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6/5/07

AMENDMENT NO. 3 TO LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NO. 3 TO LOAN AND SECURITY AGREEMENT (this "Amendment No. 3"), dated as of June 5, 2007, is entered into by and among Wachovia Capital Finance Corporation (Central), as agent (in such capacity, "Agent"), for itself and the parties from time to time to the Loan Agreement (as hereinafter defined), as lenders (collectively, together with Agent, "Lenders"), Ormet Corporation ("Parent"), Ormet Primary Aluminum Corporation ("OPAC"), Ormet Aluminum Mill Products Corporation ("Ormet Mill", and together with Parent and OPAC, each individually a "Borrower" and collectively, "Borrowers"), Specialty Blanks Holding Corporation ("Specialty Holding"), Ormet Railroad Corporation ("Ormet Railroad"), Specialty Blanks, Inc. ("Specialty", and together with Specialty Holding and Ormet Railroad, each individually a "Guarantor" and collectively, "Guarantors").

W I T N E S S E T H:

WHEREAS, Agent, Lenders, Borrowers and Guarantors have entered into financing arrangements as set forth in the Loan and Security Agreement, dated February 14, 2007, by and among Agent, Lenders, Borrowers and Guarantors, as amended by Amendment No. 1 to Loan and Security Agreement, dated March 16, 2007 ("Amendment No. 1 to Loan Agreement"), and Amendment No. 2 to Loan and Security Agreement ("Amendment No. 2 to Loan Agreement"), dated April 24, 2007 (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 or delivered in connection therewith or related thereto, including this Amendment No. 3 (all of the foregoing, including the Loan Agreement and this Amendment No. 3, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, the parties hereto desire to enter into this Amendment No. 3 to evidence and effectuate such amendments to the Loan Agreement in each case subject to the terms and conditions and to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

1.1 Additional Definitions. As used herein, the following terms shall have the respective meanings given below and the Loan Agreement and the other Financing Agreements are hereby amended to include, in addition and not in limitation, the following definitions:

(a) "Amendment No. 3" shall mean Amendment No. 3 to Loan and Security Agreement, dated as of June 4, 2007, by and among Borrowers, Guarantors, Lenders

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and Agent, as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) "Approved Fund" shall mean with respect to any Lender that is a fund or similar investment vehicle that makes or invests in commercial loans, any other fund or similar investment vehicle that invests in commercial loans which is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

(c) "Required Supplemental Loan Lenders" shall mean, at any time, at least two (2) Supplemental Loan Lenders whose Pro Rata Shares aggregate fifty-one (51%) percent or more of the aggregate of the Supplemental Loan Commitments of all Supplemental Loan Lenders, or if the Supplemental Loan Commitments shall have been terminated, at least two (2) Lenders to whom at least (51%) percent of the then outstanding Supplemental Loan Obligations in the aggregate are owing.

## 1.2 Amendments to Definitions.

(a) The definition of "Eligible Transferee" in the Loan Agreement is hereby amended by deleting clause (a) of such definition and replacing it with the following: "(a) any Lender or any of its Approved Funds".

(b) The definition of "Required Lenders" in the Loan Agreement is hereby replaced with the following:

"Required Lenders" shall mean, at any time, at least two (2) Lenders whose Pro Rata Shares aggregate fifty-one (51%) percent or more of the aggregate of the Commitments of all Lenders, or if the Commitments shall have been terminated, at least two (2) Lenders to whom at least (51%) percent of the then outstanding Obligations in the aggregate are owing."

(c) The definition of "Revolving Loan Limit" in the Loan Agreement is hereby replaced with the following:

"Revolving Loan Limit" shall mean, as to all Borrowers, the aggregate amount of \$95,000,000; provided, that, the Revolving Loan Limit shall be increased up to the aggregate amount of \$100,000,000 to the extent Wachovia assigns or sells Commitments, other than Supplemental Loan Commitments, that it holds of up to \$10,000,000. The Revolving Loan Limit will automatically be increased by an amount equal to fifty (50%) of such Commitments so sold or assigned by Wachovia after Agent sends written notice to Borrowers and to all other Lenders setting forth the amount of the then applicable Revolving Loan Limit.

1.3 Amendment to Amendment No.2 to Loan Agreement. Section 1.2(c) to Amendment No. 2 to Loan Agreement is hereby amended to replace the word "sentence" in the introductory clause thereof with the word "sentences".

