" means any commitment from or other agreement with any Person providing for the financing of the Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loans.

"Rents" means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

"Revolving Note A" means the Second Amended and Restated Revolving Loan Note dated as of October 18, 2006 in the face principal amount of $23,750,000 made by Mortgagor payable to the order of Mortgagee, a copy of which is attached hereto as Exhibit B-1 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"State" means the State of Connecticut.

"Swap Contract" means any agreement, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, interest cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option, currency option or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing, and, unless the context otherwise clearly requires, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any other master agreement, entered into between Mortgagee (or any of its affiliates) and Mortgagor (and/or any of its affiliates) in connection with any Loan, together with any related schedules and confirmations, as amended, supplemented, superseded or replaced from time to time, relating to or governing any or all of the foregoing.

"Taxes" means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Mortgagor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

"Term Note" means the Term Promissory Note dated as of October 1, 2004 in the original principal amount of $1,000,000 made by Mortgagor payable to the order of FCC and assigned by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, a copy of which is attached hereto as Exhibit B-2 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"Transfer" means any direct or indirect sale, assignment, conveyance or transfer, including any Contract of Sale and any other contract or agreement to sell, assign, convey or transfer, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration.

Any defined term used in the plural preceded by the definite article shall be taken to encompass all members of the relevant class. Any defined term used in the singular preceded by "any" shall be taken to indicate any number of the members of the relevant class.

Article II
Granting Clauses; Condition of Grant.

Section 2.1 Conveyances and Security Interests.

In order to secure the prompt payment and performance of the Obligations, Mortgagor (a) grants, bargains, sells, conveys, transfers and assigns the Real Property unto Mortgagee, WITH MORTGAGE COVENANTS, all estate, right, title and interest of Mortgagor in and to the Real Property, whether now owned or held or hereafter acquired by Mortgagor, to have and hold the Real Property unto Mortgagee, its successors and assigns forever; and to hold the Real Property unto Mortgagee in fee simple forever; provided that Mortgagor may retain possession of the Real Property until the occurrence of an Event of Default; (b) grants to Mortgagee a security interest in the Personalty; (c) assigns to Mortgagee, and grants to Mortgagee a security interest in, all Condemnation Awards and all Insurance Proceeds; and (d) assigns to Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's right, title and interest in, but not any of Mortgagor's obligations or liabilities under, all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments. All Persons who may have or acquire an interest in all or any part of the Property will be deemed to have notice of, and will be bound by, the terms of the Obligations and each other agreement or instrument made or entered into in connection with each of the Obligations. Such terms include any provisions in the Notes, the Loan Agreement or any Swap Contract which provide that the interest rate on one or more of the Obligations may vary from time to time. The definition of "Obligations" includes future advances. This Mortgage is an Open-End Mortgage and if any further advances are made to the Mortgagor by the Mortgagee, such advances, with interest thereon at the

rates set forth in the Notes and in this Mortgage, shall be secured by this Mortgage with the same priority as if advanced on the date this Mortgage is recorded; provided that the total unpaid balance so secured at one time shall not exceed the sum of (i) $25,750,000, plus (ii) interest thereon, plus (iii) any disbursements made in accordance with the terms hereof for the payment of taxes, levies or insurance on the Property, plus (iv) any amounts paid by Mortgagee pursuant to Section 4.7 hereof, plus (v) all costs and expenses incurred by Mortgagee in enforcing its rights and remedies under this Mortgage, plus (vi) interest on the disbursements described in clauses (iii), (iv) and (v) preceding, which interest shall be calculated at the rate set forth in Section 4.7.

Section 2.2 Absolute Assignment of Leases and Rents.

In consideration of amending Mortgagee's existing credit arrangements with Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor absolutely and unconditionally assigns the Leases and Rents to Mortgagee. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Mortgagor to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. So long as no Event of Default shall exist, however, and so long as Mortgagor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default or a default by Mortgagor under the Leases) to collect, but not prior to accrual, all Rents. Mortgagor agrees to collect and hold all Rents in trust for Mortgagee and to use the Rents for the payment of the cost of operating and maintaining the Property and for the payment of the other Obligations before using the Rents for any other purpose.

Section 2.3 Security Agreement, Fixture Filing and Financing Statement.

This Mortgage creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Mortgage constitutes a security agreement from Mortgagor to Mortgagee under the Uniform Commercial Code of the State. In addition to all of its other rights under this Mortgage and otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each city or town where any part of the Property (including such fixtures) is situated. This Mortgage shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Mortgagor and Mortgagee are set forth in the opening paragraph of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or any other financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section. Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Mortgagee to establish or maintain the validity, perfection and priority of the security interests granted in this Mortgage.

Section 2.4 Release of Mortgage and Termination of Assignments and Financing Statements.

If and when Mortgagor has paid and performed all of the Obligations, no Loans are outstanding, all Letters of Credit and Swap Contracts have terminated, the Loan Agreement has terminated and no further advances are available to be made under the Loan Agreement, Mortgagee will provide a discharge of the Property and a release of the lien of this Mortgage and termination statements for filed financing statements, if any, to Mortgagor. Mortgagor shall be responsible for the recordation of such release and the payment of any recording and filing costs. Upon the recording of such release and the filing of such

termination statements, the absolute assignments set forth in Section 2.2 shall automatically terminate and become null and void.

Article III
Representations and Warranties.

Mortgagor makes the following representations and warranties to Mortgagee:

Section 3.1 Title to Real Property.

Mortgagor (a) owns fee simple title to the Real Property, (b) owns all of the beneficial and equitable interest in and to the Real Property, and (c) is lawfully seized and possessed of the Real Property. Mortgagor has the right and authority to mortgage and convey the Real Property and does hereby mortgage and convey the Real Property to Mortgagee. The Real Property is subject to no Encumbrances other than the Permitted Encumbrances.

Section 3.2 Title to Other Property.

Mortgagor has good title to the Personalty, and the Personalty is not subject to any Encumbrance other than the Permitted Encumbrances. None of the Leases, Rents, Design and Construction Documents, Contracts of Sale or Refinancing Commitments are subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.3 Property Assessments.

The Real Property is assessed for purposes of Property Assessments as a separate and distinct parcel from any other property, such that the Real Property shall never become subject to the Lien of any Property Assessments levied or assessed against any property other than the Real Property.

Section 3.4 Independence of the Real Property.

No buildings or other improvements on property not covered by this Mortgage rely on the Real Property or any interest therein to fulfill any requirement of any Governmental Authority for the existence of such property, building or improvements; and none of the Real Property relies, or will rely, on any property not covered by this Mortgage or any interest therein to fulfill any requirement of any Governmental Authority. The Real Property has been properly subdivided from all other property in accordance with the requirements of any applicable Governmental Authorities.

Section 3.5 Existing Improvements.

The existing Improvements, if any, were constructed, and are being used and maintained, in accordance with all applicable Laws, including zoning Laws.

Section 3.6 Leases and Tenants.

The Leases (if any) are valid and are in full force and effect, and Mortgagor is not in default under any of the terms thereof. Mortgagor has not accepted any Rents in advance of the time the same became due under the Leases and has not forgiven, compromised or discounted any of the Rents. Mortgagor has title to and the right to assign the Leases and Rents to Mortgagee, and no other assignment of the Leases or Rents has been granted which remains in effect. To the best of Mortgagor's knowledge and belief, no tenant or tenants occupying, individually or in the aggregate, more than five percent (5%) of the net rentable area of the Improvements are in default under their Lease(s) or are the subject of any bankruptcy, insolvency or similar proceeding.

Article IV
Affirmative Covenants.

Section 4.1 Obligations.

Mortgagor agrees to promptly pay and perform all of the Obligations, time being of the essence in each case.

Section 4.2 Property Assessments; Documentary Taxes.

Mortgagor (a) will promptly pay in full and discharge all Property Assessments, and (b) will furnish to Mortgagee, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property Assessments shall be considered delinquent as of the first day any interest or penalty commences to accrue thereon. Mortgagor will promptly pay all stamp, documentary, recordation, transfer and intangible taxes and all other taxes that may from time to time be required to be paid with respect to the Loans, the Notes, this Mortgage or any of the other Loan Documents. Mortgagor shall pay in a timely manner all of the costs and expenses of operation, maintenance and upkeep of the Property, including all charges for electricity, water, gas, sewer rents and charges, telephone, heat, air conditioning, if any, and all other utility services used or consumed in or upon the Property; provided that Mortgagor shall not be required to pay any such cost, expense or charge which is being contested in good faith and by proper proceedings, as to which no Lien has been asserted and as to which Mortgagor shall have set aside adequate reserves. Upon request of Mortgagee, Mortgagor will exhibit to Mortgagee receipts for the payment of all items specified in this Section on or prior to the date when payment of same shall be required hereunder.

Section 4.3 Permitted Contests.

Mortgagor shall not be required to pay any of the Property Assessments, or to comply with any Law, so long as Mortgagor shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) Mortgagee is not subjected to any Claim as a result of such contest, and (d) Mortgagor provides assurances satisfactory to Mortgagee (including the establishment of an appropriate reserve account with Mortgagee) of its ability to pay such Property Assessments or comply with such Law in the event Mortgagor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and Mortgagor shall indemnify and save Mortgagee harmless against all Claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, Mortgagor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.

Section 4.4 Compliance with Laws.

Mortgagor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation.

Section 4.5 Maintenance and Repair of the Property.

Mortgagor, at Mortgagor's sole expense, will (a) keep and maintain the Improvements and Accessories in good condition, working order and repair, and (b) make all necessary or appropriate repairs and Additions to the Improvements and Accessories, so that each part of the Improvements and all of the Accessories shall at all times be in good condition and fit and proper for the respective purposes for which they were originally intended, erected, or installed.

Section 4.6 Insurance.

Mortgagor will keep the Improvements and the Accessories insured for the benefit of Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, vandalism, malicious mischief and all extended coverage and special extended coverage perils, all in amounts approved by Mortgagee not less than 100% of full replacement value of the Improvements and Accessories, with agreed amount endorsement, and, when and to the extent required by Mortgagee, against any other risk typically insured against by Persons operating like properties in the locality of the Property, the insurance requirements contained in this Section being in addition to and not in exclusion of any other insurance requirements contained in the Loan Agreement or elsewhere. Mortgagor shall also obtain and maintain boiler and machinery coverage (direct damage and use and occupancy) on a replacement cost basis where deemed advisable by Mortgagee. At the request of Mortgagee, Mortgagor shall also obtain insurance with respect to loss from flood and earthquake. In addition, Mortgagor shall obtain and maintain public liability insurance protecting Mortgagor and the Property against liability for injuries to persons in the minimum amount of $1,000,000 per person and $3,000,000 for each occurrence in the aggregate. During any construction, Mortgagor will also carry or cause to be carried builders' risk-all risk insurance satisfactory to Mortgagee. All insurance herein provided for shall be in such form and written by such companies as may be reasonably approved by Mortgagee. All policies of insurance which insure against any loss or damage to any of the Property shall provide for loss to be payable to Mortgagee pursuant to the standard mortgagee clause. A certificate of each policy of insurance shall be furnished to Mortgagee. All policies of insurance shall contain a provision forbidding cancellation of such insurance either by the carrier or by the insured until at least 10 days after written notice of the proposed cancellation is given by registered mail, return receipt requested, to Mortgagee; and whenever any insurance is to expire for any reason, Mortgagor will deliver to Mortgagee, at least 10 days prior to such expiration, a renewal or replacement policy or certificate thereof, complying with all of the conditions of this Section. If Mortgagor defaults in so insuring any of the Property or in so delivering the policies, Mortgagee may, at its option, effect such insurance and pay the premiums therefor, and Mortgagor will reimburse Mortgagee on demand for any premiums so paid, with interest from the time of payment by Mortgagee, all as provided in Section 4.7 below, and the same shall be secured by this Mortgage. In the event of damage to or destruction of all or any part of the Property, Mortgagor shall proceed reasonably promptly to repair, restore and replace the Property to substantially its condition immediately prior to such event or to a condition of at least equivalent value (and in any event to such condition and within such time period as shall be required in order to avoid any default under any Leases, agreements or other restrictions affecting any of the Property), regardless of whether or not the proceeds of any or all policies of insurance covering such damage or destruction shall be available or sufficient to pay the cost thereof.

Following any damage to or destruction of any of the Property, the parties shall cooperate in order to recover any applicable proceeds of insurance under this Section 4.6, with Mortgagor to have primary responsibility to recover the proceeds. Such proceeds shall be paid to Mortgagee, except that if the aggregate proceeds (including any proceeds with respect to Accessories) are $50,000 or less, such proceeds shall be paid to the Mortgagor for use by the Mortgagor (to the extent needed) to repair the Property. From such proceeds, if any, as are actually received by Mortgagee, Mortgagee shall provide for the payment or reimbursement of its reasonable expenses of obtaining the recovery as reasonably determined by Mortgagee. Mortgagee shall then give notice to Mortgagor of such expenses and of the amount of the remaining proceeds actually held by Mortgagee (the "Net Proceeds"). If Mortgagor desires to use any or all of the Net Proceeds for repair, restoration or replacement of the Property, Mortgagor shall request same from Mortgagee within 20 days after receipt of the aforesaid notice of the amount of the Net Proceeds. Provided that all of the below-described Readvancement Conditions shall have been satisfied as at the time of each release of all or any portion of the Net Proceeds, Mortgagee, subject to the other requirements described below, will permit the use of the Net Proceeds, to the extent required, for such repair, restoration and replacement. As used herein, the term "Readvancement Conditions" means each of the following: (1) no Event of Default, nor any event or circumstance which with the passage of

time or giving of notice or both could become an Event of Default, shall have occurred and be then continuing, and (2) the Net Proceeds, in the reasonable opinion of Mortgagee, shall be sufficient for the purpose of the required repair, restoration and replacement (or, if insufficient, Mortgagor shall have deposited with Mortgagee, for application as provided in this Section, additional funds in the amount of such insufficiency). Any disbursement of such Net Proceeds and such additional funds, if any, will be made subject to the reasonable requirements of Mortgagee, including, without limitation, requirements as to certification by an architect, approval of plans, obtaining waivers of liens, and the receipt of requisitions, title endorsements, affidavits and opinions in form and substance satisfactory to Mortgagee. If, for any reason, the Property (or any of same) is not promptly so repaired, restored and replaced (or if there shall be any of such Net Proceeds or additional funds remaining after such repair, restoration and replacement have been fully completed), the Net Proceeds and additional funds, if any (or the balance thereof so remaining) are to be applied against payment of the debt and obligations secured hereby. If any of the Readvancement Conditions shall not have been satisfied at any time when any Net Proceeds remain in the control of Mortgagee, Mortgagee shall apply the Net Proceeds and additional funds, if any, within its control to the outstanding debt and obligations secured hereby. Mortgagor hereby grants to Mortgagee full power and authority, as attorney-in-fact irrevocable of Mortgagor, to act after the occurrence and during the continuance of an Event of Default in order to cancel or transfer the insurance described in this Section, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium or proceeds and to apply the same to the debt secured hereby. Upon the occurrence of an Event of Default and exercise by Mortgagee of any of its rights or remedies hereunder, each such insurance policy, including the right to unearned premiums, shall become property of Mortgagee.

Section 4.7 Option to Cure.

In the event of any default in the performance of any of the covenants or agreements of Mortgagor herein, whether or not an Event of Default shall have occurred, Mortgagee may, at the option of Mortgagee, perform the same, and Mortgagee may also take all such actions as it deems desirable to prevent or cure any situation or circumstance which might, with the passage of time or giving of notice or both, become an Event of Default. The costs of any and all performance and actions taken under this Section 4.7 shall be paid by Mortgagor to Mortgagee on demand, with interest at a rate per annum equal to 6% plus the Prime Rate, as from time to time in effect, such interest to accrue from the date such cost is incurred by Mortgagee through the date of payment by Mortgagor, and all such costs and such interest shall be secured by this Mortgage.

Section 4.8 Change in Law, etc.

In the event of the passage after the date of this Mortgage of any law of the State deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or any of the obligations secured hereby, Mortgagee shall have the right to declare an Event of Default to exist under this Mortgage as of a date to be specified by not less than 90 days' written notice to be given to Mortgagor by Mortgagee; provided, however, that such declaration shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Property, and such agreement shall constitute a modification of this Mortgage. If at any time any law or court decree prohibits the performance of any obligation undertaken in this Mortgage by Mortgagor, Mortgagee shall have the right, upon not less than 90 days' prior written notice to Mortgagor, to declare an Event of Default to exist under this Mortgage.

Section 4.9 Eminent Domain.

Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation,

Mortgagor shall continue to pay interest on the entire principal sum secured until the award or payment for any such taking, injury or decrease in value shall have been actually received by Mortgagee and applied to the debt secured hereby and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. In the event of any such taking, injury or decrease in value, the parties shall cooperate as in Section 4.6 in order to recover any applicable proceeds. Such proceeds shall be paid to Mortgagee. Mortgagee shall make appropriate deductions from such proceeds, if any, as are actually received by it as in the case of insurance proceeds and shall give notice to Mortgagor of such deductions and of the amount of the net proceeds remaining and actually held by Mortgagee (the "Eminent Domain Net Proceeds"). Following any such taking, injury or decrease in value, Mortgagor shall proceed reasonably promptly to repair, restore and replace the Property to as nearly as possible its condition immediately prior to such event or to a condition of at least equivalent value (and in any event to such condition and within such time period as shall be required in order to avoid any default under any Leases, agreements or other restrictions affecting the Property), regardless of whether or not the Eminent Domain Net Proceeds resulting from such taking, injury or decrease in value shall be available or sufficient to pay the cost thereof.

If Mortgagor desires to use any or all of the Eminent Domain Net Proceeds for repair, restoration or replacement of the Property, Mortgagor shall request same from Mortgagee within 20 days after receipt of the aforesaid notice of the amount of the Eminent Domain Net Proceeds. Provided that all of the Readvancement Conditions (as defined in Section 4.6) shall have been satisfied as at the time of each release of all or any portion of the Eminent Domain Net Proceeds, Mortgagee, subject to the other requirements described below, will permit the use of the Eminent Domain Net Proceeds to the extent required for such repair, restoration and/or replacement. Any disbursement of such Eminent Domain Net Proceeds and additional funds, if any, deposited with Mortgagee will be made subject to the reasonable requirements of Mortgagee, including, without limitation, requirements as to certification by an architect, approval of plans, obtaining waivers of liens, and the receipt of requisitions, title endorsements, affidavits and opinions in form and substance satisfactory to Mortgagee. If, for any reason, the Property (or any of same) is not promptly so repaired, restored and replaced (or if there shall be any of such Eminent Domain Net Proceeds or additional funds remaining after such repair, restoration and replacement have been fully completed), the Eminent Domain Net Proceeds and additional funds, if any (or the balance thereof so remaining) are to be applied against payment of the debt and obligations secured hereby. If any of the Readvancement Conditions shall not have been satisfied at any time when any Eminent Domain Net Proceeds remain in the control of Mortgagee, Mortgagee shall apply the Eminent Domain Net Proceeds and additional funds, if any, within its control to the outstanding debt and obligations secured hereby. If, prior to the receipt by Mortgagee of any award or payment as hereinabove in this Section provided, the Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon at a rate equal to 6% plus the Prime Rate, as from time to time in effect, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

Section 4.10 Inspection.

Mortgagee and any Person authorized by Mortgagee shall have the right to enter the Property at all reasonable times to inspect same and/or to exercise Mortgagee's rights under this Mortgage.

Section 4.11 Additions to Security.

All right, title and interest of Mortgagor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Accessories hereafter acquired shall, without any further mortgage, conveyance, assignment or other act by Mortgagor, become subject to the Lien of this

Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clauses hereof. Mortgagor agrees, however, to execute and deliver to Mortgagee such further documents as may be required by the terms of the Loan Agreement and/or any of the other Loan Documents.

Section 4.12 Subrogation.

To the extent permitted by Law, Mortgagee shall be subrogated, notwithstanding its release of record, to any Lien now or hereafter existing on the Property to the extent that such Lien is paid or discharged by Mortgagee whether or not from the proceeds of the Loans. This Section shall not be deemed or construed, however, to obligate Mortgagee to pay or discharge any Lien.

Section 4.13 Leases.

(a) Except as expressly permitted in the Loan Agreement, Mortgagor shall not enter into any Lease with respect to all or any portion of the Property without the prior written consent of Mortgagee.

(b) Mortgagee shall not be obligated to perform or discharge any obligation of Mortgagor under any Lease. The assignment of Leases provided for in this Mortgage in no manner places on Mortgagee any responsibility for (i) the control, care, management or repair of the Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Property, or (iv) any dangerous or defective condition on the Property (whether known or unknown).

(c) No approval of any Lease by Mortgagee shall be for any purpose other than to protect Mortgagee's security and to preserve Mortgagee's rights under the Loan Documents, and no such approval shall result in a waiver of a Default or Event of Default.

Section 4.14 Statutory Condition

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that there be no breach of or default under any of the terms, provisions, covenants and agreements of any of the Loan Documents or any other instruments or agreements to secure the indebtedness secured hereby and that all such terms, provisions and agreements be duly and fully kept and performed.

Article V
Negative Covenants.

Section 5.1 Encumbrances.

Mortgagor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after the filing of any mechanic's lien or other Lien or Encumbrance against the Property, Mortgagor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Mortgagee's security has been protected by the filing of a bond or otherwise in a manner satisfactory to Mortgagee in its sole and absolute discretion, Mortgagor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Mortgagor does so diligently and without prejudice to Mortgagee or delay in completing construction of the Improvements. Mortgagor shall give Mortgagee Notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property.

Mortgagor will not Transfer all or any part of the Property or any legal or beneficial interest therein (except as expressly permitted by Section 14.11 of the Loan Agreement and except for certain Transfers of the Accessories expressly permitted in this Mortgage). Any direct or indirect change in the majority ownership or control of Mortgagor (whether in one or more transactions during the term of the Loans) shall be deemed to be a prohibited Transfer of the Property.

Section 5.3 Removal, Demolition or Alteration of Accessories and Improvements.

Except to the extent permitted by the following sentence, no material Improvements or Accessories shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor may remove and dispose of, free from the Lien of this Mortgage, such Accessories as from time to time become worn out or obsolete, provided that, either (a) at the time of, or prior to, such removal, any such Accessories are replaced with other Accessories which are free from Liens other than Permitted Encumbrances and have a value at least equal to that of the replaced Accessories (and by such removal and replacement Mortgagor shall be deemed to have subjected such Accessories to the Lien of this Mortgage), or (b) so long as a prepayment may be made without the imposition of any premium pursuant to the relevant Note or Notes, such Accessories are sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to Mortgagee to be applied to the prepayment of the principal of the Loans.

Section 5.4 Additional Improvements.

Mortgagor will not construct any material Improvements other than those presently on the Land without the prior written consent of Mortgagee. Mortgagor will complete and pay for, within a reasonable time, any Improvements which Mortgagor is permitted to construct on the Land. Mortgagor will construct and erect any permitted Improvements (a) strictly in accordance with all applicable Laws and any private restrictive covenants, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, and (d) wholly within any building restriction and setback lines applicable to the Land.

Section 5.5 Restrictive Covenants, Zoning, etc.

Without the prior written consent of Mortgagee, Mortgagor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Property. Mortgagor (a) will promptly perform and observe, and cause to be performed and observed, all of the terms and conditions of all agreements affecting the Property, and (b) will do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Article VI
Events of Default.

The occurrence or happening, from time to time, of any one or more of the following shall constitute an Event of Default under this Mortgage:

Section 6.1 Payment Obligations.

Mortgagor fails to pay any of the Obligations when due, whether on the scheduled due date or upon acceleration, maturity or otherwise.

Section 6.2 Transfers.

Mortgagor Transfers all or any part of the Property or any legal or beneficial interest therein (except as expressly permitted by Section 14.11 of the Loan Agreement and except for Transfers of the Accessories expressly permitted under this Mortgage). Any direct or indirect change in the majority ownership or control of Mortgagor (whether in one or more transactions during the term of the Loans) shall be deemed to be a prohibited Transfer of the Property constituting an Event of Default.

Section 6.3 Insurance; Taxes; Compliance with Laws.

Mortgagor fails to perform or observe any obligations or agreement contained in Section 4.2 (first sentence only, and subject to contest pursuant to Section 4.3), in Section 4.4 (subject to contest pursuant to Section 4.3) or in Section 4.6.

Section 6.4 Other Obligations.

Mortgagor fails to promptly perform or comply with any of the Obligations set forth in this Mortgage (other than those expressly described in other Sections of this Article VI), and such failure continues uncured for a period of thirty (30) days after Notice from Mortgagee to Mortgagor, unless (a) such failure, by its nature, is not capable of being cured within such period, and (b) within such period, Mortgagor commences to cure such failure and thereafter diligently prosecutes the cure thereof, (c) pending such cure, no material property and interests of Mortgagor are lost or jeopardized, and (d) Mortgagor causes such failure to be cured no later than ninety (90) days after the date of such Notice from Mortgagee.

Section 6.5 Event of Default Under Other Loan Documents.

An Event of Default (as defined therein) occurs under any Note and/or the Loan Agreement, or Mortgagor fails to promptly pay, perform, observe or comply with any obligation or agreement contained in any of the other Loan Documents (within any applicable grace or cure period).

Section 6.6 Change in Zoning or Public Restriction.

Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Loan Documents, is no longer permitted under such zoning ordinance or regulation or public restriction, as changed (by right or as a valid non-conforming use or otherwise).

Section 6.7 Default Under Leases.

Mortgagor fails duly to perform its obligations under any Lease, and such failure is not cured within the grace period, if any, provided in the Lease.

Section 6.8 Default Under Other Lien Documents.

A default occurs under any other mortgage or security agreement covering the Property, including any Permitted Encumbrances.

Section 6.9 Execution; Attachment.

Any execution or attachment is levied against any of the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Section 6.10 Change in Law; Environmental Issues.

Mortgagee shall have declared an Event of Default to exist under Section 4.8 or Section 8.1 of this Mortgage.

Article VII
Rights and Remedies.

Upon the happening of any Event of Default, Mortgagee shall have the right, in addition to any other rights or remedies available to Mortgagee under any of the Loan Documents, applicable Law, or equity to exercise any one or more of the following rights, powers or remedies:

Section 7.1 Acceleration.

Mortgagee may accelerate all Obligations under the Loan Documents whereupon such Obligations shall become immediately due and payable, and Mortgagee may also terminate any Swap Contract and such Swap Contracts shall immediately terminate, all of the foregoing without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby expressly waived by Mortgagor).

Section 7.2 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(i) Mortgagee may demand that Mortgagor surrender the actual possession of the Property and upon such demand, Mortgagor shall forthwith surrender same to Mortgagee and, to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(ii) If Mortgagor shall for any reason fail to surrender or deliver the Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or order conferring on Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession to Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents.

(iii) Mortgagee may from time to time: (A) continue and complete construction of, hold, store, use, operate, manage and control the Property and conduct the business thereof; (B) make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional Personalty; (C) insure or keep the Property insured; (D) exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same; and (E) enter into agreements with others (including, without limitation, new Leases or amendments, extensions, or cancellations to existing Leases) all as Mortgagee from time to time may determine in its sole discretion. Mortgagor hereby constitutes and irrevocably appoints Mortgagee its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers said attorney or attorneys in the name of Mortgagor, but at the option of said attorney-in-fact, to do any and all acts and execute any and all agreements that Mortgagee may deem necessary or proper to implement and perform any and all of the foregoing.

Section 7.3 Collection of Rents.

Upon the occurrence of an Event of Default, the license granted to Mortgagor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Mortgagor. Mortgagee may, but shall not be obligated to perform any or all obligations of the landlord under any or all of the Leases, and Mortgagee may, but shall not be obligated to, exercise and enforce any or all of Mortgagor's rights under the Leases. Without limitation to the generality of the foregoing, Mortgagee may notify the tenants under the Leases that all Rents are to be paid to Mortgagee, and following such notice all Rents shall be paid directly to Mortgagee and not to Mortgagor or any other Person other than as directed by Mortgagee, it being understood that a demand by Mortgagee on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Mortgagee without the necessity of further consent by Mortgagor. Mortgagor hereby irrevocably authorizes and directs the tenants under the Lease to pay all Rents to Mortgagee instead of to Mortgagor, upon receipt of written notice from Mortgagee, without the necessity of any inquiry of Mortgagor and without the necessity of determining the existence or non-existence of an Event of Default. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Mortgagor's name or in Mortgagee's name: (a) to endorse all checks and other instruments received in payment of

Rents and to deposit the same in any account selected by Mortgagee; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Mortgagee may deem necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied first to pay all Expenses and next in reduction of the other Obligations. Mortgagor shall pay, on demand, to Mortgagee, the amount of any deficiency between (i) the Rents received by Mortgagee, and (ii) all Expenses incurred together with interest thereon as provided in the Loan Agreement and the other Loan Documents.

Section 7.4 Foreclosure.

Mortgagee may institute a foreclosure action in accordance with the laws of Connecticut, or take any other action as may be allowed, at law or in equity, for the enforcement of the Loan Documents and realization on the Property or any other security afforded by the Loan Documents. In the case of a judicial proceeding, Mortgagee may proceed to final judgment and execution for the amount of the obligations secured hereby owed as of the date of the judgment, together with all costs of suit, reasonable attorneys' fees and interest on the judgment at the maximum rate permitted by law from the date of the judgment until paid. If Mortgagee is the purchaser at the foreclosure sale of the Property, the foreclosure sale price shall be applied against the total amount due Mortgagee. Mortgagee may, if and to the extent and in the manner permitted by law, itself, or by such agents and attorneys as it may appoint, with or without entry or taking possession, sell the Property as an entirety or in such separate lots or parcels as Mortgagee may determine, at public or private sale and, except as otherwise provided by law, at such place or places (whether or not at the Property), at such time or times, upon such terms (including credit, whether secured or unsecured) and upon such notice (by publication or otherwise), if any, as Mortgagee in its discretion may determine. Mortgagee is irrevocably appointed the agent and attorney-in-fact of Mortgagor in its name and stead and on its behalf, for the purposes of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as Mortgagee may consider necessary or appropriate, and to substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that Mortgagee, or such substitute or substitutes, shall lawfully do by virtue hereof. In addition, if so requested by Mortgagee or by any purchaser, Mortgagor shall ratify and confirm any such sale by executing and delivering to Mortgagee or to such purchaser or purchasers all such proper deeds, conveyances, assignments, instruments of transfer and releases as may be designated in any such request. Acceptance by Mortgagee of any payment in an amount less than the amount then due on the debt secured hereby shall be deemed an acceptance on account only and the failure to pay the entire amount then due shall be and continue to be an Event of Default; at any time thereafter and until the entire amount then due on said debt has been paid, Mortgagee shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of an Event of Default. In the event that Mortgagee elects to have the Property sold in parcels, such sales may be held from time to time and the power of sale shall not be exhausted until all of the Property shall have been sold.

Section 7.5 Receiver.

Mortgagee may apply to any court of competent jurisdiction to have a receiver appointed to enter upon and take possession of the Property, collect the Rents therefrom and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the State. To the extent permitted by law, the right of the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Mortgagor. The expenses, including receiver's fees, attorneys' fees, costs and agent's commission incurred pursuant to the powers herein contained, together with interest thereon at the highest default rate under any Note, shall be secured hereby and shall be due and payable by Mortgagor immediately without notice or

demand. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash or deposits at the time held by, payable, or deliverable under the terms of this Mortgage to the Mortgagee, and the Mortgagee shall have the right to offset the unpaid Obligations against any such cash or deposits in such order as Mortgagee may elect.

Section 7.6 Uniform Commercial Code.

Mortgagee may exercise any or all of its rights and remedies under the Uniform Commercial Code as adopted by the State as in effect from time to time, (or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable law) or other applicable law as well as all other rights and remedies possessed by Mortgagee, all of which shall be cumulative. Mortgagee is hereby authorized and empowered to enter the Property or other place where the Personalty may be located without legal process, and to take possession of the Personalty without notice or demand, which hereby are waived to the maximum extent permitted by the laws of the State. Upon demand by Mortgagee, Mortgagor shall make the Personalty available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. Any notification required by the Uniform Commercial Code shall be deemed reasonably and properly given if sent in accordance with the Notice provisions of this Mortgage at least ten (10) days before any sale or other disposition of the Personalty. Mortgagee may choose to dispose of some or all of the property, in any combination consisting of both Personalty and Real Property, in one or more public or private sales to be held in accordance with the Law and procedures applicable to real property, as permitted by Article 9 of the Uniform Commercial Code. Mortgagor agrees that such a sale of Personalty together with Real Property constitutes a commercially reasonable sale of the Personalty.

Section 7.7 Application of Proceeds

Unless otherwise provided by applicable Law, all proceeds from the sale of the Property or any part thereof pursuant to the rights and remedies set forth in this Article VII and any other proceeds received by Mortgagee from the exercise of any of its other rights and remedies hereunder or under the other Loan Documents shall be applied first to pay all Expenses and next in reduction of the other Obligations, in such manner and order as Mortgagee may elect.

Section 7.8 Remedies Cumulative and Concurrent.

No right, power or remedy of Mortgagee as provided in any Note, this Mortgage, the Loan Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy of Mortgagee, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to Mortgagee now or hereafter existing at law or in equity and may be pursued separately, successively or together against Mortgagor, or any endorser, co-maker, surety or guarantor of the Obligations, or the Property or any part thereof, or any one or more of them, at the sole discretion of Mortgagee. The failure of Mortgagee to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

Section 7.9 Waiver, Delay or Omission.

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of Mortgagee to exercise any right, power or remedy shall be construed to waive any such Event of Default or to constitute acquiescence therein.

Section 7.10 Credit of Mortgagee.

To the maximum extent permitted by the laws of the State, upon any sale made under or by virtue of this Article, Mortgagee may bid for and acquire the Property, or any part thereof, and in lieu of paying

cash therefor may apply to the purchase price, any portion of or all of the unpaid Obligations in such order as Mortgagee may elect.

Section 7.11 Sale.

Any sale or sales made under or by virtue of this Article shall operate to divest all the estate, right, title, interest, claim and demand whatsoever at law or in equity, of the Mortgagor and all Persons, except tenants pursuant to Leases approved by Mortgagee, claiming by, through or under Mortgagor in and to the properties and rights so sold, whether sold to Mortgagee or to others.

Section 7.12 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of the Property by any Governmental Authority, or other judicial proceedings affecting the Mortgagor, any endorser, co-maker, surety, or guarantor of the Obligations, or any of their respective properties, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire unpaid Obligations at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

Section 7.13 Waiver of Redemption, Notice, Marshalling, Etc.

Mortgagor hereby waives and releases, for itself and anyone claiming through, by, or under it, to the maximum extent permitted by the laws of the State:

(i) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment,

(ii) unless specifically required herein, all notices of default, or Mortgagee's actual exercise of any option or remedy under the Loan Documents, or otherwise, and

(iii) any right to have the Property marshalled.

Section 7.14 Discontinuance of Proceedings.

If Mortgagee shall have proceeded to enforce any right under any Loan Document and such proceedings shall have been discontinued or abandoned for any reason, then except as may be provided in any written agreement between Mortgagor and Mortgagee providing for the discontinuance or abandonment of such proceedings, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been instituted.

Section 7.15 Mortgagee's Actions.

Mortgagee may, at any time without notice to any Person and without consideration, do or refrain from doing any or all of the following actions, and neither the Mortgagor, any endorser, co-maker, surety or guarantor of the Obligations, nor any other Person (hereinafter in this Section collectively referred to as the "Obligor") now or hereafter liable for the payment and performance of the Obligations shall be relieved from the payment and performance thereof, unless specifically released in writing by Mortgagee: (a) renew, extend or modify the terms of any Note, this Mortgage, the Loan Agreement and the other Loan Documents, or any of them; (b) forbear or extend the time for the payment or performance of any or all of the Obligations; (c) apply payments by any Obligor to the reduction of the unpaid Obligations in such manner, in such amounts, and at such times and in such order and priority as Mortgagee may see fit; (d) release any Obligor; (e) substitute or release in whole or in part the Property or any other collateral or any portion thereof now or hereafter held as security for the Obligations without affecting, disturbing or

impairing in any manner whatsoever the validity and priority of the lien of this Mortgage upon the Property which is not released or substituted, or the validity and priority of any security interest of the Mortgagee in such other collateral which is not released or substituted; (f) subordinate the lien of this Mortgage or the lien of any other security interest in any other collateral now or hereafter held as security for the Obligations; (g) join in the execution of a plat or replat of the Land (provided, however, notwithstanding the foregoing, Mortgagee will join in such plat or replat of the Land so long as such plat or replat is acceptable to Mortgagee); (h) join in and consent to the filing of a declaration of condominium or declaration of restrictive covenants regarding all or any part of the Land; (i) consent to the granting of any easement on the Land; and (j) generally deal with any obligor or any other party as Mortgagee may see fit.

Section 7.16 Setoff.

Mortgagor hereby grants to Mortgagee a lien, security interest and a right of setoff as security for all liabilities and obligations of Mortgagor to Mortgagee, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Mortgagee or any entity under the control of Mortgagee, or in transit to any of them. At any time after the occurrence of and during the continuance of an Event of Default, without demand or notice, Mortgagee may set off the same or any part thereof and apply the same to any liability or obligation of Mortgagor, even though unmatured and regardless of the adequacy of any other collateral securing the Notes. ANY AND ALL RIGHTS TO REQUIRE MORTGAGEE TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL THAT SECURES THE NOTES, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF MORTGAGOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

Section 7.17 Other Remedies.

Mortgagee shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Mortgagor provided under the Loan Documents or by applicable Laws.

Article VIII
Hazardous Materials

Section 8.1 Hazardous Materials.

As used herein, the following terms shall have the following respective meanings:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613.

"Environmental Event" means (i) the generation, storage, disposal, removal, transportation or treatment of any Hazardous Substances on any of the Property (or on any real property adjoining or in the vicinity of the Property, if through soil or groundwater migration, such Hazardous Substances could have come to be located at the Property) or on any other property owned, occupied or operated by Mortgagor or any subsidiary of Mortgagor; (ii) the receipt by Mortgagor or any subsidiary of Mortgagor of any notice or claim of any violation of any Environmental Law or of any action based upon nuisance, negligence or other tort theory alleging liability on the basis of improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances on any of the Property or on any other affected property; or (iii) the presence or release or threat of release of any Hazardous Substances at or upon any of the Property or at other property of Mortgagor or any subsidiary of Mortgagor that has resulted in contamination or deterioration of any portion of the Property or other affected property resulting in a level of contamination greater than the levels permitted or established by any governmental

agency having jurisdiction over Mortgagor or any subsidiary of Mortgagor, any of the Property or any such other property.

"Environmental Laws" means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or the release or threat of release of any materials into the environment, including, without limitation, Connecticut General Statutes, Title 22a, CERCLA and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-6987.

"Hazardous Substances" includes "hazardous waste", "pollution" and "contamination" as described or defined in Connecticut General Statutes, Title 22a, "hazardous substances" and "hazardous waste" as defined in CERCLA or in any Environmental Laws, as well as asbestos and materials containing asbestos.

Mortgagor covenants to comply strictly with (and to cause each tenant or occupant of any of the Property to comply strictly with) the requirements of all Environmental Laws and to notify Mortgagee promptly of the occurrence of any Environmental Event in violation of applicable law. Mortgagor hereby covenants to protect, indemnify and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee under or on account of any Environmental Laws and relating to the Property or any portion thereof, including, without limitation, the filing of a lien or claim for recovery of costs against the Property or Mortgagor by or in favor of any Governmental Authority; but excluding any loss, liability, damage or expense resulting from a release of Hazardous Substances which (i) occurs after foreclosure of this Mortgage or following and during the continuance of entry by Mortgagee as a mortgagee-in-possession and (ii) does not result in any manner from actions taken or circumstances existing on the Property prior to such foreclosure or entry.

In the event that Mortgagor or any tenant of Mortgagor or other occupant of any of the Property shall fail to comply strictly with the requirements of any Environmental Laws and, in the reasonable opinion of Mortgagee, the effect of such failure (singly or together with all other then existing failures to comply with any Environmental Laws) could have a material adverse effect on the use, salability or value of the Property and such failure continues uncured for 30 days after notice thereof from Mortgagee to Mortgagor, Mortgagee may declare an Event of Default to exist under this Mortgage and shall have the rights and remedies provided in this Mortgage and/or in the Loan Agreement consequent upon an Event of Default. Mortgagee, at its election and in its sole discretion, may (but is not obligated to) cure any failure on the part of Mortgagor or any such tenant to comply with any of the Environmental Laws and, without limitation, may take any of the following actions:

(a) arrange for the prevention and/or clean-up of any Hazardous Substances in or on the Property, and pay for such prevention and/or clean-up costs and associated costs;

(b) pay, on behalf of Mortgagor, any fines or penalties imposed on Mortgagor by any governmental agency or authority (federal, state or local) in connection with such failure to comply with any of the Environmental Laws; and

(c) make any other payment or perform any other act which will prevent or discharge a lien or claim by or in favor of any federal, state or local governmental agency or authority from attaching to or being asserted against the Property.

Mortgagee will give Mortgagor not less than 10 days' prior written notice before acting under any of clauses (a)-(c) above, except that Mortgagee may act after such shorter notice period as is reasonably practicable or upon no notice at all in the case of emergency (as reasonably determined by Mortgagee), including, without limitation, imminent risk of damage to, or forfeiture of, the Property or any material portion thereof or imminent threat of harm to any person in, on or in the vicinity of the Property. Any partial exercise by Mortgagee of the remedies herein set forth, or any partial undertaking on the part of

Mortgagee to cure Mortgagor's failure to comply with any of the Environmental Laws, shall not obligate Mortgagee to complete the actions taken or require Mortgagee to expend further sums to cure Mortgagor's noncompliance; neither shall the exercise of any such remedies operate to place upon Mortgagee any responsibility for the operation, control, care, management or repair of the Property or make Mortgagee the "operator" of the Property within the meaning of any Environmental Laws or a so-called lender in possession. Any amount paid or costs incurred by Mortgagee as a result of the exercise by Mortgagee of any of the rights hereinabove set forth shall be paid by Mortgagor to Mortgagee on demand, together with interest thereon at the rate set forth in Section 4.7, such interest to accrue from the date such amount was paid or cost incurred through the date of payment by Mortgagor. All such amounts and costs and the interest thereon, until paid, shall be added to and become a part of the obligations secured hereby; and Mortgagee, by making any such payment or incurring any such costs, shall be subrogated to any rights of Mortgagor to seek reimbursement from any third parties, including, without limitation, a predecessor-in-interest to Mortgagor's title who may be a "responsible party" under any Environmental Laws in connection with any Environmental Event.

The provisions of this Section 8.1 shall survive payment of the Loans and payment of the obligations described in the Loan Documents and the discharge of this Mortgage.

Article IX
Miscellaneous.

Section 9.1 Rights, Powers and Remedies Cumulative.

Each right, power and remedy of Mortgagee as provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Mortgagee of any or all such other rights, powers or remedies.

Section 9.2 No Waiver by Mortgagee.

No course of dealing or conduct by or among Mortgagee and Mortgagor shall be effective to amend, modify or change any provisions of this Mortgage or the other Loan Documents. No failure or delay by Mortgagee to insist upon the strict performance of any term, covenant or agreement of this Mortgage or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Mortgagee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, Mortgagee shall not be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee, or (c) Mortgagee's extending the time of payment or modifying the terms of this Mortgage or any of the other Loan Documents without first having obtained the consent of Mortgagor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, Mortgagee may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations and may extend the time of payment or otherwise modify the terms of this Mortgage or any of the other Loan Documents without in any way impairing or affecting the Lien of this Mortgage or the priority of this Mortgage over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease

regardless of whether or not such Lease is subordinate to this Mortgage. Mortgagee may resort to the security or collateral described in this Mortgage or any of the other Loan Documents in such order and manner as Mortgagee may elect in its sole discretion.

Section 9.3 Waivers and Agreements Regarding Remedies.

Mortgagee shall not be required to marshal any present or future security for, or guarantees of, Mortgagor's obligations or to resort to any such security or guarantee in any particular order and Mortgagor waives, to the fullest extent that it lawfully can, (i) any right it might have to require Mortgagee to pursue any particular remedy before proceeding against it and (ii) any right to the benefit of, or to direct the application of, the proceeds of any collateral until such obligations are paid in full. Without limitation of the foregoing, to the full extent that Mortgagor may lawfully do so, Mortgagor hereby:

(a) agrees that if an Event of Default shall occur hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, seek or claim to take advantage of any appraisement, valuation, stay, extension, redemption, moratorium or marshalling laws now or hereafter in force in the locality where the property subject to the lien of this Mortgage may be situated, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property, or the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and for itself and its successors and assigns hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws;

(b) waives all rights to a marshalling of the assets of Mortgagor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Property without any prior or different resort for collection, or the right of Mortgagee to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever,

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a Claim which could be tried in an action for money damages, such Claim may be brought in a separate action which shall not thereafter be consolidated with the foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the provisions of any Laws pertaining to the rights and remedies of sureties.

Section 9.4 Successors and Assigns.

All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the Land and shall apply to and bind the successors and assigns of Mortgagor (including any permitted subsequent owner of the Property), and inure to the benefit of Mortgagee, its successors and assigns.

Section 9.5 No Warranty by Mortgagee.

By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Mortgagor or to be given to Mortgagee pursuant to this Mortgage or any of the other Loan Documents, Mortgagee shall not be deemed to have warranted or represented the condition,

sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Mortgagee.

Section 9.6 Amendments.

This Mortgage may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 9.7 Severability.

In the event any one or more of the provisions of this Mortgage or any of the other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, or in the event any one or more of the provisions of the Loan Documents operates or would prospectively operate to invalidate this Mortgage or any of the other Loan Documents, then and in either of those events, at the option of Mortgagee, such provision or provisions only shall be deemed null and void and shall not affect the validity of the remaining Obligations, and the remaining provisions of the Loan Documents shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Section 9.8 Notices.

All Notices required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service or by certified United States mail, postage prepaid, addressed to the party to whom directed at the applicable address specified in the Preamble to this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by facsimile. Any Notice shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt; provided that service of a Notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Mortgage or in any other Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 9.9 Joint and Several Liability.

If Mortgagor consists of two (2) or more Persons, the term "Mortgagor" shall also refer to all Persons signing this Mortgage as Mortgagor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. Mortgagee may release, compromise, modify or settle with any of Mortgagor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of Mortgagor hereunder or under any Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of Mortgagor.

