

Risk Factors Comparison 2024-10-24 to 2023-10-25 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text **Moved Text Section**

Our businesses require certain materials that are sourced from third- party suppliers. Although the synergies from our integrated operations allow us to be our own source for some raw materials, particularly with respect to recycled metal for our steel manufacturing operations, we rely on other suppliers for most of our raw material and other input needs, including inputs to steel production such as graphite electrodes, alloys, and other required consumables. Industry supply conditions generally involve risks, including the possibility of shortages of raw materials, increases in raw material and other input costs, and reduced control over delivery schedules. We procure our scrap inventory from numerous sources. These suppliers generally are not bound by long- term contracts and have no obligation to sell scrap metal to us. In periods of declining or lower recycled metal prices, suppliers may elect to hold scrap metal to wait for higher prices or intentionally slow their metal collection activities, tightening supply. The effects of competition for supply of scrap metal, including of specific grades, can significantly impact the flow of scrap volumes into our facilities, our metal spreads, and our operating margins. If a substantial number of suppliers cease selling scrap metal to us, we will be unable to recycle metal at desired levels, and our results of operations and financial condition could be materially adversely affected. For instance, in fiscal 2023 **and continuing into fiscal 2024**, a slowdown in economic growth in the U. S., coupled with rising interest rates and inflation, led consumers and businesses to hold on to vehicles longer, constraining the supply of scrap metal including end- of- life vehicles, which resulted in significantly reduced processed volumes. A slowdown of industrial production in the U. S. may also reduce the supply of industrial grades of metal to the metals recycling industry, resulting in less recyclable metal available to process and market. Increased competition for domestic scrap metal, including as a result of overcapacity or consolidation in the metal recycling industry in the U. S. and Canada, may also reduce the supply of scrap metal available to us. Failure to obtain a steady supply of recyclable material could both adversely impact our ability to meet sales commitments and reduce our operating margins. Failure to obtain an adequate supply of end- of- life vehicles, including due to increasing trends over time in the proportion of electric vehicles sold to total vehicles sold, the pace of and the auto recycling industry response to which are uncertain, could adversely impact our ability to attract customers and charge admission fees and reduce parts sales at our auto parts stores ~~For example, cars purchased by our auto parts stores decreased by 8 % in both fiscal 2022 and 2023, in each case compared to the prior fiscal year.~~ Failure to obtain raw materials and other inputs to steel production, such as graphite electrodes, alloys, and other required consumables, could adversely impact our ability to make steel to the specifications of our customers. Significant decreases in recycled metal prices may adversely impact our operating results. The timing and magnitude of the cycles in the industries in which we operate are difficult to predict and are influenced by different economic conditions in the domestic market, where we typically acquire our raw materials, and foreign markets, where we typically sell the majority of our products. Purchase prices for scrap metal including end- of- life vehicles and selling prices for recycled metal are subject to market forces beyond our control. While we attempt to respond to changing recycled metal selling prices through adjustments to our metal purchase prices, our ability to do so is limited by competitive and other market factors. As a result, we may not be able to reduce our metal purchase prices to fully offset a sharp reduction in recycled metal sales prices, which may adversely impact our operating income and cash flows. In addition, a rapid decrease in selling prices may compress our operating margins due to the impact of average inventory cost accounting, which causes cost of goods sold recognized in the Consolidated Statements of Operations to decrease at a slower rate than metal purchase prices. ~~For instance, in fiscal 2022, after rising strongly and reaching a peak in April 2022, market selling prices for recycled ferrous and nonferrous metals declined sharply in May through June, reflecting weaker demand primarily from slower global growth, including due to the impact of China COVID- 19 lockdowns, inflationary pressure including high energy prices, the strength of the U. S. Dollar, and steel inventory destocking. For example, export net selling prices for recycled ferrous metal decreased by approximately \$ 230 per ton, or approximately 40 %, between May and June 2022, causing our operating margins to compress significantly in the fourth quarter of fiscal 2022. Ferrous export net selling prices decreased further between the fourth quarter 18 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING of fiscal 2022 and the first quarter of fiscal 2023, which contributed to the sequential decrease in our quarterly results between those periods.~~ Imbalances in supply and demand conditions in the global steel industry may reduce demand for our products. Economic expansions and contractions in global economies can result in supply and demand imbalances in the global steel industry that can significantly affect the price of commodities used and sold by our business, as well as the price of and demand for finished steel products. In a number of foreign countries, such as China, steel producers are generally government- owned and may therefore make production decisions based on political or other factors that do not reflect free market conditions. In fiscal 2023 **and increasingly in 2024**, as well as in the past, overcapacity and excess steel production in these foreign countries resulted in the export of aggressively priced semi- finished and finished steel products. This led to disruptions in steel- making operations within other countries, negatively impacting demand for our recycled metal products used by EAF mills globally as their primary feedstock. Further, the import of foreign steel products into the U. S. at similarly aggressive prices have in the past adversely impacted finished steel sales prices and sales volumes. Existing or new trade laws and regulations may cause or be inadequate to prevent disadvantageous trade practices, which could have a material adverse effect on our financial condition and results of operations. Although trade regulations restrict or impose duties on the importation of certain products, if foreign steel production significantly exceeds consumption in those countries, global demand for our recycled metal products could decline and imports of steel products into the U. S. could increase, resulting in lower volumes and selling prices for our recycled metal products and

finished steel products. **17 / Radius Recycling, Inc. Form 10- K Fiscal 2024 RADIUS RECYCLING, INC.** Acquisitions and integration of acquired businesses may result in operating difficulties and other unintended consequences. We have made and may continue to make acquisitions of or expand into complementary businesses to enable us to expand our customer and supplier base and grow our revenues. Execution of any past or potential future acquisition or expansion involves several risks, including: • Difficulty integrating the acquired businesses' personnel and operations; • Challenges in obtaining permits or meeting other regulatory requirements; • Potential loss of key employees, customers, or suppliers of the acquired business; • Difficulties in realizing anticipated cost savings, efficiencies, and synergies; • Unexpected costs; • Inaccurate assessment of or undisclosed liabilities; • Inability to maintain uniform standards, controls, and procedures; • Disruption to existing businesses; and • Difficulty in managing growth. If we do not successfully execute on acquisitions or expansions and the acquired or expanded businesses do not perform as projected, our financial condition and results of operations could be materially adversely affected. Supply chain disruptions affecting our customers, end users of our recycled products, or our suppliers could adversely impact the demand for our products or the availability of inputs, increase our costs, or otherwise adversely impact our business. Supply chain disruptions and related labor shortages and logistics constraints have and could continue to impact our customers, end users of our recycled products, and our suppliers and adversely impact our business. Direct and indirect impacts on our business of such supply chain disruptions could include reduction in the demand for and price of certain of our products, slowdown in flows of scrap metal from certain supply channels, and reduced availability or increases in costs of other inputs, consumables, supplies, and capital equipment. Disruptions within our logistics or supply chain network could adversely affect our ability to produce or deliver our products in a timely manner, which could impair our ability to meet customer demand for products and result in reduced volumes and sales, increased supply chain costs, or damage to our reputation. Such disruptions in the future may result from a number of factors beyond our control. Supply chain disruptions due to any of those factors could negatively impact our financial performance or financial condition. Reliance on third- party shipping companies may restrict our ability to ship our products. We significantly rely on third parties to handle and transport raw materials to our production facilities and products to customers. Despite our practice of utilizing a diversified group of suppliers of transportation, factors beyond our control, including changes in fuel prices, political events, governmental regulation of transportation, changes in market rates, carrier availability, carrier bankruptcy, labor ~~19 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023~~ shortages, shipping industry consolidation, and disruptions in transportation routes and infrastructure, may adversely impact our ability to ship our products and our operating margins. These impacts could include delays or other disruptions in shipments in transit, including as a result of congested seaports and travel routes, or third- party shipping companies increasing their charges for transportation services or otherwise reducing or eliminating the availability of their containers, vehicles, rail cars, barges, or ships. For example, during fiscal 2022 and 2021, worldwide demand for logistical services increased sharply, which led to a global shortage of available shipping containers, congested seaports, and higher freight rates, impacting the timing of certain shipments and resulting in reductions in sales volumes of certain products. The delays in container shipping for U. S. exports were exacerbated by the backlog of containerized imports at U. S. seaports. While we aim to pass on the majority of shipping and related charges to our customers, there can be no assurance that we will be able to do so into the future. As a result, we may not be able to transport our products in a timely and cost- effective manner, which could have a material adverse effect on our financial condition and results of operations and may harm our reputation. **18 / Radius Recycling, Inc. Form 10- K Fiscal 2024** **The agreement governing our bank credit facilities imposes certain restrictions on our business and contains financial covenants. Our secured bank credit facilities contain certain restrictions on our business which limit (subject to certain exceptions) our ability to, among other things, incur or suffer to exist certain liens, make investments, incur or guaranty additional indebtedness, enter into consolidations, mergers, acquisitions, and sales of assets, make distributions and other restricted payments, change the nature of our business, engage in transactions with affiliates and enter into restrictive agreements, including agreements that restrict the ability of our subsidiaries to make distributions. These restrictions may affect our ability to operate our business or execute our strategy and may limit our ability to take advantage of potential business opportunities as they arise. Our bank credit agreement also requires that we maintain certain financial and other covenants. Our ability to comply with these covenants may also be affected by events beyond our control, including prevailing economic, financial, and industry conditions. Our failure to comply with any of these restrictions or financial covenants could result in an event of default under the bank credit agreement and permit our lenders to cease lending to us and declare all amounts borrowed from them to be due and payable, together with accrued and unpaid interest. This could require us to refinance our bank facilities, which we may not be able to do at terms acceptable to us, or at all. Potential limitations on our ability to access capital resources may restrict our ability to operate. Our operations are capital intensive. Our business also requires substantial expenditures for routine maintenance. While we expect that our cash requirements, including the funding of capital expenditures, debt service, dividends, share repurchases, and investments, will be financed by internally generated funds or from borrowings under our secured committed bank credit facilities, there can be no assurance that this will be the case. Additional acquisitions could require financing from external sources. Although we believe we have adequate access to contractually committed borrowings, we could be adversely affected if we are not able to meet the conditions required to incur such borrowing or if our banks ceased lending or were unable to honor their contractual commitments. Failure to access our credit facilities could restrict our ability to fund operations, make capital expenditures, or execute acquisitions. Impairment of goodwill, long- lived and other assets other than goodwill may adversely affect our operating results. Our long- lived asset groups are subject to an impairment assessment when certain triggering events or circumstances indicate that their carrying value may be impaired. If the carrying value of an asset group is not recoverable because it exceeds our estimate of future undiscounted cash flows from the use and eventual disposition of the operations related to the asset group, an impairment loss is recognized by the amount the carrying value exceeds its fair value. **Our goodwill is subject to an impairment assessment annually, and when****

certain triggering events or circumstances indicate that its carrying value may be impaired. The results of these tests for potential impairment, as well as the number and frequency of identified triggering events indicating potential impairment, may be adversely affected by unfavorable market conditions, our financial performance trends, or an increase in interest rates, among other factors. If, as a result of ~~the an~~ impairment test, we determine that the fair value of any of our long-lived asset groups **or our goodwill** is less than its carrying amount, we may incur an impairment charge that could have a material adverse effect on our financial condition and results of operations. In addition to goodwill and long-lived assets, we carry other assets on our balance sheet that are subject to impairment testing and potential loss recognition in accordance with applicable accounting standards. These other assets include, but are not limited to, investments in the equity of unconsolidated entities, assets held for sale, and assets abandoned either before or after they are placed in service. ~~We recorded impairment~~ **Impairment charges totaling \$ 11 million on** ~~of long-lived and other~~ **assets other than goodwill in fiscal 2023, comprising primarily \$ 5 million relating to an equity investment and \$ 5 million relating to capitalized implementation costs for an abandoned cloud computing arrangement. Impairment of assets other than goodwill,** if incurred in the future, could have a material adverse effect on our results of operations. ~~See Note 2 - Summary of Significant Accounting Policies in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report for further detail on long-lived asset impairment charges.~~ Public health emergencies, such as pandemics or epidemics, could have an adverse effect on our business, results of operations, financial condition, and cash flows. Our operations expose us to risks associated with pandemics, epidemics, or other public health emergencies. Such events could lead to restrictions and mandates, which could be applied differently across jurisdictions, and there could be global impacts resulting directly or indirectly from such an event including labor shortages, logistical challenges, and supply chain disruptions such as increased port congestion, and increases in costs for certain goods and services. For instance, the onset of the coronavirus disease 2019 (COVID- 19) outbreak, which the World Health Organization characterized as a global public health emergency from March 2020 through May 2023, negatively affected our business and ongoing global impacts have negatively affected our sales volumes, operating costs, and financial results to varying degrees and could continue to negatively affect our results of operations, cash flows, and financial position in the future. Inability to achieve or sustain the benefits from productivity, cost savings, and restructuring initiatives may adversely impact our operating results. During the past several years, we implemented a number of productivity improvement, cost savings, and restructuring initiatives designed to reduce operating expenses and improve profitability and to achieve further integration and synergistic cost efficiencies in our operating platform. These initiatives included ~~idling underutilized assets and closing facilities to more closely align our business to market conditions,~~ implementing productivity initiatives to increase production efficiency and material **19 / Radius Recycling, Inc. Form 10- K Fiscal 2024** recovery, ~~and~~ reducing certain operating expenses through headcount reductions, reducing organizational layers, consolidating shared service functions, savings from procurement activities, streamlining of administrative and supporting services functions, ~~and~~ other non- headcount measures **, and idling underutilized assets and closing facilities to more closely align our business to market conditions**. For example, ~~in October~~ **during the first and second quarters of fiscal 2022-2024**, we announced and began implementing productivity and cost reduction initiatives with a targeted annual benefit of approximately \$ ~~40-70~~ million **, and in January 2023, we announced incremental initiatives aiming to reduce selling, general, and administrative costs by approximately \$ 20 million annually.** These initiatives aim to improve profitability through a combination of increased yields, efficiencies in processing, procurement, and pricing, and reduced costs including from headcount reductions, decreased lease costs, professional and outside services, and implementation of operational efficiencies. We may undertake similar or additional productivity initiatives in the future in the normal course or in response to market conditions. Our ability to achieve or sustain the anticipated cost reductions and other benefits from these initiatives within the expected time frame is subject to many estimates and ~~20 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023~~ assumptions. These estimates and assumptions are subject to significant economic, competitive, and other uncertainties, some of which are beyond our control. We have incurred, and may incur in the future, restructuring charges and other exit- related activities as a result of such initiatives. Failure to achieve or sustain the expected cost reductions and other benefits related to these productivity improvements, cost savings, and restructuring initiatives could have a material adverse effect on our results of operations and cash flows. We may be unable to renew facility leases, thus restricting our ability to operate. We lease a significant portion of our facilities, including the substantial majority of our auto parts facilities. The cost to renew such leases may increase significantly, and we may not be able to renew such leases on commercially reasonable terms or at all. Failure to renew these leases or find suitable alternative locations for our facilities may impact our ability to continue operations within certain geographic areas, which could have a material adverse effect on our financial condition, results of operations, and cash flows. Changing economic conditions may result in customers not fulfilling their contractual obligations. We enter into export ferrous sales contracts preceded by negotiations that include fixing price, quantity, shipping terms, and other contractual terms. Upon finalization of these terms and satisfactory completion of other contractual contingencies, the customer typically opens a letter of credit to satisfy its payment obligation under the contract prior to our shipment of the cargo. In times of changing economic conditions, including during periods of sharply falling recycled metal prices and global financial instability, there is an increased risk that customers may not be willing or able to fulfill their contractual obligations or open letters of credit. As of August 31, **2024 and 2023 and 2022, 28 % and 38 % and 24-%**, respectively, of our accounts receivable balance were covered by letters of credit. In addition, in higher or rising commodity price environments and during periods of challenging global macroeconomic and steel industry conditions, we have experienced proportionately lower credit insurance coverage of applicable customer credit limits, which may increase our exposure to customer credit risk. ~~Potential limitations on our ability to access capital resources may restrict our ability to operate. Our operations are capital intensive. Our business also requires substantial expenditures for routine maintenance. While we expect that our cash requirements, including the funding of capital expenditures, debt service, dividends, share repurchases, and investments, will be financed by internally generated funds or from borrowings under our secured committed bank credit facilities, there can be no assurance that this will be the case.~~

Additional acquisitions could require financing from external sources. Although we believe we have adequate access to contractually committed borrowings, we could be adversely affected if we are not able to meet the conditions required to incur such borrowing or if our banks ceased lending or were unable to honor their contractual commitments. Failure to access our credit facilities could restrict our ability to fund operations, make capital expenditures, or execute acquisitions. The agreement governing our bank credit facilities imposes certain restrictions on our business and contains financial covenants. Our secured bank credit facilities contain certain restrictions on our business which limit (subject to certain exceptions) our ability to, among other things, incur or suffer to exist certain liens, make investments, incur or guaranty additional indebtedness, enter into consolidations, mergers, acquisitions, and sales of assets, make distributions and other restricted payments, change the nature of our business, engage in transactions with affiliates and enter into restrictive agreements, including agreements that restrict the ability of our subsidiaries to make distributions. These restrictions may affect our ability to operate our business or execute our strategy and may limit our ability to take advantage of potential business opportunities as they arise. Our bank credit agreement also requires that we maintain certain financial and other covenants, including a consolidated fixed charge coverage ratio and a consolidated leverage ratio. Our ability to comply with these covenants may also be affected by events beyond our control, including prevailing economic, financial, and industry conditions. Our failure to comply with any of these restrictions or financial covenants could result in an event of default under the bank credit agreement and permit our lenders to cease lending to us and declare all amounts borrowed from them to be due and payable, together with accrued and unpaid interest. This could require us to refinance our bank facilities, which we may not be able to do at terms acceptable to us, or at all.

Consolidation in the steel industry may reduce demand for our products. There has been consolidation in the steel industry that has included steel mills acquiring steel fabricators to ensure demand for their products. If any of our steel mill's significant remaining customers were to be acquired by competing steel mills, this could reduce the demand for our products and force us to lower our prices, reducing our revenues, or to reduce production, which could increase our unit costs and have a material adverse effect on our financial condition and results of operations.

Product liability claims may adversely impact our operating results. We could inadvertently acquire radioactive scrap metal that could potentially be included in recycled mixed metal shipped to consumers worldwide. Although we have invested in radiation detection equipment in the majority of our locations, including the facilities from which we ship directly to customers, failure to detect radioactive metal remains a possibility. Even though we maintain insurance to address the risk of this failure in detection, there can be no assurance that the insurance coverage would be adequate or will continue to be available on acceptable terms. In addition, if we fail to meet contractual requirements for a product, we may be subject to product warranty costs and claims. These costs and claims could both have a material adverse effect on our financial condition and results of operations and harm our reputation. We are subject to legal proceedings and legal compliance risks that may adversely impact our financial condition, results of operations, and liquidity. We spend substantial resources ensuring that we comply with domestic and foreign laws and regulations, contractual obligations and other legal standards. Notwithstanding this, we are subject to a variety of legal proceedings and compliance risks in respect of various matters, including regulatory, safety, environmental, employment, transportation, intellectual property, contractual, import / export, international trade, and governmental matters that arise in the course of our business and in our industry. For example, legal proceedings can include those arising from accidents involving Company-owned vehicles, including Company tractor trailers. In some instances, **20 / Radius Recycling, Inc. Form 10-K Fiscal 2024** such accidents and the related litigation involve accidents that have resulted in third-party fatalities. An outcome in an unusual or significant legal proceeding or compliance investigation in excess of insurance recoveries could adversely affect our financial condition and results of operations. For information regarding our current significant legal proceedings and contingencies, see Part I, Item 3. Legal Proceedings and "Contingencies – Other" in Note 10- Commitments and Contingencies in Part II, Item 8 of this report.

Climate change may adversely impact our facilities and our ongoing operations. The potential physical impacts of climate change on our operations are highly uncertain and depend upon the unique geographic and environmental factors present, for example rising sea levels at our deepwater port facilities, changing storm patterns and intensities, and changing temperature levels. As many of our recycling facilities are located near deepwater ports, rising sea levels may disrupt our ability to receive scrap metal, process the metal through our shredders, and ship products to our customers. Extreme weather events and conditions, such as wildfires, hurricanes, thunderstorms, tornadoes, and snow or ice storms, may increase our costs or cause damage to our facilities, and any damage resulting from extreme weather may not be fully insured. Increased frequency and duration of adverse weather events and conditions may also inhibit construction activity utilizing our products, scrap metal inflows to our recycling facilities, and retail admissions and parts sales at our auto parts stores. Potential adverse impacts from climate change, including rising temperatures and extreme weather events and conditions, may create health and safety issues for employees operating at our facilities and may lead to an inability to maintain standard operating hours. We may not realize our deferred tax assets in the future. The assessment of recoverability of our deferred tax assets is based on an evaluation of existing positive and negative evidence as to whether it is more-likely-than-not that they will be realized. If negative evidence outweighs positive evidence, a valuation allowance is required. Factors that may result in a valuation allowance include significant negative industry or economic trends, a decrease in earnings performance and projections of future taxable income, adverse changes in laws or regulations, and a variety of other factors. Recording a valuation allowance could have a material adverse impact on our results of operations and financial condition. In the past, we have recorded significant valuation allowances against our deferred tax assets. Deferred tax assets may require further valuation allowances if it is not more-likely-than-not that the deferred tax assets will be realized. **See Note 16- Income Taxes in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report for further detail on valuation allowances.**

Tax increases and changes in tax rules may adversely affect our financial results. As a company conducting business on a global basis with physical operations throughout North America, we are exposed, both directly and indirectly, to the effects of changes in U. S., state, local, and foreign tax rules. Taxes for financial reporting purposes and cash tax liabilities in the future

may be adversely affected by changes in such tax rules. **For example, a new gross revenue tax has been proposed in the State of Oregon, which, if enacted, could result in increased tax burden independent of reduced profitability due to market conditions. The proposed change reflects a broader trend of jurisdictions seeking to increase tax revenue from corporations.** Such changes may put us at a competitive disadvantage compared to some of our major competitors, to the extent we are unable to pass the tax costs through to our customers. ~~On August 16, 2022, the Inflation Reduction Act of 2022 (“IRA”) was signed into law, with tax provisions primarily focused on implementing a 15% minimum tax on global adjusted financial statement income and a 1% excise tax on share repurchases. The IRA also creates a number of potentially beneficial tax credits to incentivize investments in certain technologies and industries which may be applicable to our business. Certain provisions of the IRA became effective in fiscal 2023. As of August 31, 2023, we did not meet the threshold to be subject to the 15% minimum tax. We may, however, be subject to the 1% excise tax on future share repurchases.~~ **22 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023** One or more cybersecurity incidents may adversely impact our financial condition, results of operations, and reputation. Our operations involve the use of multiple systems, some of which are outsourced to certain third- party service and hosting providers, that process, store, and transmit sensitive information about our customers, suppliers, employees, financial position, operating results, and strategies. We face global cybersecurity risks and threats on a continual and ongoing basis, which include, but are not limited to, attempts to access systems and information, computer viruses, or denial- of- service attacks. These risks and threats range from uncoordinated individual attempts to sophisticated and targeted measures. Increased numbers of employees working remotely increases our exposure to cyber- threats. While we are not aware of any material cyber- attacks or breaches of our systems to date, such attempts occur regularly and, thus, we have and continue to implement measures to safeguard our systems and information and mitigate potential risks, including employee training around phishing, malware, and other cyber risks, but there is no assurance that such actions will be sufficient to prevent cyber- attacks or security breaches that manipulate or improperly use our systems, compromise sensitive information, destroy or corrupt data, or otherwise disrupt our operations. The occurrence of such events, including breaches of our security measures or those of our third- party service providers, could negatively impact our reputation and our competitive position and could result in litigation with third parties, regulatory action, loss of business due to disruption of operations and / or reputational damage, potential liability and increased remediation and protection costs, any of which could have a material adverse effect on our financial condition and results of operations. **21 / Radius Recycling, Inc. Form 10- K Fiscal 2024** Increasing attention to environmental, social and governance (ESG) matters may impact our business and financial results. Increasing attention has been given to corporate activities related to ESG matters in public discourse and the investment community. A number of advocacy groups, both domestically and internationally, have campaigned for governmental and private action to promote ESG- related change at public companies, including, but not limited to, through the investment and voting practices of investment advisers, pension funds, universities and other members of the investing community. These activities have also aimed to increase the attention on and demand for action related to various ESG matters, which has contributed to increasing societal, investor, and legislative focus and pressure on ESG practices and disclosures, including those related to climate change, GHG emissions targets, business resilience under the assumptions of demand- constrained scenarios, net- zero ambitions, transition plans, actions related to diversity and inclusion, political activities, racial equity audits, and governance standards. As a result, we may face increasing pressure regarding our ESG practices and disclosures. Investors, stakeholders, and other interested parties are also increasingly focusing on issues related to environmental justice. This has resulted and is likely to continue to result in increased scrutiny with respect to our business and operations, which could in turn result in the cancellation or delay of projects, the revocation or delay of permits, termination of contracts, lawsuits, regulatory action, and policy change that may adversely affect our business strategy, increase our costs, and adversely affect our reputation and financial performance. Responding to such ESG- focused activism has been and will likely continue to be costly and time- consuming. Such response efforts could also result in the implementation of certain ESG practices and / or disclosure requirements that may present a heightened level of legal and regulatory risk, or that threaten our credibility with other investors and stakeholders. The methodologies and standards for tracking and reporting on ESG matters are relatively new, have not been standardized, and continue to evolve. As a result, our ESG- related disclosures, metrics, and targets may not necessarily be calculated in the same manner or comparable to similarly titled measures presented by us in other contexts, or by other companies or third- party estimates. While we believe that our ESG disclosures and methodologies reflect our business strategy and are reasonable at the time made or used, as our business or applicable methodologies, standards, or regulations develop and evolve, we may revise or cease reporting or using certain disclosures and methodologies if we determine that they are no longer advisable or appropriate. If our ESG disclosures and methodologies are or are perceived by government authorities, investors, or stakeholders to be inadequate, inaccurate, or non- compliant with applicable standards or regulations, or if we discover material inaccuracies therein, our reputation could be negatively impacted, and we could be exposed to litigation and other regulatory actions. We are exposed to translation risks associated with fluctuations in foreign currency exchange rates. Our operations in Canada expose us to translation risks associated with fluctuations in foreign currency exchange rates as compared to the U. S. dollar, our reporting currency. As a result, we are subject to foreign currency exchange risks due to exchange rate movements in connection with the translation of the operating costs and the assets and liabilities of our foreign operations into our functional currency for inclusion in our Consolidated Financial Statements. ~~23 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023~~ We may incur losses and additional costs as a result of our hedging transactions. We currently use interest rate swap derivative instruments, as well as derivative contracts for commodities used in normal business operations that are settled by physical delivery, and we expect to continue their use in the future. If the instruments we use to hedge our exposure to various types of risk are not effective or increase our exposure to unexpected events or risks, we may incur losses. In addition, we may be

required to incur additional costs in connection with any future regulation of derivative instruments applicable to us. **22 / Radius Recycling, Inc. Form 10- K Fiscal 2024** Risk Factors Relating to the Regulatory Environment Governmental agencies may refuse to grant or renew our licenses and permits, thus restricting our ability to operate We conduct certain aspects of our operations subject to licenses, permits, and approvals from state and local governments. Governmental agencies often resist the establishment of certain types of facilities in their communities, including metal recycling and auto parts facilities. Increased permitting requirements could require substantial additional capital expenditures, impose financial assurance obligations, subject us to increased compliance and penalty risks, severely limit operational flexibility, and increase operating costs, or adversely impact our ability to acquire or sell materials. Increased focus on strengthening environmental compliance and enforcement in overburdened communities that may be disproportionately impacted by adverse health and environmental effects may impact our ability to obtain or renew licenses and permits for facilities in or near such communities. In addition, changes in zoning and increased residential and mixed- use development near our facilities are reducing the buffer zones and creating land use conflicts with heavy industrial uses such as ours. This could result in increased complaints, increased inspections and enforcement including fines and penalties, operating restrictions, the need for additional capital expenditures, and increased opposition to maintaining or renewing required approvals, licenses, and permits. In addition, waste products from our operations are subject to classification and regulations that, among other things, determine how such materials may be handled, stored, transported, and disposed. Failure to obtain or maintain regulatory permits, approvals, or exemptions for such waste could materially increase our costs or limit our operations. For example, in fiscal 2022, as a result of court orders and regulatory changes, we were required at times to transport shredder waste from our Oakland facility out of state for disposal at increased costs. See Part I, Item 3. Legal Proceedings. As an additional example, our Bay Area Air Quality Management District (“ BAAQMD ”) permit to operate currently limits the number of ships that may call at our Oakland, California facility to 26 ships per year. In July 2018, we applied for a modification of such permit to increase the number of annual ship calls to 32 per year. BAAQMD has not acted on our permit modification request but, in the interim, had routinely issued annual Compliance and Settlement Agreements (“ CSA ”) to permit 32 ship calls in each year. In October 2022, however, BAAQMD declined to renew the CSA for 2022, following which we applied for and obtained a short- term variance authorizing the 32 ship calls in calendar year 2022. Unless we are able to operate within the current 26 ship call limit in **any given** calendar year ~~2023~~, we will need to apply for a similar variance ~~for 2023~~. Failure to obtain such a variance in the future could have a material adverse effect on our financial condition and results of operations due to the reduced marine shipments, and lost profits related thereto. Additionally, by letter dated June 22, 2023, ODEQ notified the Company that it intended to reopen the Company’ s Title V permit at the steel mill for purposes of incorporating the emissions of a third- party contractor that has operated on a portion of the site for decades. We have objected to such action and are engaged in discussions with ODEQ. Furthermore, from time to time, both the U. S. and foreign governments impose regulations and restrictions on trade in the markets in which we operate. In some countries, governments require us to apply for certificates or registration before allowing shipment of recycled metal to customers in those countries. There can be no assurance that future approvals, licenses, and permits will be granted or that we will be able to maintain and renew the approvals, licenses, and permits we currently hold. Failure to obtain these approvals could cause us to limit or discontinue operations in these locations or prevent us from developing or acquiring new facilities, which could have a material adverse effect on our financial condition and results of operations. Environmental compliance costs and potential environmental liabilities may have a material adverse effect on our financial condition and results of operations Compliance with environmental laws and regulations is a significant factor in our business. We are subject to local, state, and federal environmental laws and regulations in the U. S. and other countries relating to, among other matters: • Waste disposal; • Air emissions; • Waste water and storm water management, treatment, and discharge; • The use and treatment of groundwater; • Soil and groundwater contamination and remediation; ~~24 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023~~ • Generation, discharge, storage, handling, transportation, and disposal of hazardous materials and secondary materials; • Employee health and safety; and • Climate change generally. **23 / Radius Recycling, Inc. Form 10- K Fiscal 2024** We are also required to obtain environmental permits from governmental authorities for certain operations. Violation of or failure to obtain permits or comply with these laws or regulations could result in our business being fined or otherwise sanctioned by regulators or becoming subject to litigation by private parties. In recent years, capital expenditures for environmental projects have increased and have represented a significant share of our annual capital expenditures. Future environmental compliance costs, including capital expenditures for environmental projects, may increase because of new laws and regulations, changing regulatory interpretations and stricter enforcement of current laws and regulations by regulatory authorities, expanding emissions, groundwater, storm water and other testing requirements, and new information on emission or contaminant levels including with respect to emerging contaminants such as per- and polyfluoroalkyl substances (“ PFAS ”), uncertainty regarding adequate pollution control levels, the future costs of pollution control technology, and issues related to climate change. We have seen an increased focus by federal, state, and local regulators on metals recycling and auto dismantling facilities and new or expanding regulatory requirements. For example, the ~~California Department of Toxic Substances Control (“ DTSC ”)~~ has increased its enforcement actions and sought to impose additional permitting and regulatory requirements on the metals recycling industry in the state that has resulted in and could in the future increase operating and compliance costs and require additional capital expenditures. In addition, in July 2021, the EPA issued an enforcement alert reflecting a national enforcement initiative in conjunction with state regulators focused on Clean Air Act compliance at metal recycling facilities that operate auto and scrap metal shredders. While we believe we are an industry leader in air emission controls and have been working with state and local regulators on compliance and permitting matters, we have in the past and may in the future be subject to enforcement actions or litigation by regulators or private parties that could result in additional penalties, compliance requirements, or capital investments. See Part I, Item 3. Legal Proceedings of this report. In addition, previous operations by us, predecessor entities, or others at facilities that we currently or formerly owned, operated, or otherwise used may have caused contamination from hazardous substances. As a

result, we are exposed to possible claims, including government fines and penalties, costs for investigation and clean-up activities, claims for natural resources damages, and claims by third parties for personal injury and property damage, under environmental laws and regulations, especially for the remediation of waterways and soil or groundwater contamination. These laws can impose liability for the cleanup of hazardous substances even if the owner or operator was neither aware of nor responsible for the release of the hazardous substances. We have, in the past, incurred liabilities, expenditures, fines and penalties associated with violations of certain of these laws and regulations. In December 2000, we were notified by the EPA that we are one of the potentially responsible parties that owns or operates, or formerly owned or operated, sites which are part of or adjacent to Portland Harbor. Further, we have been notified that we are or may be a potentially responsible party at sites other than Portland Harbor currently or formerly owned or operated by us or at other sites where we may have responsibility for such costs due to past disposal or other activities. Environmental compliance costs and potential environmental liabilities could have a material adverse effect on our financial condition, results of operations, and cash flows. See also the risk factor “ Potential costs related to the environmental cleanup of Portland Harbor may be material to our financial position and liquidity ” in this Item 1A and “ Contingencies – Environmental ” in Note 10- Commitments and Contingencies in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report. The U. S. Federal Government and state and local regulators are also emphasizing efforts to strengthen environmental compliance and enforcement, including with respect to clean-up actions under superfund and hazardous waste laws, in overburdened communities that may be disproportionately impacted by adverse health and environmental effects. On September 10, 2021, U. S. EPA Region 9 and the California Environmental Protection Agency announced a joint effort to expand environmental enforcement in overburdened California communities. These initiatives could result in increased enforcement, compliance, and clean-up costs, including increased capital expenditures, at our facilities located at or near such communities. Compliance with existing and future climate change, greenhouse gas, and other air emission laws and regulations may adversely impact our operating results. Recent and future legislation or increased regulation regarding climate change and GHG emissions could impose significant costs on our business and our customers and suppliers, including increased energy, capital equipment, emissions controls, environmental monitoring and reporting, and other costs in order to comply with laws and regulations concerning and limitations imposed on climate change and GHG emissions. The potential costs of allowances, taxes, fees, offsets, or credits or additional emission reduction measures that may be part of “ cap and trade ” programs or other legislative or regulatory requirements are still uncertain and the future of these programs or measures is unknown. For example, in March 2020, the Governor of Oregon issued an executive order directing state agencies to take certain actions to reduce and regulate GHG emissions. Pursuant to this executive order, ODEQ adopted a new Climate Protection Program to limit GHG emissions in the state including from large stationary sources such as our steel mill. Pursuant to these regulations, the mill’s GHG process emissions will be subject to a best available emission reduction technology analysis and standard and its natural gas GHG combustion emissions will be subject to the cap and annual reductions applied to its natural gas supplier. The implementation of such regulations, standards, and programs and any associated costs, including any operating or capital expenditures, are uncertain, but may be material to our results of operations, cash flows, and financial position. The potential increased costs to us of natural gas supplies are also uncertain. In addition, the ODEQ Cleaner Air Oregon (“ CAO ”) program regulates toxic air emissions from manufacturing and commercial facilities located in Oregon. The ODEQ has published a prioritization list of the facilities within the state subject to the CAO program based on emissions inventories that facilities submitted to the ODEQ. The prioritization list established four tiers of risk groups. Our steel mill has been assigned to the first- tier risk group and entered the CAO program in 2020. To comply with the existing CAO program rules, and as they may be revised in the future, we must undertake an emissions inventory and a public health risk assessment for both our steel mill and our Portland metals recycling facility. We may be required to incur additional operating or capital expenditures to mitigate any significant identified emissions risks, and such expenditures may be material. In addition, we have and continue to incur material capital expenditures to enclose and install additional emission controls for our shredders to meet air emission standards. Recent and future climate change and GHG laws or regulations could negatively impact our ability (and that of our customers and suppliers) to compete with companies situated in areas not subject to such requirements. Until the timing, scope, and extent of any future laws or regulations becomes known, we cannot predict the effect on our financial condition, operating performance, or ability to compete. Furthermore, even without such laws or regulations, increased awareness and any adverse publicity in the global marketplace about the GHGs emitted by companies in the metals recycling and steel manufacturing industries could harm our reputation and reduce customer demand for our products. Risk Factors Relating to Our Employees Labor shortages or increased labor costs may adversely affect our operating results, financial condition, and cash flows. Our employees contribute to developing and meeting our business goals and objectives, and labor is a significant component of operating our business. The impact of labor shortages or increased labor costs because of increased competition for employees, unemployment levels and benefits, higher employee turnover rates, increases in the federally- mandated or state- mandated minimum wage, change in exempt and non- exempt status, or other employee benefits costs (including costs associated with health insurance coverage or workers’ compensation insurance), may increase our costs or impede our ability to operate our facilities and could have a material adverse effect on our results of operations, financial condition, and cash flows. ~~As a result of the tight labor markets we have experienced since fiscal 2021, we have received fewer job applicants in certain local markets, which, at times, hindered our ability to reach full staffing levels at some of our facilities.~~ Recruiting and retaining employees in sufficient numbers to optimally staff our facilities may result in increases in our labor costs. Reliance on employees subject to collective bargaining may restrict our ability to operate. Approximately 23-24 % of our full- time employees are represented by unions under collective bargaining agreements, including substantially all of the manufacturing employees at our steel manufacturing facility. As these agreements expire, we may not be able to negotiate extensions or replacements of such agreements on acceptable terms. Any failure to reach an agreement with one or more of our

unions may result in strikes, lockouts, or other labor actions, including work slowdowns or stoppages, which could have a material adverse effect on our results of operations. The underfunded status of our multiemployer pension plans may cause us to increase our contributions to the plans. As discussed in Note 13- Employee Benefits in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report, we contribute to the Steelworkers Western Independent Shops Pension Plan (“WISPP”), a multiemployer plan benefiting union employees of our steel mill. Because we have no current intention of withdrawing from the WISPP, we have not recognized a withdrawal liability in our consolidated financial statements. However, if such a liability were triggered, it could have a material adverse effect on our results of operations, financial position, liquidity, and cash flows. Our contributions to the WISPP could also increase as a result of a diminished contribution base due to the insolvency or withdrawal of other employers who currently contribute to it, the inability or failure of withdrawing employers to pay their withdrawal liabilities, or other funding deficiencies, as we would need to fund the retirement obligations of these employers. ~~26~~ **ITEM 1B. UNRESOLVED STAFF COMMENTS None.** ~~25~~ / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023-2024 **ITEM 1B. UNRESOLVED STAFF COMMENTS None.** ~~ITEM 1C.~~

CYBERSECURITY N-Risk management and strategy Our cybersecurity program has been designed to protect our organization's sensitive information, mitigate cyber threats, and ensure our critical assets' confidentiality, integrity, and availability even as the threat landscape evolves. This is accomplished by a layered security approach through implementing security measures across various levels of our people, systems, and infrastructure with leading- edge cybersecurity tools combined with a 24 / A-7 Security Operations Center and advanced vulnerability and incident management capabilities. 27 Our safeguards also include employee training and awareness programs around phishing, malware, and other cybersecurity risks. Cybersecurity is recognized as a top enterprise risk and the IT Risk Management (“ITRM”) program is an integral component of our enterprise risk management (“ERM”) program. Protection of the Company's informational assets is managed by a comprehensive, multi- layer strategy, modeled on the National Institute of Standards and Technology (“NIST”) cybersecurity framework, and combines technology, services, policies, and user education to mitigate cyber risks. We have instituted Acceptable Use, Information Security, and Vendor Risk policies and procedures, which support our efforts to protect employees and contractors, while ensuring that we partner with responsible vendors who also invest in effective cybersecurity practices. Where appropriate, we engage external experts in different capacities to assist in our assessment, identification, and management of risks from cybersecurity threats. Our relationships with these external partners enable us to leverage their expertise to continually strengthen our programs and procedures. Our ITRM program also includes processes to identify, assess and oversee risks presented by third parties, including vendors, service providers and other external users of our systems, as well as the systems of third parties that could adversely impact our business in the event of a cybersecurity incident affecting those third- party systems. In the event of a cybersecurity incident, we have an established incident response plan that requires prompt notification of the CEO and the Information Security and Privacy Executive Committee (“ISPEC”). The CEO and the ISPEC oversee the process for assessing the impacts of incidents, monitoring our mitigation and remediation efforts, and complying with any relevant laws and regulations. To date, we have not identified any material risks from cybersecurity threats, including as a result of any cybersecurity incident, which have materially affected, or are reasonably likely to materially affect, us, our business strategy, our results of operations, or our financial condition. As discussed more fully under “Item 1A. Risk Factors”, the sophistication of cyber threats continues to increase, and the preventative actions the Company takes to reduce the risk of cyber incidents and protect its systems and information may be insufficient. See “Item 1A. Risk Factors, One or more cybersecurity incidents may adversely impact our financial condition, results of operations, and reputation” above for more information. **Governance** Our Board of Directors has overall oversight responsibility for our ERM program, including oversight of cybersecurity risk management. The Board administers its risk oversight function through the full Board and its standing committees. The Audit Committee is responsible for ensuring that management has processes in place designed to identify and evaluate cybersecurity risks and implement processes and programs to manage such risks and mitigate cybersecurity incidents. Management, including the Chief Information Officer (“CIO”), updates the Audit Committee on at least an annual basis regarding our cybersecurity programs and material cybersecurity risks and mitigation strategies. In addition, we have a standardized incident response process that establishes procedures for timely escalation and notification to the ISPEC and other members of senior management. Our CIO, with oversight by the ISPEC, is responsible for managing the Company's digital infrastructure, systems, and services and ensuring the confidentiality, integrity, and availability of information stored and processed using those systems. Our CIO has more than 30 years of IT and cybersecurity experience and oversees a team of dedicated cybersecurity personnel with various experience and certifications in information security and cybersecurity. Our internal compliance organization, through its involvement in the ISPEC, the Enterprise Compliance Counsel (“ECC”) and Internal Audit Department, works closely with our cybersecurity team in assessing and managing our cybersecurity risk. The ISPEC provides comprehensive strategic guidance, coordination, and oversight of the Company's information security and privacy programs and governance, including the Cybersecurity Program, Data Privacy Program, Information Technology Policies, and data breach and cyber incident testing, plans, and operational response. The ISPEC meets quarterly and is co- chaired by the CIO and Assistant General Counsel, Legal, Chief Privacy Officer and Deputy Chief Compliance Officer. The ECC oversees key risk areas, which include IT and Cyber. The CIO is a key risk owner for the IT and cybersecurity domain and works with the ECC to effectively mitigate compliance risk within our functional regulatory area. This council meets quarterly and is chaired by the SVP General Counsel & Chief Compliance Officer and Assistant General Counsel, Legal, Chief Privacy Officer and Deputy Chief Compliance Officer. ~~26~~ / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023-2024 **ITEM 2. PROPERTIES** Our facilities and administrative offices by division, type and location were as follows as of

August 31, 2023-2024: Number of Facilities Type Location Owned (1) Leased Administrative Offices California — New Jersey — Oregon — Rhode Island — Auto Parts Stores Alberta, Canada — Arkansas — British Columbia, Canada — California (2) Florida — Georgia — Illinois — Indiana — Kansas — Missouri Nevada — Ohio — Oregon — Rhode Island — Texas — Utah — Virginia — Washington Metals Recycling Alabama — British Columbia, Canada — California [A] [B] — Georgia [B] — Hawaii [A] [B] Kentucky Maine — Massachusetts [A] [B] Mississippi — Montana — Nevada — New Hampshire — Oregon [A] [B] — Puerto Rico [A] [B] Rhode Island [A] Tennessee Washington [A] [B] — Steel Mill Oregon — Steel Distribution California — Recycling Services Texas — Total Operating Facilities and Administrative Offices ~~Non-Operating~~ [A] Operation includes a deepwater port. Puerto Rico and Hawaii operations access deepwater ports through public docks. [B] Includes large- scale shredding operations. (1) Includes **eight facilities that are** primarily owned ~~facilities~~ where an adjacent or supplementary parcel of the site is leased. (2) Three sites are jointly owned with minority interest partners. **28-27/ Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.** Form 10- K Fiscal **2023-2024** We consider all operating properties, both owned and leased, to be well- maintained, in good operating condition, and suitable and adequate to carry on our business. For further discussion of our operating properties, see “ Business, ” and “ Distribution ” in Part I, Item 1 of this report. ITEM 3. LEGAL PROCEEDINGS From time to time, we are involved in various litigation matters that arise in the ordinary course of business involving normal and routine claims, including environmental compliance matters. Such proceedings include, but are not limited to, proceedings relating to our status as a potentially responsible party with respect to the Portland Harbor Superfund Site and proceedings relating to other legacy environmental issues. For additional information regarding such matters, see Note 10- Commitments and Contingencies in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report. ~~In fiscal 2013, the Commonwealth of Massachusetts advised us of alleged violations of environmental requirements, including but not limited to those related to air emissions and hazardous waste management, at our operations in the Commonwealth. We actively engaged in discussions with the Commonwealth's representatives, which resulted in a settlement agreement to resolve the alleged violations. A consent judgment was jointly filed with and entered by the Superior Court for the County of Suffolk, Commonwealth of Massachusetts on September 24, 2015. The settlement involved a \$ 450 thousand cash payment, an additional \$ 450 thousand in suspended payments to be waived upon completion of a shredder emission control system and certain other specified milestones, and \$ 350 thousand in supplemental environmental projects that we have completed. In fiscal 2021, the upgraded shredder emission control system became fully operational to design criteria, and the adjusted milestones for waiver of the suspended penalties were met. On February 23, 2021, the California State Department of Toxic Substance Control (“DTSC”) issued a corrective action enforcement order with respect to our metal recycling facility in Oakland, California that would require us to submit a current conditions report, to undertake a facilities investigation, risk assessment, a corrective measures study, and to implement corrective measures selected by the DTSC based on those assessments and studies. We dispute DTSC’s alleged jurisdictional basis for the order, as well as the scope of work required by the order, which we believe is unwarranted and duplicative of ongoing assessments being conducted under the oversight of another state agency. We have filed a notice of defense that by law stays the effectiveness of the order and are challenging the order through the DTSC administrative process. In addition, the DTSC issued a similar corrective action enforcement order on March 18, 2021 with respect to our metal recycling facility in Fresno, California based on inspections conducted by the DTSC in 2013. That 2013 inspection resulted in the issuance of a Summary of Violations in 2015 setting forth a number of alleged violations relating to hazardous waste management requirements. While we ~~dispute~~ **disputed** the alleged violations, we engaged in settlement discussions that ~~had~~ resulted in a tentative agreement in April 2018 to settle the matter for \$ 490 thousand, of which \$ 368 thousand was to be paid as a civil penalty and \$ 122 thousand was to be paid as reimbursement for agency investigation and enforcement costs. However, the parties were not able to reach agreement on the injunctive terms of the settlement agreement, and the California Office of the Attorney General (“ COAG ”), on behalf of DTSC, filed suit in the Superior Court of the State of California, County of Fresno on June 25, 2020 against Schnitzer Fresno, Inc., a wholly- owned subsidiary, which operates the facility, seeking a permanent injunction and civil penalties. **Ultimately** In early 2022, **this** the parties agreed to formal mediation of the dispute, which effort was unsuccessful. However, we were able to resume settlement negotiations with DTSC, and settlement was achieved in January 2023. A Stipulated Judgement resolving the case was ~~entered~~ **settled** by the Fresno County Superior Court **entry of a Stipulated Judgment** on January 18, 2023. The settlement terms include payment of a penalty of \$ 525 thousand, specified injunctive relief requirements, and completion of site investigation and remediation requirements depending on the outcome of the investigation and risk assessment. In January 2018, the Company received a finding of violation letter from the United States Environmental Protection Agency (“ USEPA ”) with respect to alleged violations of environmental requirements stemming from refrigerant recovery management program inspections at 12 of our facilities in the New England and Pacific Northwest regions in July 2017 and November 2017. Except with respect to a minor and now corrected non- compliance matter at one facility, we believe that we were in compliance with the relevant regulations. Nevertheless, in December 2017 and prior to receipt of the USEPA letter, we implemented improvements to our refrigerant recovery management program to further strengthen that program, including improvements to address concerns raised by USEPA during the inspections. We conferred with USEPA and the United States Department of Justice (“ USDOJ ”) regarding the alleged violations and reached agreement to settle this matter. On April 21, 2022, the USDOJ on behalf of the USEPA filed a Complaint and lodged a Consent Decree reflecting the terms of the agreed settlement with the United States District Court for the District of Massachusetts, which Consent Decree was entered as a final judgment by the Court on June 23, 2022. Pursuant to the Consent Decree, the Company agreed to settle the matter without admitting any liability with respect to the allegations in the Complaint for a civil penalty of \$ 1. 55 million, implementation of an approved, further enhanced refrigerant recovery management program, and execution of a R- 12 refrigerant destruction mitigation project. The Company has implemented the USEPA approved enhanced refrigerant recovery management program at its metals recycling facilities, implemented the mitigation project and paid the civil penalty on July 18, 2022. 29 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form~~