1.4 Interpretation. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

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Section 2. Payments. The last paragraph appearing at the end of Section 6.4(a) of the Loan Agreement is hereby replaced with the following:

“Notwithstanding anything to the contrary contained in this Agreement, (i) unless so directed by Administrative Borrower, or unless a Default or an Event of Default shall exist or have occurred and be continuing, Agent shall not apply any payments which it receives to any Eurodollar Rate Loans, except (A) on the expiration date of the Interest Period applicable to any such Eurodollar Rate Loans or (B) in the event that there are no outstanding Prime Rate Loans and (ii) subject at all times to the priority of application of payments in clauses (i) through (ix) above, to the extent any Borrower uses any proceeds of the Loans or Letters of Credit to acquire rights in or the use of any Collateral or to repay any Indebtedness used to acquire rights in or the use of any Collateral, payments in respect of the Obligations shall be deemed applied first to the Obligations arising from Loans and Letters of Credit that were not used for such purposes and second to the Obligations arising from Loans and Letters of Credit the proceeds of which were used to acquire rights in or the use of any Collateral in the chronological order in which such Borrower acquired such rights in or the use of such Collateral.”

Section 3. Required Supplemental Loan Lenders. Section 3.6 of Amendment No. 1 to Loan Agreement is hereby replaced with the following:

“3.6 Amendments. Notwithstanding anything to the contrary contained in Section 11.3 of the Loan Agreement or otherwise, only the consent of Required Supplemental Loan Lenders (and, if required under Section 11.3 of the Loan Agreement, of Borrowers) shall be required for any amendment, waiver or consent under Section 2 of Amendment No. 1 to Loan Agreement or directly affecting the rights or duties of Supplemental Loan Lenders (in their capacity as Supplemental Loan Lenders, as opposed to their capacity as Lenders generally) hereunder or under any of the other Financing Agreements; provided, however, that, the consent of all Supplemental Loan Lenders shall be required for any amendment, waiver or consent that shall (i) reduce the interest rate or any fees or extend the time of payment of principal, interest or any fees or reduce the principal amount of any Supplemental Loan, (ii) increase the Supplemental Loan Limit or the Supplemental Loan Commitment of any Lender over the amount thereof then in effect, or (iii) reduce any percentage specified in the definition of Required Supplemental Loan Lenders.”

Section 4. Additional Loans. Section 12.8 of the Loan Agreement is hereby replaced with the following:

“12.8 Additional Loans. Agent shall not make any Revolving Loans or Issuing Bank provide any Letter of Credit to any Borrower on behalf of Lenders intentionally and with actual knowledge that such Revolving Loans or Letter of Credit would cause the aggregate amount of the total outstanding Revolving Loans and Letters of Credit to such Borrower to exceed the Borrowing Base of such Borrower, without the prior consent of all Lenders, except, that, Agent may make such additional Revolving Loans or Issuing Bank may provide such additional Letter of Credit on behalf of Lenders, intentionally and with actual knowledge that such Revolving Loans or Letter of Credit will cause the total outstanding Revolving Loans and Letters of Credit to such Borrower to exceed the

Borrowing Base of such Borrower, as Agent may deem necessary or advisable in its discretion; provided, that: (a) the total principal amount of the additional Revolving Loans or additional Letters of Credit to any Borrower which Agent may make or provide after obtaining such actual knowledge that the aggregate principal amount of the Revolving Loans equal or exceed the Borrowing Bases of Borrowers shall not exceed the aggregate amount equal to the lesser of (i) ten (10%) percent of the Borrowing Base at the time such additional Loan is made or (ii) ten (10%) percent of the Maximum Credit and shall not cause the total principal amount of the Loans and Letters of Credit to exceed the Maximum Credit, (b) the aggregate amount of Special Agent Advances made pursuant to Section 12.11(a)(ii) hereof then outstanding and the aggregate amount of such additional Revolving Loans or Letters of Credit shall not exceed ten (10) percent of the Maximum Credit, and (c) no such additional Revolving Loan or Letter of Credit shall be outstanding more than sixty (60) days after the date such additional Revolving Loan or Letter of Credit is made or issued (as the case may be), except as the Required Lenders may otherwise agree. Each Lender shall be obligated to pay Agent the amount of its Pro Rata Share of any such additional Revolving Loans or Letters of Credit.”