Section 9.10 Rules of Construction.

The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Mortgage in its entirety. The terms "agree" and "agreements" mean and include "covenant" and "covenants". The words "include" and "including" shall be interpreted as if followed by the words "without limitation". The headings of this Mortgage are for convenience of reference only and shall not be considered a part hereof and are not in any way intended to define, limit or enlarge the terms hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Loan Documents are to the same as extended, amended, restated, supplemented or otherwise modified from time to time unless expressly

indicated otherwise, (d) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (e) to Articles or Sections are to the respective Articles or Sections contained in this Mortgage unless expressly indicated otherwise. Any term used or defined in the Uniform Commercial Code of the State, as in effect from time to time, which is not defined in this Mortgage shall have the meaning ascribed to that term in the Uniform Commercial Code of the State. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term shall have the meaning specified in Article 9.

Section 9.11 Governing Law.

This Mortgage shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State.

Section 9.12 Time of Essence.

It is specifically agreed that time is of the essence as to all matters provided for in this Mortgage.

Section 9.13 Survival of Warranties and Covenants.

The warranties, representations, covenants and agreements set forth in this Mortgage shall survive the making of the Loans and the execution and delivery of the Notes, and shall continue in full force and effect until all of the Obligations shall have been paid and performed in full.

Section 9.14 *[Intentionally Omitted.]*

Section 9.15 Forum.

Mortgagor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the State specified in the governing law section of this Mortgage and to the jurisdiction of any state court or any United States federal court sitting in the state in which any of the Property is located, over any Dispute. Mortgagor hereby irrevocably waives, to the fullest extent permitted by Law, any objection that Mortgagor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Mortgagor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the state specified in the governing law section of this Mortgage may be made by certified or registered mail, return receipt requested, directed to Mortgagor at its address for notice set forth in this Mortgage, or at a subsequent address of which Mortgagee received actual notice from Mortgagor in accordance with the notice section of this Mortgage, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Mortgagee to serve process in any manner permitted by Law or limit the right of Mortgagee to bring proceedings against Mortgagor in any other court or jurisdiction.

Section 9.16 **WAIVER OF JURY TRIAL.**

MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY MUTUALLY WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, ANY NOTE OR ANY OTHER LOAN DOCUMENTS OR OUR OF ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE MORTGAGEE TO ENTER INTO THIS MORTGAGE AND TO AMEND THE LOAN DOCUMENTS AS CONTEMPLATED HEREIN.

Section 9.17 COMMERCIAL TRANSACTIONS; PREJUDGMENT REMEDIES.

MORTGAGOR AND EACH MAKER, GUARANTOR AND ENDORSER OF ANY NOTE WHICH IS SECURED BY THIS MORTGAGE ACKNOWLEDGE THAT THE LOANS EVIDENCED BY THE NOTES AND SECURED BY THIS MORTGAGE ARE COMMERCIAL TRANSACTIONS AND THAT MORTGAGOR IS ENGAGED EXCLUSIVELY IN COMMERCIAL PURSUITS AND THAT THE PROCEEDS OF THE NOTES ARE TO BE UTILIZED IN THE BUSINESS ACTIVITIES OF MORTGAGOR AND WILL NOT BE UTILIZED FOR CONSUMER PURPOSES; AND THEY AND EACH OF THEM HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZE MORTGAGEE'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

Section 9.18 Entire Agreement.

The Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the Loans, and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Loan Documents. In particular, and without limitation, the terms of any commitment by Mortgagee to make the Loans are merged into the Loan Documents. Except as incorporated in writing into the Loan Documents, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

[Signature page follows.]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed, as an instrument under seal, as of the day and year first written above.

Signed and delivered in the presence of:

Anthony Parillo
Print Name: Anthony Parillo Jr.

Earl F. McMahon
Print Name: Earl F. McMahon

MORTGAGOR:

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: Raymond L. McGee
Title: President/CEO

STATE OF CONNECTICUT)
) ss. West Haven
County of New Haven)

The foregoing instrument was acknowledged before me this 11th day of December, 2006, by Raymond L. McGee, who acknowledged himself/herself to be the President of Ansonia Copper & Brass, Inc., a Delaware corporation, and that as such President of Ansonia Copper & Brass, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by himself/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand.

Earl F. McMahon
Commissioner of the Superior Court
~~Notary Public~~
~~My Commission Expires:~~

Exhibit A

Legal Description

All that certain piece or parcel of land located in the City of Waterbury, County of New Haven and State of Connecticut, as shown on a map entitled, "Subdivision of Property of Ansonia Copper & -Brass, Inc. Parcels 1, 2 & 3 Washington Ave. Waterbury, CT Scale 1" = 50' February, 1980 last revised October 23, 1986", filed in the Office of the Town Clerk of the City of Waterbury in Map Drawer XVIII at Page 66, more particularly bounded and described as follows:

Commencing at a point in the northerly street line of Washington Avenue and in the easterly line of property now or formerly of Consolidated Rail Corp., said point being the southwesterly corner of property herein described and point and place of beginning.

Thence from said point and place of beginning in a northerly direction along the easterly line of property now or formerly of Consolidated Rail Corp. N 07° 58' 11" W a distance of 345.44 feet to a point; thence following a curve to the right having a central angle of 08° 40' 28" a radius of 2869.25 feet and an arc length of 434.40 feet to a point;

Thence N 07° 49' 49" E a distance of 14.97 feet to a point;
Thence N 03° 43' 56" W a distance of 41.05 feet to a point;
Thence N 86° 11' 14" E a distance of 8.40 feet to a point;
Thence N 07° 49' 49" E a distance of 9.62 feet to a point;
Thence N 00° 42' 39" E a distance of 33.08 feet to a point in the southerly channel encroachment line of the Naugatuck River.

Thence in an easterly direction following the southerly and westerly channel encroachment line of the Naugatuck River S 75° 57' 08" E a distance of 32.08 feet to a point;
Thence S 72° 22' 56 " E a distance of 310.26 feet to a point;
Thence S 05° 20' 24" E a distance of 23.26 feet to a point;
Thence S 48° 32' 46" E a distance of 65.43 feet to a point;
Thence S 20° 35' 15" E a distance of 41.13 feet to a point;
Thence S 11° 57' 54" E a distance of 36.36 feet to a point;
Thence S 06° 24' 51" W a distance of 44.74 feet to a point;
Thence S 00° 29' 04" W a distance of 217.79 feet to a point;
Thence N 88° 49' 14" W a distance of 61.63 feet to a point;
Thence S 01° 10' 45" W a distance of 160.00 feet to a point;
Thence S 36° 45' 12" W a distance of 83.42 feet to a point;
Thence S 00° 55' 25" W a distance of 150.00 feet to a point in the northerly street line of Washington Avenue.

Thence in a westerly direction along the northerly street line of Washington Ave. N 88° 24' 48" W a distance of 211.15 feet to a point in the easterly line of property now or formerly of Consolidated Rail Corp., said point being the point and place of beginning.

Together with all the right, title and interest in and to property lying between the southerly and westerly channel encroachment line of the Naugatuck River and the center line of said river.

Together with rights, if any, to cross to and from the property and Bank Street, over land now or formerly of Consolidated Rail Corp. in the area of the current crossing, which crossing lies south of the northerly line of the property.

Together with certain reservations as more particularly described in a certain deed from Ansonia Copper & Brass, Inc. to Helmuth W. Schultze dated May 9, 1986 and recorded May 12, 1986 in Volume 1886, Page 5 of the Waterbury Land Records, and in a certain deed from Ansonia Copper & Brass, Inc. to John G. Devino, Sr. and John G. Devino, Jr. dated December 30, 1986 and recorded December 31, 1986 in Volume 2008, Page 323 of said Land Records.

Exhibit B

[See Attached Copy of Each Note.]

Exhibit B-1

SECOND AMENDED AND RESTATED REVOLVING LOAN NOTE

$23,750,000.00

Original Date: October 1, 2004
Previously Amended and Restated: July 19, 2006
Further Amended and Restated: October 18, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on December 31, 2006.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan A Note** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Fleet Precious Metals Inc., dated October 1, 2004 (as amended from time to time, the "**Loan Agreement**"), and is entitled to all of the benefits and security of the Loan Agreement. All of the terms, covenants and conditions of the Loan Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Amended and Restated Revolving Loan Note dated July 19, 2006 in the face principal amount of $9,750,000 issued by the Borrower in favor of the Lender, which Amended and Restated Revolving Loan Note previously amended and restated and was previously issued in substitution for and replacement of that certain original Revolving Loan Note dated October 1, 2004 in the face principal amount of $8,000,000 issued by the Borrower in favor of Fleet Capital Corporation.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate as more specifically provided in the Loan Agreement. The interest due shall be computed in the manner provided in the Loan Agreement.

Except as otherwise expressly provided in the Loan Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

The Borrower may terminate the Loan Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: RAYMOND McGEE
Title: PRESIDENT

Exhibit B-2

TERM PROMISSORY NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000),** together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Term Promissory Note (the **"Note"**) is the Term Note referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Term Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred, the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) Principal shall be due and payable in thirty-five (35) equal consecutive installments of principal in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) commencing on the first Business Day of November, 2004 and continuing on the first Business Day of each month thereafter until the first Business Day of September, 2007; and

(c) The entire remaining principal amount then outstanding, together with any and all other amounts due hereunder, shall be due and payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this

Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

P114519.6

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name:
Title: PRESIDENT

Exhibit B-3

EQUIPMENT LOAN NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000),** together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Equipment Loan Note (the **"Note"**) is one of the Equipment Loan Notes referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of an Equipment Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) all principal amounts advanced under the Equipment Loan in the first twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is one (1) year after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007;

(c) all principal amounts advanced under the Equipment Loan in the second twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is two (2) years after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007; and

(d) all principal amounts advanced under the Equipment Loan in the third twelve (12) month period of the Equipment Loan shall be payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

P114519.6

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name:
Title: President

Exhibit C

Certain Provisions of Loan Agreement
relating to Interest Rates

As to Revolving Note A:

Commencing October 18, 2006, the outstanding principal balance of each Advance under the Revolving Loan A shall bear interest at a rate per annum equal to the Prime Rate plus one and three quarters of one percent (1.75%). Mortgagor shall pay interest on the Revolving Loan A, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Revolving Loan A Indebtedness at any time without premium or penalty.

Commencing October 18, 2006, Mortgagor shall pay to Mortgagee, for all Letters of Credit issued by Mortgagee, a fee equal to three and three quarters of one percent (3.75%) per annum of the aggregate face amount of such Letters of Credit, plus all normal and customary charges associated with the issuance thereof, which fees and charges shall be deemed fully earned upon issuance of each Letter of Credit, shall be due and payable on the first Business Day of each month and shall not be subject to rebate or proration.

As to Term Note:

Commencing October 18, 2006, the outstanding principal balance of the Term Loan shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). Mortgagor shall pay interest on the outstanding principal balance of the Term Loan, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Term Loan at any time without premium or penalty.

As to Equipment Loan Note:

Commencing October 18, 2006, the outstanding principal balance of all outstanding Equipment Loans shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). Mortgagor shall pay interest on the outstanding principal balance of the Equipment Loans, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Equipment Loans at any time without premium or penalty.

Received For Record
Dec 12,2006 11:15A
Antoinette C. Spinelli
Town Clerk
Waterbury, CT

For purposes of all of the above:

"Prime Rate" means the variable per annum rate of interest so designated from time to time by Bank of America, N.A. (as successor to Fleet National Bank) as its "prime rate"; the Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer; interest based upon the Prime Rate shall be calculated daily as to the outstanding principal balance on the basis of a 360 day year counting the actual number of days elapsed and shall change on the effective date of each change in the Prime Rate, without notice or demand of any kind.

LOAN POLICY OF TITLE INSURANCE

Issued by **Lawyers Title Insurance Corporation**

POLICY NUMBER

G47-2981880

LandAmerica Lawyers Title

Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
   (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
   (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest: Secretary

LAWYERS TITLE INSURANCE CORPORATION — SEAL — 1925 — RICHMOND, VA

By: President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

LAWYERS TITLE INSURANCE CORPORATION

LOAN POLICY
SCHEDULE A

CASE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	POLICY NUMBER
CR015844HR	October 24, 2006 at 12:38 p.m.	$2,000,000	G47-2981880

1. Name of Insured:

   Bank of America, N.A.

2. The estate or interest in the land which is encumbered by the insured mortgage is:

   Fee Simple

3. Title to the estate or interest in the land is vested in:

   Ansonia Copper & Brass, Inc.

   The insured mortgage and assignments thereof, if any, are described as follows:

   Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Ansonia Copper & Brass, Inc. to Bank of America, N.A. in the original principal amount of $25,750,000 from Ansonia Copper & Brass, Inc. to Bank of America, N.A. dated as of October 18, 2006 and recorded in the Ansonia Land Records on October 24, 2006 at 12:38 p.m. in Volume 451 at Page 290.

4. The land referred to in this policy is described as follows:

   75 Liberty Street and 7 Riverside Drive, Ansonia, Connecticut

   See Schedule A – Description attached hereto and made a part hereof.

Earl F McMahon

COUNTERSIGNATURE AUTHORIZED OFFICER OR AGENT
Earl F. McMahon

Hartford, Connecticut
Issued at (Location)

SCHEDULE A - DESCRIPTION

Parcel One:

Commencing at a point in the westerly line of North Main Street at the northeasterly corner of land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence along said westerly line of North Main Street and along the westerly line of Liberty Street, each in part, the following courses and distances: North 25°-16'-13" West, twenty-eight and ninety-five hundredths (28.95) feet; North 30°-43'-13" West, seven hundred (700.00) feet; North 05°-17'-58" West, four hundred thirty-nine and eighty-eight hundredths (439.88) feet to the southerly line of Third Street; thence South 85°-22'-46" West, two hundred twenty-nine and thirty-five hundredths (229.35) feet; thence North 31°-20'-03" West, one hundred sixty-nine and thirty-one hundredths (169.31) feet; North 35°-09'-04" West, three hundred forty-five and eleven hundredths (345.11) feet to the southerly line of Fourth Street and westerly line of North Fourth Street; thence along said westerly line of North Fourth Street by the following courses and distances: North 39°-54'-04" West, two hundred eighty-nine (289.00) feet; North 42°-08'-19" West, seventy-one and eighty hundredths (71.80) feet; North 31°-18'-04" West, two hundred one and forty-two hundredths (201.42) feet to other land of Atlantic Richfield Company; thence along said other land of Atlantic Richfield Company South 66°-19'-30" West, one hundred fifteen and twelve hundredths (115.12) feet to the easterly line of Penn. Central Railroad (Metro North); thence along said easterly line of Penn. Central Railroad (Metro North) by the following courses and distances: South 23°-40'-30" East, two hundred forty and forty-three hundredths (240.43) feet; South 66°-25'-23" West, ten (10.00) feet; South 23°-34'-37" East, two hundred forty and seventy-five hundredths (240.75) feet to the beginning of a curve having a radius of 5629.73 feet; thence along the arc of said curve having a radius of 5629.73 feet, six hundred nine and forty-seven hundredths (609.47) feet; South 29°-46'-47" East, one hundred three and forty-five hundredths (103.45) feet; south 31°-04'-47" East, sixty-six and twelve hundredths (66.12) feet; South 29°-46'-47" East, five hundred seventy-eight and fifty hundredths (578 .50) feet; North 60°-13'-13" East, three and four hundredths (3.04) feet; South 27°-36'-47" East, four hundred seventy-four and forty-five hundredths (474.45) feet to land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence North 60°-12'-18" East, along said land now or formerly of Farrel-Connecticut Division an Emhart Unit, three hundred sixty-five and twenty-five hundredths (365.25) feet to said westerly line of North Main Street and point of commencement.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" = 80', Sept. 26, 1985", prepared by Clarke and Pearson Associates, Inc.

Parcel Two:

Commencing at a point at the terminus of the westerly line of River Road, also known as River Street and Riverside Drive, at the northeasterly corner of land now or formerly of Teledyne; thence along the terminus of River Road and land now or formerly of Farrel Connecticut Division an Emhart Unit by the following courses and distances: North 62°-54'-16" East, one hundred ninety (190.00) feet; South 17°-09'-42" East, one hundred eighty-five and nineteen

hundredths (185.19) feet; North 72°-50'-18" East, eighty-three and twelve hundredths (83.12) feet; North 60°-19'-11" East, one hundred fifty-five (155.00) feet; South 53°-28'-26" East, two hundred ninety-six and seventy-two hundredths (296.72) feet to the westerly line of Penn Central Railroad (Metro North); thence along the said westerly line of the said Penn. Central Railroad (Metro North) by the following courses and distances: North 61°-56'-27" East, twenty-nine and eighty-eight hundredths (29.88) feet; North 27°-42'-47" West, six hundred seventy-one and eighty-three hundredths (671.83) feet; North 19°-31'-27" West, two .hundred sixty-two and seventy-six hundredths (262.76) feet; North 29°-56'-17" West, five hundred thirty-eight and eighty-six hundredths (538.86) feet to the beginning of a curve having a radius of 5747.87 feet; thence northwesterly along the arc of said curve having a radius of 5747.87 feet three hundred seventy-seven and twenty-five hundredths (377.25) feet; North 29°-02'-04" West, one hundred five and eighty-four hundredths (105.84) feet to the beginning of a curve having a radius of 5754.40 feet; thence northwesterly along the arc of said curve having a radius of 5754.40 feet one hundred thirty-nine and sixty hundredths (139.60) feet; North.23°-34'-37" West along land now or formerly of Penn Central Railroad (Metro North), six hundred eight and fifty hundredths (608.50) feet; thence South 60°-13'-13" West, along land now or formerly of Penn Central Railroad (Metro North) one hundred twenty-eight and fifty-eight hundredths (128.58) feet; thence South 65°-34'-45" West along other land of Atlantic Richfield Company, eight hundred and thirty-eight hundredths (800.38) feet; thence South 23°-48'-52" East, one thousand nine hundred eighty-seven and ninety-eight hundredths (1987.98) feet to other land now or formerly of U.I. Co.; thence along said land now or formerly of U. I. Co. by the following courses and distances: North 66°-08'-04" East, thirty-six and fifty-six hundredths (36.56) feet; South 23°-51'-56" East, two hundred ninety (290.00) feet to said land now or formerly of Teledyne; thence North 62°-54'-16" East, four hundred twenty-eight and sixty-nine hundredths (428.69) feet to the said terminus of the westerly line of River Road and point of commencement.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" = 80', September, 26, 1985".

Together with the rights and benefits, subject to the obligations, if any, as contained in the following instruments:

1. Crossing rights, The New York, New Haven and Hartford Railroad to The Ansonia Brass and Copper Company, dated July 9, 1902, recorded in Volume 16, Page 550 of the Ansonia Land Records.

2. Pipe line rights, The Farrel Foundry and Machine Company to The Ansonia Brass and Copper Company, dated June 4, 1906, recorded in Volume 23, Page 113 of the Ansonia Land Records.

3. Right to have a tail race and right of entry as reserved in deed from The Ansonia Land and Water Power Company to Farrell Foundry and Machine Company dated September 25, 1869, recorded in Volume 48, Page 160 of the Ansonia Land Records.

4. Right of entry, flowage and freedom from obstruction-as reserved in deeds from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company, dated August 21, 1871 and January, 1873, recorded in Volume 48, Page 393 and Volume 48, Page 582, respectively, of the Ansonia Land Records. See also Modifications and Partial Releases dated May 24, 1906, recorded in Volume 21, Page 408 of the Ansonia Land Records; dated March 18, 1907, recorded in Volume 23, Page 102 of the Ansonia Land Records; and dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

5. Tail race and water gauge as reserved in deed from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company dated April 24, 1882, recorded in Volume 61, Page 231 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

6. Right of Entry, The Farrel Foundry and Machine Company to Ansonia Land and Water Company dated May 3, 1882, recorded .in Volume 61, Page 247 of the Derby Land Records.

7. Reservations for free flow, of water as reserved in deed from Ansonia Land and Water Company to The Clemons Foundry and Machine Company dated May 17, 1882, recorded in Volume 61, Page 239 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

8. Option to repurchase as in deed from The Ansonia Land and Water Power Company to The Farrel Foundry & Machine Company dated December 22, 1905, recorded in Volume 21, Page 215 of the Ansonia Land Records. See, however, partial release of that option, The American Brass Company to Farrel-3irmingham Company dated March 14, 1938, recorded in Volume 63, Page 308 of the Ansonia Land Records.

9. Reservations as to passageways, etc., The American Brass Company to The New York, New Haven and Hartford Railroad Company dated July 7, 1921, recorded in Volume 41, Page 547 of the Ansonia Land Records.

10. Grade crossing agreement by and between The New York, New Haven and Hartford Railroad Company and The American Brass Company dated November 14, 1955, recorded in Volume 88, Pace 116 of the Ansonia Land Records. See also, Supplemental Indenture of the same parties dated November 5, 1957, recorded in Volume 96, Page 8 of the Ansonia Land Records.

11. Rights and reversion as contained in a certain quit claim deed from The American Brass Company to the City of Ansonia dated September 30, 1960, recorded in Volume 108, Page 222 of the Ansonia Land Records.

12. A certain deed from Atlantic Richfield Company to American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 298 of the Ansonia Land Records.

13. Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records and also recorded 12/6/85 in the Seymour Land Records.

Parcel 3

All that certain piece or parcel of land located in the Town of Ansonia, County of New Haven, State of Connecticut, more particularly bounded and described as follows:

Commencing at a point in the northerly line of land now or formerly of United Illuminating Co. and the southeast corner of the within described parcel; thence S 65° 54' W 233.44 feet to a point; thence along land now or formerly of William Sloane and along land now or formerly of J. E. Remer, N 32° 00' W 80 feet, more or less; thence along land now or formerly of C. H. Pine N 32° 00' W 110 feet, more or less, and 102 feet, more or less; thence along land now or formerly of W. A. Barnes, along land now or formerly of D. K. Leach and along land now or formerly of G. Peck N 32° 00' W 315 feet, more or less, to a point; thence along land now or formerly of G. Peck 105 feet, more or less, to a point; thence along land now or formerly of P. I. Baldwin and land now or formerly of William Shea N 16° W 30 feet, more or less, and N 8° 30' E 113.52 feet to a point; thence along land now or formerly of J. Shea S 69° 15' E 44.22 feet to a point; thence along land now or formerly of J. Shea and land now or formerly of J. E. Shay N 5° 30' E 178.20 feet to a point; thence along land now or formerly of J. Vartellas and land now or formerly of H. Mudry N 10° W, 20 feet, more or less, and N 16° 27' 40" W 175.06 feet to a point; thence along land now or formerly of Girard L. and Donald F. Clemons the following courses and distances, N 30° 10' 45" W 926.66 feet; N 10° 10' 00" W 163.68 feet; N 81° 17' E 40 feet; N 0° 58' 30" W 685.43 feet, more or less; and N 37° 17' 30" W 498.30 feet to a point; thence along land now or formerly of the City of Ansonia N 5° 27' W 207.90 feet; thence along land now or formerly of A. W. Beard Const. Corp. N 69° 03' E 370 feet, more or less to a point; thence along land now or formerly of A. W. Beard Const. Corp. and land of State of Connecticut, 1200 feet, more or less, to a point; thence N 57° 37' 50" W 59 feet, more or less, to a point; thence N 12° 36' 30" W 108.85 feet to a point in the Seymour-Ansonia town line; thence in a northeasterly direction, an unspecified distance to a point in the Seymour-Ansonia town line; thence in a northeasterly direction 450 feet, more or less, to a point in land now or formerly of New York, New Haven & Hartford Rail Road Co.; thence along land of said railroad the following courses and distances, a radius of 1470.85, 900 feet, more or less, a radius of 1974.11, 157.92 feet, more or less, S 32° 26' 25" E, 556.10 feet, more or less, S 30° 96' 50" E 463 feet, more or less, S 30° 03' E 870 feet, more or less, to a point; thence S 65° 34' 45" W 800.38 feet; thence S 23° 48' 52" E 1987.98 feet to land now or formerly of United Illuminating Co. and the point and place of beginning.

Together with certain rights created under Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records.

EXCEPTING FROM SAID PARCELS 2 AND 3 , Lot 2 and Lot 3 on that certain map entitled, "WOODLOT SUBDIVISION" prepared for CLARENCE STREET, LLC, 77 CLARENCE STREET BRIDGEPORT, CT 06608-2225 Scale 1" = 100' prepared by Diversified Technologies

Corporation, which map is on file in the Ansonia Town Clerk's Office, and as more fully described in a deed from Ansonia Copper & Brass, Inc to Clarence Street, LLC dated July 13, 1998 and recorded in Volume 312 at page 673 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, A certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Valley Contractor and Supply Company, LLC by Quit Claim dated February 8, 2005 and recorded in Volume 416 at page 1188 of the Ansonia Land Records

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Teodosio & Sons Construction Company, L.L.C. by Quit Claim Deed dated November 29, 2005 and recorded in Volume 433 at page 372 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Sheehy & Dillon, Trustees by Quit Claim Deed dated July 27, 2006 and recorded in Volume 446 at page 560 of the Ansonia Land Records.

LOAN POLICY - SCHEDULE B-PART I

LOAN POLICY NUMBER G47-2981880

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The lien for all municipal taxes and assessments on the List of October 1, 2005, and thereafter. This policy insures that said taxes are current and the next installment is not yet due and payable.

2. Passway rights as reserved in a deed from William E. Dodge, Executor of Anson G. Phelps to Wallace & Sons dated August 26, 1859 recorded in Volume 38 at Page 400 of the Derby Land Records. (Affects Parcels 1 and 2)

3. Boundary line agreement affecting encroachments. The Ansonia Brass and Copper Company to The Farrell and Machine Company dated February 8, 1902 and recorded in Volume 16 at Page 143 of the Ansonia Land Records. (Affects Parcels 1 and 2)

4. Passway, Olivia Phelps, Executrix of Estate of Anson G. Phelps to Daniel James, et al., dated February 11, 1854 and recorded in volume 38 at page 84 of the Derby Land Records. (Affects Parcel 1)

5. Passway rights as reserved in a deed from William E. Dodge, Executor of Anson G. Phelps to David W. Plumb dated August 26, 1859 recorded in Volume 38 at Page 404 of the Derby Land Records. (Affects Parcel 1)

6. Right to discharge water, the Ansonia Land and Water Company to the City of Ansonia dated may 16, 1906 and recorded in Volume 21 at page 405 of the Ansonia Land Records. (Affects Parcel 1)

7. Lines and grades on North Fourth Street established by the City of Ansonia by instrument dated October 14, 1940 and recorded July 3, 1946 in volume 72 at Page 315 of the Ansonia Land Records. (Affects parcel 1)

8. Grade Crossing Agreement between The New York, New Haven and Hartford Railroad Company and The American Brass Company dated November 14, 1955 and recorded January 6, 1956 in Volume 88 at Page 116 of the Ansonia Land Records. See also a Supplemental Indenture recorded in Volume 96 at Page 8 of the Ansonia Land Records. (Affects Parcels 1 and 2)

9. Easement from The American Brass Company to The Housatonic Public Service Company dated May 29, 1956 and recorded June 25, 1956 in Volume 90 at Page 55 of

the Ansonia Land Records, modified by Modification Agreement dated June 12, 1989, recorded in Volume 246 at Page 491 of the Ansonia Land Records. (Affects Parcels 1 and 2)

10. Judgment on Declaration of Taking, United States of America v. 72.64 Acres of Land, More or Less, Situated in New Haven County, State of Connecticut, and Teledyne Electric Corporation, Et Al and Unknown Others, dated June 17, 1968 and recorded January 3, 1974 in Volume 161 at Page 886 of the Ansonia Land Records. See also Judgment dated September 26, 1973 and recorded January 3, 1974 in Volume 161 at Page 929 of the Ansonia Land Records. (Affects Parcels 1, 2 and 3)

11. Storm Water Easement from the Anaconda Company to the City of Ansonia dated May 23, 1977 and recorded in Volume 48 at Page 181 of the Derby Land Records. (Affects Parcel 1)

12. Water rights from Ansonia Land and Water Power Company to Sullivan M. Colburn dated December 31, 1869 and recorded in Volume 48 at Page 181 of the Derby Land Records. (Affects Parcel 2)

13. Right of way from Wallace and Sons to The New Haven and Derby Railroad dated June 20, 1870 and recorded in Volume 48 at Page 242 of the Derby Land Records.

14. Right of way from The American Brass Company to Leslie H. Jockmus dated July 3, 1936 and recorded in Volume 61 at Page 506 of the Ansonia Land Records. (Affects Parcel 2 and 3)

15. Rights of way from The Ansonia Land and Water Power Company to The New Haven and Derby Railroad Company dated June 25, 1870 and recorded in Volume 48 at Page 238 of the Derby Land Records. (Affects parcel 2)

16. Right of way from The Ansonia Land and Water Power Company to The Farrel Foundry and Machine Company dated December 22, 1905 and recorded in Volume 21 at Page 215 of the Ansonia Land Records. Farrell-Birmingham Company executed a quit claim deed of the right of way to The American Brass Company dated December 31, 1951 and recorded in Volume 75 at Page 535 of the Ansonia Land Records. (Affects Parcels 2 and 3)\

17. Right of way from Anson G. Phelps to The Naugatuck Railroad dated March 3, 1948 and recorded in Volume 35 at Page 227 of the Derby Land Records. (Affects Parcels 2 and 3)

18. Relinquishment of Access Rights set forth in a Quit Claim Deed from The American Brass Company to The State of Connecticut dated May 13, 1957 and recorded November 8, 1957 in Volume 96 at Page 3 of the Ansonia Land Records. (Affects Parcels 2 and 3)

19. Easement from The American Brass Company to The Housatonic Public Service

Company dated August 8, 1958 and recorded August 8, 1958 in Volume 98 at Page 229 of the Ansonia Land Records.

20. Reservation of rights and fence agreement as set forth in a Quit Claim Deed, The New York, New Haven and Hartford Railroad Company to The American Brass Company dated March 4, 1953, recorded March 6, 1953 in Volume 81 at Page 529 of the Ansonia Land Records. (Affects Parcels 1 and 2)

21. Drainage conditions and fence agreement set forth in a Quit Claim Deed from the New York, New Haven and Hartford Railroad Company to The American Brass, Company dated October 7, 1953 and recorded October 13, 1953 in Volume 82 at Page 193 of the Ansonia Land Records. (Affects Parcels 1 and 2)

22. Fence Agreement sat forth in a Quit Claim Deed from The New York, New Haven and Hartford Railroad Company to The American Brass Co-any dated July 10, 1959, recorded July 14, 1959 in Volume 101, Page 538 of the Ansonia Land Records.

23. Riparian rights of others in and to Naugatuck River.

24. Process Water Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated November 20, 1985 and recorded December 6, 1985 in Volume 204, Page 317 of the Ansonia Land Records. (Affects Parcels 1 and 2)

25. Reservations, agreements and easements contained in a deed from Atlantic Richfield Company to American Brass Company L.P. dated November 20, 1985 and recorded December 6, 1985 in Volume 204, Page 298 of the Ansonia Land Records. (Affects Parcels 1 and 2)

26. The following matters as shown on the survey of parcel 1 and 2 only referred to in the Legal Description:

(a) canal on Parcel 1;
(b) overhead lines, overpass and crossings over the land of Penn Central Railroad;
(c) bridge over Naugatuck River;
(d) 24" R.C.P. crossing parcel 1 from Fourth Street to canal;
(e) encroachment of vents onto parcel 1;
(f) encroachment of steps on Parcel 2 onto land of Farrel;
(g) alleyway on and between parcel 2 and land of Farrel;
(h) power lines crossing Parcel 2;
(i) encroachment of chimneys on Parcel 2 onto land of Penn Central Railroad;
(j) variance between fences and line of title;
(k) note on map
(l) fifty foot right of way given to Teledyne located on the survey at the southwest corner of the premises;

(m) encroachment of railroad platforms on premises; and
(n) encroachment of power house building onto adjoining railroad property

27. Reservations as contained in a deed from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company dated September 25, 1869 and recorded in Volume 48 at Page 160 of the Derby Land Records. (Affects Parcels 1, 2 and 3)

28. Obligations as contained in a certain Private Grade Crossing License with the State of Connecticut, as evidenced by a certain Notice of lease, State of Connecticut Department of Transportation to Ansonia Copper & Brass, Inc. dated November 4, 1987, recorded in Volume 224, Page 401 of the Ansonia Land Records. (Affects Parcels 1 and 2)

29. Exchange Agreement, Ansonia Copper & Brass, Inc. and The United Illuminating Company dated August 27, 1990, recorded in Volume 245, Page 821 of the Ansonia Land Records. (Affects Parcels 2 and 3)

30. Grant of Easement, Ansonia Copper & Brass, Inc. to The United Illuminating Company dated August 22, 1991 and recorded in Volume 255 at Page 836 of the Ansonia Land Records.

31. Declaration of Land Use Restrictions by Ansonia Copper & Brass, Inc., dated December 17, 1997, recorded in Volume 306, Page 489 of the Ansonia Land Records.

32. Easements to United Illuminating Company dated February 11, 1992 and recorded in Volume 255 at page 836 of the Ansonia Land Records.

33. Such state of facts as would be disclosed by a current, accurate survey and inspection of the insured premises.

34. Rights of The Morris Foundation, Inc. under an unrecorded lease.

LAWYERS TITLE INSURANCE CORPORATION

ENDORSEMENT

Code Name Number CR015844HR

Attached to and made a part of Lawyers Title Insurance Corporation Policy No. G47-2981880

VARIABLE RATE MORTGAGE ENDORSEMENT

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.

2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest," as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed this 24th day of October, 2006, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Hartford, Connecticut

Earl F. McMahon

Earl F. McMahon
COUNTERSIGNATURE AUTHORIZED OFFICER OR AGENT

ISSUED AT (LOCATION)

LAWYERS TITLE INSURANCE CORPORATION

COMMERCIAL REVOLVING CREDIT ENDORSEMENT

Code Name Case Number CR015844HR

Attached to and made a part of Lawyers Title Insurance Corporation Policy No. G47-2981880

The Company hereby insures the owner of the indebtedness secured by the mortgage referred to in paragraph 4 of Schedule A against loss which said insured shall sustain by reason of:

(1) The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
(2) Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage which loss of priority is caused by said changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the mortgage at Date of Policy.

(3) Loss of priority of the lien of the insured mortgage as to each and every advance which the insured makes pursuant to the provisions of the insured mortgage and loan agreement.
(4) Insurance coverage will extend to the principal amount at any time outstanding of the loan secured by the mortgage insured hereunder and will increase to include each additional advancement up to the face amount of the policy, whether such advancements are made before or after any repayment of all or any part of the outstanding principal amount of the loan secured by the mortgage insured hereunder.

The Company further assures the insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in Paragraph 8 (d) of the conditions and stipulations of the policy for the purpose of limited liability under the provisions of that paragraph.

This endorsement does not insure against loss or damage based upon:

a. Federal Tax Liens, to the extent loss results from advancements made after the earlier of actual knowledge of the insured or 45 days from the recording of said Federal Tax Lien, or
b. Bankruptcies affect the estate or interest of the mortgagor prior to the date of the endorsement.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except as modified herein and except that the insurance afforded by this endorsement is not subject to paragraph 3 (d) of the exclusions from coverage of the policy. Except to the extent expressly stated, it neither modifies any of the terms

and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy, binder or commitment and any prior endorsements, nor does it increase the face amount hereof.

The total liability of the Company under said policy, binder or commitment and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said policy, binder or commitment, as the same may be specifically amended in dollar amounts by this or any prior endorsements, and the costs of which the Company is obligated to pay under the Conditions and Stipulations of the policy.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed this 24th day of October, 2006, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Hartford, Connecticut

Earl F. McMahon

Earl F. McMahon
COUNTERSIGNATURE AUTHORIZED OFFICER OR AGENT

ISSUED AT (LOCATION)

OPEN-END MORTGAGE DEED, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

by

ANSONIA COPPER & BRASS, INC.,
a Delaware corporation,
as Mortgagor

to

BANK OF AMERICA, N.A.,
a national banking association,
as Mortgagee

This document serves as a Fixture Filing under the Connecticut Uniform Commercial Code.

OPEN-END MORTGAGE DEED, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing is made as of the 18th day of October, 2006, by ANSONIA COPPER & BRASS, INC., a Delaware corporation (herein referred to as "Mortgagor"), whose address is 75 Liberty Street, Ansonia, Connecticut 06401, to BANK OF AMERICA, N.A., a national banking association ("Mortgagee"), whose address is 100 Federal Street, Boston, MA 02110.

Recitals

Mortgagor has requested that Mortgagee amend its existing credit arrangements with Mortgagor. As a condition to entering into such amendment, Mortgagee has required that Mortgagor execute and deliver to Mortgagee this Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

Grants and Agreements

Now, therefore, in consideration of the amendment by the Mortgagee of its existing credit arrangements with Mortgagor and for other good and valuable consideration, Mortgagor agrees as follows:

Article I
Definitions.

As used in this Mortgage, the terms defined in the Preamble hereto shall have the respective meanings specified therein, and the following additional terms shall have the meanings specified:

"Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Mortgagor, which are now or hereafter attached to or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land.

"Accounts" means all accounts of Mortgagor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon.

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

"Condemnation" means any taking of title to, use of, or any other interest in the Property under the exercise of the power of condemnation or eminent domain, whether temporarily or permanently, by any Governmental Authority or by any other Person acting under or for the benefit of a Governmental Authority.

"Condemnation Awards" means any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the

right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

"Contract of Sale" means any contract for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

"Default" means an event or circumstance which, with the giving of Notice or lapse of time, or both, would constitute an Event of Default under the provisions of this Mortgage.

"Design and Construction Documents" means, collectively, (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (d) all amendments of or supplements to any of the foregoing.

"Dispute" means any controversy, claim or dispute between or among the parties to this Mortgage, including any such controversy, claim or dispute arising out of or relating to (a) this Mortgage, (b) any other Loan Document, (c) any related agreements or instruments, or (d) the transaction contemplated herein or therein (including any claim based on or arising from an alleged personal injury or business tort).

"Encumbrance" means any Lien, easement, right of way, roadway (public or private), condominium regime, cooperative housing regime, condition, covenant or restriction, Lease or other matter of any nature that would affect title to the Property.

"Equipment Loan Note" means the Equipment Loan Note dated as of October 1, 2004 in the original principal amount of $1,000,000 made by Mortgagor payable to the order of FCC and assigned by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, a copy of which is attached hereto as Exhibit B-3 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"Event of Default" means an event or circumstance specified in Article VI and the continuance of such event or circumstance beyond the applicable grace and/or cure periods therefor, if any, set forth in Article VI.

"Expenses" means all fees, charges, costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by Mortgagee in making, funding, administering or modifying any Loan, in negotiating or entering into any "workout" of any Loan, or in exercising or enforcing any rights, powers and remedies provided in this Mortgage or any of the other Loan Documents, including attorneys' fees, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Property.

"FCC" means Fleet Capital Corporation.

"FPM" means Fleet Precious Metals Inc.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

"Improvements" means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, together with any on-site improvements and off-site

improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land.

"Insurance Proceeds" means the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

"Land" means the real property described in Exhibit A attached hereto and made a part hereof.

"Laws" means all federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

"Leases" means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

"Letter of Credit" means any letter of credit issued by Mortgagee for the account of Mortgagor, together with any and all extensions, renewals or modifications thereof, substitutions therefor or replacements thereof.

"Lien" means any mortgage, deed of trust, pledge, security interest, assignment, judgment, lien or charge of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

"Loan Agreement" means the Loan and Consignment Agreement dated as of October 1, 2004 among Mortgagor, FPM and FCC, assigned by FPM and by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, as amended by Amendment No. 1 thereto dated as of May 31, 2006, Amendment No. 2 thereto dated as of July 14, 2006, Amendment No. 3 thereto dated as of August 14, 2006 and Amendment No. 4 thereto dated as of October 18, 2006 and as the same may from time to time be further extended, amended, restated or otherwise modified.

"Loan Documents" means this Mortgage, the Notes, the Loan Agreement, any Swap Contract, any application or reimbursement agreement executed in connection with any Letter of Credit, and any and all other documents which Mortgagor or any other party or parties have executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Obligations, or any part thereof, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Loans" means the loans from Mortgagee to Mortgagor, the repayment obligations in connection with which are evidenced by the Notes.

"Mortgage" means this Open-End Mortgage Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

"Notes" means, collectively, (i) Revolving Note A (ii) the Term Note, and (iii) the Equipment Loan Note, in each case, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

"Notice" means a notice, request, consent, demand or other communication given in accordance with the provisions of Section 8.8 of this Mortgage.

"Obligations" means all present and future debts, advances, obligations and liabilities (sole, joint or several, contingent or absolute), now existing or hereafter arising, of Mortgagor to Mortgagee arising pursuant to, and/or on account of, the provisions of this Mortgage, the Loan Agreement, any Note or any of the other Loan Documents, and including, without limitation, the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Notes; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under this Mortgage or any of the other Loan Documents, together with interest thereon as herein or therein provided; (c) to pay and perform all obligations of Mortgagor under any Swap Contract; (d) to perform, observe and comply with all of the other terms, covenants and conditions, expressed or implied, which Mortgagor is required to perform, observe or comply with pursuant to this Mortgage or any of the other Loan Documents; and (e) to pay and perform all future advances and other obligations that Mortgagor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee.

"Permitted Encumbrances" means (a) any matters set forth in any policy of title insurance issued to Mortgagee and insuring Mortgagee's interest in the Property which are acceptable to Mortgagee as of the date such title insurance policy is issued, (b) the Liens and interests of this Mortgage, and (c) any other Encumbrances expressly permitted by Section 14.9 of the Loan Agreement.

"Person" means an individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any Governmental Authority or any other entity.

"Personalty" means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Mortgagor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Mortgage, and Mortgagee shall have no responsibility for the performance of Mortgagor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, letter-of-credit rights, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, deposits or escrows for taxes, insurance or other matters, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Mortgagor's rights and interests under all Swap Contracts, including all rights to the payment of money from Mortgagee under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Mortgagor with respect to the Property or Mortgagor's operation thereof; and (g) all money, instruments, chattel paper, and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Mortgagor with Mortgagee related to the Property, including any such deposit account from which Mortgagor may from time to time authorize Mortgagee to debit and/or credit payments due with respect to the Loans; together with all Additions to and Proceeds of all of the foregoing.

"Prime Rate" means, on any day, the rate of interest per annum then most recently established by Mortgagee as its "prime rate", it being understood and agreed that such rate is set by Mortgagee as a general reference rate of interest, taking into account such factors as Mortgagee may deem appropriate, that it is not necessarily the lowest or best rate actually charged to any customer or a favored rate, that it may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Mortgagee may make various business or other loans at rates of interest having no relationship to such rate. If Mortgagee (including any subsequent holder of the Notes) ceases to exist

or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Proceeds," when used with respect to any of the Property, means all proceeds of such Property, including all Insurance Proceeds and all other proceeds within the meaning of that term as defined in the Uniform Commercial Code of the State.

"Property" means the Real Property and the Personalty and all other rights, interests and benefits of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Real Property and/or the Personalty and all other property and rights used or useful in connection therewith, including all Leases, all Rents, all Condemnation Awards, all Proceeds, and all of Mortgagor's right, title and interest in and to all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments.

"Property Assessments" means all Taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium and owner's association assessments and charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any Liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof, or upon any Leases or any Rents, whether levied directly or indirectly or as excise taxes, as income taxes, or otherwise.

"Real Property" means the Land and Improvements, together with (a) all estates, title, interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Mortgagor and belonging or appertaining to the Land or Improvements; (b) all Claims whatsoever of Mortgagor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy; (c) all estate, right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to the Land or Improvements; and (d) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all Additions to and Proceeds of the foregoing.

"Refinancing Commitment" means any commitment from or other agreement with any Person providing for the financing of the Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loans.

"Rents" means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

"Revolving Note A" means the Second Amended and Restated Revolving Loan Note dated as of October 18, 2006 in the face principal amount of $23,750,000 made by Mortgagor payable to the order of Mortgagee, a copy of which is attached hereto as Exhibit B-1 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"State" means the State of Connecticut.

"Swap Contract" means any agreement, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity

index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, interest cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option, currency option or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing, and, unless the context otherwise clearly requires, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any other master agreement, entered into between Mortgagee (or any of its affiliates) and Mortgagor (and/or any of its affiliates) in connection with any Loan, together with any related schedules and confirmations, as amended, supplemented, superseded or replaced from time to time, relating to or governing any or all of the foregoing.

"Taxes" means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Mortgagor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

"Term Note" means the Term Promissory Note dated as of October 1, 2004 in the original principal amount of $1,000,000 made by Mortgagor payable to the order of FCC and assigned by Banc of America Leasing & Capital, LLC, successor to FCC, to Mortgagee, a copy of which is attached hereto as Exhibit B-2 and incorporated herein by this reference and certain provisions of the Loan Agreement relating to interest payable thereunder are attached hereto as Exhibit C.

"Transfer" means any direct or indirect sale, assignment, conveyance or transfer, including any Contract of Sale and any other contract or agreement to sell, assign, convey or transfer, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration.

Any defined term used in the plural preceded by the definite article shall be taken to encompass all members of the relevant class. Any defined term used in the singular preceded by "any" shall be taken to indicate any number of the members of the relevant class.

Article II
Granting Clauses; Condition of Grant.

Section 2.1 Conveyances and Security Interests.

In order to secure the prompt payment and performance of the Obligations, Mortgagor (a) grants, bargains, sells, conveys, transfers and assigns the Real Property unto Mortgagee, WITH MORTGAGE COVENANTS, all estate, right, title and interest of Mortgagor in and to the Real Property, whether now owned or held or hereafter acquired by Mortgagor, to have and hold the Real Property unto Mortgagee, its successors and assigns forever; and to hold the Real Property unto Mortgagee in fee simple forever; provided that Mortgagor may retain possession of the Real Property until the occurrence of an Event of Default; (b) grants to Mortgagee a security interest in the Personalty; (c) assigns to Mortgagee, and grants to Mortgagee a security interest in, all Condemnation Awards and all Insurance Proceeds; and (d) assigns to Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's right, title and interest in, but not any of Mortgagor's obligations or liabilities under, all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments. All Persons who may have or acquire an interest in all or any part of the Property will be deemed to have notice of, and will be bound by, the terms of the Obligations and each other agreement or instrument made or entered into in connection with each of the Obligations. Such terms include any provisions in the Notes, the Loan Agreement or any Swap Contract which provide that the interest rate on one or more of the Obligations may vary from time to time. The definition of "Obligations" includes future advances. This Mortgage is an Open-End Mortgage and if any further advances are made to the Mortgagor by the Mortgagee, such advances, with interest thereon at the rates set forth in the Notes and in this Mortgage, shall be secured by this Mortgage with the same priority as if advanced on the date this Mortgage is recorded; provided that the total unpaid balance so secured at

one time shall not exceed the sum of (i) $25,750,000, plus (ii) interest thereon, plus (iii) any disbursements made in accordance with the terms hereof for the payment of taxes, levies or insurance on the Property, plus (iv) any amounts paid by Mortgagee pursuant to Section 4.7 hereof, plus (v) all costs and expenses incurred by Mortgagee in enforcing its rights and remedies under this Mortgage, plus (vi) interest on the disbursements described in clauses (iii), (iv) and (v) preceding, which interest shall be calculated at the rate set forth in Section 4.7.