~~10-K Fiscal 2023~~ In January 2020, the USEPA issued a Notice of Violation (“NOV”) based on its evaluation of data requested during a June 2019 inspection at our facility in Oakland, California alleging the same violation of a Bay Area Air Quality Management District (“BAAQMD”) air emissions rule that was the subject of a Compliance and Settlement Agreement (“CSA”) with BAAQMD that was executed as of September 22, 2020 and also alleging violations of Title V Major Source permitting requirements based on source testing results of the **recently** enclosed shredder. The CSA required the installation of new emission controls for volatile organic compounds (“VOCs”), the payment of a civil penalty and excess emissions fees totaling \$ 400 thousand, and the provision of certain VOC offsets. The Company timely filed an application for a Title V Major Source Permit and simultaneously filed an application for Synthetic Minor Operating Permit based on the proposed installation of Regenerative Thermal Oxidizers and acid gas scrubbers (“RTOs”). The Company maintains that the timely filing of a Title V Major Source permit application constitutes compliance with Title V Major Source rules and that USEPA’s Title V non-compliance allegations are erroneous. The Company ~~has conveyed that position to USEPA and has provided USEPA with documentation requested by USEPA confirming our position.~~ **The Company also advised USEPA that we had already submitted an application to the BAAQMD for an Authority to Construct the RTOs.** To date, USEPA has taken no further action relating to the NOV. In addition, the Company has completed installation of new VOC emissions controls that have achieved compliance with the BAAQMD emissions rule **and reduced emissions below applicable Title V thresholds**. Accordingly, the Company does not believe that federal enforcement of the BAAQMD rule or Title V permitting requirements is warranted **and believes this matter has been concluded**. On September 3, 2021, the Oregon Department of Environmental Quality (“ODEQ”) issued a Pre- Enforcement Notice (“PEN”) alleging that the Company’s metal shredder facility in Portland, Oregon was in violation of Title V of the federal Clean Air Act (“CAA”). In the PEN, ODEQ also alleged violations of major source new source review, CAO and federal hazardous air pollutant control technology requirements and gave notice to the Company that ODEQ had referred the matter to USEPA for review and possible formal enforcement. On April 25, 2022, the Company received an Information Request from USEPA, Region 10 under Section 114 of the CAA with respect to both the Portland shredder facility and the Tacoma metal shredder facility. The Company has responded to the Information Request. In our response, we identified why Title V does not apply to the Portland and Tacoma facilities, explained that we had submitted an application to ODEQ in December 2018 for an Air Contaminant Discharge Permit for the Portland facility with plant site emission limits that would limit emissions to less than Title V thresholds, noted that the Tacoma facility operates pursuant to an Order of Approval issued by the Puget Sound Clean Air Agency, described that we were proactively enclosing the shredders and installing particulate and **28 / Radius Recycling, Inc. Form 10- K Fiscal 2024** volatile organic compound controls at both facilities, and included information on the permit applications that had been submitted in connection with the enclosure and emission control projects. The Company does not believe that any enforcement action is warranted in this matter. ODEQ issued a separate information request for the Portland facility on December 8, 2022, and EPA transmitted a letter to the Company on December 20, 2022, indicating that ODEQ would assume lead agency status for potential enforcement. We responded to the ODEQ information request on January 12, 2023, and submitted additional information on April 13, 2023. ~~The~~ **On November 6, 2023, Radius and ODEQ signed a Mutual Agreement and Order (“MAO”) to resolve ODEQ’s enforcement concerns, allow operation of the emission controls upon their November 2023 completion, describe the necessary steps for issuance of the facility air permit, define terms for later entry into the CAO toxics review program, and provide for a financial penalty of \$ 100 thousand and contribution of \$ 400 thousand to a supplemental environmental project. Accordingly, the Company believes** ~~has disputed ODEQ’s allegations concerning the violations and is currently in negotiations regarding resolution of this matter~~ **has been concluded**. ~~If additional emissions controls are required at either or both of the facilities, the costs of installation could be material to our results of operations and cash flows.~~ On June 22, 2023, ODEQ issued two separate letters to the Company concerning the steel mill’s Title V permit. In the first letter, ODEQ alleged violations related to fluoride and hydrogen fluoride emissions and also claimed a failure to fully implement a pollution prevention plan. The Company has filed a notice of contested case and is in discussions with ODEQ to resolve this matter. In the second letter, ODEQ notified the Company of its intent to reopen the steel mill’s Title V permit to include a third- party contractor’s emissions that has operated on a portion of the mill property for decades and to add a greenhouse gas plant site emissions limit compliance monitoring requirement to the Title V permit. The Company has contested ODEQ’s actions and is in discussions to resolve this matter. On August 5, 2020, The Athletics Investment Group LLC (“A’s”) filed an action in the California Superior Court for the County of Alameda against the DTSC as Respondent and the Company as Real Party in Interest, seeking rescission of the “f letter” pursuant to which DTSC classified treated shredder waste from the Company’s metal shredding facility in Oakland, California as a “nonhazardous waste” which among other things permits its use as alternative daily cover at municipal landfills. Pursuant to determinations under section 66260. 200 (f) of the state hazardous waste regulations issued in 1988 and 1989 (the “f letters”), the DTSC determined that treated shredder waste from the Company’s facility does not pose a significant hazard to human health, safety, or the environment. The Superior Court on April 16, 2021 issued an order and writ of mandate commanding the DTSC within 30 days to rescind the Company’s “f letters” concluding that, under a law enacted by the legislature in 2014, the DTSC had a mandatory duty to rescind the “f letters.” The Superior Court reached this decision despite a determination by DTSC in 2018 pursuant to the 2014 statute reconfirming that treated shredder residue does not need to be managed as a hazardous waste in order to protect human health, safety, or the environment. Following the lifting of an initial stay of that order, DTSC rescinded the Company’s “f letters” on November 29, 2021. As a result of the April 16, 2021 Superior Court order and subsequent orders by the same Superior Court, the Company ~~has at times~~ **been was** required to transport its shredder waste out of state for disposal at increased costs. The Company filed notices of appeal of the Superior Court’s orders, and on September 30, 2022 the California State Court of Appeals, First Appellate District, Division Three reversed the April 16, 2021 Superior Court order, holding that the statute does not impose a mandatory duty on DTSC to rescind the Company’s “f letters” and that DTSC could continue to regulate metal shredder waste through statutorily compliant “f letters” since DTSC’s analysis

confirmed this waste need not be classified as hazardous to protect human health and the environment. DTSC subsequently agreed to an alternative treatment ~~30 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023~~ standard for the shredder waste under an existing statutory exclusion, which allowed the Company to cease transporting its shredder waste out of state. Following the California Supreme Court's denial of review of the Court of Appeals' decision, the Company immediately sought reinstatement of its "f letters." On April 3, 2023, the Company received confirmation from DTSC that the "f letters" are in effect, subject to certain conditions. On December 10, 2021, an emergency regulation ("CTMSR Regulation") that allows metal shredding facilities to transport and dispose of treated shredder residue as non-hazardous waste under a conditional exclusion became effective, and the Company shipped treated shredder residue for use as alternative daily cover at municipal landfills in California from late December 2021 to September 7, 2022 when the emergency regulation expired. Following an inspection by the DTSC of the Company's Oakland metal shredding facility on May 16 and 17, 2022, the Company in its compilation and review of records requested by the DTSC during that inspection discovered and promptly self-disclosed to the DTSC that it is unable to confirm that it was in compliance with certain aspects of the CTMSR Regulation for certain periods since the adoption of the emergency regulation. The Company reported the corrective actions it has taken and the numerous detailed procedures that are now in place to prevent recurrence. The Company is confident that any failure to comply with the CTMSR Regulation did not pose a risk to human health or the environment. On August 31, 2022, the DTSC issued an Inspection Report detailing alleged violations including allegations that the Company treated and stored metal shredder residue without a permit or other grant of authorization in violation of the California Hazardous Waste Control Law ("HWCL"). The Company had previously discussed with DTSC the various forms of authorization that would satisfy the CTMSR Regulation and had promptly obtained a Permit by Rule under the HCWL which it understood to be a satisfactory option. In a September 14, 2022 letter, the Company responded in detail to the alleged violations setting forth the corrective actions it has taken including having obtained interim status authorization for the treatment and storage of metal shredder residue under the permitting provisions of the HCWL with a full reservation of rights. On May 6, 2022, the A's filed an action in the Superior Court of the State of California, County of Alameda against the BAAQMD as Respondent and the Company as Real Party in Interest (the "BAAQMD Case") alleging that the BAAQMD has failed to properly regulate the Company's Oakland shredder facility under the federal and California Clean Air Acts and seeking an order requiring the **29 / Radius Recycling, Inc. Form 10-K Fiscal 2024** BAAQMD to revoke the Company's Permit to Operate for the Oakland facility. On June 3, 2022, the BAAQMD removed this action to the United States District Court, Northern District of California where the A's had previously filed an action against the Company on July 7, 2021 raising substantially similar issues under the federal Clean Air Act's citizen suit provision alleging violations by the Oakland facility of the federal Clean Air Act and permit conditions and seeking declaratory and injunctive relief (the "CAA Case"). **The A's recently disclosed that they were also seeking up to approximately \$ 183 million in fines in the CAA Case, which action claims the Company denies. The Company has vigorously defended against the claims asserted in the CAA Case, which is currently set for in discovery with a trial commencing November 12, if any, currently scheduled for June 2024.** The BAAQMD Case was remanded back to Alameda Superior Court on October 7, 2022, and no schedule has yet been established for that case. On March 30, 2022, September 8, 2022, and July 31, 2023, the Company received letters from the COAG alleging violations of the Stipulation for Entry of Final Judgment and Order on Consent ("Consent Order") issued by the Superior Court of the State of California, County of Alameda in February 2021 that was entered into with the Alameda County District Attorney, DTSC and COAG to settle certain alleged violations of environmental requirements at our Oakland metals recycling facility. The letters demand that the Company take additional measures to address the off-site release and deposition of light fibrous material ("LFM"). The Company does not believe that it is in violation of the Consent Order and has detailed the additional control measures that the Company has implemented and continues to implement to reduce the potential for releases of LFM from its Oakland facility. The Company is in continuing discussions with the COAG, the Alameda County District Attorney's office, and DTSC regarding this matter and does not believe that further enforcement action is warranted. **To date, no formal action has been taken to enforce the Consent Order. In January 2024, the BAAQMD notified the Company that it wished to enter into a settlement agreement with the Company relating to certain start-up issues associated with the RTOs at our Oakland metal recycling facility. The scope of the proposed settlement was subsequently expanded to include certain alleged violations of vapor control requirements at one of the Company's auto dismantling facilities in the Bay Area. The Company disputes certain of the alleged violations but is in discussion with the BAAMQD in an effort to settle the matter. Effective as of October 16, 2024, the Company and the BAAQMD resolved this matter upon the Company's agreement to pay a civil penalty in the amount of \$ 575 thousand. On April 26, 2024, the Company received a letter from the COAG summarizing a number of alleged violations of the state hazardous waste regulations at our metal recycling facility in Oakland, which arose out of an inspection by DTSC in May 2022. The COAG's letter also alleged violations of the hazardous waste regulation in conjunction with certain fires that occurred at the facility in 2018, 2020 and 2023. The Company disputes many of the alleged violations but is in discussion with DTSC and COAG regarding settlement of the alleged violations, other than those relating to the fires. Such settlement is not expected to be material to the consolidated financial statements. Further discussion of the alleged violations relating to fires has been deferred pending resolution of the Alameda County Criminal Grand Jury matter described below. On June 28, 2024, the Alameda County Criminal Grand Jury returned an indictment against the Company and two operations employees alleging felony and misdemeanor environmental regulatory violations for mishandling hazardous waste, including destruction of evidence, arising from the August 2023 scrap metal fire at the Company's Oakland, CA facility and the Company's subsequent shredding of the burned material. The indictment alleges that the post-fire shredding of burned material constituted destruction of evidence. The Company disputes the allegations. The Company asserts that it does not store or treat hazardous waste and did not destroy any evidence. The District Attorney's office was at the Company's facility the day**

the fire was extinguished, along with representatives from the DTSC, the BAAQMD and other state and federal regulatory agencies, and they found no evidence of hazardous waste. All regulators were permitted to inspect the burned scrap metal and other fire debris and take photographs and samples. The Company advised all regulators that they would start shredding the burned material later that day to eliminate any risk of further fire consistent with safety protocol and industry practice. Neither the Alameda County District Attorney nor any other regulator objected to the processing of the burned material. The Company intends to vigorously defend itself in connection with these allegations.

ITEM 4. MINE SAFETY DISCLOSURES Not applicable. **31-30** / **Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.** Form 10- K Fiscal **2023-2024** PART II ITEM 5. MARKET FOR REGISTRANT' S COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES Our Class A common stock is listed on The Nasdaq Stock Market LLC ("NASDAQ") under the symbol RDUS (SCHN prior to September 1, 2023). There were **147-134** holders of record of Class A common stock on October **23-22, 2023-2024**. Our Class A common stock has been trading since November 16, 1993. There was one holder of record of Class B common stock on October **23-22, 2023-2024**. Our Class B common stock is not publicly traded. We declared our **118th-122nd** consecutive quarterly dividend in the fourth quarter of fiscal **2023-2024**. The payment of future dividends is subject to approval by our Board of Directors and continued compliance with the terms of our credit agreement. See Management' s Discussion and Analysis of Financial Condition and Results of Operations in Part II, Item 7 of this report for further discussion of our credit agreement. Issuer Purchases of Equity Securities Pursuant to a share repurchase program as amended in 2001, 2006, and 2008, our Board of Directors had previously authorized the repurchase of up to nine million shares of our Class A common stock when management deems such repurchases to be appropriate. On June 27, 2022, our Board of Directors authorized a new share repurchase program of up to an additional three million shares of our Class A common stock. We may repurchase our common stock for a variety of reasons, such as to optimize our capital structure and to offset dilution related to share- based compensation arrangements. We consider several factors in determining whether to make share repurchases including, among other factors, our cash needs, the availability of funding, our future business plans, and the market price of our stock. We did not repurchase our common stock in fiscal **2024 or 2023**. We repurchased approximately 944 thousand shares for a total of \$ 34 million in open- market transactions in fiscal 2022. ~~We did not repurchase our common stock in fiscal 2021.~~ As of August 31, **2023-2024**, there were approximately 2. 8 million shares available for repurchase under the program. The share repurchase program does not require us to acquire any specific number of shares, and we may suspend, extend, or terminate the program at any time without prior notice, and the program may be executed through open- market purchases, privately negotiated transactions, or utilizing Rule 10b5- 1 programs. **32-31** / **Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.** Form 10- K Fiscal **2023-2024** Performance Graph The following graph and related information compare cumulative total shareholder return on our Class A common stock for the five- year period from September 1, **2018-2019** through August 31, **2023-2024**, with the cumulative total return for the same period of (i) the S & P 500 Steel Index and (ii) the S & P 600 Metals & Mining Index. These comparisons assume an investment of \$ 100 at the commencement of the five- year period and that all dividends are reinvested. The stock performance outlined in the performance graph below is not necessarily indicative of our future performance, and we do not endorse any predictions as to future stock performance. Year Ended August 31, Radius Recycling (1) (2) \$ \$ \$ \$ \$ S & P 500 Steel \$ \$ \$ \$ \$ S & P 600 Metals & Mining \$ \$ \$ \$ \$ (1) ~~Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.~~ Class A Common Stock (2) Because of the composition of our major product categories, we have no direct market peer issuers. ITEM 6. [RESERVED] **32** / **Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.** Form 10- K Fiscal **2023-2024** ITEM 7. MANAGEMENT' S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS This section includes a discussion of our operations for the fiscal years ended August 31, **2024 and 2023 and 2022**. The following discussion and analysis provide information which management believes is relevant to an assessment and understanding of our financial condition and results of operations. The discussion should be read in conjunction with the Consolidated Financial Statements and the related Notes thereto included in Part II, Item 8 of this report. For discussion of our results of operations for fiscal year **2021-2022** including comparison to fiscal **2022-2023**, refer to Part II, Item 7. Management' s Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10- K for the year ended August 31, **2022-2023**. Founded in 1906, Radius Recycling is one of North America' s largest recyclers of ferrous and nonferrous metal, including end- of- life vehicles, and a manufacturer of finished steel products. As a vertically integrated organization, we offer a range of products and services to meet global demand through our network that includes 50 retail self- service auto parts stores, **54-53** metals recycling facilities, and an electric arc furnace (" EAF ") steel mill. Our internal organizational and reporting structure includes a single operating and reportable segment. We sell recycled ferrous and nonferrous metal in both foreign and domestic markets. We also sell a range of finished steel long products produced at our steel mill. Our results of operations depend in large part on the demand and prices for recycled metal in foreign and domestic markets and on the supply of raw materials, including end- of- life vehicles, available to be processed at our facilities. Our results of operations also depend substantially on our operating leverage from processing and selling higher volumes of recycled metal as well as our ability to efficiently extract ferrous and nonferrous metals from the shredding process. We respond to changes in selling prices for processed metal by seeking to adjust purchase prices for unprocessed scrap metal in order to manage the impact on our operating results. We believe we generally benefit from sustained periods of stable or rising recycled metal selling prices, which allow us to better maintain or increase both operating results and unprocessed scrap metal flow into our facilities. When recycled metal selling prices decline, either sharply or for a sustained period, our operating margins typically compress. With respect to finished steel products produced at our steel mill, our results of operations are impacted by demand and prices for these products, which are sold to customers located primarily in the Western U. S. and Western Canada. Our quarterly operating results fluctuate based on a variety of factors including, but not limited to, changes in market conditions for recycled ferrous and nonferrous metal and finished steel products, the supply of scrap metal in our domestic markets, and varying demand for used auto parts from our

self-service retail stores. Certain of these factors are influenced, to a degree, by the impact of seasonal changes including severe weather conditions, which can impact the timing of shipments and inhibit construction activity utilizing our products, scrap metal collection and production levels at our facilities, and retail admissions and parts sales at our auto parts stores. Further, sanctions, trade actions, and licensing and inspection requirements can impact the level of profitability on sales of our products and, in certain cases, impede or restrict our ability to sell to certain export markets or require us to direct our sales to alternative market destinations, which can cause our quarterly operating results to fluctuate. **34-33** **Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.** Form 10-K Fiscal **2023-2024** Strategic Priorities As we continue to closely monitor economic conditions, we remain focused on the following core strategies and plans to meet our business goals and objectives:

- Long-term expansion of ferrous and nonferrous scrap metal supply and processing, sales volumes, and operating margins;
- Manufacturing and information technology investments and process improvements to increase the separation and recovery of metal materials from our shredding process, expand product optionality, enable volume growth, increase efficiency, and expand recycling services;
- Development of new products and use of our core competencies in adjacent recycling businesses to expand recycling services and capabilities to reach a broader market, enhance customer value, and increase operating margins;
- Increase market share through initiatives to maximize volumes and through selective partnerships, alliances, and acquisitions;
- Productivity and continuous improvement initiatives to ensure the safety of our employees, increase operating efficiency and effectiveness, advance sustainable business practices, improve natural resource stewardship, and reduce operating expense;
- Use of our seven deepwater ports and ground-based logistics network to directly access customers domestically and internationally to meet demand for our products wherever it is greatest; and
- Further optimization of our integrated recycling and steel manufacturing operating platforms to maximize opportunities for synergies, cost efficiencies, and volumes.

Key economic factors and trends affecting the industries in which we operate We sell recycled metals to the global steel industry for the production of finished steel. Our financial results largely depend on supply of raw materials in the U. S. and Western Canada and demand for recycled metal in foreign and domestic markets and for finished steel products in the Western U. S. and Western Canada. Demand for most of our products is cyclical in nature and sensitive to changes in general economic conditions. The timing and magnitude of the economic cycles in the industries in which our products are used, including global steel manufacturing and nonresidential and infrastructure construction in the U. S., are difficult to predict. Global economic conditions, including impacts of geopolitical instability ~~and the COVID-19 pandemic~~, structural and cyclical changes in supply and demand conditions, inflation, **rising changes in** interest rates, ~~and~~ the strength of the U. S. dollar, the availability and price of raw material alternatives, and trade actions such as tariffs affect market prices for and sales volumes of recycled ferrous and nonferrous metal in global markets and steel products in the Western U. S. and Western Canada and can have a significant impact on the results of our operations. Market conditions **and net selling prices** for recycled **ferrous** metals globally were weaker in fiscal **2023-2024** compared to the prior fiscal year driven by weaker demand primarily from slower global growth, **elevated levels including due to the impact of Chinese steel exports prolonged China COVID-19 lockdowns**, inflationary pressure including **high energy prices** and increased scrap collection and other operating costs, **rising and high** interest rates, ~~and the strength of the U. S. Dollar~~. Demand for recycled metals fluctuated throughout fiscal 2023, at times sharply, primarily reflecting the volatility in global steel demand and inventory levels. The slowdown in economic activity, **including due to higher interest rates**, that began substantially in the second half of fiscal 2022 and persisted throughout fiscal 2023 **and 2024** led to reduced generation of scrap metal in the U. S. domestic market and increased competition for available scrap volumes. The tight supply flows in combination with the lower price environment for recycled metals put significant pressure on metals spreads in fiscal 2023 **and 2024**, causing operating margin compression. **For our full 2023 Market conditions for recycled nonferrous metals diverged from those for ferrous, with nonferrous demand and prices strengthening in the second half of fiscal year 2024, except for the average net selling prices for platinum group metals (PGMs) included in catalytic converters which declined significantly year-over-year. Our continued investment in nonferrous metal recovery technologies designed to increase metal recovery and the volume of nonferrous material from shredding operations is an important driver for the targeted improvement of our operating profit** ferrous and nonferrous products decreased by 18% and 11%, respectively, compared to the prior fiscal year. In fiscal 2022, these average net selling prices increased by 19% and 23%, respectively, compared to fiscal 2021. For fiscal 2023, ferrous sales volumes decreased by 5% and nonferrous sales volumes increased by 7%, compared to the prior fiscal year. In fiscal 2022, sales volumes for these products increased by 5% and 16%, respectively, compared to fiscal 2021. Our ferrous and nonferrous sales volumes in fiscal 2023 reflected a full year, and in fiscal 2022 reflected a partial year, of additional volumes arising from the Columbus Recycling business acquired on October 1, 2021, and the Encore Recycling business acquired on April 29, 2022. Sales volumes for these products in fiscal 2023 reflected a partial year of additional volumes arising from the ScrapSource business acquired on November 18, 2022. As global economies revived and commercial and investment activities resumed in the wake of the COVID-19 pandemic, including throughout fiscal 2021 and continuing into fiscal 2022, demand for recycled metals and finished steel increased substantially, which contributed to periods of sharp increases in market selling prices for these products. Demand began to weaken in the fourth quarter of fiscal 2022, which continued into fiscal 2023 amid macroeconomic concerns including slower growth and inflationary pressures. During fiscal 2023, we experienced periods of market recovery, but market conditions for recycled metals, including supply flows, were weaker overall in comparison to fiscal 2022. Average net selling prices for our finished steel products, which are produced in our steel mill using EAF technology, decreased **compared to** by 13% in fiscal 2023 **and** compared to 35 / **Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023** the record-high levels reached in the prior fiscal year **2022 due to softer non-residential construction demand in our West Coast markets, including as a result of the higher interest rate environment**, but remained at **historically-relatively high historical** levels, reflecting continued strong market demand for these products. We continue to believe decarbonization efforts by companies, industries, and governments around the world, including investments in low carbon technologies such as renewable energies, electric

vehicles, and energy efficiency solutions that are more metal intensive and minimize carbon dioxide emissions from the use of fossil fuels, among other factors, support global long-term demand for our recycled metal products. **34 / Radius Recycling, Inc. Form 10-K Fiscal 2024**

Steel Mill Fire On May 22, 2021, we experienced a fire at our steel mill in McMinnville, Oregon. Direct physical loss or damage to property from the incident was limited to the mill's melt shop, with no bodily injuries and no physical loss or damage to other buildings or equipment. ~~The rolling mill production ceased in early June 2021. In August 2021, our steel mill began ramping up operations following the substantial completion of replacement and repairs of property and equipment in the melt shop that had been lost or damaged by the fire.~~ We experienced loss of business income during the shutdown of the steel mill and the subsequent ramp-up phase which was substantially completed **in during the second quarter of fiscal 2022.** We have insurance that ~~is was~~ fully applicable to the losses and filed insurance claims, which ~~are were~~ subject to deductibles and various conditions, exclusions, and limits, for the property that experienced physical loss or damage and business income losses resulting from the matter. ~~The property damage deductible under the policies insuring our assets in this matter is \$ 1 million, while the deductible for lost business income is 10 times the Average Daily Gross Earnings which would have been earned had no interruption occurred, calculated subject to judgments and uncertainties.~~ In fiscal 2021, we recognized an initial \$ 10 million insurance receivable and related insurance recovery gain, the latter reported within cost of goods sold on the Consolidated Statements of Operations, primarily offsetting applicable losses incurred including capital purchases of \$ 10 million that we had incurred as of the end of the fiscal year. In fiscal 2022, we increased the amount of this insurance receivable to \$ 25 million and recognized a related \$ 15 million insurance recovery gain within cost of goods sold on the Consolidated Statements of Operations, reflecting recovery of applicable losses incurred as a result of the fire to date. In addition, during fiscal 2022, we received advance payments from insurers totaling approximately \$ 30 million towards our claims, which amount reduced the \$ 25 million insurance receivable to zero with the remaining amount of advance payments of \$ 5 million reported within other ~~the fourth quarter~~ accrued liabilities on the Consolidated Balance Sheets as of August 31, 2022. In fiscal 2023, we received additional cash payments from insurers towards our claims totaling approximately \$ 22 million, and in the fourth quarter of fiscal 2023 we reached a full and final settlement with our insurers for our claims. **All insurance proceeds and recovery gains in connection with our claims had been received** and recognized an additional, respectively, as of August 31, 2023. **We recognized a total of \$ 52 million of insurance recovery gains within cost of goods sold in the Consolidated Statement of Operations in connection with this event, of which \$ 27 million and \$ 15 million was recognized in fiscal 2023 and 2022, respectively** insurance recovery gain within cost of goods sold on the Consolidated Statements of Operations, reflecting recovery of applicable losses including business income losses incurred as a result of the fire.

Everett Facility Shredder Fire On December 8, 2021, we experienced a fire at our metals recycling facility in Everett, Massachusetts. Direct physical loss or damage to property from the incident was limited to the facility's shredder building and equipment, with no bodily injuries and no physical loss or damage to property reported at other buildings or equipment. As a result of the fire, shredding operations ceased, while all non-shredding operations at the facility continued, including torching, shearing, separating, and sorting purchased non-shreddable recycled ferrous metals. On January 28, 2022, shredding operations at the facility began ramping up following the replacement **of** and repairs to shredder equipment that had been damaged. In addition, shredding operations temporarily ceased at the facility on June 18, 2022 and, following discussions with the Massachusetts Department of Environmental Protection and the Massachusetts Attorney General's office, we installed a temporary emission capture system and controls that allowed for us to resume shredding operations on November 11, 2022 and for continued operation during the repair and replacement of the shredder enclosure building. Non-shredding operations at the facility continued during this period. The repair and replacement of most property that experienced physical loss or damage, primarily buildings and improvements, was substantially completed by the end of fiscal 2023. We have insurance that ~~was we believe is~~ fully applicable to the losses, including but not limited to the costs of installing the temporary capture and controls system and any associated loss of business income, and ~~have~~ filed insurance claims, which ~~are were~~ subject to deductibles and various conditions, exclusions, and limits, for the property damage or loss and business income losses resulting from the matter. **In The property damage deductible under the policies insuring third quarter of fiscal 2024, we reached a full and final settlement with our assets insurers for our claims. All insurance proceeds and recovery gains in connection with our claims had been received and recognized, respectively, as of August 31, 2024. We recognized a total of \$ 47 million of insurance recovery gains within cost of goods sold in the Consolidated Statement of Operations in connection with this matter is event, of which \$ 14 0.5 million, \$ 16 million** while the deductible for lost business income is 10 times the Average Daily Gross Earnings which would have been earned had no interruption occurred, calculated subject to judgments and uncertainties. The insurance claims resolution process may extend significantly beyond completion of repair and replacement of the physical plant property that experienced physical loss or damage and the restart of production activities. In fiscal 2022, after the fire, we recognized an **and** aggregate \$ 17 million **was recognized in** insurance receivable and related insurance recovery gain. In fiscal **2024, 2023, we recognized an and** additional \$ 16 million insurance receivable and related insurance recovery gain. As of August 31, 2023 **2022, respectively** we had recognized a total of \$ 34 million in insurance recovery gains, all reported within cost of goods sold on the Consolidated Statements of Operations, reflecting recovery of applicable losses ~~to date~~ including impairment charges of \$ 7 million related to the carrying value of plant and equipment assets lost in or damaged by the fire, and capital purchases, non-capitalizable repair and replacement costs, and other applicable losses totaling \$ 27 million that had been incurred as of August 31, 2023. Also, during fiscal 2023 and 2022, we received advance payments from insurers totaling approximately 36 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023 \$ 26 million and \$ 7 million, respectively, towards our claims, and not reflecting any final or full settlement of claims with the insurers, which amount reduced the insurance receivable to \$ 1 million and \$ 10 million as of August 31, 2023 and 2022, respectively. The insurance receivable is reported within prepaid expenses and other current assets on the Consolidated Balance Sheets. These amounts do not reflect potential additional recoveries of costs for the repair and replacement of property that experienced physical loss or

damage or of business income losses incurred as a result of this matter that may be recognized in the future when settlements of the claims are resolved. Coronavirus Disease 2019 (“COVID-19”) Following the onset of COVID-19 and its negative effects on our business, most prominently reflected in our fiscal 2020 results result, global economic conditions improved beginning in fiscal 2021 and continued to improve through most of fiscal 2022. However, there the fire are ongoing global impacts resulting directly or indirectly from the pandemic, including labor shortages, logistical challenges, and increases in costs for certain goods and services including due to the impact of inflation, which have negatively impacted our sales volumes, operating costs, and financial results to varying degrees. Use of Non-GAAP Financial Measures In this management’s discussion and analysis, we use supplemental measures of our performance, liquidity, and capital structure which are derived from our consolidated financial information but which are not presented in our consolidated financial statements prepared in accordance with GAAP. We believe that providing these non-GAAP financial measures adds a meaningful presentation of our operating and financial performance, liquidity, and capital structure. We For example, we use adjusted EBITDA as one of the measures to compare and evaluate financial performance. Adjusted EBITDA is the sum of our net income before results from discontinued operations, interest expense, income taxes, depreciation and amortization, goodwill impairment charges, restructuring charges and other exit-related activities, other asset impairment charges, charges for legacy environmental matters (net of recoveries), amortization of capitalized cloud computing implementation costs restructuring charges and other exit-related activities, business development costs not related to ongoing operations including pre-acquisition expenses, charges related to non-ordinary course legal settlements, and other items which are not related to underlying business operational performance. See the reconciliations of supplemental financial measures, including adjusted EBITDA, in Non-GAAP Financial Measures at the end of this Item 7. Our non-GAAP financial measures should be considered in addition to, but not as a substitute for, the most directly comparable U.S. GAAP measures. Although we find these non-GAAP financial measures useful in evaluating the performance of our business, our reliance on these measures is limited because they often materially differ from our consolidated financial statements presented in accordance with GAAP. Therefore, we typically use these adjusted amounts in conjunction with our GAAP results to address these limitations. Our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes. 37-35/ Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10-K Fiscal 2023-2024 Financial Highlights of Results of Operations for Fiscal 2023-2024 • Diluted loss per share from continuing operations attributable to Radius shareholders in fiscal 2023-2024 was \$ 9.37, which included a goodwill impairment charge of \$ 216 million or \$ 6.41 per share, net of tax. Diluted loss per share was \$ 0.92, compared to earnings per share of \$ 5.72 in the prior fiscal year. • Adjusted diluted earnings loss per share from continuing operations attributable to Radius shareholders in fiscal 2023-2024 was \$ 2.68, compared to earnings per share of \$ 0.85, compared to \$ 6.07 in the prior fiscal year. • Net loss in fiscal 2023-2024 was \$ 266 million, compared to \$ 25 million, compared to net income of \$ 172 million in the prior fiscal year. • Adjusted EBITDA in fiscal 2023-2024 was \$ 29 million, compared to \$ 144 million, compared to \$ 313 million in the prior fiscal year. Market conditions for recycled metals and finished steel were weaker in fiscal 2023-2024 compared to the prior fiscal year, leading to significantly lower average ferrous and finished steel net selling prices for our ferrous and nonferrous products and a significant compression in metal spreads. The average net selling prices for our ferrous and nonferrous products decreased by 18.4% and 11% as a result of weaker global demand, respectively, compared due in part to fiscal 2022 elevated levels of Chinese steel exports. Ferrous and nonferrous sales volumes decreased increased 3 by 5% and compared to the prior year, including increased by 7 volumes associated with recycling services. The average net selling prices for our nonferrous products increased 4% on robust global demand, respectively, and sales volumes were 1% higher compared to the prior fiscal year, which changes included additional volumes arising from our three business acquisitions completed during fiscal 2022 and 2023, as well as the adverse impact on sales volumes in the prior fiscal year of the initial Everett shredder downtime. Our ferrous and nonferrous sales volumes in fiscal 2023 were adversely impacted by disruptions related to an extended shredder outage at the Everett facility and a regulatory issue limiting operations at our shredder facility in California, both of which were resolved by mid-November 2022. Our nonferrous sales volumes in fiscal 2023 reflected additional recovery of recycled material through our advanced metal recovery technology investments. Average net selling prices for our finished steel products decreased by 13-12% compared to the record high prices in the prior fiscal year due, contributing to softer lower metal spreads. Finished steel sales volumes increased by 12% in fiscal 2023, primarily reflecting the impact on non-residential construction demand in our West Coast markets the prior fiscal year volumes of the ramp up of steel mill operations which was substantially completed during the second quarter of fiscal 2022 following the May 2021 steel mill fire, combined with purchase costs for raw materials staying relatively consistent, led to a significant margin compression. Our results in fiscal 2023-2024 also reflected the continued unfavorable impact of tighter tight supply flows of ferrous scrap metal due to and reduced processed volumes in the lower price prices and manufacturing activity slower economic environment, significantly lower year-over-year platinum group metals (PGM) prices, and inflationary pressure on operating costs, as well as a favorable change. Contributions from productivity and cost reduction initiatives identified and commenced in fiscal 2024 and fiscal 2023 helped to offset the continued effect effects of inflationary pressure on operating costs average inventory accounting year-over-year. In addition, our results in fiscal 2023 included results benefited from \$ 51-30 million higher in goodwill and other asset impairment charges and \$ 43 million in insurance recovery gains relating related to the steel mill fire and the Everett facility shredder fire. Starting that occurred in the third quarter of prior periods. In fiscal 2023-2024, based on financial and operational performance factors and the sustained decrease in our market capitalization, we achieved-identified a triggering event requiring the full quarterly run rate performance of a quantitative goodwill impairment test as of May 1, 2024 which resulted in a non-cash goodwill impairment charge of \$ 10-216 million of productivity initiatives announced in October 2022 and the full quarterly run rate of \$ 5 million of selling,

general, and administrative (“SG & A”) savings initiatives announced in January 2023, which helped to offset the effects of higher operating costs including from inflationary pressure. SG & A expense in fiscal 2023-2024 was relatively flat **decreased 7 %** compared to the prior fiscal year **primarily** reflecting lower incentive compensation accruals due to Company performance, partially offset by higher salaries and wages and outside and professional services expenses, due in part to our acquisitions and other growth-related initiatives, as well as higher legacy environmental charges and the impact of inflation. These higher expenses in fiscal 2023 were partially offset by benefits from productivity and cost reduction **measures implemented in initiatives when compared to the prior current fiscal year which more than offset the impact of inflation and higher costs related to technology investments and certain legal matters**. The following items further highlight selected liquidity and capital structure metrics: • Net cash **used in operating activities of \$ 53 million in fiscal 2024, compared to cash** provided by operating activities of \$ 139 million in fiscal 2023, compared to \$ 238 million in the prior fiscal year. • Debt was **\$ 415 million as of August 31, 2024, compared to \$ 249 million as of both August 31, 2022 and 2023**. • Debt, net of cash, was **\$ 409 million as of August 31, 2024, compared to \$ 243 million as of August 31, 2023, compared to \$ 205 million as of August 31, 2022**. See the reconciliations of adjusted diluted earnings per share from continuing operations attributable to Radius shareholders, adjusted EBITDA, and debt, net of cash in Non-GAAP Financial Measures at the end of this Item 7. **38-36 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10-K Fiscal 2023-2024 Selected Financial Measures and Operating Statistics For the Year Ended August 31, % Increase (Decrease) (\$ in thousands, except for prices and per share amounts) 2024 vs. 2023**

2023 vs. 2022	2022 vs. 2021	2024 vs. 2023	
Ferrous revenues	\$ 1,388,543	\$ 1,439,983	(4) %
Nonferrous revenues	\$ 738,843	\$ 781,102	(5) %
Steel revenues	\$ 439,762	\$ 507,550	(13) %
Retail and other revenues	\$ 171,544	\$ 153,589	(5) %
Total revenues	\$ 2,127,386	\$ 2,221,082	(5) %
Cost of goods sold	\$ 1,777,101	\$ 1,807,711	(1) %
Gross margin	18.5 %	19.7 %	(1) %
Diluted earnings	\$ (0.92)	\$ (0.72)	(2) %
Adjusted earnings	\$ (0.68)	\$ (0.85)	(2) %
Net income	\$ (266,224)	\$ (25,438)	(90) %
Recycled ferrous metal average sales prices (\$ / LT)	\$ (3) %	\$ (4) %	(1) %
Foreign average sales prices (\$ / LT)	\$ (4) %	\$ (18) %	(14) %
Total ferrous volumes (LT, in thousands)	2,051	1,952	(5) %
Foreign ferrous volumes (LT, in thousands)	442	424	(4) %
Recycled nonferrous metal average sales price (\$ / pound)	\$ 1.00	\$ 0.96	(4) %
Nonferrous volumes (pounds, in thousands)	748,178	738,937	(1) %
Finished steel average sales price (\$ / ST)	\$ 1,075	\$ 1,075	(12) %
Finished steel sales volumes (ST, in thousands)	2	5	(60) %
Cars purchased (in thousands)	7	10	(30) %
Rolling mill utilization	87 %	87 %	0 %