Section 5. Collateral Matters. Section 12.11(a) of the Loan Agreement is hereby deleted and replaced with the following:

“(a) Agent may, at its option, from time to time, at any time on or after an Event of Default and for so long as the same is continuing or upon any other failure of a condition precedent to the Loans and Letters of Credit hereunder, make such disbursements and advances (“Special Agent Advances”) which Agent, deems necessary or desirable, in its sole discretion either (i) to preserve or protect the Collateral or any portion thereof or (ii) to enhance the likelihood or maximize the amount of repayment by Borrowers and Guarantors of the Loans and other Obligations; provided, that, (A) the aggregate principal amount of the Special Agent Advances pursuant to this clause (ii) outstanding at any time shall not exceed the amount equal to the lesser of (1) fifteen (15%) percent of the Borrowing Base at the time such Special Agent Advance is made or (2) ten (10%) percent of the Maximum Credit, (B) the aggregate amount of Special Agent Advances made pursuant to this clause (ii) plus the then outstanding and the aggregate amount of additional Revolving Loans or Letters of Credit made pursuant to Section 12.8 hereof shall not exceed ten (10%) percent of the Maximum Credit, (C) the aggregate principal amount of the Special Agent Advances pursuant to this clause (ii) outstanding at any time, plus the then outstanding principal amount of the Loans, shall not exceed the Maximum Credit, except at Agent’s option, provided, that, to the extent that the aggregate principal amount of Special Agent Advances exceed the Maximum Credit the Special Agent Advances that are in excess of the Maximum Credit shall be for the sole account and risk of Agent and notwithstanding anything to the contrary set forth below, no Lender shall have any obligation to provide its share of such Special Agent Advances in excess of the Maximum Credit, or (iii) to pay any other amount chargeable to any Borrower or Guarantor pursuant to the terms of this Agreement or any of the other Financing Agreements consisting of (A) costs, fees and expenses and (B) payments to Issuing Bank in respect of any Letter of Credit Obligations. The Special Agent Advances shall be repayable on demand and together with all interest thereon shall constitute Obligations secured by the Collateral. Special Agent Advances shall not constitute Loans but shall otherwise constitute Obligations hereunder. Interest on Special Agent Advances

shall be payable at the Interest Rate then applicable to Prime Rate Loans and shall be payable on demand. Without limitation of its obligations pursuant to Section 6.11, each Lender agrees that it shall make available to Agent, upon Agent's demand, in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Special Agent Advance. If such funds are not made available to Agent by such Lender, such Lender shall be deemed a Defaulting Lender and Agent shall be entitled to recover such funds, on demand from such Lender together with interest thereon for each day from the date such payment was due until the date such amount is paid to Agent at the Federal Funds Rate for each day during such period (as published by the Federal Reserve Bank of New York or at Agent's option based on the arithmetic mean determined by Agent of the rates for the last transaction in overnight Federal funds arranged prior to 9:00 a.m. (New York City time) on that day by each of the three leading brokers of Federal funds transactions in New York City selected by Agent) and if such amounts are not paid within three (3) days of Agent's demand, at the highest Interest Rate provided for in Section 3.1 hereof applicable to Prime Rate Loans."

Section 6. Assignments; Participations.

6.1 Section 13.7(a) of the Loan Agreement is hereby replaced with the following:

"(a) Each Lender may, with the prior written consent of Agent, assign all or, if less than all, a portion equal to at least \$5,000,000 in the aggregate for the assigning Lender, of such rights and obligations under this Agreement to one or more Eligible Transferees (but not including for this purpose any assignments in the form of a participation), each of which assignees shall become a party to this Agreement as a Lender by execution of an Assignment and Acceptance; provided, that, (i) such transfer or assignment will not be effective until recorded by Agent on the Register, (ii) Agent shall have received for its sole account payment of a processing fee from the assigning Lender or the assignee in the amount of \$5,000, except that such processing fee shall not be payable for up to five (5) assignments by a Lender to an Approved Fund, and (iii) any Lender may without the prior written consent of Agent, but after prior written notice to Agent, assign any or all of such Lender's rights under the Financing Agreements to an Approved Fund of such Lender so long as Agent shall have received a duly executed Assignment and Acceptance from such Approved Fund."

6.2 Section 13.7(f) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(f) Nothing in this Agreement shall prevent or prohibit any Lender from pledging its Loans hereunder to a Federal Reserve Bank or such other lender or group of lenders that has provided financing to such Lender in support of borrowings made by such Lenders from such Federal Reserve Bank or such other lender or group of lenders that has provided financing to such Lender; provided, that, (i) no such pledge shall release such Lender from any of its obligations hereunder or substitute any such pledgee for such Lender as a party hereto and (ii) no such other lender or group of lenders that has provided financing to such Lender shall be entitled to exercise any rights or remedies

under the Loan Agreement or the other Financing Agreements, other than its right to receive payment of such pledged Loans in the accordance with the terms hereof.”