Section 2.2 Absolute Assignment of Leases and Rents.

In consideration of amending Mortgagee's existing credit arrangements with Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor absolutely and unconditionally assigns the Leases and Rents to Mortgagee. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Mortgagor to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. So long as no Event of Default shall exist, however, and so long as Mortgagor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default or a default by Mortgagor under the Leases) to collect, but not prior to accrual, all Rents. Mortgagor agrees to collect and hold all Rents in trust for Mortgagee and to use the Rents for the payment of the cost of operating and maintaining the Property and for the payment of the other Obligations before using the Rents for any other purpose.

Section 2.3 Security Agreement, Fixture Filing and Financing Statement.

This Mortgage creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Mortgage constitutes a security agreement from Mortgagor to Mortgagee under the Uniform Commercial Code of the State. In addition to all of its other rights under this Mortgage and otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each city or town where any part of the Property (including such fixtures) is situated. This Mortgage shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Mortgagor and Mortgagee are set forth in the opening paragraph of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or any other financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section. Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Mortgagee to establish or maintain the validity, perfection and priority of the security interests granted in this Mortgage.

Section 2.4 Release of Mortgage and Termination of Assignments and Financing Statements.

If and when Mortgagor has paid and performed all of the Obligations, no Loans are outstanding, all Letters of Credit and Swap Contracts have terminated, the Loan Agreement has terminated and no further advances are available to be made under the Loan Agreement, Mortgagee will provide a discharge of the Property and a release of the lien of this Mortgage and termination statements for filed financing statements, if any, to Mortgagor. Mortgagor shall be responsible for the recordation of such release and the payment of any recording and filing costs. Upon the recording of such release and the filing of such termination statements, the absolute assignments set forth in Section 2.2 shall automatically terminate and become null and void.

Article III
Representations and Warranties.

Mortgagor makes the following representations and warranties to Mortgagee:

Section 3.1 Title to Real Property.

Mortgagor (a) owns fee simple title to the Real Property, (b) owns all of the beneficial and equitable interest in and to the Real Property, and (c) is lawfully seized and possessed of the Real Property. Mortgagor has the right and authority to mortgage and convey the Real Property and does hereby mortgage and convey the Real Property to Mortgagee. The Real Property is subject to no Encumbrances other than the Permitted Encumbrances.

Section 3.2 Title to Other Property.

Mortgagor has good title to the Personalty, and the Personalty is not subject to any Encumbrance other than the Permitted Encumbrances. None of the Leases, Rents, Design and Construction Documents, Contracts of Sale or Refinancing Commitments are subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.3 Property Assessments.

The Real Property is assessed for purposes of Property Assessments as a separate and distinct parcel from any other property, such that the Real Property shall never become subject to the Lien of any Property Assessments levied or assessed against any property other than the Real Property.

Section 3.4 Independence of the Real Property.

No buildings or other improvements on property not covered by this Mortgage rely on the Real Property or any interest therein to fulfill any requirement of any Governmental Authority for the existence of such property, building or improvements; and none of the Real Property relies, or will rely, on any property not covered by this Mortgage or any interest therein to fulfill any requirement of any Governmental Authority. The Real Property has been properly subdivided from all other property in accordance with the requirements of any applicable Governmental Authorities.

Section 3.5 Existing Improvements.

The existing Improvements, if any, were constructed, and are being used and maintained, in accordance with all applicable Laws, including zoning Laws.

Section 3.6 Leases and Tenants.

The Leases (if any) are valid and are in full force and effect, and Mortgagor is not in default under any of the terms thereof. Mortgagor has not accepted any Rents in advance of the time the same became due under the Leases and has not forgiven, compromised or discounted any of the Rents. Mortgagor has title to and the right to assign the Leases and Rents to Mortgagee, and no other assignment of the Leases or Rents has been granted which remains in effect. To the best of Mortgagor's knowledge and belief, no tenant or tenants occupying, individually or in the aggregate, more than five percent (5%) of the net rentable area of the Improvements are in default under their Lease(s) or are the subject of any bankruptcy, insolvency or similar proceeding.

Article IV
Affirmative Covenants.

Section 4.1 Obligations.

Mortgagor agrees to promptly pay and perform all of the Obligations, time being of the essence in each case.

Section 4.2 Property Assessments; Documentary Taxes.

Mortgagor (a) will promptly pay in full and discharge all Property Assessments, and (b) will furnish to Mortgagee, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property Assessments shall be considered delinquent as of the first day any interest or penalty commences to accrue thereon. Mortgagor will promptly pay all stamp, documentary, recordation, transfer and intangible taxes and all other taxes that may from time to time be required to be paid with respect to the Loans, the Notes, this Mortgage or any of the other Loan Documents. Mortgagor shall pay in a timely manner all of the costs and expenses of operation, maintenance and upkeep of the Property, including all charges for electricity, water, gas, sewer rents and charges, telephone, heat, air conditioning, if any, and all other utility services used or consumed in or upon the Property; provided that Mortgagor shall not be required to pay any such cost, expense or charge which is being contested in good faith and by proper proceedings, as to which no Lien has been asserted and as to which Mortgagor shall have set aside adequate reserves. Upon request of Mortgagee, Mortgagor will exhibit to Mortgagee receipts for the payment of all items specified in this Section on or prior to the date when payment of same shall be required hereunder.

Section 4.3 Permitted Contests.

Mortgagor shall not be required to pay any of the Property Assessments, or to comply with any Law, so long as Mortgagor shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) Mortgagee is not subjected to any Claim as a result of such contest, and (d) Mortgagor provides assurances satisfactory to Mortgagee (including the establishment of an appropriate reserve account with Mortgagee) of its ability to pay such Property Assessments or comply with such Law in the event Mortgagor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and Mortgagor shall indemnify and save Mortgagee harmless against all Claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, Mortgagor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.

Section 4.4 Compliance with Laws.

Mortgagor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation.

Section 4.5 Maintenance and Repair of the Property.

Mortgagor, at Mortgagor's sole expense, will (a) keep and maintain the Improvements and Accessories in good condition, working order and repair, and (b) make all necessary or appropriate repairs and Additions to the Improvements and Accessories, so that each part of the Improvements and all of the Accessories shall at all times be in good condition and fit and proper for the respective purposes for which they were originally intended, erected, or installed.

Section 4.6 Insurance.

Mortgagor will keep the Improvements and the Accessories insured for the benefit of Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, vandalism, malicious mischief and all extended coverage and special extended coverage perils, all in amounts approved by Mortgagee not less than 100% of full replacement value of the Improvements and Accessories, with agreed amount endorsement, and, when and to the extent required by Mortgagee, against any other risk typically insured against by Persons operating like properties in the locality of the Property, the insurance requirements

contained in this Section being in addition to and not in exclusion of any other insurance requirements contained in the Loan Agreement or elsewhere. Mortgagor shall also obtain and maintain boiler and machinery coverage (direct damage and use and occupancy) on a replacement cost basis where deemed advisable by Mortgagee. At the request of Mortgagee, Mortgagor shall also obtain insurance with respect to loss from flood and earthquake. In addition, Mortgagor shall obtain and maintain public liability insurance protecting Mortgagor and the Property against liability for injuries to persons in the minimum amount of $1,000,000 per person and $3,000,000 for each occurrence in the aggregate. During any construction, Mortgagor will also carry or cause to be carried builders' risk-all risk insurance satisfactory to Mortgagee. All insurance herein provided for shall be in such form and written by such companies as may be reasonably approved by Mortgagee. All policies of insurance which insure against any loss or damage to any of the Property shall provide for loss to be payable to Mortgagee pursuant to the standard mortgagee clause. A certificate of each policy of insurance shall be furnished to Mortgagee. All policies of insurance shall contain a provision forbidding cancellation of such insurance either by the carrier or by the insured until at least 10 days after written notice of the proposed cancellation is given by registered mail, return receipt requested, to Mortgagee; and whenever any insurance is to expire for any reason, Mortgagor will deliver to Mortgagee, at least 10 days prior to such expiration, a renewal or replacement policy or certificate thereof, complying with all of the conditions of this Section. If Mortgagor defaults in so insuring any of the Property or in so delivering the policies, Mortgagee may, at its option, effect such insurance and pay the premiums therefor, and Mortgagor will reimburse Mortgagee on demand for any premiums so paid, with interest from the time of payment by Mortgagee, all as provided in Section 4.7 below, and the same shall be secured by this Mortgage. In the event of damage to or destruction of all or any part of the Property, Mortgagor shall proceed reasonably promptly to repair, restore and replace the Property to substantially its condition immediately prior to such event or to a condition of at least equivalent value (and in any event to such condition and within such time period as shall be required in order to avoid any default under any Leases, agreements or other restrictions affecting any of the Property), regardless of whether or not the proceeds of any or all policies of insurance covering such damage or destruction shall be available or sufficient to pay the cost thereof.

Following any damage to or destruction of any of the Property, the parties shall cooperate in order to recover any applicable proceeds of insurance under this Section 4.6, with Mortgagor to have primary responsibility to recover the proceeds. Such proceeds shall be paid to Mortgagee, except that if the aggregate proceeds (including any proceeds with respect to Accessories) are $50,000 or less, such proceeds shall be paid to the Mortgagor for use by the Mortgagor (to the extent needed) to repair the Property. From such proceeds, if any, as are actually received by Mortgagee, Mortgagee shall provide for the payment or reimbursement of its reasonable expenses of obtaining the recovery as reasonably determined by Mortgagee. Mortgagee shall then give notice to Mortgagor of such expenses and of the amount of the remaining proceeds actually held by Mortgagee (the "Net Proceeds"). If Mortgagor desires to use any or all of the Net Proceeds for repair, restoration or replacement of the Property, Mortgagor shall request same from Mortgagee within 20 days after receipt of the aforesaid notice of the amount of the Net Proceeds. Provided that all of the below-described Readvancement Conditions shall have been satisfied as at the time of each release of all or any portion of the Net Proceeds, Mortgagee, subject to the other requirements described below, will permit the use of the Net Proceeds, to the extent required, for such repair, restoration and replacement. As used herein, the term "Readvancement Conditions" means each of the following: (1) no Event of Default, nor any event or circumstance which with the passage of time or giving of notice or both could become an Event of Default, shall have occurred and be then continuing, and (2) the Net Proceeds, in the reasonable opinion of Mortgagee, shall be sufficient for the purpose of the required repair, restoration and replacement (or, if insufficient, Mortgagor shall have deposited with Mortgagee, for application as provided in this Section, additional funds in the amount of such insufficiency). Any disbursement of such Net Proceeds and such additional funds, if any, will be made subject to the reasonable requirements of Mortgagee, including, without limitation, requirements as to certification by an architect, approval of plans, obtaining waivers of liens, and the receipt of

requisitions, title endorsements, affidavits and opinions in form and substance satisfactory to Mortgagee. If, for any reason, the Property (or any of same) is not promptly so repaired, restored and replaced (or if there shall be any of such Net Proceeds or additional funds remaining after such repair, restoration and replacement have been fully completed), the Net Proceeds and additional funds, if any (or the balance thereof so remaining) are to be applied against payment of the debt and obligations secured hereby. If any of the Readvancement Conditions shall not have been satisfied at any time when any Net Proceeds remain in the control of Mortgagee, Mortgagee shall apply the Net Proceeds and additional funds, if any, within its control to the outstanding debt and obligations secured hereby. Mortgagor hereby grants to Mortgagee full power and authority, as attorney-in-fact irrevocable of Mortgagor, to act after the occurrence and during the continuance of an Event of Default in order to cancel or transfer the insurance described in this Section, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium or proceeds and to apply the same to the debt secured hereby. Upon the occurrence of an Event of Default and exercise by Mortgagee of any of its rights or remedies hereunder, each such insurance policy, including the right to unearned premiums, shall become property of Mortgagee.

Section 4.7 Option to Cure.

In the event of any default in the performance of any of the covenants or agreements of Mortgagor herein, whether or not an Event of Default shall have occurred, Mortgagee may, at the option of Mortgagee, perform the same, and Mortgagee may also take all such actions as it deems desirable to prevent or cure any situation or circumstance which might, with the passage of time or giving of notice or both, become an Event of Default. The costs of any and all performance and actions taken under this Section 4.7 shall be paid by Mortgagor to Mortgagee on demand, with interest at a rate per annum equal to 6% plus the Prime Rate, as from time to time in effect, such interest to accrue from the date such cost is incurred by Mortgagee through the date of payment by Mortgagor, and all such costs and such interest shall be secured by this Mortgage.

Section 4.8 Change in Law, etc.

In the event of the passage after the date of this Mortgage of any law of the State deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or any of the obligations secured hereby, Mortgagee shall have the right to declare an Event of Default to exist under this Mortgage as of a date to be specified by not less than 90 days' written notice to be given to Mortgagor by Mortgagee; provided, however, that such declaration shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Property, and such agreement shall constitute a modification of this Mortgage. If at any time any law or court decree prohibits the performance of any obligation undertaken in this Mortgage by Mortgagor, Mortgagee shall have the right, upon not less than 90 days' prior written notice to Mortgagor, to declare an Event of Default to exist under this Mortgage.

Section 4.9 Eminent Domain.

Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay interest on the entire principal sum secured until the award or payment for any such taking, injury or decrease in value shall have been actually received by Mortgagee and applied to the debt secured hereby and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. In the event of any such taking, injury or decrease in value, the parties shall cooperate as in Section 4.6 in order to recover any applicable proceeds. Such proceeds shall be paid to Mortgagee. Mortgagee shall make appropriate deductions from such proceeds, if any, as are actually

received by it as in the case of insurance proceeds and shall give notice to Mortgagor of such deductions and of the amount of the net proceeds remaining and actually held by Mortgagee (the "Eminent Domain Net Proceeds"). Following any such taking, injury or decrease in value, Mortgagor shall proceed reasonably promptly to repair, restore and replace the Property to as nearly as possible its condition immediately prior to such event or to a condition of at least equivalent value (and in any event to such condition and within such time period as shall be required in order to avoid any default under any Leases, agreements or other restrictions affecting the Property), regardless of whether or not the Eminent Domain Net Proceeds resulting from such taking, injury or decrease in value shall be available or sufficient to pay the cost thereof.

If Mortgagor desires to use any or all of the Eminent Domain Net Proceeds for repair, restoration or replacement of the Property, Mortgagor shall request same from Mortgagee within 20 days after receipt of the aforesaid notice of the amount of the Eminent Domain Net Proceeds. Provided that all of the Readvancement Conditions (as defined in Section 4.6) shall have been satisfied as at the time of each release of all or any portion of the Eminent Domain Net Proceeds, Mortgagee, subject to the other requirements described below, will permit the use of the Eminent Domain Net Proceeds to the extent required for such repair, restoration and/or replacement. Any disbursement of such Eminent Domain Net Proceeds and additional funds, if any, deposited with Mortgagee will be made subject to the reasonable requirements of Mortgagee, including, without limitation, requirements as to certification by an architect, approval of plans, obtaining waivers of liens, and the receipt of requisitions, title endorsements, affidavits and opinions in form and substance satisfactory to Mortgagee. If, for any reason, the Property (or any of same) is not promptly so repaired, restored and replaced (or if there shall be any of such Eminent Domain Net Proceeds or additional funds remaining after such repair, restoration and replacement have been fully completed), the Eminent Domain Net Proceeds and additional funds, if any (or the balance thereof so remaining) are to be applied against payment of the debt and obligations secured hereby. If any of the Readvancement Conditions shall not have been satisfied at any time when any Eminent Domain Net Proceeds remain in the control of Mortgagee, Mortgagee shall apply the Eminent Domain Net Proceeds and additional funds, if any, within its control to the outstanding debt and obligations secured hereby. If, prior to the receipt by Mortgagee of any award or payment as hereinabove in this Section provided, the Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon at a rate equal to 6% plus the Prime Rate, as from time to time in effect, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

Section 4.10 Inspection.

Mortgagee and any Person authorized by Mortgagee shall have the right to enter the Property at all reasonable times to inspect same and/or to exercise Mortgagee's rights under this Mortgage.

Section 4.11 Additions to Security.

All right, title and interest of Mortgagor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Accessories hereafter acquired shall, without any further mortgage, conveyance, assignment or other act by Mortgagor, become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clauses hereof. Mortgagor agrees, however, to execute and deliver to Mortgagee such further documents as may be required by the terms of the Loan Agreement and/or any of the other Loan Documents.

Section 4.12 Subrogation.

To the extent permitted by Law, Mortgagee shall be subrogated, notwithstanding its release of record, to any Lien now or hereafter existing on the Property to the extent that such Lien is paid or discharged by Mortgagee whether or not from the proceeds of the Loans. This Section shall not be deemed or construed, however, to obligate Mortgagee to pay or discharge any Lien.

Section 4.13 Leases.

(a) Except as expressly permitted in the Loan Agreement, Mortgagor shall not enter into any Lease with respect to all or any portion of the Property without the prior written consent of Mortgagee.

(b) Mortgagee shall not be obligated to perform or discharge any obligation of Mortgagor under any Lease. The assignment of Leases provided for in this Mortgage in no manner places on Mortgagee any responsibility for (i) the control, care, management or repair of the Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Property, or (iv) any dangerous or defective condition on the Property (whether known or unknown).

(c) No approval of any Lease by Mortgagee shall be for any purpose other than to protect Mortgagee's security and to preserve Mortgagee's rights under the Loan Documents, and no such approval shall result in a waiver of a Default or Event of Default.

Section 4.14 Statutory Condition

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that there be no breach of or default under any of the terms, provisions, covenants and agreements of any of the Loan Documents or any other instruments or agreements to secure the indebtedness secured hereby and that all such terms, provisions and agreements be duly and fully kept and performed.

Article V
Negative Covenants.

Section 5.1 Encumbrances.

Mortgagor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after the filing of any mechanic's lien or other Lien or Encumbrance against the Property, Mortgagor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Mortgagee's security has been protected by the filing of a bond or otherwise in a manner satisfactory to Mortgagee in its sole and absolute discretion, Mortgagor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Mortgagor does so diligently and without prejudice to Mortgagee or delay in completing construction of the Improvements. Mortgagor shall give Mortgagee Notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property.

Mortgagor will not Transfer all or any part of the Property or any legal or beneficial interest therein (except as expressly permitted by Section 14.11 of the Loan Agreement and except for certain Transfers of the Accessories expressly permitted in this Mortgage). Any direct or indirect change in the majority ownership or control of Mortgagor (whether in one or more transactions during the term of the Loans) shall be deemed to be a prohibited Transfer of the Property.

Section 5.3 Removal, Demolition or Alteration of Accessories and Improvements.

Except to the extent permitted by the following sentence, no material Improvements or Accessories shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor may remove and dispose of, free from the Lien of this Mortgage, such

Accessories as from time to time become worn out or obsolete, provided that, either (a) at the time of, or prior to, such removal, any such Accessories are replaced with other Accessories which are free from Liens other than Permitted Encumbrances and have a value at least equal to that of the replaced Accessories (and by such removal and replacement Mortgagor shall be deemed to have subjected such Accessories to the Lien of this Mortgage), or (b) so long as a prepayment may be made without the imposition of any premium pursuant to the relevant Note or Notes, such Accessories are sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to Mortgagee to be applied to the prepayment of the principal of the Loans.

Section 5.4 Additional Improvements.

Mortgagor will not construct any material Improvements other than those presently on the Land without the prior written consent of Mortgagee. Mortgagor will complete and pay for, within a reasonable time, any Improvements which Mortgagor is permitted to construct on the Land. Mortgagor will construct and erect any permitted Improvements (a) strictly in accordance with all applicable Laws and any private restrictive covenants, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, and (d) wholly within any building restriction and setback lines applicable to the Land.

Section 5.5 Restrictive Covenants, Zoning, etc.

Without the prior written consent of Mortgagee, Mortgagor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Property. Mortgagor (a) will promptly perform and observe, and cause to be performed and observed, all of the terms and conditions of all agreements affecting the Property, and (b) will do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Article VI
Events of Default.

The occurrence or happening, from time to time, of any one or more of the following shall constitute an Event of Default under this Mortgage:

Section 6.1 Payment Obligations.

Mortgagor fails to pay any of the Obligations when due, whether on the scheduled due date or upon acceleration, maturity or otherwise.

Section 6.2 Transfers.

Mortgagor Transfers all or any part of the Property or any legal or beneficial interest therein (except as expressly permitted by Section 14.11 of the Loan Agreement and except for Transfers of the Accessories expressly permitted under this Mortgage). Any direct or indirect change in the majority ownership or control of Mortgagor (whether in one or more transactions during the term of the Loans) shall be deemed to be a prohibited Transfer of the Property constituting an Event of Default.

Section 6.3 Insurance; Taxes; Compliance with Laws.

Mortgagor fails to perform or observe any obligations or agreement contained in Section 4.2 (first sentence only, and subject to contest pursuant to Section 4.3), in Section 4.4 (subject to contest pursuant to Section 4.3) or in Section 4.6.

Section 6.4 Other Obligations.

Mortgagor fails to promptly perform or comply with any of the Obligations set forth in this Mortgage (other than those expressly described in other Sections of this Article VI), and such failure

continues uncured for a period of thirty (30) days after Notice from Mortgagee to Mortgagor, unless (a) such failure, by its nature, is not capable of being cured within such period, and (b) within such period, Mortgagor commences to cure such failure and thereafter diligently prosecutes the cure thereof, (c) pending such cure, no material property and interests of Mortgagor are lost or jeopardized, and (d) Mortgagor causes such failure to be cured no later than ninety (90) days after the date of such Notice from Mortgagee.

Section 6.5 Event of Default Under Other Loan Documents.

An Event of Default (as defined therein) occurs under any Note and/or the Loan Agreement, or Mortgagor fails to promptly pay, perform, observe or comply with any obligation or agreement contained in any of the other Loan Documents (within any applicable grace or cure period).

Section 6.6 Change in Zoning or Public Restriction.

Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Loan Documents, is no longer permitted under such zoning ordinance or regulation or public restriction, as changed (by right or as a valid non-conforming use or otherwise).

Section 6.7 Default Under Leases.

Mortgagor fails duly to perform its obligations under any Lease, and such failure is not cured within the grace period, if any, provided in the Lease.

Section 6.8 Default Under Other Lien Documents.

A default occurs under any other mortgage or security agreement covering the Property, including any Permitted Encumbrances.

Section 6.9 Execution; Attachment.

Any execution or attachment is levied against any of the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Section 6.10 Change in Law; Environmental Issues.

Mortgagee shall have declared an Event of Default to exist under Section 4.8 or Section 8.1 of this Mortgage.

Article VII
Rights and Remedies.

Upon the happening of any Event of Default, Mortgagee shall have the right, in addition to any other rights or remedies available to Mortgagee under any of the Loan Documents, applicable Law, or equity to exercise any one or more of the following rights, powers or remedies:

Section 7.1 Acceleration.

Mortgagee may accelerate all Obligations under the Loan Documents whereupon such Obligations shall become immediately due and payable, and Mortgagee may also terminate any Swap Contract and such Swap Contracts shall immediately terminate, all of the foregoing without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby expressly waived by Mortgagor).

Section 7.2 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(i) Mortgagee may demand that Mortgagor surrender the actual possession of the Property and upon such demand, Mortgagor shall forthwith surrender same to Mortgagee and, to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(ii) If Mortgagor shall for any reason fail to surrender or deliver the Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or order conferring on Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession to Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents.

(iii) Mortgagee may from time to time: (A) continue and complete construction of, hold, store, use, operate, manage and control the Property and conduct the business thereof; (B) make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional Personalty; (C) insure or keep the Property insured; (D) exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same; and (E) enter into agreements with others (including, without limitation, new Leases or amendments, extensions, or cancellations to existing Leases) all as Mortgagee from time to time may determine in its sole discretion. Mortgagor hereby constitutes and irrevocably appoints Mortgagee its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers said attorney or attorneys in the name of Mortgagor, but at the option of said attorney-in-fact, to do any and all acts and execute any and all agreements that Mortgagee may deem necessary or proper to implement and perform any and all of the foregoing.

Section 7.3 Collection of Rents.

Upon the occurrence of an Event of Default, the license granted to Mortgagor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Mortgagor. Mortgagee may, but shall not be obligated to perform any or all obligations of the landlord under any or all of the Leases, and Mortgagee may, but shall not be obligated to, exercise and enforce any or all of Mortgagor's rights under the Leases. Without limitation to the generality of the foregoing, Mortgagee may notify the tenants under the Leases that all Rents are to be paid to Mortgagee, and following such notice all Rents shall be paid directly to Mortgagee and not to Mortgagor or any other Person other than as directed by Mortgagee, it being understood that a demand by Mortgagee on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Mortgagee without the necessity of further consent by Mortgagor. Mortgagor hereby irrevocably authorizes and directs the tenants under the Lease to pay all Rents to Mortgagee instead of to Mortgagor, upon receipt of written notice from Mortgagee, without the necessity of any inquiry of Mortgagor and without the necessity of determining the existence or non-existence of an Event of Default. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Mortgagor's name or in Mortgagee's name: (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Mortgagee; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Mortgagee may deem necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied first to pay all Expenses and next in reduction of the other Obligations. Mortgagor shall pay, on demand, to Mortgagee, the amount of any deficiency between (i) the Rents received by Mortgagee, and (ii) all Expenses incurred together with interest thereon as provided in the Loan Agreement and the other Loan Documents.

Section 7.4 Foreclosure.

Mortgagee may institute a foreclosure action in accordance with the laws of Connecticut, or take any other action as may be allowed, at law or in equity, for the enforcement of the Loan Documents and realization on the Property or any other security afforded by the Loan Documents. In the case of a judicial proceeding, Mortgagee may proceed to final judgment and execution for the amount of the obligations secured hereby owed as of the date of the judgment, together with all costs of suit, reasonable attorneys' fees and interest on the judgment at the maximum rate permitted by law from the date of the judgment until paid. If Mortgagee is the purchaser at the foreclosure sale of the Property, the foreclosure sale price shall be applied against the total amount due Mortgagee. Mortgagee may, if and to the extent and in the manner permitted by law, itself, or by such agents and attorneys as it may appoint, with or without entry or taking possession, sell the Property as an entirety or in such separate lots or parcels as Mortgagee may determine, at public or private sale and, except as otherwise provided by law, at such place or places (whether or not at the Property), at such time or times, upon such terms (including credit, whether secured or unsecured) and upon such notice (by publication or otherwise), if any, as Mortgagee in its discretion may determine. Mortgagee is irrevocably appointed the agent and attorney-in-fact of Mortgagor in its name and stead and on its behalf, for the purposes of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as Mortgagee may consider necessary or appropriate, and to substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that Mortgagee, or such substitute or substitutes, shall lawfully do by virtue hereof. In addition, if so requested by Mortgagee or by any purchaser, Mortgagor shall ratify and confirm any such sale by executing and delivering to Mortgagee or to such purchaser or purchasers all such proper deeds, conveyances, assignments, instruments of transfer and releases as may be designated in any such request. Acceptance by Mortgagee of any payment in an amount less than the amount then due on the debt secured hereby shall be deemed an acceptance on account only and the failure to pay the entire amount then due shall be and continue to be an Event of Default; at any time thereafter and until the entire amount then due on said debt has been paid, Mortgagee shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of an Event of Default. In the event that Mortgagee elects to have the Property sold in parcels, such sales may be held from time to time and the power of sale shall not be exhausted until all of the Property shall have been sold.

Section 7.5 Receiver.

Mortgagee may apply to any court of competent jurisdiction to have a receiver appointed to enter upon and take possession of the Property, collect the Rents therefrom and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the State. To the extent permitted by law, the right of the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Mortgagor. The expenses, including receiver's fees, attorneys' fees, costs and agent's commission incurred pursuant to the powers herein contained, together with interest thereon at the highest default rate under any Note, shall be secured hereby and shall be due and payable by Mortgagor immediately without notice or demand. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash or deposits at the time held by, payable, or deliverable under the terms of this Mortgage to the Mortgagee, and the Mortgagee shall have the right to offset the unpaid Obligations against any such cash or deposits in such order as Mortgagee may elect.

Section 7.6 Uniform Commercial Code.

Mortgagee may exercise any or all of its rights and remedies under the Uniform Commercial Code as adopted by the State as in effect from time to time, (or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable law) or other applicable law

as well as all other rights and remedies possessed by Mortgagee, all of which shall be cumulative. Mortgagee is hereby authorized and empowered to enter the Property or other place where the Personalty may be located without legal process, and to take possession of the Personalty without notice or demand, which hereby are waived to the maximum extent permitted by the laws of the State. Upon demand by Mortgagee, Mortgagor shall make the Personalty available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. Any notification required by the Uniform Commercial Code shall be deemed reasonably and properly given if sent in accordance with the Notice provisions of this Mortgage at least ten (10) days before any sale or other disposition of the Personalty. Mortgagee may choose to dispose of some or all of the property, in any combination consisting of both Personalty and Real Property, in one or more public or private sales to be held in accordance with the Law and procedures applicable to real property, as permitted by Article 9 of the Uniform Commercial Code. Mortgagor agrees that such a sale of Personalty together with Real Property constitutes a commercially reasonable sale of the Personalty.

Section 7.7 Application of Proceeds

Unless otherwise provided by applicable Law, all proceeds from the sale of the Property or any part thereof pursuant to the rights and remedies set forth in this Article VII and any other proceeds received by Mortgagee from the exercise of any of its other rights and remedies hereunder or under the other Loan Documents shall be applied first to pay all Expenses and next in reduction of the other Obligations, in such manner and order as Mortgagee may elect.

Section 7.8 Remedies Cumulative and Concurrent.

No right, power or remedy of Mortgagee as provided in any Note, this Mortgage, the Loan Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy of Mortgagee, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to Mortgagee now or hereafter existing at law or in equity and may be pursued separately, successively or together against Mortgagor, or any endorser, co-maker, surety or guarantor of the Obligations, or the Property or any part thereof, or any one or more of them, at the sole discretion of Mortgagee. The failure of Mortgagee to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

Section 7.9 Waiver, Delay or Omission.

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of Mortgagee to exercise any right, power or remedy shall be construed to waive any such Event of Default or to constitute acquiescence therein.

Section 7.10 Credit of Mortgagee.

To the maximum extent permitted by the laws of the State, upon any sale made under or by virtue of this Article, Mortgagee may bid for and acquire the Property, or any part thereof, and in lieu of paying cash therefor may apply to the purchase price, any portion of or all of the unpaid Obligations in such order as Mortgagee may elect.

Section 7.11 Sale.

Any sale or sales made under or by virtue of this Article shall operate to divest all the estate, right, title, interest, claim and demand whatsoever at law or in equity, of the Mortgagor and all Persons, except tenants pursuant to Leases approved by Mortgagee, claiming by, through or under Mortgagor in and to the properties and rights so sold, whether sold to Mortgagee or to others.

Section 7.12 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of the Property by any Governmental Authority, or other judicial proceedings affecting the Mortgagor, any endorser, co-maker, surety, or guarantor of the Obligations, or any of their respective properties, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire unpaid Obligations at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

Section 7.13 Waiver of Redemption, Notice, Marshalling, Etc.

Mortgagor hereby waives and releases, for itself and anyone claiming through, by, or under it, to the maximum extent permitted by the laws of the State:

(i) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment,

(ii) unless specifically required herein, all notices of default, or Mortgagee's actual exercise of any option or remedy under the Loan Documents, or otherwise, and

(iii) any right to have the Property marshalled.

Section 7.14 Discontinuance of Proceedings.

If Mortgagee shall have proceeded to enforce any right under any Loan Document and such proceedings shall have been discontinued or abandoned for any reason, then except as may be provided in any written agreement between Mortgagor and Mortgagee providing for the discontinuance or abandonment of such proceedings, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been instituted.

Section 7.15 Mortgagee's Actions.

Mortgagee may, at any time without notice to any Person and without consideration, do or refrain from doing any or all of the following actions, and neither the Mortgagor, any endorser, co-maker, surety or guarantor of the Obligations, nor any other Person (hereinafter in this Section collectively referred to as the "Obligor") now or hereafter liable for the payment and performance of the Obligations shall be relieved from the payment and performance thereof, unless specifically released in writing by Mortgagee: (a) renew, extend or modify the terms of any Note, this Mortgage, the Loan Agreement and the other Loan Documents, or any of them; (b) forbear or extend the time for the payment or performance of any or all of the Obligations; (c) apply payments by any Obligor to the reduction of the unpaid Obligations in such manner, in such amounts, and at such times and in such order and priority as Mortgagee may see fit; (d) release any Obligor; (e) substitute or release in whole or in part the Property or any other collateral or any portion thereof now or hereafter held as security for the Obligations without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage upon the Property which is not released or substituted, or the validity and priority of any security interest of the Mortgagee in such other collateral which is not released or substituted; (f) subordinate the lien of this Mortgage or the lien of any other security interest in any other collateral now or hereafter held as security for the Obligations; (g) join in the execution of a plat or replat of the Land (provided, however, notwithstanding the foregoing, Mortgagee will join in such plat or replat of the Land so long as such plat or replat is acceptable to Mortgagee); (h) join in and consent to the filing of a declaration of condominium or declaration of restrictive covenants regarding all or any part of the Land; (i) consent to the granting of

any easement on the Land; and (j) generally deal with any obligor or any other party as Mortgagee may see fit.

Section 7.16 Setoff.

Mortgagor hereby grants to Mortgagee a lien, security interest and a right of setoff as security for all liabilities and obligations of Mortgagor to Mortgagee, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Mortgagee or any entity under the control of Mortgagee, or in transit to any of them. At any time after the occurrence of and during the continuance of an Event of Default, without demand or notice, Mortgagee may set off the same or any part thereof and apply the same to any liability or obligation of Mortgagor, even though unmatured and regardless of the adequacy of any other collateral securing the Notes. ANY AND ALL RIGHTS TO REQUIRE MORTGAGEE TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL THAT SECURES THE NOTES, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF MORTGAGOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

Section 7.17 Other Remedies.

Mortgagee shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Mortgagor provided under the Loan Documents or by applicable Laws.

Article VIII
Hazardous Materials

Section 8.1 Hazardous Materials.

As used herein, the following terms shall have the following respective meanings:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613.

"Environmental Event" means (i) the generation, storage, disposal, removal, transportation or treatment of any Hazardous Substances on any of the Property (or on any real property adjoining or in the vicinity of the Property, if through soil or groundwater migration, such Hazardous Substances could have come to be located at the Property) or on any other property owned, occupied or operated by Mortgagor or any subsidiary of Mortgagor; (ii) the receipt by Mortgagor or any subsidiary of Mortgagor of any notice or claim of any violation of any Environmental Law or of any action based upon nuisance, negligence or other tort theory alleging liability on the basis of improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances on any of the Property or on any other affected property; or (iii) the presence or release or threat of release of any Hazardous Substances at or upon any of the Property or at other property of Mortgagor or any subsidiary of Mortgagor that has resulted in contamination or deterioration of any portion of the Property or other affected property resulting in a level of contamination greater than the levels permitted or established by any governmental agency having jurisdiction over Mortgagor or any subsidiary of Mortgagor, any of the Property or any such other property.

"Environmental Laws" means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or the release or threat of release of any materials into the environment, including, without limitation, Connecticut General Statutes, Title 22a, CERCLA and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-6987.

"Hazardous Substances" includes "hazardous waste", "pollution" and "contamination" as described or defined in Connecticut General Statutes, Title 22a, "hazardous substances" and "hazardous waste" as defined in CERCLA or in any Environmental Laws, as well as asbestos and materials containing asbestos.

Mortgagor covenants to comply strictly with (and to cause each tenant or occupant of any of the Property to comply strictly with) the requirements of all Environmental Laws and to notify Mortgagee promptly of the occurrence of any Environmental Event in violation of applicable law. Mortgagor hereby covenants to protect, indemnify and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee under or on account of any Environmental Laws and relating to the Property or any portion thereof, including, without limitation, the filing of a lien or claim for recovery of costs against the Property or Mortgagor by or in favor of any Governmental Authority; but excluding any loss, liability, damage or expense resulting from a release of Hazardous Substances which (i) occurs after foreclosure of this Mortgage or following and during the continuance of entry by Mortgagee as a mortgagee-in-possession and (ii) does not result in any manner from actions taken or circumstances existing on the Property prior to such foreclosure or entry.

In the event that Mortgagor or any tenant of Mortgagor or other occupant of any of the Property shall fail to comply strictly with the requirements of any Environmental Laws and, in the reasonable opinion of Mortgagee, the effect of such failure (singly or together with all other then existing failures to comply with any Environmental Laws) could have a material adverse effect on the use, salability or value of the Property and such failure continues uncured for 30 days after notice thereof from Mortgagee to Mortgagor, Mortgagee may declare an Event of Default to exist under this Mortgage and shall have the rights and remedies provided in this Mortgage and/or in the Loan Agreement consequent upon an Event of Default. Mortgagee, at its election and in its sole discretion, may (but is not obligated to) cure any failure on the part of Mortgagor or any such tenant to comply with any of the Environmental Laws and, without limitation, may take any of the following actions:

(a) arrange for the prevention and/or clean-up of any Hazardous Substances in or on the Property, and pay for such prevention and/or clean-up costs and associated costs;

(b) pay, on behalf of Mortgagor, any fines or penalties imposed on Mortgagor by any governmental agency or authority (federal, state or local) in connection with such failure to comply with any of the Environmental Laws; and

(c) make any other payment or perform any other act which will prevent or discharge a lien or claim by or in favor of any federal, state or local governmental agency or authority from attaching to or being asserted against the Property.

Mortgagee will give Mortgagor not less than 10 days' prior written notice before acting under any of clauses (a)-(c) above, except that Mortgagee may act after such shorter notice period as is reasonably practicable or upon no notice at all in the case of emergency (as reasonably determined by Mortgagee), including, without limitation, imminent risk of damage to, or forfeiture of, the Property or any material portion thereof or imminent threat of harm to any person in, on or in the vicinity of the Property. Any partial exercise by Mortgagee of the remedies herein set forth, or any partial undertaking on the part of Mortgagee to cure Mortgagor's failure to comply with any of the Environmental Laws, shall not obligate Mortgagee to complete the actions taken or require Mortgagee to expend further sums to cure Mortgagor's noncompliance; neither shall the exercise of any such remedies operate to place upon Mortgagee any responsibility for the operation, control, care, management or repair of the Property or make Mortgagee the "operator" of the Property within the meaning of any Environmental Laws or a so-called lender in possession. Any amount paid or costs incurred by Mortgagee as a result of the exercise by Mortgagee of any of the rights hereinabove set forth shall be paid by Mortgagor to Mortgagee

on demand, together with interest thereon at the rate set forth in Section 4.7, such interest to accrue from the date such amount was paid or cost incurred through the date of payment by Mortgagor. All such amounts and costs and the interest thereon, until paid, shall be added to and become a part of the obligations secured hereby; and Mortgagee, by making any such payment or incurring any such costs, shall be subrogated to any rights of Mortgagor to seek reimbursement from any third parties, including, without limitation, a predecessor-in-interest to Mortgagor's title who may be a "responsible party" under any Environmental Laws in connection with any Environmental Event.

The provisions of this Section 8.1 shall survive payment of the Loans and payment of the obligations described in the Loan Documents and the discharge of this Mortgage.

Article IX
Miscellaneous.

Section 9.1 Rights, Powers and Remedies Cumulative.

Each right, power and remedy of Mortgagee as provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or in any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Mortgagee of any or all such other rights, powers or remedies.

Section 9.2 No Waiver by Mortgagee.

No course of dealing or conduct by or among Mortgagee and Mortgagor shall be effective to amend, modify or change any provisions of this Mortgage or the other Loan Documents. No failure or delay by Mortgagee to insist upon the strict performance of any term, covenant or agreement of this Mortgage or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Mortgagee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, Mortgagee shall not be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee, or (c) Mortgagee's extending the time of payment or modifying the terms of this Mortgage or any of the other Loan Documents without first having obtained the consent of Mortgagor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, Mortgagee may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations and may extend the time of payment or otherwise modify the terms of this Mortgage or any of the other Loan Documents without in any way impairing or affecting the Lien of this Mortgage or the priority of this Mortgage over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Mortgage. Mortgagee may resort to the security or collateral described in this Mortgage or any of the other Loan Documents in such order and manner as Mortgagee may elect in its sole discretion.

Section 9.3 Waivers and Agreements Regarding Remedies.

Mortgagee shall not be required to marshal any present or future security for, or guarantees of, Mortgagor's obligations or to resort to any such security or guarantee in any particular order and

Mortgagor waives, to the fullest extent that it lawfully can, (i) any right it might have to require Mortgagee to pursue any particular remedy before proceeding against it and (ii) any right to the benefit of, or to direct the application of, the proceeds of any collateral until such obligations are paid in full. Without limitation of the foregoing, to the full extent that Mortgagor may lawfully do so, Mortgagor hereby:

(a) agrees that if an Event of Default shall occur hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, seek or claim to take advantage of any appraisement, valuation, stay, extension, redemption, moratorium or marshalling laws now or hereafter in force in the locality where the property subject to the lien of this Mortgage may be situated, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property, or the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and for itself and its successors and assigns hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws;

(b) waives all rights to a marshalling of the assets of Mortgagor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Property without any prior or different resort for collection, or the right of Mortgagee to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever,

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a Claim which could be tried in an action for money damages, such Claim may be brought in a separate action which shall not thereafter be consolidated with the foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the provisions of any Laws pertaining to the rights and remedies of sureties.

Section 9.4 Successors and Assigns.

All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the Land and shall apply to and bind the successors and assigns of Mortgagor (including any permitted subsequent owner of the Property), and inure to the benefit of Mortgagee, its successors and assigns.

Section 9.5 No Warranty by Mortgagee.

By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Mortgagor or to be given to Mortgagee pursuant to this Mortgage or any of the other Loan Documents, Mortgagee shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Mortgagee.

Section 9.6 Amendments.

This Mortgage may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 9.7 Severability.

In the event any one or more of the provisions of this Mortgage or any of the other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, or in the event any one or more of the provisions of the Loan Documents operates or would prospectively operate to invalidate this Mortgage or any of the other Loan Documents, then and in either of those events, at the option of Mortgagee, such provision or provisions only shall be deemed null and void and shall not affect the validity of the remaining Obligations, and the remaining provisions of the Loan Documents shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Section 9.8 Notices.

All Notices required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service or by certified United States mail, postage prepaid, addressed to the party to whom directed at the applicable address specified in the Preamble to this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by facsimile. Any Notice shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt; provided that service of a Notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Mortgage or in any other Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 9.9 Joint and Several Liability.

If Mortgagor consists of two (2) or more Persons, the term "Mortgagor" shall also refer to all Persons signing this Mortgage as Mortgagor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. Mortgagee may release, compromise, modify or settle with any of Mortgagor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of Mortgagor hereunder or under any Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of Mortgagor.

Section 9.10 Rules of Construction.

The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Mortgage in its entirety. The terms "agree" and "agreements" mean and include "covenant" and "covenants". The words "include" and "including" shall be interpreted as if followed by the words "without limitation". The headings of this Mortgage are for convenience of reference only and shall not be considered a part hereof and are not in any way intended to define, limit or enlarge the terms hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Loan Documents are to the same as extended, amended, restated, supplemented or otherwise modified from time to time unless expressly indicated otherwise, (d) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (e) to Articles or Sections are to the respective Articles or Sections contained in this Mortgage unless expressly indicated otherwise. Any term used or defined in the Uniform Commercial Code of the State, as in effect from time to time, which is not defined in this Mortgage shall have the meaning ascribed to that term in the Uniform Commercial Code of the State. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in

another Article of the Uniform Commercial Code of the State, the term shall have the meaning specified in Article 9.

Section 9.11 Governing Law.

This Mortgage shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State.

Section 9.12 Time of Essence.

It is specifically agreed that time is of the essence as to all matters provided for in this Mortgage.

Section 9.13 Survival of Warranties and Covenants.

The warranties, representations, covenants and agreements set forth in this Mortgage shall survive the making of the Loans and the execution and delivery of the Notes, and shall continue in full force and effect until all of the Obligations shall have been paid and performed in full.

Section 9.14 *[Intentionally Omitted.]*

Section 9.15 Forum.

Mortgagor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the State specified in the governing law section of this Mortgage and to the jurisdiction of any state court or any United States federal court sitting in the state in which any of the Property is located, over any Dispute. Mortgagor hereby irrevocably waives, to the fullest extent permitted by Law, any objection that Mortgagor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Mortgagor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the state specified in the governing law section of this Mortgage may be made by certified or registered mail, return receipt requested, directed to Mortgagor at its address for notice set forth in this Mortgage, or at a subsequent address of which Mortgagee received actual notice from Mortgagor in accordance with the notice section of this Mortgage, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Mortgagee to serve process in any manner permitted by Law or limit the right of Mortgagee to bring proceedings against Mortgagor in any other court or jurisdiction.

Section 9.16 **WAIVER OF JURY TRIAL.**

MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY MUTUALLY WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, ANY NOTE OR ANY OTHER LOAN DOCUMENTS OR OUR OF ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE MORTGAGEE TO ENTER INTO THIS MORTGAGE AND TO AMEND THE LOAN DOCUMENTS AS CONTEMPLATED HEREIN.