(1) Steel revenues include predominantly sales of finished steel products, in addition to sales of semi-finished goods (billets) and steel manufacturing scrap. (2) See the reconciliations of Non-GAAP Financial Measures at the end of this Item 7. (3) Price information is shown after netting the cost of freight incurred to deliver the product to the customer. (4) Ferrous and nonferrous volumes sold externally and delivered to our steel mill for finished steel production. (5) May not foot due to rounding. (6) Average sales price and volume information excludes PGMs platinum group metals in catalytic converters. (7) Cars purchased by auto parts stores only. (8) Rolling mill utilization is based on effective annual production capacity under current conditions of 580 thousand tons of finished steel products. **39-8) May not foot due to rounding. 37 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10-K Fiscal 2023-2024** Revenues in fiscal 2023-2024 decreased by 17.5 % compared to the prior fiscal year primarily due to significantly lower average net selling prices for our ferrous and nonferrous finished steel products driven by weaker market conditions. **Market conditions for recycled ferrous metals globally and finished steel were weaker in fiscal 2023-2024, compared to the prior fiscal year, leading to lower average ferrous and finished steel net selling prices. The average net selling prices for our ferrous and nonferrous products decreased by 18.4 % and 11 % as a result of weaker demand, due in part to elevated levels of Chinese steel exports. Ferrous sales volumes increased 3 % in fiscal 2024 compared to 2023, respectively partially due to the adverse impact of operational disruptions in the first quarter of fiscal 2023. Global nonferrous demand strengthened through the second half of fiscal 2024, leading to a 4 % increase in average net selling prices for our nonferrous products** compared to the prior fiscal year. Ferrous and nonferrous sales volumes decreased by 5 % and increased by 7 %, respectively, compared to the prior fiscal year. Our ferrous and nonferrous sales volumes in fiscal 2023 in part reflected additional volumes arising from the Columbus Recycling business acquired on October 1, 2021, the Encore Recycling business acquired on April 29, 2022, and the ScrapSource business acquired on November 18, 2022, as well as the adverse impact on sales volumes in the prior fiscal year of the initial Everett shredder downtime. Our ferrous and nonferrous sales volumes in fiscal 2023 were adversely impacted by disruptions related to an extended shredder outage at the Everett facility and a regulatory issue limiting operations at our shredder facility in California, both of which were resolved by mid-November 2022, as well as tight supply flows in the lower price and slower economic environment. Our nonferrous sales volumes in fiscal 2024 increased by 1 % compared to the prior year. **The benefit of increased selling prices and volumes on our nonferrous revenue was more than offset by significantly lower PGM prices and volumes in fiscal 2024 compared to fiscal 2023** reflected additional recovery of recycled material through our advanced metal recovery technology investments. Market conditions for our finished steel products were softer in fiscal 2023-2024, leading to finished steel average selling prices decreasing 13.12 %, compared to the record-higher prices in the prior fiscal year. Finished steel sales volumes **increased decreased 12.2 %** in fiscal 2023-2024 compared to, primarily reflecting the impact on the prior fiscal year volumes of the

ramp up of steel mill operations that began in August 2021 and which was substantially completed during the second quarter of fiscal 2022. The ramp-up of steel mill operations during the first half of fiscal 2022 followed completion of repair and replacement of damaged property arising from the May 2021 steel mill fire. Operating Performance **The combination** Net loss in fiscal 2023 was \$ 25 million, compared to net income of \$ 172 million in **goodwill impairment charges, significantly lower year-over-year finished steel prices, ferrous metal spread compression due to weaker market conditions, higher production and the other prior operating costs, and a lower benefit from insurance recoveries in the current** fiscal year. Adjusted EBITDA in fiscal 2023 was \$ 144 million, compared to \$ 313 million in the prior fiscal year. The lower price environment for recycled metals, as well as the impact of tighter supply flows, reduced processed volumes, and the extended operational disruptions in the first quarter of fiscal 2023, had a significant adverse impact on our operating margins, **net income (loss) and overall operating results adjusted EBITDA. Net loss** in fiscal 2023-2024 was \$ 266 million. Ferrous metal spreads in fiscal 2023 decreased by approximately 21% compared to **net loss of \$ 25 million in** the prior fiscal year driven by lower selling prices and the cost of obtaining adequate supply flows of scrap metal including end-of-life vehicles in the tighter supply environment. In addition **Adjusted EBITDA in fiscal 2024 was \$ 29 million**, average net selling prices for our nonferrous joint products that are recovered from the shredding process, comprising primarily zorba, decreased by approximately 3% compared to **\$ 144 million in** the prior fiscal year. Finished steel metal spreads were also lower **Contributions from productivity and cost reduction initiatives identified and commenced in fiscal 2024 and** fiscal 2023 compared **helped to offset** the **continued effects** prior fiscal year. Our results in fiscal 2023 also reflected the unfavorable impact of tighter supply flows of scrap metal and reduced processed volumes in the lower price and slower economic environment, significantly lower year-over-year PGM prices, and inflationary pressure on operating costs, as well as a favorable change in the effect of average inventory accounting year-over-year. **Our** In addition, our results in **fiscal 2024 and** fiscal 2023 included \$ 51-14 million in goodwill and other asset impairment charges and \$ 43 million, respectively, in insurance recovery gains **relating associated with the resolution of property damage and business interruption claims related** to the steel mill fire and the Everett facility shredder fire **that occurred in prior periods**. Starting in the third quarter of fiscal 2023, we achieved the full quarterly run rate of **the targeted annual benefits of \$ 40-60 million of associated with our productivity and cost reduction** initiatives announced **introduced in fiscal** October 2022 and the full quarterly run rate of \$ 5 million of selling, general, and administrative (“SG & A”) savings initiatives announced in January 2023, which helped to offset the effects of higher operating costs including from inflationary pressure. In October **addition, during fiscal 2022-2024**, we announced and began implementing **incremental** productivity and cost reduction initiatives with **a an aggregate** targeted annual benefit of approximately \$ 40-70 million. **These fiscal** In addition, in January 2023-2024, we announced incremental initiatives **included** aiming to reduce SG & A costs by approximately \$ 20 million annually. These initiatives aim to improve profitability through a combination of increased yields, efficiencies in processing, **transportation and** procurement, and pricing, and reduced costs including from headcount reductions, decreased lease costs, professional and **a targeted reduction** outside services, and implementation of operational efficiencies **SG & A expense by 10 %**. In Starting in the third-fourth quarter of fiscal 2023-2024, we achieved **substantially** the full quarterly run rate of **the targeted annual benefits associated with our fiscal 2024 initiatives. Contributions from these productivity and cost reduction initiatives helped to offset the effects of inflationary pressure and increases in operating costs. During fiscal 2024, we incurred \$ 7 million of restructuring charges and other exit-related costs in connection with these plans, compared to \$ 3 million in fiscal 2023. SG & A expense in fiscal 2024 decreased by 7 % compared to the prior fiscal year reflecting benefits from cost reduction measures** these initiatives, and others implemented during **fiscal 2022-2024**, which helped **lower incentive compensation due to Company performance, and lower legacy environmental charges, partially offset by higher outside and professional services expenses, due in part to higher costs for legal matters and the effects impact of inflationary--- inflation pressure. In the third quarter of fiscal 2024, based on financial and operating operational costs. In performance factors and the fourth quarter of fiscal 2023 sustained decrease in our market capitalization**, we **identified a triggering event requiring the performed- performance the annual of a quantitative** goodwill impairment test as of July **May 1, 2023-2024**, which resulted in a non-cash goodwill impairment charge of \$ 39-216 million, representing a portion of the **full** carrying amount of goodwill allocated to **three of our reporting units. The remaining \$ 13 million of goodwill, which is carried by** one reporting unit comprising, a regional metals recycling services operation, while the goodwill allocated to our other reporting units was deemed to not **to** be impaired. We did not **In fiscal 2023 we record-recorded any \$ 51 million in** goodwill and other asset impairment charges in fiscal 2022-2023. See further discussion in the Critical Accounting Estimates section at the end of Part II, Item **7 and Note 8- Goodwill and Other Intangible Assets, net in the Notes to the Consolidated Financial Statements** of this report. 40 / Schmitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023 See the reconciliation of adjusted EBITDA in the Non-GAAP Financial Measures at the end of this Item 7. **38 / Radius Recycling, Inc. Form 10- K Fiscal 2024** Interest Expense Interest expense was \$ **27 million, \$** 19 million, **and \$** 9 million, and \$ 5 million as of August 31, **2024, 2023, and 2022, and 2021**, respectively. The increase in interest expense was primarily due to **increased average borrowings as well as** higher interest rates on amounts outstanding under our bank credit facilities, as well as **increased average borrowings**, compared to the prior fiscal year. **Income Taxes** Year Ended August 31, (Loss) income **Income (loss)** from continuing operations before income taxes \$ (**321, 433**) \$ (28, 076) \$ 216, 676 \$ 207, 989 Income tax (expense) benefit (expense) **\$ 55, 285** \$ 2, 747 \$ (44, 597) \$ (37, 935) Effective tax rate **17. 2 %** 9. 8 % 20. 6 % 18. 2 % Our effective tax rate from continuing operations for fiscal **2024 and 2023** was a benefit on pre-tax loss of **17. 2 % and 9. 8 %**. **Our effective**, compared to an expense on pre-tax **rate from continuing operations** income of 20. 6% for fiscal 2022-2024 was lower than the U. S. federal statutory rate of **21 %** primarily due to the effect of permanent differences from non-deductible goodwill and the recognition of a valuation allowance against deferred tax assets in the Company’s U. S. federal, state and foreign tax jurisdictions. Our effective tax rate from continuing operations for fiscal 2023 was lower than the U. S. federal statutory rate of 21 % primarily due to the

aggregate effect of the relatively low absolute level of pre-tax earnings, permanent differences from non-deductible expenses, and unrecognized tax benefits. Our effective tax rate from continuing operations for **The goodwill impairment charge recognized in the third quarter of fiscal 2022-2024 led to a significant increase in** approximated the U. S. federal statutory rate of 21 %, reflecting tax benefits from vesting of share-based awards, the foreign derived intangible income (“FDH”) deduction, and research and development credits, offset by the aggregate impact of state taxes and permanent differences from non-deductible expenses. We assess the realizability of our deferred tax assets on a quarterly basis through an analysis of potential sources of future taxable income, including prior fiscal year taxable income available to absorb a carryback of tax losses, reversals reversal of existing taxable temporary differences, as a source of income does not support the full realization of our deferred tax assets planning strategies, and forecasts of taxable income. In fiscal 2024 we We consider all negative and positive evidence to determine determined if that it is more likely than not that the tax benefits associated with certain of our deferred tax assets will not be realized and recorded a \$ 14 million valuation allowances-allowance against deferred tax assets are required in our U. S. federal, state and foreign tax jurisdictions. The amount of the deferred tax asset considered realizable could be adjusted if estimates of future taxable income change. We continue to maintain valuation allowances against certain deferred tax assets in certain jurisdictions as a result of negative evidence, including historical losses in these jurisdictions, which indicates that it is more-likely-than-not that the associated tax benefit will not be realized. Realization of the deferred tax assets..... % excise tax on future share repurchases. Liquidity and Capital Resources We rely on cash provided by operating activities as a primary source of liquidity, supplemented by current cash on hand and borrowings under our existing credit facilities. Sources and Uses of Cash We had cash balances of \$ 6 million and \$ 44 million as of both August 31, 2024 and 2023 and 2022, respectively. Cash balances are intended to be used primarily for working capital, capital expenditures, dividends, share repurchases, investments, and acquisitions. We use excess cash on hand to reduce amounts outstanding under our credit facilities. As of both August 31, 2023-2024 and 2022-, debt was \$ 415 million, compared to \$ 249 million as of August 31, and 2023. debt-Debt, net of cash, was \$ 409 million as of August 31, 2024, compared to \$ 243 million as of August 31, 2023. The -, compared to \$ 205 million as of August 31, 2022, which increase in debt was primarily due to lower cash balances resulting from the repayment of increased borrowings from our credit facilities mainly during fiscal 2023 to fund working capital needs the acquisition of the ScrapSource business on November 18, 2022, and capital expenditures. See the reconciliation of debt, net of cash, in Non- GAAP Financial Measures at the end of this Item 7. 41 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023 Operating Activities Net cash used in operating activities in fiscal 2024 was \$ 53 million, compared to cash provided by operating activities of in fiscal 2023 was \$ 139 million -, compared to in fiscal 2023. Sources of cash other than from earnings in fiscal 2024 included a \$ 238-17 million decrease in prepaid expenses and other current assets primarily due to changes in the timing of payment of premiums under various insurance policies. Uses of cash in fiscal 2022-2024 included a \$ 60 million increase in accounts receivable primarily due to the timing of sales and collections and a \$ 10 million decrease in accrued payroll and related liabilities primarily due to decreased incentive compensation liabilities. Sources of cash other than from earnings in fiscal 2023 included a \$ 48 million decrease in inventories primarily due to lower raw material purchase costs and the timing of purchases and sales and a \$ 12 million decrease in accounts receivable primarily due to the timing of sales and collections. Uses of cash in fiscal 2023 included a \$ 24 million decrease in accrued payroll and related liabilities primarily due to decreased incentive compensation liabilities and a \$ 14 million decrease in accrued liabilities due in part to recognition 39 / Radius Recycling, Inc. Form 10- K Fiscal 2024 through fiscal 2023 earnings of advance payments received from insurers in excess of recoveries as of the end of fiscal 2022 upon full and final settlement with our insurers for our claims arising from the May 2021 steel mill fire. Sources of cash other than from earnings in fiscal 2022 included a \$ 21 million increase in accounts payable primarily due to higher raw material purchase prices and the timing of purchases and payments. Uses of cash in fiscal 2022 included a \$ 37 million increase in inventories due to higher raw material purchase costs and the timing of purchases and sales, a \$ 19 million increase in prepaid expenses and other current assets primarily due to increased receivables from insurers, a \$ 15 million decrease in environmental liabilities primarily due to payments in connection with legacy environmental matters, and a \$ 14 million decrease in accrued payroll and related liabilities primarily due to decreased incentive compensation liabilities. The sources and uses of cash related to operating activities described above also reflect higher net working capital needs during the ramp-up of steel mill operations that began in August 2021 following completion of repair and replacement of damaged property arising from the May 2021 steel mill fire. Investing Activities Net cash used in investing activities in fiscal 2023-2024 was \$ 79 million, compared to \$ 144 million in fiscal 2023. Cash used in investing activities in fiscal 2024 included capital expenditures of \$ 76 million to upgrade our equipment and infrastructure and for investments in advanced metals recovery technology and environmental and safety- related assets, compared to \$ 316-130 million in the prior fiscal 2022 year. Cash used in investing activities in fiscal 2023 included \$ 25 million paid to acquire the assets of the ScrapSource business on November 18, 2022. We funded this acquisition using cash on hand and borrowings under our existing credit facilities. See Note 7- Business Acquisitions in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report for further detail. Cash used in investing activities in fiscal 2023 also included capital expenditures of \$ 130 million to upgrade our equipment and infrastructure and for investments in advanced metals recovery technology and environmental and safety- related assets, compared to \$ 150 million in the prior fiscal year. Cash flows from investing activities in fiscal 2023 included proceeds of \$ 8 million representing the portion of advance payments from insurers deemed a recovery of capital purchases incurred for repair and replacement of damaged property arising from the December 2021 Everett facility shredder fire -, compared to such proceeds totaling \$ 17 million in the prior fiscal year in connection with our insurance claims relating to the May 2021 steel mill fire and the December 2021 Everett facility shredder fire. Cash used in investing activities in fiscal 2022 included \$ 117 million paid to acquire the Columbus Recycling business on October 1, 2021, which amount included \$ 10 million paid primarily for net working capital in excess of an agreed-upon benchmark, and also included \$ 63 million paid to

acquire the Eneore Recycling business on April 29, 2022, which amount included \$ 8 million paid at closing for estimated net working capital in excess of an agreed-upon benchmark. We funded these acquisitions using cash on hand and borrowings under our existing credit facilities. Cash used in investing activities in fiscal 2022 also included the purchase of an investment in the equity of a privately-held Canadian recycling entity for \$ 5 million. Financing Activities Net cash used in financing activities for fiscal 2023 was \$ 33 million, compared to net cash provided by financing activities of for fiscal 2024 was \$ 95-131 million, compared to net cash used in financing activities of \$ 33 million in fiscal 2022-2023. Cash flows from financing activities in fiscal 2023-2024 included \$ 161 million in net borrowings of debt compared to \$ 3 million in net repayment of debt, compared to \$ 166 million in net borrowings of debt in the prior fiscal year (refer to Non-GAAP Financial Measures at the end of this Item 7). Uses of cash in fiscal 2024 and 2023 and 2022 included \$ 5 million and \$ 8 million and \$ 11 million, respectively, for payment of employee tax withholdings resulting from settlement of share-based awards and \$ 22 million and \$ 21 million, respectively, in each fiscal year for the payment of dividends. 42 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023

Following is a summary of our outstanding balances and availability on credit facilities and long-term debt, exclusive of finance lease obligations (in thousands): Outstanding as of August 31, 2023-2024

Category	2023	2024
Remaining Availability Bank secured revolving credit facilities (1)	\$ 230-393, 000-612	\$ 573-410, 472-008
Other debt obligations	\$ 12, 492-116	N / A
(1) Remaining availability is net of	\$ 8-7 million	of outstanding stand-by letters of credit as of August 31, 2023-2024.

Our senior secured revolving credit facilities, which provide for revolving loans of \$ 800 million and C \$ 15 million, which mature in August 2027 pursuant. On June 17, 2024, we and certain of our subsidiaries entered into the Fourth Amendment (the "Fourth Amendment") to a our Third Amended and Restated credit Credit agreement Agreement with, dated as of April 6, 2016, by and among the Company, as the U. S. Borrower, Schnitzer Steel Canada, Ltd., as the Canadian Borrower, the subsidiaries of the Company party thereto (the "Guarantors"), Bank of America ; N. A., as administrative agent ; and the other lenders party thereto (as amended prior to the Fourth Amendment, the "Existing Credit Agreement", the Existing Credit Agreement, as amended pursuant to the Fourth Amendment, the "Amended Credit Agreement"). The principal changes to the Existing Credit Agreement effected by the Fourth Amendment are (i) the removal of the consolidated fixed charge coverage ratio for each of the fiscal quarters ending May 31, 2024 through February 28, 2025, (ii) the introduction of a minimum consolidated interest interest coverage ratio of 2. 00 to 1. 00 for the fiscal quarter ending May 31, 2024, and 1. 25 to 1. 00 for the fiscal quarter ending February 28, 2025, and (iii) the introduction of a minimum consolidated asset coverage ratio of 1. 00 to 1. 00 for each of the fiscal quarters ending May 31, 2024 through February 28, 2025. The Fourth Amendment also revised the applicable interest rates on outstanding indebtedness under the credit agreement facility which, starting June 17, 2024, are based, at our option, on either the Secured Overnight Financing Rate ("SOFR") (or the Term Canadian Dollar Offered Overnight Repo Rate ; Average "CDOR-CORRA" for C \$ loans), plus a spread of between 1. 25-50 % and 2. 00-50 %, with the amount of the spread based on a pricing grid tied to our ratio of consolidated net funded debt to EBITDA (as defined by the credit agreement), or the greater of (a) the prime rate, (b) the federal funds rate plus 0. 50 % or (c) the daily rate equal to Term SOFR plus 1. 00 %, in each case, plus a spread of between 0. 25-50 % and 1. 00-50 % based on a pricing grid tied to our consolidated net funded debt to EBITDA ratio. In addition, commitment fees are payable on the unused portion of the credit facilities at rates between 0. 175 % and 0. 30-350 % based on a pricing grid tied to our ratio of consolidated net funded debt to EBITDA. 40 / Radius Recycling, Inc. Form 10-K Fiscal 2024

Our obligations under our credit agreement are guaranteed by substantially all of ; we may establish one or more key performance indicators ("KPIs") to measure our performance with respect to subsidiaries. The credit facilities and the related guarantees are secured by senior first priority liens on certain of our environmental, social and governance targets. Subject to the terms and conditions of the credit agreement, we may propose to amend ; and the credit agreement to modify (i) the pricing spread and (ii) the commitment fee rate. Such modifications would be tied to our performance against subsidiaries' assets, including equipment, inventory, and accounts receivable. The Fourth Amendment expanded the collateral package provided to the lenders to include most the other KPIs personal property and equity interests held would allow for (i) the pricing spread to be increased or decreased by no more than (a) 0. 025 % per KPI and (b) 0. 05 % for all KPIs, and (ii) the Company commitment fee rate to be increased or decreased by no more than 0. 005 % for all KPIs. Such adjustments would be determined on an and the Guarantors in their respective subsidiaries annual basis and would not be cumulative. We had borrowings outstanding under our credit facilities of \$ 394 million and \$ 230 million as of both August 31, 2024 and 2023 and 2022, respectively. The weighted average interest rate on amounts outstanding under our credit facilities was 8. 0 % and 7. 2-17 % and 3. 65 % as of August 31, 2024 and 2023 and 2022, respectively. In the fourth quarter of fiscal 2023, we entered into three interest rate swap transactions to hedge the variability in interest cash flows associated with our variable-rate loans under our credit facilities. The interest rate swaps require us to make fixed-rate payments based on a total notional amount of \$ 150 million and an average annual rate of approximately 4. 40 % in exchange for the receipt of variable-rate amounts over a three-year term ending in August 2026. See Note 15- Derivative Financial Instruments in Part II, Item 8 of this report for disclosure related to derivative instruments and hedging activities. We use the credit facilities to fund working capital, capital expenditures, dividends, share repurchases, investments, and acquisitions. Our credit agreement contains various representations and warranties, events of default, and financial and other customary covenants which limit (subject to certain exceptions) our ability to, among other things, incur or suffer to exist certain liens, make investments, incur or guaranty additional indebtedness, enter into consolidations, mergers, acquisitions, and sales of assets, make distributions and other restricted payments, change the nature of our business, engage in transactions with affiliates, and enter into restrictive agreements, including agreements that restrict the ability of our subsidiaries to make distributions. The As of August 31, 2023, the financial covenants under the credit agreement included ; include (a) a consolidated fixed charge coverage ratio, defined as the four-quarter rolling sum of consolidated EBITDA less defined maintenance capital expenditures and certain environmental expenditures divided by consolidated fixed charges which, for the fiscal quarters ending May 31,

2024 through February 28, 2025, has been replaced with maintenance covenants during that period requiring compliance with a minimum permitted interest coverage ratio and a minimum permitted asset coverage ratio as per the Fourth Amendment as described above, and (b) a consolidated leverage ratio, defined as consolidated funded indebtedness divided by the sum of consolidated net worth and consolidated funded indebtedness. As of August 31, 2023-2024, we were in compliance with the applicable financial covenants under our credit agreement. The consolidated asset fixed charge coverage ratio was required to be no less than 1.50-00 to 1.00 and was 3-1.08-33 to 1.00 as of August 31, 2023-2024. The consolidated leverage ratio was required to be no more than 0.55 to 1.00 and was 0.22-40 to 1.00 as of August 31, 2023-2024. Our obligations under our credit agreement are guaranteed by substantially all of our subsidiaries. The credit facilities and the related guarantees are secured by senior first priority liens on certain of our and our subsidiaries' assets, including equipment, inventory, and accounts receivable. While we currently expect to remain in compliance with the financial covenants under the credit agreement, we may not be able to do so in the event market conditions do not improve, or other factors have a significant adverse impact on our results of operations and financial position. If we do not maintain compliance with our financial covenants and are unable to obtain an amendment or waiver from our lenders, a breach of a financial covenant would constitute an event of default and allow the lenders to exercise remedies under the agreements, the 43 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023 most severe of which is the termination of the credit facility under our committed bank credit agreement and acceleration of the amounts owed under the agreement. In such case, we would be required to evaluate available alternatives and take appropriate steps to obtain alternative funds. We cannot assure that any such alternative funds, if sought, could be obtained or, if obtained, would be adequate or on acceptable terms. Other debt obligations, which totaled \$ 12 million and \$ 13 million as of both August 31, 2024 and 2023 and 2022, respectively, primarily relate to equipment purchases, the contract consideration for which includes an obligation to make future monthly payments to the vendor in the form of licensing fees. For accounting purposes, such obligations are treated as a partial financing of the purchase price by the equipment vendor. Monthly payments commence when the equipment is placed in service and achieves specified minimum operating metrics, with payments continuing for a period of four years thereafter. Capital Expenditures Capital expenditures totaled \$ 76 million for fiscal 2024, compared to \$ 130 million for fiscal 2023, compared to \$ 150 million for fiscal 2022. Capital expenditures included approximately \$ 19 million and \$ 33 million and \$ 51 million for investments in growth in fiscal 2024 and 2023 and 2022, respectively. We currently plan to invest approximately in the range of \$ 100-80 million to \$ 90 million in capital expenditures in fiscal 2024-2025. These capital expenditures include investments in growth, including new nonferrous processing technologies, and to support growth in recycling services and other volume initiatives as well as post-acquisition and other growth projects, and investments to upgrade our equipment and, infrastructure, and information technology systems, and for environmental and safety-related assets, using cash generated from operations and available credit facilities. Supply chain disruptions have contributed to some delays in construction activities and equipment deliveries related to our capital projects, and to the time required to obtain permits from government agencies, resulting in the deferral of certain capital expenditures. Given the continually evolving nature of such disruptions and other factors impacting the timing of project completion, the extent to which forecasted capital expenditures could be deferred is uncertain. 41 / Radius Recycling, Inc. Form 10-K Fiscal 2024 Environmental Compliance Building on our commitment to recycling and operating our business in an environmentally responsible manner, we continue to invest in facilities that improve our environmental presence in the communities in which we operate. As part of our capital expenditures discussed in the prior paragraph, we invested approximately \$ 33-21 million in capital expenditures for environmental projects in fiscal 2023-2024, and we currently plan to invest approximately in the range of \$ 35-30 million to \$ 40 million for such projects in fiscal 2024-2025. These projects include investments in equipment to ensure ongoing compliance with air quality and other environmental regulations and storm water systems. We have been identified by the EPA as one of the potentially responsible parties that own or operate or formerly owned or operated sites which are part of or adjacent to the Portland Harbor Superfund site ("Portland Harbor"). See Note 10- Commitments and Contingencies in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report for a discussion of this matter, as well as other legacy environmental loss contingencies. We believe it is not possible to reasonably estimate the amount or range of costs which we are likely to or which it is reasonably possible that we will incur in connection with Portland Harbor, although such costs could be material to our financial position, results of operations, cash flows, and liquidity. We have insurance policies and Qualified Settlement Funds ("QSFs") that we believe will provide reimbursement for costs we incur for defense, remediation, and mitigation for natural resource damages claims in connection with Portland Harbor, although there are no assurances that those policies and the QSFs will cover all of the costs which we may incur. Significant cash outflows in the future related to Portland Harbor, as well as related to other legacy environmental loss contingencies, could reduce the amounts available for borrowing that could otherwise be used for working capital, capital expenditures, dividends, share repurchases, investments, and acquisitions and could result in our failure to maintain compliance with certain covenants in our debt agreements, and could adversely impact our liquidity. Dividends On June 27-July 2, 2023-2024, our Board of Directors declared a dividend for the fourth quarter of fiscal 2023-2024 of \$ 0.1875 per common share, which equates to an annual cash dividend of \$ 0.75 per common share. Dividends of \$ 0.75 per common share, totaling \$ 22 million, were declared and paid during fiscal 2024, and \$ 21 million, in dividends were also declared and paid during fiscal 2023, and \$ 21 million in dividends were also declared and paid during fiscal 2022. Share Repurchase Program We did not repurchase any shares of our common stock during fiscal 2024 and 2023. For information regarding share repurchases during fiscal 2022, see "Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities" above in Part II of this report, incorporated by reference herein. Assessment of Liquidity and Capital Resources Historically, our available cash resources, internally generated funds, credit facilities, and equity offerings have financed our acquisitions, capital expenditures, working capital, and other financing needs. As of August 31 44 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K 2024, we have entered into contracts to sell certain discrete real estate assets that

are projected to generate net cash proceeds in excess of \$ 35 million upon consummation of the transactions, which we expect will occur during the second half of Fiscal-fiscal 2023-2025 , subject to customary terms and conditions. These real estate sale transactions will not meaningfully modify our operating footprint. We generally believe our current cash resources, internally generated funds, existing credit facilities, and access to the capital markets will provide adequate short-term and long- term liquidity needs for working capital, capital expenditures, dividends, ~~share repurchases~~, investments and acquisitions, joint ventures, debt service requirements, environmental obligations, ~~share repurchases~~, and other contingencies. However, in the event of a sustained market deterioration ~~conditions fail to improve, we are unable to realize the benefits of our operational and cost savings initiatives, or other negative factors occur~~, we may need additional liquidity which would require us to evaluate available alternatives and take appropriate steps to obtain sufficient additional funds. There can be no assurances that any such supplemental funding, if sought, could be obtained or, if obtained, would be adequate or on acceptable terms. **42 / Radius Recycling, Inc. Form 10- K Fiscal 2024**

Contractual Obligations We have certain contractual obligations to make future payments. The following table summarizes future obligations related to debt and leases as of August 31, ~~2023-2024~~ (in thousands):

Payment Due by Period Thereafter	Totals	Contractual Obligations	Credit facilities (1)
\$ — \$ — \$ 230 — \$ 393, 000-612	\$ — \$ — \$ 230 — \$ 393, 000-612	Interest payments on credit facilities (2)	\$ 16-29, 491-927 \$ 16-30, 491-051 \$ 16-30, 636-491 \$ 16, 084 \$ — \$ — \$ 65 — \$ 90, 557-614
\$ 3, 924 \$ 2, 799 \$ 2, 799 \$ 2, 799-729	\$ \$ 13, 259-160	Other debt, including interest (3)	\$ 3, 924 \$ 2, 799 \$ 2, 799 \$ 2, 799-729
\$ 2, 558-556 \$ 2, 106 \$ 1, 746-933 \$ 1, 763 \$ 1, 262 \$ 1, 103-10 \$ 8-053-321	Finance leases, including interest	(4)	\$ 23-24, 768-308 \$ 21, 464 \$ 19, 391-654 \$ 15-17, 503-224 \$ 13, 546-668 \$ 10-52, 901-201 \$ 55-148, 519-434 \$ 138, 543

(1) Credit facilities include the principal amount of borrowings outstanding under bank secured revolving credit facilities, which mature in August 2027. (2) Interest payments on credit facilities are based on interest rates in effect as of August 31, ~~2023-2024~~, including the effect of interest rate swaps. As contractual interest rates and the amount of debt outstanding is variable in certain cases, actual cash payments may differ from the estimates provided. (3) Other debt obligations primarily relate to equipment purchases, the contract consideration for which includes an obligation to make future monthly payments to the vendor in the form of licensing fees. For accounting purposes, such obligation is treated as a partial financing of the purchase price by the equipment vendor. Monthly payments commence when the equipment is placed in service and continue for a period of four years thereafter. (4) Operating lease payments reflect those embedded in the measurement of our operating lease liabilities and, thus, include future lease payments for the remaining non- cancellable period of the lease together with periods covered by renewal (or termination) options which we are reasonably certain to exercise (or not to exercise). These operating lease payments do not include certain tax, insurance, and maintenance costs, which are also required contractual obligations under our operating leases but are generally not fixed and can fluctuate from year to year. Also, we have excluded future minimum lease payments for leases that have been executed but have not commenced as of August 31, ~~2023-2024~~. In addition to future obligations related to debt and leases presented in the table above, we have certain material cash requirements, including but not limited to commitments for capital expenditures. See “ Capital Expenditures ” within “ Liquidity and Capital Resources ” above in this Item 7 for discussion of our planned investment in capital expenditures in fiscal ~~2024-2025~~, a portion of which represents contractual commitments that existed as of the end of our fiscal ~~2023-2024~~. We also had open purchase orders as of August 31, ~~2023-2024~~ for purchases of primarily fuels and lubricants, machinery and equipment components and parts, and consumables used in our operations of approximately \$ 76-89 million, nearly all of which require payment of cash in our fiscal ~~2024-2025~~. **In fiscal 2023, we entered three interest rate swap transactions to hedge the variability in interest cash flows associated with our variable- rate loans under our credit facilities. The interest rate swaps require us to make fixed- rate payments based on a total notional amount of \$ 150 million and an average annual rate of approximately 4.40 % in exchange for the receipt of variable- rate amounts over a three- year term ending in August 2026. See Note 15- Derivative Financial Instruments in Part II, Item 8 of this report for disclosure related to derivative instruments and hedging activities.** See Note 13- Employee Benefits in Part II, Item 8 of this report for disclosure related to qualified and nonqualified retirement plans, which include a defined benefit pension plan, a supplemental executive retirement benefit plan, multiemployer pension plans, defined contribution plans, and a deferred compensation plan. We maintain stand- by letters of credit to provide support for certain obligations, including workers’ compensation and performance bonds. As of August 31, ~~2023-2024~~, we had \$ 8-7 million outstanding under these arrangements. **45-43 / Schnitzer Steel Industries, Inc. dba-Radius Recycling, Inc. Form 10- K Fiscal 2023-2024**

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires us to make certain judgments, estimates, and assumptions regarding uncertainties that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. An accounting estimate is deemed to be critical if it is made based on assumptions and judgments about matters that are inherently uncertain at the time the estimate is made, if different estimates reasonably could have been used, or if changes in the estimate that are reasonably likely to occur could materially impact our consolidated financial statements. Because of the uncertainty inherent in these matters, actual results could differ from the estimates we use. We are not currently aware of any reasonably likely events or circumstances that would result in materially different amounts being reported. Our critical accounting estimates include those related to inventories, **goodwill**, business acquisitions, long- lived assets, ~~goodwill~~, environmental costs, and income taxes. Inventories Our inventories consist of processed and unprocessed scrap metal (ferrous, nonferrous, and mixed nonferrous recovered joint products arising from the manufacturing process), semi- finished steel products (billets), finished steel products (primarily rebar, wire rod, and merchant bar), used and salvaged vehicles, and supplies. Inventories are stated at the lower of cost and net realizable value. We consider estimated future selling prices when determining the estimated net realizable value of our inventory. As we generally sell our recycled ferrous metal under contracts that provide for shipment within 30 to 60 days after the price is agreed, we utilize the selling prices under committed contracts and sales orders for determining the estimated net realizable value of quantities on hand that will be shipped under these contracts and sales orders. The accounting process we use to record ferrous scrap metal quantities relies on significant estimates. With respect

to estimating the quantities of unprocessed ferrous scrap metal inventory that are moved into production, we rely on weighed quantities of the processed ferrous material, adjusted for estimated metal recoveries and yields that are based on historical trends and other judgments by management. Actual recoveries and yields can vary depending on product quality, moisture content, and the source of the unprocessed metal. The Company's estimates are intended to reasonably reflect the quantities of unprocessed ferrous scrap metal that are used in the production of processed ferrous metal. To assist in validating the reasonableness of these estimates, we periodically review shrink factors and perform monthly physical inventories. Due to the inherent nature of our scrap metal inventories, including variations in product density, holding period, and production processes utilized to manufacture the products, physical inventories will not necessarily detect all variances for scrap metal inventory such that estimates of quantities are required. To mitigate this risk, we further adjust our ferrous physical inventories when the volume of a commodity is low and a physical inventory count is deemed to more accurately estimate the remaining volume. ~~Goodwill~~ We evaluate goodwill for impairment annually on July 1 and upon the occurrence of certain triggering events or substantive changes in circumstances that indicate that the fair value of goodwill may be impaired. Impairment of goodwill is tested at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (referred to as a "component"). When testing goodwill for impairment, we have the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more-likely-than-not that the estimated fair value of a reporting unit is less than its carrying amount. If we elect to perform a qualitative assessment and determine that an impairment is more-likely-than-not, we are then required to perform the quantitative impairment test, otherwise no further analysis is required. We also may elect not to perform the qualitative assessment and, instead, proceed directly to the quantitative impairment test. When performing the quantitative impairment test, we apply a one-step quantitative test and record the amount of goodwill impairment as the excess of a reporting unit's carrying amount over its fair value, not to exceed the total amount of goodwill allocated to that reporting unit. ~~We~~ **Our quantitative impairment assessment considers both the income approach and the market approach to** estimate the fair value of a reporting unit's using an income approach based on the present value of expected future cash flows utilizing a market-based weighted average cost of capital ("WACC") determined separately for the reporting unit. To estimate the present value of the cash flows that extend beyond the final year in the discounted cash flow analysis, we employ a terminal value technique, whereby we use estimated operating cash flows minus capital expenditures, adjust for changes in working capital requirements in the final year of the analysis, and then discount these estimated cash flows by the WACC to establish the terminal value. 46 / Schnitzer Steel Industries, Inc. dba Radius Reeyeling Form 10-K Fiscal 2023 The determination of fair value using the income approach requires judgment and involves the use of estimates and assumptions about expected future cash flows derived from internal forecasts and the impact of market conditions on those assumptions. Assumptions primarily include revenue growth rates driven by future ferrous and nonferrous commodity price and sales volume expectations, gross margins, selling, general and administrative expense relative to total revenues, capital expenditures, working capital requirements, discount ~~rate~~ **rates based on a reporting unit's weighted average cost of capital** ("WACC"), tax rate, terminal growth rate, benefits associated with a taxable transaction, and synergistic benefits available to market participants. We also use a ~~test the reasonableness of the inputs and outcomes of our discounted cash flow analysis against available~~ market approach ~~data~~. **These estimates change from period to period based on operating results, earnings multiple data and our Company's market capitalization conditions, and other factors and could materially affect the determination of the fair value and potential goodwill impairment for each reporting unit. Our quantitative assessment is sensitive to corroborate changes in underlying estimates and assumptions including the level of margin recovery, the discount rate and terminal growth rate.** 44 / Radius Recycling, Inc. Form 10-K Fiscal 2024 ~~In the third quarter of fiscal 2024, we identified a triggering event that indicated that the goodwill allocated to certain of our reporting units' valuations may be impaired. For~~ ~~We reconcile the Company's market capitalization to two metals recycling reporting units and the aggregated autos reporting unit subject to the quantitative impairment test, the~~ ~~estimated fair value of all each reporting units' unit was less than its carrying~~, including consideration of a control premium representing the estimated amount, ~~resulting a market participant would pay to obtain a controlling interest in~~ **full impairment of the Company allocated goodwill and an aggregate impairment charge of \$ 216 million**. ~~In the fourth quarter of fiscal 2023-2024, we performed the annual goodwill impairment test as of July 1, 2023-2024. As of the testing date, the balance of our goodwill was \$ 269-13 million, which was allocated among four~~ ~~to one~~ reporting units ~~unit~~. All of the approximately \$ 13 million of goodwill carried by one of the reporting units, a recycling services operation, related to the business acquisition that was completed in fiscal 2023. We elected to perform the qualitative assessment for this reporting unit and concluded that it was not more-likely-than-not that the fair value of the reporting unit was less than its carrying value. ~~The remaining \$ 256 million of goodwill as of the testing date~~, ~~and, therefore,~~ **no further impairment testing was required** allocated among three reporting units, which consist of two regional metals recycling operations and our network of auto parts stores. Based primarily on the respective financial and operational performance of each of these three reporting units and the Company overall, as well as the year-over-year decrease in our market capitalization as of the testing date, we elected to not perform the qualitative assessment and to proceed directly to the quantitative impairment test for goodwill allocated to the three reporting units to identify potential impairment and measure an impairment loss, if necessary. The three reporting units for which we performed the quantitative assessment consist of two regional metals recycling operations and our network of auto parts stores. For one of the metals recycling reporting units and the autos reporting unit subject to the quantitative impairment test, the estimated fair value of the reporting unit exceeded its carrying amount by approximately 24% and 33%, respectively, as of July 1, 2023. For the other metals recycling reporting unit, the estimated fair value of the reporting unit was less than its carrying amount, resulting in a partial impairment of goodwill of \$ 39 million. The projections used in the income approach for the metals recycling and autos reporting units took into consideration, as applicable, the impact of recent and current market conditions for ferrous and nonferrous recycled metals and retail auto parts, the cost of obtaining adequate supply flows of scrap metal including end-of-life vehicles, and recent trends in

production and other operating costs. The projections assumed a recovery of operating margins from the levels experienced around the time of the July 1, 2023 measurement date over a multi-year period. The WACC rate used in the income approach valuation for the two metals recycling reporting units was 13.68%, and the WACC rate used for the autos reporting unit was 13.62%. The terminal growth rate used in the income approach valuation for all three reporting units was 2%. A reporting-unit-specific risk premium is embedded in the WACC to reflect the perceived level of uncertainty inherent in each reporting unit's expected future cash flows. For the metals recycling and autos reporting units with no goodwill impairment, assuming all other components of the fair value estimates were held constant, an increase in the WACC of 100 basis points would have decreased the indicated headroom to 13% and 21%, respectively. For the metals recycling reporting unit with partial goodwill impairment, assuming all other components of the fair value estimate were held constant, an increase in the WACC of 100 basis points would have resulted in a material amount of additional impairment of the goodwill allocated to the reporting unit. See Note 8- Goodwill and Other Intangible Assets, net in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report for further detail. As a result of the inherent uncertainty associated with forming the estimates described above, actual results could differ from those estimates. Future events and changing market conditions may impact our assumptions as to future revenue and operating margin growth, WACC, and other factors that may result in changes in our estimates of the reporting units' fair value. Although we believe the assumptions used in testing our reporting units' goodwill for impairment are reasonable, a lack of recovery or further deterioration in market conditions for recycled metals from current levels, a sustained trend of weaker than anticipated financial performance for the reporting units with allocated goodwill, including the pace and extent of operating margin and volume recovery, a lack of recovery or further decline in our share price from current levels for a sustained period, or an increase in the market-based WACC, among other factors, could significantly impact our impairment analysis and may result in future goodwill impairment charges that, if incurred, could have a material adverse effect on our financial condition and results of operations. We recognize the assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree at the acquisition date, measured at their fair values as of that date. Contingent purchase consideration is recorded at fair value at the date of acquisition. Any excess purchase price over the fair value of the net assets acquired is recorded as goodwill. Within one year from the date of acquisition, we may update the value allocated to the assets acquired and liabilities assumed, and the resulting goodwill balance, based on information 47 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023 received regarding the valuation of such assets and liabilities that was not available at the time of purchase. Measuring assets and liabilities at fair value requires us to determine the price that would be paid by a third-party market participant based on the highest and best use of the assets or interests acquired. See Note 7- Business Acquisitions in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report for disclosure of our acquisition of the Columbus Recycling business on October 1, 2021, our acquisition of the Encore Recycling business on April 29, 2022, and our acquisition of the ScrapSource business on November 18, 2022. Long-Lived Assets We test long-lived tangible and intangible assets for impairment at the asset group level, which is determined based on the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. We test our asset groups for impairment when certain triggering events or changes in circumstances indicate that the carrying value of the asset group may be impaired. If the carrying value of the asset group is not recoverable because it exceeds the estimate of future undiscounted cash flows from the use and eventual disposition of the asset group, an impairment loss is recognized by the amount the carrying value exceeds its fair value, if any. The impairment loss is allocated to the long-lived assets of the group on a pro rata basis using the relative carrying amounts of those assets, except that the loss allocated to an individual long-lived asset of the group shall not reduce the carrying amount of that asset below its fair value. Fair value is determined using one or more of the income, market, or cost approaches, depending on the nature of the asset group. Determination of fair value is considered a critical accounting estimate. In fiscal 2023-2024, we did not identify any triggering events or changes in circumstances indicating that the carrying value of a material asset group may be impaired. Environmental Costs We operate in industries that inherently possess environmental risks. To manage these risks, we employ both our own environmental staff and outside consultants. Environmental management and finance personnel meet regularly to discuss environmental risks. We estimate future costs for known environmental remediation requirements and accrue for them on an undiscounted basis when it is probable that we have incurred a liability and the related costs can be reasonably estimated but the timing of incurring the estimated costs is unknown. The regulatory and government management of these projects is complex, which is one of the primary factors that make it difficult to assess the cost of potential and future remediation. When only a wide range of estimated amounts can be reasonably established and no other amount within the range is better than any other, the low end of the range is recorded in the financial statements. If further developments or resolution of an environmental matter result in facts and circumstances that are significantly different than the assumptions used to develop these liabilities, the accrual for environmental remediation could be materially understated or overstated. Adjustments to these liabilities are made when additional information becomes available that affects the estimated costs to study or remediate any environmental issues or when expenditures for which accruals are established are made. The factors we consider in the recognition and measurement of environmental liabilities include: • Current regulations, both at the time the liability is established and during the course of the investigation or remediation process, which specify standards for acceptable remediation; • Information about the site which becomes available as the site is studied and remediated; • The professional judgment of senior level internal staff and outside consultants, who take into account similar, recent instances of environmental remediation issues, and studies of our sites, among other considerations; 45 / Radius Recycling, Inc. Form 10-K Fiscal 2024 • Available technologies that can be used for remediation; and • The number and financial condition of other potentially responsible parties and the extent of their responsibility for the costs of study and remediation. Our accrued environmental liabilities as of August 31, 2023-2024 included \$ 5.8 million related to the Portland Harbor Superfund site. Because the final remedial actions have not yet been designed and there has not been a final determination of the amount of natural resource damages or of the allocation among the potentially responsible parties of costs of the investigations, or remedial

action costs, we believe it is not possible to reasonably estimate the amount or range of costs which we are likely or which it is reasonably possible that we may incur in connection with Portland Harbor, although such costs could be material to our financial position, results of operations, cash flows, and liquidity. Therefore, no additional amounts have been accrued. Further, we have been notified that we are or may be a potentially responsible party at sites other than Portland Harbor which are currently or formerly owned or operated by us or at other sites where we may have responsibility for such costs due to past disposal or other activities. See “Contingencies – Environmental” in Note 10- Commitments and Contingencies in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report. **48 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023**

Valuation Allowances We assess the realizability of our deferred tax assets on a quarterly basis through an analysis of potential sources of future taxable income, including prior year taxable income available to absorb a carryback of tax losses, reversals of existing taxable temporary differences, tax planning strategies, and forecasts of taxable income. We consider all negative and positive evidence, including the weight of the evidence, to determine if valuation allowances against deferred tax assets are required. Due to the significant judgment involved, realizability of our deferred tax assets is considered a critical accounting estimate. We continue to maintain valuation allowances against certain **U. S. federal, state and Canadian foreign** deferred tax assets. Realization of the deferred tax assets is dependent upon generating sufficient taxable income in the associated tax jurisdictions in future years to benefit from the reversal of net deductible temporary differences. ~~We will continue to regularly assess the realizability of deferred tax assets.~~ Changes in historical earnings performance and future earnings projections, among other factors, may cause us to adjust our valuation allowance on deferred tax assets, which would impact our results of operations in the period we determine that these factors have changed. **On August 16, 2022, the Inflation Reduction Act of this report (“IRA- Recently Issued Accounting Standards For a description of recent accounting pronouncements that may have an impact on our financial condition, results of operations, or cash flows, see Note 3- Recent Accounting Pronouncements in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report.** Debt, net of cash is the difference between (i) the sum of long- term debt and short- term borrowings (i. e., total debt) and (ii) cash and cash equivalents. We believe that presenting debt, net of cash is useful to investors as a measure of our leverage, as cash and cash equivalents can be used, among other things, to repay indebtedness. The following is a reconciliation of debt, net of cash (in thousands): August 31, **2023** August 31, **2022** Short- term borrowings \$ **5, 688** \$ **5, 813** Long- term debt, net of current maturities **409, 082** **243, 579** **242, 521** Total debt **414, 770** **249, 392** **248, 562** Less cash and cash equivalents **5, 552** **6, 032** **43, 803** Total debt, net of cash **409, 218** \$ **243, 360** \$ **204, 759** Net borrowings (repayments) of debt Net borrowings (repayments) of debt is the sum of borrowings from long- term debt and repayments of long- term debt. We present this amount as the net change in our borrowings (repayments) for the period because we believe it is useful for investors as a meaningful presentation of the change in debt. **46 / Radius Recycling, Inc. Form 10- K Fiscal 2024** The following is a reconciliation of net (repayments) borrowings of debt (in thousands): Fiscal **2024** Fiscal **2023** Fiscal **2022** Fiscal **2021** Borrowings from long- term debt \$ **770, 609** \$ **625, 228** \$ **1, 055, 106** \$ **546, 706** Repayments of long- term debt (**609, 516**) (**628, 020**) (**889, 127**) (**578, 030**) Net (repayments) borrowings of debt \$ **161, 093** \$ (**2, 792**) \$ **165, 979** \$ (**31, 324**) **49 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023** Adjusted EBITDA, adjusted selling, general, and administrative expense, adjusted income from continuing operations attributable to Radius shareholders, and adjusted diluted earnings per share from continuing operations attributable to Radius shareholders Management believes that providing these non- GAAP financial measures adds a meaningful presentation of our results from business operations excluding adjustments for goodwill impairment charges, ~~other asset impairment charges (net of recoveries), legacy environmental matters (net of recoveries),~~ **restructuring charges and other exit- related activities , other asset impairment charges (net of recoveries), legacy environmental matters (net of recoveries), amortization of capitalized cloud computing implementation costs**, business development costs not related to ongoing operations including pre- acquisition expenses, charges related to non- ordinary course legal settlements, and the income tax benefit allocated to these adjustments, items which are not related to underlying business operational performance, and improves the period- to- period comparability of our results from business operations. Following are reconciliations of net **income** (loss) ~~income~~ to adjusted EBITDA, and adjusted selling, general, and administrative expense (in thousands): Year Ended August 31, Reconciliation of adjusted EBITDA: Net **income** (loss) ~~income~~ \$ (**266, 224**) \$ (**25, 438**) \$ **171, 996** \$ **169, 975** Loss from discontinued operations, net of tax Interest expense **26, 898** **18, 589** **8, 538** **5, 285** Income tax **expense** (benefit) **expense** (**55, 285**) (**2, 747**) **44, 597** **37, 935** Depreciation and amortization **96, 762** **89, 760** **75, 053** **58, 599** Goodwill impairment charges **215, 941** **39, 270** — — **Restructuring charges and other exit- related activities** **6, 729** **2, 730** Other asset impairment charges, net (**1, 052**) **11, 252** **1, 570** — — **Charges for legacy environmental matters, net** (**2**) **1, 139** **10, 370** **7, 518** **Amortization of cloud computing software costs** (**3**) — — **13, 773** **Restructuring charges and other exit- related activities** **2, 730** **1, 008** Business development costs **2, 693** **2, 155** **Charges related to legal settlements** (**3**) — — **Adjusted EBITDA** \$ **29, 271** \$ **144, 327** \$ **312, 715** \$ **289, 209** Selling, general and administrative expense: As reported \$ **248, 336** \$ **265, 929** \$ **263, 257** \$ **242, 463** **Charges for legacy environmental matters, net** (**2**) (**1, 139**) (**10, 370**) (**7, 518**) (**13, 773**) **Business development costs** (**324**) (**432**) (**2, 693**) (**2, 155**) **Adjusted** \$ **246, 873** \$ **255, 127** \$ **253, 046** \$ **226, 535** (1) For the **year- years** ended August 31, **2024 and 2023**, **other** asset impairment charges included \$ **1 million and \$ 5 million , respectively**, of impairment and other adjustments of an equity investment to fair value reported within “ Other ~~loss- expense~~, net ” on the Consolidated Statement of Operations. (2) Legal and environmental charges, net of recoveries, for legacy environmental matters including those related to **the** Portland Harbor **Superfund site** and to other legacy environmental loss contingencies. See Note 10- Commitments and Contingencies, “ Portland Harbor ” and “ Other Legacy Environmental Loss Contingencies ” in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report. (3) **Amortization of cloud computing software costs consists of expense recognized in cost of goods sold and selling, general, and administrative expense resulting from amortization of capitalized implementation costs for cloud computing IT systems. This expense is not included in depreciation and**