Section 7. Acknowledgment. Borrowers and Guarantors hereby acknowledge, confirm and agree that Borrowers are indebted to Agent and Supplemental Loan Lenders for Supplemental Loans as of May 10, 2007 in the aggregate principal amount of not less than \$30,000,000 and as of June 4, 2007 in the aggregate principal amount of not less than \$30,000,000, together with interest accrued and accruing thereon, all of which amounts, in each case, are unconditionally owing by Borrowers to Agent and Supplemental Loan Lenders, without offset, defense or counterclaim of any kind.

Section 8. Representations, Warranties and Covenants. Each Borrower and Guarantor represents, warrants and covenants with, to and in favor of Agent as follows, which representations, warranties and covenants are continuing and shall survive the execution and delivery hereof, the truth and accuracy of, or compliance with each, together with the representations, warranties and covenants in the other Financing Agreements, being a condition of the effectiveness of this Amendment No. 3:

8.1 This Amendment No. 3 has been duly authorized, executed and delivered by all necessary action on the part of Borrowers and Guarantors which is a party hereto and is in full force and effect as of the date hereof, as the case may be, and the obligations of Borrowers or Guarantors contained herein constitute legal, valid and binding obligations of Borrowers and Guarantors, as the case may be, enforceable against them in accordance with their terms.

8.2 All of the representations and warranties set forth in the Loan Agreement as amended hereby, and the other Financing Agreements, are true and correct in all material respects after giving effect to the provisions of this Amendment No. 3, except to the extent any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct as of such date.

8.3 After giving effect to the provisions of this Amendment No. 3, no Event of Default exists or has occurred and is continuing.

Section 9. Conditions Precedent. Concurrently with the execution and delivery hereof, and as a further condition to the effectiveness of this Amendment No. 3 and the agreement of Agent to the modifications and amendments set forth in this Amendment No. 3:

9.1 Agent shall have received, in form and substance satisfactory to Agent, an executed copy of an original or executed original counterparts of this Amendment No. 3 by electronic mail or facsimile (with the originals to be delivered within five (5) Business Days after the date hereof), duly authorized, executed and delivered by each Borrower and Guarantor;

9.2 each Borrower and Guarantor shall deliver, or cause to be delivered, to Agent a true and correct copy of any consent, waiver or approval to or of this Amendment No. 3, which any Borrower or Guarantor is required to obtain from any other Person, and such consent, approval or waiver shall be in a form and substance satisfactory to Agent;

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9.3 Agent shall have received such approvals of Lenders, in form and substance satisfactory to Agent, to the terms and conditions of this Amendment No. 3 as are required under the terms of the Loan Agreement; and

9.4 after giving effect to the waivers, consents and amendments contemplated by this Amendment No. 3, no Default or Event of Default shall exist or have occurred and be continuing.

Section 10. Effect of this Amendment No. 3. This Amendment No. 3 constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral or written communications, memoranda, proposals, negotiations, discussions, term sheets and commitments with respect to the subject matter hereof. Except as expressly provided herein, no other changes or modifications to the Loan Agreement or any of the other Financing Agreements, or waivers of or consents under any provisions of any of the foregoing, are intended or implied by this Amendment No. 3, and in all other respects the Financing Agreements are hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date of this Amendment No. 3. The applicable provisions of this Amendment No. 3 and the Loan Agreement shall be read and interpreted as one agreement. To the extent that any provision of the Loan Agreement or any of the other Financing Agreements conflicts with any provision of this Amendment No. 3, the provision of this Amendment No. 3 shall control.

Section 11. Further Assurances. Borrowers and Guarantors shall execute and deliver such additional documents and take such additional action as may be reasonably requested by Agent to effectuate the provisions and purposes of this Amendment No. 3.

Section 12. Governing Law. The validity, interpretation and enforcement of this Amendment No. 3 in 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 any principle of conflict of laws or other rule of law that would result in the application of the law of any jurisdiction other than the State of New York. Without in any way limiting the foregoing, the parties elect to be governed by New York law in accordance with, and relying on (at least in part), Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

Section 13. Binding Effect. This Amendment No. 3 shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

Section 14. Counterparts. This Amendment No. 3 may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original but all of which when taken together shall constitute one and the same instrument. In making proof of this Amendment No. 3, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties hereto. This Amendment No. 3 may be executed and delivered by telecopier (or other electronic transmission of a manually executed counterpart) with the same force and effect as if it were a manually executed and delivered counterpart. Any party delivering an executed counterpart of this Amendment No. 3 by telecopier (or other electronic transmission of a manually executed counterpart) shall also deliver an original executed counterpart of this Amendment No. 3, but the failure to deliver an original executed