Section 9.17 **COMMERCIAL TRANSACTIONS; PREJUDGMENT REMEDIES.**

MORTGAGOR AND EACH MAKER, GUARANTOR AND ENDORSER OF ANY NOTE WHICH IS SECURED BY THIS MORTGAGE ACKNOWLEDGE THAT THE LOANS EVIDENCED BY THE NOTES AND SECURED BY THIS MORTGAGE ARE COMMERCIAL TRANSACTIONS AND THAT MORTGAGOR IS ENGAGED EXCLUSIVELY IN COMMERCIAL PURSUITS AND THAT THE PROCEEDS OF THE NOTES ARE TO BE UTILIZED IN THE BUSINESS ACTIVITIES OF MORTGAGOR AND WILL NOT BE

UTILIZED FOR CONSUMER PURPOSES; AND THEY AND EACH OF THEM HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZE MORTGAGEE'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.

Section 9.18 Entire Agreement.

The Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the Loans, and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Loan Documents. In particular, and without limitation, the terms of any commitment by Mortgagee to make the Loans are merged into the Loan Documents. Except as incorporated in writing into the Loan Documents, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

[Signature page follows.]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed, as an instrument under seal, as of the day and year first written above.

Signed and delivered in the presence of:

Deborah Nemeth
Print Name:

PATRICIA A. HALLIGAN
Print Name:

MORTGAGOR:

ANSONIA COPPER & BRASS, INC.

By: _____
Name: Stephen R. Turner
Title: Vice President-Finance

STATE OF CONNECTICUT)
) ss. Ansonia, OCTOBER 23, 2006
County of New Haven)

The foregoing instrument was acknowledged before me this 23rd day of October, 2006, by Stephen R. Turner who acknowledged himself to be the Vice President-Finance of Ansonia Copper & Brass, Inc., a Delaware corporation, and that as such officer of Ansonia Copper & Brass, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by himself as such officer.

IN WITNESS WHEREOF, I hereunto set ~~my~~ hand.

Patricia A. Halligan
Notary Public
My Commission Expires: AUG. 31, 2009

Exhibit A

Legal Description

PARCEL ONE:

Commencing at a point in the westerly line of North Main Street at the northeasterly corner of land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence along said westerly line of North Main Street and along the westerly line of Liberty Street, each in part, the following courses and distances: North 25°-16'-13" West, twenty-eight and ninety-five hundredths (28.95) feet; North 30°-43'-13" West, seven hundred (700.00) feet; North 05°-17'-58" West, four hundred thirty-nine and eighty-eight hundredths (439.88) feet to the southerly line of Third Street; thence South 85°-22'-46" West, two hundred twenty-nine and thirty-five hundredths (229.35) feet; thence North 31°-20'-03" West, one hundred sixty-nine and thirty-one hundredths (169.31) feet; North 35°-09'-04" West, three hundred forty-five and eleven hundredths (345.11) feet to the southerly line of Fourth Street and westerly line of North Fourth Street; thence along said westerly line of North Fourth Street by the following courses and distances: North 39°-54'-04" West, two hundred eighty-nine (289.00) feet; North 42°-08'-19" West, seventy-one and eighty hundredths (71.80) feet; North 31°-18'-04" West, two hundred one and forty-two hundredths (201.42) feet to other land of Atlantic Richfield Company; thence along said other land of Atlantic Richfield Company South 66°-19'-30" West, one hundred fifteen and twelve hundredths (115.12) feet to the easterly line of Penn. Central Railroad (Metro North); thence along said easterly line of Penn. Central Railroad (Metro North) by the following courses and distances: South 23°-40'-30" East, two hundred forty and forty-three hundredths (240.43) feet; South 66°-25'-23" West, ten (10.00) feet; South 23°-34'-37" East, two hundred forty and seventy-five hundredths (240.75) feet to the beginning of a curve having a radius of 5629.73 feet; thence along the arc of said curve having a radius of 5629.73 feet, six hundred nine and forty-seven hundredths (609.47) feet; South 29°-46'-47" East, one hundred three and forty-five hundredths (103.45) feet; south 31°-04'-47" East, sixty-six and twelve hundredths (66.12) feet; South 29°-46'-47" East, five hundred seventy-eight and fifty hundredths (578 .50) feet; North 60°-13'-13" East, three and four hundredths (3.04) feet; South 27°-36'-47" East, four hundred seventy-four and forty-five hundredths (474.45) feet to land now or formerly of Farrel-Connecticut Division an Emhart Unit; thence North 60°-12'-18" East, along said land now or formerly of Farrel-Connecticut Division an Emhart Unit, three hundred sixty-five and twenty-five hundredths (365.25) feet to said westerly line of North Main Street and point of commencement.

Said parcel contains 16.544 Acres more or less.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" = 80', Sept. 26, 1985", prepared by Clarke and Pearson Associates, Inc.

PARCEL TWO:

Commencing at a point at the terminus of the westerly line of River Road, also known as River Street and Riverside Drive, at the northeasterly corner of land now or formerly of Teledyne; thence along the terminus of River Road and land now or formerly of Farrel Connecticut Division an Emhart Unit by the following courses and distances: North 62°-54'-16" East, one hundred ninety (190.00) feet; South 17°-09'-42" East, one hundred eighty-five and nineteen hundredths (185.19) feet; North 72°-50'-18" East, eighty-three and twelve hundredths (83.12) feet; North 60°-19'-11" East, one hundred fifty-five (155.00) feet; South 53°-28'-26" East, two hundred ninety-six and seventy-two hundredths (296.72) feet to the westerly line of Penn Central Railroad (Metro North); thence along the said westerly line of the said Penn. Central Railroad (Metro North) by the following courses and distances: North 61°-56'-27" East, twenty-nine and eighty-eight hundredths (29.88) feet; North 27°-42'-47" West, six hundred seventy-one and eighty-three

hundredths (671.83) feet; North 19°-31'-27" West, two .hundred sixty-two and seventy-six hundredths (262.76) feet; North 29°-56'-17" West, five hundred thirty-eight and eighty-six hundredths (538.86) feet to the beginning of a curve having a radius of 5747.87 feet; thence northwesterly along the arc of said curve having a radius of 5747.87 feet three hundred seventy-seven and twenty-five hundredths (377.25) feet; North 29°-02'-04" West, one hundred five and eighty-four hundredths (105.84) feet to the beginning of a curve having a radius of 5754.40 feet; thence northwesterly along the arc of said curve having a radius of 5754.40 feet one hundred thirty-nine and sixty hundredths (139.60) feet; North.23°-34'-37" West along land now or formerly of Penn Central Railroad (Metro North), six hundred eight and fifty hundredths (608.50) feet; thence South 60°-13'-13" West, along land now or formerly of Penn Central Railroad (Metro North) one hundred twenty-eight and fifty-eight hundredths (128.58) feet; thence South 65°-34'-45" West along other land of Atlantic Richfield Company, eight hundred and thirty-eight hundredths (800.38) feet; thence South 23°-48'-52" East, one thousand nine hundred eighty-seven and ninety-eight hundredths (1987.98) feet to other land now or formerly of U.I. Co.; thence along said land now or formerly of U. I. Co. by the following courses and distances: North 66°-08'-04" East, thirty-six and fifty-six hundredths (36.56) feet; South 23°-51'-56" East, two hundred ninety (290.00) feet to said land now or formerly of Teledyne; thence North 62°-54'-16" East, four hundred twenty-eight and sixty-nine hundredths (428.69) feet to the said terminus of the westerly line of River Road and point of commencement.

Said parcel 51.957 Acres more or less.

Reference is hereby made to map entitled "Portion of Ansonia Parcel, Atlantic Richfield Company, Ansonia, Connecticut, Scale: 1" « 80', September. 26, 1985".

Together with the rights and benefits, subject to the obligations, if any, as contained in the following instruments:

1. Crossing rights, The New York, New Haven and Hartford Railroad to The Ansonia Brass and Copper Company, dated July 9, 1902, recorded in Volume 16, Page 550 of the Ansonia Land Records.

2. Pipe line rights, The Farrel Foundry and Machine Company to The Ansonia Brass and Copper Company, dated June 4, 1906, recorded in Volume 23, Page 113 of the Ansonia Land Records.

3. Right to have a tail race and right of entry as reserved in deed from The Ansonia Land and Water Power Company to Farrell Foundry and Machine Company dated September 25, 1869, recorded in Volume 48, Page 160 of the Ansonia Land Records.

4. Right of entry, flowage and freedom from obstruction-as reserved in deeds from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company, dated August 21, 1871 and January, 1873, recorded in Volume 48, Page 393 and Volume 48, Page 582, respectively, of the Ansonia Land Records. See also Modifications and Partial Releases dated May 24, 1906, recorded in Volume 21, Page 408 of the Ansonia Land Records; dated March 18, 1907, recorded in Volume 23, Page 102 of the Ansonia Land Records; and dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

5. Tail race and water gauge as reserved in deed from Ansonia Land and Water Power Company to Farrel Foundry and Machine Company dated April 24, 1882, recorded in Volume 61, Page 231 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

6. Right of Entry, The Farrel Foundry and Machine Company to Ansonia Land and Water Company dated May 3, 1882, recorded .in Volume 61, Page 247 of the Derby Land Records.

7. Reservations for free flow, of water. as reserved in dead from Ansonia Land and Water Company to The Clemons Foundry and Machine Company dated May 17, 1882, recorded in Volume 61, Page 239 of the Derby Land Records. See, however, Partial Release of Reservation dated June 1, 1934, recorded in Volume 61, Page 173 of the Ansonia Land Records.

8. Option to repurchase as in deed from The Ansonia Land and Water Power Company to The Farrel Foundry & Machine Company dated December 22, 1905, recorded in Volume 21, Page 215 of the Ansonia Land Records. See, however, partial release of that option, The American Brass Company to Farrel-3irmingham Company dated March 14, 1938, recorded in Volume 63, Page 308 of the Ansonia Land Records.

9. Reservations as to passageways, etc., The American Brass Company to The New York, New Haven and Hartford Railroad Company dated July 7, 1921, recorded in Volume 41, Page 547 of the Ansonia Land Records.

10. Grade crossing agreement by and between The New York, New Haven and Hartford Railroad Company and The American Brass Company dated November 14, 1955, recorded in Volume 88, Pace 116 of the Ansonia Land Records. See also, Supplemental Indenture of the same parties dated November 5, 1957, recorded in Volume 96, Page 8 of the Ansonia Land Records.

11. Rights and reversion as contained in a certain quit claim deed from The American Brass Company to the City of Ansonia dated September 30, 1960, recorded in Volume 108, Page 222 of the Ansonia Land Records.

12. A certain deed from Atlantic Richfield Company to American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 298 of the Ansonia Land Records.

13. Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records and also recorded 12/6/85 in the Seymour Land Records.

Parcel 3

All that certain piece or parcel of land located in the Town of Ansonia, County of New Haven, State of Connecticut, more particularly bounded and described as follows:

Commencing at a point in the northerly line of land now or formerly of United Illuminating Co. and the southeast corner of the within described parcel; thence S 65° 54' W 233.44 feet to a point; thence along land now or formerly of William Sloane and along land now or formerly of J. E. Remer, N 32° 00' W 80 feet, more or less; thence along land now or formerly of C. H. Pine N 32° 00' W 110 feet, more or less, and 102 feet, more or less; thence along land now or formerly of W. A. Barnes, along land now or formerly of D. K. Leach and along land now or formerly of G. Peck N 32° 00' W 315 feet, more or less, to a point; thence along land now or formerly of G. Peck 105 feet, more or less, to a point; thence along land now or formerly of P. I. Baldwin and land now or formerly of William Shea N 16° W 30 feet, more or less, and N 8° 30' E 113.52 feet to a point; thence along land now or formerly of J. Shea S 69° 15' E 44.22 feet to a point; thence along land now or formerly of J. Shea and land now or formerly of J. E. Shay N 5° 30' E 178.20 feet to a point; thence along land now or formerly of J. Vartellas and land now or formerly of H. Mudry N 10° W, 20 feet, more or less, and N 16° 27' 40" W 175.06 feet to a point; thence

along land now or formerly of Girard L. and Donald F. Clemons the following courses and distances, N 30° 10' 45" W 926.66 feet; N 10° 10' 00" W 163.68 feet; N 81° 17' E 40 feet; N 0° 58' 30" W 685.43 feet, more or less; and N 37° 17' 30" W 498.30 feet to a point; thence along land now or formerly of the City of Ansonia N 5° 27' W 207.90 feet; thence along land now or formerly of A. W. Beard Const. Corp. N 69° 03' E 370 feet, more or less to a point; thence along land now or formerly of A. W. Beard Const. Corp. and land of State of Connecticut, 1200 feet, more or less, to a point; thence N 57° 37' 50" W 59 feet, more or less, to a point; thence N 12° 36' 30" W 108.85 feet to a point in the Seymour-Ansonia town line; thence in a northeasterly direction, an unspecified distance to a point in the Seymour-Ansonia town line; thence in a northeasterly direction 450 feet, more or less, to a point in land now or formerly of New York, New Haven & Hartford Rail Road Co.; thence along land of said railroad the following courses and distances, a radius of 1470.85, 900 feet, more or less, a radius of 1974.11, 157.92 feet, more or less, S 32° 26' 25" E, 556.10 feet, more or less, S 30° 96' 50" E 463 feet, more or less, S 30° 03' E 870 feet, more or less, to a point; thence S 65° 34' 45" W 800.38 feet; thence S 23° 48' 52" E 1987.98 feet to land now or formerly of United Illuminating Co. and the point and place of beginning.

Together with certain rights created under Water Process Agreement by and between Atlantic Richfield Company and American Brass Company, L.P. dated 11/20/85, recorded in Volume 204, page 317 of the Ansonia Land Records.

EXCEPTING FROM SAID PARCELS 2 AND 3 , Lot 2 and Lot 3 on that certain map entitled, "WOODLOT SUBDIVISION" prepared for CLARENCE STREET, LLC, 77 CLARENCE STREET BRIDGEPORT, CT 06608-2225 Scale 1" = 100' prepared by Diversified Technologies Corporation, which map is on file in the Ansonia Town Clerk's Office, and as more fully described in a deed from Ansonia Copper & Brass, Inc to Clarence Street, LLC dated July 13, 1998 and recorded in Volume 312 at page 673 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, A certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Valley Contractor and Supply Company, LLC by Quit Claim dated February 8, 2005 and recorded in Volume 416 at page 1188 of the Ansonia Land Records

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Teodosio & Sons Construction Company, L.L.C. by Quit Claim Deed dated November 29, 2005 and recorded in Volume 433 at page 372 of the Ansonia Land Records.

FURTHER EXCEPTING FROM SAID PARCELS 2 AND 3, a certain piece or parcel of land conveyed by Ansonia Copper & Brass, Inc to Sheehy & Dillon, Trustees by Quit Claim Deed dated July 27, 2006 and recorded in Volume 446 at page 560 of the Ansonia Land Records.

SECOND AMENDED AND RESTATED REVOLVING LOAN NOTE

$23,750,000.00

Original Date: October 1, 2004
Previously Amended and Restated: July 19, 2006
Further Amended and Restated: October 18, 2006

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Borrower**"), promises to pay to the order of **BANK OF AMERICA, N.A.** (as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation) (the "**Lender**"), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal amount of **TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($23,750,000.00)** or so much of such principal amount as shall be outstanding and unpaid on December 31, 2006.

This Revolving Loan Note (this "**Note**") is the **Revolving Loan A Note** referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Bank of America, N.A., as assignee of Fleet Precious Metals Inc., dated October 1, 2004 (as amended from time to time, the "**Loan Agreement**"), and is entitled to all of the benefits and security of the Loan Agreement. All of the terms, covenants and conditions of the Loan Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan Agreement. This Note amends and restates and is issued in substitution for and replacement of that certain Amended and Restated Revolving Loan Note dated July 19, 2006 in the face principal amount of $9,750,000 issued by the Borrower in favor of the Lender, which Amended and Restated Revolving Loan Note previously amended and restated and was previously issued in substitution for and replacement of that certain original Revolving Loan Note dated October 1, 2004 in the face principal amount of $8,000,000 issued by the Borrower in favor of Fleet Capital Corporation.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate as more specifically provided in the Loan Agreement. The interest due shall be computed in the manner provided in the Loan Agreement.

Except as otherwise expressly provided in the Loan Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

The Borrower may terminate the Loan Agreement and, in connection with such termination, prepay this Note in the manner provided in Paragraph 9 of the Loan Agreement.

The Borrower shall pay a late payment fee equal to five percent (5%) of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: RAYMOND McGEE
Title: PRESIDENT

Exhibit B-2

TERM PROMISSORY NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000),** together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Term Promissory Note (the **"Note"**) is the Term Note referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of the Term Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred, the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) Principal shall be due and payable in thirty-five (35) equal consecutive installments of principal in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) commencing on the first Business Day of November, 2004 and continuing on the first Business Day of each month thereafter until the first Business Day of September, 2007; and

(c) The entire remaining principal amount then outstanding, together with any and all other amounts due hereunder, shall be due and payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this

Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name:
Title: President

EQUIPMENT LOAN NOTE

$1,000,000.00 October 1, 2004

FOR VALUE RECEIVED, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (hereinafter, **"Borrower"**), hereby promises to pay to the order of **FLEET CAPITAL CORPORATION,** a Rhode Island corporation (hereinafter, **"Lender"**), at the office of the Lender, located at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, in lawful money of the United States of America and in immediate available funds, the principal sum of **ONE MILLION DOLLARS ($1,000,000),** together with interest from and after the date hereof on the unpaid principal balance outstanding as hereinafter set forth.

This Equipment Loan Note (the **"Note"**) is one of the Equipment Loan Notes referred to in, and is issued pursuant to, that certain Loan and Consignment Agreement between the Borrower, the Lender and Fleet Precious Metals Inc. (**"FPM"**) dated the date hereof (hereinafter, as amended from time to time, the **"Loan and Consignment Agreement"**), and is entitled to all of the benefits and security of the Loan and Consignment Agreement. All of the terms, covenants and conditions of the Loan and Consignment Agreement and the Security Documents are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used herein, unless otherwise specifically defined in this Note, shall have the meanings ascribed to them in the Loan and Consignment Agreement.

The rate of interest in effect hereunder shall be calculated with reference to the Base Rate or LIBOR, as applicable, as more specifically provided in the Loan and Consignment Agreement. The interest due shall be computed in the manner provided in the Loan and Consignment Agreement.

Except as otherwise expressly provided in the Loan and Consignment Agreement, if any payment on this Note becomes due and payable on a day other than a Business Day, the maturity there of shall be extended to the next succeeding Business Day, and with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any portion of an Equipment Loan evidenced by this promissory note constitutes a LIBOR Rate Loan, and an extension of the maturity of any payment hereon would cause the maturity thereof to occur during the next calendar month, then such payment shall mature on the next preceding Business Day.

For so long as no Event of Default shall have occurred the principal amount and accrued interest of this Note shall be due and payable on the dates and in the manner hereinafter set forth:

(a) Interest shall be due and payable monthly, in arrears, on the first Business Day of each month, commencing on November 1, 2004, and continuing until such time

as the full principal balance, together with all other amounts owing hereunder, shall have been paid in full;

(b) all principal amounts advanced under the Equipment Loan in the first twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is one (1) year after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007;

(c) all principal amounts advanced under the Equipment Loan in the second twelve (12) month period of the Equipment Loan shall be payable in equal consecutive monthly installments of principal, assuming a five (5) year equal amortization, commencing on the first Business Day of the month which is two (2) years after the date of this Equipment Note and continuing on the first Business Day of every month thereafter until the first Business Day of September, 2007, with a final payment of all outstanding principal and unpaid interest on October 1, 2007; and

(d) all principal amounts advanced under the Equipment Loan in the third twelve (12) month period of the Equipment Loan shall be payable on October 1, 2007.

Notwithstanding the foregoing, the entire unpaid principal balance and accrued interest on this Note shall be due and payable immediately upon any termination of the Loan and Consignment Agreement pursuant to Paragraph 9 thereof.

The Borrower shall pay a late payment fee equal to 5% of the amount of any installment of principal or interest, or both, required hereunder which is received by Lender more than ten (10) days after the due date thereof.

Upon the occurrence and continuation of any one or more of the Events of Default specified in the Loan and Consignment Agreement which have not been cured by Borrower or waived by Lender, Lender may declare all Obligations evidenced hereby to be immediately due and payable (except with respect to any Event of Default set forth in subparagraph 16.1(f) of the Loan and Consignment Agreement, in which case all Obligations evidenced hereby shall automatically become immediately due and payable without the necessity of any notice or other demand) without presentment, demand, protest or any other action or obligation of the Lender. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies set forth in the Loan and Consignment Agreement and the Security Documents.

Time is of the essence of this Note. The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Note. No delay or failure on the part of the Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by the Lender of any right or remedy preclude any other right or remedy. The Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against the Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to the Borrower. The Borrower agrees that, without releasing or impairing the Borrower's liability hereunder, the Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

The validity, interpretation and enforcement of this promissory note shall be governed by the internal laws of the state of Connecticut without giving effect to the conflict of laws principles thereof.

The next page is a signature page

P114519.6

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized officer on the day and year first above written.

WITNESS:

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name:
Title: PRESIDENT

Exhibit C

Certain Provisions of Loan Agreement
relating to Interest Rates

As to Revolving Note A:

Commencing October 18, 2006, the outstanding principal balance of each Advance under the Revolving Loan A shall bear interest at a rate per annum equal to the Prime Rate plus one and three quarters of one percent (1.75%). Mortgagor shall pay interest on the Revolving Loan A, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Revolving Loan A Indebtedness at any time without premium or penalty.

Commencing October 18, 2006, Mortgagor shall pay to Mortgagee, for all Letters of Credit issued by Mortgagee, a fee equal to three and three quarters of one percent (3.75%) per annum of the aggregate face amount of such Letters of Credit, plus all normal and customary charges associated with the issuance thereof, which fees and charges shall be deemed fully earned upon issuance of each Letter of Credit, shall be due and payable on the first Business Day of each month and shall not be subject to rebate or proration.

As to Term Note:

Commencing October 18, 2006, the outstanding principal balance of the Term Loan shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). Mortgagor shall pay interest on the outstanding principal balance of the Term Loan, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Term Loan at any time without premium or penalty.

As to Equipment Loan Note:

Commencing October 18, 2006, the outstanding principal balance of all outstanding Equipment Loans shall bear interest at a rate per annum equal to the Prime Rate plus two percent (2.00%). Mortgagor shall pay interest on the outstanding principal balance of the Equipment Loans, in arrears on each Interest Payment Date. Mortgagor shall have the right to prepay the Equipment Loans at any time without premium or penalty.

For purposes of all of the above:

"Prime Rate" means the variable per annum rate of interest so designated from time to time by Bank of America, N.A. (as successor to Fleet National Bank) as its "prime rate"; the Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer; interest based upon the Prime Rate shall be calculated daily as to the outstanding principal balance on the basis of a 360 day year counting the actual number of days elapsed and shall change on the effective date of each change in the Prime Rate, without notice or demand of any kind.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

Form B 1191-68C

LOAN POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)

Issued by

Lawyers Title Insurance Corporation

Lawyers Title Insurance Corporation
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Lawyers Title

LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
www.landam.com

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Lawyers Title Insurance Corporation
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Lawyers Title Insurance Corporation, and look forward to meeting your future title insurance needs.

Lawyers Title Insurance Corporation
is a member of the LandAmerica family of title insurance underwriters.

LandAmerica Lawyers Title

INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT ("**Agreement**") dated as of October 1, 2004, between **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with offices at 111 Westminster Street, Providence, Rhode Island 02903 ("**FPM**"); and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation with offices at 200 Glastonbury Blvd., Glastonbury, Connecticut 06033 ("**FCC**") (FPM and FCC may hereinafter be referred to, individually, as a "**Lender**" and, together, as the "**Lenders**.

STATEMENTS OF FACT

A. Pursuant to that certain Loan and Consignment Agreement, dated the date hereof, between **ANSONIA COPPER & BRASS, INC.**, a Delaware corporation, with its principal place of business at 75 Liberty Street, Ansonia, Connecticut 06401 (the "**Company**") and the Lenders (which Loan and Consignment Agreement, as amended, modified or supplemented from time to time together with any instrument, document or agreement which may hereafter be substituted therefor and together with any other agreement or instrument required or delivered thereunder or executed in connection herewith, are hereinafter collectively referred to as the "**Loan and Consignment Agreement**"), the Lenders have extended credit facilities to the Company.

B. Pursuant to that certain Security Agreement, dated the date hereof, between the Company and the Lenders (which Security Agreement, as amended, modified or supplemented from time to time together with any instrument, document or agreement which may hereafter be substituted therefor and together with any other agreement or instrument required or delivered thereunder or executed in connection herewith, are hereinafter collectively referred to as the "**Security Agreement**"), the Company has granted the Lenders a security interest in all of its assets (excluding real property) in order to secure the payment and performance of all obligations, liabilities and indebtedness of the Company to the Lenders under the Loan and Consignment Agreement.

C. Pursuant to that certain Limited Guaranty Agreement, dated the date hereof, of Raymond McGhee (the "**Guarantor**") in favor of the Lenders (which Guaranty Agreement, as amended, modified or supplemented from time to time together with any instrument, document or agreement which may hereafter be substituted therefor and together with any other agreement or instrument required or delivered thereunder or executed in connection herewith, are hereinafter collectively referred to as the "**Guaranty Agreement**"), the Guarantor has, subject to the limitations therein set forth, guaranteed the payment and performance of all obligations, liabilities and indebtedness of the Company to the Lenders pursuant to the Loan and Consignment Agreement.

D. The Lenders desire to agree on certain rights, priorities and interests as between themselves.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed as follows:

1. DEFINITIONS

All capitalized terms used herein without definition shall have the meanings assigned by the Loan and Consignment Agreement. When used herein, the terms set forth below shall be defined as follows:

1.1. Acceleration Date means the date upon which the Lenders send written notice to the Company of (a) a default under; or (b) termination of; or (c) acceleration of; or (d) demand for payment under, the Loan and Consignment Agreement.

1.2. Collateral means all collateral in which the Lenders have been granted a security interest pursuant to the Security Agreement.

1.3. FCC Claim means all indebtedness, liabilities and obligations of the Company to FCC under the Loan and Consignment Agreement.

1.4. FCC Senior Collateral means the sum of:

(a) all the Company's Receivables (exclusive only of (x) proceeds as to which FPM shall be entitled to priority under Paragraph 1.6(b) hereof), plus

(b) all the Company's Equipment, plus

(c) all proceeds of the foregoing; minus

(d) Collateral having a value equal to the sum of (i) the Consignment Reserve existing on the Acceleration Date, plus (ii) the Forward Contract Reserve existing on the Acceleration Date.

1.5. FPM Claim means all indebtedness, liabilities and obligations of the Company to FPM under the Loan and Consignment Agreement.

1.6. FPM Senior Collateral means the sum of:

(a) all of the Company's Inventory; plus

(b) all proceeds of the Company's Inventory created or arising after the Acceleration Date; plus

(c) Collateral, other than the Collateral described in subparagraphs 1.6(b)(i) and (ii) hereof, having a value equal to the sum of (x) the Consignment Reserve existing on the Acceleration Date, plus (y) the Forward Contract Reserve existing on the Acceleration Date.

1.7. Obligations means the sum of the FCC Claim and the FPM Claim.

2. INTERCREDITOR AGREEMENT

2.1. Collateral

(a) The Company has granted to the Lenders a security interest in the Collateral to secure the Obligations. Regardless of anything contained in the Loan and Consignment Agreement, the Guaranty Agreement, or the Security Agreement or the time or order of attachment, or the time, order, or manner of perfection of the security interest or liens granted thereby, or the time or order of filing of financing statements, or otherwise, under the Uniform Commercial Code or other law of any jurisdiction applicable or in which such filing or recordation has been made, or the giving of or failure to give notice of the acquisition or expected acquisition of purchase money or other mortgage or security interests:

(i) the liens and security interests granted to FCC in the FCC Senior Collateral shall be prior to the liens and security interests granted to FPM in the FCC Senior Collateral; and

(ii) the liens and security interests granted to FPM in the FPM Senior Collateral shall be prior to the liens and security interests granted to FCC in the FPM Senior Collateral.

(b) All realizations of the FCC Senior Collateral shall be distributed, first, to FCC to pay the FCC Claim and, second, to FPM in payment of the FPM Claim.

(c) All realizations of the FPM Senior Collateral shall be distributed, first, to FPM to pay the FPM Claim and, second, to FCC in payment of pay the FCC Claim.

2.2. Guaranty Agreement.

(a) All realizations upon the Guaranty Agreement, after paying all costs of collection thereof, shall be shared and distributed to the Lenders according to each Lender's "Pro-Rata Share" (as hereinafter defined).

(b) The "Pro-Rata Share", if any, of each Lender shall be defined, in the case of FCC, as the sum of the total unpaid principal balance of the dollar obligations, if any, plus any unpaid interest and other fees outstanding under the FCC Claim on the Acceleration Date (as evidenced by the books and records of FCC) plus outstanding and unreimbursed Letters of Credit, if any, under the FCC Claim on the Acceleration Date, and in the case of FPM, as the sum of the total unpaid principal balance of the dollar obligations, if any, plus the dollar value (as determined in accordance with Paragraph 2.2 of the Loan and Consignment Agreement) of the total unpaid balance of pounds of consigned copper, if any, plus one-fifth (1/5) of the face amount of issued and outstanding Forward Contracts under the FPM Claim, if any, plus any unpaid purchase price or other consignment fees, interest, premiums and other fees outstanding under the FPM Claim on the Acceleration Date (as evidenced by the books and records of FPM), divided, in the case of both Lenders, by the total unpaid principal balance of all dollar obligations, if any, plus outstanding and unreimbursed Letters of Credit, if any, plus the dollar value (as determined in accordance with Paragraph 2.2 of the Loan and Consignment Agreement) of the total unpaid balance of pounds of consigned copper, if any, plus one-fifth (1/5) of the face amount of the issued and outstanding

Forward Contracts, if any, plus any unpaid purchase price or other consignment fees, interest, premiums and other fees outstanding under the FCC Claim and the FPM Claim on the Acceleration Date (as determined by the books and records of the Lenders). At such time as any contingent liability included in the calculation of each Lender's Pro-Rata Share is terminated without actual liability being incurred, each Lender's Pro-Rata Share shall be recalculated and proceeds of Guaranty Agreement shall be distributed in accordance with such recalculation of Pro-Rata Share.

2.3. Benefit. The priority of any interest, liens or security interests which is not established, altered, or specified herein shall exist and continue in accordance with the applicable provisions of law. This Agreement is solely for the purpose of establishing the relative priorities of the Lenders among themselves and shall not inure to the benefit of any person or entity other than the Lenders and their respective successors and assigns. All of the terms of this Agreement shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. This Agreement is for the exclusive benefit of the Lenders and does not, and shall not be deemed to create any rights or priorities in any other person, including, without limitation, the Company.

3. MISCELLANEOUS

3.1. Notices Hereunder. All notices and other communications hereunder shall be in writing, except as otherwise provided in this Agreement; and shall be sent by any one of the following: certified mail, return receipt requested; overnight courier; confirmed telecopier; or by hand and shall be addressed to each of the Lenders at its address set forth in the Loan and Consignment Agreement. Notices shall be deemed effective three (3) days after deposit in the mail, if sent by certified mail; the next Business Day (as defined in the Loan and Consignment Agreement), if sent by overnight courier; upon confirmation, if sent by confirmed telecopier; and upon delivery, if sent by hand. The address of any party hereto for such demands, notices and other communications may be changed by giving notice in writing at any time to the other party hereto.

3.2. Contesting Liens or Security Interests. The Lenders hereby covenant and agree not to challenge or contest the validity or perfection of any security interest held by the other Lenders consistent with the other provisions of this Agreement. Each Lender's respective interests, liens and security interests shall for the purposes hereof be presumed to be valid, perfected and enforceable unless such interest, lien or security interest is challenged by a third person and such interest, lien or security interest is finally determined to be invalid, unperfected or unenforceable. For the purposes hereof, such issues shall be deemed to have been finally determined in the event there is a judicial determination to such effect and all applicable appeals periods have expired or if the holder of the interest, lien or security interest being challenged consents to, admits, or acquiesces in such challenge, or fails in a timely manner to defend against, any such challenge. In the event that any Lender shall receive or hold any collections or proceeds in violation of the terms of this Agreement, such collections or proceeds shall be held in trust for the benefit of and shall be immediately paid over or delivered and transferred to the Lenders entitled thereto. Each Lender hereby agrees to cooperate in the defense of any action contesting the validity, perfection, priority or enforceability of such liens or security interests consistent with the other provisions of this Agreement.

3.3. Insurance. Proceeds of the Collateral include insurance proceeds, and therefore the priorities set forth in Paragraph 2.1 govern the ultimate disposition of insurance proceeds. The Lender having a senior security interest or lien on any Collateral insured shall have the sole and exclusive right, as against the other Lender, to adjust settlement of insurance claims in the event of any covered loss, theft or destruction of such Collateral. All proceeds of such insurance shall inure to the Lender with the senior claim, and the other Lender shall cooperate (if necessary) in a reasonable manner, including joining in instructions to the insurance companies involved, in effecting the payment of insurance proceeds to the senior Lender.

3.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement (including Company and the Guarantor).

3.5. Agreement Controls. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, the rights, priorities and interest of the Lenders in the Collateral, as between themselves, are and shall be exclusively controlled by the terms of this Agreement.

3.6. Severability. In the event any part of this Agreement is found to be unenforceable in any jurisdiction, the remaining provisions of this Agreement shall be binding with the same effect as though the unenforceable part were deleted; provided, however, such provision shall continue to be enforceable in all other jurisdictions; and provided, further, however, that if a court finds such provision to be unenforceable, such court shall be entitled to modify such provision in order to make the same enforceable.

3.7. Assignment. No Lender shall sell, assign or transfer its security interest in, respectively, the Collateral, except in accordance with the provisions of the Loan and Consignment Agreement.

The next page is a signature page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

FLEET PRECIOUS METALS INC

By: _____
Title:

FLEET CAPITAL CORPORATION

By: _____
Title: SVP

SECRETARY'S CERTIFICATE

ANSONIA COPPER & BRASS, INC.

I, Stephen R. Turner, certify that I am the secretary of Ansonia Copper & Brass, Inc., a Connecticut corporation (the "**Corporation**"), and that as such secretary I am authorized to execute and deliver this Certificate in the name of and on behalf of the Corporation. I hereby certify on behalf of the Corporation that:

1. Attached hereto as Exhibit A is a true, correct, and complete copy of the amended and restated certificate of incorporation of the Corporation. Such certificate is in full force and effect on the date hereof and has not been amended, altered or repealed since the date of its adoption.

2. Attached hereto as Exhibit B is a true, correct, and complete copy of the bylaws of the Corporation. Such bylaws is in full force and effect on the date hereof and have not been amended, altered or repealed since the date of their adoption.

3. Attached hereto as Exhibit C is a true, correct, and complete copy of resolutions duly adopted by the Directors of the Corporation. Such resolutions are in full force and effect on the date hereof and have not been amended, altered or repealed since the date of their adoption.

4. The persons named below hold the respective offices of the Corporation set out at the left of their respective names and the signatures at the right of said names, respectively, are the genuine signatures of said officer.

Title	Name	Specimen Signature
Chief Executive Officer	Raymond L. McGee	Raymond L McGee
Secretary, Vice President Finance and Chief Financial Officer	Stephen R. Turner	SRTurner

5. Subscribed below is my true and genuine signature.

Dated: October 1, 2004

SRTurner

Stephen R. Turner
Secretary

Bank of America

Edgar Ezerins
Senior Vice President
Senior Client Manager
North East Loan Administration
Business Capital

Bank of America
CT2-545-01-05
200 Glastonbury Boulevard
Glastonbury, CT 06033

Tel 860.368.6024
Fax 860.368.6029
edgar.ezerins@bankofamerica.com

April 5, 2007

Mr. Raymond L. McGee
Mr. Steven Turner
Ansonia Copper & Brass, Inc.
75 Liberty Street
Ansonia, Connecticut 06401

Gentlemen:

Reference is hereby made to (a) the Loan and Consignment Agreement dated as of October 1, 2004, as amended (the "Loan Agreement"), by and among Ansonia Copper & Brass, Inc., a Delaware corporation (the "Company"), and Bank of America, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation (in such capacities, the "Bank"), and (b) the Limited Guaranty Agreement of Raymond L. McGee (the "Guarantor") dated as of October 1, 2004 by the Guarantor in favor of the Bank. All capitalized terms used herein without definition shall have the meanings assigned to such terms in the Loan Agreement.

The Company and the Guarantor have previously acknowledged and agreed, and by their execution of this letter, do hereby further acknowledge and agree (a) that various Events of Default (as defined in the Loan Agreement) have occurred and are continuing (the "Existing Events of Default"), and (b) as a result of the occurrence and continuance of the Existing Events of Defaults, the Bank is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding Obligations of the Company, the right to make demand for payment upon the Guarantor, the right to impose the applicable default interest rate under the Loan Agreement, the right to refuse to make additional Revolving Loans or extend further credit to the Company, and the right to take enforcement actions against the Company, the Guarantor and the collateral securing the Obligations. As of the date hereof, the Bank has elected not to exercise any such rights, but has expressly reserved, and continues to reserve, the right to exercise any and all such rights at any time in the future.

At the request of the Company, the Bank previously consented to certain proposed sale transactions between the Company and each of Eugro International and United Stars Holding, Inc. The Company has advised the Bank that negotiations with Eugro International and United Stars Holding, Inc. have ceased and the Company no longer intends to pursue such sale transactions. This letter shall confirm that all consents previously given by the Bank to such proposed sale transactions are hereby terminated, null and void.

The Company has also advised the Bank that the Company has retained or intends to retain NatCity Investments, Inc. to serve as investment banker to the Company to raise sufficient debt and/or equity capital (the "New Financing") to, among other things, repay all outstanding Obligations of the Company to the Bank.

USA
2000-2004
US Olympic Teams

Recycled Paper

By their execution below, the Company and the Guarantor each represent, warrant, ratify, affirm, covenant, acknowledge and agree that (a) as of the close of business on April 3, 2007, the Obligations consist of (i) $10,605,581.77 principal amount of Revolving Loans, (ii) $499,999.90 principal amount of Term Loans, (iii) $163,750.72 principal amount of Equipment Loans, and (iv) accrued and unpaid interest and fees in respect of the foregoing, (b) notwithstanding anything to the contrary set forth in this letter, the Revolving Loan Note, the Equipment Loan Note, the Term Note or any other document or instrument executed or delivered by the Company or the Lender prior to the date of this letter, all Obligations of the Company of every kind (including, without limitation, obligations under the Revolving Loan A, the Term Loan and the Equipment Loan) shall be due and payable in full on the earlier to occur of (i) May 31, 2007 and (ii) the date the Bank elects to accelerate the maturity of the Obligations by written notice to the Company, which notice may be given by the Bank to the Company at any time, (c) the Loan Agreement and the Security Documents represent the valid, enforceable and collectible obligations of the Company and the Guarantor, (d) the Company and the Guarantor do not have any claims, causes of action, defenses, or rights of set off against the Bank, (e) the Company and the Guarantor hereby release, waive, and forever discharge the Bank (together with its predecessors, successors and assigns) from any and all actions, causes of action, suits, debts, defenses, rights of set off, or other claims whatsoever, in law or in equity, known or unknown against the Bank, (f) nothing herein shall be deemed to constitute a release or relinquishment of the security interests, liens and rights of the Bank, all of which security interests, liens and rights are hereby ratified and confirmed, (g) the Bank has not waived, and nothing herein shall be deemed to constitute a waiver by the Bank of, the Existing Events of Default, (h) the Company has made its own independent decision to retain NatCity Investments, Inc., the Bank has not instructed or directed the Company to retain NatCity Investments Inc., and notwithstanding anything to the contrary set forth in any engagement letter or other agreement between the Company and NatCity Investments, Inc., the Bank does not have, and shall not be deemed to have, any liabilities or obligations whatsoever to NatCity Investments, Inc. in connection with the Company's engagement of NatCity Investments, Inc., including, without limitation, any liabilities or obligations to pay and fees, expenses or other amounts to NatCity Investments, Inc., all of which liabilities and obligations are the sole responsibility of the Company, (i) the Company will use its best efforts to obtain and consummate the New Financing and to repay all outstanding Obligations of the Company to the Bank as soon as possible, (j) the Company will continue to cause the outstanding principal amount of the Obligations of the Company to the Bank to be reduced on a weekly basis in amounts acceptable to the Bank, and (k) all financial information that the Company has delivered to the Bank, and all financial information that the Company will in the future deliver to the Bank, including, without limitation, all Borrowing Formula Certificates, is and will be true and correct in all material respects.

This letter shall confirm that although (a) the Bank has elected not to exercise its rights and remedies against the Company or the Guarantor at this time, and (b) the Bank may, in its discretion, continue to make Revolving Loans to the Company notwithstanding the Existing Events of Default, the Bank does not have any present intention of making any Revolving Loans to the Company in excess of the Borrowing Formula A, and the Bank may, at any time, refuse to make any additional Revolving Loans to the Company for any reason, or to exercise any rights or remedies that may be available to the Bank under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which rights are expressly reserved.

Bank of America, N.A.

By:_____
Name: Edgar Ezerins
Title: Senior Vice President

ACKNOWLEDGED AND AGREED AS OF THIS ___ DAY OF APRIL, 2007:

COMPANY

ANSONIA COPPER & BRASS, INC.

By:_____
Name:
Title:

GUARANTOR

_____
Raymond L. McGee

Bank of America

Edgar Ezerins
Senior Vice President
Senior Client Manager
North East Loan Administration
Business Capital

Bank of America
CT2-545-01-05
200 Glastonbury Boulevard
Glastonbury, CT 06033

Tel 860.368.6024
Fax 860.368.6029
edgar.ezerins@bankofamerica.com

April 12, 2007

Mr. Raymond L. McGee
Mr. Steven Turner
Ansonia Copper & Brass, Inc.
75 Liberty Street
Ansonia, Connecticut 06401

Gentlemen:

Reference is hereby made to the following documents: (a) the Loan and Consignment Agreement dated as of October 1, 2004, as amended (the "Loan Agreement"), by and among Ansonia Copper & Brass, Inc., a Delaware corporation (the "Company"), and Bank of America, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation (in such capacities, the "Bank"); (b) the Promissory Note dated October 1, 2004 issued by the Company in favor of Primac Ansonia, LLC (the "Subordinated Creditor") in the original principal amount of $1,000,000 (the "Subordinated Note"), and (c) the Subordination Agreement dated as of October 1, 2004 by and between the Subordinated Creditor, the Bank and the Company (the "Subordination Agreement"). All capitalized terms used herein without definition shall have the meanings assigned to such terms in the Loan Agreement.

The Company is aware, and has previously acknowledged, that numerous Events of Default (as defined in the Loan Agreement) have occurred and are continuing. Section 2(d) of the Subordination Agreement provides that payments of interest and principal on the Subordinated Note may be made on the dates and in the amounts set forth in the Subordinated Note provided no Event of Default (as defined in the Loan Agreement) has occurred and is continuing. The Company has advised the Bank that (i) the Company has not made any payments of principal and interest on the Subordinated Note since February 2007 and (ii) the Company has notified the Subordinated Creditor that the Company is not permitted to make any additional payments of principal and interest in light of the Events of Default under the Loan Agreement. This letter shall confirm the Company's agreement with the Bank that the Company shall not make any further payments of principal or interest on the Subordinated Note without the express prior written consent of the Bank.

March 4/12/07

Please confirm the Company's acknowledgment of the foregoing by executing and returning a copy of this letter.

Bank of America, N.A.

By: _____
Name: Edgar Ezerins
Title: Senior Vice President

USA
2000-2004
US Olympic Teams

Recycled Paper

ACKNOWLEDGED AND AGREED AS OF THIS 12TH DAY OF APRIL, 2007:

COMPANY

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: RAYMOND MCGEE
Title: PRESIDENT

Subordination, Non-Disturbance and Attornment Agreement

To be Delivered

Amended and Restated Subordination, Non-Disturbance and Attornment Agreement

To be Delivered

PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT (this "Agreement") dated as of September 12, 2007 between Bank of America, N.A. (the "Seller") and Del Mar Master Fund Ltd. (the "Participant"), relating to the Participation (as defined below) granted by the Seller to the Participant.

WHEREAS: The Seller is a party to that certain Loan and Consignment Agreement dated as of October 1, 2004, as amended (the "Loan Agreement"), by and among Ansonia Copper & Brass, Inc., a Delaware corporation ("Borrower"), and the Seller, as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation.

WHEREAS: Pursuant to the Loan Agreement, the Seller has made certain loans and extended certain credit to the Borrower.

WHEREAS: As of the date hereof, the outstanding principal amount of the Revolving Loans (as such term is defined in the Loan Agreement) exceeds the Borrowing Formula A (as such term is defined in the Loan Agreement), which constitutes an Event of Default (as such term is defined in the Loan Agreement).

WHEREAS: Various other Events of Default have occurred and are continuing, and as a result thereof the Seller is entitled to exercise various rights and remedies against the Borrower under the Loan Agreement and applicable law, including, without limitation, the right to demand immediate payment in full of all outstanding Obligations (as such term is defined in the Loan Agreement), the right to refuse to extend further credit to the Borrower, and the right to take enforcement action against the Borrower and the Guarantor (as such term is defined in the Loan Agreement).

WHEREAS: The Participant has requested that Seller sell to the Participant a participation in the financing arrangements of Seller with Borrower and Seller is willing to sell such Participation to the Participant, subject to the terms and conditions set forth herein.

WHEREAS: The Participant wishes to obtain an option to acquire by assignment from the Seller the Obligations (as such term is defined in the Loan Agreement), and all rights of the Seller under the Loan Agreement and the other Credit Documents as against each of Borrower and Guarantor.

WHEREAS: The Seller and the Participant desire to enter into this Agreement to provide additional liquidity to the Borrower, which Agreement is conditioned upon execution of an Option Agreement between the Seller and the Participant (the "Option Agreement", a copy of which is annexed hereto as Exhibit "A") in order to permit Participant an opportunity to determine, independently and without reliance upon the Lender, whether to exercise the option provided in the Option Agreement.

NOW THEREFORE: The Parties hereto agree as follows:

1. Definitions.

1.1 Capitalized terms used herein and not defined herein shall have the respective meanings attributed thereto in the Credit Documents. In addition, as used herein, the following terms shall have the following respective meanings:

"Bankruptcy Code" means the provisions of Title 11 of the United States Code, as amended, recodified, modified or supplemented from time to time, and any successor statute and all rules and regulations promulgated thereunder.

"Borrower" has the meaning set forth above.