amortization. No amortization of cloud computing software costs was incurred prior to the first quarter of fiscal 2024; therefore, prior period Adjusted EBITDA amounts are not impacted. (4) Charges related to legal settlements in fiscal 2022 and 2021 relate to a claim by a utility provider for past charges. 50-47 Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023-2024 Following are reconciliations of adjusted income (loss) from continuing operations attributable to Radius shareholders and adjusted diluted earnings (loss) per share from continuing operations attributable to Radius shareholders (in thousands, except per share data): Year Ended August 31, Income (loss) from continuing operations attributable to Radius shareholders: As reported \$ (266, 335) \$ (25, 682) \$ 168, 883 \$ 165, 491 Goodwill impairment charges 215, 941 39, 270 — Restructuring charges and other exit- related activities 6, 729 2, 730 Other asset impairment charges, net (1) 2, 052 11, 252 1, 570 — Charges for legacy environmental matters, net (2) 1, 139 10, 370 7, 518 13, 773 Restructuring charges and other exit- related activities 2, 730 1, 008 Business development costs 2, 693 2, 155 Charges related to legal settlements (3) — — Income tax benefit allocated to adjustments (4) (36, 038) (14, 080) (1, 992) (3, 712) Adjusted \$ (76, 188) \$ 24, 292 \$ 179, 339 \$ 178, 815 Diluted earnings (loss) per share from continuing operations attributable to Radius shareholders: As reported \$ (9. 37) \$ (0. 92) \$ 5. 72 \$ 5. 66 Goodwill impairment charges, per share 7. 60 1. 40 — Restructuring charges and other exit- related activities, per share 0. 24 0. 10 — Other asset impairment charges, net, per share (1) 0. 07 0. 40 0. 05 — Charges for legacy environmental matters, net, per share (2) 0. 04 0. 37 0. 25 Business development costs 0. 47 Restructuring charges and other exit- related activities, per share 0. 10 0. 02 0. 09 Charges related to legal settlements, per share (3) — — 0. 03 Business development costs, per share 0. 02 0. 09 0. 07 Charges related to legal settlements, per share (3) — — 0. 02 0. 01 Income tax benefit allocated to adjustments, per share (4) (1. 27) (0. 50) (0. 07) (0. 13) Effect of dilutive shares, per share (5) — (0. 02) — — Adjusted (6) \$ (2. 68) \$ 0. 85 \$ 6. 07 \$ 6. 13 (1) For the year years ended August 31, 2024 and 2023, other asset impairment charges included \$ 1 million (\$ 0. 02 per share before income tax) and \$ 5 million (\$ 0. 19 per share before income tax) of impairment and other adjustments of an equity investment to fair value reported within “Other loss expense”, net” on the Consolidated Statement of Operations. (2-3) Charges related to Legal-legal and environmental settlements in fiscal 2022 relate to a claim by a utility provider for past charges, net of recoveries, for legacy environmental matters including those related to the Portland Harbor Superfund site and to other legacy environmental loss contingencies. See Note 10- Commitments and Contingencies, “Portland Harbor” and “Other Legacy Environmental Loss Contingencies” in the Notes to the Consolidated Financial Statements in Part II, Item 8 of this report. (4) Income tax allocated to the aggregate adjustments reconciling reported and adjusted income (loss) from continuing operations attributable to Radius shareholders and diluted earnings (loss) per share from continuing operations attributable to Radius shareholders is determined based on a tax provision calculated with and without the adjustments. (5) For the year ended August 31, 2023, adjusted diluted earnings (loss) per share from continuing operations attributable to Radius shareholders reflects the inclusion of an incremental 652 thousand common stock equivalent shares attributable to dilutive share- based compensation awards that were antidilutive for the purpose of calculating the comparable GAAP loss per share measure. (6) May not foot due to rounding. 51-48/ Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023-2024 ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK Commodity Price Risk We are exposed to commodity price risk, mainly associated with variations in the market price for ferrous and nonferrous metals, including recycled metal, finished steel products, auto bodies, and other commodities. The timing and magnitude of industry cycles are difficult to predict and are impacted by general economic conditions. We respond to increases and decreases in forward selling prices by adjusting purchase prices. We actively manage our exposure to commodity price risk and monitor the actual and expected spread between forward selling prices and purchase costs and processing and shipping expense. Sales contracts are based on prices negotiated with our customers, and generally orders are placed 30 to 60 days ahead of the shipment date. However, financial results may be negatively impacted when forward selling prices fall more quickly than we can adjust purchase prices or when customers fail to meet their contractual obligations. We assess the net realizable value of inventory (“NRV”) each quarter based upon contracted sales orders and estimates of future selling prices. For our uncommitted inventories Based on contracted sales and estimates of future selling prices, a 10 % decrease in the selling price of inventory would not have had a material NRV impact as of August 31, 2024 and 2023 and 2022. Interest Rate Risk We are exposed to market risk associated with changes in interest rates related to our debt obligations. Our revolving credit facility is subject to variable interest rates and therefore have exposure to changes in interest rates. We may at times use derivative instruments to manage some portion of this risk. Our interest rate swap derivatives are agreements with independent counterparties that provide for payments based on a notional amount and are designed to hedge the variability in cash flows resulting from variable interest rates for a portion of our credit facilities. If market interest rates had changed 10 % from actual interest rate levels in fiscal 2024 or 2023, including the effect of or our 2022 interest rate swaps, the effect on our interest expense and net income would not have been material. Credit Risk Credit risk relates to the risk of loss that might occur as a result of non- performance by counterparties of their contractual obligations to take delivery of recycled metal and finished steel products and to make financial settlements of these obligations, or to provide sufficient quantities of recycled scrap metal or payment to settle advances, loans and other contractual receivables in connection with demolition and scrap extraction projects. We manage our exposure to credit risk through a variety of methods, including shipping recycled ferrous metal exports under letters of credit, collection of deposits prior to shipment for certain nonferrous export customers, establishment of credit limits for certain sales on open terms, credit insurance and designation of collateral and financial guarantees securing advances, loans, and other contractual receivables. We have experienced fluctuations reductions in the availability of credit insurance that we have historically used to cover a portion of our recycled metal and finished steel sales to domestic customers, which in cases of reduced availability may increase our exposure to customer credit risk. In addition, in higher or rising commodity price environments, we have experienced proportionately lower credit insurance coverage of applicable customer credit limits, which may increase our exposure to customer credit risk. Historically, we have shipped almost all of our large shipments of recycled ferrous metal to foreign customers under contracts supported by letters of credit issued or

confirmed by banks deemed creditworthy. The letters of credit ensure payment by the customer. As we generally sell export recycled ferrous metal under contracts or orders that generally provide for shipment within 30 to 60 days after the price is agreed, our customers typically do not have difficulty obtaining letters of credit from their banks in periods of rising ferrous prices, as the value of the letters of credit are collateralized by the value of the inventory on the ship. However, in periods of significantly declining prices, or due to country-specific currency limitations, our customers may not be able to obtain letters of credit for the full sales value of the inventory to be shipped. As of August 31, ~~2024 and 2023 and 2022~~, **28 % and 38 % and 24 %**, respectively, of our accounts receivable balance ~~were was~~ covered by letters of credit, and the amount of past due receivables was not material. Foreign Currency Exchange Rate Risk We are exposed to foreign currency exchange rate risk, mainly associated with sales transactions and related accounts receivable denominated in the U. S. Dollar by our Canadian subsidiary with a functional currency of the Canadian Dollar. In certain instances, we may use derivatives to manage some portion of this risk. As of August 31, ~~2024 and 2023 and 2022~~, we did not have any derivative contracts to manage our foreign currency exchange rate risk. ~~52-49/ Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.~~ Form 10- K Fiscal ~~2023-2024~~ ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA Management's Annual Report on Internal Control Over Financial Reporting Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a- 15 (f) and 15d- 15 (f) under the Securities Exchange Act of 1934. The Company's internal control over financial reporting is a process designed by, or under the supervision of, the Company's principal executive and principal financial officers and effected by the Company's Board of Directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting includes policies and procedures that relate to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the Company; provide reasonable assurance that transactions are recorded as necessary to permit the preparation of the Company's consolidated financial statements in accordance with generally accepted accounting principles and that the receipts and expenditures of the Company are being made only in accordance with authorization of the Company's management and directors; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the Company's consolidated financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projection of any evaluation of effectiveness to future periods is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies and procedures may deteriorate. Management of the Company assessed the effectiveness of the Company's internal control over financial reporting using the criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). Based on its assessment, management determined that the Company's internal control over financial reporting was effective as of August 31, ~~2023-2024~~. ~~As permitted by SEC guidance for newly acquired businesses, management's assessment of the Company's internal control over financial reporting did not include an assessment of internal control over financial reporting of the ScrapSource business acquired by the Company on November 18, 2022. The ScrapSource business represented less than 2 % of consolidated total assets and less than 1 % of consolidated total revenues as of and for the year ended August 31, 2023.~~ PricewaterhouseCoopers LLP, the independent registered public accounting firm that audited the Company's consolidated financial statements included in this Annual Report, also audited the effectiveness of the Company's internal control over financial reporting as of August 31, ~~2023-2024~~, as stated in their report included herein. Tamara L. Lundgren Stefano R. Gaggini Chairman, President and Chief Executive Officer Senior Vice President and Chief Financial Officer ~~October 25-24, 2023-2024~~ **October 25-24, 2023-2024** / ~~Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.~~ Form 10- K Fiscal ~~2023-2024~~ Report of Independent Registered Public Accounting Firm To the Board of Directors and Shareholders of ~~Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.~~ **Inc.** Opinions on the Financial Statements and Internal Control over Financial Reporting We have audited the accompanying consolidated balance sheets of ~~Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.~~ and its subsidiaries (the “Company”) as of August 31, ~~2024 and 2023 and 2022~~, and the related consolidated statements of operations, of comprehensive ~~income~~ **income** (loss) ~~income~~, of equity and of cash flows for each of the three years in the period ended August 31, ~~2023-2024~~, including the related notes and financial statement schedule listed in the index appearing under Item 15 (a) (2) (collectively referred to as the “consolidated financial statements”). We also have audited the Company's internal control over financial reporting as of August 31, ~~2023-2024~~, based on criteria established in Internal Control- Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of August 31, ~~2024 and 2023 and 2022~~, and the results of its operations and its cash flows for each of the three years in the period ended August 31, ~~2023-2024~~ in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of August 31, ~~2023-2024~~, based on criteria established in Internal Control- Integrated Framework (2013) issued by the COSO. Basis for Opinions The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control ~~Over-over~~ Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U. S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain

reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

~~As described in Management's Annual Report on Internal Control Over Financial Reporting, management has excluded the ScrapSource business from its assessment of internal control over financial reporting as of August 31, 2023 because it was acquired by the Company in a purchase business combination during fiscal 2023. We have also excluded the ScrapSource business from our audit of internal control over financial reporting. The ScrapSource business is a wholly-owned subsidiary whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting represent approximately 2% and 1%, respectively, of the related consolidated financial statement amounts as of and for the year ended August 31, 2023.~~

Definition and Limitations of Internal Control over Financial Reporting A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

51 / Radius Recycling, Inc. Form 10- K Fiscal 2024 Critical Audit Matters The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Goodwill Impairment Assessment – One of the..... Recycling Form 10- K Fiscal 2023 Volume of Ferrous Metal Inventory As described in Notes 2 and 4 to the consolidated financial statements, the Company's processed and unprocessed scrap metal inventory was \$ ~~144~~ **137** million as of August 31, ~~2023~~ **2024**, of which processed and unprocessed ferrous metal inventory represents a significant portion. The accounting process the Company uses to record ferrous scrap metal quantities relies on significant estimates. With respect to estimating the quantities of unprocessed ferrous scrap metal inventory that are moved into production, management relies on weighed quantities of the processed ferrous material, adjusted for estimated metal recoveries and yields that are based on historical trends and other judgments by management. Actual recoveries and yields can vary depending on product quality, moisture content, and the source of the unprocessed metal. The Company's estimates are intended to reasonably reflect the quantities of unprocessed ferrous scrap metal that are used in the production of processed ferrous metal. To assist in validating the reasonableness of these estimates, management periodically reviews shrink factors and performs monthly physical inventories. Due to the inherent nature of the Company's scrap metal inventories, including variations in product density, holding period, and production processes utilized to manufacture the products, physical inventories will not necessarily detect all variances for scrap metal inventory such that estimates of quantities are required. To mitigate this risk, the Company further adjusts its ferrous physical inventories when the volume of a commodity is low and a physical inventory count is deemed to more accurately estimate the remaining volume. The principal considerations for our determination that performing procedures relating to the volume of ferrous metal inventory is a critical audit matter are a high degree of auditor effort in performing procedures and evaluating audit evidence related to the ferrous metal inventory volumes. Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the ferrous metal inventory volumes, including the ferrous metal recoveries and yields. These procedures also included, among others, (i) testing inventory quantities received; (ii) assessing the reasonableness of management's estimated yields by comparing them to actual yields of ultimate ferrous metal recoveries; (iii) testing ferrous metal inventory shipments; (iv) observing certain of management's physical inventory counts; (v) assessing rollforward activity between the time of the inventory counts observed and year-end; and (vi) considering whether evidence obtained in other areas of the audit is consistent with management's estimates related to ferrous metal inventory volumes.

Goodwill Impairment Assessment – One of the Metals Recycling Reporting Units and the Autos Reporting Unit As described in Notes 2 and 8 to the consolidated financial statements, the Company's goodwill balance was \$ 13 million as of August 31, 2024. Management evaluates goodwill for impairment annually on July 1 and upon the occurrence of certain

triggering events or substantive changes in circumstances that indicate that the fair value of goodwill may be impaired. **When Management may elect not to perform performing a the qualitative assessment and, instead, proceed directly to the quantitative impairment test** . The quantitative impairment test entails estimating the fair value of each reporting unit with allocated goodwill and comparing it to the reporting unit's carrying amount. Management **management** records the amount of goodwill impairment as the excess of a reporting unit's carrying amount over its fair value, **if any,** not to exceed the total amount of goodwill allocated to that reporting unit. **In the third quarter of fiscal 2024, based primarily on the respective financial and operational performance of the reporting units, as well as the sustained decrease in the Company's market capitalization, Management management identified a triggering event for three of its reporting units (two related to metals recycling, and one related to autos). The evaluation resulted in full impairment of the allocated goodwill and an aggregate impairment charge of \$ 216 million, a substantial portion of which related to one of the metals recycling reporting units and the autos reporting unit. When management performs a quantitative goodwill impairment test, they consider both the income approach and market approach to estimate estimate the fair value of the reporting units subject to the quantitative impairment test as of July 1, 2023 using an income approach based on the present value of expected future cash flows, including terminal value, utilizing a market-based weighted average cost of capital (WACC) determined separately for each reporting unit. The determination of fair value under this using the income approach involves the use of estimates and assumptions, including revenue growth rates driven by future ferrous and nonferrous commodity price and sales volume expectations, gross margins, selling, general, and administrative expense relative to total revenues, capital expenditures, working capital requirements, discount rate (WACC), tax rate, terminal growth rate, benefits associated with a taxable transaction, and synergistic benefits available to market participants. For one of the metals recycling reporting units subject to the quantitative impairment test, the estimated fair value of the reporting unit was less than its carrying amount, resulting in a partial impairment of goodwill of \$ 39 million in the year ended August 31, 2023. The Company's goodwill balance was \$ 229 million as of August 31, 2023, which includes goodwill related to one of the metals recycling reporting units subject to a quantitative impairment test as of July 1, 2023. The principal considerations for our determination that performing procedures relating to the interim goodwill impairment assessment of one of the metals recycling reporting units and the autos reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the reporting unit units ; (ii) a high degree of auditor judgment, subjectivity, and 52 / Radius Recycling, Inc. Form 10- K Fiscal 2024 effort in performing procedures and evaluating management's significant assumptions related to gross margins of both reporting units the future ferrous commodity price expectations and the WACC; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge. Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's interim goodwill impairment assessment, including controls over the valuation of one of the metals recycling reporting units and the autos reporting units unit subject to the quantitative impairment test. These procedures also included, among others, (i) testing management's process for developing the fair value estimate of one of the metals recycling reporting units; (ii) evaluating the appropriateness of the income approach used by management; (iii) testing the completeness and accuracy of underlying data used in the income approach; and (iv) evaluating the significant assumptions used by management related to gross margins the future ferrous commodity price expectations and the WACC. Evaluating management's assumption assumptions related to gross margins the future ferrous commodity price expectations involved evaluating whether the assumption used by management was reasonable considering (i) the current and past performance of one of the metals recycling reporting units; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating the appropriateness of the income approach. / s /**

PricewaterhouseCoopers LLP We have served as the Company's auditor since 1976, which includes periods before the Company became subject to SEC reporting requirements. 56 53 / **Schnitzer Steel Industries, Inc. dba Radius Recycling , Inc.** Form 10- K Fiscal 2023 ~~CONSOLIDATED~~ **2024 CONSOLIDATED** BALANCE SHEETS (In thousands, except per share amounts) (Currency — U. S. Dollar) August 31, Assets Current assets: Cash and cash equivalents \$ **5, 552** \$ 6, 032 ~~\$ 43, 803~~ Accounts receivable, net **258, 157** 210, 442 ~~237, 654~~ Inventories **293, 932** 278, 642 ~~315, 189~~ Refundable income taxes 3, 245 ~~4, 696~~ Prepaid expenses and other current assets **50, 563** 51, 979 ~~73, 044~~ Total current assets **609, 127** 550, 340 ~~671, 386~~ Property, plant and equipment, net **672, 192** 706, 805 ~~664, 120~~ Operating lease right- of- use assets **123, 546** 115, 686 ~~122, 413~~ Investments in joint ventures **9, 841** 10, 750 ~~12, 841~~ Goodwill **13, 105** 229, 419 ~~255, 198~~ Intangibles, net **28, 656** 32, 540 ~~26, 155~~ Deferred income taxes **18, 577** 22, 713 ~~24, 598~~ Other assets **58, 725** 47, 696 ~~49, 886~~ Total assets \$ **1, 715 533** , 949 ~~769~~ \$ 1, 826 ~~715~~ , 597 ~~949~~ Liabilities and Equity Current liabilities: Short- term borrowings \$ 5, **688** \$ 5, 813 ~~\$ 6, 041~~ Accounts payable **202, 498** 209, 423 ~~217, 689~~ Accrued payroll and related liabilities **24, 654** 35, 144 ~~59, 702~~ Environmental liabilities 13, **232** ~~13, 743~~ ~~13, 031~~ Operating lease liabilities 19, **262** ~~19, 835~~ ~~21, 660~~ Accrued income taxes 3, **856** ~~3, 856~~ Other accrued liabilities **51, 233** 39, 614 ~~59, 594~~ Total current liabilities **316, 570** 323, 930 ~~381, 573~~ Deferred income taxes **4, 472** 58, 617 ~~63, 328~~ Long- term debt, net of current maturities **409, 082** 243, 579 ~~242, 521~~ Environmental liabilities, net of current portion **52, 417** 53, 034 ~~55, 469~~ Operating lease liabilities, net of current maturities **104, 246** 96, 086 ~~101, 651~~ Other long- term liabilities **21, 242** 29, 044 ~~23, 581~~ Total liabilities **908, 029** 804, 290 ~~868, 123~~ Commitments and contingencies (Note 10) Radius Recycling (" Radius ") shareholders' equity: Preferred stock — 20, 000 shares \$ 1. 00 par value authorized, none issued — — Class A common stock — 75, 000 shares \$ 1. 00 par value authorized, 27, **839 and 27,** 312 ~~and 26, 747~~ shares issued and outstanding 27, **839 27,** 312 ~~26, 747~~ Class B common stock — 25, 000 shares \$ 1. 00 par value authorized, 200 and 200 shares issued and outstanding Additional paid- in capital **28, 828** 26, 035 ~~22, 975~~ Retained earnings **606, 417** 894, 316 ~~941, 146~~ Accumulated other comprehensive loss (**40, 172**) (39, 683) (37, 089) Total Radius shareholders' equity **623, 112** 908, 180 ~~953, 979~~ Noncontrolling interests **2, 628** 3, 479 ~~4, 495~~ Total equity **625, 740** 911, 659 ~~958, 474~~ Total liabilities and equity \$ **1, 715 533** , 949 ~~769~~ \$ 1, 826 ~~715~~ , 597 ~~949~~

See Notes to the Consolidated Financial Statements. ~~57-54~~ / ~~Schnitzer Steel Industries, Inc. dba~~ Radius Recycling, Inc. Form 10-K Fiscal ~~2023-2024~~ CONSOLIDATED STATEMENTS OF OPERATIONS Year Ended August 31, Revenues \$ ~~2, 738, 692~~ ~~\$ 2, 882, 224~~ \$ ~~3, 485, 815~~ ~~\$ 2, 758, 551~~ Operating expense: Cost of goods sold ~~2, 561, 591~~ ~~2, 574, 513~~ ~~2, 997, 745~~ ~~2, 305, 357~~ Selling, general and administrative ~~248, 336~~ ~~265, 929~~ ~~263, 257~~ ~~242, 463~~ (Income) from joint ventures ~~(1, 400)~~ ~~(2, 090)~~ ~~(2, 740)~~ ~~(4, 006)~~ Goodwill impairment charges ~~215, 941~~ ~~39, 270~~ — — Other asset impairment charges, net ~~1, 476~~ ~~5, 797~~ ~~1, 570~~ — Restructuring charges and other exit-related activities ~~6, 729~~ ~~2, 730~~ ~~1, 008~~ Operating ~~income~~ (loss) ~~income~~ ~~(293, 981)~~ ~~(3, 925)~~ ~~225, 906~~ ~~213, 729~~ Interest expense ~~(26, 898)~~ ~~(18, 589)~~ ~~(8, 538)~~ Other expense, net ~~(554)~~ ~~(5, 285)~~ ~~(562)~~ Other ~~(692)~~ ~~Income~~ (loss), net ~~(5, 562)~~ ~~(692)~~ ~~(455)~~ (Loss) ~~income~~ from continuing operations before income taxes ~~(321, 433)~~ ~~(28, 076)~~ ~~216, 676~~ ~~207, 989~~ Income tax (expense) benefit (expense) ~~55, 285~~ ~~2, 747~~ ~~(44, 597)~~ ~~(37, 935)~~ (Loss) ~~income~~ ~~Income~~ (loss) from continuing operations ~~(266, 148)~~ ~~(25, 329)~~ ~~172, 079~~ ~~170, 054~~ Loss from discontinued operations, net of tax ~~(76)~~ ~~(109)~~ ~~(83)~~ ~~(79)~~ Net ~~income~~ (loss) ~~income~~ ~~(266, 224)~~ ~~(25, 438)~~ ~~171, 996~~ ~~169, 975~~ Net income attributable to noncontrolling interests ~~(187)~~ ~~(353)~~ ~~(3, 196)~~ ~~(4, 863)~~ Net ~~income~~ (loss) ~~income~~ attributable to Radius shareholders \$ ~~(266, 411)~~ ~~(25, 791)~~ ~~\$ 168, 800~~ ~~\$ 165, 112~~ Net ~~income~~ (loss) ~~income~~ per share attributable to Radius shareholders: Basic: (Loss) ~~income~~ ~~Income~~ (loss) per share from continuing operations \$ ~~(9. 37)~~ ~~(0. 92)~~ ~~\$ 6. 01~~ ~~\$ 5. 90~~ Net ~~income~~ (loss) ~~income~~ per share \$ ~~(9. 38)~~ ~~(0. 92)~~ ~~\$ 6. 01~~ ~~\$ 5. 90~~ Diluted: (Loss) ~~income~~ ~~Income~~ (loss) per share from continuing operations \$ ~~(9. 37)~~ ~~(0. 92)~~ ~~\$ 5. 72~~ ~~\$ 5. 66~~ Net ~~income~~ (loss) ~~income~~ per share \$ ~~(9. 38)~~ ~~(0. 92)~~ ~~\$ 5. 72~~ ~~\$ 5. 66~~ Weighted average number of common shares: Basic ~~28, 417~~ ~~28, 008~~ ~~28, 084~~ ~~27, 982~~ Diluted ~~28, 417~~ ~~28, 008~~ ~~29, 529~~ ~~55~~ ~~29, 193~~ ~~58~~ / ~~Schnitzer Steel Industries, Inc. dba~~ Radius Recycling, Inc. Form 10-K Fiscal ~~2023-2024~~ CONSOLIDATED STATEMENTS OF COMPREHENSIVE ~~INCOME~~ (LOSS) ~~INCOME~~ (In thousands) Year Ended August 31, Net ~~income~~ (loss) ~~income~~ ~~\$ (266, 224)~~ ~~\$ (25, 438)~~ ~~\$ 171, 996~~ ~~\$ 169, 975~~ Other comprehensive (loss) ~~income~~, net of tax: Foreign currency translation adjustments ~~(338)~~ ~~(2, 661)~~ ~~(3, 070)~~ ~~2, 575~~ Cash flow hedges, net ~~(1, 124)~~ ~~(304)~~ — — Pension obligations, net ~~(258)~~ Total other comprehensive (loss), net of tax ~~(489)~~ ~~(2, 535)~~ Comprehensive ~~income~~ ~~(266, 224)~~ ~~(25, 438)~~ ~~171, 996~~ ~~169, 975~~ Less comprehensive income attributable to noncontrolling interests ~~(187)~~ ~~(353)~~ ~~(3, 196)~~ ~~(4, 863)~~ Comprehensive ~~income~~ (loss) ~~income~~ attributable to Radius shareholders \$ ~~(266, 900)~~ ~~(28, 385)~~ ~~\$ 166, 265~~ ~~\$ 167, 429~~ ~~59~~ / ~~Schnitzer Steel Industries, Inc. dba~~ Radius Recycling, Inc. Form 10-K Fiscal ~~2023-2024~~ CONSOLIDATED STATEMENTS OF EQUITY Common Stock Additional Accumulated Other Total Radius Class A Class B Paid- in Retained Comprehensive Shareholders' Noncontrolling Total Shares Amount Shares Amount Capital Earnings Loss Equity Interests Equity Balance as of August 31, ~~2020~~ ~~2021~~ ~~26~~ ~~27~~, ~~899~~ ~~332~~ \$ ~~26~~ ~~27~~, ~~899~~ ~~332~~ \$ ~~36~~ ~~49~~, ~~616~~ ~~074~~ \$ ~~649~~ ~~793~~, ~~863~~ ~~712~~ \$ ~~(36~~ ~~34~~, ~~871~~ ~~554)~~ \$ ~~676~~ ~~835~~, ~~707~~ ~~764~~ \$ ~~3~~ ~~4~~, ~~729~~ ~~015~~ \$ ~~680~~ ~~839~~, ~~436~~ ~~779~~ Net income — — — — — ~~165~~ ~~168~~, ~~112~~ ~~800~~ — ~~165~~ ~~168~~, ~~112~~ ~~4~~ ~~800~~ ~~3~~, ~~863~~ ~~169~~ ~~196~~ ~~171~~, ~~975~~ ~~996~~ Other comprehensive ~~income~~ ~~loss~~, net of tax — — — — — ~~(2, 317~~ ~~535)~~ ~~(2, 317~~ ~~535)~~ ~~(2, 317~~ ~~535)~~ Distributions to noncontrolling interests — — — — — ~~(4~~ ~~2~~, ~~577~~ ~~716)~~ ~~(4~~ ~~2~~, ~~577~~ ~~716)~~ Share repurchases (944) ~~(944)~~ — — ~~(33, 304)~~ — — ~~(34, 248)~~ — — ~~(34, 248)~~ Issuance of restricted stock — — — — — ~~(657~~ ~~568)~~ — — — — — ~~(657~~ ~~568)~~ Restricted stock withheld for taxes ~~(224~~ ~~209)~~ ~~(224~~ ~~209)~~ — — ~~(5~~ ~~10~~, ~~414~~ ~~848)~~ — — ~~(5~~ ~~11~~, ~~638~~ ~~057)~~ ~~(5~~ ~~11~~, ~~638~~ ~~057)~~ Share-based compensation cost — — — — — ~~18~~, ~~529~~ ~~621~~ — — ~~18~~, ~~529~~ ~~621~~ — — ~~18~~, ~~529~~ ~~621~~ Dividends (\$ 0. 75 per common share) — — — — — ~~(21, 263~~ ~~366)~~ — — ~~(21, 263~~ ~~366)~~ — — ~~(21, 263~~ ~~366)~~ Balance as of August 31, ~~2021~~ ~~2022~~ ~~27~~ ~~26~~, ~~332~~ ~~27~~ ~~747~~ ~~26~~, ~~332~~ ~~49~~ ~~747~~ ~~22~~, ~~074~~ ~~793~~ ~~975~~ ~~941~~, ~~712~~ ~~146~~ ~~(34~~ ~~37~~, ~~554~~ ~~089)~~ ~~835~~ ~~953~~, ~~764~~ ~~979~~ ~~4, 015~~ ~~839~~ ~~495~~ ~~958~~, ~~779~~ ~~474~~ Net income (loss) — — — — — ~~168~~ ~~(25, 800~~ ~~791)~~ ~~168~~ ~~(25, 800~~ ~~3~~ ~~791)~~ ~~(25, 438)~~ ~~196~~ ~~171~~, ~~996~~ Other comprehensive loss, net of tax — — — — — ~~(2, 535~~ ~~594)~~ ~~(2, 535~~ ~~594)~~ ~~(2, 535~~ ~~594)~~ Distributions to noncontrolling interests — — — — — ~~(2~~ ~~1~~, ~~716~~ ~~369)~~ ~~(2~~ ~~1~~, ~~716~~ ~~369)~~ Share repurchases (944) (944) — — ~~(33, 304)~~ — — ~~(34, 248)~~ — — ~~(34, 248)~~ Issuance of restricted stock — — — — — ~~(568~~ ~~847)~~ — — — — — ~~(568~~ ~~847)~~ Restricted stock withheld for taxes ~~(209~~ ~~282)~~ ~~(209~~ ~~282)~~ — — ~~(10~~ ~~7~~, ~~848~~ ~~347)~~ — — ~~(11~~ ~~7~~, ~~057~~ ~~629)~~ — — ~~(11~~ ~~7~~, ~~057~~ ~~629)~~ Share-based compensation cost — — — — — ~~18~~ ~~11~~, ~~621~~ ~~254)~~ — — ~~18~~ ~~11~~, ~~621~~ ~~254)~~ — — ~~18~~ ~~11~~, ~~621~~ ~~254)~~ Dividends (\$ 0. 75 per common share) — — — — — ~~(21, 366~~ ~~039)~~ — — ~~(21, 366~~ ~~039)~~ — — ~~(21, 366~~ ~~039)~~ Balance as of August 31, ~~2022~~ ~~2023~~ ~~27~~, ~~312~~ ~~27~~, ~~312~~ ~~26~~, ~~747~~ ~~26~~ ~~035~~ ~~894~~, ~~316~~ ~~747~~ ~~22~~, ~~975~~ ~~941~~, ~~146~~ ~~(37~~ ~~39~~, ~~089~~ ~~683)~~ ~~953~~ ~~908~~, ~~979~~ ~~4~~ ~~180~~ ~~3~~, ~~495~~ ~~958~~ ~~479~~ ~~911~~, ~~474~~ ~~659~~ Net ~~income~~ (loss) ~~income~~ — — — — — ~~(25~~ ~~266~~, ~~791~~ ~~411)~~ — — ~~(25~~ ~~266~~, ~~791~~ ~~411)~~ ~~(25~~ ~~266~~, ~~438~~ ~~224)~~ Other comprehensive loss, net of tax — — — — — ~~(489~~ ~~2, 594)~~ ~~(489~~ ~~2, 594)~~ ~~(489~~ ~~2, 594)~~ Distributions to noncontrolling interests — — — — — ~~(1, 369~~ ~~038)~~ ~~(1, 369~~ ~~038)~~ Issuance of restricted stock — — — — — ~~(847~~ ~~766)~~ — — — — — ~~(847~~ ~~766)~~ Restricted stock withheld for taxes ~~(282~~ ~~239)~~ ~~(282~~ ~~239)~~ — — ~~(7~~ ~~5~~, ~~347~~ ~~043)~~ — — ~~(7~~ ~~5~~, ~~629~~ ~~282)~~ ~~(7~~ ~~5~~, ~~629~~ ~~282)~~ Share-based compensation cost — — — — — ~~11~~ ~~8~~, ~~254~~ ~~602)~~ — — ~~11~~ ~~8~~, ~~254~~ ~~602)~~ — — ~~11~~ ~~8~~, ~~254~~ ~~602)~~ Dividends (\$ 0. 75 per common share) — — — — — ~~(21, 039~~ ~~488)~~ — — ~~(21, 039~~ ~~488)~~ — — ~~(21, 039~~ ~~488)~~ Balance as of August 31, ~~2023~~ ~~2024~~ ~~27~~, ~~312~~ ~~839~~ \$ ~~27~~, ~~312~~ ~~839~~ \$ ~~26~~ ~~28~~, ~~035~~ ~~828~~ \$ ~~894~~ ~~606~~, ~~316~~ ~~417~~ \$ ~~(39~~ ~~40~~, ~~683~~ ~~172)~~ \$ ~~908~~ ~~623~~, ~~180~~ ~~112~~ \$ ~~3~~ ~~2~~, ~~479~~ ~~628~~ \$ ~~911~~ ~~625~~, ~~659~~ ~~60~~ ~~740~~ ~~57~~ / ~~Schnitzer Steel Industries, Inc. dba~~ Radius Recycling, Inc. Form 10-K Fiscal ~~2023-2024~~ CONSOLIDATED STATEMENTS OF CASH FLOWS Year Ended August 31, Cash flows from operating activities: Net ~~income~~ (loss) ~~income~~ ~~(266, 224)~~ ~~(25, 438)~~ ~~\$ 171, 996~~ ~~\$ 169, 975~~ Adjustments to reconcile net ~~income~~ (loss) ~~income~~ to cash provided by (used in) operating activities: Goodwill impairment charges ~~215, 941~~ ~~39, 270~~ — — Other asset impairment charges, net ~~2, 052~~ ~~11, 252~~ ~~1, 570~~ — Exit-related asset impairments — — — — — Depreciation and amortization ~~96, 762~~ ~~89, 760~~ ~~75, 053~~ ~~58, 599~~ Inventory write-downs — ~~3, 199~~ — — — — — Deferred income taxes ~~(50, 013)~~ ~~(3, 934)~~ ~~25, 052~~ ~~6, 884~~ Undistributed equity in earnings of joint ventures ~~(1, 400)~~ ~~(2, 090)~~ ~~(2, 740)~~ ~~(4, 006)~~ Share-based compensation expense ~~8, 602~~ ~~11, 186~~ ~~18, 517~~ ~~18, 213~~ (Gain) loss on disposal of assets, net ~~(327)~~ ~~(324)~~ Other ~~Unrealized foreign exchange~~ loss, net ~~Credit loss~~, net — — — — — Changes in assets and liabilities, net of acquisitions: Accounts receivable ~~(59, 579)~~ ~~11, 948~~ ~~637~~ ~~(84, 086)~~ Inventories ~~(2, 972)~~ ~~48, 039~~ ~~(37, 232)~~ ~~(88, 622)~~ Income taxes ~~(3, 185)~~ ~~(3, 548)~~ ~~2, 119~~ ~~22, 789~~ Prepaid expenses and other current assets ~~17, 218~~ ~~(3, 359)~~ ~~(19, 117)~~ ~~(15, 674)~~ Other long-term assets ~~(9, 860)~~ ~~(4, 594)~~ ~~(994)~~ ~~(5, 402)~~ Operating lease assets and liabilities ~~(428)~~ ~~(696)~~ ~~(2, 198)~~ ~~(813)~~ Accounts payable ~~5, 458~~ ~~20, 578~~ ~~64, 956~~ Accrued payroll and related liabilities ~~(10, 491)~~ ~~(24, 334)~~ ~~(13, 866)~~ ~~27, 824~~ Other accrued liabilities ~~5, 790~~ ~~(13, 782)~~ ~~4, 798~~ Environmental liabilities ~~(1, 131)~~ ~~(1, 641)~~ ~~(14, 866)~~ ~~12, 895~~ Other long-term liabilities ~~2, 014~~ ~~3, 313~~ ~~1, 132~~ ~~3,~~

825-Distributed equity in earnings of joint ventures 2, **350 2**, 000 3, 100 ~~1, 250~~ Net cash provided by **(used in)** operating activities **(53, 413)** 139, 362 237, 676 ~~190, 064~~ Cash flows from investing activities: Capital expenditures **(76, 242)** (129, 516) (150, 121) ~~(118, 866)~~ Acquisitions, net of acquired cash ~~—~~ (26, 902) (179, 721) — Proceeds from insurance and sale of assets **3, 604** 12, 449 18, 776 Purchase of equity investment **(12, 000)** — (5, 000) **Maturity of investment 6, 000** — — Deposit on land option — ~~—~~ (80) Net cash used in investing activities **(78, 638)** (143, 969) (316, 146) ~~(117, 649)~~ Cash flows from financing activities: Borrowings from long- term debt **770, 609** 625, 228 1, 055, 106 ~~546, 706~~ Repayments of long- term debt **(609, 516)** (628, 020) (889, 127) ~~(578, 030)~~ Payment of debt issuance costs **(1, 733)** (156) (2, 093) ~~(23)~~ Repurchase of Class A common stock — ~~—~~ (34, 248) — Taxes paid related to net share settlement of share- based payment awards **(5, 282)** (7, 629) (11, 057) ~~(5, 638)~~ Distributions to noncontrolling interests (1, **038**) (1, 369) (2, 716) ~~(4, 577)~~ Dividends paid (21, **569**) **(21, 186)** (21, 291) ~~(21, 259)~~ Net cash ~~(used in)~~ provided by **(used in)** financing activities **131, 471** (33, 132) 94, 574 ~~(62, 821)~~ Effect of exchange rate changes on cash (32) (119) Net **change (decrease) increase** in cash and cash equivalents **(480)** (37, 771) 15, 985 ~~9, 931~~ Cash and cash equivalents as of beginning of year **6, 032** 43, 803 ~~27, 818~~ 61 / ~~Schnitzer Steel Industries, Inc. dba~~ Radius Recycling, **Inc.** Form 10- K Fiscal ~~2023~~ **2024** CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED) Year Ended August 31, SUPPLEMENTAL DISCLOSURES: Cash paid **(received)** during the year for: Interest **\$ 25, 024** \$ 16, 597 \$ 4, 712 ~~\$ 2, 669~~ Income taxes, net **\$ (2, 054)** \$ 4, 702 \$ 17, 309 ~~\$ 8, 244~~ Schedule of noncash investing and financing transactions: Purchases of property, plant and equipment included in liabilities **\$ 8, 803** \$ 17, 117 \$ 38, 136 ~~\$ 29, 337~~ 62 / ~~Schnitzer Steel Industries, Inc. dba~~ Radius Recycling, **Inc.** Form 10- K Fiscal ~~2024~~ **RADIUS RECYCLING 2023** ~~SCHNITZER STEEL INDUSTRIES, INC.~~ **NOTES** ~~dba~~ **RADIUS RECYCLING** ~~NOTES~~ TO THE CONSOLIDATED FINANCIAL STATEMENTS Note 1- Nature of Operations Founded in 1906, **Radius Recycling, Inc. (formerly** Schnitzer Steel Industries, Inc.) ~~dba~~ **Radius Recycling**, an Oregon corporation, is one of North America’ s largest recyclers of ferrous and nonferrous metal, including end- of- life vehicles, and a manufacturer of finished steel products. ~~Schnitzer Steel Industries, Inc. dba~~ **Radius Recycling, Inc.** and its consolidated subsidiaries, together, are referred to as the Company. The Company acquires and recycles ferrous and nonferrous scrap metal for sale to foreign and domestic metal producers, processors, and brokers, and it procures salvaged vehicles and sells serviceable used auto parts from these vehicles through a network of self- service auto parts stores. Most of these auto parts stores supply the Company’ s shredding facilities with auto bodies that are processed into saleable recycled metal products. In addition to the sale of recycled metal products processed at its facilities, the Company provides a variety of recycling and related services. The Company also produces a range of finished steel long products at its electric arc furnace (“ EAF ”) steel mill using recycled ferrous metal sourced internally from its recycling and joint venture operations and other raw materials. As of August 31, ~~2023~~ **2024**, all of the Company’ s facilities were located in the United States (“ U. S. ”) and its territories and Canada. Note 2- Summary of Significant Accounting Policies Basis of Presentation The Consolidated Financial Statements include the accounts of ~~Schnitzer Steel Industries, Inc. dba~~ Radius Recycling and its majority- owned and wholly- owned subsidiaries. The equity method of accounting is used for investments in joint ventures over which the Company has significant influence but does not have effective control. All significant intercompany account balances, transactions, profits, and losses have been eliminated. All transactions and relationships with variable interest entities are evaluated to determine whether the Company is the primary beneficiary of the entities, therefore requiring consolidation. The Company does not have any variable interest entities requiring consolidation. **The Consolidated Financial Statements are presented in U. S. Dollars. Certain prior year amounts have been reclassified to conform with current year presentation.** Segment Reporting The accounting standards for reporting information about operating segments define an operating segment as a component of an enterprise that engages in business activities from which it may earn revenues and incur expenses for which discrete financial information is available that is evaluated regularly by the chief operating decision- maker in deciding how to allocate resources and in assessing performance. The Company’ s internal organizational and reporting structure reflects a functionally based, integrated model and includes a single operating and reportable segment. Cash and Cash Equivalents Cash and cash equivalents include short- term securities that are not restricted by third parties and have an original maturity date of 90 days or less. Included in accounts payable are book overdrafts representing outstanding payments in excess of funds on deposit of **\$ 59 million and \$ 62 million** and ~~\$ 56 million~~ as of August 31, **2024 and 2023** and ~~2022~~, respectively. Accounts Receivable, net Accounts receivable represent amounts primarily due from customers on product and other sales. These accounts receivable, which are reduced by an allowance for credit losses, are recorded at the invoiced amount and do not bear interest. The Company extends credit to customers under contracts containing customary and explicit payment terms, and payment is generally required within 30 to 60 days of shipment. Nonferrous export sales typically require a deposit prior to shipment. Historically, almost all of the Company’ s ferrous export sales have been made with letters of credit. Ferrous and nonferrous metal sales to domestic customers and finished steel sales are generally made on open account, and a portion of these sales are covered by credit insurance. The Company evaluates the collectibility of its accounts receivable based on a combination of factors, including whether sales were made pursuant to letters of credit or required deposits prior to shipment, the aging of customer receivable balances, the financial condition of the Company’ s customers, historical collection rates, and economic trends. Management uses this evaluation to estimate the amount of customer receivables that may not be collected in the future and records a provision for expected credit losses. Accounts are written off when all efforts to collect have been exhausted. The allowance for credit losses was \$ 2 million as of both August 31, **2024 and 2023** and ~~60 / Radius Recycling, Inc. Form 10- K Fiscal 2022~~ **2024**. Also included in accounts receivable are short- term advances to scrap metal suppliers used as a mechanism to acquire unprocessed scrap metal. The advances are generally repaid with scrap metal, as opposed to cash. Repayments of advances with scrap metal are treated **as** ~~SCHNITZER STEEL INDUSTRIES, INC. dba~~ **RADIUS RECYCLING** ~~NOTES~~ TO THE CONSOLIDATED FINANCIAL STATEMENTS noncash operating activities in the Consolidated Statements of Cash Flows and totaled **\$ 12 million, \$ 13 million, and \$ 11 million, and \$ 10 million** for the fiscal years ended August 31, **2024, 2023, and 2022**, and ~~2021~~,

respectively. InventoriesThe Company's inventories consist of processed and unprocessed scrap metal (ferrous, nonferrous, and mixed nonferrous recovered joint products arising from the manufacturing process), semi- finished steel products (billets), finished steel products (primarily rebar, wire rod, and merchant bar), used and salvaged vehicles, and supplies. Inventories are stated at the lower of cost and net realizable value. The Company determines the cost of ferrous and nonferrous scrap metal inventories using the average cost method and capitalizes substantially all direct processing costs and facility costs into inventory. The Company allocates material and production costs to joint products using the gross margin method. The Company determines the cost of used and salvaged vehicle inventory at its auto parts stores, which is reported within finished goods, based on the average price the Company pays for a vehicle and capitalizes the vehicle cost and substantially all production costs into inventory. The Company determines the cost of its semi- finished and finished steel product inventories based on average costs and capitalizes all direct and indirect costs of manufacturing into inventory. Indirect costs of manufacturing include general plant costs, maintenance, and facility costs. The Company determines the cost of the substantial majority of its supplies inventory using the average cost method and reduces the carrying value for losses due to obsolescence. Fixed manufacturing costs incurred in periods of abnormally low production are expensed. The Company considers estimated future selling prices when determining the estimated net realizable value of its inventory. As the Company generally sells its recycled ferrous metal under contracts that provide for shipment within 30 to 60 days after the price is agreed, it utilizes the selling prices under committed contracts and sales orders for determining the estimated net realizable value of quantities on hand that will be shipped under these contracts and sales orders. The accounting process the Company uses to record ferrous scrap metal quantities relies on significant estimates. With respect to estimating the quantities of unprocessed ferrous scrap metal inventory that are moved into production, management relies on weighed quantities of the processed ferrous material, adjusted for estimated metal recoveries and yields that are based on historical trends and other judgments by management. Actual recoveries and yields can vary depending on product quality, moisture content, and the source of the unprocessed metal. The Company's estimates are intended to reasonably reflect the quantities of unprocessed ferrous scrap metal that are used in the production of processed ferrous metal. To assist in validating the reasonableness of these estimates, management periodically reviews shrink factors and performs monthly physical inventories. Due to the inherent nature of the Company's scrap metal inventories, including variations in product density, holding period, and production processes utilized to manufacture the products, physical inventories will not necessarily detect all variances for scrap metal inventory such that estimates of quantities are required. To mitigate this risk, the Company further adjusts its ferrous physical inventories when the volume of a commodity is low and a physical inventory count is deemed to more accurately estimate the remaining volume. LeasesThe Company enters into leases to obtain access to real property, machinery, and equipment assets. Most of the Company's lease obligations relate to real property leases for the Company's operating sites, including the substantial majority of its auto parts stores, and for the Company's administrative offices. The Company determines whether an arrangement contains a lease at inception by assessing whether it receives the right to direct the use of and obtain substantially all of the economic benefit from use of the underlying asset. Lease classification, measurement, and recognition are determined at lease commencement, which is the date the underlying asset is available for use by the Company. The accounting classification of a lease is based on whether the arrangement is effectively a financed purchase of the underlying asset (finance lease) or not (operating lease). Leases that, at lease commencement, have a non- cancellable lease term of 12 months or less and do not include an option to either purchase the underlying asset or renew the lease beyond 12 months that the Company is reasonably certain to exercise are classified as short- term leases and are not recognized on the balance sheet. ~~64-61 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2024~~
~~2023SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLINGNOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS~~ For leases other than short- term leases, the Company recognizes right- of- use assets and lease liabilities based primarily on the present value of future minimum lease payments over the lease term at lease commencement. Right- of- use assets represent the Company's right to use the underlying asset during the lease term, while lease liabilities represent the Company's obligation to make future lease payments. The lease term is the non- cancellable period of the lease, together with periods covered by renewal (or termination) options which the Company is reasonably certain to exercise (or not to exercise). Lease payments are discounted to present value using the Company's incremental borrowing rate unless the discount rate implicit in the lease is readily determinable. The Company's incremental borrowing rate for each lease is the estimated rate of interest that the Company would have to pay to borrow the aggregate lease payments on a collateralized basis over the lease term. Estimation of the incremental borrowing rate requires judgment by management and reflects an assessment of the Company's credit standing to derive an implied secured credit rating and corresponding yield curve. Right- of- use assets and lease liabilities are subject to remeasurement after lease commencement when certain events or changes in circumstances arise, such as a change in the lease term due to reassessment of whether the Company is reasonably certain to exercise a renewal or termination option. For operating leases, lease expense is recognized on a straight- line basis over the lease term. For finance leases, the lease right- of- use asset is amortized on a straight- line basis and interest expense is recognized on the lease liability using the effective interest rate method. Many of the Company's real property leases contain variable lease payments that depend on an index or a rate, which are included in the measurement of the right- of- use asset and lease liability using the index or rate at lease commencement. Subsequent changes in variable lease payments are recorded as variable lease expenses during the period in which they are incurred. The Company elected a practical expedient to not separate lease and related non- lease components for accounting purposes and, thus, costs related to such non- lease components are disclosed as lease expense. Payments for short- term leases are recognized in the income statement on a straight- line basis over the lease term. See Note 5- Leases for further detail. The Company leases machinery assets to customers primarily to facilitate the provision of recycling services. For the periods presented, such lessor arrangements were classified as operating leases, whereby the Company keeps the asset underlying the lease on its balance sheet and depreciates the asset based on its estimated useful life. The Company recognizes lease income for these operating leases on a straight- line basis within revenues in the Consolidated Statements of

Operations. As of both August 31, ~~2024 and 2023 and 2022~~, property, plant and equipment, net, as reported in the Consolidated Balance Sheets, included machinery assets underlying these operating leases with a carrying value of \$ ~~13-14~~ million. Lease income derived from these operating leases was not material to any of the periods presented. Property, Plant and Equipment, net, property, plant and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized, while routine repair and maintenance costs are expensed as incurred. Interest cost related to the construction of qualifying assets is capitalized as part of the construction costs. When assets are retired or sold, the related cost and accumulated depreciation are removed from the accounts and resulting gains or losses are generally included in operating expense. Gains and losses from sales of assets related to an exit activity are reported within restructuring charges and other exit-related activities in the Consolidated Statements of Operations. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets. Upon idling an asset, depreciation continues to be recorded. Leasehold improvements are amortized over the shorter of their estimated useful lives or the remaining lease term. ~~As of August 31, 2023 and 2022, the useful lives assigned to the Company's property, plant and equipment were generally as follows: Useful Life (in years) Machinery and equipment 3 to 40 Land 35 Land improvements 3-5 Buildings 30 Buildings and leasehold improvements 5-10 to 30 Software licenses and Enterprise Resource Planning ("ERP") systems 3 to 5 Office equipment 3 to 5 to 10 Office equipment and other software licenses 3 to 10 Prepaid Expenses~~ The Company's prepaid expenses, reported within prepaid expenses and other current assets in the Consolidated Balance Sheets, totaled \$ ~~22 million and \$ 27 million and \$ 43 million~~ as of August 31, ~~2024 and 2023 and 2022~~, respectively, and consisted primarily of deposits on capital projects, prepaid insurance, prepaid services, and prepaid property taxes. ~~65-62 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10-K Fiscal 2024 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING~~ NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Other Assets The Company's other assets, exclusive of prepaid expenses and assets relating to certain employee benefit plans, consisted primarily of receivables from insurers, ~~advances to a supplier of metals recycling equipment~~, cash held in a client trust account relating to a legal settlement, ~~certificates of deposit~~, two equity investments, capitalized implementation costs for cloud computing arrangements, debt issuance costs, notes and other contractual receivables, ~~and major spare parts and equipment~~, ~~and assets held for sale~~. Other assets are reported within either prepaid expenses and other current assets or other assets in the Consolidated Balance Sheets based on their expected use either during or beyond the current operating cycle of one year from the reporting date. See Note 13- Employee Benefits for further detail on the Company's assets relating to employee benefit plans. Receivables from insurers represent the portion of insured losses expected to be recovered from the Company's insurers under various insurance policies or from a Qualified Settlement Fund holding settlement amounts deposited by certain insurers of claims against the Company related to the Portland Harbor Superfund site. The receivables are recorded at an amount not to exceed the recorded loss and only if the terms of the legally enforceable insurance contracts support that the insurance recovery will not be disputed and is deemed collectible, or if recovery of the loss by the Company from a Qualified Settlement Fund is probable. Receivables from insurers ~~as of each reporting date relate to environmental claims, workers' compensation claims, and third-party claims. As of August 31, 2024, receivables from insurers totaled \$ 15 million, including \$ 13 million relating to environmental claims. As of August 31, 2023, receivables from insurers totaled \$ 14 million and \$ 28 million as of August 31, including 2023 and 2022, respectively. As of August 31, 2023, receivables from insurers comprised primarily \$ 10 million relating to environmental claims, \$ 2 million relating to workers' compensation claims, \$ 1 million relating to third-party claims, and \$ 1 million relating to property loss and damage and other claims in connection with the December 2021 fire at the Company's shredder facility in Everett, Massachusetts. As of August 31, 2022, receivables from insurers comprised primarily \$ 10 million relating to claims in connection with the Everett facility shredder fire, \$ 7 million relating to environmental claims, \$ 6 million relating to third-party claims, and \$ 4 million relating to workers' compensation claims. See "Accounting for Impacts of Involuntary Events" below in this Note for further discussion of receivables and advance payments from insurers relating to property damage and business interruption claims. Other assets as of both August 31, 2024 and August 31, 2023 also included \$ 18 million and \$ 11 million, respectively, representing advances to a supplier of metals recycling equipment. Other assets as of August 31, 2022-2023 also included approximately \$ 7 million in connection with cash deposited into a client trust account in the second quarter of fiscal 2021 to fund the remediation of a site, a portion of which was previously leased to and operated by an indirect, wholly-owned subsidiary. The cash was deposited into the client trust account by other potentially liable parties in connection with settlement of a lawsuit relating to allocation of the remediation costs, including agreement by the Company's subsidiary to perform certain remedial actions. During fiscal 2024, the \$ 7 million was distributed to the Company from the client trust account for purposes of holding the funds and maximizing returns, each consistent with the terms of the settlement agreement, of which \$ 6 million was held in certificates of deposit which mature in July of 2025 and is reported within prepaid expenses and other current assets as of August 31, 2024. See "Other Legacy Environmental Loss Contingencies" within "Contingencies - Environmental" in Note 10- Commitments and Contingencies for further discussion of this matter. The Company invested \$ 5 million in the equity of a privately-held Canadian recycling technology entity in May 2022. The Company's influence over the operating and financial policies of the entity is not significant, and, thus, the investment is accounted for under the guidance for investments in equity securities. The equity investment does not have a readily determinable fair value and, therefore, is carried at cost and adjusted for impairments and observable price changes. The investment is reported within other assets in the Consolidated Balance Sheets. The carrying value of the investment as of both August 31, 2023 and 2022 was \$ 5 million. The Company has not recorded any impairments or upward or downward adjustments to the carrying value of the investment since acquisition. The Company invested \$ 6 million in the equity of a privately-held U. S. waste and recycling entity in fiscal 2017. The investment is accounted for under the guidance for investments in equity securities. In August 2022, the privately-held entity merged with a publicly-traded U. S. entity. As a result of the merger, the Company's investment became held in equity units of a subsidiary of the publicly-traded~~

entity, which equity units are not publicly traded but are exchangeable for shares of the publicly traded entity. The timing and magnitude of exchange is solely at the discretion of the publicly traded entity. During the first half of fiscal 2023, because of these -- **the exchange conditions, Company recorded \$ 5 million of impairment and other adjustments of** the equity investment was determined to not have a readily determinable fair value and, therefore, continued to be carried at cost and adjusted for impairments and observable price changes. In the first quarter of fiscal 2023, the Company identified an impairment indicator for its investment and, based on its fair value measurement incorporating observable trading prices of the publicly traded entity and unobservable inputs, recognized a \$ 4 million impairment within other loss, net on the Consolidated Statement of Operations. During the third quarter of fiscal 2023, the publicly traded entity allowed for an exchange event, and the Company exchanged its full investment in the subsidiary's equity units for shares of the publicly traded entity, which have a readily determinable fair value, and which the Company still held as of August 31, 2023. As a result, in fiscal 2023 following the exchange event, the Company recorded an additional \$ 1 million, net, downward adjustment of the equity investment to its fair value of \$ 1 million as of August 31, 2023, which loss is reported within other **loss expense**, net on the Consolidated Statement of Operations. **The As of August 31, 2024 and 2023, the fair value of the** investment is reported within prepaid expenses and other current assets **as of August 31, 2023, and within other assets as of August 31, 2022,** in the Consolidated Balance Sheets -- **66 / Schnitzer Steel Industries was less than \$ 1 million and \$ 1 million . Ine respectively . Other assets as of August 31 dba Radius Recycling Form 10 - K Fiscal 2023 SCHNITZER STEEL INDUSTRIES , INC 2024 and 2023 included \$ 7 million and \$ 5 million, respectively, of capitalized cloud computing implementation costs . dba RADIUS RECYCLING**

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - The Company's cloud computing arrangements primarily comprise hosting arrangements which are service contracts, whereby the Company gains remote access to use enterprise software hosted by the vendor or another third party on an as- needed basis for a period of time in exchange for a subscription fee. Subscription fees are usually prepaid and recorded in operating expense over the period that the Company has access to use the software. Implementation costs for cloud computing arrangements are capitalized if certain criteria are met and consist of internal and external costs directly attributable to developing and configuring cloud computing software for its intended use. Amortization of capitalized implementation costs is recorded on a straight- line basis over the term of the cloud computing arrangement, which is the non- cancellable period of the agreement, together with periods covered by renewal options which the Company is reasonably certain to exercise. During fiscal 2023, in connection with the pursuit of an alternative solution, the Company abandoned the implementation of a cloud computing arrangement and recorded a \$ 5 million impairment associated with previously capitalized cloud computing arrangement implementation costs. **As of August 31, 2023 and 2022, the Company's capitalized cloud computing implementation costs were \$ 5 million and \$ 10 million, respectively.** Debt issuance costs consist primarily of costs incurred by the Company to enter or modify its credit facilities. The Company reports deferred debt issuance costs within other assets in the Consolidated Balance Sheets and amortizes them to interest expense on a straight- line basis over the contractual term of the arrangement. **63 / Radius Recycling, Inc. Form 10- K Fiscal 2024**

Notes and other contractual receivables consist primarily of advances to entities in the business of extracting scrap metal through demolition and other activities. Repayment of these advances to suppliers is in either cash or scrap metal. The Company performs periodic reviews of its notes and other contractual receivables to identify credit risks and to assess the overall collectibility of the receivables, which typically involves consideration of the value of collateral which in the case of advances to suppliers is generally in the form of scrap metal extracted from demolition and construction projects. A note or other contractual receivable is considered impaired when, based on current information and events, it is probable that the Company will be unable to collect all amounts due in accordance with the contractual terms of the agreement. If the carrying value of the receivable exceeds its recoverable amount, an impairment is recorded for the difference. Accounting for Impacts of Involuntary Events Assets destroyed or damaged as a result of involuntary events are written off or reduced in carrying value to their salvage value. When recovery of all or a portion of the amount of property damage loss or other covered expenses through insurance proceeds is demonstrated to be probable, a receivable is recorded and offsets the loss or expense up to the amount of the total loss or expense. No gain is recorded until all contingencies related to the insurance claim have been resolved. On May 22, 2021, the Company experienced a fire at its steel mill in McMinnville, Oregon. Direct physical loss or damage to property from the incident was limited to the mill's melt shop, with no bodily injuries and no physical loss or damage to other buildings or equipment -- **The rolling mill production ceased in early June 2021. In August 2021, the steel mill began ramping up operations following the substantial completion of replacement and repairs of property and equipment in the melt shop that had been lost or damaged by the fire.** The Company experienced loss of business income during the shutdown of the steel mill and the subsequent ramp- up phase which was substantially completed **in during the second quarter of** fiscal 2022. The Company filed insurance claims for the physical loss and damage experienced at the mill's melt shop and business income losses resulting from the matter. In fiscal 2021, the Company recognized an initial \$ 10 million insurance receivable and related insurance recovery gain, the latter reported within cost of goods sold on the Consolidated Statements of Operations, primarily offsetting applicable losses incurred including capital purchases of \$ 10 million that had been incurred by the Company as of the end of the fiscal year. In fiscal 2022, the Company increased the amount of this insurance receivable to \$ 25 million and recognized a related \$ 15 million insurance recovery gain within cost of goods sold on the Consolidated Statements of Operations, reflecting recovery of applicable losses incurred as a result of the fire to date. In addition, during fiscal 2022, the Company received advance payments from insurers totaling approximately \$ 30 million towards its claims, which amount reduced the \$ 25 million insurance receivable to zero with the remaining amount of advance payments of \$ 5 million reported within other accrued liabilities on the Consolidated Balance Sheets as of August 31, 2022. In fiscal 2023, the Company received additional cash payments from insurers towards its claims totaling approximately \$ 22 million, and in the fourth quarter of fiscal 2023 the Company reached a full and final settlement with its insurers for its claims **, and all insurance proceeds and recovery gains in connection with the Company's claims had been received** and recognized an additional, respectively, as of August 31,

2023. The amount of insurance recovery gains recognized within cost of goods sold on the Consolidated Statements of Operations was \$ 27 million and \$ 15 million during insurance recovery gain within cost of goods sold on the Consolidated Statements of Operations years ended August 31, 2023 and 2022, respectively, reflecting recovery of applicable losses including business income losses incurred as a result of the fire. On December 8, 2021, the Company experienced a fire at its metals recycling facility in Everett, Massachusetts. Direct physical loss or damage to property from the incident was limited to the facility's shredder building and equipment, with no bodily injuries and no physical loss or damage to property reported at other buildings or equipment. As a result of the fire, shredding operations ceased, while all non-shredding operations at the facility continued, including torching, shearing, separating, and sorting purchased non-shreddable recycled ferrous metals. On January 28, 2022, shredding operations at the facility began ramping up following the replacement and ~~67 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023~~ SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS repairs to shredder equipment that had been damaged. In addition, shredding operations temporarily ceased at the facility on June 18, 2022 and, following discussions with the Massachusetts Department of Environmental Protection and the Massachusetts Attorney General's office, the Company installed a temporary emission capture system and controls that allowed for the resumption of shredding operations on November 11, 2022 and for continued operation during the repair and replacement of the shredder enclosure building. Non-shredding operations at the facility continued during this period. The repair and replacement of most property that experienced physical loss or damage, primarily buildings and improvements, was substantially completed by the end of fiscal 2023. The Company filed insurance claims for the property that experienced physical loss or damage and ~~anticipated~~ business income losses resulting from the matter. In fiscal ~~2022-2024~~, after the fire, the Company **reached a full and final settlement with its insurers for its claims, and all insurance proceeds and recovery gains in connection with the Company's claims had been received and recognized, respectively, as of August 31, 2024. The amount of insurance recovery gains recognized within cost of goods sold on the Consolidated Statements of Operations was \$ 14 million, \$ 16 million, an and aggregate \$ 17 million during insurance receivable and related insurance recovery gain. In fiscal 2023, the years ended** Company recognized an additional \$ 16 million insurance receivable and related insurance recovery gain. As of August 31, ~~2024~~, 2023, **and 2022** the Company had recognized a total of \$ 34 million in insurance recovery gains, **respectively** all reported within cost of goods sold on the Consolidated Statements of Operations, reflecting recovery of applicable losses to date including **business income** impairment charges of \$ 7 million related to the carrying value of plant and equipment assets lost in or damaged by the fire, and capital purchases, non-capitalizable repair and replacement costs, and other applicable losses totaling \$ 27 million that had been incurred as a result of August 31, 2023. Also, during fiscal 2023 and 2022, the ~~fire. 64 / Radius Recycling Company~~ **Inc. Form** respectively, towards its claims, and not reflecting any final or full settlement of claims with the insurers, which amount reduced the insurance receivable to \$ 1 million and \$ 10 ~~- K Fiscal~~ million as of August 31, 2023 ~~2024~~ and 2022, respectively. The insurance receivable is reported within prepaid expenses and other current assets on the Consolidated Balance Sheets. Long-Lived Assets The Company tests long-lived tangible and intangible assets for impairment at the asset group level, which is determined based on the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. Operating lease right-of-use assets are considered long-lived assets subject to this impairment testing. For the Company's metals recycling operations, an asset group generally consists of the regional shredding operation along with surrounding feeder operations, except that the combined Oregon metals recycling and steel manufacturing operations is a single asset group. For the Company's auto parts operations, generally each auto parts store is an asset group. The Company tests its asset groups for impairment when certain triggering events or changes in circumstances indicate that the carrying value of the asset group may be impaired. If the carrying value of the asset group is not recoverable because it exceeds the Company's estimate of future undiscounted cash flows from the use and eventual disposition of the asset group, an impairment loss is recognized by the amount the carrying value exceeds its fair value, if any. The impairment loss is allocated to the long-lived assets of the group on a pro rata basis using the relative carrying amounts of those assets, except that the loss allocated to an individual long-lived asset of the group shall not reduce the carrying amount of that asset below its fair value. Fair value is determined using one or more of the income, market, or cost approaches, depending on the nature of the asset group. With respect to individual long-lived assets, changes in circumstances may merit a change in the estimated useful lives or salvage values of the assets, which are accounted for prospectively in the period of change. For such assets, the useful life is shortened based on the Company's plans to dispose of or abandon the asset before the end of its original useful life and depreciation is accelerated beginning when that determination is made. Long-lived asset impairment charges (recoveries) and accelerated depreciation are reported in the Consolidated Statements of Operations within (1) asset impairment charges, net and (2) restructuring charges and other exit-related activities if related to a site closure. ~~In fiscal 2023 and 2022, the Company reported less than \$ 1 million and \$ 2 million, respectively, of impairments of long-lived assets within asset impairment charges, net related primarily to abandonment of obsolete machinery and equipment assets. Investments in Joint Ventures As of August 31, 2022-2024~~, the Company had two 50%-owned joint venture interests and on November 7, 2022, the Company sold its ownership interest in one of the 50%-owned joint ventures for approximately \$ 2 million. No gain or loss was recognized as a result of the sale. As of August 31, 2023, the Company had one 50%-owned joint venture interest which is accounted for under the equity method of accounting. ~~The~~ **This remaining** joint venture sells recycled metal to the Company's operations at prices that approximate local market rates, which produces intercompany profit. This intercompany profit is eliminated while the products remain in inventory and is not recognized until the finished products are sold to third parties. As of August 31, ~~2023~~ **2024**, the Company's investments in equity method joint ventures have generated \$ ~~9-8~~ million in cumulative undistributed earnings. See Note 18- Related Party Transactions for further detail on transactions with joint ventures. ~~68 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023~~ SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS

RECYCLINGNOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS A loss in value of an investment in a joint venture is recognized when the decline is other than temporary. Management considers all available evidence to evaluate the realizable value of its investments including the length of time and the extent to which the fair value has been less than cost, the financial condition and near- term prospects of the joint venture business, and the Company’ s intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in fair value. Once management determines that an other- than- temporary impairment exists, the investment is written down to its fair value, which establishes a new cost basis. The Company determines fair value using Level 3 inputs under the fair value hierarchy using an income approach based on a discounted cash flow analysis. Goodwill and Other Intangible Assets, net Goodwill represents the excess of the purchase price over the net amount of identifiable assets acquired and liabilities assumed in a business combination measured at fair value. The Company evaluates goodwill for impairment annually on July 1 and upon the occurrence of certain triggering events or substantive changes in circumstances that indicate that the fair value of goodwill may be impaired. Impairment of goodwill is tested at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (referred to as a “ component ”). A component of an operating segment is required to be identified as a reporting unit if the component is a business for which discrete financial information is available and segment management regularly reviews its operating results.

65 / Radius Recycling, Inc. Form 10- K Fiscal 2024 When testing goodwill for impairment, the Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more- likely- than- not that the estimated fair value of a reporting unit is less than its carrying amount. If the Company elects to perform a qualitative assessment and determines that an impairment is more- likely- than- not, the Company is then required to perform the quantitative impairment test, otherwise no further analysis is required. The Company also may elect not to perform the qualitative assessment and, instead, proceed directly to the quantitative impairment test. When performing the quantitative impairment test, the Company applies a one- step quantitative test and records the amount of goodwill impairment as the excess of a reporting unit’ s carrying amount over its fair value, not to exceed the total amount of goodwill allocated to that reporting unit. When the Company performs a quantitative goodwill impairment test, it **considers both the income approach and market approach to estimate the fair value of the reporting unit using**. **The determination of fair value involves the use of estimates and income approach assumptions, including revenue growth rates driven by future ferrous and nonferrous commodity price and sales volume expectations, gross margins, selling, general, and administrative expense relative to total revenues, capital expenditures, working capital requirements, discount rate** based on the present value of expected future cash flows, including terminal value, utilizing a market- based weighted average cost of capital (“ WACC ”) determined separately for the reporting unit. ~~The determination of fair value involves the use of estimates and assumptions, including regarding revenue growth rates driven by future ferrous and nonferrous commodity price and sales volume expectations, gross margins, selling, general, and administrative expense relative to total revenues, capital expenditures, working capital requirements, discount rate (WACC), tax rate, terminal growth rate, benefits associated with a taxable transaction, and synergistic benefits available to market participants.~~ In addition, to corroborate the reporting unit’ s income approach valuation, as well as to estimate the fair value of the Company’ s other reporting units, including those with no allocated goodwill, the Company uses a market approach based on earnings multiple data, and it performs a reconciliation of its estimate of the aggregate fair value of all reporting units to the Company’ s market capitalization, including consideration of a control premium. See Note 8- Goodwill and Other Intangible Assets, net for further detail including the recognition of a goodwill impairment charge **charges of \$ 216 million and \$ 39 million during the fiscal year years ended August 31, 2024 and 2023, respectively** representing a portion of the carrying amount of goodwill allocated to one reporting unit. The Company tests indefinite- lived intangible assets for impairment by first assessing qualitative factors to determine whether it is necessary to perform a quantitative impairment test. If the Company believes, as a result of its qualitative assessment, that it is more- likely- than- not that the fair value of the indefinite- lived intangible asset is less than its carrying amount, the quantitative impairment test is required. Otherwise, no further testing is required. The Company did not record impairment charges on indefinite- lived intangible assets in any of the periods presented. See Note 8- Goodwill and Other Intangible Assets, net for further detail.

Business AcquisitionsThe Company recognizes the assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree at the acquisition date, measured at their fair values as of that date. Contingent purchase consideration is recorded at fair value at the date of acquisition. Any excess purchase price over the fair value of the net assets acquired is recorded as goodwill. Within one year from the date of acquisition, the Company may update the value allocated to the assets acquired and liabilities assumed and the resulting goodwill balance as a result of information received regarding the valuation of such assets and liabilities that was not available at the time of purchase. Measuring assets and liabilities at fair value requires the Company to determine the price that would be paid by a third- party market participant based on the highest and best use of the assets or interests acquired. Acquisition costs are expensed as incurred. See Note 7- Business Acquisitions for further detail.

69 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLINGNOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Restructuring Charges and Other Exit- Related ActivitiesRestructuring charges consist of severance, contract termination, and other restructuring- related costs. A liability for severance costs is typically recognized when the plan of termination has been communicated to the affected employees and is measured at its fair value at the communication date. A liability for contract termination or other restructuring- related costs is measured at its fair value in the period in which the liability is incurred. Exit- related activities consist primarily of asset impairments in connection with closure of certain operations and sites, net of gains on exit- related disposals. **Accrued Workers’ Compensation Costs**The Company is self- insured for the **significant** majority of workers’ compensation claims with exposure limited by various stop- loss insurance policies. The Company estimates the costs of workers’ compensation claims based on the nature of the injury incurred and on guidelines established by the applicable state. An accrual is recorded based upon the amount of unpaid claims as of the balance sheet date. Accrued amounts recorded for

individual claims are reviewed periodically as treatment progresses and adjusted to reflect additional information that becomes available. The estimated cost of claims incurred but not reported is included in the accrual. The Company accrued \$ 5 million and \$ 6 million for the estimated cost of unpaid workers' compensation claims as of both August 31, 2024 and 2023 and 2022, respectively, which are included in other accrued liabilities in the Consolidated Balance Sheets, with corresponding workers' compensation insurance receivables of \$ 2 million and \$ 4 million as of both August 31, 2024 and 2023 which is and 2022, respectively, included in other current assets. **66 / Radius Recycling, Inc. Form 10- K Fiscal 2024**

LiabilitiesThe Company estimates future costs for known environmental remediation requirements and accrues for them on an undiscounted basis when it is probable that the Company has incurred a liability and the related costs can be reasonably estimated but the timing of incurring the estimated costs is unknown. The Company considers various factors when estimating its environmental liabilities, and it evaluates the adequacy of these liabilities on a quarterly basis. Adjustments to the liabilities are recorded to selling, general, and administrative expense in the Consolidated Statements of Operations when additional information becomes available that affects the estimated costs to study or remediate any environmental issues or expenditures are made for which liabilities were established. Legal investigation and defense costs incurred in connection with environmental contingencies are expensed as incurred. When only a wide range of estimated amounts can be reasonably established and no other amount within the range is a better estimate than another, the low end of the range is recorded in the financial statements. In a number of cases, it is possible that the Company may receive reimbursement through insurance or from other third parties for a site or matter. In these situations, recoveries of environmental remediation costs from other parties are recognized when realization of the claim for recovery is deemed probable. The amounts recorded for environmental liabilities are reviewed periodically as assessment and remediation progresses at individual sites or for particular matters and adjusted to reflect additional information that becomes available. Due to evolving remediation technology, changing regulations, possible third-party contributions, the subjective nature of the assumptions used, and other factors, amounts accrued could vary significantly from amounts paid. See "Contingencies – Environmental" in Note 10- Commitments and Contingencies for further detail. **Loss Contingencies**The Company is subject to certain legal proceedings and contingencies in addition to those related to environmental liabilities discussed above in this Note, the outcomes of which are subject to significant uncertainty. The Company accrues for estimated losses if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred. The Company uses judgment and evaluates whether a loss contingency arising from litigation or an unasserted claim should be disclosed or recorded. The outcome of legal proceedings and other contingencies is inherently uncertain and often difficult to estimate. Accrued legal contingencies are reported within other accrued liabilities in the Consolidated Balance Sheets. See "Contingencies – Other" in Note 10- Commitments and Contingencies for further detail. **70 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023**

SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTSFinancial InstrumentsThe Company's financial instruments include primarily cash and cash equivalents, **certificates of deposit**, accounts receivable, accounts payable, and debt and derivative contracts. The Company uses the market approach to value its financial assets and liabilities, determined using available market information. The net carrying amounts of cash and cash equivalents, **certificates of deposit**, accounts receivable, and accounts payable approximate fair value due to the short- term nature of these instruments. For long- term debt, which is primarily at variable interest rates, fair value is estimated using observable inputs (Level 2) and approximates the carrying value. Derivative contracts are reported at fair value. **See Note 15- Derivative Financial Instruments for further detail.** Fair Value MeasurementsFair value is measured using inputs from the three levels of the fair value hierarchy. Classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement. The three levels are described as follows: • Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities. • Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the determination of the fair value of the asset or liability, either directly or indirectly. • Level 3 – Unobservable inputs that are significant to the determination of the fair value of the asset or liability. When developing fair value measurements, the Company uses quoted market prices whenever available or seeks to maximize the use of observable inputs and minimize the use of unobservable inputs when quoted market prices are not available. DerivativesThe Company records derivative instruments at fair value in the Consolidated Balance Sheets, and changes in their fair value are recognized in either other comprehensive **income** (loss) **income** in the Consolidated Statements of Comprehensive **Income** (Loss) **Income** or net **income** (loss) **income** in the Consolidated Statements of Operations, as applicable, depending on the nature of the underlying exposure, whether the **67 / Radius Recycling, Inc. Form 10- K Fiscal 2024** derivative has been designated as a hedge and, if designated as a hedge, whether the hedge is expected to be highly effective. For cash flow hedges, such as the interest rate swap transactions entered by the Company in the fourth quarter of fiscal 2023, a formal assessment is made, both at the hedge's inception and on an ongoing basis, to determine whether the derivatives that are designated as hedging instruments have been highly effective in offsetting changes in the cash flows of hedged items and whether those derivatives may be expected to remain highly effective in future periods. Changes in the fair value of a derivative that is qualified, designated, and highly effective as a cash flow hedge are recorded in other comprehensive **income** (loss) **income** and are reclassified to earnings in the period in which earnings are impacted by the hedged item. When it is determined that a derivative is not highly effective as a hedge or that it has ceased to be a highly effective hedge, the Company discontinues hedge accounting prospectively. When available, quoted market prices or prices obtained through external sources are used to measure a derivative instrument's fair value. The fair value of these instruments is a function of underlying forward interest rates, related volatility, counterparty creditworthiness, and the duration of the contracts. The Company has elected an accounting policy to classify the cash flows from its interest rate swap derivatives designated in qualifying cash flow hedges as cash flows from operating activities in the Consolidated Statements of Cash Flows, consistent with the classification of cash flows from the hedged item. See Note 15- Derivative Financial Instruments for further detail. Derivative contracts for

commodities used in normal business operations that are settled by physical delivery, among other criteria, are eligible for and may be designated as normal purchases and normal sales. Contracts that qualify as normal purchases or normal sales are not marked-to-market. The Company does not use derivative instruments for trading or speculative purposes. Foreign Currency Translation and Transactions Assets and liabilities of the Company's operations in Canada are translated into U. S. dollars at the period-end exchange rate, revenues and expenses of these operations are translated into U. S. dollars at the average exchange rate for the period, and cash flows of these operations are translated into U. S. dollars using the exchange rates in effect at the time of the cash flows. Translation adjustments are not included in determining net income for the period, but are recorded in accumulated other comprehensive income, a separate component of shareholders' equity. Foreign currency transaction gains and losses are generated from the effects of exchange rate changes on transactions denominated in a currency other than the functional currency. Gains and losses on foreign currency transactions are generally included in determining net income for the period. The Company reports these gains and losses within other expense, net in the Consolidated Statements of Operations. Net realized and unrealized foreign currency transaction gains and losses were not material for fiscal 2024, 2023, or 2022, or 2021.

71 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Common Stock Each share of Class A and Class B common stock is entitled to one vote. Additionally, each share of Class B common stock may be converted to one share of Class A common stock. As such, the Company reserves one share of Class A common stock for each share of Class B common stock outstanding. There are currently no meaningful distinctions between the rights of holders of Class A shares and Class B shares. Share Repurchases The Company accounts for the repurchase of stock at par value. All shares repurchased are deemed retired. Upon retirement of the shares, the Company records the difference between the weighted average cost of such shares and the par value of the stock as an adjustment to additional paid-in capital, with the excess recorded to retained earnings when additional paid-in capital is not sufficient. Revenue Recognition The Company recognizes revenue upon satisfying its promises to transfer goods or services to customers under the terms of its contracts. Nearly all of these promises, referred to as performance obligations, consist of the transfer of physical goods, including recycled ferrous and nonferrous metal, auto bodies, auto parts, and finished steel products, to customers. These performance obligations are satisfied at the point in time the Company transfers control of the goods to the customer, which in nearly all cases is when title to and risk of loss of the goods transfer to the customer. The timing of transfer of title and risk of loss is dictated by customary or explicitly stated contract terms. For example, the Company recognizes revenue on partially loaded bulk shipments of recycled ferrous metal when contractual terms support revenue recognition based on transfer of title and risk of loss. The significant majority of the Company's sales involve transfer of control to the customer, and thus revenue recognition, before delivery to the customer's destination; for example, upon release of the goods to the shipper. The Company's bill-and-hold arrangements involve transfer of control to the customer when the goods have been segregated from other inventory at the Company's facility and are ready for physical transfer to the customer. Shipping and handling activities that occur after a customer has obtained control of a good are accounted for as fulfillment costs rather than an additional promise in a contract. As such, shipping and handling consideration (freight revenue) is recognized when control of the goods transfers to the customer, and freight expense is accrued to cost of goods sold when the related revenue is recognized.

68 / Radius Recycling, Inc. Form 10-K Fiscal 2024 In certain regional markets, the Company enters into contracts whereby it arranges for, or brokers, the transfer of recyclable material between suppliers and end customers. For transactions in which the Company obtains substantive control of the material before the goods are transferred to the end customer, for example by arranging for the processing or warehousing of the material, the Company recognizes revenue equal to the gross amount of the consideration it expects to receive from the customer (as principal). Alternatively, for transactions in which the Company does not obtain substantive control of the material before the product is transferred to the end customer, the Company recognizes revenue equal to the net amount of the consideration it expects to retain after paying the supplier for the purchase of the material (as agent). The Company is the agent in the transaction for the substantial majority of brokerage arrangements. Nearly all of the Company's sales contracts reflect market pricing at the time the contract is executed, are one year or less, and generally provide for shipment within 30 to 60 days after the price has been agreed upon with the customer. The Company's retail auto parts sales are at listed prices and are recognized at the point of sale. The Company recognizes revenue based on contractually stated selling prices and quantities shipped, net of sales tax, and adjusted for estimated claims and discounts. Claims are customary in the recycled metal industry and arise from variances in the quantity or quality of delivered products. Revenue adjustments may be required if the settlement of claims exceeds original estimates. Discounts offered to certain finished steel customers qualify as variable consideration as the discounts are contingent upon future events. Variable consideration arising from discounts is recognized upon the transfer of finished steel products to customers based upon either the expected value or the most likely amount and was not material for each of the years ended August 31, 2024, 2023, and 2022, and 2021. The Company experiences very few sales returns and, therefore, no material provisions for returns have been made when sales are recognized. For each of the years ended August 31, 2024, 2023, and 2022, and 2021, revenue adjustments related to performance obligations that were satisfied in previous periods were not material. Advertising Costs The Company expenses advertising costs when incurred. Advertising expense was \$ 6 million, \$ 5 million for the year ended August 31 2023, and \$ 6 million for each of the years ended August 31, 2024, 2023, and 2022 and 2021.

72 / Schnitzer Steel Industries, Inc. respectively. dba Radius Recycling Form 10-K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Share-Based Compensation The Company estimates the grant-date fair value of stock-based compensation awards based on the market closing price of the underlying Class A common stock on the date of grant, except for performance share awards with a total shareholder return ("TSR") market condition for which the Company estimates the grant-date fair value using a Monte-Carlo simulation model. The Company recognizes compensation cost for all awards, net of estimated forfeitures, over the requisite service period. Share-based compensation cost is based on the grant-date fair value as described

above, except for performance share awards with a non- market performance condition. For these awards, compensation cost is based on the probable outcome of achieving the specified performance conditions. The Company reassesses whether achievement of the performance condition is probable at each reporting date and, if probable, the level of achievement. See Note 14- Share- Based Compensation for further detail. Income Taxes Income taxes are accounted for using the asset and liability method. This requires the recognition of taxes currently payable or refundable and the recognition of deferred tax assets and liabilities for the future tax consequences of events that are recognized in one reporting period in the Consolidated Financial Statements but in a different reporting period on the tax returns. Tax credits are recognized as a reduction of income tax expense in the year the credit arises. Valuation allowances are recorded to reduce deferred tax assets when it is more- likely- than- not that a tax benefit will not be realized. The Company assesses the realizability of its deferred tax assets on a quarterly basis through an analysis of potential sources of future taxable income, including prior year taxable income available to absorb a carryback of tax losses, reversals of existing taxable temporary differences, tax planning strategies, and forecasts of taxable income. The Company considers all negative and positive evidence, including the weight of the evidence, to determine if valuation allowances against deferred tax assets are required. Tax benefits arising from uncertain tax positions are recognized when it is more- likely- than- not that the position will be sustained upon examination by the relevant tax authorities. The amount recognized in the financial statements is the largest amount of tax benefit that is greater than 50 percent likely of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. The Company recognizes interest and penalties, if any, related to uncertain tax positions in income tax expense. See Note 16- Income Taxes for further detail.

69 / Radius Recycling, Inc. Form 10- K Fiscal 2024 Net **Income** (Loss) **Income**-Per Share Basic net **income** (loss) **income**-per share attributable to Radius shareholders is computed by dividing net **income** (loss) **income**-attributable to Radius shareholders by the weighted average number of outstanding common shares during the period presented including vested deferred stock units (“ DSUs ”) and restricted stock units (“ RSUs ”) meeting certain criteria. Diluted net **income** (loss) **income**-per share attributable to Radius shareholders is computed by dividing net **income** (loss) **income**-attributable to Radius shareholders by the weighted average number of common shares outstanding, assuming dilution. Potentially dilutive common shares include the assumed vesting of DSU, RSU, and performance share awards using the treasury stock method. Net income **(loss)** attributable to noncontrolling interests is deducted from **income** (loss) **income**-from continuing operations to arrive at **income** (loss) **income**-from continuing operations attributable to Radius shareholders for the purpose of calculating **income** (loss) **income**-per share from continuing operations attributable to Radius shareholders. See Note 17- Net **Income** (Loss) **Income** Per Share for further detail. Use of Estimates The preparation of the Company’ s Consolidated Financial Statements in accordance with generally accepted accounting principles in the United States of America (“ U. S. GAAP ”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and reported amounts of revenue and expenses during the reporting period. Examples include revenue recognition; the allowance for credit losses; estimates of contingencies, including environmental liabilities and other legal liabilities; goodwill, long- lived asset and indefinite- lived intangible asset valuation; valuation of equity investments; valuation of certain share- based awards; other asset valuation; inventory measurement and valuation; pension plan assumptions; and the assessment of the valuation of deferred income taxes and income tax contingencies. Actual results may differ from estimated amounts.

73 / Schnitzer Steel Industries, Inc. dba Radius Reeycling Form 10- K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Concentration of Credit Risk Financial instruments that potentially subject the Company to significant concentration of credit risk consist primarily of cash and cash equivalents, accounts receivable and derivative financial instruments. The majority of cash and cash equivalents is maintained with major financial institutions. Balances with these and certain other institutions exceeded the Federal Deposit Insurance Corporation insured amount of \$ 250 thousand as of August 31, **2023-2024**. Concentration of credit risk with respect to accounts receivable is limited because a large number of geographically diverse customers make up the Company’ s customer base. The Company controls credit risk through credit approvals, credit limits, credit insurance, letters of credit or other collateral, cash deposits, and monitoring procedures. The Company is exposed to a residual credit risk with respect to open letters of credit by virtue of the possibility of the failure of a bank providing a letter of credit. The counterparties to the Company’ s derivative financial instruments are major financial institutions. Note 3- Recent Accounting Pronouncements In **August November 2023**, the Financial Accounting Standards Board (“ FASB ”) issued Accounting Standards Update **2023- 07** (“ ASU ”-**2023- 05-07** ”), **Business Combinations- Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, amending reportable segment disclosure requirements to include disclosure of incremental segment information on an annual and interim basis. Among the disclosure enhancements are new disclosures regarding significant segment expenses that are regularly provided to the chief operating decision - maker Joint Venture Formations (Subtopic 805- 60): Recognition and included within each reported measure of segment profit Initial Measurement, which clarifies the business combination accounting for- or joint venture formations loss, as well as other segment items bridging segment revenue to each reported measure of segment profit or loss**. The amendments in the ASU **2023- 07** seek to reduce diversity in practice that has resulted from a lack of authoritative guidance regarding the accounting for the formation of joint ventures in separate financial statements. The amendments also seek to clarify the initial measurement of joint venture net assets, including businesses contributed to a joint venture. The guidance is applicable to all entities involved in the formation of a joint venture. The amendments are effective **for beginning in the Company’ s fiscal 2025 , and interim periods within the Company’ s fiscal 2026**, and are applied prospectively **retrospectively** to all joint venture formations with a formation date on or after January 1, 2025. Early adoption and retrospective application of **is permitted. As** the amendments are permitted. The **apply to reportable segment disclosures only, the** Company does not expect adoption of the new guidance to have a material impact on its consolidated financial statements. **In December 2023, the FASB issued Accounting Standards Update 2023- 09 (“ ASU 2023- 09 ”), Income**

Taxes (Topic 740): Improvement to Income Tax Disclosures, amending income tax disclosure requirements for the effective tax rate reconciliation and income taxes paid. The amendments in ASU 2023-09 are effective beginning in the Company's fiscal 2026 and are applied prospectively. Early adoption and retrospective application of the amendments are permitted. As the amendments apply to income tax disclosures only, the Company does not expect adoption to have a material impact on its consolidated financial statements. 70 / Radius Recycling, Inc. Form 10-K Fiscal 2024

Note 4- Inventories Inventories consisted of the following as of August 31 (in thousands): Processed and unprocessed scrap metal \$ 137,013 \$ 143,986 \$ 166,368 Semi-finished goods 14,846 9,959 20,009 Finished goods 72,225 60,348 72,625 Supplies 69,848 64,349 56,187 Inventories \$ 293,932 \$ 278,642 \$ 315,189 74 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023

Note 5- Leases The Company's operating leases for real property underlying certain auto parts stores, metals recycling facilities, and administrative offices generally have non-cancellable lease terms of 5 to 10 years, many of which and the significant majority contain multiple renewal options for a further 5 to 20 years. Renewal options which the Company is reasonably certain to exercise are included in the measurement of lease term. The Company's finance leases and other operating leases involve primarily transportation equipment assets, have non-cancellable lease terms of less than 10 years and usually do not include renewal options. The Company's fiscal 2024 total lease cost was \$ 41 million, consisting primarily of operating lease expense of \$ 26 million and short-term lease expense of \$ 11 million. The Company's fiscal 2023 and fiscal 2022 total lease cost was \$ 38 million and \$ 36 million, respectively, consisting primarily of operating lease expense of \$ 25 million and short-term lease expense of \$ 10 million in both periods. The Company's fiscal 2022 total lease cost was \$ 36 million, consisting primarily of operating lease expense of \$ 25 million and short-term lease expense of \$ 10 million. The Company's fiscal 2021 total lease cost was \$ 30 million, consisting primarily of operating lease expense of \$ 24 million and short-term lease expense of \$ 5 million. The other components of the Company's total lease cost for each of fiscal 2024, 2023, and 2022 and 2021, including finance lease amortization and interest expense, variable lease expense, and sublease income, were not material both individually and in aggregate. The substantial majority of the Company's total lease cost for each of fiscal 2024, 2023, and 2022, and 2021 is presented within cost of goods sold in the Consolidated Statements of Operations. Finance lease assets and liabilities consisted of the following as of August 31 (in thousands): Balance Sheet Classification Assets: Finance lease right-of-use assets (1) Property, plant and equipment, net \$ 8,377 \$ 6,340 \$ 4,861 Liabilities: Finance lease liabilities-current Short-term borrowings \$ 2,098 \$ 2,227 \$ 1,736 Finance lease liabilities-noncurrent Long-term debt, net of current maturities 6,944 4,973 4,158 Total finance lease liabilities \$ 9,042 \$ 7,200 (1) Presented net of accumulated amortization of \$ 5 million and \$ 894 (1) Presented net of accumulated amortization of \$ 6 million and \$ 4 million as of August 31, 2024 and 2023 and 2022, respectively. The weighted average remaining lease terms and weighted average discount rates for the Company's leases as of August 31: Weighted Average Remaining Lease Term (Years) Weighted Average Discount Rate Operating leases 8.5 4.5 % 9.2 3.7 73 % 9.5 3.36 % Finance leases 4.8 6.0 % 4.3 6.1 % 71 / Radius Recycling, Inc. Form 10-K Fiscal 2024

% 4.5 7.17 % Maturities of lease liabilities by fiscal year as of August 31, 2023-2024 were as follows (in thousands): Year Ending August 31, Finance Leases Operating Leases \$ 2,558 556 \$ 23 24, 768 308 2,106 21,464 1,746 933 19,391 654 1,763 17,224 1,262 15,503 1,103 13,668 546 10,901 Thereafter 55 52, 434 201 Total lease payments 8 10,053 138 321 148, 543 519 Less amounts representing interest (1 853) (22,622 279) (25,011) Total lease liabilities 7 9,200 115 042 123, 921 508 Less current maturities (2,227 098) (19,835 262) Lease liabilities, net of current maturities \$ 4 6,973 944 \$ 96,086 75 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023

SNHITZER STEEL INDUSTRIES, 246 INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Supplemental cash flow information and non-cash activity related to leases are as follows (in thousands): Year Ended August 31, Cash paid for amounts included in the measurement of lease liabilities: Operating cash flows for operating leases \$ 25,684 \$ 25,414 \$ 25,351 \$ 24,154 Operating cash flows for finance leases \$ \$ \$ Financing cash flows for finance leases \$ 2,388 \$ 2,049 \$ 1,483 \$ 1,332 Lease liabilities arising from obtaining right-of-use assets (1): Operating leases \$ 28,538 \$ 15,279 \$ 12,000 \$ 8,325 Finance leases \$ 4,362 \$ 3,596 \$ \$ (1) Amounts include new leases and adjustments to lease balances as a result of remeasurement.

Note 6- Property, Plant and Equipment, net Property, plant and equipment, net consisted of the following as of August 31 (in thousands): Machinery and equipment \$ 1,025,618 \$ 952,480 \$ 875,904 Land and improvements 353,327 345,584 324,453 Buildings and leasehold improvements 183,052 169,940 Software licenses and 148,634 Enterprise resource planning (ERP) systems 18 32, 898 18 540 34, 945 195 Office equipment and other software licenses 16,041 15,898 Construction in progress 31,851 195 30,797 Construction in progress 90,939 120,419 Property, plant and equipment, gross 1,642,429 1,609,036 1,519,152 Less accumulated depreciation (970,237) (902,231) (855,032) Property, plant and equipment, net (1) \$ 672,192 \$ 706,805 \$ 664,120 (1) Property, plant and equipment, net included \$ 20 million and \$ 21 million and \$ 22 million as of August 31, 2024 and 2023 and 2022, respectively, related to the Company's Canadian operations. Depreciation expense for property, plant and equipment, which includes amortization expense for finance lease right-of-use assets, was \$ 90 million, \$ 84 million, and \$ 72 million, and \$ 58 million for the years ended August 31, 2024, 2023, and 2022, and 2021, respectively. See Note 5- Leases for additional disclosure on finance leases. Interest cost related to the construction of qualifying assets capitalized as part of the construction costs was \$ 4 million for were not material in any of the year ended August 31 periods presented. 72 / Radius Recycling, Inc. Form 10-K Fiscal 2023-2024, and \$ 2 million for each of the years ended August 31, 2022 and 2021.