"Borrower's Operating Account" means the Borrower's primary operating account at Bank of America, N.A., which account is designated as account # 9429395659.

"Collections" means all cash or other immediately available funds received by Seller for application to the Obligations, whether as proceeds of Collateral or otherwise.

"Collateral" has the meaning set forth in the Credit Documents.

"Credit Documents" means, collectively, the Loan Agreement and all agreements, guarantees, security agreements, mortgages, deeds of trust, letters of credit, reimbursement agreements, waivers, instruments and other documents at any time executed and/or delivered in connection therewith or related thereto, as all of the forgoing now exist or may hereafter be amended, modified, or supplemented, extended, renewed, restated or replaced.

"Effective Date" means September 12, 2007.

"Seller's Account" means account #936-933-7579 at Bank of America, N.A., ABA # 026009593.

"Future Revolving Loan" means each Revolving Loan hereafter made by the Seller pursuant to the Loan Agreement.

"Insolvency Proceeding" means (i) any insolvency or bankruptcy case or proceeding (including any case under the Bankruptcy Code, as amended from time to time, or any successor statute), or any receivership, custodianship, liquidation, reorganization or other similar case or proceeding, relative to the Borrower or any other Obligor, or any assets of the Borrower or any other Obligor, (ii) any liquidation, dissolution, reorganization or winding up of the Borrower or any other Obligor, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, (iii) any assignment for the benefit of creditors or any other marshaling of assets and liabilities of the Borrower or any other Obligor, or (iv) any sale, transfer or other disposition of all or substantially all of the assets of the Borrower or any other Obligor in connection with any of the foregoing.

"Lender" means the Seller in its capacity as the "Lender" under the Loan Agreement.

"Loan Agreement" has the meaning set forth above.

"Maximum Overadvance Amount" means the sum of (i) $568,000 plus (ii) the amount, if any, by which (x) the aggregate amount of proceeds of Revolving Loans and Collections applied after the Effective Date to the payment of interest, fees, costs and expenses of Seller, exceeds (y) $125,000.

"Maximum Participant Commitment" means $1,500,000, or such greater amount as Participant may designate, in its sole discretion, by delivering written notice to the Seller.

"Obligors" means, collectively, the Borrower and each guarantor, pledgor, subordinator or other Person directly or indirectly obligated in respect of the Loan Agreement and the Credit Documents.

"Paid in Full" or "Payment in Full" shall mean (i) with respect to payment of the Obligations, the full and final payment in full of the Obligations and the termination of all commitments on the part of the Seller to make any additional loans or advances or extend additional credit to or for the benefit of the Borrower, and (ii) with respect to any other monetary obligation, the full and final payment in full of such obligation.

"Participant's Funded Amount" shall mean all payments made by the Participant to the Seller under clauses (a) through (e) of Section 3.2, together with interest on such payments at the applicable rate set forth in the Loan Agreement, and Participant's fees, costs and expenses.

"Participation" has the meaning set forth in Section 2 hereof.

"Party" means the Participant or the Seller, as applicable.

"Person" means any individual, corporation, estate, trust, business trust, joint venture, association, partnership, limited liability company, government, government agency or political subdivision or other legal entity.

"Seller's Maximum Revolver Loan Amount" means $4,768,000 less the aggregate net amount of proceeds received by the Seller from the sale of equipment or machinery by the Borrower applied to reduce the outstanding principal balance of the Revolving Loans; provided that the Seller shall have no obligation to apply proceeds received from the sale of equipment against the outstanding principal balance of the Revolving Loans unless and until such time as all Term Loans (as defined in the Loan Agreement), and all interest, fees, costs and expenses relating to the Term Loans, shall have been Paid in Full.

1.2 The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein or any statute, law, order, rule or regulation shall be construed as referring to such agreement, instrument, other document, statute, law, order, rule or regulation as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein),

(b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (d) all references herein to Sections and clauses shall be construed to refer to Sections and clauses of this Agreement. Section, clause and other headings and captions are included solely for convenience of reference and are not intended to affect the interpretation of any provisions of this Agreement. This Agreement shall be deemed to have been jointly drafted and no provision of it shall be interpreted or construed for or against any Party because such Party purportedly prepared or requested such provision, any other provision or this Agreement as a whole.

2. Sale and Grant of Participation. Subject to the terms and conditions set forth in this Agreement, the Seller hereby agrees to sell and transfer to the Participant, and effective on the Effective Date does hereby irrevocably sell and transfer to the Participant, without recourse to or (except to the extent expressly provided herein) representation or warranty whatsoever by the Seller, and the Participant hereby agrees to acquire and assume, and effective on the Effective Date does hereby irrevocably acquire and assume an undivided junior and subordinate participation interest (to the extent provided herein) (the "Participation") in all of Seller's rights, title and interest in and to the Obligations, the Collateral, the Collections, and the Credit Documents, in each case in an amount up to the Participant's Funded Amount.

3. The Seller's and the Participant's Funding Obligations.

3.1 The Parties acknowledge that as of September 7, 2007: (a) the aggregate outstanding principal balance of the Revolving Loans is in the amount of $4,768,000 and the amount by which the principal balance of the Revolving Loans exceeds the Borrowing Formula A is in the principal amount of $568,000; (b) that numerous Events of Default have occurred and are continuing under the Loan Agreement; (c) that the Obligations were not Paid in Full on the Maturity Date under the Loan Agreement and are now immediately due and payable upon demand by the Seller, which demand may be made at any time; and (d) that the Seller is no longer obligated to make any further Revolving Loans or otherwise extend credit under the Loan Agreement and may, at any time, enforce remedies under the Credit Documents and under applicable law against the Borrower and the Guarantor.

3.2 The Parties further agree that, solely as between the Seller and the Participant for purposes of this Agreement and expressly without granting any rights or claims to the Borrower, the Seller has indicated to the Participant that the Seller will honor requests for Future Revolving Loans by the Borrower and will not enforce its rights to collect the Revolving Loans (except that Seller may apply proceeds from the collection of accounts receivable and the sale of inventory, machinery and equipment) for a period of thirty (30) days from the Effective Date (the "Participation Period"), subject to satisfaction of the conditions set forth in Section 4.2 of this Agreement and subject to the following additional terms and conditions:

(a) not later than 4:00 p.m. (Eastern Standard Time) on the Effective Date the Participant shall pay to the Seller, by wire transfer of immediately available funds, without set-off, counterclaim or deduction of any kind, cash in the amount of $1,000,0000, and upon receipt of such payment, the Seller shall immediately withdraw such funds from the Seller's Account, and advance

such funds as a Future Revolving Loan, and deposit the same into the Borrower's Operating Account, without set-off, counterclaim or deduction of any kind;

(b) not later than 1:00 p.m. (Eastern Standard Time) on September 18, 2007 the Participant shall pay to Seller, by wire transfer of immediately available funds, without set-off, counterclaim or deduction of any kind, cash in such amount as shall be mutually agreed upon by the Seller and the Participant, and upon receipt of such payment, Seller shall immediately withdraw such funds from Seller's Account, advance such funds as a Future Revolving Loan, and deposit the same into Borrower's Operating Account, without set-off, counterclaim or deduction of any kind;

(c) not later than 1:00 p.m. (Eastern Standard Time) on September 25, 2007 the Participant shall pay to Seller, by wire transfer of immediately available funds, without set-off, counterclaim or deduction of any kind, cash in such amount as shall be mutually agreed upon by the Seller and the Participant, and upon receipt of such payment, Seller shall immediately withdraw such funds from Seller's Account, advance such funds as a Future Revolving Loan, and deposit the same into Borrower's Operating Account, without set-off, counterclaim or deduction of any kind;

(d) the Participant may, at any time during the Participation Period, deliver notice to Seller prior to 12:00 noon. (Eastern Standard Time) on any Business Day indicating that the Participant desires to fund an additional amount to be used by the Seller to fund an additional Future Revolving Loan, and, following delivery of such notice, the Participant shall pay to Seller, not later than 1:00 p.m. (Eastern Standard Time) on such Business Day, by wire transfer of immediately available funds, without set-off, counterclaim or deduction of any kind, cash in such amount as Participant shall have indicated in such notice, and upon receipt of such payment, Seller shall immediately withdraw such funds from Seller's Account, advance such funds as a Future Revolving Loan, and deposit the same into Borrower's Operating Account, without set-off, counterclaim or deduction of any kind;

(e) if at any time the Borrower makes a request for a Future Revolving Loan the Seller shall determine that the limits set forth in clause (f) of this Section 3.2 would be exceeded if the Seller were to make a Future Revolving Loan without utilizing amounts funded by the Participant, the Participant, shall, upon request of the Seller, pay to Seller, by wire transfer of immediately available funds, without set-off, counterclaim or deduction of any kind, cash in such amount as Seller shall request, and upon receipt of such payment, Seller shall immediately withdraw such funds from Seller's Account, advance such funds as a Future Revolving Loan, and deposit the same into Borrower's Operating Account, without set-off, counterclaim or deduction of any kind, provided that the Participant shall have no obligation to make a payment to the Seller under this clause (e) if, after giving effect to any funding under this clause (e), the aggregate amount funded by the Participant under clauses (a) through (e) of this Section 3.2, would exceed the Maximum Participant Commitment;

(f) to the extent that the maximum outstanding principal balance of all Revolving Loans funded by Seller, net of any amounts previously funded by the Participant under clauses (a) through (e) this Section 3.2, does not exceed the Borrowing Formula A by more than the Maximum Overadvance Amount, the Seller shall continue to fund requests for Revolving Loans; provided that in no event shall the maximum outstanding principal balance of all Revolving Loans funded by

Seller, net of any amounts funded by the Participant under clauses (a) through (e) this Section 3.2, exceed the Seller's Maximum Revolving Loan Amount; and

(g) notwithstanding anything to the contrary set forth herein, the Seller shall have no obligation to fund any additional Revolving Loans: (i) at any time after the date which is thirty (30) days after the Effective Date; (ii) if an Insolvency Proceeding shall have been commenced by or against the Borrower or any other Obligor; (iii) if the Borrower shall cease to operate its business consistent with past practices; (iv) if the Participant shall have failed to fund any amounts required to be funded by the Participant under clauses (a), (b), (c) or (e) of Section 3.2 of this Agreement; (v) if there shall occur any event or circumstance (including, without limitation, any act or attempt by the Borrower or any other Obligor to fraudulently remove, conceal, destroy, abandon, waste or abscond with any collateral securing the Obligations, any material misrepresentation by the Borrower or any other Obligor of its financial condition or the value or location of any collateral securing the Obligations, the filing or imposition of any lien or attachment in favor of any Person other than the Lender, which is deemed to be material in accordance with the terms of the Loan Agreement on any asset of the Borrower or any other Obligor, or any act of gross negligence or willful misconduct by the Borrower or any other Obligor) that in the judgment of the Seller materially affects the ability of the Seller to collect the Obligations or to realize upon the collateral securing the Obligations); or (vi) if any option period provided in the Option Agreement has expired or been terminated.

3.3 All amounts advanced by the Participant into the Seller's Account and deposited into the Borrower's Operating Account pursuant to clauses (a) through (e) of Section 3.2 of this Agreement shall be deemed to constitute "Revolving Loans" under the Loan Agreement and shall bear interest at the rate applicable to "Revolving Loans" under the Loan Agreement.

3.4 Notwithstanding anything to the contrary set forth herein, the aggregate amount required to be funded by the Participant under clauses (a) through (e) of Section 3.2 of this Agreement shall not exceed the Maximum Participant Commitment.

3.5 The Seller agrees that for the period commencing on the Effective Date and ending on the earlier of (a) the thirtieth day following the Effective Date and (b) the date of termination of this Agreement, the Seller shall not change the percentage advance rates used in computing the Borrowing Formula A without the Participant's prior consent, but nothing herein shall limit (i) the right of the Seller to establish new reserves or change the amount of any existing reserves used in computing Borrowing Formula A in good faith and consistent with past practices, or (ii) the discretion of the Seller to determine whether any specific Receivable or any item of Inventory meets the criteria for eligibility as an "Eligible Receivable" or "Eligible Inventory" under the Loan Agreement, provided that such discretion shall be applied in good faith and consistent with past practices.

4. Conditions Precedent.

4.1. The Participant's obligations to purchase and assume the Participation shall be subject only to the satisfaction of the following conditions: (a) the Seller's representations and warranties in this Agreement shall be true and correct on the Effective Date; and (b) the Participant shall have received this Agreement duly executed on behalf of the Seller.

4.2. The Seller's obligation to sell, transfer, assign, grant, and convey the Participation to the Participant shall be subject only to the satisfaction of the following conditions: (a) the Participant's representations and warranties in this Agreement shall be true and correct on the Effective Date; (b) the Seller shall have received this Agreement duly executed on behalf of the Participant; and (c) the Participant shall have funded the amount required to be funded by the Participant under clause (a) of Section 3.2 of this Agreement.

5. Application of Payments and Collections.

5.1 The Seller shall retain in its own name the Credit Documents and all rights and claims to any and all collateral securing the Obligations, all Collections, repayments, insurance proceeds, and rights to fees and reimbursement of costs and expenses under the Credit Documents; provided, however, that nothing herein shall limit the Participant from entering into a separate private contractual arrangement with the Borrower regarding the Borrower's obligation to pay any fees to the Participant or to reimburse the Participant for costs and expenses (collectively, "Participant Fees and Expenses"), it being expressly understood and agreed by Participant that any right of the Participant to receive the Participant Fees and Expenses shall be junior and subordinate in all respects to the Seller's right to receive Payment in Full of the Obligations.

5.2 The Seller shall have the right to apply all Collections received by the Seller to payment of the Obligations (including any and all interest, fees, costs and expenses of the Seller), in such order as Seller, in its sole discretion, shall deem appropriate. The Seller shall have the right to make Future Revolving Loans and to utilize the proceeds of such Future Revolving Loans to pay any Obligations then owing (including any and all interest, fees, costs and expenses of the Seller). The Seller shall have no obligation to make any payment to the Participant in respect of the Participation or the Participant Fees and Expenses and the Participant shall have no right to request that the Borrower or any other Obligor make any payment to the Participant in respect of the Participation or the Participant Fees and Expenses unless and until such time as the Seller shall have received Payment in Full in cash of all Obligations (including all interest, fees and expenses of Seller incurred during any Insolvency Proceeding, regardless of whether Seller is authorized to recover such interest, fees and expenses under Section 506 of the Bankruptcy Code, but excluding the Participant's Funded Amount) owing from the Borrower to the Seller under the Credit Documents. After the Seller receives Payment in Full in cash of all Obligations (other than the Participant's Funded Amount), the Seller shall assign to the Participant, without recourse to the Seller, or representation or warranty of any kind by the Seller, all remaining right, title and interest of the Seller in, to and under the Obligations, the Collateral, the Collections and the Credit Documents; provided that no additional payment shall be required to be made by the Participant to the Seller in connection with any assignment of Seller's remaining right, title and interest under the Credit Documents.

6. Representations and Warranties. The Participant represents and warrants to the Seller, and the Seller represents and warrants to the Participant (as of the date hereof and as of the Effective Date) that:

(a) such Party (i) is duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is in good standing under such laws and (iii) has full power and authority to execute, deliver and perform its obligations under this Agreement;

(b) such Party's execution, delivery, and performance of this Agreement have not resulted, and will not result, in a breach of any provision of (i) such Party's organizational documents, (ii) any statute, law, writ, order, rule or regulation of any governmental authority applicable to such Party, (iii) any judgment, injunction, decree or determination applicable to such Party or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other instrument by which such Party may be bound or to which any of the assets of such Party are subject; and

(c) (i) this Agreement (A) has been duly and validly authorized, executed, and delivered by such Party and (B) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except that such enforceability may be limited by bankruptcy, insolvency, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and by the court's discretion in relation to equitable remedies; and (ii) no notice to, registration with, consent or approval of, or any other action by, any relevant governmental authority or other Person is or will be required for such Party to execute, deliver, and perform its obligations under this Agreement.

7. Non-Recourse; No Liability.

7.1 The Participation is acquired by the Participant without recourse to the Seller and for the Participant's own account and risk. The Seller makes no representation or warranty, express or implied, and assumes no responsibility, with respect to the genuineness, authorization, execution, delivery, validity, legality, value, sufficiency, perfection, priority, enforceability or collectability of any of the Credit Documents. The Seller assumes no responsibility for (a) any representation or warranty made by, or the accuracy, completeness, correctness or sufficiency of any information (or the validity, completeness or adequate disclosure of assumptions underlying any estimates, forecasts or projections contained in such information) provided directly or indirectly by, the Borrower, any other Obligor or any other Person, (b) the performance or observance by the Borrower or any other Obligor of any of the provisions of the Credit Documents (whether on, before or after the Effective Date), (c) the filing, recording, or taking of any action with respect to any of the Credit Documents, (d) the financial condition of the Borrower, any other Obligor or any other Person or (e) (except as otherwise expressly provided herein) any other matter whatsoever relating to the Borrower, any other Obligor, any other Person, the Loans or the Participation.

7.2 The Participant represents to and agrees with the Seller that (a) the Participant is a sophisticated buyer and has made, independently and without reliance on the Seller, its own analysis of the Borrower, the other Obligors and the Credit Documents for the purpose of acquiring the Participation, (b) the Participant is voluntarily assuming all risks associated with the Participation and expressly warrants and represents that (i) the Seller has not made, and the Participant disclaims the existence of or its reliance on, any representation by the Seller concerning the Borrower, the collectability of the Obligations, any collateral securing the Obligations, or the Participation, (ii) the Participant is not relying on any disclosure or non-disclosure made or not made, or the completeness thereof, in connection with or arising out of the Participation, and therefore has no claims against the Seller with respect thereto, and (iii) if any such claim may exist, the Participant, recognizing its

disclaimer of reliance and the Seller's reliance on such disclaimer as a condition to entering into the Participation, covenants and agrees not to assert it against the Seller or any of the Seller's officers, directors, shareholders, partners, representatives, agents, attorneys or affiliates, (c) the Participant has received from the Seller all Credit Documents and other documents and information requested by the Participant for the purpose of acquiring the Participation, (d) the Participant has received such additional documents and information as it has deemed necessary for the purpose of acquiring the Participation, (e) the Participant shall continue to make its own decisions with respect to the Participation without reliance on the Seller, and (f) the Participant meets the criteria of an "Assignee" under Section 19.8 of the Agreement and is legally capable of acquiring an assignment of the Obligations and, upon consummation of any such assignment, performing the obligations of the Seller under the Loan Agreement.

7.3 The Participant agrees that the Seller may, in its sole discretion, exercise or refrain from exercising any right, or take or refrain from taking any action, which the Seller may be entitled to take or assert under any of the Credit Documents and, without limiting the generality of the foregoing, the Seller may take legal action to enforce the Participant's or the Seller's interests with respect to any Revolving Loan or any of the Credit Documents; including but not limited to asserting any and all rights, claims and causes of action arising under the Bankruptcy Code and voting all claims arising under the Credit Documents or in any way related to or based on the loan transactions evidenced by the Credit Documents in any bankruptcy case filed by or against the Borrower or any other Obligor. If an Insolvency Proceeding is commenced by or against the Borrower, the Participant agrees that the Seller may (but shall not be obligated to), without recourse to the Seller or liability to the Participant (a) consent to the Borrower's use of any cash collateral, (b) provide financing to the Borrower secured by a priming or subordinate lien on all or any part of the collateral securing the obligations (including any property acquired by the Borrower after commencement of such Insolvency Proceedings), upon such terms as the Seller shall deem appropriate in the Seller's sole discretion, (iii) consent to any sale or disposition of any collateral securing the Obligations (whether pursuant to a plan of reorganization or otherwise) on such terms and for such amounts as the Seller deems appropriate, whether or not any portion of the Obligations (including the Participant's Funded Amount) will remain unpaid as a result of such sale or disposition, and (iv) vote to accept or reject any plan of reorganization or liquidation, irrespective of the impact that the treatment of the Obligations under such plan may have upon the prospect of payment or recovery of the Participation or the Participant's Funded Amount. It is further understood that if the Seller extends additional advances, loans or other credit accommodations to the Borrower during the pendancy of any Insolvency Proceeding (collectively, "Post-Petition Advances"), whether pursuant to the Loan Agreement or another agreement, the Participation and all rights of the Participant against the Borrower and the other Obligors shall be junior and subordinate to such Post-Petition Advances and the Participant shall not be entitled to receive any payment in respect of the Participation until such Post-Petition Advances shall have been Paid in Full.

7.4 The Participant agrees that the Seller may, in its sole discretion, without prior notice to such Participant, agree to modify, amend or waive any of the terms of any of the Credit Documents.

7.5 The Seller shall manage the Obligations and its financing relationship with the Borrower in accordance with the Seller's standard practice in the ordinary course of its business as if there were no Participation and shall have, subject to the terms of this Agreement, the right to exercise its own business judgment in handling the collection and enforcement of the Obligations and

realization upon the Collateral. Except as otherwise expressly set forth herein, the Seller shall have no duty, liability, responsibility or obligation to the Participant in respect of the Participation, and shall not be liable to the Participant for any action taken or omitted to be taken in good faith or on the written advice of counsel, except for the Seller's gross negligence, bad faith or willful misconduct.

8. Indemnity; Returned Payments.

8.1 The Participant shall indemnify the Seller and hold the Seller harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements, including legal fees, arising out of or resulting from any breach by the Participant of any representation, warranty or covenant of the Participant set forth herein.

8.2 In the event that, after the Seller has made any payment to the Participant hereunder in respect of the Participation, any payment from the Borrower or other Obligors is rescinded, avoided or must otherwise be returned or paid over by the Seller for any reason, the Participant shall, upon notice from the Seller, forthwith pay to Seller an amount equal to the lesser of (i) the amount of such rescinded, avoided or returned payment, or (ii) the aggregate payments made by Seller to the Participant in respect of the Participation.

9. Taxes. If the Participant is not created or organized under the laws of the United States of America or any state thereof (a "Non-U.S. Participant"), it represents that it is entitled to receive any payments to be made to it hereunder without the withholding of any tax and shall furnish to the Seller such forms, certifications, statements and other documents as the Seller may request from time to time to evidence the Participant's exemption from the withholding of any tax imposed by any jurisdiction or to enable the Seller to comply with any applicable laws or regulations relating thereto. Without limiting the effect of the foregoing, if the Participant is a Non-U.S. Participant, in the event that the payment of interest by the Borrower under the Credit Agreement on the Participant's Funded Amount is treated for United States income tax purposes as derived in whole or in part from sources within the United States of America, the Participant shall furnish to the Seller such forms, certifications, statements or documents as the Seller may reasonably request, duly executed and completed by the Participant as evidence of the Participant's exemption from the withholding of United States tax with respect thereto. The Seller shall not be obligated to make any payments hereunder to the Participant in respect of the Participation, until the Participant shall have furnished to the Seller the requested form, certification, statement or document. In the event that the Participant is subject to United States withholding taxes and the Borrower or the Seller is held liable for such withholding taxes, the Participant agrees to promptly reimburse the Seller for any such amount.

10. Miscellaneous.

(a) Entire Agreement; Amendments; Exercise of Rights. This Agreement constitutes the entire agreement of the Parties with respect to the respective subject matters hereof and supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and finally integrated into this Agreement. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Parties and no waiver of any provision of this Agreement, nor consent to any departure by either Party from it, shall be effective unless it is in writing and signed by the affected Party, and then such waiver or consent shall be effective only in

the specific instance and for the specific purpose for which given. No failure on the part of a Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver hereof by such Party, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of each Party provided herein (a) are cumulative and are in addition to, and are not exclusive of, any rights or remedies provided by law (except as otherwise expressly set forth in this Agreement) and (b) are not conditional or contingent on any attempt by such Party to exercise any of its rights under any other related document against the other Party or any other Person.

(b) Survival; Successors and Assigns. All representations, warranties, covenants, indemnities and other provisions made by the Parties shall be considered to have been relied upon by the Parties, shall be true and correct as of the date hereof and the Effective Date, and shall survive the execution, delivery, and performance of this Agreement. This Agreement, including the representations, warranties, covenants and indemnities contained in this Agreement, shall inure to the benefit of, be binding upon and be enforceable by and against the Parties and their respective successors and permitted assigns. Without prejudice to any restrictions or limitations in the Credit Agreement, the Parties respective interest in this Agreement may not be sold, pledged, assigned, subparticipated, or otherwise transferred without the prior written consent of each of the Parties hereto; except that the consent of the Participant shall not be required in connection with any sale, assignment or participation by the Seller of any of its rights or interests in the Obligations or the Credit Documents after the date which is thirty (30) days after Effective Date.

(c) Further Assurances. Each Party agrees (i) to execute and deliver, or to cause to be executed and delivered, all such instruments and (ii) to take all such actions as the other Party may reasonably request to effectuate the intent and purposes, and to carry out the terms, of this Agreement, including the procurement of any third-party consents.

(d) Disclosure. Each Party agrees that, without the prior written consent of the other Party, it shall not disclose the contents of this Agreement to any Person, except that any Party may make any such disclosure (i) as required to implement or enforce this Agreement, (ii) if required to do so by any law, court, or regulation, (iii) to any governmental authority or self-regulatory entity having or asserting jurisdiction over it, (iv) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring a liability to any other Person, (v) to its professional advisors and auditors or (vi) as set forth in the immediately succeeding sentence. The Participant may disclose the contents of this Agreement to any proposed transferee, assignee, subparticipant or other Person proposing to enter into contractual relations with the Participant in respect of the Participation or any part of it. Each Participant agrees to comply with the requirements of the Credit Documents regarding confidentiality.

(e) Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(f) Relationship Between the Seller and the Participant. The relationship between the Seller (on the one hand) and the Participant (on the other hand) shall be that of seller and buyer.

No Party is a trustee or agent for any other Party, nor does any Party have fiduciary obligations to any other Party. This Agreement shall not be construed to create a partnership or joint venture between any of the Parties.

(g) Severability. The illegality, invalidity, or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

(h) Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

(i) Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS CLAUSE (J).

(j) Jurisdiction. Each Party irrevocably and unconditionally submits to and accepts the nonexclusive jurisdiction of any Connecticut or United States Federal court sitting in the District of Connecticut for any action, suit, or proceeding arising out of or based upon this Agreement or any matter relating to it, and waives any objection that it may have to the laying of venue in any such court or that such court is an inconvenient forum or does not have personal jurisdiction over it. The Parties irrevocably agree that, should any Party institute any legal action or proceeding in any jurisdiction (whether for an injunction, specific performance, damages or otherwise) in relation to this Agreement, no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from such action or proceeding shall be claimed by it or on its behalf, any such immunity being hereby irrevocably waived, and each Party irrevocably agrees that it and its assets are, and shall be, subject to such legal action or proceeding in respect of its obligations under this Agreement.

(k) Expenses. Except to the extent otherwise expressly provided herein, each Party agrees to bear its own expenses in connection with this Agreement.

(l) Notices. All communications between the Parties or notices or other information sent under this Agreement shall be in writing, hand delivered or sent by overnight courier or telecopier, addressed to the relevant Party at its address or facsimile number specified on the signature page hereto or at such other address or facsimile number as such Party may request in writing. All such communications and notices shall be effective upon receipt.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first above stated.

SELLER

BANK OF AMERICA, N.A.

By: _____
Name: Edgar Ezerins
Title: SVP

Address for Notices:

Bank of America, N.A.
200 Glastonbury Boulevard
Glastonbury, CT 06033
Attention: Edgar Ezerins
Telephone: 860-368-6024
Facsimile: 860-368-6029
Email: edgar.ezerins@bankofamerica.com

PARTICIPANT

DEL MAR MASTER FUND, LTD.

By: _____
Name:
Title:

Address for Notices:

Del Mar Master Fund, Ltd.
c/o Del Mar Asset Management
711 Fifth Avenue
New York, New York
Attention: Kenneth Grossman
Telephone: 212-328-7155
Facsimile: 212-328-7128
Email: kgrossman@delmarasset.com

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first above stated.

SELLER

BANK OF AMERICA, N.A.

By:_____
Name:
Title:

Address for Notices:

Bank of America, N.A.
200 Glastonbury Boulevard
Glastonbury, CT 06033
Attention: Edgar Ezerins
Telephone: 860-368-6024
Facsimile: 860-368-6029
Email: edgar.ezerins@bankofamerica.com

PARTICIPANT

DEL MAR MASTER FUND, LTD.

By: [redacted]
Name:
Title: Managing Director

Address for Notices:

Del Mar Master Fund, Ltd.
c/o Del Mar Asset Management
711 Fifth Avenue
New York, New York
Attention: Kenneth Grossman
Telephone: 212-328-7155
Facsimile: 212-328-7128
Email: kgrossman@delmarasset.com

Fax sent by : 2123287128 DEL MAR 09-12-07 16:23 Pg: 2/3

EXCLUSIVE OPTION AGREEMENT

This Option Agreement (the "Agreement") is made and entered as of this 12th day of September, 2007, by and between Bank of America, N.A. ("Lender") and Del Mar Master Fund, Ltd. ("Del Mar").

A. Lender is a party to that certain Loan and Consignment Agreement, dated as of October 1, 2004, as amended (the "Loan Agreement"), by and among Ansonia Cooper & Brass, Inc., a Delaware Corporation ("Borrower") and Lender, as assignee of Fleet Precious Metals Inc. and as assignee of Bank of America Leasing & Capital, LLC, successor to Fleet Capital Corporation.

B. Lender and Del Mar are parties to that certain Participation Agreement, dated September 12, 2007 (the "Participation Agreement"), pursuant to which Lender agreed to sell and Del Mar agreed to purchase a Participation in the Obligations, Collections, Collateral and Credit Documents (as each term is defined in the Participation Agreement). Pursuant to the terms of the Participation Agreement, Lender has granted Del Mar the exclusive right and option to purchase from Lender all of Lender's right, title and interest in and to the Obligations, Collections, Collateral and Credit Documents in accordance with the terms of this Agreement

C. All capitalized terms used herein shall have the meanings given to such terms in the Participation Agreement, unless otherwise defined herein

Now therefore, the Parties hereto agree as follows:

1. Grant of Option. Lender hereby grants to Del Mar, within the time period specified in paragraph 4 below and upon the other terms and conditions hereinafter set forth, the exclusive right and option (the "Option") to purchase all of Lender's right, title, and interest in and to the following: (a) all Obligations due and owing Lender by Borrower; (b) the Collections; (c) the Collateral; and (d) the Credit Documents (collectively, the "Assets").

2. Option Consideration. In consideration for the granting of the Option, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Del Mar has purchased and paid for the Participation.

3. Purchase Price. Upon the exercise of the option, Del Mar shall be obligated to purchase and the Lender shall be obligated to sell the Assets at a purchase price equal to (x) 66.0% of the outstanding principal balance of the Revolving Loans plus (y) 66.0% of the outstanding principal balance of the Term Loans, plus (z) $300,000 in cash (the "Purchase Price"). The Purchase Price shall be payable by wire transfer of immediately available funds on the closing date.

4. Option Term. The term of the option (the "Option Term") shall commence upon the purchase by Del Mar of the Participation and shall expire on the earlier to occur of (a) a date that is thirty (30) calendar days after the purchase of the Participation or (b) September 29, 2007 in the event Del Mar shall not have satisfied the conditions in Sections 5(b) and 5(d) on before September 28, 2007.

5. Conditions.

(a) Del Mar's purchase of the Assets shall remain subject to negotiation, execution delivery of the Purchase and Sale Agreement, based on the LSTA Standard Purchase and Sale Agreement for Distressed Trades, subject to modifications as appropriate to reflect that Assets are not part of a syndicated credit facility, and other specific facts and circumstances concerning the Assets including, without limitation, that (i) various Events of Default have occurred and are continuing under the Loan Agreement; (ii) Lender has continued to fund requests for Revolving Loans from time to time, subject to a reservation of rights; (iii) Lender will be making no representation or warranty whatsoever as to the collectability of the Obligations; and (iv) certain creditors (including, without limitation, federal, state and local taxing authorities, environmental agencies, labor unions and customers that have consigned or tolled metal to Borrower) may assert claims against Borrower and/or liens against the Collateral, together with related instruments of transfer, all of which must be in form and substance acceptable to both Lender and Del Mar.

(b) Del Mar shall have entered into a definitive Purchase and Sale Agreement with Lender for the Assets on or before September 28, 2007;

(c) Del Mar shall have completed its due diligence in connection with the proposed purchase of the Assets;

(d) Del Mar shall have entered into a binding agreement with Borrower and Guarantor regarding refinancing the Borrower on or before September 28, 2007;

(e) Lender shall have continued to provide financing to Borrower, and continued to forbear from exercising its rights and remedies in accordance with the terms and conditions of the Participation Agreement;

(f) No Insolvency Proceeding shall have been commenced by or against Borrower or Guarantor; and

(g) No material adverse change shall have occurred with respect to the Assets or the operation of Borrower's business operations during the Option Term.

6. Miscellaneous.

(a) Amendments. Any waiver, permit, consent or approval by Lender or Del Mar under any provision, condition or covenant to this Agreement must be in writing and shall be effective only to the extent it is set forth in writing and as to the specific facts or circumstances covered thereby. Any amendment of this Agreement must be in writing and signed by each of the parties to be bound thereby

(b) Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of Lender and its successors, participants and assigns and Junior Participant.

(c) Insolvency. This Agreement shall be applicable both before and after the commencement of any Insolvency Proceeding involving Borrower and all references herein to Borrower shall be deemed to apply to a trustee for Borrower and Borrower as debtor-in-possession. The relative rights of Lender and Del Mar to exercise the Option shall continue after the filing thereof on the same basis as prior to the date of the commencement of any Insolvency Proceeding.

(d) Exclusivity. During the Option Term, Lender agrees that Lender has granted Del Mar an exclusive option to purchase the Assets. Lender shall not enter into a binding agreement with any other potential purchaser regarding a sale of the Assets; provided that Lender may enter into non-binding discussions with other purchasers and may solicit proposals from other purchasers, in each case, subject to Del Mar's exclusive option to purchase the Assets during the Option Term. Upon expiration of the Option Term, nothing herein or in the Participation Agreement shall limit Lender's rights to sell or attempt to sell the Assets to any one or more other potential purchasers.

(e) Notices. All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed duly given, made or received: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if mailed by certified mail, return receipt requested, five (5) days after mailing to the parties at their addresses set forth below (or to such other addresses as the parties may designate in accordance with the provisions of this Section):

Lender	Bank of America, N.A. 200 Glastonbury Boulevard Glastonbury, CT 06033 Attention: Edgar Ezerins Telephone: 860-368-6024 Facsimile: 860-368-6029 Email: edgar.ezerins@bankofamerica.com

Del Mar	Del Mar Master Fund, Ltd. c/o Del Mar Asset Management 711 Fifth Avenue New York, New York Attention: Kenneth Grossman Telephone: 212-328-7155 Facsimile: 212-328-7128 Email: kgrossman@delmarasset.com

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same force and effect as if the signatures thereto and hereto were upon the same instrument.

(g) Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(h) Complete Agreement. This written Agreement is intended by the parties as a final expression of their agreement and is intended as a complete statement of the terms and conditions of their agreement.

(i) No Third Parties Benefited. Except as expressly provided in Section 5(h), this Agreement is solely for the benefit of Lender and Del Mar and their respective successors, participants and assigns, and no other person shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the execution date.

LENDER:

BANK OF AMERICA, N.A.

By: _____
Edgar Elarms
SVP

PURCHASER

DEL MAR MASTER FUND, LTD

By: _____

_____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the execution date.

LENDER:

BANK OF AMERICA, N.A.

By:_____

_____

PURCHASER

DEL MAR MASTER FUND, LTD

By: _____
KENNETH S. GROSSMAN
Managing Director

Fax sent by : 2123287128 DEL MAR 09-12-07 16:23 Pg: 3/3

AMENDMENT NO. 9 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS

This AMENDMENT NO. 9 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS (this "Amendment") is dated as of September 18, 2008, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), RAYMOND L. McGEE (the "McGee"), AW ANSONIA GENERATION, LLC ("AW Ansonia", together with McGee, individually a "Guarantor" and collectively "Guarantors"), and DEL MAR MASTER FUND, LTD., ("Del Mar" or "Lender"), as assignee of BANK OF AMERICA, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation ("BoA"), and amends that certain Loan and Consignment Agreement, dated as of October 1, 2004, as previously amended, among Company and Lender (the "Loan Agreement").

WHEREAS, McGee is a party to a Guaranty of Validity, dated as of October 18, 2007 (the "Validity Guaranty") in favor of Lender, and a Limited Non-Recourse Guarantee, dated October 18, 2007 (the "Non-Recourse Guarantee"), in favor of Lender;

WHEREAS, AW Ansonia is a party to a Guarantee, dated October 18, 2007 (the "Ansonia Guarantee") in favor of Lender;

WHEREAS, various Events of Default (as defined in the Loan Agreement) have occurred and are continuing under the Loan Agreement and, as a result of the occurrence and continuance of such Events of Default, Lender is entitled, subject to its agreement to forbear contained in the Loan Agreement and in section 6(b) herein, to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding obligations of the Company, the right to terminate all credit facilities under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to take enforcement actions against the Company and the right to make demand for payment upon AW Ansonia and McGee;

WHEREAS, as of the date hereof, Lender has elected not to exercise its rights against the Company, AW Ansonia or McGee but expressly reserves the right to exercise any and all such rights at any time in the future, subject to its agreement to forbear contained in the Loan Agreement and in section 6(b) hereof and subject to the terms and conditions of this Amendment;

WHEREAS, the Company has requested, among other things, that Lender agree to certain amendments to the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) to provide for (i) an increase of the Supplemental Advance Limit and (ii) an increase of the limit on the total amount of Advances available under the Loan Agreement and Lender is willing to agree to make such amendments, subject to the terms and conditions and to the extent set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein, which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Acknowledgments

(a) Acknowledgment of Obligations. The Company and each Guarantor hereby acknowledge, confirm and agree that as of the close of business on September 17, 2008: (i) the Company, AW Ansonia and McGee are indebted to Lender for obligations in the aggregate principal amount of not less than $19,351,294, which amount consists of Revolving Loans in the aggregate principal amount of $4,768,000, the Real Estate Term Loan in the aggregate amount of $2,400,375, and Supplemental Advances in the aggregate principal amount of $12,182,919 and that such principal amount together with all interest accrued and accruing thereon, and all costs, fees, expenses and other charges now or hereafter payable by the Company, AW Ansonia and McGee to Lender, is, as of the date hereof, unconditionally owing by the Company, AW Ansonia and McGee to Lender, without offset, defense or counterclaim of any kind, nature or description whatsoever. The Company and each Guarantor acknowledge, confirm and agree that, subject to the limitations set forth in the Validity Guarantee, the Non-Recourse Guarantee and in any of the other guarantees executed and delivered by Guarantors in favor of Lender, the obligations, liabilities and indebtedness of each of them to Lender for the payment and performance of the obligations, including without limitation, the Real Estate Term Loan (after giving effect to this Amendment No. 9) pursuant to the Loan Documents are unconditionally owing to Lender without offset, defense or counterclaim of any kind, nature or description whatsoever.

(b) Acknowledgment of Security Interests. The Company and each Guarantor hereby acknowledge, confirm and agree that (i) Lender has and shall continue to have valid, enforceable and perfected liens upon and security interests in the assets and properties of the Company heretofore granted to Lender, pursuant to the Loan Documents or otherwise granted to or held by Lender, and (ii) the liens upon and security interests in the assets and properties of the Company as set forth in the Existing Mortgages and accompanying Existing Real Estate Loan Documents (as assigned to Lender, together with the Amended and Restated Promissory Note, collectively the "Real Estate Loan Documents" and are included within the definition of Loan Documents) are valid, enforceable and perfected.

(c) Binding Effect of Documents. The Company and each Guarantor hereby acknowledge, confirm and agree that: (a) each of the Loan Documents (including, all agreements, documents and instruments executed and/or delivered in connection therewith or related thereto) and the Real Estate Loan Documents to which it is a party has been duly executed and delivered to Lender, and each is in full force and effect as of the date hereof, (b) the agreements and obligations of the Company and each Guarantor contained in such Loan Documents and the Real Estate Loan Documents constitute the legal, valid and binding obligations of the Company and each Guarantor, as the case may be, enforceable against them in accordance with their respective terms and the Company and each Guarantor, as of the date

hereof, have no valid defense to the enforcement of such obligations, and (c) Lender is and shall be entitled to the rights, remedies and benefits provided for in the Loan Documents and applicable law.

3. Additional Definitions. As used herein, the term "Amendment No. 9" means Amendment No. 9 to Loan and Consignment Agreement, Consent and Reservations of Rights, dated as of September 18, 2008, by and among The Company, each Guarantor and Lender and the Loan Agreement and the other Loan Documents are hereby amended to include, in addition and not in limitation, such term.

4. Amendment to Section 4.12. Section 4.12 of the Loan Agreement is hereby amended as follows:

(a) Section 4.12(a) "Supplemental Advances" Limit is hereby amended to delete the reference to "$6,000,000" and replace it with "$12,300,000".

(b) Section 4.12(f)(i) of the Loan Agreement "Supplemental Advances" is hereby amended to delete the last sentence thereof and replace it with the following:

"Notwithstanding anything to the contrary set forth herein, in no event shall the sum of the aggregate amount of outstanding Supplemental Advances, plus the aggregate amount of all other outstanding Revolving Loans, including the Supplemental Advances, and Term Loans, including the Real Estate Loans, at any time exceed the amount of $19,551,294."

5. Amendment Fee. In consideration of the amendments set forth herein the Company agrees to pay to Lender a fee in the amount of $200,000, which Lender, at its option, may charge the account of the Company, which shall be fully earned on the date hereof and shall be included in the outstanding principal amount of the Obligations due Lender by the Company. Lender agrees to waive the Amendment Fee in the event that (a) the Company receives on or before September 19, 2008 a letter of intent, in form and substance acceptable to Lender exercised its sole discretion, to sell the "Rod Assets", or (b) Lender has received on or before September 30, 2008 a cash payment in the amount of $5,000,000, or more, the proceeds of which shall be applied to the Supplemental Advances and shall permanently reduce the Supplemental Advance Limit.

6. Reservation of Rights/Forbearance.

(a) The Company and each Guarantor hereby acknowledges and agrees, by their execution of this Amendment, that various Events of Default (as defined in the Loan Agreement) have occurred and are continuing and, as a result of the occurrence and continuance of such Events of Defaults identified on Schedule 10(a) (which is attached to Amendment No. 7, collectively the "Existing Defaults"), Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding Obligations of Company, the right to make demand for payment upon Guarantors, the right to impose the applicable default interest rate under the Loan Agreement, the right to refuse to make additional Revolving Loans or Supplemental Advances or extend further credit to the Company, and the right to take enforcement actions against Company, Guarantors and the collateral securing the Obligations.

As of the date hereof, Lender has elected not to exercise any such rights, but expressly reserves the right to exercise any and all such rights at any time in the future, subject to the provisions of Section 6(b) below. The Company and each Guarantor, by their execution of this Amendment, hereby further acknowledge and agree that nothing in this Amendment or in any discussions between Lender and Company or between Lender and each Guarantor shall be construed as, and no failure or delay of Lender in exercising any rights or remedies against the Company or any Guarantor shall operate as a waiver of, any existing Events of Default, or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to Lender under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

(b) In reliance upon the representations, warranties and covenants of the Company and each Guarantor contained herein, and subject to the rights and remedies of Lender set forth in the Loan Agreement, as amended by this Amendment, Lender agrees to forbear from exercising its rights and remedies with respect to the Existing Defaults and to continue to provide funding to the Company, subject to the amendments and modifications contained herein, until the earlier of the following dates; (the "Termination Date");

(i) the Maturity Date; or;

(ii) the date of the occurrence of any Event of Default, other than the Existing Defaults.

(c) Upon the Termination Date, the agreement of Lender to continue to provide funding to the Company shall automatically and without further action terminate and be of no force and effect, it being understood and agreed that the effect of such termination will be to permit Lender to immediately exercise its rights and remedies under the Loan Documents, applicable law or otherwise.

(d) The Company and each Guarantor agree that all of the Obligations shall, if not sooner paid in accordance with the Loan Documents, be absolutely and unconditionally due and payable in full in cash by the Company and the Guarantors, subject to the limitations in each such Guarantee, to Lender on the Termination Date. In addition, at any time on or after the Termination Date, Lender may, at its option, terminate any provision of the Loan Agreement relating to future Revolving Loans, Real Estate Term Loans or Supplemental Advances by Lender to the Company. No termination of the Loan Agreement or any provisions thereof or any of the other Loan Documents shall relieve or discharge the Company or any Guarantor of their respective duties, covenants and obligations under the Loan Agreement and the other Loan Documents until all Obligations have been indefeasibly paid and satisfied in full in immediately available funds on terms and conditions acceptable to Lender. The Company and each Guarantor hereby expressly waive any right to receive notification under Section 9-611 of the UCC or otherwise of any disposition of any Collateral by Lender or its designee, and waives any rights under Sections 9-620(e) and 9-623 of the UCC.

(e) Lender has not waived, is not by this Amendment waiving, and has no intention of waiving, any Defaults or Events of Default that have occurred or which may be continuing on the date hereof or any Defaults or Events of Default, which may occur after the date hereof (whether the same or similar to the Existing Defaults or otherwise), and except as

expressly set forth in Section 6(b) hereof solely with respect to the Existing Defaults, Lender has not agreed to forbear with respect to any of its rights or remedies concerning any Defaults or Events of Default, which may have occurred or are continuing as of the date hereof or which may occur after the date hereof.

(f) Subject to Section 6(b) hereof, Lender reserves the right, in its discretion or to the extent provided in the Loan Agreement, to exercise any or all of its rights and remedies under the Loan Agreement and the other Loan Documents as a result of any Defaults or Events of Default, which may be continuing on the date hereof or any Defaults or Event of Default, which may occur after the date hereof, and Lender has not waived any of such rights or remedies, and nothing in this Amendment, and no failure, delay or course of dealing on its part in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies. No single or partial exercise of any right of Lender shall preclude any later exercise of such right, and failure by Lender to require strict performance of any provision of the Loan Documents shall not affect any right of Lender to demand strict compliance and performance thereunder.

7. Sale of Assets. Notwithstanding anything to the contrary in the Loan Agreement the Security Documents, or the other Loan Documents, the Company and each Guarantor shall not sell, assign, lease, license, transfer, abandon or otherwise dispose of any of its properties, assets and/or rights to any other Person, except for sales of Inventory in the ordinary course. The Company and each Guarantor further agree that, in the event a sale or other disposition of any assets, other then the sale of Inventory in the ordinary course, is approved, the proceeds of such sale shall be applied to the outstanding Obligations due and owing Lender by the Company and shall permanently reduce the Supplemental Advance Limit.

8. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the following conditions:

(a) Lender shall have received, in form and substance satisfactory to Lender, executed original counterparts of this Amendment, duly authorized, executed and delivered by each of Company and Guarantors; and

(b) Other than the Existing Defaults, no Default or Event of Default shall exist or have occurred and be continuing.

9. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and each Guarantor hereby ratifies, affirms, acknowledges and agrees that the Loan Agreement, the Security Documents, the Real Estate Loan Documents and the other Loan Documents represent the valid, enforceable and collectible obligations of the Company and each Guarantor, and the Company and each Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement, the Security Documents, the Real Estate Loan Documents, or the other Loan Documents. The Company and each Guarantor hereby agrees that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of the Lender, and such security interests, liens and rights are hereby ratified and confirmed by the Company and each Guarantor in all respects, and secure all Obligations of Company to Lender.

10. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and each Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Lender and, to the extent that the Company or any Guarantor have any such rights, the Company and each Guarantor hereby release, waive, and forever discharge Lender (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against the Lender.

11. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents, the Real Estate Loan Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents, the Real Estate Loan Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(c) This Amendment shall be governed by the laws of the State of New York (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by the Lender in connection with this Amendment, and the transactions contemplated hereby upon submission to the Company of itemized invoices for such expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: Raymond L McGee
Name: RAYMOND McGEE
Title: PRESIDENT

GUARANTORS

AW ANSONIA GENERATION, LLC

By: Raymond L McGee
Title: Managing Partner

Raymond L McGee
RAYMOND L. McGEE

LENDER

DEL MAR MASTER FUND, LTD.

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee
Name: Raymond McGee
Title: President

GUARANTORS

AW ANSONIA GENERATION, LLC

By: Raymond L. McGee
Title: Managing Director

RAYMOND L. McGEE

LENDER

DEL MAR MASTER FUND, LTD.

By:
Name:
Title:

SECOND AMENDED AND RESTATED PROMISSORY NOTE
December 19, 2008

$2,400,375 New York, New York

For value received, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a corporation formed and existing under the laws of the State of Delaware, authorized to transact business in the State of Connecticut, having its principal place of business in the City of Ansonia, County of New Haven, and State of Connecticut (hereinafter called "Borrower") promises to pay to the order of **DEL MAR MASTER FUND, LTD,** a Cayman Islands Company, having an office at 711 Fifth Avenue, New York, New York 10022, as assignee of **GINSBERG & GINSBERG, LLC, TRUSTEE, OF THE ABC TRUST**, (hereinafter called "Holder") or at such other place as the Holder of this Note shall from time to time designate, the principal sum of **TWO MILLION FOUR HUNDRED THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 ($2,400,375.00) DOLLARS,** together with interest from the date hereof on the unpaid principal balance hereof until all sums due hereunder have been fully paid, said interest to accrue at an annual rate of **FOURTEEN** percent **(14%).**

Interest at the aforesaid rate shall be paid on the outstanding principal balance hereof in monthly payments in arrears based upon the actual number of days and a 360 day year, beginning with the first such payment on **January 2, 2008,** and continuing with like payments of interest on the outstanding principal balance on the 1st day of each and every month thereafter until this Note is paid in full. Unless sooner demanded due to the occurrence of an Event of Default as defined herein or in any document securing this Note, the entire outstanding and unpaid principal balance hereunder, together with any accrued interest thereon which is unpaid, shall be due and payable in full on **March 17, 2010.** All payments received hereunder shall be applied first to late charges, if any, then to the payment of interest and the balance on account of the principal of this Note.

This Note is secured by Open-End Mortgages of even date herewith on property known as **75 Liberty Street and 7 Riverside Drive,** in the City of Ansonia, County of New Haven, and State of Connecticut, and **Washington Avenue,** in the City of Waterbury, County of New Haven, and State of Connecticut, (hereinafter collectively the "Mortgaged Property") executed and delivered herewith by the owner of said property as mortgagor (hereinafter the "Mortgagor") in favor of Holder and by all of the Collateral as set forth in the Loan Documents (as hereinafter defined).

1. **Prepayment Penalty:** Borrower may prepay this Note in whole or in part without penalty.

2. **Event of Default:** The entire unpaid balance and accrued interest on this Note, together with any other amounts that Borrower owes to Holder, shall become immediately due and payable, at the option of the Holder, without notice to Borrower and without presentment, demand, protest or notice of any kind, all of which is hereby expressly waived by Borrower, upon the occurrence of any of the following events of default, each hereinafter defined as ("Event of Default"):

a. Failure to pay an installment of principal or interest as provided for in this

Note, when the same is due.

b. Failure to pay any tax or municipal assessment against the Mortgaged Property when the same is due and payable.

c. Failure to pay fire or other insurance premiums when the same is due and payable.

d. Failure to keep and perform any of the agreements or provisions contained in the Mortgage, this Note, Assignment of Rents, Security Agreement, and other documents executed in connection with the loan of which this Note is part (the "Loan"), the Loan and Consignment Agreement, dated October 1, 2004, by and between Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, restated or replaced (the "Loan Agreement") and any other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, evidencing the Loan and the security therefore, all such documents together with this Note and the Mortgages hereinafter called collectively the "Loan Documents, evidencing the Loan and the security therefore, all such documents together with this Note and the Mortgages hereinafter called collectively the "Loan Documents."

e. The transfer of all or part of the legal or equitable ownership of the Mortgaged Property except as otherwise permitted.

f. Non-compliance by Borrower with the terms, covenants, provisions, and conditions of this Note, the Mortgages, or any of the Loan Documents.

g. The existence of any collusion or bad faith by or with the acquiescence of Borrower in the making execution or delivery of this Note, the Mortgages, or any of the Loan Documents.

h. If any representation or warranty made in the Loan Documents or any certificate or statement furnished by Borrower pursuant to or in connection with the Loan Documents shall prove to have been false in any material respect on the date of which the facts therein set forth were certified, or any financial statements furnished to Holder have omitted any material contingent, liquidated or unliquidated liability or claim against Borrower, known to Borrower, or if, upon the date of the execution of the Loan Documents, there shall have been any material adverse change in any of the facts disclosed on any such statement, which change shall not have been disclosed by Borrower or to Holder in writing prior to the time of such execution.

i. Failure of Borrower to procure the dismissal or disposition to the satisfaction of the Holder of any proceedings which could or might affect the validity or priority of the Mortgages, or of any Loan Document, or which could or might materially affect Borrower's ability to perform pursuant to any of the Loan Documents.

j. If Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for any or a substantial part of any of Borrower's assets, or if Borrower shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of

debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been commenced against Borrower any such action in which an order for relief is entered which remains undismissed for a period of thirty days or more; or Borrower by any act or omission, shall indicate its consent to, approval of or acquiescence in any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty days or more.

k. Intentionally blank.

l. If Borrower shall have concealed, removed, or permitted to be concealed or removed, any part of any of its property, with intent to hinder, delay or defraud any of its creditors.

m. If any governmental agency or department shall take control of a substantial part of the assets of Borrower, or if Borrower shall lose any license, permit, or other governmental approval or authorization required in connection with the Mortgaged Property or for the operation of Borrower's business or if any such license, permit or approval shall be suspended, terminated or revoked.

n. If any tax lien is filed by any government agency against the Mortgaged Property and the same remains unsatisfied, undischarged or unsecured, for a period of thirty days, unless Borrower is contesting the tax obligation giving rise to the lien, in good faith and by appropriate proceedings, and has created adequate reserve to be held by the Mortgagee, in the Mortgagee's opinion, against such liability.

o. If Borrower fails to provide financial statements to Mortgagee as such financial statements may be reasonably requested by Mortgagee or if Borrower fails to comply with any provision of any loan term sheet or loan commitment letter issued in connection with the Loan.

p. If Borrower defaults on any other loan obligation or agreement with Holder or otherwise fails to pay any other amount owed by Borrower to Holder however arising.

q. If Mortgagor shall place additional financing or further encumber the Mortgaged Property at any time, without the prior consent of the Mortgagee.

r. If Borrower sells, transfers, pledges, or otherwise conveys any portion of its interest in the Mortgaged Property except as otherwise permitted.

r. If Borrower sells, transfers, pledges, or otherwise conveys any portion of its interest in the Mortgaged Property except as otherwise permitted.

s. If there is a change in the ownership, shareholders, or membership interest

ownership of Borrower (except any change occasioned by the death of any member or shareholder) at any time, without the prior consent of the Holder which will not be unreasonably withheld.

t. If there shall be any material adverse change in the Mortgaged Property, or Borrower.

Borrower further agrees to pay on demand, in addition to the principal sum and interest provided for herein, any taxes or duties assessed upon this Note or the debt evidenced hereby and to pay all costs and expenses, including without limitation, reasonable attorney's fees incurred by the Holder hereof in any proceeding for collection of the debt evidenced hereby, any foreclosure of the Commercial Mortgage Deed securing this Note or any security agreement securing the same, in protecting or sustaining the lien of said Mortgage or security agreement, or in any litigation or controversy arising from or connected with this Note and any Mortgage or security agreement securing the same.

Notwithstanding any representation, warranty, covenant, event of default or other provision contained in this Note or any other document or affidavit related hereto, the past due water and sewer charges owed to the City of Waterbury, the amount of which is disputed by the Borrower, and any lien related thereto are acknowledged by the Holder, shall not be required by Holder to be paid, and shall not create and event of default hereunder or under any other document related hereto.

3. Default Rate: In the event of any default under the Loan Documents, the interest rate of this Note, will be increased to **EIGHTEEN** percent **(18%)** per annum without notice to Borrower, until the Loan is satisfied or all defaults, including any and all arrears, are cured under the terms of this Note or the Mortgage Deed, and any document related thereto. The increase in interest rate will accrue from the default date, as described above.

4. Late Charges: Borrower will pay to Lender a late charge of **TEN** percent (10%) of any monthly interest, or principal and interest payment not received on the date such payment is due hereunder.

5. Security Interest: This Note has been executed and delivered in accordance with the Mortgages, the Loan Agreement and other Loan Documents of even date between Borrower and the Holder, incorporated herein by reference, which set forth further terms and conditions upon which the entire unpaid principal hereof and all interest hereon may become due and payable prior to the stated maturity date hereof, and generally as to further rights of the Holder and duties of Borrower, with respect hereto.

BORROWER ACKNOWLEDGES THAT THIS NOTE AND ACCOMPANYING MORTGAGES ARE PART OF A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION.

TO THE EXTENT ALLOWED UNDER CONNECTICUT GENERAL STATUTES SECTION 52-278f, OR BY OTHER APPLICABLE LAW, BORROWER HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND HEARING

UNDER CONNECTICUT GENERAL STATUTES SECTION 52-278a to 52-278g, INCLUSIVE AS THE SAME MAY BE AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL, OR CONSTITUTIONAL, THAT MAY BE HEREAFTER ENACTED, WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH HOLDER OR ITS SUCCESSORS AND ASSIGNS MAY DESIRE TO USE.

BORROWER HEREBY FURTHER WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND AND ANY RIGHT TO REQUEST A COURT TO REQUIRE THE HOLDER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT UNDER CONNECTICUT GENERAL STATUTES SECTION 52-278a to 52-278n, INCLUSIVE AS THE SAME MAY BE AMENDED.

BORROWER INTENDS THAT IN THE EVENT OF ANY LEGAL ACTION BETWEEN BORROWER AND THE HOLDER, OR ANY SUBSEQUENT HOLDER OF THE NOTE (THE "HOLDER"), THE HOLDER OR ANY HOLDER MAY INVOKE ANY PREJUDGMENT REMEDY WITHOUT GIVING BORROWER ANY PRIOR NOTICE OR PRIOR OPPORTUNITY FOR A HEARING. BORROWER SPECIFICALLY AUTHORIZES THE ATTORNEY FOR THE HOLDER OR ANY HOLDER TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT PRIOR COURT ORDER.

BORROWER HEREBY WAIVES IT RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED OR RELATED TO THE MORTGAGES, THIS NOTE, THE LOAN DOCUMENTS, THE MORTGAGED PROPERTY, THE RELATIONSHIP OF BORROWER AND HOLDER, OR ANY CLAIM OF DAMAGE TO BORROWER OR THE MORTGAGED PROPERTY.

BORROWER HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL AND FURTHER CONSENTS THAT ANY PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO SAID COURTS OR JUDGE THEREOF, OR ANY NOTICE IN CONNECTION WITH ANY PROCEEDING HEREUNDER MAY BE SERVED (I) INSIDE OR OUTSIDE THE STATE OF NEW YORK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND SERVICE OR NOTICE SO SERVED SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED OR (II) IN SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH MAILING, BORROWER SHALL APPEAR IN ANSWER TO SUCH PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO SAID COURTS, FAILING WHICH BORROWER SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY

BE ENTERED BY HOLDER AGAINST BORROWER FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED THEREIN.

BORROWER FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NON-PAYMENT, PROTEST OR NOTICE OF PROTEST AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS, AND AGREES THAT THE TIME FOR PAYMENT OF THIS NOTE MAY BE EXTENDED AT THE HOLDER'S SOLE DISCRETION, WITHOUT IMPAIRING THEIR LIABILITY THEREON, AND FURTHER CONSENTS TO THE RELEASE OF ALL OR ANY PART OF THE SECURITY FOR THE PAYMENT HEREOF AT THE DISCRETION OF THE HOLDER, OR THE RELEASE OF ANY OTHER PARTIES HERETO. ANY DELAY ON THE PART OF THE HOLDER IN EXERCISING ANY RIGHT HEREUNDER SHALL NOT OPERATE AS A WAIVER OF ANY SUCH RIGHT, AND ANY WAIVER GRANTED FOR ONE OCCASION SHALL NOT OPERATE AS A WAIVER IN THE EVENT OF ANY SUBSEQUENT DEFAULT.

The execution and delivery of this Note has been authorized by the Board of Directors and by any necessary vote or consent of the stockholders of Borrower. Borrower hereby authorizes Holder to complete this Note in any particulars according to the terms of the loan evidenced hereby.

This Note shall bind the heirs, executors, administrators, successors and assigns of the Borrower and shall inure to the benefit of the Holder, its successors, assigns and beneficiaries.

This Note shall be governed by and construed in accordance with the laws of the State of New York..

This Note amends and restates in its entirety the Amended and Restated Promissory Note, dated December 20, 2007 heretofore executed and delivered by Borrower in favor of Ginsberg (the "Existing Note"), and, further evidences additional loans made by Lender to Borrower on or about the date hereof. This Note is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing Note. This Note is not intended to extinguish, release or otherwise discharge Borrower's obligations under the Existing Note and is not intended to be a novation of the Borrower's obligations thereunder.

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee

RAYMOND L. MCGEE
President

ANSONIA COPPER & BRASS

ISO 9001
BUREAU VERITAS Certification

CERTIFIED MAIL

March 30, 2010

Mr. Andrew M. Kramer
Otterbourg, Steindler, Houston & Rosen, P.C.
230 Park Avenue
New York, NY 10169

Dear Andrew,

Enclosed are the following executed documents, which follow the pdf copies that were sent over via e-mail:

1. Amendment No.10 (4 copies)
2. Second Amended and Restated Promissory Note
3. Amendment No.11 (4 copies)
4. Third Amended and Restated Promissory Note

Regards,

S. R. Turner
Vice President-Finance & CFO

725 Bank St. - Waterbury, Connecticut 06708
Telephone: (203) 755-6087 FAX: (203) 756-1330 web: www.ansoniacb.com

AMENDMENT NO. 11 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS

This AMENDMENT NO. 11 TO LOAN AND CONSIGNMENT AGREEMENT, CONSENT AND RESERVATION OF RIGHTS (this "Amendment") is dated as of March 17, 2010, among ANSONIA COPPER & BRASS, INC., a Delaware corporation (the "Company"), RAYMOND L. McGEE (the "McGee"), AW ANSONIA GENERATION, LLC ("AW Ansonia", together with McGee, individually a "Guarantor" and collectively "Guarantors"), and DEL MAR MASTER FUND, LTD., ("Del Mar" or "Lender"), as assignee of BANK OF AMERICA, N.A., as assignee of Fleet Precious Metals Inc. and as assignee of Banc of America Leasing & Capital, LLC, successor to Fleet Capital Corporation ("BoA"), and amends that certain Loan and Consignment Agreement, dated as of October 1, 2004, as previously amended, among Company and Lender (the "Loan Agreement").

WHEREAS, McGee is a party to a Guaranty of Validity, dated as of October 18, 2007 (the "Validity Guaranty") in favor of Lender, and a Limited Non-Recourse Guarantee, dated October 18, 2007 (the "Non-Recourse Guarantee"), in favor of Lender;

WHEREAS, AW Ansonia is a party to a Guarantee, dated October 18, 2007 (the "Ansonia Guarantee") in favor of Lender;

WHEREAS, various Events of Default (as defined in the Loan Agreement) have occurred and are continuing under the Loan Agreement and, as a result of the occurrence and continuance of such Events of Default, Lender is entitled, subject to its agreement to forbear contained in the Loan Agreement and in section 6(b) herein, to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding obligations of the Company, the right to terminate all credit facilities under the Loan Agreement, the right not to extend further credit under the Loan Agreement, the right to take enforcement actions against the Company and the right to make demand for payment upon AW Ansonia and McGee;

WHEREAS, as of the date hereof, Lender has elected not to exercise its rights against the Company, AW Ansonia or McGee but expressly reserves the right to exercise any and all such rights at any time in the future, subject to its agreement to forbear contained in the Loan Agreement and in section 6(b) hereof and subject to the terms and conditions of this Amendment;

WHEREAS, the Company has requested, among other things, that Lender agree to certain amendments to the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) to provide for (i) an increase of the Supplemental Advance Limit, (ii) an increase of the limit on the total amount of Advances available under the Loan Agreement and (iii) extend the Maturity Date, and Lender is willing to agree to make such amendments, subject to the terms and conditions and to the extent set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein, which are defined in the Loan Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Acknowledgments

(a) Acknowledgment of Obligations. The Company and each Guarantor hereby acknowledge, confirm and agree that as of the close of business on March 17, 2010: (i) the Company, AW Ansonia and McGee are indebted to Lender for obligations in the aggregate principal amount of not less than $29,015,689, which amount consists of Revolving Loans in the aggregate principal amount of $3,949,419, the Real Estate Term Loan in the aggregate amount of $2,400,375, and Supplemental Advances in the aggregate principal amount of $22,665,895 and that such principal amount together with all interest accrued and accruing thereon, and all costs, fees, expenses and other charges now or hereafter payable by the Company, AW Ansonia and McGee to Lender, is, as of the date hereof, unconditionally owing by the Company, AW Ansonia and McGee to Lender, without offset, defense or counterclaim of any kind, nature or description whatsoever. The Company and each Guarantor acknowledge, confirm and agree that, subject to the limitations set forth in the Validity Guarantee, the Non-Recourse Guarantee and in any of the other guarantees executed and delivered by Guarantors in favor of Lender, the obligations, liabilities and indebtedness of each of them to Lender for the payment and performance of the obligations, including without limitation, the Real Estate Term Loan (after giving effect to this Amendment No. 11) pursuant to the Loan Documents are unconditionally owing to Lender without offset, defense or counterclaim of any kind, nature or description whatsoever.

(b) Acknowledgment of Security Interests. The Company and each Guarantor hereby acknowledge, confirm and agree that (i) Lender has and shall continue to have valid, enforceable and perfected liens upon and security interests in the assets and properties of the Company heretofore granted to Lender, pursuant to the Loan Documents or otherwise granted to or held by Lender, and (ii) the liens upon and security interests in the assets and properties of the Company as set forth in the Existing Mortgages and accompanying Existing Real Estate Loan Documents (as assigned to Lender, together with the Amended and Restated Promissory Note, collectively the "Real Estate Loan Documents" and are included within the definition of Loan Documents) are valid, enforceable and perfected.

(c) Binding Effect of Documents. The Company and each Guarantor hereby acknowledge, confirm and agree that: (a) each of the Loan Documents (including, all agreements, documents and instruments executed and/or delivered in connection therewith or related thereto) and the Real Estate Loan Documents to which it is a party has been duly executed and delivered to Lender, and each is in full force and effect as of the date hereof, (b) the agreements and obligations of the Company and each Guarantor contained in such Loan Documents and the Real Estate Loan Documents constitute the legal, valid and binding obligations of the Company and each Guarantor, as the case may be, enforceable against them in accordance with their respective terms and the Company and each Guarantor, as of the date hereof, have no valid defense to the enforcement of such obligations, and (c) Lender is and shall

be entitled to the rights, remedies and benefits provided for in the Loan Documents and applicable law.

3. Additional Definitions. As used herein, the term "Amendment No. 11" means Amendment No. 11 to Loan and Consignment Agreement, Consent and Reservations of Rights, dated as of March 17, 2010, by and among The Company, each Guarantor and Lender and the Loan Agreement and the other Loan Documents are hereby amended to include, in addition and not in limitation, such term.

4. Amendment to Section 4.12. Section 4.12 of the Loan Agreement is hereby amended as follows:

(a) Section 4.12(a) "Supplemental Advances Limit" is hereby amended to delete the reference to "$22,700,000" and replace it with "$25,200,000".

(b Section 4.12(c)(i) "Supplemental Advance Termination Date" is hereby amended to delete the reference to "March 17, 2010 and replace it with "December 31, 2010".

(c) Section 4.12(f)(i) of the Loan Agreement "Supplemental Advances" is hereby amended to delete the last sentence thereof and replace it with the following:

"Notwithstanding anything to the contrary set forth herein, in no event shall the sum of the aggregate amount of outstanding Supplemental Advances, plus the aggregate amount of all other outstanding Revolving Loans, including the Supplemental Advances, and Term Loans, including the Real Estate Loans, at any time exceed the amount of $31,700,000."

5. Amendment to Section 14.9. Section 14.9 of the Loan Agreement is hereby amended to add the following at the end thereof:

(c) Purchase money security interests in favor of Electric Boat Works in inventory to secure Indebtedness permitted under Section 14.30(f) herein, provided that the terms and conditions of the purchase money security interest, including the form of UCC-1 financing statement, are in form and substance acceptable to Lender.

6. Amendment to Section 14.30. Section 14.30 of the Loan Agreement is hereby amended to add the following subsection at the end thereof:

"(f) purchase money Indebtedness arising after the date hereof to the extent secured by purchase money security interests in raw materials purchased from Electric Boat Works not to exceed $600,000 in the aggregate at any time outstanding so long as such security interests do not apply to any property, including without limitation, the proceeds thereof (including accounts receivable) of such Borrower, Guarantor or Subsidiary other than the raw materials so acquired, and the Indebtedness secured thereby does not exceed the cost of the raw materials so acquired, as the case may be;"

7. Extension of Maturity Date. Subject to the satisfaction of the terms and conditions set forth in Section 9, hereof, effective on the date of execution of this Amendment, the "Maturity Date" under the Loan Agreement shall be extended from March 17, 2010 to the

earlier to occur of (a) December 31, 2010 and (b) the date of the occurrence of any Event of Default, other than the Existing Defaults. Notwithstanding anything to the contrary set forth in this Amendment, the Term Note, the Amended and Restated Term Note or any other document or instrument executed or delivered by the Company or the Lender prior to the date of this Amendment, all Obligations of the Company of every kind (including, without limitation, obligations under the Revolving Loan A, the Term Loan and the Real Estate Term Loan) shall be due and payable in full on the earlier to occur of (i) December 31, 2010 and (ii) the date the Lender elects to accelerate the maturity of the Obligations, after the occurrence of any Event of Default other than the Existing Defaults by written notice to the Company.

8. Reservation of Rights/Forbearance.

(a) The Company and each Guarantor hereby acknowledges and agrees, by their execution of this Amendment, that various Events of Default (as defined in the Loan Agreement) have occurred and are continuing and, as a result of the occurrence and continuance of such Events of Defaults identified on Schedule 10(a) (which is attached to Amendment No. 7, collectively the "Existing Defaults"), Lender is entitled to exercise various rights and remedies, including, without limitation, the right to accelerate the outstanding Obligations of Company, the right to make demand for payment upon Guarantors, the right to impose the applicable default interest rate under the Loan Agreement, the right to refuse to make additional Revolving Loans or Supplemental Advances or extend further credit to the Company, and the right to take enforcement actions against Company, Guarantors and the collateral securing the Obligations. As of the date hereof, Lender has elected not to exercise any such rights, but expressly reserves the right to exercise any and all such rights at any time in the future, subject to the provisions of Section 6(b) below. The Company and each Guarantor, by their execution of this Amendment, hereby further acknowledge and agree that nothing in this Amendment or in any discussions between Lender and Company or between Lender and each Guarantor shall be construed as, and no failure or delay of Lender in exercising any rights or remedies against the Company or any Guarantor shall operate as a waiver of, any existing Events of Default, or any other Events of Default that may be continuing or that may arise in the future, or of any other rights or remedies that may be available to Lender under the Loan Agreement, the Security Documents or any related documents, or applicable law, all of which are hereby expressly reserved.

(b) In reliance upon the representations, warranties and covenants of the Company and each Guarantor contained herein, and subject to the rights and remedies of Lender set forth in the Loan Agreement, as amended by this Amendment, Lender agrees to forbear from exercising its rights and remedies with respect to the Existing Defaults and to continue to provide funding to the Company, subject to the amendments and modifications contained herein, until the earlier of the following dates; (the "Termination Date");

(i) the Maturity Date; or;

(ii) the date of the occurrence of any Event of Default, other than the Existing Defaults.

(c) Upon the Termination Date, the agreement of Lender to continue to provide funding to the Company shall automatically and without further action terminate and be of no force and effect, it being understood and agreed that the effect of such termination will be

to permit Lender to immediately exercise its rights and remedies under the Loan Documents, applicable law or otherwise.

(d) The Company and each Guarantor agree that all of the Obligations shall, if not sooner paid in accordance with the Loan Documents, be absolutely and unconditionally due and payable in full in cash by the Company and the Guarantors, subject to the limitations in each such Guarantee, to Lender on the Termination Date. In addition, at any time on or after the Termination Date, Lender may, at its option, terminate any provision of the Loan Agreement relating to future Revolving Loans, Real Estate Term Loans or Supplemental Advances by Lender to the Company. No termination of the Loan Agreement or any provisions thereof or any of the other Loan Documents shall relieve or discharge the Company or any Guarantor of their respective duties, covenants and obligations under the Loan Agreement and the other Loan Documents until all Obligations have been indefeasibly paid and satisfied in full in immediately available funds on terms and conditions acceptable to Lender. The Company and each Guarantor hereby expressly waive any right to receive notification under Section 9-611 of the UCC or otherwise of any disposition of any Collateral by Lender or its designee, and waives any rights under Sections 9-620(e) and 9-623 of the UCC.

(e) Lender has not waived, is not by this Amendment waiving, and has no intention of waiving, any Defaults or Events of Default that have occurred or which may be continuing on the date hereof or any Defaults or Events of Default, which may occur after the date hereof (whether the same or similar to the Existing Defaults or otherwise), and except as expressly set forth in Section 6(b) hereof solely with respect to the Existing Defaults, Lender has not agreed to forbear with respect to any of its rights or remedies concerning any Defaults or Events of Default, which may have occurred or are continuing as of the date hereof or which may occur after the date hereof.

(f) Subject to Section 6(b) hereof, Lender reserves the right, in its discretion or to the extent provided in the Loan Agreement, to exercise any or all of its rights and remedies under the Loan Agreement and the other Loan Documents as a result of any Defaults or Events of Default, which may be continuing on the date hereof or any Defaults or Event of Default, which may occur after the date hereof, and Lender has not waived any of such rights or remedies, and nothing in this Amendment, and no failure, delay or course of dealing on its part in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies. No single or partial exercise of any right of Lender shall preclude any later exercise of such right, and failure by Lender to require strict performance of any provision of the Loan Documents shall not affect any right of Lender to demand strict compliance and performance thereunder.

9. Sale of Assets. Notwithstanding anything to the contrary in the Loan Agreement the Security Documents, or the other Loan Documents, the Company and each Guarantor shall not sell, assign, lease, license, transfer, abandon or otherwise dispose of any of its properties, assets and/or rights to any other Person, except for sales of Inventory in the ordinary course. The Company and each Guarantor further agree that, in the event a sale or other disposition of any assets, other then the sale of Inventory in the ordinary course, is approved, the proceeds of such sale shall be applied to the outstanding Obligations due and owing Lender by the Company and shall permanently reduce the Supplemental Advance Limit.

10. Condition to Effectiveness. The effectiveness of this Amendment shall be subject to the following conditions:

(a) Lender shall have received, in form and substance satisfactory to Lender, executed original counterparts of this Amendment, duly authorized, executed and delivered by each of Company and Guarantors;

(b) Other than the Existing Defaults, no Default or Event of Default shall exist or have occurred and be continuing. and

9c) Lender shall have received a Third Amended and Restated Promissory Note, duly executed and delivered by the Company.

11. Reaffirmation. From and after the date hereof, all references in the Loan Agreement and the Security Documents to the Loan Agreement shall mean the Loan Agreement as amended. The Company and each Guarantor hereby ratifies, affirms, acknowledges and agrees that the Loan Agreement, the Security Documents, the Real Estate Loan Documents and the other Loan Documents represent the valid, enforceable and collectible obligations of the Company and each Guarantor, and the Company and each Guarantor further acknowledge that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Loan Agreement, the Security Documents, the Real Estate Loan Documents, or the other Loan Documents. The Company and each Guarantor hereby agrees that this Amendment in no way acts as a release or relinquishment of the security interest, liens and rights of the Lender, and such security interests, liens and rights are hereby ratified and confirmed by the Company and each Guarantor in all respects, and secure all Obligations of Company to Lender.

12. Release and Waiver of Claims, Defenses and Rights of Set Off. The Company and each Guarantor acknowledge, represent and warrant that they do not have any claim, cause of action, defense, or right of set off against Lender and, to the extent that the Company or any Guarantor have any such rights, the Company and each Guarantor hereby release, waive, and forever discharge Lender (together with its predecessors, successors and assigns) from each action, cause of action, suit, debt, defense, right of set off, or other claim whatsoever, in law or in equity, known or unknown against the Lender.

13. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Loan Agreement, the Security Documents, the Real Estate Loan Documents and all related documents shall remain in full force and effect. Whenever the terms or sections amended hereby shall be referred to in the Loan Agreement, the Security Documents, the Real Estate Loan Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

© This Amendment shall be governed by the laws of the State of New York (excluding the laws applicable to conflicts or choices of law) and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Company agrees to pay all reasonable expenses, including legal fees and disbursements incurred by the Lender in connection with this Amendment, and the transactions contemplated hereby upon submission to the Company of itemized invoices for such expenses.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment which shall be deemed to be a sealed instrument as of the date first above written.

COMPANY

ANSONIA COPPER & BRASS, INC.

By: _____
Name: Raymond L. McGee
Title: CEO

GUARANTORS

AW ANSONIA GENERATION, LLC

By: _____
Title: Managing Member

_____
RAYMOND L. McGEE

LENDER

DEL MAR MASTER FUND, LTD.

By:_____
Name:
Title:

THIRD AMENDED AND RESTATED PROMISSORY NOTE
March 17, 2010

$2,400,375 New York, New York

For value received, the undersigned, **ANSONIA COPPER & BRASS, INC.,** a corporation formed and existing under the laws of the State of Delaware, authorized to transact business in the State of Connecticut, having its principal place of business in the City of Ansonia, County of New Haven, and State of Connecticut (hereinafter called "Borrower") promises to pay to the order of **DEL MAR MASTER FUND, LTD,** a Cayman Islands Company, having an office at 711 Fifth Avenue, New York, New York 10022, as assignee of **GINSBERG & GINSBERG, LLC, TRUSTEE, OF THE ABC TRUST,** (hereinafter called "Holder") or at such other place as the Holder of this Note shall from time to time designate, the principal sum of **TWO MILLION FOUR HUNDRED THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 ($2,400,375.00) DOLLARS,** together with interest from the date hereof on the unpaid principal balance hereof until all sums due hereunder have been fully paid, said interest to accrue at an annual rate of **FOURTEEN** percent **(14%).**

Interest at the aforesaid rate shall be paid on the outstanding principal balance hereof in monthly payments in arrears based upon the actual number of days and a 360 day year, beginning with the first such payment on **January 2, 2008,** and continuing with like payments of interest on the outstanding principal balance on the 1st day of each and every month thereafter until this Note is paid in full. Unless sooner demanded due to the occurrence of an Event of Default as defined herein or in any document securing this Note, the entire outstanding and unpaid principal balance hereunder, together with any accrued interest thereon which is unpaid, shall be due and payable in full on **December 31, 2010.** All payments received hereunder shall be applied first to late charges, if any, then to the payment of interest and the balance on account of the principal of this Note.

This Note is secured by Open-End Mortgages of even date herewith on property known as **75 Liberty Street and 7 Riverside Drive,** in the City of Ansonia, County of New Haven, and State of Connecticut, and **Washington Avenue,** in the City of Waterbury, County of New Haven, and State of Connecticut, (hereinafter collectively the "Mortgaged Property") executed and delivered herewith by the owner of said property as mortgagor (hereinafter the "Mortgagor") in favor of Holder and by all of the Collateral as set forth in the Loan Documents (as hereinafter defined).

1. **Prepayment Penalty:** Borrower may prepay this Note in whole or in part without penalty.

2. **Event of Default:** The entire unpaid balance and accrued interest on this Note, together with any other amounts that Borrower owes to Holder, shall become immediately due and payable, at the option of the Holder, without notice to Borrower and without presentment, demand, protest or notice of any kind, all of which is hereby expressly waived by Borrower, upon the occurrence of any of the following events of default, each hereinafter defined as ("Event of Default"):

a. Failure to pay an installment of principal or interest as provided for in this

Note, when the same is due.

b. Failure to pay any tax or municipal assessment against the Mortgaged Property when the same is due and payable.

c. Failure to pay fire or other insurance premiums when the same is due and payable.

d. Failure to keep and perform any of the agreements or provisions contained in the Mortgage, this Note, Assignment of Rents, Security Agreement, and other documents executed in connection with the loan of which this Note is part (the "Loan"), the Loan and Consignment Agreement, dated October 1, 2004, by and between Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, restated or replaced (the "Loan Agreement") and any other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, evidencing the Loan and the security therefore, all such documents together with this Note and the Mortgages hereinafter called collectively the "Loan Documents, evidencing the Loan and the security therefore, all such documents together with this Note and the Mortgages hereinafter called collectively the "Loan Documents."

e. The transfer of all or part of the legal or equitable ownership of the Mortgaged Property except as otherwise permitted.

f. Non-compliance by Borrower with the terms, covenants, provisions, and conditions of this Note, the Mortgages, or any of the Loan Documents.

g. The existence of any collusion or bad faith by or with the acquiescence of Borrower in the making execution or delivery of this Note, the Mortgages, or any of the Loan Documents.

h. If any representation or warranty made in the Loan Documents or any certificate or statement furnished by Borrower pursuant to or in connection with the Loan Documents shall prove to have been false in any material respect on the date of which the facts therein set forth were certified, or any financial statements furnished to Holder have omitted any material contingent, liquidated or unliquidated liability or claim against Borrower, known to Borrower, or if, upon the date of the execution of the Loan Documents, there shall have been any material adverse change in any of the facts disclosed on any such statement, which change shall not have been disclosed by Borrower or to Holder in writing prior to the time of such execution.

i Failure of Borrower to procure the dismissal or disposition to the satisfaction of the Holder of any proceedings which could or might affect the validity or priority of the Mortgages, or of any Loan Document, or which could or might materially affect Borrower's ability to perform pursuant to any of the Loan Documents.

j. If Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for any or a substantial part of any of Borrower's assets, or if Borrower shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of

debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been commenced against Borrower any such action in which an order for relief is entered which remains undismissed for a period of thirty days or more; or Borrower by any act or omission, shall indicate its consent to, approval of or acquiescence in any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty days or more.

k. Intentionally blank.

l. If Borrower shall have concealed, removed, or permitted to be concealed or removed, any part of any of its property, with intent to hinder, delay or defraud any of its creditors.

m. If any governmental agency or department shall take control of a substantial part of the assets of Borrower, or if Borrower shall lose any license, permit, or other governmental approval or authorization required in connection with the Mortgaged Property or for the operation of Borrower's business or if any such license, permit or approval shall be suspended, terminated or revoked.

n. If any tax lien is filed by any government agency against the Mortgaged Property and the same remains unsatisfied, undischarged or unsecured, for a period of thirty days, unless Borrower is contesting the tax obligation giving rise to the lien, in good faith and by appropriate proceedings, and has created adequate reserve to be held by the Mortgagee, in the Mortgagee's opinion, against such liability.

o. If Borrower fails to provide financial statements to Mortgagee as such financial statements may be reasonably requested by Mortgagee or if Borrower fails to comply with any provision of any loan term sheet or loan commitment letter issued in connection with the Loan.

p. If Borrower defaults on any other loan obligation or agreement with Holder or otherwise fails to pay any other amount owed by Borrower to Holder however arising.

q. If Mortgagor shall place additional financing or further encumber the Mortgaged Property at any time, without the prior consent of the Mortgagee.

r. If Borrower sells, transfers, pledges, or otherwise conveys any portion of its interest in the Mortgaged Property except as otherwise permitted.

r. If Borrower sells, transfers, pledges, or otherwise conveys any portion of its interest in the Mortgaged Property except as otherwise permitted.

s. If there is a change in the ownership, shareholders, or membership interest

ownership of Borrower (except any change occasioned by the death of any member or shareholder) at any time, without the prior consent of the Holder which will not be unreasonably withheld.

t. If there shall be any material adverse change in the Mortgaged Property, or Borrower.

Borrower further agrees to pay on demand, in addition to the principal sum and interest provided for herein, any taxes or duties assessed upon this Note or the debt evidenced hereby and to pay all costs and expenses, including without limitation, reasonable attorney's fees incurred by the Holder hereof in any proceeding for collection of the debt evidenced hereby, any foreclosure of the Commercial Mortgage Deed securing this Note or any security agreement securing the same, in protecting or sustaining the lien of said Mortgage or security agreement, or in any litigation or controversy arising from or connected with this Note and any Mortgage or security agreement securing the same.

Notwithstanding any representation, warranty, covenant, event of default or other provision contained in this Note or any other document or affidavit related hereto, the past due water and sewer charges owed to the City of Waterbury, the amount of which is disputed by the Borrower, and any lien related thereto are acknowledged by the Holder, shall not be required by Holder to be paid, and shall not create and event of default hereunder or under any other document related hereto.

3. Default Rate: In the event of any default under the Loan Documents, the interest rate of this Note, will be increased to **EIGHTEEN** percent **(18%)** per annum without notice to Borrower, until the Loan is satisfied or all defaults, including any and all arrears, are cured under the terms of this Note or the Mortgage Deed, and any document related thereto. The increase in interest rate will accrue from the default date, as described above.

4. Late Charges: Borrower will pay to Lender a late charge of **TEN** percent (10%) of any monthly interest, or principal and interest payment not received on the date such payment is due hereunder.

5. Security Interest: This Note has been executed and delivered in accordance with the Mortgages, the Loan Agreement and other Loan Documents of even date between Borrower and the Holder, incorporated herein by reference, which set forth further terms and conditions upon which the entire unpaid principal hereof and all interest hereon may become due and payable prior to the stated maturity date hereof, and generally as to further rights of the Holder and duties of Borrower, with respect hereto.

BORROWER ACKNOWLEDGES THAT THIS NOTE AND ACCOMPANYING MORTGAGES ARE PART OF A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION.

TO THE EXTENT ALLOWED UNDER CONNECTICUT GENERAL STATUTES SECTION 52-278f, OR BY OTHER APPLICABLE LAW, BORROWER HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND HEARING

UNDER CONNECTICUT GENERAL STATUTES SECTION 52-278a to 52-278g, INCLUSIVE AS THE SAME MAY BE AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL, OR CONSTITUTIONAL, THAT MAY BE HEREAFTER ENACTED, WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH HOLDER OR ITS SUCCESSORS AND ASSIGNS MAY DESIRE TO USE.

BORROWER HEREBY FURTHER WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND AND ANY RIGHT TO REQUEST A COURT TO REQUIRE THE HOLDER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT UNDER CONNECTICUT GENERAL STATUTES SECTION 52-278a to 52-278n, INCLUSIVE AS THE SAME MAY BE AMENDED.

BORROWER INTENDS THAT IN THE EVENT OF ANY LEGAL ACTION BETWEEN BORROWER AND THE HOLDER, OR ANY SUBSEQUENT HOLDER OF THE NOTE (THE "HOLDER"), THE HOLDER OR ANY HOLDER MAY INVOKE ANY PREJUDGMENT REMEDY WITHOUT GIVING BORROWER ANY PRIOR NOTICE OR PRIOR OPPORTUNITY FOR A HEARING. BORROWER SPECIFICALLY AUTHORIZES THE ATTORNEY FOR THE HOLDER OR ANY HOLDER TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT PRIOR COURT ORDER.

BORROWER HEREBY WAIVES IT RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED OR RELATED TO THE MORTGAGES, THIS NOTE, THE LOAN DOCUMENTS, THE MORTGAGED PROPERTY, THE RELATIONSHIP OF BORROWER AND HOLDER, OR ANY CLAIM OF DAMAGE TO BORROWER OR THE MORTGAGED PROPERTY.

BORROWER HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL AND FURTHER CONSENTS THAT ANY PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO SAID COURTS OR JUDGE THEREOF, OR ANY NOTICE IN CONNECTION WITH ANY PROCEEDING HEREUNDER MAY BE SERVED (I) INSIDE OR OUTSIDE THE STATE OF NEW YORK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND SERVICE OR NOTICE SO SERVED SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED OR (II) IN SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH MAILING, BORROWER SHALL APPEAR IN ANSWER TO SUCH PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO SAID COURTS, FAILING WHICH BORROWER SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY

BE ENTERED BY HOLDER AGAINST BORROWER FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED THEREIN.

BORROWER FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NON-PAYMENT, PROTEST OR NOTICE OF PROTEST AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS, AND AGREES THAT THE TIME FOR PAYMENT OF THIS NOTE MAY BE EXTENDED AT THE HOLDER'S SOLE DISCRETION, WITHOUT IMPAIRING THEIR LIABILITY THEREON, AND FURTHER CONSENTS TO THE RELEASE OF ALL OR ANY PART OF THE SECURITY FOR THE PAYMENT HEREOF AT THE DISCRETION OF THE HOLDER, OR THE RELEASE OF ANY OTHER PARTIES HERETO. ANY DELAY ON THE PART OF THE HOLDER IN EXERCISING ANY RIGHT HEREUNDER SHALL NOT OPERATE AS A WAIVER OF ANY SUCH RIGHT, AND ANY WAIVER GRANTED FOR ONE OCCASION SHALL NOT OPERATE AS A WAIVER IN THE EVENT OF ANY SUBSEQUENT DEFAULT.

The execution and delivery of this Note has been authorized by the Board of Directors and by any necessary vote or consent of the stockholders of Borrower. Borrower hereby authorizes Holder to complete this Note in any particulars according to the terms of the loan evidenced hereby.

This Note shall bind the heirs, executors, administrators, successors and assigns of the Borrower and shall inure to the benefit of the Holder, its successors, assigns and beneficiaries.

This Note shall be governed by and construed in accordance with the laws of the State of New York..

This Note amends and restates in its entirety the Second Amended and Restated Promissory Note, dated December 19, 2008 heretofore executed and delivered by Borrower in favor of Ginsberg (the "Existing Note"), and, further evidences additional loans made by Lender to Borrower on or about the date hereof. This Note is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing Note. This Note is not intended to extinguish, release or otherwise discharge Borrower's obligations under the Existing Note and is not intended to be a novation of the Borrower's obligations thereunder.

ANSONIA COPPER & BRASS, INC.

By: Raymond L. McGee

RAYMOND L. MCGEE
President

TERM PROMISSORY NOTE

$1,800,000 as of April 8, 2011

FOR VALUE RECEIVED, ANSONIA COPPER & BRASS, INC. a Delaware corporation ("Debtor"), unconditionally promises to pay to the order of DEL MAR MASTER FUND LTD. (collectively the "Payee") at the offices of Payee at 711 Fifth Avenue, New York, New York 10022 or at such other place as the Payee or any holder hereof may from time to time designate, the principal sum of ONE MILLION EIGHT HUNDRED THOUSAND (1,800,000) DOLLARS in lawful money of the United States of America and in immediately available funds, which shall be due and payable in full on October 7, 2011.

Debtor hereby further promises to pay interest to the order of Payee on the unpaid principal balance hereof at the rate of twenty (20%) per annum from and after the date each Term Loan is extended by Payee to Debtor. Such interest shall accrue from the date hereof on the unpaid principal balance hereof and shall be due and payable in full on October 7, 2011. Interest payable upon and after an Event of Default or termination or non-renewal of the Loan Agreement shall be payable upon demand.

For purposes hereof, (a) the term "Event of Default" shall mean an Event of Default as such term is defined in the Loan Agreement, and (b) the term "Loan Agreement" shall mean the Term Loan and Security Agreement, dated as of April 8, 2011 among Debtor and Payee as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. Unless otherwise defined herein, capitalized terms used herein shall have the respective meaning ascribed thereto in the Loan Agreement.

This Note is issued pursuant to the terms and provisions of the Loan Agreement to evidence the Term Loans by Payee to Debtor. This Note is secured by the Collateral described in the Loan Agreement and all notes, guarantees, security agreements and other agreements, documents and instruments now or at any time hereafter executed and/or delivered by Debtor or any other party in connection therewith (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, renewed, extended, restated or replaced, being collectively referred to herein as the "Loan Documents"), and is entitled to all of the benefits and rights thereof and of the other Loan Documents. At the time any payment is due hereunder, at its option, Payee may charge the amount thereof to any account of Debtor maintained by Payee in accordance with the terms of the Loan Agreement.