Note 7- Business Acquisitions Fiscal 2023 Business Acquisition On November 18, 2022, the Company used cash on hand and borrowings under existing credit facilities to acquire the operating assets of ScrapSource, a recycling services company that provides solutions for industrial companies that generate scrap metal from their manufacturing process. The acquired business expands the Company's national recycling services operations, giving rise to expected benefits supporting the amount of acquired goodwill. The transaction qualified as a business combination for accounting purposes, which involves application of the acquisition method described in Accounting Standards Codification Topic 805, Business Combinations, and

summarized in “Business Acquisitions” in Note 2– Summary of Significant Accounting Policies. The total purchase consideration was of approximately \$ 25 million. As of **was allocated to the assets acquired and liabilities assumed based on the their respective estimated** date of this report, measurement of the fair values of certain assets acquired and liabilities assumed is still preliminary and subject to change based on the completion date of valuation procedures **the acquisition**. 76/ Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS The following table summarizes the fair values of the assets acquired and liabilities assumed by the Company as of the November 18, 2022 acquisition date (in thousands): Operating lease right- of- use assets \$ Goodwill (1) 13, 105 Other intangible assets 11, 955 Other assets Total assets acquired 25, 535 Operating lease liability Total liabilities assumed Net assets acquired \$ 25, 069 (1) All of the **provisional amount of** acquired goodwill is tax deductible. The following table summarizes the **provisional** purchase price allocation to the identifiable intangible assets and their estimated useful lives as of the November 18, 2022 acquisition date (in thousands): Useful Life Supplier relationships \$ 10, 375 Non- compete intangible assets 1, 360 Customer relationships \$ 11, 955 The results of operations for the acquired ScrapSource business beginning as of the November 18, 2022 acquisition date are included in the accompanying consolidated financial statements. For the fiscal year ended August 31, 2023, the revenues and net income contributed by the acquired ScrapSource business and reported in the Consolidated Statements of Operations, **as well as the prior fiscal year unaudited pro forma amounts of revenue and net income**, were not material to the financial statements taken as a whole. Fiscal 2022 Business Acquisitions On October 1, 2021, the Company used cash on hand and borrowings under existing credit facilities to acquire eight metals recycling facilities across Mississippi, Tennessee, and Kentucky from Columbus Recycling, a provider of recycled ferrous and nonferrous metal products and recycling services. Combined with the Company’ s regional metals recycling facilities in Georgia, Alabama, and Tennessee, the acquired operations offer additional recycling products, services, and logistics solutions to customers and suppliers across the Southeast, giving rise to expected benefits supporting the amount of acquired goodwill. The total purchase consideration of \$ 117 million was allocated to the assets acquired and liabilities assumed based on their respective estimated fair values on the date of the acquisition. The results of operations for the acquired Columbus Recycling business beginning as of the October 1, 2021 acquisition date are included in the accompanying consolidated financial statements. On April 29, 2022, the Company used cash on hand and borrowings under existing credit facilities to acquire two recycling facilities in the greater Atlanta, Georgia metropolitan area, including a metal shredding operation and recycled auto- parts center from the previous owners of Encore Recycling. Combined with the Company’ s existing regional metals recycling facilities and recycled auto- parts centers, the acquired operations offer additional recycling products, services, and logistics solutions to customers and suppliers across portions of the Southeast, giving rise to expected benefits supporting the amount of acquired goodwill. The total purchase consideration of \$ 64 million was allocated to the assets acquired and liabilities assumed based on their respective estimated fair values on the date of the acquisition. The results of operations for the acquired Encore Recycling business beginning as of the April 29, 2022 acquisition date are included in the accompanying consolidated financial statements. 77-73/ Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS The following table summarizes the aggregate fair values of the assets acquired and liabilities assumed by the Company in the fiscal 2022-2024 business acquisitions as of their respective acquisition dates (in thousands): Columbus Recycling Encore Recycling October 1, 2021 April 29, 2022 Cash \$ \$ — Accounts receivable 22, 763 10, 356 Inventories 10, 060 4, 325 Other current assets Property, plant and equipment 13, 491 25, 027 Operating lease right- of- use assets Goodwill (1) 65, 203 21, 423 Other intangible assets 19, 741 4, 809 Total assets acquired 132, 092 66, 357 Current liabilities 11, 828 1, 323 Other liabilities 3, 350 1, 091 Total liabilities assumed 15, 178 2, 414 Net assets acquired \$ 116, 914 \$ 63, 943 (1) Approximately \$ 62 million and \$ 20 million of the amount of acquired goodwill for Columbus Recycling and Encore Recycling, respectively, are tax deductible. The following table summarizes the purchase price allocation to the identifiable intangible assets of Columbus Recycling and Encore Recycling combined and their estimated useful lives as of their respective acquisition dates (in thousands): Columbus Recycling Encore Recycling Useful Life Useful Life Supplier relationships \$ 17, 245 \$ 3, 679 Customer relationships 2, 496 1, 130 \$ 19, 741 \$ 4, 809 Unaudited Pro Forma Information The following unaudited pro forma information presents the effect on the consolidated financial results of the Company of the Columbus Recycling and Encore Recycling businesses acquired during fiscal 2022 as though the businesses had been acquired as of the beginning of fiscal 2021 (in thousands): Year Ended August 31, Revenues \$ 3, 566, 000 \$ 2, 989, 000 Net income \$ 184, 500 \$ 179, 000 Net income attributable to Radius shareholders \$ 181, 000 \$ 174, 500 There are no individually material, nonrecurring pro forma adjustments directly attributable to the business combinations included in these pro forma revenues and earnings. The information included in the pro forma amounts is derived from historical information obtained from the sellers of the businesses. These pro forma results are not necessarily indicative of what actual results would have been had these acquisitions occurred as of the beginning of fiscal 2021. In addition, the pro forma results are not intended to be a projection of future results and do not reflect any synergies that may be achieved from combining operations. For the fiscal years ended August 31, 2023 and 2022, the unaudited pro forma amounts of revenues and net income of the ScrapSource business acquired during fiscal 2023 were not material to the consolidated financial statements taken as a whole and, therefore, are not included in the tabular disclosure of unaudited pro forma information above. 78/ Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023- Note 8- Goodwill and Other Intangible Assets, net Goodwill In the fourth quarter of fiscal 2023-2024, the Company performed the annual goodwill impairment test as of July 1, 2023-2024. As of the testing date, the balance of the Company’ s goodwill was \$ 269-13 million, which was allocated among four to one reporting units- unit. All of the approximately \$ 13 million of goodwill carried by one of the reporting units-, a recycling services operation -, related to the business acquisition that was completed in fiscal 2023-. The Company elected to perform the qualitative assessment for this reporting unit and concluded that it was not more likely than not that the fair value of the reporting unit was less than its

carrying value as of the testing date, and, therefore, no further impairment testing was required. Fiscal 2024 Goodwill Impairment In the third quarter of fiscal 2024, the Company identified a triggering event that indicated the goodwill allocated to certain of the Company's reporting units may be impaired. Prior to the third quarter of fiscal 2024, the Company had most recently performed the quantitative impairment test for goodwill carried by three of its reporting units, consisting of two regional metals recycling operations and its network of auto parts stores, as of July 1, 2023, as described under the "Fiscal 2023 Impairment" subheading within this Note 8, below. Based primarily on the respective financial and operational performance of certain of the Company's reporting units with allocated goodwill, as well as the sustained decrease in the Company's market capitalization beginning near the end of the second fiscal quarter of fiscal 2024, and substantially maintained throughout March and April 2024, the Company identified a triggering event and performed an interim impairment test. As of the May 1, 2024 testing date, the balance of the Company's goodwill was \$ 229 million, which was allocated among four reporting units. Three of the reporting units, which consist of two regional metals recycling operations and the Company's network of auto parts stores, were allocated an aggregate of \$ 216 million of goodwill. The Company performed a quantitative impairment test for goodwill allocated to these three reporting units to identify potential impairment and measure an impairment loss, if necessary. For the two metals recycling reporting units and the autos reporting unit subject to the quantitative impairment test as of May 1, 2024, the estimated fair value of each reporting unit was less than its carrying amount, resulting in full impairment of the allocated goodwill and an aggregate impairment charge of \$ 216 million. The projections used in the income approach took into consideration, as applicable, the impact of recent and current market conditions for ferrous and nonferrous recycled metals and retail auto parts, the cost of obtaining adequate supply flows of scrap metal including end-of-life vehicles, and recent trends in production and other operating costs. The projections assumed a recovery of operating margins from the levels experienced at the measurement date over a multi-year period. The WACC rate used in the income approach valuation ranged from 14.5 % to 15.0 %. The terminal growth rate used was 2 %. A reporting-unit-specific risk premium is embedded in the WACC to reflect the perceived level of uncertainty inherent in expected future cash flows. As part of the goodwill impairment test, the Company performed a reconciliation of its market capitalization to the aggregated estimated fair value of all reporting units, including consideration of a control premium. 74 / Radius Recycling, Inc. Form 10-K Fiscal 2024 Fiscal 2023 Goodwill Impairment In the fourth quarter of fiscal 2023, the Company performed the annual goodwill impairment test as of July 1, 2023. As of the testing date, the balance of the Company's goodwill was \$ 269 million, which was allocated among four reporting units. All of the approximately \$ 13 million of goodwill carried by one of the reporting units related to the business acquisition that was completed in fiscal 2023. The Company elected to perform the qualitative assessment for this reporting unit and concluded that it was not more likely than not that the fair value of the reporting unit was less than its carrying value. The remaining \$ 256 million of goodwill as of the testing date was allocated among three reporting units, which consist of two regional metals recycling operations and the Company's network of auto parts stores. Based primarily on the respective financial and operational performance of each of these three reporting units and the Company overall, as well as the year-over-year decrease in the Company's market capitalization as of the testing date, the Company elected to not perform the qualitative assessment and to proceed directly to the quantitative impairment test for goodwill allocated to the three reporting units to identify potential impairment and measure an impairment loss, if necessary. The quantitative impairment test entails estimating the fair value of each reporting unit with allocated goodwill and comparing it to the reporting unit's carrying amount. The Company records the amount of goodwill impairment as the excess of a reporting unit's carrying amount over its fair value, if any, not to exceed the total amount of goodwill allocated to that reporting unit. The Company estimated the fair value of the two metals recycling reporting units and the autos reporting unit subject to the quantitative impairment test as of July 1, 2023 using an income approach based on the present value of expected future cash flows, including terminal value, utilizing a market-based WACC determined separately for each reporting unit. The determination of fair value under this income approach involves the use of estimates and assumptions, including revenue growth rates driven by future ferrous and nonferrous commodity price and sales volume expectations, gross margins, selling, general, and administrative expense relative to total revenues, capital expenditures, working capital requirements, discount rate (WACC), tax rate, terminal growth rate, benefits associated with a taxable transaction, and synergistic benefits available to market participants. In addition, to corroborate each reporting unit's income approach valuation, as well as to estimate the fair value of the Company's other reporting units, including those with no allocated goodwill, the Company used a market approach based on earnings multiple data, and it performed a reconciliation of its estimate of the aggregate fair value of all reporting units to the Company's market capitalization, including consideration of a control premium. For one of the metals recycling reporting units and the autos reporting unit subject to the quantitative impairment test, the estimated fair value of the reporting unit exceeded its carrying amount by approximately 24 % and 33 %, respectively, as of July 1, 2023. For the other metals recycling reporting unit, the estimated fair value of the reporting unit was less than its carrying amount, resulting in a partial impairment of goodwill of \$ 39 million. The projections used in the income approach for the metals recycling and autos reporting units took into consideration, as applicable, the impact of recent and current market conditions for ferrous and nonferrous recycled metals and retail auto parts, the cost of obtaining adequate supply flows of scrap metal including end-of-life vehicles, and recent trends in production and other operating costs. The projections assumed a recovery of operating margins from the levels experienced around at the time of the July 1, 2023 measurement date over a multi-year period. The WACC rate used in the income approach valuation ranged from 13.68-6 % to 13.62-7 % for the two metals recycling reporting units, and the WACC rate used for the autos reporting unit was 13.62-7 %. The terminal growth rate used for all three reporting units was 2 %. A reporting-unit-specific risk premium is embedded in the WACC to reflect the perceived level of uncertainty inherent in each reporting unit's expected future cash flows. The As part of the goodwill impairment test, the Company reconciled performed a reconciliation of its market capitalization to the aggregated estimated

fair value of all reporting units, including consideration of a control premium representing the estimated amount a market participant would pay to obtain a controlling interest in the Company. The implied control premium resulting from the difference between (i) the Company's market capitalization (based on the average trading price of the Company's Class A common stock for the two-week period ended July 1, 2023) increased by the estimated fair value of noncontrolling interests and (ii) the higher aggregated estimated fair value of all reporting units was within the historical range of average and mean premiums observed for historical transactions within the steel-making, scrap processing, and metals industries. The Company identified specific reconciling items, including market participant synergies, tax amortization benefits, and benefits from in-process technology investments, which supported the implied control premium as of July 1, 2023.

79 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023

SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

The gross change in the carrying amount of goodwill for the years ended August 31, 2024 and 2023 and 2022 was as follows (in thousands):

Year	Goodwill Balance as of	Additions (1)	Measurement period adjustments (2)	Impairments (3)	Foreign currency translation adjustment	Balance as of
2022	\$ 170,255	84,14	940,759	(725)	(657,270)	\$ 229,13
2023	\$ 229,13	14,759	(725)	(215)	(543,373)	\$ 419,105
2024	\$ 419,105	14,759	(725)	(215)	(543,373)	\$ 229,13

(1) Additions to goodwill in fiscal 2022 relate to the Columbus Recycling and Encore Recycling businesses acquired on October 1, 2021 and April 29, 2022, respectively. Additions to goodwill in fiscal 2023 relate to the ScrapSource business acquired on November 18, 2022. All additions are presented exclusive of measurement period adjustments. See Note 7- Business Acquisitions. (2) Measurement period adjustments in fiscal 2022 relate to the acquired Columbus Recycling and Encore Recycling businesses. Measurement period adjustments in fiscal 2023 relate to the acquired ScrapSource and Encore Recycling businesses. Accumulated goodwill impairment charges were \$ 510,726 million as of August 31, 2023-2024. 75 / Radius Recycling and \$ 471 million as of August 31, Inc. Form 10-K Fiscal 2022-2024.

Other Intangible Assets, net

The following table presents the Company's other intangible assets as of August 31 (in thousands):

Year	Gross Carrying Amount	Accumulated Amortization	Net Gross Carrying Amount
2022	\$ 31,299	\$ (11,438)	\$ 19,861
2023	\$ 31,299	\$ (6,720)	\$ 24,579
2024	\$ 31,299	\$ (11,438)	\$ 19,861

Covenants not to compete \$ 7,838 (4,403) 3,435 8,756 \$(4,796) \$ 3,960 \$ 7,780 \$(4,442) \$ 3,338

Supplier relationships 31,299 (6,720) 24,579 20,924 (2,433) 18,491

Customer relationships 3,846 (1,480) 2,366 3,846 (926) 2,920 3,626 (381) 3,245

Indefinite-lived intangibles (1) 1,081 — 1,081 1,081 — 1,081

Software assets 2,144 (231) 1,913 — —

Total \$ 46,208 \$ (17,552) \$ 28,656 \$ 44,982 \$ (12,442) \$ 32,540 \$ 33,411 \$ (7,256) \$ 26,155

(1) Indefinite-lived intangibles include previously acquired trade names and certain permits and licenses. See Note 7- Business Acquisitions for information regarding intangible assets acquired in business combinations during the years ended August 31, 2023 and 2022. Total intangible asset amortization expense was \$ 6 million in each of , \$ 3 million, and \$ 1 million for the years ended August 31, 2024 and 2023, and was \$ 3 million for the year ended August 31, 2022 , and 2021, respectively. There were no impairments of amortized intangible assets recognized in the periods presented. The estimated amortization expense, based on current intangible asset balances, during the next five fiscal years and thereafter is as follows (in thousands):

Year	Estimated Amortization Expense
Years Ending August 31, 2023	\$ 6,189
2024	\$ 6,116
2025	\$ 6,116
2026	\$ 5,175
2027	\$ 4,667
Thereafter	\$ 1,258
Total	\$ 31,275

459 80 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10-K Fiscal 2023

Note 9- Debt

Debt consisted of the following as of August 31 (in thousands):

Year	Bank revolving credit facilities, interest primarily at SOFR or LIBOR plus a spread	Finance lease liabilities	Other debt obligations	Total debt	Less current maturities	Debt, net of current maturities
2022	\$ 230,393	\$ 9,042	\$ 12,116	\$ 249,551	\$ 248,562	\$ 989
2023	\$ 230,000	\$ 7,200	\$ 12,192	\$ 249,392	\$ 248,562	\$ 830
2024	\$ 230,000	\$ 9,042	\$ 12,116	\$ 249,158	\$ 248,562	\$ 596

The \$ 242,521 On August 22, 2022, the Company's and certain of its subsidiaries entered into the Third Amended and Restated Credit Agreement (the "Amended Credit Agreement"), by and among Schnitzer Steel Industries, Inc., as the U. S. borrower, Schnitzer Steel Canada Ltd., as the Canadian borrower, Bank of America, N. A., as administrative agent, and other lenders party thereto, which amended and restated our previously existing credit agreement (the "Prior Credit Agreement"). The Amended Credit Agreement provides for \$ 800 million and C \$ 15 million in senior secured revolving credit facilities provide for \$ 800 million and C \$ 15 million in revolving loans maturing in August 2027. The \$ 800 million credit facility includes a \$ 50 million sublimit for letters of credit, a \$ 25 million sublimit for swing line loans, and a \$ 50 million sublimit for multicurrency borrowings. The Prior On June 17, 2024, the Company and certain of its subsidiaries entered into the Fourth Amendment (the "Fourth Amendment") to its Third Amended and Restated Credit Agreement provided, dated as of April 6, 2016, by and among the Company, as the U. S. Borrower, Schnitzer Steel Canada, Ltd., as the Canadian Borrower, the subsidiaries of the Company party thereto (the "Guarantors"), Bank of America N. A., as administrative agent and the other lenders party thereto (as amended prior to the Fourth Amendment, the "Existing Credit Agreement"), the Existing Credit Agreement, as amended pursuant to the Fourth Amendment, the "Amended Credit Agreement").

76 / Radius Recycling, Inc. Form 10-K Fiscal 2024

The principal changes to the Existing Credit Agreement effected by the Fourth Amendment are (i) the removal of the consolidated fixed charge coverage ratio for \$ each of the fiscal quarters ending May 31, 2024 through February 28, 2025, (ii) the introduction of a minimum consolidated interest coverage ratio of 2. 700- 00 to 1. 00 for the fiscal quarter ending May 31, million and C \$ 15 million in senior secured credit facilities maturing in August 2023-2024 , and 1. 25 to 1. 00 for the fiscal quarter ending February 28, 2025, and (iii) the introduction of a minimum consolidated asset coverage ratio of 1. 00 to 1. 00 for each of the fiscal quarters ending May 31, 2024 through February 28, 2025 . The Company incurred \$ 2 million in debt issuance costs in connection with the Amended Credit Agreement, which are amortized to interest expense over the remaining five-year term of the arrangement. The Fourth Amendment also revised the applicable interest interest rates on outstanding indebtedness under the facility which Amended Credit Agreement are based, at our the Company's option, on either the Secured Overnight Financing Rate (" SOFR ") (or the Term Canadian Dollar Offered Overnight Repo Rate , Average " CDOR-CORRA " for C \$

loans), plus a spread of between 1.25-50% and 2.00-50%, with the amount of the spread based on a pricing grid tied to our the Company's ratio of consolidated net funded debt to EBITDA (as defined by the Amended Credit credit Agreement agreement), or the greater of (a) the prime rate, (b) the federal funds rate plus 0.50% or (c) the daily rate equal to Term SOFR plus 1.00%, in each case, plus a spread of between 0.25% and 1.00% based on a pricing grid tied to our consolidated net funded debt to EBITDA ratio. In addition, commitment fees are payable on the unused portion of the credit facilities at rates between 0.175% and 0.30% based on a pricing grid tied to our ratio of consolidated net funded debt to EBITDA. Interest rates on outstanding indebtedness under the Prior Credit Agreement were based, at our option, on either the London Interbank Offered Rate ("LIBOR") (or the Canadian equivalent for C\$ loans), plus a spread of between 1.25% and 3.50% and, with the amount of the spread based on a pricing grid tied to our ratio of consolidated funded debt to EBITDA (as defined by the credit agreement), or the greater of (a) the prime rate, (b) the federal funds rate plus 0.50% or (c) the daily rate equal to one-month LIBOR plus 1.75%, in each case, plus a spread of between 0.00% and 2.50% based on a pricing grid tied to our the Company's consolidated net funded debt to EBITDA ratio. In addition, commitment fees were are payable on the unused portion of the credit facilities at rates between 0.20-175% and 0.50-350% based on a pricing grid tied to our the Company's ratio of consolidated net funded debt to EBITDA. As of both August 31, 2024 and 2023 and 2022, borrowings outstanding under the credit facilities were \$ 394 million and \$ 230 million respectively. The weighted average interest rate on amounts outstanding under the credit facilities was 8.0% and 7.2-17% and 3.65% as of August 31, 2024 and 2023 and 2022, respectively. The credit agreement contains various representations and warranties, events of default, and financial and other customary covenants which limit (subject to certain exceptions) the Company's ability to, among other things, incur or suffer to exist certain liens, make investments, incur or guaranty additional indebtedness, enter into consolidations, mergers, acquisitions, and sales of assets, make distributions and other restricted payments, change the nature of the business, engage in transactions with affiliates, and enter into restrictive agreements, including agreements that restrict the ability of the subsidiaries to make distributions. The As of August 31, 2023, the financial covenants under the credit agreement included (a) a consolidated fixed charge coverage ratio, defined as the four-quarter rolling sum of consolidated EBITDA less defined maintenance capital expenditures and certain environmental expenditures divided by consolidated fixed charges which, for the fiscal quarters ending May 31, 2024 through February 28, 2025, has been replaced with maintenance covenants during that period requiring compliance with a minimum permitted interest coverage ratio and a minimum permitted asset coverage ratio as per the Fourth Amendment as described above and (b) a consolidated leverage ratio, defined as consolidated funded indebtedness divided by the sum of consolidated net worth and consolidated funded indebtedness. The Company's obligations under the credit agreement are guaranteed by substantially all of its subsidiaries. The credit facilities and the related guarantees are secured by senior first priority liens on certain of the Company's and its subsidiaries' assets, including equipment, inventory, and accounts receivable. 81 / Schnitzer Steel Industries, Inc. The Fourth Amendment expanded the collateral package provided to the lenders to include most other personal property and equity interests held by the Company and the Guarantors in their respective subsidiaries. As of August 31, dba Radius Recycling Form 10-K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC 2024, the Company was in compliance with the applicable financial covenants under the Amended Credit Agreement. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS While the Company expects to remain in compliance with the financial covenants under the credit agreement, the Company may not be able to do so in the event market conditions do not improve, or other factors have a significant adverse impact on its results of operations and financial position. If the Company does not maintain compliance with its financial covenants and is unable to obtain an amendment or waiver from its lenders, a breach of a financial covenant would constitute an event of default and allow the lenders to exercise remedies under the agreements, the most severe of which is the termination of the credit facility under the Amended Credit Agreement and acceleration of the amounts owed under the Agreement. Other debt obligations, which totaled \$ 12 million and \$ 13 million as of both August 31, 2024 and 2023 and 2022, respectively, primarily relate to equipment purchases, the contract consideration for which includes an obligation to make future monthly payments to the vendor in the form of licensing fees. For accounting purposes, such obligations are treated as a partial financing of the purchase price by the equipment vendor. Monthly payments commence when the equipment is placed in service and achieves specified minimum operating metrics, with payments continuing for a period of four years thereafter. 77 / Radius Recycling, Inc. Form 10-K Fiscal 2024 Principal payments on the Company's bank revolving credit facilities and other debt obligations during the next five fiscal years and thereafter are as follows (in thousands): Year Ending August 31, Credit Facilities Other Debt Obligations \$ — \$ 3, 586 590 — 2, 449 453 393, 612 2, 568 — 2, 622 564 230, 000 2, 687 — Thereafter — Total \$ 230 393, 000 612 \$ 12, 192 116 See Note 5- Leases for additional disclosure on finance lease obligations, including payments during the next five fiscal years and thereafter. The Company maintains stand-by letters of credit to provide for certain obligations including workers' compensation and performance bonds. The Company had \$ 7 million and \$ 8 million outstanding under these arrangements as of both August 31, 2024 and 2023 and 2022, respectively. Note 10- Commitments and Contingencies Contingencies- Environmental Changes in the Company's environmental liabilities for the years ended August 31, 2024 and 2023 and 2022 were as follows (in thousands): Balance as of September 1, 2021 2022 Liabilities Established (Released), Net Payments and Other Ending Balance August 31, 2022 2023 Liabilities Established (Released), Net Payments and Other Ending Balance August 31, 2023 2024 Current Liability Noncurrent Liability \$ 77, 128 \$ 12, 839 \$ (21, 467) \$ 68, 500 \$ 10, 697 \$ (12, 420) \$ 66, 777 \$ 5, 479 \$ (6, 607) \$ 65, 649 \$ 13, 743 232 \$ 53 52, 417 The 034 As of August 31, 2023 and 2022, the Company had has environmental liabilities of \$ 67 million and \$ 69 million, respectively, for the potential remediation of locations where it has conducted business or has environmental liabilities from historical or recent activities. These liabilities relate to the investigation and potential remediation of waterways and soil and groundwater contamination and may also involve natural resource damages, governmental fines and penalties, and claims by third parties for personal injury and property damage. Except for Portland Harbor and certain liabilities discussed under " Other Legacy

Environmental Loss Contingencies” below, such liabilities were not individually material at any site. Portland Harbor In December 2000, the Company was notified by the United States Environmental Protection Agency (“EPA”) under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) that it is one of the potentially responsible parties (“PRPs”) that own or operate or formerly owned or operated sites which are part of or adjacent to the Portland Harbor Superfund site (“Portland Harbor”). The precise nature and extent of cleanup of any specific areas within Portland Harbor, the parties to be involved, the timing of any specific remedial action and the allocation of the costs for any cleanup among responsible parties have not yet been determined. The process of site investigation, remedy selection, identification of additional PRPs, and allocation of costs has been underway for a number of years, but significant uncertainties remain. It is unclear to what extent the Company will be liable for environmental costs or third-party contribution or damage claims with respect to Portland Harbor. From 2000 to 2017, the EPA oversaw a remedial investigation / feasibility study (“RI / FS”) at Portland Harbor. The Company was not among the parties that performed the RI / FS, but it contributed to the costs through an interim settlement with the performing parties. The performing parties have indicated that they incurred more than \$ 155 million in that effort. ~~82-78 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.~~ Form 10-K Fiscal ~~2024~~ ~~2023~~ ~~SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING~~ ~~NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS~~ In January 2017, the EPA issued a Record of Decision (“ROD”) that identified the selected remedy for Portland Harbor. The EPA has estimated the total cost of the selected remedy at \$ 1.7 billion with a ~~then~~ net present value cost of \$ 1.05 billion (at a 7% discount rate) and an estimated construction period of 13 years following completion of the remedial designs. In the ROD, the EPA stated that the cost estimate is an order-of-magnitude engineering estimate that is expected to be within 50% to- 30% of the actual project cost and that changes in the cost elements are likely to occur as a result of new information and data collected during the engineering design. Accordingly, the final cost may differ materially from that set forth in the ROD. The Company has identified a number of concerns regarding the remedy described in the ROD, which is based on data that is more than 15 years old, and the EPA’s estimates for the costs and time required to implement the selected remedy. Moreover, the ROD provided only Portland Harbor site-wide cost estimates and did not provide sufficient detail to estimate costs for specific sediment management areas within Portland Harbor. In addition, the ROD did not determine or allocate the responsibility for remediation costs among the PRPs. In the ROD, the EPA acknowledged that much of the data was more than a decade old at that time and would need to be updated with a new round of “baseline” sampling to be conducted prior to the remedial design phase. The remedial design phase is an engineering phase during which additional technical information and data are collected, identified, and incorporated into technical drawings and specifications developed for the subsequent remedial action. Following issuance of the ROD, the EPA proposed that the PRPs, or a subgroup of PRPs, perform the additional investigative work in advance of remedial design. In December 2017, the Company and three other PRPs entered into an Administrative Settlement Agreement and Order on Consent with the EPA to perform such pre-remedial design investigation and baseline sampling over a two-year period. The report analyzing the results concluded that Portland Harbor conditions have improved substantially since the data forming the basis of the ROD was collected. The EPA found with a few limited corrections that the new baseline data is of suitable quality and stated that such data will be used, in addition to existing and forthcoming design-level data, to inform implementation of the ROD. However, the EPA did not agree that the data or the analysis warranted a change to the remedy at this time and reaffirmed its commitment to proceed with remedial design. The Company and other PRPs disagree with the EPA’s position on use of the more recent data and will continue to pursue limited, but critical, changes to the selected remedy for Portland Harbor during the remedial design phase. The EPA encouraged PRPs to step forward (individually or in groups) to enter into consent agreements to perform remedial design in various project areas covering Portland Harbor. While certain PRPs executed consent agreements for remedial design work, because of the EPA’s refusal to date to modify the remedy to reflect the most current data on Portland Harbor conditions and because of concerns with the terms of the consent agreement, the Company elected not to enter into a consent agreement. In April 2020, the EPA issued a unilateral administrative order (“UAO”) to the Company and MMGL, LLC (“MMGL”), an unaffiliated company, for the remedial design work in a portion of Portland Harbor designated as the River Mile 3.5 East Project Area. As required by the UAO, the Company notified the EPA of its intent to comply while reserving all of its sufficient cause defenses. Failure to comply with a UAO, without sufficient cause, could subject the Company to significant penalties or treble damages. Pursuant to the optimized remedial design timeline set forth in the UAO, the EPA’s expected schedule for completion of the remedial design work was four years. At the time it issued the UAO in April 2020, the EPA estimated the cost of the work at approximately \$ 4 million. The Company has agreed with the other respondent to the UAO, MMGL, that the Company will lead the performance and be responsible for a portion of the costs of the work for remedial design under the UAO and also entered into an agreement with another PRP pursuant to which such other PRP has agreed to fund a portion of the costs of such work. These agreements are not an allocation of liability or claims associated with Portland Harbor as between the respondents or with respect to any third party. ~~As of August 31, 2023 and 2022, the Company had \$ 1 million and \$ 3 million, respectively, in environmental reserves related to this matter.~~ The Company has insurance policies and Qualified Settlement Funds (“QSFs”) pursuant to which the Company is being reimbursed for the costs it has incurred for remedial design. See further discussion of the QSFs below in this Note. As of both August 31, ~~2024 and~~ ~~2023 and 2022~~, the Company had insurance and other receivables in the same amount as the environmental reserves for such remedial design work under the UAO. See “Other Assets” in Note 2 – Summary of Significant Accounting Policies for further discussion of insurance and other related receivables. The Company also expects to pursue in the future allocation or contribution from other PRPs for a portion of such remedial design costs. In February 2021, the EPA announced that 100 percent of Portland Harbor’s areas requiring active cleanup are in the remedial design phase of the process. Except for certain early action projects in which the Company is not involved, remediation activities at Portland Harbor are not expected to commence for a number of years. Moreover, those activities are expected to be sequenced, and the order and timing of such sequencing has not been determined. In addition, as noted above, the ROD does not

determine the allocation of costs among PRPs. The Company has joined with approximately 100 other PRPs, including the RI / FS performing parties, in a voluntary process to establish an allocation of costs at Portland Harbor, including the costs incurred in the RI / FS, ongoing remedial design costs, and future remedial action costs. The Company expects the next major stage of the allocation process to proceed in parallel with the remedial design process. ~~83~~ **The Company's environmental liabilities as of August 31, 2024 and 2023 included \$ 5 million and \$ 2 million, respectively, relating to the Portland Harbor matters described above.** ~~79~~ **Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.** Form 10- K Fiscal ~~2024~~ **2023** ~~SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING~~ **NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

In addition to the remedial action process overseen by the EPA, the Portland Harbor Natural Resource Trustee Council ("Trustee Council") is assessing natural resource damages at Portland Harbor. In 2008, the Trustee Council invited the Company and other PRPs to participate in funding and implementing the Natural Resource Injury Assessment for Portland Harbor. The Company and other participating PRPs ultimately agreed to fund the first two phases of the three- phase assessment, which included the development of the Natural Resource Damage Assessment Plan ("AP") and implementation of the AP to develop information sufficient to facilitate early settlements between the Trustee Council and Phase 2 participants and the identification of restoration projects to be funded by the settlements. In late May 2018, the Trustee Council published notice of its intent to proceed with Phase 3, which will involve the full implementation of the AP and the final injury and damage determination. The Company is proceeding with the process established by the Trustee Council regarding early settlements under Phase 2. The Company has established an environmental reserve of approximately \$ 2 ~~3~~ million for this alleged natural resource damages liability as it continues to work with the Trustee Council to finalize an early settlement. As of August 31, ~~2024 and 2023 and 2022~~, the Company had a receivable in the same amount as the environmental reserve. See "Other Assets" in Note 2 – Summary of Significant Accounting Policies for further discussion of insurance and other related receivables. On January 30, 2017, one of the Trustees, the Confederated Tribes and Bands of the Yakama Nation, which withdrew from the council in 2009, filed a suit against approximately 30 parties, including the Company, seeking reimbursement of certain past and future response costs in connection with remedial action at Portland Harbor and recovery of assessment costs related to natural resources damages from releases at and from Portland Harbor to the Multnomah Channel and the Lower Columbia River. The parties filed various motions to dismiss or stay this suit, and in August 2019, the court issued an order denying the motions to dismiss and staying the action. The Company intends to defend against the claims in this suit and does not have sufficient information to determine the likelihood of a loss in this matter or to estimate the amount of damages being sought or the amount of such damages that could be allocated to the Company. ~~The Company's environmental liabilities as of August 31, 2023 and 2022 included \$ 5 million and \$ 6 million, respectively, relating to the Portland Harbor matters described above.~~ Because the final remedial actions have not yet been designed and there has not been a determination of the allocation among the PRPs of costs of the investigations or remedial action costs, the Company believes it is not possible to reasonably estimate the amount or range of costs which it is likely to or which it is reasonably possible that it will incur in connection with Portland Harbor, although such costs could be material to the Company's financial position, results of operations, cash flows, and liquidity. Among the facts being evaluated are detailed information on the history of ownership of and the nature of the uses of and activities and operations performed on each property within Portland Harbor, which are factors that will play a substantial role in determining the allocation of investigation and remedy costs among the PRPs. The Company has insurance policies that it believes will provide reimbursement for costs it incurs for defense, remediation, and mitigation for or settlement of natural resource damages claims in connection with Portland Harbor although there are no assurances that those policies will cover all the costs which the Company may incur. Most of these policies jointly insure the Company and MMGL, as the successor to a former subsidiary of the Company. The Company and MMGL have negotiated ~~the settlement~~ **settlements** with certain insurers of claims against them related to Portland Harbor, continue to seek settlements with other insurers, and formed two QSFs which became operative in fiscal 2020 and ~~the second quarter of fiscal~~ **2023**, respectively, to hold such settlement amounts until funds are needed to pay or reimburse costs incurred by the Company and MMGL in connection with Portland Harbor. These insurance policies and the funds in the QSFs may not cover all of the costs which the Company may incur. Each QSF is an unconsolidated variable interest entity ("VIE") with no primary beneficiary. Two managers unrelated to each other, one appointed by the Company and one appointed by MMGL, share equally the power to direct the activities of each VIE that most significantly impact its economic performance. The Company's appointee to co- manage each VIE is an executive officer of the Company. Neither MMGL nor its appointee to co- manage each VIE is a related party of the Company for the purpose of the primary beneficiary assessment or otherwise. The Oregon Department of Environmental Quality is separately providing oversight of investigations and source control activities by the Company at various sites adjacent to Portland Harbor that are focused on controlling any current "uplands" releases of contaminants into the Willamette River. The Company has accrued liabilities for source control and related work at two sites, reflecting estimated costs of primarily investigation and design, which costs have not been material in the aggregate to date. No liabilities have been established in connection with investigations for any other sites because the extent of contamination, required source control work, and the Company's responsibility for the contamination and source control work, in each case if any, have not yet been determined. The Company believes that, pursuant to its insurance policies **and agreements with other third parties**, it will be reimbursed for the costs it incurs for required source control evaluation and remediation work; however, the Company's insurance policies **and agreements with other third parties** may not cover all the costs which the Company incurs. As of both August 31, ~~2024 and 2023 and 2022~~, the Company had an insurance receivable in the same amount as the environmental reserve for such source control work. ~~84-80~~ **Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc.** Form 10- K Fiscal ~~2024~~ **2023** ~~SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING~~ **NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS** Other Legacy Environmental Loss Contingencies The Company's environmental loss contingencies as of August 31, ~~2024 and 2023 and 2022~~, other than Portland Harbor, include actual or possible investigation and remediation costs from historical contamination at sites currently or

formerly owned or formerly operated by the Company or at other sites where the Company may have responsibility for such costs due to past disposal or other activities (“ legacy environmental loss contingencies ”). These legacy environmental loss contingencies relate to the potential remediation of waterways and soil and groundwater contamination and may also involve natural resource damages, governmental fines and penalties, and claims by third parties for personal injury and property damage. The Company has been notified that it is or may be a potentially responsible party at certain of these sites, and investigation and remediation activities are ongoing or may be required in the future. The Company recognizes a liability for such matters when the loss is probable and can be reasonably estimated. When investigation, allocation, and remediation activities are ongoing or where the Company has not yet been identified as having responsibility or the contamination has not yet been identified, it is reasonably possible that the Company may need to recognize additional liabilities in connection with such sites but the Company cannot currently reasonably estimate the possible loss or range of loss absent additional information or developments. Such additional liabilities, individually or in the aggregate, may have a material adverse effect on the Company’ s results of operations, financial condition, or cash flows. In fiscal 2018, the Company accrued \$ 4 million for the estimated costs related to remediation of shredder residue disposed of in or around the 1970s at third- party sites located near each other. Investigation activities have been conducted under oversight of the applicable state regulatory agency. As of August 31, ~~2024 and 2023 and 2022~~, the Company had \$ ~~5 million and \$ 4 million~~, **respectively**, accrued for this matter. It is reasonably possible that the Company may recognize additional liabilities in connection with this matter at the time such losses are probable and can be reasonably estimated. The Company previously estimated a range of reasonably possible losses related to this matter in excess of current accruals at between zero and \$ 28 million based on a range of remedial alternatives and subject to development and approval by regulators of specific remedy implementation plans. However, subsequent to the development of those remedial alternatives, the Company performed additional investigative activities under new state requirements that are likely to impact the required remedial actions and associated cost estimates, but the scope of such impacts and the amount or the range of the additional associated costs are not reasonably estimable at this time and are subject to further investigation, analysis, and discussion by the Company and regulators. ~~The Company is investigating whether a portion or all of the current and future losses related to this matter, if incurred, are covered by existing insurance coverage or may be offset by contributions from other responsible parties.~~ In addition, the Company’ s loss contingencies as of August 31, ~~2024 and 2023 and 2022~~ included \$ ~~2 million and \$ 5 million and \$ 8~~-million, respectively, for the estimated costs related to environmental matters in connection with a closed facility owned and previously operated by an indirect, wholly- owned subsidiary, including monitoring and remediation of soil and groundwater conditions and funding for wellhead treatment facilities. In fiscal 2023, the Company accrued an incremental \$ 7 million for certain soil remediation activities based on additional information related to estimated costs to complete. Investigation and remediation activities have been conducted under the oversight of the applicable state regulatory agency and are on- going, and the Company’ s subsidiary has also been working with state and local officials with respect to the protection of public and private water supplies. As part of its activities relating to the protection of public water supplies, the Company’ s subsidiary agreed to reimburse the municipality for certain studies and plans and to provide funding for the construction and operation by the municipality of wellhead treatment facilities. It is reasonably possible that the Company may recognize additional liabilities in connection with this matter at the time such additional losses are probable and can be reasonably estimated. However, the Company cannot reasonably estimate at this time the possible additional loss or range of possible additional losses associated with this matter pending the on- going implementation of the approved remediation plans for soil and groundwater conditions and completion and operation of the wellhead treatment facilities. In addition, the Company’ s loss contingencies as of ~~both~~ August 31, ~~2024 and 2023 and 2022~~ included \$ 10 million ~~and \$ 7 million, respectively~~, for the estimated costs related to remediation of a site a portion of which was previously leased to and operated by an indirect, wholly- owned subsidiary. In connection with settlement of a lawsuit relating to allocation of the remediation costs, the Company’ s subsidiary agreed to perform the remedial action related to metals contamination on the site initially estimated to cost approximately \$ 7. 9 million, and another potentially liable party agreed to perform the remedial action related to creosote contamination at the site. As part of the settlement, other potentially liable parties agreed to make payments totaling approximately \$ 7. 6 million to fund the remediation of the metals contamination at the site in exchange for a release and indemnity. This amount was fully funded ~~into a client trust account for the Company’ s subsidiary in December fiscal 2020-2021~~. See “ Other Assets ” in Note 2- Summary of Significant Accounting Policies for further discussion of this ~~client trust account~~. In the fourth quarter of fiscal 2023, the Company increased its estimate of the cost to perform the remedial action by approximately \$ 3 million. It is reasonably possible that the Company may recognize additional liabilities in connection with this matter at the time such additional losses are probable and can be reasonably estimated. The Company estimates the reasonably possible additional losses associated with this matter to range from zero to \$ 10 million as of August 31, ~~2023-2024~~, pending completion, approval, and implementation of the remediation action plan. ~~85-81/ Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2024 2023~~**SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS-Summary- Environmental ContingenciesWith respect to environmental contingencies other than the Portland Harbor Superfund site and the Other Legacy Environmental Loss Contingencies, which are discussed separately above, management currently believes that adequate provision has been made for the potential impact of its environmental contingencies. Historically, the amounts the Company has ultimately paid for such remediation activities have not been material in any given period, but there can be no assurance that such amounts paid will not be material in the future. Contingencies- ~~Other~~**Other****On May 6, 2022, The Athletics Investment Group LLC (“ A’ s ”) filed an action in the Superior Court of the State of California, County of Alameda against the Bay Area Air Quality Management District (“ BAAQMD ”) as Respondent and the Company as Real Party in Interest (the “ BAAQMD Case ”) alleging that the BAAQMD has failed to properly regulate the Company’ s Oakland shredder facility under the federal and California Clean Air Acts and seeking an order requiring the BAAQMD to revoke the Company’ s**

Permit to Operate for the Oakland facility. On June 3, 2022, the BAAQMD removed this action to the United States District Court, Northern District of California where the A's had previously filed an action against the Company on July 7, 2021 raising substantially similar issues under the federal Clean Air Act's citizen suit provision alleging violations by the Oakland facility of the federal Clean Air Act and permit conditions and seeking declaratory and injunctive relief (the "CAA Case"). The A's recently disclosed that they were also seeking up to approximately \$183 million in fines in the CAA Case, which claims the Company denies. The Company has vigorously defended against the claims asserted in the CAA Case, which is currently set for trial commencing November 12, 2024. The BAAQMD Case was remanded back to Alameda Superior Court on October 7, 2022, and no schedule has yet been established for that case. On June 28, 2024, the Alameda County Criminal Grand Jury returned an indictment against the Company and two operations employees alleging felony and misdemeanor environmental regulatory violations for mishandling hazardous waste, including destruction of evidence, arising from the August 2023 scrap metal fire at the Company's Oakland, CA facility and the Company's subsequent shredding of the burned material. The Company disputes the allegations and intends to vigorously defend itself in connection with these allegations. The Company does not anticipate that the ultimate outcome of this matter will have a material adverse effect on its results of operations, financial condition, or cash flows. In addition to legal proceedings relating to the contingencies described above, the Company is a party to various legal proceedings arising in the normal course of business. The Company recognizes a liability for such matters when the loss is probable and can be reasonably estimated. The Company does not anticipate that the liabilities arising from such legal proceedings in the normal course of business, after taking into consideration expected insurance recoveries, will have a material adverse effect on its results of operations, financial condition, or cash flows.

86-82 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10-K Fiscal 2023-2024 Note 11- Accumulated Other Comprehensive Loss The components of accumulated other comprehensive loss, net of tax, are as follows as of August 31, 2024, 2023, and 2022, and 2021 (in thousands): Foreign Currency Translation Adjustments Cash Flow Hedges, net Pension Obligations, net Total Balance as of September 1, 2020-2021 \$ (34,311, 184,609) \$ — \$ (2,687,945) \$ (36,341, 871,554) Other comprehensive income (loss) before reclassifications (3,070) — (2,715,575) — (530) 2,045 Income tax benefit expense — — (80) (80) Other comprehensive income (loss) before reclassifications, net of tax (3,070) — (2,795,575) — (410) 2,165 Amounts reclassified from accumulated other comprehensive loss — — Income tax benefit — — (44,761) (44,761) Amounts reclassified from accumulated other comprehensive loss, net of tax — — Net periodic other comprehensive income (loss) 2,575 — (258).....

periodic other comprehensive (loss) income (3,070) — (2,535) Balance as of August 31, 2022 (34,679) — (2,410) (37,089) Other comprehensive loss before reclassifications (2,661) (277) (2) (2,940) Income tax benefit — — Other comprehensive loss before reclassifications, net of tax (2,661) (215) (2) (2,878) Amounts reclassified from accumulated other comprehensive loss — (115) Income tax expense (benefit) — (108) (82) Amounts reclassified from accumulated other comprehensive loss, net of tax — (89) Net periodic other comprehensive income (loss) income (2,661) (304) (2,994) Balance as of August 31, 2023 2,575 — (37,258) 2,340-317 Balance as of August 31, 2021 (31,609) — (304) (2,039,945) (39,341, 683,554) Other comprehensive income (loss) income before reclassifications (338,3,070) — (2,715,86) (246) Income tax expense — — (40,80) (20,80) Other comprehensive income (loss) income before reclassifications, net of tax (338,3,070) — (2,795,66) (266) Amounts reclassified from accumulated other comprehensive loss — — (1,365) 1,078 (287) Income tax expense (benefit) — — (243,76) (76) Amounts reclassified from accumulated other comprehensive loss, net of tax — — (1,058) (223) Net periodic other comprehensive income (loss) income (338) — (37,340,678) \$ (304,1,428) \$ (2,1,039,066) \$ (39,40,683,172)

Reclassifications from accumulated other comprehensive loss to earnings, both individually and in the aggregate, were not material to the impacted captions in the Consolidated Statements of Operations in all periods presented.

87-83 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10-K Fiscal 2023-2024 Note 12- Revenue Disaggregation of Revenues The table below illustrates the Company's revenues disaggregated by major product and sales destination (in thousands): Year Ended August 31, Major product information: Ferrous revenues \$ 1, 388,543 \$ 1,439,983 \$ 1,914,255 \$ 1,557,891 Nonferrous revenues 738,843 781,102 892,444 684,862 Steel revenues (1) 439,762 507,550 531,731 379,203 Retail and other revenues 171,544 153,589 147,385 136,595 Total revenues \$ 2, 738,692 \$ 2,882,224 \$ 3,485,815 \$ 2,758,551 Revenues based on sales destination: Foreign \$ 1, 464,999 \$ 1,508,019 \$ 1,925,235 \$ 1,612,744 Domestic 1, 273,693 1,374,205 1,560,580 1,145,807 Total revenues \$ 2, 738,692 \$ 2,882,224 \$ 3,485,815 \$ 2,758,551 (1) Steel revenues include predominantly sales of finished steel products, in addition to sales of semi-finished goods (billets) and steel manufacturing scrap. In fiscal 2024, 2023, and 2022, and 2021, the Company had no external customer that accounted for more than 10% of the Company's consolidated revenues. Sales to customers located in foreign countries are a significant part of the Company's business. The schedule below identifies those foreign countries to which the Company's sales exceeded 10% of consolidated revenues in any of the last three years ended August 31 (in thousands): % of Revenue % of Revenue % of Revenue Revenues Bangladesh \$ 410,531 % N / A N / A \$ 446,385 % Turkey \$ 375,335, 668,581 % N / A N / A N / A N / A N / A N / A = Sales were less than the 10% threshold. Receivables from Contracts with Customers The revenue accounting standard defines a receivable as an entity's right to consideration that is unconditional, meaning that only the passage of time is required before payment is due. As of August 31, 2024 and 2023 and 2022, receivables from contracts with customers, net of an allowance for credit losses, totaled \$208 million and \$230 million, respectively, representing represented substantially all 99% and 97%, respectively, of total accounts receivable reported in the Consolidated Balance Sheets as of each reporting date. Contract Liabilities Contract consideration received from a customer prior to revenue recognition is recorded as a contract liability and is recognized as revenue when the Company satisfies the related performance obligation under the terms of the contract. The Company's contract liabilities, which consist almost entirely of customer deposits for recycled metal and finished steel sales contracts reported within accounts payable in the Consolidated Balance Sheets, totaled \$10 million and \$7 million and \$8 million as of August 31, 2024 and 2023 and 2022, respectively. Unsatisfied performance obligations reflected in these

contract liabilities relate to contracts with original expected durations of one year or less and, therefore, are not disclosed. The substantial majority of outstanding contract liabilities are reclassified to revenues within three months of the reporting date as a result of satisfying performance obligations. Note 13- Employee Benefits The Company and certain of its subsidiaries have or contribute to qualified and nonqualified retirement plans. These plans include a defined benefit pension plan, a supplemental executive retirement benefit plan (“SERBP”), multiemployer pension plans, defined contribution plans, and a deferred compensation plan. **88-84 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2024**

2023SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLINGNOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Defined Benefit Pension Plan and Supplemental Executive Retirement Benefit PlanThe Company maintains a qualified defined benefit pension plan for certain nonunion employees. Effective June 30, 2006, the Company froze this plan and ceased accruing further benefits for employee service. The Company reflects the funded status of the defined benefit pension plan as a net asset or liability in its Consolidated Balance Sheets. Changes in its funded status are recognized in comprehensive income. The Company amortizes as a component of net periodic pension benefit cost a portion of the net gain or loss reported within accumulated other comprehensive loss if the beginning- of- year net gain or loss exceeds 5 % of the greater of the benefit obligation or the market value of plan assets. **Net periodic** **The net funded status of the** pension **plan** benefit cost was **as follows: Year Ended August 31,** not material for each of the fiscal years presented in this report. The fair **Fair** value of plan assets was \$ 15 million and **13, 385 \$ 14** 16 million as of August 31, **513** 2023 and 2022, respectively, and the projected **Projected** benefit obligation was **(9, 565) (10, 947) Net funded status** \$ 11 million and **3, 820 \$ 3** 12 million as of August 31, **566** 2023 and 2022, respectively. The plan was fully funded with the plan assets exceeding the projected benefit obligation by \$ 4 million as of both August 31, 2023 and 2022. Under the fair value hierarchy, plan assets comprised Level 1 and Level 2 investments as of August 31, **2024 and** 2023 and 2022. Level 1 investments are valued based on quoted market prices of identical securities in the principal market. Level 2 investments are corporate bonds valued at the yields currently available on comparable securities of issuers with similar credit ratings. No significant contributions are expected to be made to the defined benefit pension plan in the future; however, changes in the discount rate or actual investment returns that are lower than the long- term expected return on plan assets could result in the need for the Company to make additional contributions. The assumed discount rate used to calculate the projected benefit obligation was **4. 8 % and** **5. 1** 13 % and **4. 40** % as of August 31, **2024 and** 2023 and 2022, respectively. The Company estimates future annual benefit payments to be between \$ **1 million** **500 thousand** and \$ **4** 2 million per year. The Company also has a nonqualified SERBP for certain executives. A restricted trust fund has been established with assets invested in life insurance policies that can be used for plan benefits, although the fund is subject to claims of the Company’s general creditors. The trust fund is included in other assets, the current portion of the pension liability is included in other accrued liabilities, and the noncurrent portion of the pension liability is included in other long- term liabilities in the Company’s Consolidated Balance Sheets. The trust fund was valued at \$ 4 million as of each August 31, **2024 and** 2023 and 2022. The trust fund assets’ gains and losses are included in other **loss expense**, net in the Company’s Consolidated Statements of Operations. The benefit obligation was \$ 4 million as of each of August 31, **2024 and** 2023 and 2022. **Net periodic pension benefit cost under the SERBP was not material for each of the fiscal years presented in this report.** Because the defined benefit pension plan and the SERBP are not material to the Consolidated Financial Statements, other disclosures required by U. S. GAAP have been omitted. Multiemployer Pension PlansThe Company contributes to **14** **13** multiemployer pension plans in accordance with its collective bargaining agreements. Multiemployer pension plans are defined benefit plans sponsored by multiple employers in accordance with one or more collective bargaining agreements. The plans are jointly managed by trustees that include representatives from both management and labor unions. Contributions to the plans are made based upon a fixed rate per hour worked and are agreed to by contributing employers and the unions in collective bargaining. Benefit levels are set by a joint board of trustees based on the advice of an independent actuary regarding the level of benefits that agreed- upon contributions can be expected to support. To the extent that the pension obligation of other participating employers is unfunded, the Company may be required to make additional contributions in the future to fund these obligations. One of the multiemployer plans that the Company contributes to is the Steelworkers Western Independent Shops Pension Plan (“WISPP,” EIN 90- 0169564, Plan No. 001) benefiting the union employees of the Company’s steel manufacturing operations, which are covered by a collective bargaining agreement that will expire on March 31, 2026. As of October 1, 2022, the WISPP was certified by the plan’s actuaries as being in the Green Zone, as defined by the Pension Protection Act of 2006. The Company contributed \$ 4 million to the WISPP for each of the years ended August 31, **2024,** 2023, **and** 2022, **and** 2021. These contributions represented more than 5 % of total contributions to the WISPP for each year. Company contributions to all of the multiemployer plans totaled \$ **7** **8** million **for the year ended August 31,** **2024,** and \$ 7 million, **and** \$ **6** million **for each of** the years ended August 31, 2023, **and** 2022, **and** 2021, respectively. Defined Contribution PlansThe Company has several defined contribution plans covering certain employees. Company contributions to the defined contribution plans totaled \$ 6 million, **\$ 5** million, **and** \$ 4 million for the years ended August 31, **2024 and** 2023, **and totaled \$ 5 million for the year ended August 31,** 2022, **and** 2021, respectively. **89-85 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2024**

2023SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLINGNOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Deferred Compensation PlanIn fiscal 2021, the Company established a non- qualified deferred compensation plan (the “DCP”) which permits eligible employees to elect to defer receipt of compensation including salary, bonuses, and certain equity awards made under the Company’s long- term incentive plan. The DCP also allows the Company to make discretionary contributions to participant accounts that may be subject to one or more vesting schedules. Participant contributions, excluding equity awards subject to vesting conditions, are fully vested at all times. The deferred compensation liability as of August 31, **2024 and** 2023 and 2022 was \$ **6 million and** \$ **4** million **and** \$ **1** million, respectively, consisted entirely of deferred salary and bonuses, and was substantially all noncurrent and classified within other long- term liabilities on the Consolidated Balance Sheets. The Company maintains a rabbi trust to fund obligations

under the DCP. The carrying value of assets held in the rabbi trust, which comprise company- owned life insurance policies, substantially equaled the deferred compensation liability as of both August 31, ~~2024 and 2023 and 2022~~. The rabbi trust asset is classified within other assets on the Consolidated Balance Sheets. Note 14- Share- Based CompensationThe Company’ s 1993 Stock Incentive Plan, as amended (the “ ~~SIP-1993 Plan~~ ”), was established to provide for the grant of stock- based compensation awards to its employees, consultants, and directors. The ~~SIP-1993 Plan authorizes~~ ~~authorized~~ the grant of restricted shares, restricted stock units, performance- based awards including performance share awards, stock options, and stock appreciation rights, and other stock- based awards. The ~~SIP-1993 Plan was~~ administered by the Compensation Committee of the Company’ s Board of Directors (“ Compensation Committee ”). **On January 30, 2024, the Company’ s shareholders approved the Radius Recycling, Inc. 2024 Omnibus Incentive Plan (the “ 2024 Omnibus Incentive Plan ”). The 2024 Omnibus Incentive Plan authorizes the Compensation Committee to grant to directors, officers, employees, consultants, and advisors of the Company incentive compensation, including share- based compensation. The 2024 Omnibus Incentive Plan replaces and supersedes the remaining shares available for grant under 1993 Plan.** There are ~~12.3~~ **2.0** million shares of Class A common stock reserved for issuance under the **2024 Omnibus Incentive Plan SIP**, of which ~~2.0~~ million were **Additionally, any awards granted under the 1993 Plan and subsequently canceled or withheld in payment for taxes relating to an award vesting will become** available for future grants ~~as under the 2024 Omnibus Incentive Plan.~~ **As of August 31, 2023-2024 , there were 3.1 million shares available for future grants** . Share- based compensation expense recognized in cost of goods sold or selling, general, and administrative expense, as applicable, was **\$ 9 million**, \$ 11 million, **and \$ 19 million**, and \$ 18 million for the years ended August 31, **2024, 2023, and 2022** , and 2021, respectively. Restricted Stock Units (“ RSUs ”) **During Both** the years ended August 31, **2023-2024** ; **2022, Omnibus Incentive Plan** and 2021, the **1993 Plan authorize** Compensation Committee granted 213, 080, 160, 312, and 317, 760 RSUs- **RSU awards** , respectively, to **certain the Company’ s key employees under the SIP-subject to certain conditions and restrictions** . RSUs generally vest 20 % per year over five years commencing October 31 of the year after grant. Each RSU entitles the recipient to receive one share of Class A common stock upon vesting. The estimated fair value of an RSU is based on the market closing price of the underlying Class A common stock on the date of grant. **Compensation cost for** The weighted average grant date fair value of RSUs **granted was \$ 31.80, \$ 52.32, and \$ 22.26 per unit for the years ended August 31, 2023, 2022, and 2021, respectively.** The total estimated fair value of RSUs granted was \$ 7 million, \$ 8 million, and \$ 7 million for the years ended August 31, 2023, 2022, and 2021, respectively. For RSUs granted in each of these fiscal years, the compensation cost is recognized over the requisite service period of the awards, net of forfeitures, which for participants who were retirement eligible as of the grant date or who will become retirement eligible during the five- year term of the award is the longer of two years or the period ending on the date retirement eligibility is achieved. A summary of the Company’ s RSU activity for the year ended August 31, ~~2023-2024~~ is as follows: Number of Units (in thousands) Weighted AverageGrant DateFair Value Outstanding as of August 31, 2022 \$ 26.59 **Granted \$ 31.80 Vested (270) \$ 25.17 Forfeited (42) \$ 28.61 Outstanding as of August 31, 2023 \$ 28.57 **Granted \$ 23.39 Vested (250) \$ 25.50 Forfeited (31) \$ 33.36 Outstanding as of August 31, 2024 \$ 27.34** For the years ended August 31, **2023, and 2022, the weighted average grant date fair value of RSUs granted was \$ 31.80 and \$ 52.32, respectively.** The total fair value of RSUs that vested, based on the market closing price of the underlying Class A common stock on the vesting date, was **\$ 5 million, \$ 7 million, and \$ 8.15 million**, and \$ 10 million for the years ended August 31, **2024, 2023, and 2022** ; and 2021, respectively. As of August 31, ~~2023-2024~~ , total unrecognized compensation costs related to unvested RSUs amounted to \$ 8 million, which is expected to be recognized over a weighted average period of two years. ~~90-86 /~~ **Schnitzer Steel Industries, Inc. dba Radius Recycling , Inc.** Form 10- K Fiscal **2024** ~~2023~~ **SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING** NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS-Performance Share AwardsThe SIP **AwardsBoth the 2024 Omnibus Incentive Plan and the 1993 Plan authorizes- authorize the issuance of** performance- based awards to certain employees subject to certain conditions and restrictions. Vesting is subject to both the continued employment of the participant with the Company and the achievement of certain performance goals established by the Compensation Committee. A participant generally must be employed by the Company on October 31 following the end of the performance period to receive an award payout. However, adjusted awards are paid if employment terminates earlier on account of a qualifying employment termination event such as death, disability, retirement, termination without cause after the first year of the performance period, or a sale of the Company. In recent years, the performance share awards have comprised two separate and distinct awards with different vesting conditions. Awards vest if the threshold level under the specified metric is met at the end of the approximately three- year performance period. For awards granted in fiscal **.For awards granted in fiscal 2021,the performance metrics are** the Company’ s average- TSR percentile rank- relative to a designated peer group and the Company’ s **ROCE recycled metal volume growth** . Award share payouts depend on the extent to which the performance goals have been achieved. The number of shares that a participant receives is equal to the **award number of performance shares** granted multiplied by the ~~a~~ payout factor, which ranges from a threshold of 50 % to a maximum of 200 % . The TSR awards granted in fiscal ~~2024-2021~~ stipulate certain limitations to the payout in the event the payout reaches a defined ceiling level or the Company’ s TSR is negative . For awards- 2023 and **fiscal** 2022, the performance metrics are the Company’ s recycled metal volume growth and its return on capital employed (“ ROCE ”). Award share payouts depend on the extent to which the performance goals have been achieved, which performance- based payout factors are adjusted by a **total shareholder return (“ TSR ”)**-modifier based on the Company’ s average TSR percentile rank relative to a designated peer group. The number of shares that a participant receives is equal to the number of performance shares granted multiplied by an initial payout factor based on recycled metal volume growth and ROCE, which ranges from a threshold of 50 % to a maximum of 200 % . The final payout factor is then determined by applying the TSR modifier to the initial payout factor within a certain range, with a maximum increase or decrease of 20 % . **For awards granted in fiscal 2021..... the Company’ s TSR is negative** . The Company estimates the fair value of performance share awards with a TSR market condition using a Monte- Carlo simulation model**

utilizing several key assumptions, including the following for such awards granted during the years ended August 31: Expected share price volatility (Radius) **47.9%**, 56.1% 51.6% ~~48.5%~~ Expected share price volatility (Peer group) **46.6%**, 60.5% 58.5% ~~54.9%~~ Expected correlation to peer group companies **46.6%**, 48.1% 46.0% ~~44.5%~~ Risk-free rate of return **4.168%**, **4.2%**, 0.661% ~~0.23%~~ The fair value of the **ROCE-recycled metal volume growth** awards granted in fiscal **2021-2024**, which awards do not have a TSR market condition, is based on the market closing price of the underlying Class A common stock on the grant date. ~~All~~ **The compensation cost for the TSR-based performance share awards granted in fiscal 2023-2024 is** and 2022 have a non-market performance condition (either recycled metal volume growth or ROCE) in addition to a market condition (TSR modifier), and the ROCE awards granted in fiscal 2021 have only a non-market performance condition. The Company accrues compensation cost for these performance share awards based on the **grant-date fair value** probable outcome of achieving the specified performance conditions, net of estimated forfeitures, **and is recognized** over the requisite service period (or to the date a qualifying employment termination event entitles the recipient to a prorated award, if before the end of the service period), **regardless of whether the market condition has been or will be satisfied. The compensation cost for performance share awards with a non-market performance condition granted in fiscal year 2024 (recycled metals volume growth) and fiscal years 2023 and 2022 (either recycled metals volume growth or ROCE, with a TSR modifier) is recognized over the requisite service period (or to the date a qualifying employment termination event entitles the recipient to a prorated award, if before the end of the service period) based on the probable outcome of achieving the specified performance conditions, net of estimated forfeitures.** The Company reassesses whether achievement of the performance conditions is probable at each reporting date. If it is probable that the actual performance results will exceed the stated target performance conditions, the Company accrues additional compensation cost for the additional performance shares to be awarded. If, upon reassessment, it is no longer probable that the actual performance results will exceed the stated target performance conditions, or that it is no longer probable that the target performance conditions will be achieved, the Company reverses any recognized compensation cost for shares no longer probable of being issued. If the performance conditions are not achieved at the end of the performance period, all related compensation cost previously recognized is reversed. **87** ~~The compensation cost for the TSR awards granted in fiscal 2021 based on the grant-date fair value, net of estimated forfeitures, is recognized over the requisite service period (or to the date a qualifying employment termination event entitles the recipient to a prorated award, if before the end of the service period), regardless of whether the market condition has been or will be satisfied. During the years ended August 31, 2023, 2022, and 2021, the Compensation Committee granted a total of 211,046 (105,523 recycled metal volume growth with TSR modifier and 105,523 ROCE with TSR modifier), 153,080 (76,540 recycled metal volume growth with TSR modifier and 76,540 ROCE with TSR modifier), and 316,649 (157,791 TSR and 158,858 ROCE) performance share awards, 91/ Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10-K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS respectively. The weighted average grant date fair value per share of performance share awards granted was \$ 32.10, \$ 54.29, and \$ 22.33 for the years ended August 31, 2023-2024, 2022, and 2021, respectively. A summary of the Company's performance-based awards activity for the year ended August 31, 2023-2024 is as follows: Number of Awards (in thousands) Weighted Average Grant Date Fair Value Outstanding as of August 31, 2022 \$ 28.16 Granted \$ 32.10 Performance achievement (1) \$ 20.98 Vested (487) \$ 21.20 Forfeited (50) \$ 34.20 Outstanding as of August 31, 2023 \$ 32.44 **Granted- Recycled metal volume growth \$ 23.39 Granted- TSR \$ 22.94 Performance achievement (1) \$ 22.26 Vested (395) \$ 22.30 Forfeited (97) \$ 26.19 Outstanding as of August 31, 2024 \$ 33.15** (1) Reflects the net number of awards achieved above target levels based on actual performance measured at the end of the performance period. **For the years ended August 31, 2023 and 2022, the weighted average grant date fair value per share of performance share awards granted was \$ 32.10 and \$ 54.29, respectively.** The total fair value of performance share awards which vested, based on the market closing price of the Company's Class A common stock on the vesting date, was \$ **9 million, \$ 13 million, and \$ 14 million, and \$ 7 million** for the years ended August 31, **2024, 2023, and 2022, and 2021**, respectively. As of August 31, **2023-2024**, total unrecognized compensation costs related to unvested performance share awards amounted to \$ 4 million, which is expected to be recognized over a weighted average period of two years. Deferred Stock Units ("DSUs") The Deferred Compensation Plan for Non-Employee Directors ("DSU Plan") provides for the issuance of DSUs to non-employee directors to be granted under the DSU Plan. Each DSU gives the director the right to receive one share of Class A common stock at a future date. Immediately following the annual meeting of shareholders, each non-employee director receives DSUs which become fully vested on the day before the next annual meeting, subject to continued service on the Board. The compensation cost associated with the DSUs granted is recognized over the requisite service period of the awards. The Company issues Class A common stock to a director pursuant to vested DSUs in a lump sum in January of the first year after the director ceases to be a director of the Company, subject to the right of the director to elect an installment payment program under the DSU Plan. **DSUs with vesting conditions granted during** **During** the years ended August 31, **2024, 2023, and 2022** **the**, and 2021 totaled 21,438 units, 20,876 units, and 28,042 units, respectively. The compensation cost associated with DSUs and the total value of shares **granted and** vested during each of these fiscal years, as well as the unrecognized compensation cost as of August 31, **2023-2024**, were not material. Note 15- Derivative Financial Instruments Interest Rate Swaps The Company is exposed to interest rate risk on its debt and may enter interest rate swap contracts to effectively manage the impact of interest rate changes on its outstanding debt, which has predominantly floating interest rates. The Company does not enter interest rate swap transactions for trading or speculative purposes. During the fiscal year ended August 31, 2023, the Company entered three pay-fixed interest rate swap transactions, each with a different major financial institution counterparty and designated as a cash flow hedge, to hedge the variability in interest cash flows associated with the Company's variable-rate loans under its bank revolving credit facilities. The interest rate swaps involve the receipt of variable-rate amounts from the counterparty in exchange for the Company making fixed-rate payments over the life of the agreement without exchange of the underlying notional amount. These contracts mature in August~~

2026. As of **each of** August 31, **2024 and** 2023, the total notional amount of these interest rate swaps was \$ 150 million. The fair values of the interest rate swaps are based upon inputs corroborated by observable market data which is considered Level 2 of the fair value hierarchy. The fair value of derivative instruments in the Consolidated Balance Sheet as of August 31, **2024 and** 2023 is as follows (in thousands): **92-88 / Schnitzer Steel Industries, Inc. dba Radius Recycling , Inc. Form 10- K Fiscal 2024 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS-Asset (Liability) Derivatives Balance Sheet Location August 31, 2024 August 31, 2023 Interest rate swap contracts Prepaid expenses and other current assets \$ — \$ 1, 163 Interest rate swap contracts Other accrued liabilities (174) — Interest rate swap contracts Other long- term liabilities (1, 667) (1, 555) See Note 11- Accumulated Other Comprehensive Loss for tabular presentation of the effects of interest rate swap derivative cash flow hedges on other comprehensive income. All related cash flow hedge amounts reclassified from accumulated other comprehensive income (“ AOCI ”) were recorded in interest expense on the Consolidated Statement of Operations for the **year-years** ended August 31, **2024 and** 2023, which reclassified amounts totaled **\$ 1 million and** less than \$ 1 million , **respectively**. Total interest expense was **\$ 27 million and** \$ 19 million for the **year-years** ended August 31, **2024 and** 2023 , **respectively**. There was no hedge ineffectiveness with respect to the Company’ s interest rate swap cash flow hedges for the **year-years** ended August 31, **2024 and** 2023. Note 16- Income Taxes-TaxesIncome (Loss loss) income from continuing operations before income taxes was as follows for the years ended August 31 (in thousands): United States \$ (**305, 577**) \$ (32, 541) \$ 204, 150 \$ **195, 037** Foreign **(15, 856)** 4, 465 12, 526 **12, 952**-Total \$ (**321, 433**) \$ (28, 076) \$ 216, 676 \$ **207, 989**-Income tax **expense** (benefit) **expense** from continuing operations consisted of the following for the years ended August 31 (in thousands): Current: Federal \$ (**5, 161**) \$ (377) \$ 18, 114 \$ **27, 244** State 1, 392 3, 811 Foreign (**4, 318**) Total current tax expense **(benefit) (5, 272)** 1, 187 19, 545 31, 051-Deferred: Federal (**53, 831**) (4, 198) 21, 771 6, 939 State (**264**) (686) (547) Foreign **4, 082** 2, 501 Total deferred tax **expense** (benefit) **expense (50, 013)** (3, 934) 25, 052 6, 884 Total income tax **expense** (benefit) **expense (55, 285)** \$ (2, 747) \$ 44, 597 \$ **37, 935** 93 / Schnitzer Steel Industries, Inc. dba Radius Reeycling Form 10- K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS-A reconciliation of the difference between the federal statutory rate and the Company’ s effective tax rate for the years ended August 31 is as follows: Federal statutory rate 21. 0 % 21. 0 % 21. 0 % State taxes, net of credits **2. 1** 5. 0 1. 6 **1. 4** Foreign income taxed at different rates **—** (1. 2) **—** (0. 5) Valuation allowance on deferred tax assets (**4. 5**) (6. 1) 0. 4 (1. 0) Federal rate change **—** 0. 4 Non- deductible officers’ compensation (**0. 3**) (7. 8) 2. 5 **1. 2** Other non- deductible expenses (**0. 4**) (1. 6) 0. 3 0. 4 Noncontrolling interests 0. 3 (0. 3) (0. 5) Research and development credits **0. 4** 6. 4 (0. 9) (1. 5) Tax return to provision adjustment **—** (1. 2) (2. 4) **—** Unrecognized tax benefits **0. 1** (8. 5) 1. 2 **0. 9** Interest income **0. 2** 1. 4 (0. 1) (0. 1) Excess tax benefit from stock-based compensation **—** 3. 2 (1. 6) Non- deductible goodwill (**1. 5**) **—** Other 0. 2 Foreign derived intangible income **—** (1. 0) (2. 5) 8) Other (1. 4) (0. 1) (0. 8) Effective tax rate **17. 2 %** 9. 8 % 20. 6 % **18. 89 / Radius Recycling, Inc. 2- Form 10- K Fiscal 2024** Effective Tax Rate The Company’ s effective tax rate from continuing operations for fiscal year **2023-2024** was a benefit on pre- tax loss of **17. 2 % , compared to a benefit on pre- tax loss of** 9. 8 % ; **compared to for fiscal 2023 and** an expense on pre- tax income of 20. 6 % and 18. 2 % for fiscal 2022 and 2021, respectively. The Company’ s effective tax rate from continuing operations for fiscal 2024 was lower than the U. S. federal statutory rate of 21 % primarily due to the effect of permanent differences from non- deductible goodwill and the recognition of a valuation allowance against deferred tax assets in the Company’ s U. S. federal, state and foreign tax jurisdictions. The Company’ s effective tax rate from continuing operations for fiscal 2023 was lower than the U. S. federal statutory rate of 21 % primarily due to the aggregate effect of the relatively low absolute level of pre- tax earnings, permanent differences from non- deductible expenses, and unrecognized tax benefits. The Company’ s effective tax rate from continuing operations for fiscal 2022 approximated the U. S. federal statutory rate of 21 % , reflecting tax benefits from vesting of share- based awards, the foreign derived intangible income (“ FDII ”) deduction, and research and development credits, offset by the aggregate impact of state taxes and permanent differences from non- deductible expenses. The Company’ s effective tax rate from continuing operations for fiscal 2021 was lower than the U. S. federal statutory rate of 21 % primarily due to the benefit from the FDH deduction, the impact of research and development credits, and the release of the valuation allowance against Puerto Rico deferred tax assets. Inflation Reduction Act On August 16, 2022, the Inflation Reduction Act of 2022 (“ IRA ”) was signed into law, which included the introduction of a new 15 % Corporate Alternative Minimum Tax (“ CAMT ”), as well as a 1 % excise tax on corporate share repurchases. The Company does not meet the threshold to be subject to the CAMT, and there were no other impacts of the IRA to the Company in fiscal 2023 or 2022. 94 / Schnitzer Steel Industries, Inc. dba Radius Reeycling Form 10- K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS-Deferred Tax Assets and Liabilities Deferred tax assets and liabilities comprised the following as of August 31 (in thousands): Deferred tax assets: Operating lease liabilities \$ **17-19, 605-806** \$ 17, 901-605 Amortizable goodwill and other intangibles **44, 193** 13, 488 9, 914 Employee benefit accruals **6, 709** 8, 772 12, 241 Net operating loss carryforwards **35, 089** 20, 280 7, 499 Environmental liabilities 10, **755** 10, 109 9, 742 Other contingencies **1, 911** 5, 579 5, 199 State credit carryforwards **8, 360** 7, 711 7, 212 Inventory valuation methods **1, 755** 2, 508 2-163 (j) interest expense carryforward **10, 749-138 3, 786** Other **7-5, 193-424** 3, 687-407 Valuation allowances (**31, 420**) (17, 042) (15, 342) Total deferred tax assets **112, 720** 76, 203 60, 802-Deferred tax liabilities: Accelerated depreciation and other basis differences **60, 193** 61, 938 60, 539 Operating lease right- of- use assets **19, 786** 17, 573 17, 353 Investment in operating partnerships **14, 805** 25, 769 15, 553-Prepaid expense acceleration and other **3, 831** 6, 827 6, 087 Total deferred tax liabilities **98, 615** 112, 107 99, 532-Net deferred tax **assets (liabilities)** \$ **14, 105** \$ (35, 904) \$ (38, 730) As of August 31, **2023-2024** , deferred tax assets related to U. S. federal operating loss carryforwards were \$ **11-24** million **with which had a \$ 5 million valuation allowance and** no expiration period, and deferred tax assets related to state operating loss carryforwards were \$ **9-12** million, the majority of which had a **full** valuation allowance. **Incremental State-state** operating loss carryforwards will **begin to** expire if not used in**

various on tax returns filed between fiscal years beginning in 2023-2025 and 2045. State credit carryforwards had a full valuation allowance and will begin to expire if not used on tax returns filed between fiscal years 2023-2025 and 2037-2039. Valuation AllowancesThe goodwill impairment charge recognized in the third quarter of fiscal 2024 led to a significant increase in the Company assesses' s deferred tax assets, and as a result, the realizability future reversal of existing taxable temporary differences as a source of income does not support the full realization of deferred tax assets. In fiscal 2024, the Company determined that it is more likely than not that the tax benefits associated with certain of its deferred tax assets on will not be realized and recorded a \$ 14 million quarterly basis through an analysis of potential sources of future taxable income, including prior year taxable income available to absorb a carryback of tax losses, reversals of existing taxable temporary differences, tax planning strategies, and forecasts of taxable income. The Company considers all negative and positive evidence, including the weight of the evidence, to determine if valuation allowances- allowance against deferred tax assets are required. In fiscal 2021, the Company released the valuation allowance against its Puerto Rican deferred tax assets resulting in a discrete tax benefit of \$ 2 million. The release of this valuation allowance was the result of sufficient positive evidence at the time, including cumulative income in the Company' s Puerto Rico U. S. federal, state and foreign tax jurisdiction- jurisdictions . 90 / Radius Recycling in recent years and projections of future taxable income based primarily on the Company' s improved financial performance, that it is more Inc. Form 10 - K Fiscal 2024 likely- than- not that the deferred tax assets will be realized. The Company continues to maintain valuation allowances against certain state and Canadian deferred tax assets. Canadian deferred tax assets against which the Company continues to maintain a valuation allowance relate to indefinite-lived assets. Accounting for Uncertainty in Income TaxesThe following table summarizes the activity related to the Company' s reserve for unrecognized tax benefits, excluding interest and penalties, for the years ended August 31 (in thousands): Unrecognized tax benefits, as of the beginning of the year \$ 11, 830 \$ 10, 326 \$ 8, 320 \$ 7, 456 Additions (reductions) for tax positions of prior years 1, 055 (574) Additions for tax positions of the current year 1, 223 1, 486 Reductions for lapse of statutes (4, 710) — (23) (48) Unrecognized tax benefits, as of the end of the year \$ 7, 901 \$ 11, 830 \$ 10, 326 \$ 8, 320 95 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023 SCHNITZER STEEL INDUSTRIES, INC. dba RADIUS RECYCLING NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS The Company anticipates an immaterial impact on earnings from releases from the reserve in the next 12 months. The recognized amount of tax- related penalties and interest was not material for each of the fiscal years presented in this report. The Company files federal and state income tax returns in the U. S. and foreign tax returns in Puerto Rico and Canada. For U. S. federal income tax returns, fiscal years 2014- 2021 to 2022- 2023 remain subject to examination under the statute of limitations. Note 17- Net Income (Loss) Income Per ShareThe following table sets forth the information used to compute basic and diluted net income (loss) income per share attributable to Radius shareholders for the years ended August 31 (in thousands): (Loss) income Income (loss) from continuing operations \$ (266, 148) \$ (25, 329) \$ 172, 079 \$ 170, 054 Net income attributable to noncontrolling interests (187) (353) (3, 196) (4, 863) (Loss) income Income (loss) from continuing operations attributable to Radius shareholders (266, 335) (25, 682) 168, 883 165, 191 Loss from discontinued operations, net of tax (76) (109) (83) (79) Net income (loss) income attributable to Radius shareholders \$ (266, 411) \$ (25, 791) \$ 168, 800 \$ 165, 112 Computation of shares: Weighted average common shares outstanding, basic 28, 417 28, 008 28, 084 27, 982 Incremental common shares attributable to dilutive performance share, RSU and DSU awards — — 1, 445 1, 211 Weighted average common shares outstanding, diluted 28, 417 28, 008 29, 529 29, 193 Common stock equivalent shares of 322, 651, 698, 847, and 113, 005 were considered antidilutive and were excluded from the calculation of diluted net income (loss) income per share attributable to Radius shareholders for the years ended August 31, 2024, 2023, and 2022, respectively. No common stock equivalent shares were considered antidilutive for the year ended August 31, 2021. Note 18- Related Party TransactionsThe Company purchases recycled metal from its joint venture operation at prices that approximate fair market value. These purchases totaled \$ 19 million, \$ 18 million, and \$ 26 million, and \$ 20 million for the years ended August 31, 2024, 2023, and 2022, and 2021, respectively. 96-91 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023- 2024 Schedule II – Valuation and Qualifying AccountsFor the Years Ended August 31, 2024, 2023, and 2022, and 2021 (In thousands) Column A Column B Column C Column D Column E Description Balance at Beginning of Period Charge to Cost and Expenses Deductions Balance at End of Period Fiscal 2024 Allowance for credit losses \$ 1, 590 \$ (114) \$ 1, 918 Deferred tax valuation allowance \$ 17, 042 \$ 15, 132 \$ (754) \$ 31, 420 Fiscal 2023 Allowance for credit losses \$ 1, 550 \$ (271) \$ 1, 590 Deferred tax valuation allowance \$ 15, 342 \$ 1, 873 \$ (173) \$ 17, 042 Fiscal 2022 Allowance for credit losses \$ 1, 566 \$ (56) \$ 1, 550 Deferred tax valuation allowance \$ 14, 522 \$ 2, 326 \$ (1, 506) \$ 15, 342 92 / Radius Recycling, Inc. Form 10- K Fiscal 2024 RADIUS RECYCLING 2021 Allowance for doubtful accounts \$ 1, INC. 593 \$ — \$ (27) \$ 1, 566 Deferred tax valuation allowance \$ 16, 933 \$ (2, 893) \$ 14, 522 ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE ITEM 9A. CONTROLS AND PROCEDURES Disclosure Controls and Procedures The Company maintains disclosure controls and procedures (as defined in Rules 13a- 15 (e) and 15d- 15 (e) of the Securities and Exchange Act of 1934, as amended (the “ Exchange Act ”)) that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified by the Securities and Exchange Commission' s rules and forms and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives. The Company' s management, with the participation of the Chief Executive Officer and Chief Financial Officer, has completed an evaluation of the effectiveness of the design and operation of the Company' s disclosure controls and procedures. Consistent with guidance issued by the Securities and Exchange Commission that an assessment of internal controls over financial reporting of a recently acquired business may be omitted from management' s evaluation of disclosure controls and procedures, management is excluding an assessment of the

internal controls of the ScrapSource business, which the Company acquired on November 18, 2022, from its evaluation of the effectiveness of the Company's disclosure controls and procedures. The ScrapSource business represented less than 2 % of consolidated total assets and less than 1 % of consolidated total revenues as of and for the year ended August 31, 2023. Based on this evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of August 31, 2023-2024, the Company's disclosure controls and procedures were effective at the reasonable assurance level. Management's Annual Report on Internal Control Over Financial Reporting is presented within Part II, Item 8 of this report and is incorporated herein by reference. Changes in Internal Control Over Financial Reporting There was no change in the Company's internal control over financial reporting (as that term is defined in Rules 13a- 15 (f) and 15d- 15 (f) under the Exchange Act) during its most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. ITEM 9B. OTHER INFORMATION During the three months ended August 31, 2023-2024, none of the Company's directors or officers (as defined in Rule 16a- 1 (f) of the Securities Exchange Act of 1934, as amended), adopted, terminated, or modified a Rule 10b5- 1 trading arrangement or non- Rule 10b5- 1 trading arrangement (as such terms are defined in Item 408 of Regulation S- K of the Securities Act of 1933, as amended). ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS 98-93 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023-2024 PART III ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE Information required by Item 401 of Regulation S- K regarding directors, and information required by Items 407 (e) (3), 407 (d) (4), and 407 (d) (5) of Regulation S- K, will be included under " Election of Directors " and " Corporate Governance " in the Company's Proxy Statement for its 2024 Annual Meeting of Shareholders and is incorporated herein by reference. Information regarding executive officers is included in " Executive Officers of the Company " in Part I, Item 1. Business of this Form 10- K as permitted by General Instruction G (3). Code of Ethics On January 25 November 10, 2023, the Board of Directors approved a revised Company's Code of Conduct that is applicable to all of its directors and employees. This document is posted under the caption " About Us – Culture – Ethics & Code of Conduct " on the Company's internet website (www. radiusrecycling. com) and is available free of charge by calling the Company or submitting a request to ir @ rdus. com. The Company intends to satisfy its disclosure obligations with respect to any amendments to or waivers of the Code of Conduct for directors, executive officers, or Senior Financial Officers by posting such information on its internet website set forth above rather than by filing a Form 8- K. **The other information required by this Item 10 is incorporated herein by reference to our definitive proxy statement for our 2025 Annual Meeting of Shareholders to be filed pursuant to Regulation 14A under the Exchange Act.** ITEM 11. EXECUTIVE COMPENSATION Information required by this Item 11 is incorporated herein by reference to our definitive proxy statement for our 2024-2025 Annual Meeting of Shareholders to be filed pursuant to Regulation 14A under the Exchange Act. ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS Information required by this Item 12 is incorporated herein by reference to our definitive proxy statement for our 2024-2025 Annual Meeting of Shareholders to be filed pursuant to Regulation 14A under the Exchange Act. ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE Information required by this Item 13 is incorporated herein by reference to our definitive proxy statement for our 2024-2025 Annual Meeting of Shareholders to be filed pursuant to Regulation 14A under the Exchange Act. ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES Information required by this Item 14 is incorporated herein by reference to our definitive proxy statement for our 2024-2025 Annual Meeting of Shareholders to be filed pursuant to Regulation 14A under the Exchange Act. 99-94 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023-2024 PART IV ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES (a) The following documents are filed as part of this report: FORM 10- K PAGE 1. Financial Statements: Report of Independent Registered Public Accounting Firm (PCAOB ID 238) Consolidated Balance Sheets as of August 31, 2024 and 2023 and 2022 Consolidated Statements of Operations for each of the three years ended August 31, 2024, 2023, and 2022 ; and 2021 Consolidated Statements of Comprehensive Income (Loss) Income for each of the three years ended August 31, 2024, 2023, and 2022 ; and 2021 Consolidated Statements of Equity for each of the three years ended August 31, 2024, 2023, and 2022 ; and 2021 Consolidated Statements of Cash Flows for each of the three years ended August 31, 2024, 2023, and 2022 ; and 2021 Notes to the Consolidated Financial Statements 2. Financial Statement Schedules: Schedule II- Valuation and Qualifying Accounts for each of the three years ended August 31, 2024, 2023, and 2022 ; and 2021 All other schedules are omitted as the information is either not applicable or is not required. 3. Exhibits: 3. 1 2006 Amended and Restated Articles of Incorporation (as corrected December 2, 2011) of the Registrant. Filed as Exhibit 3. 1 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended November 30, 2011, and incorporated herein by reference. 3. 2 Restated Bylaws of the Registrant. Filed as Exhibit 3. 1 to the Registrant's Current Report on Form 8- K filed on December 16 February 2, 2013 2024, and incorporated herein by reference. 3. 2 Amended and Restated Bylaws of the Registrant. Filed as Exhibit 3. 2 to the Registrant's Current Report on Form 8- K filed on February 2, 2024, and incorporated herein by reference. 4. 1 Description of Registrant's Securities. 10. 1 Lease Agreement, dated September 1, 1988, between Schnitzer Investment Corp. and the Registrant, as amended, relating to the Portland Metals Recycling operation and which has terminated except for surviving indemnity obligations. Filed as Exhibit 10. 3 to the Registrant's Registration Statement on Form S- 1 filed on September 24, 1993 (Commission File No. 33- 69352), and incorporated herein by reference (P). 10. 2 Purchase and Sale Agreement, dated May 4, 2005, between Schnitzer Investment Corp. and the Registrant, relating to purchase by the Registrant of the Portland Metals Recycling operations real estate. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on May 10, 2005, and incorporated herein by reference. 10. 3 Third Amended Shared Services Agreement, dated July 26, 2006, between the Registrant, Schnitzer Investment Corp. and Island Equipment Company, Inc. Filed as Exhibit 10. 5 to the Registrant's Current Report on Form 8- K filed on July 28, 2006, and incorporated herein by reference. 10. 4 Third Amended and Restated Credit Agreement dated as of April 6, 2016 among Schnitzer Steel Industries, Inc., as the US Borrower, and

Schnitzer Steel Canada Ltd., as a Canadian Borrower, Bank of America, N. A., as Administrative Agent, and the other Lenders party thereto. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended February 29, 2016, and incorporated herein by reference. 10. 5 Security Agreement dated as of April 6, 2016 among Schnitzer Steel Industries, Inc., the other Grantor's party thereto and Bank of America, N. A., as Administrative Agent. Filed as Exhibit 10. 2 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended February 29, 2016, and incorporated herein by reference. ~~100-95/ Schnitzer Steel Industries, Inc. dba~~ Radius Recycling, Inc. Form 10- K Fiscal ~~2023~~ 2024 10. 6 General Security Agreement dated as of April 6, 2016 between Schnitzer Steel Canada Ltd. and Bank of America, N. A., as Collateral Agent. Filed as Exhibit 10. 3 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended February 29, 2016, and incorporated herein by reference. 10. 7 First Amendment, dated as of August 24, 2018, to Third Amended and Restated Credit Agreement dated as of April 6, 2016 among Schnitzer Steel Industries, Inc., as the US Borrower, and Schnitzer Steel Canada Ltd., as a Canadian Borrower, Bank of America, N. A., as Administrative Agent, and the other Lenders party thereto. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on August 28, 2018, and incorporated herein by reference. 10. 8 Second Amendment, dated as of June 30, 2020, to Third Amended and Restated Credit Agreement dated as of April 6, 2016 among Schnitzer Steel Industries, Inc. as the US Borrower, and Schnitzer Steel Canada Ltd., as a Canadian Borrower, Bank of America, N. A., as Administrative Agent, and the other Lenders party thereto. Filed as Exhibit 10. 3 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended May 31, 2020, and incorporated herein by reference. 10. 9 Third Amendment, dated as of August 22, 2022, to Third Amended and Restated Credit Agreement dated as of April 6, 2016 among Schnitzer Steel Industries, Inc. as the US Borrower, Schnitzer Steel Canada Ltd., as the Canadian Borrower, Bank of America, N. A., as Administrative Agent, and the other Lenders party thereto. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on August 23, 2022, and incorporated herein by reference. **10. 10 Fourth Amendment, dated as of June 17, 2024, to Third Amended and Restated Credit Agreement dated as of April 6, 2016 by and among Radius Recycling, Inc. as the US Borrower, Schnitzer Steel Canada Ltd., as the Canadian Borrower, Bank of America, N. A., as Administrative Agent, and the other Lenders party thereto. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on June 18, 2024, and incorporated herein by reference.** 10. 11 Amended and Restated Security and Pledge Agreement dated as of July 10, 2024 among Radius Recycling, Inc., the other Grantor's party thereto and Bank of America, N. A., as Administrative Agent. 10. 12 Amended, Restated and Consolidated Canadian Security and Pledge Agreement dated as of July 10, 2024 among Schnitzer Steel Canada Ltd., the other Grantor's party thereto and Bank of America, N. A., as Administrative Agent. * 10. ~~10-13~~ Amended Executive Annual Bonus Plan. Filed as Appendix A to the Registrant's Annual Proxy Report on Form DEF 14A filed on December 17, 2014, and incorporated herein by reference. * 10. ~~11-14~~ Annual Incentive Compensation Plan, effective September 1, 2006. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended February 28, 2007, and incorporated herein by reference. * 10. ~~12-15~~ 1993 Stock Incentive Plan of the Registrant as Amended and Restated on November 7, 2013. Filed as Appendix A to the Registrant's Definitive Proxy Statement filed on December 18, 2013, and incorporated herein by reference. * 10. ~~13-16~~ **2024 Omnibus Incentive Plan of the Registrant. Filed as Exhibit 10. 1 to the Registrant's Registration Statement on Form S- 8 filed on January 30, 2024, and incorporated herein by reference.** * 10. 17 Form of Deferred Stock Unit Award Agreement under the 1993 Stock Incentive Plan used for non- employee directors for awards granted prior to 2023. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on July 28, 2006, and incorporated herein by reference. * 10. ~~14-18~~ Form of Deferred Stock Unit Award Agreement under the 1993 Stock Incentive Plan used for non- employee directors for awards granted in 2023. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q filed for the quarter ended February 28, 2023, and incorporated herein by reference. * 10. ~~15-19~~ **Form of Deferred Compensation Stock Unit Award Agreement under the 2024 Omnibus Incentive Plan used for Non- non - Employee-employee Directors directors for awards granted in 2024**. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q filed for the quarter ended February ~~28-29~~, ~~2022-2024~~, and incorporated herein by reference. * 10. ~~16-20~~ **Deferred Compensation Plan for Non- Employee Directors. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q filed for the quarter ended February 28, 2022, and incorporated herein by reference.** 96 / Radius Recycling, Inc. Form 10- K Fiscal 2024 * 10. 21 Summary Sheet for ~~2023~~ 2024 Non- Employee Director Compensation. Filed as Exhibit 10. 2 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended February ~~28-29~~, ~~2023-2024~~, and incorporated herein by reference. * 10. ~~17-22~~ Amended and Restated Supplemental Executive Retirement Bonus Plan of the Registrant effective January 1, 2009. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended May 31, 2009, and incorporated herein by reference. * 10. ~~18-23~~ Form of Change in Control Severance Agreement between the Registrant and executive officers other than Tamara L. Lundgren and used for agreements entered into prior to 2011. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on May 5, 2008, and incorporated herein by reference. * 10. ~~19-24~~ Form of Change in Control Severance Agreement between the Registrant and executive officers **other than Tamara L. Lundgren** and used for agreements entered into between 2011 and 2014. Filed as Exhibit 10. 19 to the Registrant's Annual Report on Form 10- K filed October 29, 2013 and incorporated herein by reference. * 10. ~~20-25~~ Form of Change in Control Severance Agreement between the Registrant and executive officers **other than Tamara L. Lundgren** and used for agreements entered into after 2014. Filed as Exhibit 10. 16 to the Registrant's Annual Report on Form 10- K filed October 27, 2015, and incorporated herein by reference. * 10. ~~21-26~~ Amended and Restated Employment Agreement by and between the Registrant and Tamara L. Lundgren dated October 29, 2008. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on November 4, 2008, and incorporated herein by reference. ~~101/ Schnitzer Steel Industries, Inc. dba~~ Radius Recycling Form 10- K Fiscal ~~2023~~ * 10. ~~22-27~~ Amendment No. 1 dated June 29, 2011 to Amended and Restated Employment Agreement by and between the Registrant and Tamara L. Lundgren dated October 29, 2008. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended May 31, 2011 and incorporated herein by reference. * 10. ~~23-28~~ Amendment No. 2 dated July 25, 2017 to Amended and