If any Event of Default shall occur for any reason, or if the Loan Agreement shall be terminated or not renewed for any reason whatsoever, then and in any such event, in addition to all rights and remedies of Payee under the Loan Documents, applicable law or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively and concurrently, Payee may, at its option, upon prior notice to Debtor, declare any or all of Debtor's obligations, liabilities and indebtedness owing to Payee under the Loan Agreement, the other Loan Documents or otherwise (the "Obligations"), including, without limitation, all amounts owing under this Note, to be due and payable, whereupon the then unpaid balance hereof, together with all interest accrued thereon, shall forthwith become due and

payable, together with interest accruing thereafter at the then applicable rate in excess of the Standard Interest Rate stated above until the indebtedness evidenced by this Note is paid in full, plus the costs and expenses of collection hereof, including, but not limited to, reasonable attorneys' fees and legal expenses.

Debtor (i) waives diligence, demand, presentment, protest and notice of any kind, (ii) agrees that it will not be necessary for Payee to first institute suit in order to enforce payment of this Note and (iii) consents to any one or more extensions or postponements of time of payment, release, surrender or substitution of collateral security, or forbearance or other indulgence, without notice or consent. The pleading of any statute of limitations as a defense to any demand against Debtor is expressly hereby waived by Debtor. Upon any Event of Default or termination or non-renewal of the Loan Agreement, Payee shall have the right, but not the obligation, to setoff against this Note all money owed by Payee to Debtor.

Payee shall not be required to resort to any Collateral for payment, but may proceed against Debtor and any guarantors or endorsers hereof in such order and manner as Payee may choose. None of the rights of Payee shall be waived or diminished by any failure or delay in the exercise thereof.

The validity, interpretation and enforcement of this Note and the other Loan Documents and any dispute arising in connection herewith or therewith shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any other jurisdiction other than the laws of the State of New York.

Debtor irrevocably consents and submits to the non-exclusive jurisdiction of a state court of appropriate jurisdiction for New York County, New York and the United States District Court for the Southern District of New York and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Note or any of the other Loan Documents or in any way connected with or related or incidental to the dealings of Debtor and Payee in respect of this Note or any of the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship among Debtor and Payee or the conduct of such persons in connection with this Note or otherwise shall be heard only in the courts described above (except that Payee or any Lender shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Payee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to it and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Payee's option, by service upon Debtor in any other manner provided under the rules of any such courts.

DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS NOTE OR (ii) IN

ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS BETWEEN DEBTOR AND PAYEE IN RESPECT OF THIS NOTE OR THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

The execution and delivery of this Note has been authorized by the board of directors of Debtor and by any necessary vote or consent of the shareholders of Debtor. Debtor hereby authorizes Payee to complete this Note in any particulars according to the terms of the loan evidenced hereby.

This Note shall be binding upon the successors and assigns of Debtor and inure to the benefit of Payee and its successors, endorsees and assigns. Whenever used herein, the term "Debtor" shall be deemed to include its successors and assigns and the term "Payee" shall be deemed to include its successors, endorsees and assigns. If any term or provision of this Note shall be held invalid, illegal or unenforceable, the validity of all other terms and provisions hereof shall in no way be affected thereby.

ANSONIA COPPER & BRASS, INC.

By: _____

Title: _____

LOAN AND SECURITY AGREEMENT

between

DEL MAR MASTER FUND, LTD.

as Lender

and

ANSONIA COPPER & BRASS, INC.

as Borrower

Dated: as of April 8, 2011

TABLE OF CONTENTS

Page

1. AMOUNT AND TERMS OF CREDIT 1

1.1 Term Loan 1
1.2 Term and Prepayment 1
1.3 Use of Proceeds. 1
1.4 Single Loan. 2
1.5 Interest 2
1.6 Intentionally Omitted. 2
1.7 Intentionally Omitted. 2
1.8 Receipt of Payments 2
1.9 Application and Allocation of Payments. 3
1.10 Accounting. 3
1.11 Indemnity. 3

2. CONDITIONS PRECEDENT 4

2.1 Conditions to the Initial Loans. 4

3. REPRESENTATIONS, WARRANTIES AND AFFIRMATIVE COVENANTS 4

3.1 Corporate Existence; Compliance with Law. 4
3.2 Executive Offices; Corporate or Other Names. 4
3.3 Corporate Power; Authorization; Enforceable Obligations. 5
3.4 Financial Statements and Projections; Books and Records. 5
3.5 Material Adverse Change 5
3.6 Real Estate; Property. 6
3.7 Ventures, Subsidiaries and Affiliates; Outstanding Stock and Indebtedness. 6
3.8 Government Regulation; Margin Regulations. 6
3.9 Taxes; Charges. 6
3.10 Payment of Obligations. 7
3.11 ERISA. 7
3.12 Litigation. 7
3.13 Intellectual Property. 8
3.14 Full Disclosure. 8
3.15 Hazardous Materials. 8
3.16 Insurance. 8
3.17 Deposit and Disbursement Accounts. 9
3.18 Accounts. 9
3.19 Conduct of Business. 9
3.20 Anti-Terrorism Laws 9
3.21 Further Assurances 10

4. FINANCIAL MATTERS; REPORTS 10

4.1 Reports and Notices. 10
4.2 Intentionally omitted. 10
4.3 Other Reports and Information. 10

5. NEGATIVE COVENANTS 11

6. SECURITY INTEREST 12

6.1 Grant of Security Interest 12
6.2 Lender's Rights 14
6.3 Lender's Appointment as Attorney-in-fact 14
6.4 Grant of License to Use Intellectual Property Collateral 15

7. EVENTS OF DEFAULT: RIGHTS AND REMEDIES 15

7.1 Events of Default 15
7.2 Remedies 17
7.3 Waivers by Credit Parties 18
7.4 Proceeds 18

8. SUCCESSORS AND ASSIGNS 19

9. MISCELLANEOUS 19

9.1 Complete Agreement; Modification of Agreement 19
9.2 Expenses 19
9.3 No Waiver 19
9.4 Severability; Section Titles 20
9.5 Authorized Signature 20
9.6 Notices 20
9.7 Counterparts 21
9.8 Time of the Essence 21
9.9 GOVERNING LAW 21
9.10 SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL 21
9.11 USA Patriot Act Notice 22
9.12 Press Releases 22
9.13 Reinstatement 22

INDEX OF EXHIBITS AND SCHEDULES

Schedule A	Definitions
Schedule B	Lender's and Borrower's Addresses for Notices
Schedule C	Cash Management System
Schedule D	Schedule of Documents
Disclosure Schedule (3.2)	Places of Business; Corporate Names
Disclosure Schedule (3.6)	Real Estate
Disclosure Schedule (3.7)	Stock; Affiliates
Disclosure Schedule (3.9)	Taxes
Disclosure Schedule (3.11)	ERISA
Disclosure Schedule (3.12)	Litigation
Disclosure Schedule (3.13)	Intellectual Property
Disclosure Schedule (3.15)	Environmental Matters
Disclosure Schedule (3.16)	Insurance
Disclosure Schedule (5(b))	Indebtedness
Disclosure Schedule (6.1)	Actions to Perfect Liens
Exhibit A	Form of Term Note
Exhibit B	Form of Secretarial Certificate
Exhibit C	Form of Power of Attorney

This LOAN AND SECURITY AGREEMENT is dated as of April 8, 2011, and agreed to by and between ANSONIA COPPER & BRASS, INC., a Delaware corporation ("Borrower") and DEL MAR MASTER FUND, LTD., a Cayman Islands Corporation ("Lender").

RECITALS

A. Borrower desires to obtain the Term Loan from Lender and Lender is willing to provide the Term Loan to Borrower all in accordance with the terms of this Agreement.

B. Capitalized terms used herein shall have the meanings assigned to them in Schedule A and, for purposes of this Agreement and the other Loan Documents, the rules of construction set forth in Schedule A shall govern. All schedules, attachments, addenda and exhibits hereto, or expressly identified to this Agreement, are incorporated herein by reference, and taken together with this Agreement, constitute but a single agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. AMOUNT AND TERMS OF CREDIT

1.1 Term Loan

Subject to the terms and conditions of this Agreement, Lender agrees to make Term Loans to Borrower in an amount up to the original principal amount specified in the Term Note, which amount may be drawn down in installments, subject to the submission of an advance request by Borrower. The Term Note shall be evidenced by, and be repayable in accordance with the terms of, the Term Note and this Agreement.

1.2 Term and Prepayment

(a) Upon the Commitment Termination Date, Borrower shall pay to Lender in full, in cash: all principal and accrued but unpaid interest on the Term Loan; and all other non-contingent Obligations due to or incurred by Lender.

(b) Borrower shall have the right, at any time to prepay all or a portion of the Term Loan, provided that any prepayment of less than all of the outstanding balance of the Term Loan shall be applied to the remaining installments of the Term Loan in the inverse order of their maturity, and prepay all of the other Obligations. The effective date of termination of the Term Loan specified in such notice shall be the Commitment Termination Date.

1.3 Use of Proceeds.

Borrower shall use the proceeds of the Term Loan for general corporate purposes in accordance with this Agreement.

1.4 Single Loan.

The Term Loan and all of the other Obligations of Borrower to Lender shall constitute one general obligation of Borrower secured by all of the Collateral.

1.5 Interest

(a) Borrower shall pay interest to Lender on the outstanding balance of the Term Loan at a floating rate equal to the Term Loan Rate. All computations of interest shall be made by Lender on the basis of a three hundred and sixty (360) day year, in each case for the actual number of days occurring in the period for which such interest or fee is payable. Each determination by Lender of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error. In no event will Lender charge interest at a rate that exceeds the highest rate of interest permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable.

(b) Interest shall be payable on the balance of the Term Loan (i) in arrears for the preceding calendar month on the first day of each calendar month, (ii) on the Commitment Termination Date, and (iii) if any interest accrues or remains payable after the Commitment Termination Date, upon demand by Lender.

(c) Effective upon the occurrence of any Event of Default and for so long as any Event of Default shall be continuing, the Term Loan Rate shall automatically be increased by two percentage points (2%) per annum (such increased rate, the "Default Rate"), and all outstanding Obligations, including unpaid interest, shall continue to accrue interest from the date of such Event of Default at the Default Rate applicable to such Obligations.

(d) If any interest or any other payment to Lender under this Agreement becomes due and payable on a day other than a Business Day, such payment date shall be extended to the next succeeding Business Day and interest thereon shall be payable at the then applicable rate during such extension.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

1.8 Receipt of Payments.

Borrower shall make each payment under this Agreement (not otherwise made pursuant to Section 1.9) without set-off, counterclaim or deduction and free and clear of all Taxes not later than 12:00 p.m., New York City time on the day when due in lawful money of the United States of America in immediately available funds to the Payment Account. If Borrower shall be required by law to deduct any Taxes from any payment to Lender under any Loan Document, then the amount payable to Lender shall be increased so that, after making all required deductions, Lender receives an amount equal to that which it would have received had no such deductions been made. For purposes of computing interest and fees, all payments shall be deemed received by Lender on the day of receipt of immediately available funds by the Lender.

1.9 Application and Allocation of Payments.

Borrower irrevocably agrees that Lender shall have the continuing and exclusive right to apply any and all payments against the then due and payable Obligations in such order as Lender may deem advisable.

1.10 Accounting.

Lender is authorized to record on its books and records the date and amount of the Term Loan and each payment of principal thereof and such recordation shall constitute prima facie evidence of the accuracy of the information so recorded. Lender shall provide Borrower on a monthly basis a statement and accounting of such recordations but any failure on the part of the Lender to keep any such recordation (or any errors therein) or to send a statement thereof to Borrower shall not in any manner affect the obligation of Borrower to repay any of the Obligations. Except to the extent that Borrower shall, within thirty (30) days after such statement and accounting is sent, notify Lender in writing of any objection Borrower may have thereto (stating with particularity the basis for such objection), such statement and accounting shall be deemed final, binding and conclusive upon Borrower, absent manifest error.

1.11 Indemnity.

Borrower agrees to indemnify and hold Lender and its Affiliates, and their respective employees, attorneys and agents (each, an "Indemnified Person"), harmless from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and expenses of any kind or nature whatsoever (including attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal) that may be instituted or asserted against or incurred by any such Indemnified Person as the result of credit having been extended, suspended or terminated under this Agreement and the other Loan Documents or with respect to the execution, delivery, enforcement, performance and administration of, or in any other way arising out of or relating to, this Agreement and the other Loan Documents or any other documents or transactions contemplated by or referred to herein or therein and any actions or failures to act with respect to any of the foregoing, including any and all product liabilities, Environmental Liabilities, Taxes and legal costs and expenses arising out of or incurred in connection with disputes between or among any parties to any of the Loan Documents (collectively, "Indemnified Liabilities"), except to the extent that any such Indemnified Liability is finally determined by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. NO INDEMNIFIED PERSON SHALL BE RESPONSIBLE OR LIABLE TO ANY CREDIT PARTY, ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON ASSERTING CLAIMS DERIVATIVELY THROUGH SUCH PARTY, FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT MAY BE ALLEGED AS A RESULT OF CREDIT HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR AS A RESULT OF ANY OTHER TRANSACTION CONTEMPLATED HEREUNDER OR THEREUNDER.

2. CONDITIONS PRECEDENT

2.1 Conditions to the Initial Loans.

Lender shall not be obligated to make any of the Term Loan perform any other action hereunder, until the following conditions have been satisfied in a manner satisfactory to Lender in its sole discretion, or waived in writing by Lender:

(a) the Loan Documents to be delivered on or before the Closing Date, including, without limitation, the Mortgages with respect to the Mortgaged Real Properties, shall have been duly executed and delivered by the appropriate parties, all as set forth in the Schedule of Documents (Schedule D);

(b) Lender shall have received evidence satisfactory to it that the insurance policies provided for in Section 3.16 are in full force and effect, together with appropriate evidence showing loss payable or additional insured clauses or endorsements in favor of Lender as required under such Section; and

3. REPRESENTATIONS, WARRANTIES AND AFFIRMATIVE COVENANTS

To induce Lender to enter into this Agreement and to make the Term Loan, Borrower and each other Credit Party executing this Agreement represent and warrant to Lender (each of which representations and warranties shall survive the execution and delivery of this Agreement), and promise to and agree with Lender until the Termination Date as follows:

3.1 Corporate Existence; Compliance with Law.

Borrower: (a) is, as of the Closing Date, and will continue to be (i) a corporation, limited liability company or limited partnership, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (ii) duly qualified to do business and in good standing in each other jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, and (iii) in compliance with all Requirements of Law and Contractual Obligations, except to the extent failure to comply therewith could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (b) has and will continue to have (i) the requisite corporate power and authority and the legal right to execute, deliver and perform its obligations under the Loan Documents, and to own, pledge, mortgage or otherwise encumber and operate its properties, to lease the property it operates under lease, and to conduct its business as now, heretofore or proposed to be conducted, and (ii) all licenses, permits, franchises, rights, powers, consents or approvals from or by all Persons or Governmental Authorities having jurisdiction over such Borrower that are necessary or appropriate for the conduct of its business.

3.2 Executive Offices; Corporate or Other Names.

(a) Borrower's name as it appears in official filings in the state of its incorporation or organization, (b) the type of entity of Borrower, (c) the organizational identification number issued by Borrower's

state of incorporation or organization or a statement that no such number has been issued, (d) Borrower's state of organization or incorporation, and (e) the location of Borrower's chief executive office, corporate offices, warehouses, other locations of Collateral and locations where records with respect to Collateral are kept (including in each case the county of such locations) are as set forth in Disclosure Schedule (3.2) and, except as set forth in such Disclosure Schedule, such locations have not changed during the preceding twelve months. As of the Closing Date, during the prior five years, except as set forth in Disclosure Schedule (3.2), Borrower has not been known as or conducted business in any other name (including trade names). Borrower has only one state of incorporation or organization.

3.3 Corporate Power; Authorization; Enforceable Obligations.

The execution, delivery and performance by Borrower of the Loan Documents to which it is a party, and the creation of all Liens provided for herein and therein: (a) are and will continue to be within Borrower's power and authority; (b) have been and will continue to be duly authorized by all necessary or proper action; (c) are not and will not be in violation of any Requirement of Law or Contractual Obligation of Borrower (d) do not and will not result in the creation or imposition of any Lien (other than Permitted Encumbrances) upon any of the Collateral; and (e) do not and will not require the consent or approval of any Governmental Authority or any other Person. As of the Closing Date, each Loan Document shall have been duly executed and delivered on behalf of Borrower party thereto, and each such Loan Document upon such execution and delivery shall be and will continue to be a legal, valid and binding obligation of Borrower, enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

3.4 Financial Statements and Projections; Books and Records.

(a) All Financial Statements delivered by Borrower to Lender are true, correct and complete and reflect fairly and accurately the financial condition of Borrower as of the date of each such Financial Statement in accordance with GAAP.

(b) Borrower shall keep adequate Books and Records with respect to the Collateral and its business activities in which proper entries, reflecting all consolidated and consolidating financial transactions, and payments and credits received on, and all other dealings with, the Collateral, will be made in accordance with GAAP and all Requirements of Law and on a basis consistent with the Financial Statements.

3.5 Material Adverse Change.

Between the date of Borrower's most recently audited Financial Statements delivered to Lender and the Closing Date: (a) Borrower has not incurred any obligations, contingent or non-contingent liabilities, or liabilities for Charges, long-term leases or unusual forward or long-term commitments that are not reflected in the Projections delivered on the Closing Date and which could, alone or in the aggregate, reasonably be expected to have a Material Adverse Effect; (b) there has been no material deviation from such Projections; and (c) no events have occurred that alone or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect. No Requirement of Law or

Contractual Obligation of Borrower has or have had or could reasonably be expected to have a Material Adverse Effect. Borrower is not in default, and to Borrower's knowledge no third party is in default, under or with respect to any of its Contractual Obligations, that alone or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect.

3.6 Real Estate; Property.

The real estate listed in Disclosure Schedule (3.6) constitutes all of the real property owned, leased, or used by Borrower in its business, and Borrower will not execute any material agreement or contract in respect of such real estate after the date of this Agreement without giving Lender prompt prior written notice thereof. Borrower holds and will continue to hold good and marketable fee simple title to all of its owned real estate, and good and marketable title to all of its other properties and assets, and valid and insurable leasehold interests in all of its leases (both as lessor and lessee, sublessee or assignee), and none of the properties and assets of Borrower are or will be subject to any Liens, except Permitted Encumbrances. With respect to each of the premises identified in Disclosure Schedule (3.2) on or prior the Closing Date a bailee, landlord or mortgagee agreement acceptable to Lender has been obtained.

3.7 Ventures, Subsidiaries and Affiliates; Outstanding Stock and Indebtedness.

Except as set forth in Disclosure Schedule (3.7), as of the Closing Date, Borrower does not have any Subsidiaries, is not engaged in any joint venture or partnership with any other Person, or is not an Affiliate of any other Person. All of the issued and outstanding Stock of Borrower as of the Closing Date is owned by each of the Stockholders (and in the amounts) set forth in Disclosure Schedule (3.7). All outstanding Indebtedness of Borrower as of the Closing Date is described in Disclosure Schedule (5(b)).

3.8 Government Regulation; Margin Regulations.

Borrower is not subject to or regulated under any Federal or state statute, rule or regulation that restricts or limits such Person's ability to incur Indebtedness, pledge its assets, or to perform its obligations under the Loan Documents. The making of the Term Loan, the application of the proceeds and repayment thereof, and the consummation of the transactions contemplated by the Loan Documents do not and will not violate any Requirement of Law. Borrower is not engaged, nor will it engage, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation U of the Federal Reserve Board as now and hereafter in effect (such securities being referred to herein as "Margin Stock"). Borrower does not own any Margin Stock, and none of the proceeds of the Term Loan or other extensions of credit under this Agreement will be used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock or reducing or retiring any Indebtedness that was originally incurred to purchase or carry any Margin Stock. Borrower will not take or permit to be taken any action that might cause any Loan Document to violate any regulation of the Federal Reserve Board.

3.9 Taxes; Charges.

Except as disclosed in Disclosure Schedule (3.9) all tax returns, reports and statements required by any Governmental Authority to be filed by Borrower has, as of the Closing Date, been filed and will, until the Termination Date, be filed with the appropriate Governmental Authority and no tax Lien has been filed against Borrower or its property. Proper and accurate amounts have been and will be withheld by Borrower from its employees for all periods in complete compliance with all Requirements of Law and such withholdings have and will be timely paid to the appropriate Governmental Authorities. Disclosure Schedule (3.9) sets forth as of the Closing Date those taxable years for which Borrower's tax returns are currently being audited by the IRS or any other applicable Governmental Authority and any assessments or threatened assessments in connection with such audit, or otherwise currently outstanding. Except as described on Disclosure Schedule (3.9), none of the Credit Parties or their respective predecessors are liable for any Charges: (a) under any agreement (including any tax sharing agreements or agreement extending the period of assessment of any Charges) or (b) to Borrower's knowledge, as a transferee. As of the Closing Date, Borrower has not agreed or been requested to make any adjustment under IRC Section 481(a), by reason of a change in accounting method or otherwise, which could reasonably be expected to have a Material Adverse Effect.

3.10 Payment of Obligations.

Borrower will pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all of its Charges and other obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of Borrower and none of the Collateral is or could reasonably be expected to become subject to any Lien or forfeiture or loss as a result of such contest.

3.11 ERISA.

No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other existing ERISA Events, could reasonably be expected to result in a liability of Borrower of more than the Minimum Actionable Amount. Except as disclosed in Disclosure Schedule (3.11), the present value of all accumulated benefit obligations of the Credit Parties under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent Financial Statements reflecting such amounts, exceed the fair market value of the assets of such Plan by more than the Minimum Actionable Amount, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Account Standards No. 87) did not, as of the date of the most recent Financial Statements reflecting such amounts, exceed the fair market value of the assets of such underfunded Plans by more than the Minimum Actionable Amount. No Borrower or ERISA Affiliate has incurred or reasonably expects to incur any Withdrawal Liability in excess of the Minimum Actionable Amount..

3.12 Litigation.

No Litigation is pending or, to the knowledge of Borrower, threatened by or against Borrower or against its properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a

Material Adverse Effect. Except as set forth in Disclosure Schedule (3.12), as of the Closing Date there is no Litigation pending or threatened against Borrower that seeks damages in excess of $50,000 or injunctive relief or alleges criminal misconduct of Borrower. Borrower shall notify Lender promptly in writing upon learning of the existence, threat or commencement of any Litigation against Borrower, any ERISA Affiliate or any Plan or any allegation of Criminal misconduct against Borrower.

3.13 Intellectual Property.

As of the Closing Date, all material Intellectual Property owned or used by Borrower is listed, together with application or registration numbers, where applicable, in Disclosure Schedule (3.13). Borrower owns, or is licensed to use, all Intellectual Property necessary to conduct its business as currently conducted except for such Intellectual Property the failure of which to own or license could not reasonably be expected to have a Material Adverse Effect. Borrower will maintain the patenting and registration of all Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or other appropriate Governmental Authority and Borrower will promptly patent or register, as the case may be, all new Intellectual Property and notify Lender in writing five (5) Business Days prior to filing any such new patent or registration.

3.14 Full Disclosure.

No information contained in any Loan Document, the Financial Statements or any written statement furnished by or on behalf of Borrower under any Loan Document, or to induce Lender to execute the Loan Documents, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

3.15 Hazardous Materials.

Except as set forth in Disclosure Schedule (3.15), as of the Closing Date, (a) each real property location owned, leased or occupied by Borrower (the "Real Property") is maintained free of contamination from any Hazardous Material, (b) Borrower is not subject to any Environmental Liabilities or, to Borrower's knowledge, potential Environmental Liabilities, in excess of $50,000 in the aggregate, (c) no notice has been received by Borrower identifying it as a "potentially responsible party" or requesting information under CERCLA or analogous state statutes, and to the knowledge of Borrower , there are no facts, circumstances or conditions that may result in Borrower being identified as a "potentially responsible party" under CERCLA or analogous state statutes; and (d) Borrower has provided to Lender copies of all existing environmental reports, reviews and audits and all written information pertaining to actual or potential Environmental Liabilities, in each case relating to Borrower . Borrower: (i) shall comply in all material respects with all applicable Environmental Laws and environmental permits; (ii) shall notify Lender in writing within seven (7) days if and when it becomes aware of any Release, on, at, in, under, above, to, from or about any of its Real Property; and (iii) shall promptly forward to Lender a copy of any order, notice, permit, application, or any communication or report received by it in connection with any such Release.

3.16 Insurance.

As of the Closing Date, Disclosure Schedule (3.16) lists all insurance of any nature maintained for current occurrences by Borrower, as well as a summary of the terms of such insurance. Borrower shall deliver to Lender certified copies and endorsements to all of its and those of its Subsidiaries (a) "All Risk" and business interruption insurance policies naming Lender loss payee, and (b) general liability and other liability policies naming Lender as an additional insured. All policies of insurance on real and personal property will contain an endorsement, in form and substance acceptable to Lender, showing loss payable to Lender (Form 438 BFU or equivalent) and extra expense and business interruption endorsements. Such endorsement, or an independent instrument furnished to Lender, will provide that the insurance companies will give Lender at least thirty (30) days' prior written notice before any such policy or policies of insurance shall be altered or canceled and that no act or default of Borrower or any other Person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower shall direct all present and future insurers under its "All Risk" policies of insurance to pay all proceeds payable thereunder directly to Lender. If any insurance proceeds are paid by check, draft or other instrument payable to Borrower and Lender jointly, Lender may endorse Borrower 's name thereon and do such other things as Lender may deem advisable to reduce the same to cash. Lender reserves the right at any time, upon review of Borrower's risk profile, to require additional forms and limits of insurance. Borrower shall, on each anniversary of the Closing Date and from time to time at Lender's request, deliver to Lender a report by a reputable insurance broker, satisfactory to Lender, with respect to such Person's insurance policies.

3.17 Deposit and Disbursement Accounts.

Attachment I to Schedule C lists all banks and other financial institutions at which Borrower maintains deposits and/or other accounts, including the Disbursement Account, and such Attachment correctly identifies the name, address and telephone number of each such depository, the name in which the account is held, a description of the purpose of the account, and the complete account number.

3.18 Accounts.

With respect to the Accounts pledged as collateral pursuant to any Loan Document (a) the amounts shown on all invoices, statements and reports that may be delivered to the Lender with respect thereto are actually and absolutely owing to Borrower as indicated thereon and are not in any way contingent; (b) no payments have been or shall be made thereon except payments immediately delivered to the applicable accounts described in paragraph 1 to Schedule C or the Lender as required hereunder; and (c) to Borrower's knowledge all Account Debtors have the capacity to contract.

3.19 Conduct of Business.

Borrower (a) shall conduct its business substantially as now conducted or as otherwise permitted hereunder, and (b) shall at all times maintain, preserve and protect all of the Collateral and Borrower 's other property, used or useful in the conduct of its business and keep the same in good repair, working order and condition and make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices.

3.20 Anti-Terrorism Laws.

(a) Neither Borrower nor, to the knowledge of the Borrower, any of its Affiliates is in violation of any laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

(b) Neither Borrower nor, to the knowledge of the Borrower, any Affiliate or other agent of Borrower acting or benefiting in any capacity in connection with the Term Loan is any of the following: (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") at its official website or any replacement website or other replacement official publication of such list.

(c) Neither Borrower nor, to the knowledge of the Borrower, any agent of any Affiliate acting in any capacity in connection with the Term Loan (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in paragraph (b) above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

3.21 Further Assurances

At any time and from time to time, upon the written request of Lender and at the sole expense of Borrower, Borrower shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable (a) to obtain the full benefits of this Agreement and the other Loan Documents, (b) to protect, preserve and maintain Lender's rights in any Collateral, or (c) to enable Lender to exercise all or any of the rights and powers herein granted.

4. FINANCIAL MATTERS; REPORTS

4.1 Reports and Notices.

From the Closing Date until the Termination Date, Borrower shall deliver to Lender such financial reports and Financial Statements as Lender may reasonably request.

4.2 Intentionally omitted.

4.3 Other Reports and Information.

Borrower shall advise Lender promptly, in reasonable detail, of: (a) any Lien, other than Permitted Encumbrances, attaching to or asserted against any of the Collateral or any occurrence causing a material loss or decline in value of any Collateral and the estimated (or actual, if available) amount of such loss or decline; (b) any material change in the composition of the Collateral; and (c) the occurrence of any Default or other event that has had or could reasonably be expected to have a Material Adverse Effect. Borrower shall, upon request of Lender, furnish to Lender such other reports and information in connection with the affairs, business, financial condition, operations, prospects or management of Borrower or the Collateral as Lender may request, all in reasonable detail.

5. NEGATIVE COVENANTS

Borrower covenants and agrees that, without Lender's prior written consent, from the Closing Date until the Termination Date, Borrower shall not, directly or indirectly, by operation of law or otherwise:

(a) form any Subsidiary or merge with, consolidate with, acquire all or substantially all of the assets or Stock of, or otherwise combine with or make any investment in or, except as provided in Section 5(c) below, loan or advance to, any Person;

(b) cancel any debt owing to it or create, incur, assume or permit to exist any Indebtedness, except: (i) the Obligations, (ii) Indebtedness existing as of the Closing Date set forth in Disclosure Schedule 5(b), (iii) deferred taxes, (iv) by endorsement of Instruments or items of payment for deposit to the general account of Borrower, (v) for Guaranteed Indebtedness incurred for the benefit of Borrower if the primary obligation is permitted by this Agreement; and (vi) additional Indebtedness (including Purchase Money Indebtedness) incurred after the Closing Date in an aggregate outstanding amount for all such Corporate Credit Parties combined not exceeding $50,000;

(c) enter into any lending, borrowing or other commercial transaction with any of its employees, directors, Affiliates;

(d) make any changes in any of its business objectives, purposes, or operations that could reasonably be expected to adversely affect repayment of the Obligations or could reasonably be expected to have a Material Adverse Effect or engage in any business other than that presently engaged in or proposed to be engaged in the Projections delivered to Lender on the Closing Date or amend its charter or by-laws or other organizational documents;

(e) create or permit any Lien on any of its properties or assets, except for Permitted Encumbrances;

(f) sell, transfer, issue, convey, assign or otherwise dispose of any of its assets or properties, including its Accounts or any shares of its Stock or engage in any sale-leaseback, synthetic lease or similar transaction (provided, that the foregoing shall not prohibit the sale of Inventory or obsolete or unnecessary Equipment in the ordinary course of its business);

(g) change (i) its name as it appears in official filings in the state of its incorporation or organization, (ii) its chief executive office, corporate offices, warehouses or other Collateral locations, or location of its records concerning the Collateral, (iii) the type of legal entity that it is, (iv) its organization identification number, if any, issued by its state of incorporation or organization,

or (v) its state of incorporation or organization, or acquire, lease or use any real estate after the Closing Date without such Person, in each instance, giving thirty (30) days prior written notice thereof to Lender and taking all actions deemed necessary or appropriate by Lender to continuously protect and perfect Lender's Liens upon the Collateral;

(h) establish any depository or other bank account of any kind with any financial institution (other than the accounts set forth in Attachment 1 to Schedule C) without Lender's prior written consent;

(i) make or permit any Restricted Payment;

(j) (i) knowingly conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in Section 3.20 above, (ii) knowingly deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any other Anti-Terrorism Law, (iii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law (and the Borrower shall deliver to the Lender any certification or other evidence requested from time to time by Lender in its reasonable discretion, confirming the Borrower's compliance with this Section, or (iv) cause or permit any of the funds of Borrower that are used to repay the Term Loan to be derived from any unlawful activity with the result that the making of the Term Loan would be in violation of law..

(k) knowingly cause or permit (i) any of the funds or properties of the Borrower that are used to repay the Term Loan to constitute property of, or be beneficially owned directly or indirectly by, any Person subject to sanctions or trade restrictions under United States law ("Embargoed Person" or "Embargoed Persons") that is identified on (A) the "List of Specially Designated Nationals and Blocked Persons" (the "SDN List") maintained by OFAC and/or on any other similar list ("Other List") maintained by OFAC pursuant to any authorizing statute including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Order or regulation promulgated thereunder, with the result that the investment in the Borrower (whether directly or indirectly) is prohibited by law, or the Term Loan made by the Lender would be in violation of law, or (B) the Executive Order, any related enabling legislation or any other similar Executive Orders, or (ii) any Embargoed Person to have any direct or indirect interest, of any nature whatsoever in the Borrower, with the result that the investment in the Borrower (whether directly or indirectly) is prohibited by law or the Term Loan is in violation of law.

6. SECURITY INTEREST

6.1 Grant of Security Interest. (a) As collateral security for the prompt and complete payment and performance of the Obligations, Borrower hereby grants to the Lender a security interest in and Lien upon all of its property and assets, whether real or personal, tangible or intangible, and whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all of the following property in which it now has or at any time in the future may acquire any right, title or interest: all Accounts; all Deposit Accounts, all other bank accounts and

all funds on deposit therein; all money, cash and cash equivalents; all Investment Property; all stock; all Goods (including Inventory, Equipment and Fixtures); all Chattel Paper, Documents and Instruments; all Books and Records; all General Intangibles (including all Intellectual Property, contract rights, choses in action, Payment Intangibles and Software); all Letter-of-Credit Rights; all Supporting Obligations; and to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payment not otherwise included in the foregoing and products of all and any of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing, but excluding in all events Hazardous Waste (all of the foregoing, together with any other collateral pledged to the Lender pursuant to any other Loan Document, collectively, the "Collateral").

(b) Borrower and Lender agree that this Agreement creates, and is intended to create, valid and continuing Liens upon the Collateral in favor of Lender. Borrower represents, warrants and promises to Lender that: (i) Borrower has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien pursuant to the Loan Documents, free and clear of any and all Liens or claims of others, other than Permitted Encumbrances; (ii) the security interests granted pursuant to this Agreement, upon completion of the filings and other actions listed on Disclosure Schedule (6.1) (which, in the case of all filings and other documents referred to in said Schedule, have been delivered to the Lender in duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Lender as security for the prompt and complete payment and performance of the Obligations, enforceable in accordance with the terms hereof against any and all creditors of and purchasers from Borrower (other than purchasers of Inventory in the ordinary course of business) and such security interests are prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Encumbrances that have priority by operation of law; and (iii) no effective security agreement, mortgage, deed of trust, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is or will be on file or of record in any public office, except those relating to Permitted Encumbrances. Borrower promises to defend the right, title and interest of Lender in and to the Collateral against the claims and demands of all Persons whomsoever, and each shall take such actions, including (A) all actions necessary to grant Lender "control" of any Investment Property, Deposit Accounts, Letter-of-Credit Rights or electronic Chattel Paper owned by Borrower, with any agreements establishing control to be in form and substance satisfactory to Lender, (B) the prompt delivery of all original Instruments, Chattel Paper, negotiable Documents and certificated Stock owned by Borrower (in each case, accompanied by stock powers, allonges or other instruments of transfer executed in blank, (C) notification of Lender's interest in Collateral at Lender's request, and (D) the institution of litigation against third parties as shall be prudent in order to protect and preserve Borrower's and Lender's respective and several interests in the Collateral. Borrower shall mark its Books and Records pertaining to the Collateral to evidence the Loan Documents and the Liens granted under the Loan Documents. If Borrower retains possession of any Chattel Paper or Instrument with Lender's consent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Del Mar Master Fund, Ltd." Borrower shall promptly, and in any event within two (2) Business Days after the same is acquired by it, notify Lender of any commercial tort claims (as defined in the Code) acquired by it and unless otherwise consented by Lender, Borrower shall enter into a supplement to this Loan Agreement granting to Lender a Lien in such commercial tort claim.

6.2 Lender's Rights. (a) Lender may, (i) at any time in Lender's own name or in the name of Borrower, communicate with Account Debtors, parties to Contracts, and obligors in respect of Instruments, Chattel Paper or other Collateral to verify to Lender's satisfaction, the existence, amount and terms of, and any other matter relating to, Accounts, Payment Intangibles, Instruments, Chattel Paper or other Collateral, and (ii) at any time after a Default has occurred and is continuing and without prior notice to Borrower, notify Account Debtors and other Persons obligated on any Collateral that Lender has a security interest therein and that payments shall be made directly to Lender. Upon the request of Lender, Borrower shall so notify such Account Debtors, parties to Contracts, and obligors in respect of Instruments, Chattel Paper or other Collateral. Borrower hereby constitutes Lender or Lender's designee as Borrower's attorney with power to endorse Borrower's name upon any notes, acceptance drafts, money orders or other evidences of payment or Collateral.

(b) Borrower shall remain liable under each Contract, Instrument and License to observe and perform all the conditions and obligations to be observed and performed by it thereunder, and Lender shall have no obligation or liability whatsoever to any Person under any Contract, Instrument or License (between Borrower and any Person other than Lender) by reason of or arising out of the execution, delivery or performance of this Agreement, and Lender shall not be required or obligated in any manner (i) to perform or fulfill any of the obligations of Borrower, (ii) to make any payment or inquiry, or (iii) to take any action of any kind to collect, compromise or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times under or pursuant to any Contract, Instrument or License.

(c) Borrower shall, with respect to each owned, leased, or controlled property, during normal business hours and upon reasonable advance notice (unless a Default shall have occurred and be continuing, in which event no notice shall be required and Lender shall have access at any and all times): (i) provide access to such property to Lender and any of its officers, employees and agents, as frequently as Lender determines to be appropriate; (ii) permit Lender and any of its officers, employees and agents to inspect, audit and make extracts and copies (or take originals if reasonably necessary) from all of Borrower's Books and Records; and (iii) permit Lender to inspect, review, evaluate and make physical verifications and appraisals of the Inventory and other Collateral in any manner and through any medium that Lender considers advisable, and Borrower agrees to render to Lender, at Borrower's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(d) After the occurrence and during the continuance of a Default, Borrower, at its own expense, shall cause the certified public accountant then engaged by Borrower to prepare and deliver to Lender at any time and from time to time, promptly upon Lender's request, the following reports: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) test verifications of such Accounts as Lender may request. Borrower, at its own expense, shall cause its certified independent public accountants to deliver to Lender the results of any physical verifications of all or any portion of the Inventory made or observed by such accountants when and if such verification is conducted. Lender shall be permitted to observe and consult with Borrower's accountants in the performance of these tasks.

6.3 Lender's Appointment as Attorney-in-fact. On the Closing Date, Borrower shall execute and deliver a Power of Attorney in the form attached as Exhibit C. The power of attorney granted pursuant

to the Power of Attorney and all powers granted under any Loan Document are powers coupled with an interest and shall be irrevocable until the Termination Date. The powers conferred on Lender under the Power of Attorney are solely to protect Lender's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender agrees not to exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing. Borrower also hereby (i) authorizes Lender to file any financing statements, continuation statements or amendments thereto that (A) indicate the Collateral (1) as all assets of Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Code of such jurisdiction, or (2) as being of an equal or lesser scope or with greater detail, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment and (ii) ratifies its authorization for Lender to have filed any initial financial statements, or amendments thereto if filed prior to the date hereof. Borrower acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Lender and agrees that it will not do so without the prior written consent of Lender, subject to such Borrower 's rights under Section 9-509(d)(2) of the Code.

6.4 Grant of License to Use Intellectual Property Collateral. Borrower hereby grants to Lender an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to Borrower) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by Borrower, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided, that such license will terminate on the Termination Date.

7. EVENTS OF DEFAULT: RIGHTS AND REMEDIES

7.1 Events of Default. The occurrence of any one or more of the following events (regardless of the reason therefor) shall constitute an "Event of Default" hereunder which shall be deemed to be continuing until waived in writing by Lender in accordance with Section 9.3:

(a) Borrower shall fail to make any payment in respect of any Obligations when due and payable or declared due and payable; or

(b) Borrower shall fail or neglect to perform, keep or observe any of the covenants, promises, agreements, requirements, conditions or other terms or provisions contained in this Agreement or any of the other Loan Documents; or

(c) an event of default shall occur under any Contractual Obligation of the Borrower (other than this Agreement and the other Loan Documents), and such event of default (i) involves the failure to make any payment (whether or not such payment is blocked pursuant to the terms of an intercreditor agreement or otherwise), whether of principal, interest or otherwise, and whether due by scheduled maturity, required prepayment, acceleration, demand or otherwise, in respect of any Indebtedness (other than the Obligations) of such Person in an aggregate amount exceeding the

Minimum Actionable Amount, or (ii) causes (or permits any holder of such Indebtedness or a trustee to cause) such Indebtedness, or a portion thereof, in an aggregate amount exceeding the Minimum Actionable Amount to become due prior to its stated maturity or prior to its regularly scheduled date of payment; or

(d) any default or event of default shall occur under any of the Revolving Loan Agreements.

(e) any representation or warranty in this Agreement or any other Loan Document, or in any written statement pursuant hereto or thereto, or in any report, financial statement or certificate made or delivered to Lender by Borrower shall be untrue or incorrect as of the date when made or deemed made; or

(f) there shall be commenced against the Borrower any Litigation seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that remains unstayed or undismissed for thirty (30) consecutive days; or Borrower shall have concealed, removed or permitted to be concealed or removed, any part of its property with intent to hinder, delay or defraud any of its creditors or made or suffered a transfer of any of its property or the incurring of an obligation that may be fraudulent under any bankruptcy, fraudulent transfer or other similar law; or

(g) a case or proceeding shall have been commenced involuntarily against Borrower in a court having competent jurisdiction seeking a decree or order: (i) under the United States Bankruptcy Code or any other applicable Federal, state or foreign bankruptcy or other similar law, and seeking either (A) the appointment of a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) for such Person or of any substantial part of its properties, or (B) the reorganization or winding up or liquidation of the affairs of any such Person, and such case or proceeding shall remain undismissed or unstayed for sixty (60) consecutive days or such court shall enter a decree or order granting the relief sought in such case or proceeding; or (ii) invalidating or denying any Person's right, power, or competence to enter into or perform any of its obligations under any Loan Document or invalidating or denying the validity or enforceability of this Agreement or any other Loan Document or any action taken hereunder or thereunder; or

(h) Borrower shall (i) commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it or seeking appointment of a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) for it or any substantial part of its properties, (ii) make a general assignment for the benefit of creditors, (iii) consent to or take any action in furtherance of, or, indicating its consent to, approval of, or acquiescence in, any of the acts set forth in paragraphs (f) or (g) of this Section 7.1 or clauses (i) and (ii) of this paragraph (h), or (iv) shall admit in writing its inability to, or shall be generally unable to, pay its debts as such debts become due; or

(i) a final judgment or judgments for the payment of money in excess of the Minimum Actionable Amount in the aggregate shall be rendered against Borrower, unless the same shall be (i) fully covered by insurance and the issuer(s) of the applicable policies shall have acknowledged full

coverage in writing within fifteen (15) days of judgment, or (ii) vacated, stayed, bonded, paid or discharged within a period of fifteen (15) days from the date of such judgment; or

(j) any other event shall have occurred that has had or could reasonably be expected to have a Material Adverse Effect; or

(k) any provision of any Loan Document shall for any reason cease to be valid, binding and enforceable in accordance with its terms, or any Lien granted, or intended by the Loan Documents to be granted, to Lender shall cease to be a valid and perfected Lien having the first priority (or a lesser priority if expressly permitted in the Loan Documents) in any of the Collateral (or Borrower shall so assert any of the foregoing); or

(l) a Change of Control shall have occurred with respect to Borrower; or

(m)an ERISA Event shall have occurred that, in the opinion of the Lender, when taken together with all other ERISA Events that have occurred and are then continuing, could reasonably be expected to result in liability of Borrower in an aggregate amount exceeding the Minimum Actionable Amount.

7.2 Remedies. (a) If any Default shall have occurred and be continuing, then Lender may, without notice, take any one or more of the following actions: (i) declare all or any portion of the Obligations to be forthwith due and payable, whereupon such Obligations shall become and be due and payable; or(ii) exercise any rights and remedies provided to Lender under the Loan Documents or at law or equity, including all remedies provided under the Code; provided, that upon the occurrence of any Event of Default specified in Sections 7.1 (f), (g) or (b), the Obligations shall become immediately due and payable (and any obligation of Lender to make further loans, if not previously terminated, shall immediately be terminated) without declaration, notice or demand by Lender.

(b) Without limiting the generality of the foregoing, Borrower expressly agrees that upon the occurrence of any Event of Default, Lender may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale, to the extent permitted by law, to purchase for the benefit of Lender the whole or any part of said Collateral so sold, free of any right of equity of redemption, which right Borrower hereby releases. Such sales may be adjourned, or continued from time to time with or without notice. Lender shall have the right to conduct such sales on Borrower's premises or elsewhere and shall have the right to use any Borrower's premises without rent or other charge for such sales or other action with respect to the Collateral for such time as Lender deems necessary or advisable.

(c) Upon the occurrence and during the continuance of an Event of Default and at Lender's request, Borrower agrees, to assemble the Collateral and make it available to Lender at places that Lender shall reasonably select, whether at its premises or elsewhere. Until Lender is able to effect a sale, lease, or other disposition of the Collateral, Lender shall have the right to complete, assemble,

use or operate the Collateral or any part thereof, to the extent that Lender deems appropriate, for the purpose of preserving such Collateral or its value or for any other purpose. Lender shall have no obligation to Borrower to maintain or preserve the rights of Borrower as against third parties with respect to any Collateral while such Collateral is in the possession of Lender. Lender may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of Lender's remedies with respect thereto without prior notice or hearing. To the maximum extent permitted by applicable law, Borrower waives all claims, damages, and demands against Lender, its Affiliates, agents, and the officers and employees of any of them arising out of the repossession, retention or sale of any Collateral except such as are determined in a final judgment by a court of competent jurisdiction to have arisen solely out of the gross negligence or willful misconduct of such Person. Borrower agrees that ten (10) days' prior notice by Lender to Borrower of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled.

(d) Lender's rights and remedies under this Agreement shall be cumulative and nonexclusive of any other rights and remedies that Lender may have under any Loan Document or at law or in equity. Recourse to the Collateral shall not be required. All provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited, to the extent necessary, so that they do not render this Agreement invalid or unenforceable, in whole or in part.

7.3 Waivers by Credit Parties. Except as otherwise provided for in this Agreement and to the fullest extent permitted by applicable law, Borrower waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all Loan Documents, the Notes or any other notes, commercial paper, Accounts, Contracts, Documents, Instruments, Chattel Paper and guaranties at any time held by Lender on which Borrower may in any way be liable, and hereby ratifies and confirms whatever Lender may do in this regard; (b) all rights to notice and a hearing prior to Lender's taking possession or control of, or to Lender's replevy, attachment or levy upon, any Collateral or any bond or security that might be required by any court prior to allowing Lender to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws. Borrower acknowledges that it has been advised by counsel of its choices and decisions with respect to this Agreement, the other Loan Documents and the transactions evidenced hereby and thereby.

7.4 Proceeds. The Proceeds of any sale, disposition or other realization upon any Collateral shall be applied by Lender upon receipt to the Obligations in such order as Lender may deem advisable in its sole discretion, and after the indefeasible payment and satisfaction in full in cash of all of the Obligations, and after the payment by Lender of any other amount required by any provision of law, including Sections 9-608(a)(1) and 9-615(a)(3) of the Code (but only after Lender has received what Lender considers reasonable proof of a subordinate party's security interest), the surplus, if any, shall be paid to Borrower or its representatives or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

8. SUCCESSORS AND ASSIGNS

Each Loan Document shall be binding on and shall inure to the benefit of Borrower, Lender, and their respective successors and assigns, except as otherwise provided herein or therein. Borrower may not assign, transfer, hypothecate, delegate or otherwise convey its rights, benefits, obligations or duties under any Loan Document without the prior express written consent of Lender. Any such purported conveyance by Borrower without the prior express written consent of Lender shall be void. There shall be no third party beneficiaries of any of the terms and provisions of any of the Loan Documents. Lender reserves the right at any time to create and sell participations in the Term Loan and the Loan Documents and to sell, transfer or assign any or all of its rights in the Term Loan and under the Loan Documents.

9. MISCELLANEOUS

9.1 Complete Agreement; Modification of Agreement. This Agreement and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and thereof, supersede all prior agreements, commitments, understandings or inducements (oral or written, expressed or implied). No Loan Document may be modified, altered or amended except by a written agreement signed by Lender and Borrower. Borrower **s**hall have all duties and obligations under this Agreement and such other Loan Documents from the date of its execution and delivery, regardless of whether the initial Loan has been funded at that time.

9.2 Expenses. After the date hereof, Borrower agrees to pay or reimburse Lender for all costs and expenses (including the fees and expenses of all counsel, advisors, consultants (including environmental and management consultants) and auditors retained in connection therewith), incurred in connection with: (a) collection including deficiency collections; (b) any amendment, waiver or other modification or waiver of, or consent with respect to any Loan Document or advice in connection with the administration of the Term Loan or the rights thereunder; (c) any litigation, dispute, suit, proceeding or action (whether instituted by or between any combination of Lender, Borrower or any other Person), and an appeal or review thereof, in any way relating to the Collateral, any Loan Document, or any action taken or any other agreements to be executed or delivered in connection therewith, whether as a party, witness or otherwise; and (d) any effort (i) to monitor the Term Loan, (ii) to evaluate, observe or assess Borrower, and (iii) to verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of the Collateral.

9.3 No Waiver. Neither Lender's failure, at any time, to require strict performance by Borrower of any provision of any Loan Document, nor Lender's failure to exercise, nor any delay in exercising, any right, power or privilege hereunder, shall operate as a waiver thereof or waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or future exercise thereof or the exercise of any other right, power or privilege. Any suspension or waiver of a Default or other provision under the Loan Documents shall not suspend, waive or affect any other Default or other provision under any Loan Document, and shall not be construed as a bar to any right or remedy that Lender would otherwise have had on any future occasion. None of the undertakings, indemnities, agreements, warranties, covenants and representations of Borrower to Lender contained in any Loan Document and no Default by Borrower under any Loan Document shall be deemed to have been

suspended or waived by Lender, unless such waiver or suspension is by an instrument in writing signed by an officer or other authorized employee of Lender and directed to Borrower specifying such suspension or waiver (and then such waiver shall be effective only to the extent therein expressly set forth), and Lender shall not, by any act (other than execution of a formal written waiver), delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder.

9.4 Severability; Section Titles. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of any Loan Document shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of such Loan Document. Except as otherwise expressly provided for in the Loan Documents, no termination or cancellation (regardless of cause or procedure) of any financing arrangement under the Loan Documents shall in any way affect or impair the Obligations, duties, covenants, representations and warranties, indemnities, and liabilities of Borrower or the rights of Lender relating to any unpaid Obligation, (due or not due, liquidated, contingent or unliquidated), or any transaction or event occurring prior to such termination, or any transaction or event, the performance of which is not required until after the Commitment Termination Date, all of which shall not terminate or expire, but rather shall survive such termination or cancellation and shall continue in full force and effect until the Termination Date; provided, that all indemnity obligations of the Credit Parties under the Loan Documents shall survive the Termination Date. The Section titles contained in any Loan Document are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties thereto.

9.5 Authorized Signature. Until Lender shall be notified in writing by Borrower to the contrary, the signature upon any document or instrument delivered pursuant hereto and believed by Lender or any of Lender's officers, agents, or employees to be that of an officer of Borrower shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolutions duly adopted by Borrower's Board of Directors, and Lender shall be entitled to assume the authority of each signature and authority of the person whose signature it is or appears to be unless the person acting in reliance thereon shall have actual knowledge to the contrary.

9.6 Notices. Except as otherwise provided herein, whenever any notice, demand, request or other communication shall or may be given to or served upon any party by any other party, or whenever any party desires to give or serve upon any other party any communication with respect to this Agreement, each such communication shall be in writing and shall be deemed to have been validly served, given or delivered (a) upon the earlier of actual receipt and three (3) days after deposit in the United States Mail, registered or certified mail, return receipt requested, with proper postage prepaid, (b) upon transmission, when sent by telecopy or other similar facsimile transmission (with such telecopy or facsimile promptly confirmed by delivery of a copy by personal delivery or United States Mail as otherwise provided in this Section 9.6), (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid or (d) when hand-delivered, all of which shall be addressed to the party to be notified and sent to the address or facsimile number indicated in Schedule B or to such other address (or facsimile number) as may be substituted by notice given as herein provided. Failure or delay in delivering copies of any such communication to any Person (other than Borrower or Lender) designated in Schedule B to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request or other communication.

9.7 Counterparts. Any Loan Document may be authenticated in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. Any Loan Document may be authenticated by manual signature, facsimile or, if approved in writing by Lender, electronic means, all of which shall be equally valid.

9.8 Time of the Essence. Time is of the essence for performance of the Obligations under the Loan Documents.

9.9 GOVERNING LAW. THE LOAN DOCUMENTS AND THE OBLIGATIONS ARISING UNDER THE LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS.

9.10 SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL. (A) BORROWER AND EACH OTHER CREDIT PARTY EXECUTING THIS AGREEMENT HEREBY CONSENT AND AGREE THAT THE STATE OR FEDERAL COURTS LOCATED IN CONNECTICUT SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN BORROWER AND SUCH CREDIT PARTY AND LENDER PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT LENDER, BORROWER AND SUCH CREDIT PARTY ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF CONNECTICUT; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. BORROWER AND EACH OTHER CREDIT PARTY EXECUTING THIS AGREEMENT EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND BORROWER AND SUCH CREDIT PARTY HEREBY WAIVE ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. BORROWER AND EACH OTHER CREDIT PARTY EXECUTING THIS AGREEMENT HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER OR SUCH CREDIT PARTY AT THE ADDRESS SET FORTH IN SCHEDULE B OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF BORROWER'S OR SUCH CREDIT PARTY'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

(B) THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER

ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN LENDER, BORROWER AND ANY CREDIT PARTY ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

9.11 USA Patriot Act Notice. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance therewith.

9.12 Press Releases. Borrower will not in the future issue any press release or other public disclosure using the name of Del Mar Master Fund, Ltd. or its affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days' prior notice to Lender and without the prior written consent of Lender unless (and only to the extent that) Borrower is required to do so under law and then, in any event, Borrower will consult with Lender before issuing such press release or other public disclosure.

9.13 Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment of all or any part of the Obligations is rescinded or must otherwise be returned or restored by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower, or otherwise, all as though such payments had not been made.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Loan and Security Agreement has been duly executed as of the date first written above.

ANSONIA COPPER & BRASS, INC.

By: _____
Name: _____
Title: _____

DEL MAR MASTER FUND, LTD.

By: _____
Name: _____
Title: _____

SCHEDULE A - DEFINITIONS

Capitalized terms used in this Agreement and the other Loan Documents shall have (unless otherwise provided elsewhere in this Agreement or in the other Loan Documents) the following respective meanings:

"**Account Debtor**" shall mean any Person who is or may become obligated with respect to, or on account of, an Account, Chattel Paper or General Intangible (including a Payment Intangible).

"**Accounts**" means all "accounts**,**" as such term is defined in the Code, now owned or hereafter acquired by any Person, including: (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments) (including any such obligations which may be characterized as an account or contract right under the Code); (b) all of such Person's rights in, to and under all purchase orders or receipts for goods or services; (c) all of such Person's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods); (d) all rights to payment due to such Person for Goods or other property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Person or in connection with any other transaction (whether or not yet earned by performance on the part of such Person), and (e) all health care insurance receivables; and (vi) all collateral security of any kind given by any Account Debtor or any other Person with respect to any of the foregoing.

"**Affiliate**" means, with respect to any Person: (a) each other Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, five percent (5%) or more of the Stock having ordinary voting power for the election of directors of such Person; (b) each other Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person; or (c) each of such Person's officers, directors, joint venturers and partners. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this Agreement including all appendices, exhibits or schedules attached or otherwise identified thereto, restatements and modifications and supplements thereto, and any appendices, exhibits or schedules to any of the foregoing, each as effect at the time such reference becomes operative; provided, that except as specifically set forth in this Agreement, any reference to the Disclosure Schedules to this Agreement shall be deemed a reference to the Disclosure Schedules as in effect on the Closing Date or in a written amendment thereto executed by Borrower and Lender.

"**Books and Records**" means all books, records, board minutes, contracts, licenses, insurance policies, environmental audits, business plans, files, computer files, computer discs and other data and software storage and media devices, accounting books and records, financial statements (actual

and pro forma), filings with Governmental Authorities and any and all records and instruments relating to the Collateral or Borrower's business.

"**Borrower**" means the Person identified as such in the preamble of this Agreement.

"**Business Day**" means any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of Connecticut.

"**Capital Expenditures**" means all payments or accruals (including Capital Lease Obligations) for any fixed assets or improvements or for replacements, substitutions or additions thereto, that have a useful life of more than one year and that are required to be capitalized under GAAP.

"**Capital Lease**" means, with respect to any Person, any lease of any property (whether real, personal or mixed) by such Person as lessee that, in accordance with GAAP, either would be required to be classified and accounted for as a capital lease on a balance sheet of such Person or otherwise would be disclosed as such in a note to such balance sheet, other than, in the case of Borrower, any such lease under which Borrower is the lessor.

"**Capital Lease Obligation**" means, with respect to any Capital Lease, the amount of the obligation of the lessee thereunder that, in accordance with GAAP, would appear on a balance sheet of such lessee in respect of such Capital Lease or otherwise be disclosed in a note to such balance sheet.

"**Change of Control**" means, with respect to any Person on or after the Closing Date, that any change in the composition of such Person's stockholders as of the Closing Date shall occur which would result in any stockholder or group acquiring 49.9% or more of any class of Stock of such Person, or that any Person (or group of Persons acting in concert) shall otherwise acquire, directly or indirectly (including through Affiliates), the power to elect a majority of the Board of Directors of such Person or otherwise direct the management or affairs of such Person by obtaining proxies, entering into voting agreements or trusts, acquiring securities or otherwise.

"**Charges**" means all Federal, state, county, city, municipal, local, foreign or other governmental taxes (including taxes owed to PBGC at the time due and payable), levies, customs or other duties, assessments, charges, liens, and all additional charges, interest, penalties, expenses, claims or encumbrances upon or relating to (a) the Collateral, (b) the Obligations, (c) the employees, payroll, income or gross receipts of Borrower, (d) the ownership or use of any assets by Borrower, or (e) any other aspect of Borrower's business.

"**Chattel Paper**" means all "chattel paper," as such term is defined in the Code, including electronic chattel paper, now owned or hereafter acquired by any Person.

"**Closing Date**" means the Business Day on which the conditions precedent set forth in Section 2 have been satisfied or specifically waived in writing by Lender, and the initial Loan has been made.

"**Code**" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Connecticut; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Lender's Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Connecticut, the term "Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions; provided further, that to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern.

"**Collateral**" has the meaning assigned to it in Section 6.1.

"**Commitment Termination Date**" means the earliest of (a) the Stated Expiry Date, (b) the date Lender's obligation to advance funds is terminated pursuant to Section 7.2, and (c) the date of indefeasible prepayment in full by Borrower of the Obligations in accordance with the provisions of Section 1.2(c).

"**Contracts**" means all the contracts, undertakings, or agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which any Person may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any Account.

"**Contractual Obligation**" means as to any Person, any provision of any security issued by such Person or of any agreement, instrument, or other undertaking to which such Person is a party or by which it or any of its property is bound.

"**Copyright License**" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"**Copyrights**" shall mean all of the following now owned or hereafter adopted or acquired by any Person: (a) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (b) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"**Credit Party**" means Borrower, and each other Person (other than Lender) that is or may become a party to this Agreement or any other Loan Document.

"**Default**" means any Event of Default or any event that, with the passage of time or notice or both, would, unless cured or waived, become an Event of Default.

"**Default Rate**" has the meaning assigned to it in Section 1.5(c).

"**Deposit Accounts**" means all "deposit accounts" as such term is defined in the Code, now or hereafter held in the name of any Person.

"**Documents**" means all "documents**,**" as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including all bills of lading, dock warrants, dock receipts, warehouse receipts, and other documents of title, whether negotiable or non-negotiable.

"**Environmental Laws**" means all Federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof relating to the regulation and protection of human health, safety, the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

"**Environmental Liabilities**" means all liabilities, obligations, responsibilities, remedial actions, removal costs, losses, damages of whatever nature, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim, suit, action or demand of whatever nature by any Person and which relate to any health or safety condition regulated under any Environmental Law, environmental permits or in connection with any Release, threatened Release, or the presence of a Hazardous Material.

"**Equipment**" means all "equipment" as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including any and all machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles and other tangible personal property (other than Inventory) of every kind and description that may be now or hereafter used in such Person's operations or which are owned by such Person or in which such Person may have an interest, and all parts, accessories and accessions thereto and substitutions and replacements therefor.

"**ERISA**" means the Employee Retirement Income Security Act of 1974 (or any successor legislation thereto), as amended from time to time, and any regulations promulgated thereunder.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with any Credit Party, is treated as a single employer under Section 414(b), (c), (m) or (o) of the IRC, or, solely for the purposes of Section 302 of ERISA and Section 412 of the IRC, is treated as a single employer under Section 414 of the IRC.

"**ERISA Event**" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the IRC or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(b) of the IRC or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Credit Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Credit Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to

administer any Plan; (f) the incurrence by any Credit Party or any ERISA Affiliate of any liability with respect to any withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by any Credit Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Credit Party or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"**Event of Default**" has the meaning assigned to it in Section 7.1.

"**Financial Statements**" means the consolidated and consolidating income statement, balance sheet and statement of cash flows of Borrower and its Subsidiaries prepared in accordance with GAAP.

"**Fixtures**" means all "fixtures" as such term is defined in the Code, now owned or hereafter acquired by any Person.

"**GAAP**" means generally accepted accounting principles in the United States of America as in effect from time to time, consistently applied.

"**General Intangibles**" means all "general intangibles," as such term is defined in the Code, now owned or hereafter acquired by any Person, including all right, title and interest that such Person may now or hereafter have in or under any Contract, all Payment Intangibles, customer lists, Licenses, Intellectual Property, interests in partnerships, joint ventures and other business associations, permits, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials, Books and Records, Goodwill (including the Goodwill associated with any Intellectual Property), all rights and claims in or under insurance policies (including insurance for fire, damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key-person, and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged Stock and Investment Property, and rights of indemnification.

"**Goods**" means all "goods," as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including embedded software to the extent included in "goods" as defined in the Code, manufactured homes, standing timber that is cut and removed for sale and unborn young of animals.

"**Goodwill**" means all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and distribution agreements now owned or hereafter acquired by any Person.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Guaranteed Indebtedness**" means, as to any Person, any obligation of such Person guaranteeing any indebtedness, lease, dividend, or other obligation ("primary obligations") of any other Person (the "primary obligor") in any manner, including any obligation or arrangement of such guaranteeing Person (whether or not contingent): (a) to purchase or repurchase any such primary obligation; (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet condition of the primary obligor; (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; or (d) to indemnify the owner of such primary obligation against loss in respect thereof.

"**Guarantor**" means each Person that executes a guaranty or a support, put or other similar agreement in favor of Lender in connection with the transactions contemplated by this Agreement.

"**Guaranty**" means any agreement to perform all or any portion of the Obligations on behalf of Borrower, in favor of, and in form and substance satisfactory to, Lender, together with all amendments, modifications and supplements thereto, and shall refer to such Guaranty as the same may be in effect at the time such reference becomes operative.

"**Hazardous Material**" means any substance, material or waste that is regulated by or forms the basis of liability now or hereafter under, any Environmental Laws, including any material or substance that is (a) defined as a "solid waste," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "contaminant," "hazardous constituent," "special waste," "toxic substance" or other similar term or phrase under any Environmental Laws, (b) petroleum or any fraction or by-product thereof, asbestos, polychlorinated biphenyls (PCB's), or any radioactive substance.

"**Hazardous Waste**" has the meaning ascribed to such term in the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et. seq.).

"**Indebtedness**" of any Person means: (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured, but not including obligations to trade creditors incurred in the ordinary course of business and not more than forty-five (45 days past due); (b) all obligations evidenced by notes, bonds, debentures or similar instruments; (c) all indebtedness created or arising under any conditional sale or other title retention agreements with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (d) all Capital Lease Obligations; (e) all Guaranteed Indebtedness; (f) all Indebtedness referred to in clauses (a), (b), (c), (d) or (e) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights)

owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness; (g) the Obligations; and (h) all liabilities under Title IV of ERISA.

"**Indemnified Liabilities**" and "**Indemnified Person**" have the respective meanings assigned to them in Section 1.11.

"**Instruments**" means all "instruments**,**" as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including all certificated securities and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"**Intellectual Property**" means any and all Licenses, Patents, Copyrights, Trademarks, trade secrets and customer lists.

"**Inventory**" means all "inventory**,**" as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including all inventory, merchandise, goods and other personal property that are held by or on behalf of such Person for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process, finished goods, returned goods or materials or supplies of any kind, nature or description used or consumed or to be used or consumed in such Person's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

"**Investment Property**" means all "investment property," as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located.

"**IRC**" and "**IRS**" mean respectively, the Internal Revenue Code of 1986 and the Internal Revenue Service, and any successors thereto.

"**Lender**" means Del Mar Master Fund, Ltd. and, if at any time Lender shall decide to assign or syndicate all or any of the Obligations, such term shall include such assignee or such other members of the syndicate.

"**Letter-of-Credit Rights**" means "letter-of-credit rights" as such term is defined in the Code, now owned or hereafter acquired by any Person, including rights to payment or performance under a letter of credit, whether or not such Person, as beneficiary, has demanded or is entitled to demand payment or performance.

"**License**" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by any Person.

"**Lien**" means any mortgage, security deed or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, security title, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement

to give, any financing statement perfecting a security interest under the Code or comparable law of any jurisdiction).

"**Litigation**" means any claim, lawsuit, litigation, investigation or proceeding of or before any arbitrator or Governmental Authority.

"**Loan Documents**" means this Agreement, the Note, the Power of Attorney, the Mortgages and the other documents and instruments listed in Schedule D, and all security agreements, mortgages and all other documents, instruments, certificates, and notices at any time delivered by any Person (other than Lender) in connection with any of the foregoing.

"**Loans**" means the Term Loan.

"**Material Adverse Effect**" means: a material adverse effect on (a) the business, assets, operations, prospects or financial or other condition of Borrower or the industry within which Borrower operates, (b) Borrower's ability to pay or perform the Obligations under the Loan Documents to which Borrower is a party in accordance with the terms thereof, (c) the Collateral or Lender's Liens on the Collateral or the priority of any such Lien, or (d) Lender's rights and remedies under this Agreement and the other Loan Documents.

"**Minimum Actionable Amount**" means $50,000.

"**Mortgages"** shall mean mortgages, deeds of trust or similar agreements, each in form and substance satisfactory to Lender, executed and delivered by Borrower to Lender with respect to the Mortgaged Real Properties.

"**Mortgaged Real Properties**" shall mean, collectively, (a) the real property of Borrower located at 75 Liberty Street and 7 Riverside Drive, City of Ansonia, County of New Haven, State of Connecticut (b) the real property of Borrower located at Washington Avenue, City of Waterbury, County of New Haven, State of Connecticut.

"**Multiemployer Plan**" means a "multiemployer plan," as defined in Section 4001(a) (3) of ERISA, to which Borrower or any ERISA Affiliate is making, is obligated to make, has made or been obligated to make, contributions on behalf of participants who are or were employed by any of them.

"**Net Income (Loss)**" means with respect to any Person and for any period, the aggregate net income (or loss) after taxes of such Person for such period, determined in accordance with GAAP.

"**Note**" means the Term Note.

"**Obligations**" means all loans, advances, debts, expense reimbursement, fees, liabilities, and obligations for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or amounts are liquidated or determinable) owing by Borrower to Lender, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, whether arising under any of the Loan Documents or under any other agreement between Borrower and Lender relating to the Term Loan,

and all covenants and duties regarding such amounts. This term includes all principal, interest (including interest accruing at the then applicable rate provided in this Agreement after the maturity of the Term Loan and interest accruing at the then applicable rate provided in this Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), fees, Charges, expenses, attorneys' fees and any other sum chargeable to Borrower under any of the Loan Documents, and all principal and interest due in respect of the Term Loan and all obligations and liabilities of any Guarantor under any Guaranty.

"**Patent License**" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"**Patents**" means all of the following in which any Person now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"**Payment Account**" means that certain account of Lender, account number 1050454734 in the name of Lender at Citibank, F.S.B. in Ridgefield, Connecticut, ABA No. 221172610, or such other account as may be specified in writing by Lender.

"**Payment Intangibles**" means all "payment intangibles" as such term is defined in the Code, now owned or hereafter acquired by any Person.

"**PBGC**" means the Pension Benefit Guaranty Corporation or any successor thereto.

"**Permitted Encumbrances**" means the following encumbrances: (a) Liens for taxes or assessments or other governmental Charges or levies, either not yet due and payable or to the extent that nonpayment thereof is permitted by the terms of Section 3.10; (b) pledges or deposits securing obligations under worker's compensation, unemployment insurance, social security or public liability laws or similar legislation; (c) pledges or deposits securing bids, tenders, contracts (other than contracts for the payment of money) or leases to which Borrower is a party as lessee made in the ordinary course of business; (d) deposits securing public or statutory obligations of Borrower; (e) inchoate and unperfected workers', mechanics', or similar liens arising in the ordinary course of business so long as such Liens attach only to Equipment, fixtures or real estate; (f) carriers', warehousemans', suppliers' or other similar possessory liens arising in the ordinary course of business and securing indebtedness not yet due and payable in an outstanding aggregate amount not in excess of $25,000 at any time so long as such Liens attach only to Inventory; (g) deposits of money securing, or in lieu of, surety, appeal or customs bonds in proceedings to which Borrower is a party; (h) zoning restrictions, easements, licenses, or other restrictions on the use of real property or other minor irregularities in title (including leasehold title) thereto, so long as the same do not materially impair the use, value, or marketability of such real estate; (i) Purchase Money Liens securing Purchase Money Indebtedness (or rent) to the extent permitted under Section 5(b)(vi); (j) Liens in existence on the Closing Date as disclosed on Disclosure Schedule 5(e) provided that no

such Lien is spread to cover additional property after the Closing Date and the amount of Indebtedness secured thereby is not increased; and (k) Liens in favor of Lender securing the Obligations.

"**Person**" means any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether Federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof), and shall include such Person's successors and assigns.

"**Plan**" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the IRC or Section 302 of ERISA, and in respect of which any Credit Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"**Proceeds**" means "proceeds," as such term is defined in the Code and, in any event, shall include: (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Borrower from time to time with respect to any Collateral; (b) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority); (c) any claim of Borrower against third parties (i) for past, present or future infringement of any Intellectual Property or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License; (d) any recoveries by Borrower against third parties with respect to any litigation or dispute concerning any Collateral, including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral; (e) all amounts collected on, or distributed on account of, other Collateral, including dividends, interest, distributions and Instruments with respect to Investment Property and pledged Stock; and (f) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

"**Purchase Money Indebtedness**" means (a) any Indebtedness incurred for the payment of all or any part of the purchase price of any fixed asset, (b) any Indebtedness incurred for the sole purpose of financing or refinancing all or any part of the purchase price of any fixed asset, and (c) any renewals, extensions or refinancings thereof (but not any increases in the principal amounts thereof outstanding at that time).

"**Purchase Money Lien**" means any Lien upon any fixed assets which secures the Purchase Money Indebtedness related thereto but only if such Lien shall at all times be confined solely to the asset the purchase price of which was financed or refinanced through the incurrence of the Purchase Money Indebtedness secured by such Lien and only if such Lien secures only such Purchase Money Indebtedness.

"**Real Property**" has the meaning assigned to it in Section 3.15.

"**Release**" means as to any Person, any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Materials in the indoor or outdoor environment by such Person, including the movement of Hazardous Materials through or in the air, soil, surface water, ground water or property.

"**Requirement of Law**" means as to any Person, the Certificate or Articles of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Restricted Payment**" means: (a) the declaration or payment of any dividend or the incurrence of any liability to make any other payment or distribution of cash or other property or assets on or in respect of Borrower's Stock; (b) any payment or distribution made in respect of any subordinated Indebtedness of Borrower in violation of any subordination or other agreement made in favor of Lender; (c) any payment on account of the purchase, redemption, defeasance or other retirement of Borrower's Stock or Indebtedness or any other payment or distribution made in respect of any thereof, either directly or indirectly; other than (i) that arising under this Agreement or (ii) interest and principal, when due without acceleration or modification of the amortization as in effect on the Closing Date, under Indebtedness (not including subordinated Indebtedness, payments of which shall be permitted only in accordance with the terms of the relevant subordination agreement made in favor of Lender) described in Disclosure Schedule (5(b)) or otherwise permitted under Section 5(b)(vi); or (d) any payment, loan, contribution, or other transfer of funds or other property to any Stockholder of such Person which is not expressly and specifically permitted in this Agreement; provided, that no payment to Lender shall constitute a Restricted Payment.

"**Revolving Loan Agreements**" means, collectively, (a) Loan and Consignment Agreement, dated October 1, 2004, by and among Ansonia Copper & Brass, Inc. and Del Mar Master Fund, Ltd. and (b) all agreements, documents and/or instruments executed in connection therewith or related thereto, in each instance, as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"**Software**" means all "**software**" as such term is defined in the Code, now owned or hereafter acquired by any Person, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"**Stated Expiry Date**" means October 7, 2011.

"**Stock**" means all certificated and uncertificated shares, options, warrants, membership interests, general or limited partnership interests, participation or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934).

"**Stockholder**" means each holder of Stock of Borrower.

"**Subsidiary**" means, with respect to any Person, (a) any corporation of which an aggregate of more than 50% of the outstanding Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person and/or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of 50% or more of such Stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person or one or more Subsidiaries of such Person has an equity interest (whether in the form of voting or participation in profits or capital contribution) of more than 50% or of which any such Person is a general partner or manager or may exercise the powers of a general partner or manager.

"**Supporting Obligations**" means all "supporting obligations" as such term is defined in the Code, including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

"**Taxes**" means taxes, levies, imposts, deductions, Charges or withholdings, and all liabilities with respect thereto, excluding taxes imposed on or measured by the net income of Lender.

"**Term Loan**" means the loan in the amount specified in and evidenced by the Term Note, and made to Borrower under the terms of this Agreement, and any renewals, extensions, revisions, modifications or replacements therefor or thereof.

"**Term Loan Rate**" means twenty percent (20%) per annum.

"**Term Note**" means the promissory note of Borrower dated the Closing Date, substantially in the form of Exhibit A.

"**Termination Date**" means the date on which all Obligations under this Agreement are indefeasibly paid in full, in cash, and Borrower shall have no further right to borrow any moneys or obtain other credit extensions or financial accommodations under this Agreement.

"**Trademark License**" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"**Trademarks**" means all of the following now owned or hereafter adopted or acquired by any Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered) all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

"**Withdrawal Liability**" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

Any accounting term used in this Agreement or the other Loan Documents shall have, unless otherwise specifically provided therein, the meaning customarily given such term in accordance with GAAP, and all financial computations thereunder shall be computed, unless otherwise specifically provided therein, in accordance with GAAP consistently applied; provided, that all financial covenants and calculations in the Loan Documents shall be made in accordance with GAAP as in effect on the Closing Date unless Borrower and Lender shall otherwise specifically agree in writing. That certain items or computations are explicitly modified by the phrase "in accordance with GAAP" shall in no way be construed to limit the foregoing. All other undefined terms contained in this Agreement or the other Loan Documents shall, unless the context indicates otherwise, have the meanings provided for by the Code. The words "herein," "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the exhibits and schedules thereto, as the same may from time to time be amended, modified or supplemented, and not to any particular section, subsection or clause contained in this Agreement.

For purposes of this Agreement and the other Loan Documents, the following additional rules of construction shall apply, unless specifically indicated to the contrary: (a) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural; (b) the term "or" is not exclusive; (c) the term "including" (or any form thereof) shall not be limiting or exclusive; (d) all references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations; and (e) all references to any instruments or agreements, including references to any of the Loan Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

SCHEDULE B
LENDER'S AND BORROWER'S ADDRESS FOR NOTICES

Lender's Address

Name:	Del Mar Master Fund, Ltd.
Address:	771 Fifth Avenue
	New York, NY 10022
Attn:	Mr. Morris Macleod
Telephone:	(212) 328-7153
Facsimile:	(212) 328-7208

Borrower's Address

Name:	**ANSONIA COPPER & BRASS, INC.**
Address:	725 Bank Street
	Waterbury, Connecticut, 06408
Attn:	Mr. Ray McGee
Telephone:	(203) 755-6087
Facsimile:	(203) 756-1330

SCHEDULE C - CASH MANAGEMENT

Borrower agrees to establish, and to maintain, until the Termination Date, the cash management system described below:

1. No Corporate Credit Party: (i) shall (nor shall it permit any of its Subsidiaries to) open or maintain any deposit, checking, operating or other bank account, or similar money handling account, with any bank or other financial institution except for those accounts identified in Attachment I hereto (to include a petty cash account not to exceed $5,000 during any Fiscal Month, and a payroll account not to exceed an amount equal to one regular payroll at any time); and (ii) shall close or permit to be closed any of the accounts listed in Attachment I hereto, in each case without Lender's prior written consent, and then only after such Credit Party has implemented agreements with such bank or financial institution and Lender acceptable to Lender.

ATTACHMENT I TO SCHEDULE C

LIST OF BANK ACCOUNTS

1. Lock Box Accounts.

2. Disbursement Accounts.

3. Petty Cash Account (not to exceed $5,000).

4. Payroll Account (not to exceed one regular payroll).

SCHEDULE D

SCHEDULE OF DOCUMENTS

The obligation of Lender to make the Term Loan is subject to satisfaction of the condition precedent that Lender shall have received the following, each, unless otherwise specified below or the context otherwise requires, dated the Closing Date, in form and substance satisfactory to Lender and its counsel:

PRINCIPAL LOAN DOCUMENTS

1. Agreement. The Loan and Security Agreement duly executed by Borrower(s).

2. Note(s). Duly executed Note(s) to the order of Lender evidencing the Loan(s).

3. Mortgages. Duly executed Mortgages with respect to the Mortgaged Real Properties.

COLLATERAL DOCUMENTS

1. Acknowledgment Copies of Financing Statements. Acknowledgment copies of proper Financing Statements (Form UCC-l) (the "Financing Statements") duly filed under the Code in all jurisdictions as may be necessary or, in the opinion of Lender, desirable to perfect Lender's Lien on the Collateral.

2. UCC Searches. Certified copies of UCC Searches, or other evidence satisfactory to Lender, listing all effective financing statements which name Borrower(s) (under present name, any previous name or any trade or doing business name) as debtor and covering all jurisdictions referred to in paragraph (1) immediately above, together with copies of such other financing statements.

4. Other Recordings and Filings. Evidence of the completion of all other recordings and filings (including UCC-3 termination statements and other Lien release documentation) as may be necessary or, in the opinion of and at the request of Lender, desirable to perfect Lender's Lien on the Collateral and ensure such Collateral is free and clear of other Liens..

5. Power of Attorney. Powers of Attorney duly executed by Borrower executing the Agreement.

THIRD PARTY AGREEMENTS

1. Landlord and Mortgagee Consents. Unless otherwise agreed to in writing by Lender, duly executed landlord and mortgagee waivers and consents from the landlords and mortgagees of all of (each) Borrower's leased or owned locations where Collateral is held, in each case, in form and substance satisfactory to Lender.

OTHER DOCUMENTS

1. Secretary Certificate. A Secretary Certificate in the form of Exhibit B to the Agreement duly completed and executed by the Secretary of Borrower executing the Agreement, together with all attachments thereto.

2. Financial Statements and Projections. Copies of the Financial Statements and Projections, which Projections shall include a capital expenditures budget for Borrower(s) in form and substance satisfactory to Lender.

3. Insurance Policies. Certified copies of insurance policies described in Section 3.16, together with evidence showing loss payable or additional insured clauses or endorsements in favor of Lender.

DISCLOSURE SCHEDULE (3.2)

CHIEF EXECUTIVE OFFICE & CORPORATE NAMES

Official Name	Type of Entity (e.g. corporation, partnership, limited partnership, limited liability company)
Organization Identification Number Issued by State of Incorporation or Organization Or Statement that no such number has been issued	State of Incorporation or Organization
Chief Executive Office	County/State [be sure to include names of counties]
Locations of Inventory and other Collateral	County/State **[be sure to include names of counties]**
[other corporate names or trade names if any]	

DISCLOSURE SCHEDULE (3.6)

REAL ESTATE

[Describe all real property owned or leased or used in business]

Address	Type [owned, leased, warehouse]	County

DISCLOSURE SCHEDULE (3.7)

STOCK & AFFILIATES

[List all subsidiaries, affiliates and joint ventures]

Name	Type (subsidiary, affiliate etc.)	Percentage owned by Credit Party (identify)

DISCLOSURE SCHEDULE (3.9)

TAXES

DISCLOSURE SCHEDULE (3.11)

ERISA

[List all Plans and any liabilities and events described in § 3.11 of Loan Agreement]

DISCLOSURE SCHEDULE (3.12)

LITIGATION

[Describe all material Litigation and amount in controversy]

DISCLOSURE SCHEDULE (3.13)

INTELLECTUAL PROPERTY

[Describe all Intellectual Property used or licensed]

Description	Owner	Licensee (if any)	Type (Trademark Patent, Copyright, etc.)	Registration #

DISCLOSURE SCHEDULE (3.15)

ENVIRONMENTAL MATTERS

[Describe any Environmental Matters referenced to in § 3.16 of Loan Agreement]

DISCLOSURE SCHEDULE (3.16)

INSURANCE

[List all Insurance Policies]

Type	Insured	Beneficiary	Amount

DISCLOSURE SCHEDULE 3.18

CONTRACTS (OFFSET RISK)

Name Of Account Debtor	Term Of Contract	Type	Expiration Date

DISCLOSURE SCHEDULE (5(b))

INDEBTEDNESS

[Give detailed description of Indebtedness existing as of Closing Date.]

1. Indebtedness arising under the Revolving Loan Agreements.

DISCLOSURE SCHEDULE (5(e))

LIENS

[Give detailed description of Liens existing as of the Closing Date]

1. Liens securing the Indebtedness arising under the Revolving Loan Agreements.

DISCLOSURE SCHEDULE (6.1)

ACTIONS TO PERFECT LIENS

UCC Filings [list state and county filings necessary to perfect liens]

1. Delaware Secretary of State
2. **[Fixture Filings]???**

Mortgage Recordings **[if any]**

1. Mortgage to be filed in the real property records of _____
2. Mortgage to file filed in real property records of _____

Other Actions to Perfect Liens **[if any]**

DEL MAR

January 29, 2014

Ansonia Revolver

Attention: Steve Turner and Chris Vernon
Email: sturner@ansoniacb.com, cvernon@ansoniacb.com
Phone: 203-755-6087 x107

Re: Del Mar Master Fund, Ltd

Our auditors, PricewaterhouseCoopers, are performing an audit of our financial statements. Please furnish directly to them the following information about your indebtedness to us at December 31, 2013 and for the period indicated below.

Supplemental advances 2013:

1. Unpaid principal balance: ($) 299,257.40
2. Interest rate: (%) 25 %
3. Terms for payment of principal: N/A
4. Date to which interest has been paid: See Schedule attached (6)
5. Other amounts on deposit with you: $ N/A
6. The nature of defaults, if any: _____

After completing the above information (attach additional sheets if necessary), please sign and date your response initially by e-mail to **cae2@ky.pwc.com** or facsimile (345) 949 7352 and then mail your reply directly to PricewaterhouseCoopers, P.O. Box 258 GT, Grand Cayman, Your prompt response to this request will be appreciated.

Please also provide a copy of the completed confirmation to Del Mar Asset Management, LP by e-mail to jhwang@delmarasset.com.

Very truly yours,
For and on behalf of the Funds

David W. Greek

The information furnished to you with this letter regarding the mortgage obligation from us to **the Funds** agrees with our records at **December 31, 2013**.

By: S. R. TURNER
(Name)

INDEPENDANT CONTRACTOR
(Title)

3/25/14
(Date)

Ansonia Copper Brass, Inc

Statement of Funding form Delmar
as of ~~12-31-2012~~ 12-31-2013

Prepared by: ~~Chris Vernon~~ S. Turner

Ansonia VS Delmar per loan agreement date 12/20/2007

		Date	ACB GI AC#	Ansonia	Delmar
	Term Loan				$ 22,919
	Revolving Loan				$ 4,768,000
	Paydown				$ (841,500)
1.)	Loan Due on Demand	12/31/2007	132100000	$ 4,790,919	3,949,419.00
2.)	Real Estate Term Loan	12/20/2007		$ 2,250,000	$ 2,250,000
	Additional Fees per agrmt 12/20/07				$ 115,000
	Unpaid Interest per agreement				$ 32,375
	Fees & Costs- Estate Loan Documents				$ 3,000
	Current Portion of LT Debt - Misc	12/31/2007	132990006	$ 2,250,000.00	$ 2,400,375.00
3.)	Supplemental Advances	12/17/2007			$ 4,100,000.00
	Supplemental Advances	12/21/2007			$ 200,000.00
		12/31/2007	132990004	$ 4,300,000.00	$ 4,300,000.00
	Supplemental Advances	1/31/2008		Delmar Financing	1,700,000.00
		2/29/2006		Delmar Financing	2,750,000.00
		3/31/2008		Delmar Financing	1,010,000.00
		3/31/2008		Delmar Financing	1,100,000.00
		4/30/2008		Delmar Financing	1,300,000.00
		2/25/2009		Delmar Financing	300,000.00
		3/17/2009		Delmar Financing	250,000.00
		3/30/2009		Delmar Financing	150,000.00
		4/7/2009		Delmar Financing	150,000.00
		4/29/2009		Delmar Financing	300,000.00
		5/12/2009		Delmar Financing	350,000.00
		5/28/2009		Delmar Financing	300,000.00
		6/3/2009		Delmar Financing	350,000.00
		6/25/2009		Delmar Financing	300,000.00
		7/8/2009		Delmar Financing	300,000.00
		7/21/2009		Delmar Financing	300,000.00
		7/27/2009		Delmar Financing	300,000.00
		8/5/2009		Delmar Financing	350,000.00
		8/13/2009		Delmar Financing	200,000.00
		8/27/2009		Delmar Financing	200,000.00
		9/2/2009		Delmar Financing	250,000.00
		9/30/2009		Delmar Financing	250,000.00
		10/8/2009		Delmar Financing	450,000.00
		10/20/2009		Delmar Financing	200,000.00
		11/12/2009		Delmar Financing	150,000.00
		12/2/2009		Delmar Financing	150,000.00
		1/8/2010		Delmar Financing	300,000.00
		1/21/2010		Delmar Financing	350,000.00
		1/27/2010		Delmar Financing	350,000.00
		2/3/2010		Delmar Financing	350,000.00
		2/16/2010		Delmar Financing	150,000.00
		2/25/2010		Delmar Financing	200,000.00
		3/8/2010		Delmar Financing	200,000.00
		3/31/2010		Delmar Financing	400,000.00
		4/23/2010		Delmar Financing	400,000.00
		5/19/2010		Delmar Financing	350,000.00
		6/15/2010		Delmar Financing	300,000.00
		7/1/2010		Delmar Financing	250,000.00
		9/3/2010		Delmar Financing	200,000.00
		10/26/2010		Delmar Financing	200,000.00
		11/29/2010		Delmar Financing (a)	300,000.00
		12/8/2010		Paydown (a)	(150,000.00)
	Current Portion of LT Debt			Subtotal	$ 21,860,000.00
4.)	Supplemental Advances - (2011)	04/08/11		Delmar Financing	$ 750,000.00
		05/04/11		Delmar Financing	$ 250,000.00
		5/27/2011		Delmar Financing	$ 300,000.00
		06/03/11		Delmar Financing	$ 200,000.00
		08/01/11		Delmar Financing	$ 100,000.00
		8/26/2011		Delmar Financing	$ 100,000.00
		09/29/11		Delmar Financing	$ 100,000.00
		10/31/11		Delmar Financing	$ 300,000.00
		11/22/11		Delmar Financing	$ 100,000.00
		12/19/11		Delmar Financing	$ 150,000.00
	Current Portion of LT Debt			Subtotal	$ 2,350,000.00
5.)	Supplemental Advances - (2012)	01/09/12		Delmar Financing	$ 150,000.00
		01/25/12		Delmar Financing	$ 100,000.00
		03/31/12		Delmar Financing	$ 250,000.00
		4/30/2012		Delmar Financing	$ 150,000.00
		05/31/12		Delmar Financing	$ 400,000.00
	Current Portion of LT Debt			Subtotal	$ 1,050,000.00
	Grand Total rows (1,2 & 3,4,5)			ACB Total	$ 31,609,794.00

6) Supplemental Advances - (2013)

10/08/13	Delmar Financing	$ 231,779.36
12/27/13	Delmar Financing	$ 67,478.04
		$ 299,257.40

K:\Finance\Delmar Finance Agreements - Amendments\Delmar debt analysis Dec2012.xls

REVISED GRAND TOTAL (1,2,3,4,6&6) $ 31,909,051.40

DEL MAR

March 25, 2014

~~February 26,~~ 2013

Ansonia Revolver

Attention: Steve Turner and Christysen Vernon
Email: sturner@ansoniacb.com, cvernon@ansoniacb.com
Phone: 203-755-6087 x107

Re: Del Mar Master Fund, Ltd

Our auditors, PricewaterhouseCoopers, are performing an audit of our financial statements. Please furnish directly to them the following information about your indebtedness to us at December 31, ~~2012~~ 2013 and for the period indicated below.

Revolver loan:

1. Unpaid principal balance: ($) 3,949,419
2. Interest rate: (%) 8%
3. Terms for payment of principal: N/A
4. Date to which interest has been paid: See schedule attached ①
5. Other amounts on deposit with you: $ N/A
6. The nature of defaults, if any: _____

After completing the above information (attach additional sheets if necessary), please sign and date your response initially by e-mail to cae2@ky.nwc.com or facsimile (345) 949 7352 and then mail your reply directly to PricewaterhouseCoopers, P.O. Box 258 GT, Grand Cayman, Your prompt response to this request will be appreciated.

Very truly yours,
For and on behalf of the Funds

- NO CHANGE FROM BALANCE AS AT DEC. 31, 2012

By: S. R. TURNER 3/25/14

Del Mar Asset Management, LP | 711 Fifth Avenue, 5th Floor | New York, NY 10022
717-328-7130 (t) 717-328-7128 (fax)

DEL MAR

March 25, 2014

~~February 26, 2013~~

Ansonia Revolver

Attention: Steve Turner and Christysen Vernon
Email: sturner@ansoniacb.com, cvernon@ansoniacb.com
Phone: 203-755-6087 x107

Re: Del Mar Master Fund, Ltd

Our auditors, PricewaterhouseCoopers, are performing an audit of our financial statements. Please furnish directly to them the following information about your indebtedness to us at December 31, ~~2012~~ 2013 and for the period indicated below.

Revolver loan:

1. Unpaid principal balance: ($) Term & Supplemental Advances — 24,260,375
2. Interest rate: (%) — 14%
3. Terms for payment of principal: — N/A
4. Date to which interest has been paid: — See Schedule attached (2+3)
5. Other amounts on deposit with you: — $ N/A
6. The nature of defaults, if any: _____

After completing the above information (attach additional sheets if necessary), please sign and date your response initially by e-mail to cae2@ky.pwc.com or facsimile (345) 949 7352 and then mail your reply directly to PricewaterhouseCoopers, P.O. Box 258 GT, Grand Cayman, Your prompt response to this request will be appreciated.

Very truly yours,
For and on behalf of the Funds

- NO CHANGE FROM BALANCE AS AT DEC. 31, 2012

By: S.R. TURNER 3/25/14

DEL MAR

March 25, 2014

~~February 26, 2013~~

Ansonia Revolver

Attention: Steve Turner and Christysen Vernon
Email: sturner@ansoniacb.com, cvernon@ansoniacb.com
Phone: 203-755-6087 x107

Re: Del Mar Master Fund, Ltd

Our auditors, PricewaterhouseCoopers, are performing an audit of our financial statements. Please furnish directly to them the following information about your indebtedness to us at December 31, ~~2012~~ 2013 and for the period indicated below.

Revolver loan:

1.	Unpaid principal balance: ($) Supplemental Advances (2011-2012)	3400,000
2.	Interest rate: (%)	2%
3.	Terms for payment of principal:	N/A
4.	Date to which interest has been paid:	See Schedule attached (4+5)
5.	Other amounts on deposit with you:	$ N/A
6.	The nature of defaults, if any: _____	

After completing the above information (attach additional sheets if necessary), please sign and date your response initially by e-mail to cae2@ky.pwc.com or facsimile (345) 949 7352 and then mail your reply directly to PricewaterhouseCoopers, P.O. Box 258 GT, Grand Cayman, Your prompt response to this request will be appreciated.

Very truly yours,
For and on behalf of the Funds

- NO CHANGE FROM BALANCE AS AT DEC. 31, 2012

By: [signature]

S.R. TURNER 3/25/14