Restated Employment Agreement by and between the Registrant and Tamara L. Lundgren dated October 29, 2008. Filed as Exhibit 10. 19 to the Registrant's Annual Report on Form 10- K for the year ended August 31, 2017, and incorporated herein by reference. * 10. ~~24-29~~ Amended and Restated Change in Control Severance Agreement by and between the Registrant and Tamara L. Lundgren dated October 29, 2008. Filed as Exhibit 10. 2 to the Registrant's Current Report on Form 8- K filed on November 4, 2008, and incorporated herein by reference. * 10. ~~25-30~~ Form of Indemnification Agreement for Directors and certain officers used for agreements entered into prior to 2016. Filed as Exhibit 10. 3 to the Registrant's Current Report on Form 8- K filed on July 28, 2006, and incorporated herein by reference. * 10. 26 Form of Indemnification Agreement for Directors and certain officers used for agreements entered into after 2015. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on May 3, 2016, and incorporated herein by reference. * 10. ~~27-31~~ Form of Restricted Stock Unit Award Agreement under the 1993 Stock Incentive Plan used for awards granted in fiscal 2019. Filed as Exhibit 10. 2 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended November 30, 2018 and incorporated herein by reference. * 10. ~~28-32~~ Form of Restricted Stock Unit Award Agreement under the 1993 Stock Incentive Plan used for awards granted in fiscal 2020. Filed as Exhibit 10. 2 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended May 31, 2020 and incorporated herein by reference. * 10. ~~29-33~~ Form of Restricted Stock Unit Award Agreement under the 1993 Stock Incentive Plan used for awards granted after between fiscal 2020-2021 and fiscal 2023. Filed as Exhibit 10. 2 to the Registrant's Quarterly Report on Form 10- Q for the quarter ended November 30, 2020 and incorporated herein by reference. * 10. ~~30-34~~ Form of **Restricted Stock Unit Long-Term Incentive** Award Agreement under the 1993 Stock Incentive Plan used for awards granted in fiscal ~~2021-2024~~. Filed as Exhibit 10. ~~1-2~~ to the Registrant's Quarterly Report on Form 10- Q for the ~~quarterly--~~ **quarter period** ended November 30, ~~2020-2023~~ and incorporated herein by reference. * 10. ~~31-35~~ Form of Long- Term Incentive Award Agreement under the 1993 Stock Incentive Plan used for awards granted in fiscal 2022. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q for the quarterly period ended November 30, 2021 and incorporated herein by reference. * 10. ~~32-36~~ Form of Long- Term Incentive Award Agreement under the 1993 Stock Incentive Plan used for awards granted in fiscal 2023. Filed as Exhibit 10. 1 to the Registrant's Quarterly Report on Form 10- Q for the quarterly period ended November 30, 2022 and incorporated herein by reference. **97 / Radius Recycling, Inc. Form 10- K Fiscal 2024** * 10. ~~33~~ Fiscal 2022 Annual Performance Bonus Program ~~37~~ **Form of Long- Term Incentive Award Agreement under the 1993 Stock Incentive Plan used** for Tamara L. Lundgren awards granted in fiscal 2024. Filed as Exhibit 10. ~~2-1~~ to the Registrant's Quarterly Report on Form 10- Q for the quarterly period ended November 30, ~~2021-2023~~ and incorporated herein by reference. * 10. ~~34-38~~ Fiscal ~~2023-2024~~ Annual Performance Bonus Program for Tamara L. Lundgren. Filed as Exhibit 10. ~~2-3~~ to the Registrant's Quarterly Report on Form 10- Q for the quarterly period ended November 30, ~~2022-2023~~ and incorporated herein by reference. * 10. ~~35-39~~ Schnitzer Steel Deferred Compensation Plan. Filed as Exhibit 10. 1 to the Registrant's Current Report on Form 8- K filed on May 4, 2021 and incorporated herein by reference. * 10. ~~36~~ **Separation 40 Consulting and Release Agreement by and between the Registrant and Michael R. Richard D. Henderson Peach, dated July 2, 2024. 19. 1 Stock Trading Policy of the Registrant** 21. 1 Subsidiaries of Registrant. 23. 1 Consent of Independent Registered Public Accounting Firm. 24. 1 Powers of Attorney. 31. 1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. ~~102 / Schnitzer Steel Industries, Inc. dba Radius Recycling Form 10- K Fiscal 2023~~ 31. 2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. 32. 1 Certification of Chief Executive Officer pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002. 32. 2 Certification of Chief Financial Officer pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002. **97. 1 Incentive Clawback Policy of the Registrant** 101. INS Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. 101. SCH Inline XBRL Taxonomy Extension Schema **With Embedded Document** 101. CAL Inline XBRL Taxonomy Extension Calculation Linkbase Document 101. DEF Inline XBRL Taxonomy Extension Definition Linkbase Document 101. LAB Inline XBRL Taxonomy Extension Label Linkbase Document 101. PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document **Documents** Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101) * Management contract or compensatory plan or arrangement. The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document as of the date they were made and may not describe the actual state of affairs for any other purpose or at any other time. ITEM 16. FORM 10- K SUMMARY ~~103-98 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal 2023-2024~~ SIGNATURES Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. **RADIUS RECYCLING SCHNITZER STEEL INDUSTRIES, INC.** Dated: October ~~25-24, 2023~~ **2024** By: / s / STEFANO R. GAGGINI Senior Vice President and Chief Financial Officer Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant on October ~~25-24, 2023-2024~~ in the capacities indicated. Signature Title Principal Executive Officer: / s / TAMARA L. LUNDGREN Chairman, President and Chief Executive Officer Tamara L. Lundgren Principal Financial Officer: / s / STEFANO R. GAGGINI Senior Vice President and Chief Financial Officer Stefano R. Gaggini Principal Accounting Officer: / s / **MARK SCHUESSLER ERIKA K. KELLEY** Vice President and Chief Accounting Officer Mark Schuessler Officer Erika K. Kelley Directors: * GREGORY FRIEDMAN Director Gregory Friedman * RHONDA D. HUNTER Director Rhonda D. Hunter * DAVID L. JAHNKE Director David L. Jahnke * GLENDA MINOR Director Glenda Minor * LESLIE L. SHOEMAKER Director Leslie L. Shoemaker * MICHAEL W. SUTHERLIN Director Michael W. Sutherlin * By: / s / STEFANO R. GAGGINI Attorney-in- fact, Stefano R. Gaggini ~~104-99 / Schnitzer Steel Industries, Inc. dba Radius Recycling, Inc. Form 10- K Fiscal~~

2023-2024 Exhibit 4. 1 DESCRIPTION OF THE REGISTRANT' S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934 **Radius Recycling Schnitzer Steel Industries, Inc.** (“ **Schnitzer Radius**,” “ we,” “ our,” or “ us ”) has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended: our common stock. DESCRIPTION OF CAPITAL STOCK The following summary of the terms of our capital stock is based upon our **2006 Amended and Restated** Articles of Incorporation (the “ Articles of Incorporation ”) and our **Amended and Restated** Bylaws (the “ Bylaws ”). The summary is not complete, and is qualified by reference to our Articles of Incorporation and our Bylaws, which are filed as exhibits to this Annual Report on Form 10- K and are incorporated by reference herein. We encourage you to read our Articles of Incorporation, our Bylaws and the applicable provisions of the Oregon Business Corporation Act for additional information. Authorized Shares of Capital Stock Our authorized capital stock consists of 75, 000, 000 shares of Class A common stock, \$ 1. 00 par value, 25, 000, 000 shares of Class B common stock, \$ 1. 00 par value, and 20, 000, 000 shares of preferred stock, \$ 1. 00 par value. As of October **23-22, 2023-2024**, there were 27, **312 839, 233-454** shares of Class A common stock and 200, 000 shares of Class B common stock issued and outstanding and no shares of preferred stock issued and outstanding. The outstanding shares of our common stock are duly authorized, validly issued, fully paid, and nonassessable. Listing Our Class A common stock is listed and principally traded on the NASDAQ Global Select Market under the symbol “ RDUS ” (~~“ SCHN ”~~ prior to September 1, 2023). Voting Rights If the number of outstanding shares of Class B common stock is less than 20 % of the sum of the number of outstanding shares of Class B common stock and Class A common stock, the holders of shares of Class B common stock and Class A common stock vote together as a class and are entitled to one vote per share on all matters submitted to the vote of shareholders. Our common stock does not have cumulative voting rights. Dividend Rights Subject to any preferential dividend rights granted to the holders of any shares of our preferred stock that may at the time be outstanding, holders of our common stock are entitled to receive dividends as may be declared from time to time by our Board of Directors in its discretion out of funds legally available for the payment of dividends. Liquidation Rights Subject to any preferential rights of outstanding shares of preferred stock, holders of our common stock are entitled to share pro rata, upon any liquidation or dissolution of **Schnitzer Radius**, in all remaining assets legally available for distribution to shareholders. Other Rights and Preferences Holders of Class B common stock have the right at any time to convert each share of Class B common stock into one share of Class A common stock. Other than the Class B common stock conversion right as noted above, our common stock has no sinking fund, redemption provisions, or preemptive, conversion, or exchange rights. Holders of our common stock may act by unanimous written consent. Classified Board of Directors Our Board of Directors is classified into three classes of directors with staggered three- year terms. Transfer Agent and Registrar Equiniti is the transfer agent and registrar for our common stock. Exhibit 10. **11 Amended and Restated SECURITY and Pledge AGREEMENT THIS Amended and Restated SECURITY and Pledge AGREEMENT (this “ Agreement ”)** is entered into as of July 10, 2024 among **Radius Recycling, Inc. (f / k / a Schnitzer Steel Industries, Inc.), an Oregon corporation (the “ US Borrower ”), the other parties identified as “ Grantors ” on the signature pages hereto and such other parties that may become Grantors hereunder after the date hereof (together with the US Borrower, each individually a “ Grantor ”, and collectively, the “ Grantors ”) and Bank of America, N. A., in its capacity as administrative agent (the “ Administrative Agent ”) for the holders of the Obligations. RECITALS WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of April 6, 2016 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time prior to giving effect to the Fourth Amendment (as defined below), the “ Existing Credit Agreement ”), among the US Borrower, the Canadian Borrower, the US Lenders, the Canadian Lender, and Bank of America, N. A., as Administrative Agent, Swing Line Lender and an L / C Issuer, the US Lenders have agreed to make Committed Loans, the Swing Line Lender has agreed to make Swing Line Loans, the L / C Issuers have agreed to issue Letters of Credit, and the Canadian Lender has agreed to make Canadian Loans and issue Canadian Letters of Credit upon the terms and subject to the conditions set forth therein; WHEREAS, certain of the parties hereto are party to that certain Security Agreement dated as of April 6, 2016 (as extended, renewed, amended, restated, amended and restated or otherwise modified from time to time prior to the date hereof, the “ Existing Security Agreement ”); WHEREAS, the US Borrower, the Canadian Borrower, the Guarantors party thereto, the Lenders party thereto, the Canadian Lender and the Administrative Agent have agreed to amend the Existing Credit Agreement pursuant to the Fourth Amendment to Third Amended and Restated Credit Agreement (the “ Fourth Amendment ”), dated as of June 17, 2024 (the Existing Credit Agreement as amended by the Fourth Amendment and as further amended or otherwise modified from time to time, the “ Credit Agreement ”); and WHEREAS, the terms of the Fourth Amendment and the Credit Agreement as amended thereby require the amendment and restatement of the Existing Security Agreement in its entirety as set forth in this Agreement. NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows: 1. Definitions. (a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement. (b) The rules of construction specified in Section 1. 02 of the Credit Agreement are incorporated herein mutatis mutandis. (c) The following terms shall have the meanings set forth in the UCC (as defined in the Credit Agreement): Accession, Account, Account Debtor, Adverse Claim, Certificated Security, Chattel Paper, Commercial Tort Claim, Deposit Account, Document, Electronic Chattel Paper, Equipment, Financial Asset, Fixtures, General Intangible, Goods, Instrument, Inventory, Investment Company Security, Investment Property, Letter- of- Credit Right, Payment Intangible, Proceeds, Securities Account, Securities Intermediary, Security, Software, Supporting Obligation and Tangible Chattel Paper. (d) In addition, the following terms shall have the meanings set forth below: “ Collateral ” has the meaning provided in Section 2 hereof. “ Copyright License ” means any written agreement, now or hereafter in existence, providing for the grant by, or to, any rights (including, without limitation, the grant of rights for a party to be designated as an author or owner and / or to**

enforce, defend, use, display, copy, manufacture, distribute, exploit and sell, make derivative works, and require joinder in suit and / or receive assistance from another party) under a Copyright. " Copyrights " means, collectively, all of the following of any Grantor: (i) all copyrights, works protectable by copyright, copyright registrations and copyright applications in the United States and Canada or any jurisdiction thereof, (ii) all derivative works, counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and / or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing in the United States and Canada or any jurisdiction thereof. " Intellectual Property " means, collectively, all of the following of any Grantor: (i) all systems software and applications software (including source code and object code), all documentation for such software, including, without limitation, user manuals, flowcharts, functional specifications, operations manuals, and all formulas, processes, ideas and know-how embodied in any of the foregoing, (ii) concepts, discoveries, improvements and ideas, know-how, technology, reports, design information, trade secrets, practices, specifications, test procedures, maintenance manuals, research and development, inventions (whether or not patentable), blueprints, drawings, data, customer lists, catalogs, and all physical embodiments of any of the foregoing, and (iii) Patents, Copyrights and Trademarks. " Intellectual Property License " means any Patent License, Copyright License, Trademark License, and any other written agreement, now or hereafter in existence, providing for the grant by, or to any Grantor of any rights under any Intellectual Property. " Issuer " means the issuer of any Pledged Equity. " Patent License " means any written agreement, now or hereafter in existence, providing for the grant by, or to, any Grantor of any rights (including, without limitation, the right for a party to be designated as an owner and / or to enforce, defend, make, have made, make improvements, manufacture, use, sell, import, export, and require joinder in suit and / or receive assistance from another party) under a Patent. " Patents " means collectively, all of the following of any Grantor: (i) all patents and patent applications in the United States and Canada or any jurisdiction thereof, (ii) all improvements, counterparts, reissues, divisional, re-examinations, extensions, continuations (in whole or in part) and renewals of any of the foregoing and improvements thereon, (iii) all income, royalties, damages or payments now or hereafter due and / or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world. " Pledged Equity " means, with respect to each Grantor, (i) 100 % of the issued and outstanding Equity Interests of each Domestic Subsidiary (other than any CFC Holdco) of the US Borrower that is directly owned by such Grantor and (ii) 65 % (or such greater percentage that, due to a change in an applicable Law after the date hereof, (A) could not reasonably be expected to cause the undistributed earnings of such CFC Holdco or non- Domestic Subsidiary of the US Borrower as determined for United States federal income tax purposes to be treated as a deemed dividend to such Subsidiary's United States parent and (B) could not reasonably be expected to cause any material adverse tax consequences) of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2 (c) (2)) and 100 % of the issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2 (c) (2)) in each CFC Holdco or non- Domestic Subsidiary of the US Borrower that is directly owned by such Grantor, including the Equity Interests of the Subsidiaries directly owned by such Grantor as set forth on Schedule 5.20 (e) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement), in each case together with the certificates (or other agreements or instruments), if any, representing such shares, and all options and other rights, contractual or otherwise, with respect thereto, including, but not limited to, the following: (1) all Equity Interests representing a dividend thereon, or representing a distribution or return of capital upon or in respect thereof, or resulting from a stock split, revision, reclassification or other exchange therefor, and any subscriptions, warrants, rights or options issued to the holder thereof, or otherwise in respect thereof; and (2) in the event of any consolidation or merger involving any Issuer and in which such Issuer is not the surviving Person, all shares of each class of the Equity Interests of the successor Person formed by or resulting from such consolidation or merger, to the extent that such successor Person is a direct Subsidiary of a Grantor; provided, that, that in no event shall Pledged Equity include any Excluded Property. " Trademark License " means any written agreement, now or hereafter in existence, providing for the grant by, or to, any Grantor of any rights in (including, without limitation, the right for a party to be designated as an owner and / or to enforce, defend, use, mark, police, and require joinder in suit and / or receive assistance from another party) under a Trademark. " Trademarks " means, collectively, all of the following of any Grantor: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each United States application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in the United States and Canada or any jurisdiction thereof, (ii) all counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and / or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (iv) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) in the United States and Canada or any jurisdiction thereof. " USCO " means the United States Copyright

Office. "USPTO" means the United States Patent and Trademark Office. "Work" means any work that is subject to copyright protection pursuant to Title 17 of the United States Code. 2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral"): (a) all Accounts; (b) all cash, currency and Cash Equivalents; (c) all Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper); (d) those certain Commercial Tort Claims set forth on Schedule 5.20 (d) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement); (e) all Deposit Accounts; (f) all Documents; (g) all Equipment; (h) all Fixtures; (i) all General Intangibles; (j) all Goods; (k) all Instruments; (l) all Intellectual Property and Intellectual Property Licenses; (m) all Inventory; (n) all Investment Property; (o) all Letter-of-Credit Rights; (p) all Payment Intangibles; (q) all Pledged Equity; (r) all Securities Accounts; (s) all Software; (t) all Supporting Obligations; (u) all books and records pertaining to the Collateral; (v) all Accessions and all Proceeds and products of any and all of the foregoing and (w) all other personal property of any kind or type whatsoever now or hereafter owned by such Grantor or as to which such Grantor now or hereafter has the power to transfer interest therein. Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to, and the Collateral shall not include, (i) Excluded Property or (ii) United States "intent-to-use" applications to register any trademark or service mark prior to the filing and acceptance by the USPTO under applicable Law of a verified statement of use or amendment to allege for such trademark or service mark, but only to the extent that, and solely during the period if any in which, the grant of security interest therein would impair the validity or enforceability of such "intent-to-use" trademark applications (or the resulting trademark registrations). The Grantors and the Administrative Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the security interest created hereby in the Collateral (A) constitutes continuing collateral security for all of the Obligations, whether now existing or hereafter arising and (B) is not construed as an assignment of any Intellectual Property. Notwithstanding anything in this Agreement to the contrary, (i) neither creation or perfection of pledges or security interests in, nor the obtaining of legal opinions or other deliverables with respect to, particular assets of any Grantor shall be required, if, and for so long as and to the extent that the Administrative Agent and the US Borrower agree in writing that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such legal opinions or other deliverables in respect of such assets, shall be excessive in view of the benefits to be obtained by the holders of the Obligations therefrom, (ii) Liens required to be granted from time to time shall be subject to exceptions and limitations set forth in the Collateral Documents as in effect on the Fourth Amendment Effective Date, (iii) no perfection actions shall be required with respect to motor vehicles and other assets subject to certificates of title and (iv) in no event shall notices be required to be sent to contractual third parties prior to an enforcement event following the occurrence and continuation of an Event of Default. The Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of legal opinions or other deliverables with respect to particular assets by any Grantor where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Collateral Documents. For the avoidance of doubt, no control agreements with respect to Deposit Accounts or Securities Accounts are required. 3. Representations and Warranties. Each Grantor hereby represents and warrants to the Administrative Agent, for the benefit of the holders of the Obligations, that (subject in each case to Section 6.16 of the Credit Agreement): (a) Ownership. Each Grantor is the legal and beneficial owner of its Collateral and has the right to pledge, sell, assign or transfer the same. There exists no Adverse Claim with respect to the Pledged Equity of such Grantor. (b) Security Interest / Priority. This Agreement creates a valid security interest in favor of the Administrative Agent, for the benefit of the holders of the Obligations, in the Collateral of such Grantor and, when properly perfected by filing, shall constitute a valid and perfected, first priority security interest in such Collateral (including all uncertificated Pledged Equity consisting of partnership or limited liability company interests that do not constitute Securities), to the extent such security interest can be perfected by filing under the UCC, free and clear of all Liens except for Liens permitted pursuant to Section 7.01 of the Credit Agreement. No Grantor has authenticated any agreement authorizing any secured party thereunder to file a financing statement with respect to the Collateral, except to perfect Liens permitted pursuant to Section 7.01 of the Credit Agreement. The taking possession by the Administrative Agent of the certificated securities (if any) evidencing the Pledged Equity and all other Instruments (to the extent required to be delivered) constituting Collateral will perfect and establish the first priority of the Administrative Agent's security interest in all the Pledged Equity evidenced by such certificated securities and such Instruments. (c) Accounts. (i) Each Account of the Grantors and the papers and documents relating thereto are genuine and in all material respects what they purport to be, (ii) each Account arises out of (A) a bona fide sale of goods sold and delivered by such Grantor (or is in the process of being delivered) or (B) services theretofore actually rendered by such Grantor to, the Account Debtor named therein, (iii) no Account of a Grantor in an amount in excess of \$ 1,000,000 payable is evidenced by any Instrument or Chattel Paper unless such Instrument or Chattel Paper, to the extent requested by the Administrative Agent, has been endorsed over and delivered to, or submitted to the control of, the Administrative Agent, (iv) no surety bond was required or given in connection with any Account of a Grantor or the contracts or purchase orders out of which they arose and (v) no Account Debtor has any defense, set-off, claim or counterclaim against any Grantor that can be asserted against the Administrative Agent, whether in any proceeding to enforce the Administrative Agent's rights in the Collateral otherwise, except defenses,

setoffs, claims or counterclaims that are not, in the aggregate, material to the value of the Collateral. (d) Equipment and Inventory. With respect to any Equipment and / or Inventory of a Grantor with a value in excess of \$ 500, 000, each such Grantor has exclusive possession and control of such Equipment and Inventory of such Grantor except for (i) Equipment leased by such Grantor as a lessee, (ii) Equipment or Inventory in transit, (iii) Equipment consisting of rolling stock, bins, trailers, barges, processing equipment or similar like equipment or (iv) Equipment and / or Inventory in the possession or control of a warehouseman, bailee or any agent or processor of such Grantor to the extent such Grantor has complied with Section 4 (c). Except as otherwise previously disclosed to the Administrative Agent, no Inventory of a Grantor is held by a Person other than a Grantor pursuant to consignment, sale or return, sale on approval or similar arrangement. To the knowledge of the Borrower, none of such Inventory is subject to any licensing, Patent, Trademark, trade name or Copyright with any Person that restricts any Grantor's ability to use, manufacture, lease, sell or otherwise dispose of such Inventory in any material respect. The completion of the manufacturing process of such Inventory by a Person other than the applicable Grantor would be permitted under any contract to which such Grantor is a party or to which the Inventory is subject. None of the Inventory is subject to a lease agreement. (e) Contracts; Agreements; Licenses. No Grantor has any material contracts, material agreements or material licenses with respect to the Collateral which are non- assignable by their terms, or as a matter of law, or which prevent the granting of a security interest therein, other than material contracts, agreements or licenses with government entities. (f) Consents; Etc. No approval, consent, exemption, authorization or other action by, notice to, or filing with, any Governmental Authority or any other Person (including, without limitation, any stockholder, member or creditor of such Grantor), is necessary or required for (i) the grant by such Grantor of the security interest in the Collateral granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, (ii) the perfection of such security interest (to the extent such security interest can be perfected by filing under the UCC, the granting of control (to the extent required under Section 4 (h)) or by filing and recording an appropriate notice with the USPTO or the USCO) or (iii) the exercise by the Administrative Agent or the holders of the Obligations of the rights and remedies provided for in this Agreement (including, without limitation, as against any Issuer), except for (A) the filing or recording of UCC financing statements, (B) the filing of appropriate notices with the USPTO and the USCO, (C) obtaining control to perfect the Liens created by this Agreement (to the extent required under Section 4 (h)), (D) such actions as may be required by Laws affecting the offering and sale of securities, (E) such actions as may be required by applicable foreign Laws affecting the pledge of the Pledged Equity of non- Domestic Subsidiaries and (F) consents, authorizations, filings or other actions which have been obtained or made. (g) [Reserved]. (h) Authorization of Pledged Equity. All Pledged Equity (i) is duly authorized and validly issued, (ii) is fully paid and, to the extent applicable, nonassessable and is not subject to the preemptive rights of any Person, (iii) is beneficially owned as of record by a Grantor and (iv) constitute all the issued and outstanding shares of all classes of the equity of such Issuer issued to such Grantor. (i) No Other Equity Interests, Instruments, Etc. As of the Fourth Amendment Effective Date, (i) no Grantor owns any certificated Equity Interests in any Subsidiary that are required to be pledged and delivered to the Administrative Agent hereunder except as set forth on Schedule 5. 20 (e) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement), and (ii) no Grantor holds any Instruments, Documents or Tangible Chattel Paper required to be pledged and delivered to the Administrative Agent pursuant to Section 4 (h) (i) other than as set forth on Schedule 5. 20 (c) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement). All such certificated securities, Instruments, Documents and Tangible Chattel Paper have been delivered to the Administrative Agent to the extent (A) requested by the Administrative Agent or (B) as required by the terms of this Agreement and the other Loan Documents. 6 (j) Partnership and Limited Liability Company Interests. Except as previously disclosed to the Administrative Agent, none of the Collateral consisting of an interest in a partnership or a limited liability company (i) is dealt in or traded on a securities exchange or in a securities market, (ii) by its terms expressly provides that it is a Security governed by Article 8 of the UCC, (iii) is an Investment Company Security, (iv) is held in a Securities Account or (v) constitutes a Security or a Financial Asset. (k) Commercial Tort Claims. As of the Fourth Amendment Effective Date, no Grantor has any Commercial Tort Claims seeking damages in excess of \$ 250, 000 other than as set forth on Schedule 5. 20 (d) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement). (l) Copyrights, Patents and Trademarks. (i) All material Intellectual Property and all material Intellectual Property registrations or applications owned by any Grantor are subsisting, unexpired, have not been abandoned and, to the knowledge of such Grantor, are valid and enforceable. (ii) To the knowledge of each Grantor, no holding, decision or judgment has been rendered by any Governmental Authority that would limit, cancel or question the validity of any material Intellectual Property of any Grantor in any material respect. (iii) To the knowledge of each Grantor, all material applications for registration or issuance of Copyrights, Patents and Trademarks of each Grantor included in the Collateral have been duly and properly filed, and all material registrations of Copyrights and Trademarks and material letters Patent of each Grantor included in the Collateral have been duly and properly filed and issued (in each case, subject to the bringing up to date of record ownership thereof, if applicable). (iv) No Grantor has made any assignment or agreement in conflict with the security interest in the Intellectual Property of any Grantor included in the Collateral hereunder except as permitted or not prohibited under the Credit Agreement. (v) To the knowledge of each Grantor, the operation of its business does not materially infringe upon any Intellectual Property rights held by any other Person. 4. Covenants. Each Grantor covenants that until such time as the Obligations arising under the Loan Documents have been paid in full and the Commitments have expired or been terminated, such Grantor shall (subject in each case to Section 6. 16 of the Credit Agreement): (a) Maintenance of Perfected Security Interest; Further Information. (i) Maintain the security interest created by this Agreement as a first priority perfected security interest (subject only to Liens permitted pursuant to

Section 7.01 of the Credit Agreement) and defend such security interest against the material claims and demands of all Persons whomsoever (other than the holders of Liens permitted pursuant to Section 7.01 of the Credit Agreement). (ii) From time to time furnish to the Administrative Agent upon the Administrative Agent's reasonable request, statements and schedules further identifying and describing the Collateral of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail. (b) Filing of Financing Statements, Notices, etc. Each Grantor shall execute and deliver to the Administrative Agent and / or file such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Administrative Agent may reasonably request) and do all such other things as the Administrative Agent may reasonably deem necessary or appropriate (i) to assure to the Administrative Agent its security interests hereunder, including (A) such instruments as the Administrative Agent may from time to time reasonably request in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, including, without limitation, financing statements (including continuation statements), (B) with regard to U. S. federally registered Copyrights (and applications therefor), a Notice of Grant of Security Interest in Copyrights substantially in the form of Exhibit B or other form reasonably acceptable to the Administrative Agent, (C) with regard to U. S. federally issued Patents (and applications therefor), a Notice of Grant of Security Interest in Patents for filing with the USPTO substantially in the form of Exhibit C or other form reasonably acceptable to the Administrative Agent and (D) with regard to U. S. federally registered Trademarks (and applications therefor), a Notice of Grant of Security Interest in Trademarks for filing with the USPTO substantially in the form of Exhibit D or other form reasonably acceptable to the Administrative Agent, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Administrative Agent of its rights and interests hereunder. Furthermore, each Grantor also hereby irrevocably makes, constitutes and appoints the Administrative Agent, its nominee or any other person whom the Administrative Agent may designate, as such Grantor's attorney in fact with full power and for the limited purpose to prepare and file (and, to the extent applicable, sign) in the name of such Grantor any financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Administrative Agent's reasonable discretion would be necessary or appropriate in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until such time as the Obligations arising under the Loan Documents have been paid in full and the Commitments have expired or been terminated. Each Grantor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Administrative Agent without notice thereof to such Grantor wherever the Administrative Agent may in its sole discretion desire to file the same. (c) Collateral Held by Warehouseman, Bailee, etc. (i) Upon the reasonable request of the Administrative Agent, with respect to any Collateral that is at any time in the possession or control of a warehouseman, bailee or any agent or processor of such Grantor, (A) notify such Person in writing of the Administrative Agent's security interest for the benefit of the holders of the Obligations in such Collateral, (B) instruct such Person to hold all such Collateral for the Administrative Agent's account and subject to the Administrative Agent's instructions and (C) use reasonable efforts to obtain (1) a written acknowledgment from such Person that it is holding such Collateral for the benefit of the Administrative Agent and (2) such other documentation required by the Administrative Agent (including, without limitation, subordination and access agreements). (ii) Upon the reasonable request of the Administrative Agent, perfect and protect such Grantor's ownership interests in all Inventory stored with a consignee against creditors of the consignee by filing and maintaining financing statements against the consignee reflecting the consignment arrangement filed in all appropriate filing offices, providing any written notices required by the UCC to notify any prior creditors of the consignee of the consignment arrangement, and taking such other actions as may be appropriate to perfect and protect such Grantor's interests in such inventory under Section 2-363-326 SEPARATION, Section 9-103, Section 9-324 and Section 9-505 of the UCC or otherwise, which such financing statements filed pursuant to this Section shall be assigned to the Administrative Agent, for the benefit of the holders of the Obligations. (d) Inventory. With respect to the Inventory of each Grantor: (i) At all times maintain inventory records reasonably satisfactory to the Administrative Agent, keeping correct and accurate records itemizing and describing the kind, type, quality and quantity of Inventory and such Grantor's cost therefore and daily withdrawals therefrom and additions thereto. (ii) Produce, use, store and maintain the Inventory with all reasonable care and caution and in accordance with applicable standards of any insurance and in conformity with applicable Laws. (iii) Such Grantor shall not, at any time, permit any Inventory to be subject to a lease agreement. (e) Treatment of Accounts. None of the Grantors will, without the Administrative Agent's prior written consent, grant or extend the time for payment of any Account, or compromise or settle any Account for less than the full amount thereof, or release any person or property, in whole or in part, from payment thereof, or allow any credit or discount thereon, other than as (i) normal and customary in the ordinary course of a Grantor's business and (ii) as permitted under the Credit Agreement. (f) Books and Records. Mark its books and records (and shall cause the Issuer of the Pledged Equity of such Grantor to mark its books and records) to reflect the security interest granted pursuant to this Agreement. (g) Nature of Collateral. At all times maintain the Collateral as personal property and not affix any of the Collateral to any real property in a manner which would change its nature from personal property to real property (except with respect to Fixtures). (h) Perfection through Possession and Control. (i) If any amount in excess of \$ 1, 000, 000 payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Tangible Chattel Paper or Supporting Obligation, or if any property constituting Collateral shall be stored or shipped subject to a Document, ensure that such Instrument, Tangible Chattel Paper, Supporting Obligation or Document is either in the possession of such Grantor at all times or, if reasonably requested by

the Administrative Agent to perfect its security interest in such Collateral, is delivered to the Administrative Agent duly endorsed in a manner reasonably satisfactory to the Administrative Agent. If requested by the Administrative Agent and upon the occurrence of an Event of Default and during the continuation thereof, such Grantor shall ensure that any Collateral consisting of Tangible Chattel Paper is marked with a legend acceptable to the Administrative Agent indicating the Administrative Agent's security interest in such Tangible Chattel Paper. (ii) Deliver to the Administrative Agent promptly upon the receipt thereof by or on behalf of a Grantor, all certificates constituting Certificated Securities or Pledged Equity. Prior to delivery to the Administrative Agent, all such certificates constituting Pledged Equity shall be held in trust by such Grantor for the benefit of the Administrative Agent pursuant hereto. All such certificates representing Pledged Equity shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, substantially in the form provided in Exhibit A hereto or other form reasonably acceptable to the Administrative Agent. (i) Commercial Tort Claims. Execute and deliver such statements, documents and notices and do and cause to be done all such things as may be reasonably required by the Administrative Agent, or required by Law to create, preserve, perfect and maintain the Administrative Agent's security interest in any Commercial Tort Claims in excess of \$ 250, 000 initiated by or in favor of any Grantor. (j) Issuance or Acquisition of Equity Interests in Partnerships or Limited Liability Companies. (i) Not without executing and delivering, or causing to be executed and delivered, to the Administrative Agent such agreements, documents and instruments as the Administrative Agent may reasonably require (in the case of an acquisition, within fifteen (15) Business Days following the date such acquisition is consummated (or such longer period of time as is agreed to by the Administrative Agent in its sole discretion)), issue or acquire any Pledged Equity consisting of an interest in a partnership or a limited liability company that (A) is dealt in or traded on a securities exchange or in a securities market, (B) by its terms expressly provides that it is a Security governed by Article 8 of the UCC, (C) is an Investment Company Security, (D) is held in a Securities Account or (E) constitutes a Security or a Financial Asset. (ii) Without the prior written consent of the Administrative Agent, no Grantor will (A) vote to enable, or take any other action to permit, any applicable Issuer to issue any Investment Property or Equity Interests constituting partnership or limited liability company interests, except for those additional Investment Property or Equity Interests constituting partnership or limited liability company interests that will be subject to the security interest granted herein in favor of the holders of the Obligations, or (B) enter into any agreement or undertaking, except in connection with a Disposition permitted under Section 7.05 of the Credit Agreement, restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any Investment Property or Pledged Equity or Proceeds thereof. The Grantors will defend the right, title and interest of the Administrative Agent in and to any Investment Property and Pledged Equity against the claims and demands of all Persons whomsoever. (iii) If any Grantor shall become entitled to receive or shall receive (A) any Certificated Securities (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the ownership interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any Investment Property, or otherwise in respect thereof, or (B) any sums paid upon or in respect of any Investment Property upon the liquidation or dissolution of any Issuer, such Grantor shall accept the same as the agent of the holders of the Obligations, hold the same in trust for the holders of the Obligations, segregated from other funds of such Grantor, and promptly deliver the same to the Administrative Agent, on behalf of the holders of the Obligations, in accordance with the terms hereof. (l) Intellectual Property. (i) (A) Not do any act or omit to do any act whereby any material Copyright included in the Collateral may become invalidated; (B) not do any act, or omit to do any act, whereby any material Copyright may become injected into the public domain; (C) notify the Administrative Agent promptly if it knows that any material Copyright may become injected into the public domain or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any court or tribunal in the United States or any other country, other than routine office actions in the normal course of prosecution) regarding a Grantor's ownership of any such Copyright or its validity; (D) take commercially reasonable steps as it shall deem appropriate under the circumstances, to maintain and pursue each application (and to obtain the relevant registration) of each material Copyright owned by a Grantor and to maintain each registration of each material Copyright owned by a Grantor including, without limitation, filing of applications for renewal where necessary; and (E) promptly notify the Administrative Agent of any material infringement, misappropriation, dilution or impairment of any material Copyright owned by a Grantor of which it becomes aware and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Copyright, including, where appropriate, the bringing of suit for infringement, dilution or impairment or seeking injunctive relief and seeking to recover any and all damages for such infringement, misappropriation, dilution or impairment. (ii) Not make any assignment or agreement in conflict with the security interest in the Copyrights of each Grantor included in the Collateral hereunder except as permitted or not prohibited by the Credit Agreement. (iii) (A) Continue to use each material Trademark included in the Collateral in order to maintain such Trademark in full force free from any claim of abandonment for non- use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration to the extent required by applicable law, (D) not adopt or use any mark that is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the benefit of the holders of the Obligations, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any such Trademark may become invalidated. (iv) Not do any act, or omit to do any act, whereby any material Patent included in the Collateral may become abandoned or dedicated. (v) Notify the

Administrative Agent and the holders of the Obligations promptly if it knows that any application or registration relating to any material Patent or Trademark included in the Collateral may become abandoned or dedicated, or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO or any court or tribunal in any country, other than routine office actions in the normal course of prosecution) regarding such Grantor's ownership of any such Patent or Trademark or its right to register the same or to keep and maintain the same. (vi) Take commercially reasonable steps, including, without limitation, in any proceeding before the USPTO, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each material Patent and material Trademark included in the Collateral, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability. (vii) Promptly notify the Administrative Agent and the holders of the Obligations after it learns that any material Patent or Trademark included in the Collateral is materially infringed, misappropriated, diluted or impaired by a third party and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark, including, where appropriate, the bringing of suit for infringement, misappropriation, dilution or impairment, to seek injunctive relief where appropriate and seeking to recover any and all damages for such infringement, misappropriation, dilution or impairment. (viii) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of each Grantor included in the Collateral hereunder except as permitted or not prohibited by the Credit Agreement. (ix) Grants to the Administrative Agent, to be exercised solely upon the occurrence of an Event of Default and during the continuance thereof, a royalty free license to use such Grantor's Intellectual Property in connection with the enforcement of the Administrative Agent's rights under Section 7 and Section 8 of this Agreement, but only to the extent any license or agreement granting such Grantor rights in such Intellectual Property does not prohibit such use by the Administrative Agent; provided, that, the use of any Trademarks by the Administrative Agent pursuant to the license granted hereunder shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks. Notwithstanding the foregoing, the Grantors may, in their reasonable business judgment, fail to maintain, pursue, preserve or protect any Copyright, Patent or Trademark which is not material to their businesses. 5. Authorization to File Financing Statements. Each Grantor hereby authorizes the Administrative Agent to prepare and file such financing statements (including continuation statements) or amendments thereof or supplements thereto or other instruments as the Administrative Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, which such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of Collateral that describes such property in any other manner as the Administrative Agent may reasonably determine is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted herein, including, without limitation, describing such property as "all assets, whether now owned or hereafter acquired" or "all personal property, whether now owned or hereafter acquired." 6. Advances. On failure of any Grantor to perform any of the covenants and agreements contained herein or in any other Loan Document, the Administrative Agent may, at its sole option and in its sole discretion, after ten (10) business days prior written notice to each applicable Grantor and opportunity to cure, perform the same and in so doing may expend such sums as the Administrative Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien, expenditures made in defending against any adverse claim and all other expenditures which the Administrative Agent may make for the protection of the security hereof or which may be compelled to make by operation of Law. All such sums and amounts so expended shall be repayable by the Grantors on a joint and several basis promptly upon timely notice thereof and demand therefor, shall constitute additional Obligations and shall bear interest from the date said amounts are expended at the Default Rate. No such performance of any covenant or agreement by the Administrative Agent on behalf of any Grantor, and no such advance or expenditure therefor, shall relieve the Grantors of any Default or Event of Default. The Administrative Agent may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by a Grantor in appropriate proceedings and against which adequate reserves are being maintained in accordance with GAAP. 7. Remedies. (a) General Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent, on behalf of the holders of the Obligations, shall have, in addition to the rights and remedies provided herein, in the Loan Documents, in any other documents relating to the Obligations, or by any applicable Law (including, but not limited to, levy of attachment, garnishment and the rights and remedies set forth in the UCC of the jurisdiction applicable to the affected Collateral), the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights and remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further, the Administrative Agent may, with or without judicial process or the aid and assistance of others, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Grantors, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Grantors to assemble and make available to the Administrative Agent at the expense of the Grantors any Collateral at any place and time designated by the Administrative Agent which is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof, and / or (v) without demand and without advertisement, notice, hearing or process of

law, all of which each of the Grantors hereby waives to the fullest extent permitted by Law, at any place and time or times, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels any or all Collateral held by or for it at public or private sale (which in the case of a private sale of Pledged Equity, shall be to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof), at any exchange or broker's board or elsewhere, by one or more contracts, in one or more parcels, for money, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sale shall be deemed to have been made in a commercially reasonable manner and, in the case of a sale of Pledged Equity, that the Administrative Agent shall have no obligation to delay sale of any such securities for the period of time necessary to permit the Issuer of such securities to register such 13 securities for public sale under the Securities Act of 1933. The Administrative Agent or any other holder of the Obligations shall have the right upon any such public sale or sales, and, to the extent permitted by applicable Law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold. Neither the Administrative Agent's compliance with applicable Law nor its disclaimer of warranties relating to the Collateral shall be considered to adversely affect the commercial reasonableness of any sale. To the extent the rights of notice cannot be legally waived hereunder, each Grantor agrees that any requirement of reasonable notice shall be met if such notice, specifying the place of any public sale or the time after which any private sale is to be made, is personally served on or mailed, postage prepaid, to the US Borrower in accordance with the notice provisions of Section 10.02 of the Credit Agreement at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor further acknowledges and agrees that any offer to sell any Pledged Equity which has been (A) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such offer may be advertised without prior registration under the Securities Act of 1933), or (B) made privately in the manner described above shall be deemed to involve a "public sale" under the UCC, notwithstanding that such sale may not constitute a "public offering" under the Securities Act of 1933, and the Administrative Agent may, in such event, bid for the purchase of such securities. The Administrative Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by applicable Law, any holder of the Obligations may be a purchaser at any such sale. To the extent permitted by applicable Law, each of the Grantors hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable Law, the Administrative Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by Law, be made at the time and place to which the sale was postponed, or the Administrative Agent may further postpone such sale by announcement made at such time and place. To the extent permitted by applicable Law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any holder of the Obligations arising out of the exercise by them of any rights hereunder except to the extent any such claims, damages or demands result solely from the gross negligence or willful misconduct of the Administrative Agent or any other holder of the Obligations as determined by a final non-appealable judgment of a court of competent jurisdiction, in each case against whom such claim is asserted. Each Grantor agrees that the internet shall constitute a "place" for purposes of Section 9-610 (b) of the UCC and that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the UCC. (b) Remedies Relating to Accounts. (i) Upon the occurrence of an Event of Default and during the continuation thereof, whether or not the Administrative Agent has exercised any or all of its rights and remedies hereunder, and so long as the Administrative Agent has provided three (3) Business Days' prior written notice to each applicable Grantor, (A) promptly upon the reasonable request of the Administrative Agent, each Grantor shall instruct all Account Debtors to remit all payments in respect of Accounts to a mailing location selected by the Administrative Agent and (B) the Administrative Agent shall have the right to enforce any Grantor's rights against its customers and Account Debtors, and the Administrative Agent or its designee may notify any Grantor's customers and Account Debtors that the Accounts 14 of such Grantor have been assigned to the Administrative Agent or of the Administrative Agent's security interest therein, and may (either in its own name or in the name of a Grantor or both) demand, collect (including without limitation by way of a lockbox arrangement), receive, take receipt for, sell, sue for, compound, settle, compromise and give acquittance for any and all amounts due or to become due on any Account, and, in the Administrative Agent's discretion, file any claim or take any other action or proceeding to protect and realize upon the security interest of the holders of the Obligations in the Accounts. (ii) Upon the occurrence of an Event of Default and during the continuation thereof and so long as the Administrative Agent has provided three (3) Business Days' prior written notice to each applicable Grantor, each such Grantor acknowledges and agrees that the Proceeds of its Accounts remitted to or on behalf of the Administrative Agent in accordance with the provisions hereof shall be solely for the Administrative Agent's own convenience and that such Grantor shall not have any right, title or interest in such Accounts or in any such other amounts except as expressly provided herein. Neither the Administrative Agent nor the holders of the Obligations shall have any liability or responsibility to any Grantor for acceptance of a

check, draft or other order for payment of money bearing the legend " payment in full " or words of similar import or any other restrictive legend or endorsement or be responsible for determining the correctness of any remittance. (iii) Upon the occurrence of an Event of Default and during the continuation thereof, and so long as the Administrative Agent has provided three (3) Business Days' prior written notice to each applicable Grantor, (A) the Administrative Agent shall have the right, but not the obligation, to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Grantors shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications, (B) upon the Administrative Agent' s request and at the expense of the Grantors, the Grantors shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts and (C) the Administrative Agent in its own name or in the name of others may communicate with Account Debtors on the Accounts to verify with them to the Administrative Agent' s satisfaction the existence, amount and terms of any Accounts. (c) Deposit Accounts / Securities Accounts. Upon the occurrence of an Event of Default and during continuation thereof and solely to the extent permitted by the UCC or other applicable Law, the Administrative Agent may prevent withdrawals or other dispositions of funds in Deposit Accounts and Securities Accounts held with any holder of the Obligations. (d) Investment Property / Pledged Equity. Upon the occurrence of an Event of Default and during the continuation thereof, after three (3) Business Days' prior written notice to each applicable Grantor: the Administrative Agent shall have the right to receive any and all cash dividends, payments or distributions made in respect of any Investment Property or Pledged Equity or other Proceeds paid in respect of any Investment Property or Pledged Equity, and any or all of any Investment Property or Pledged Equity may, at the option of the Administrative Agent, be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (i) all voting, corporate and other rights pertaining to such Investment Property, or any such Pledged Equity at any meeting of shareholders, partners or members of the relevant Issuers or otherwise and (ii) any and all rights of conversion, exchange 15 and subscription and any other rights, privileges or options pertaining to such Investment Property or Pledged Equity as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property or Pledged Equity upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate, partnership or limited liability company structure of any Issuer or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property or Pledged Equity, and in connection therewith, the right to deposit and deliver any and all of the Investment Property or Pledged Equity with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it; but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and the Administrative Agent and the other holders of the Obligations shall not be responsible for any failure to do so or delay in so doing. In furtherance thereof, each Grantor hereby authorizes and instructs each Issuer with respect to any Collateral consisting of Investment Property and / or Pledged Equity to (A) comply with any instruction received by it from the Administrative Agent in writing that (1) states that an Event of Default has occurred and is continuing and (2) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying following receipt of such notice and prior to notice that such Event of Default is no longer continuing, and (B) except as otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to any Investment Property or Pledged Equity directly to the Administrative Agent. Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given three (3) Business Days' notice to the relevant Grantor of the Administrative Agent' s intent to exercise its corresponding rights pursuant to this Section 7, each Grantor shall be permitted to receive all cash dividends, payments or other distributions made in respect of any Investment Property and any Pledged Equity, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and other corporate, company and partnership rights with respect to any Investment Property and Pledged Equity to the extent not inconsistent with the terms of this Agreement and the other Loan Documents. (e) Access. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent shall have the right to enter and remain upon the various premises of the Grantors without cost or charge to the Administrative Agent, and use the same, together with materials, supplies, books and records of the Grantors for the purpose of collecting and liquidating the Collateral, or for preparing for sale and conducting the sale of the Collateral, whether by foreclosure, auction or otherwise. In addition, the Administrative Agent may remove Collateral, or any part thereof, from such premises and / or any records with respect thereto, in order to effectively collect or liquidate such Collateral. (f) Nonexclusive Nature of Remedies. Failure by the Administrative Agent or the holders of the Obligations to exercise any right, remedy or option under this Agreement, any other Loan Document, any other document relating to the Obligations, or as provided by Law, or any delay by the Administrative Agent or the holders of the Obligations in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Administrative Agent or the holders of the Obligations shall only be granted as provided herein. To the extent permitted by Law, neither the Administrative Agent, the holders of the Obligations, nor any party acting as attorney for the Administrative Agent or the holders of the Obligations, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their 16

gross negligence or willful misconduct hereunder as determined by a final non-appealable judgment of a court of competent jurisdiction. The rights and remedies of the Administrative Agent and the holders of the Obligations under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Administrative Agent or the holders of the Obligations may have. (g) Retention of Collateral. In addition to the rights and remedies hereunder, the Administrative Agent may, in compliance with Sections 9-620 and 9-621 of the UCC or otherwise complying with the requirements of applicable Law of the relevant jurisdiction, accept or retain the Collateral in satisfaction of the Obligations. Unless and until the Administrative Agent shall have provided such notices, however, the Administrative Agent shall not be deemed to have retained any Collateral in satisfaction of any Obligations for any reason. (h) Waiver; Deficiency. Each Grantor hereby waives, to the extent permitted by applicable Laws, all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable Laws in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Administrative Agent or the holders of the Obligations are legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the Default Rate, together with the costs of collection and the fees, charges and disbursements of counsel. Any surplus remaining after the full payment and satisfaction of the Obligations shall be returned to the Grantors or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto. 8. Rights of the Administrative Agent. (a) Power of Attorney. In addition to other powers of attorney contained herein, each Grantor hereby designates and appoints the Administrative Agent, on behalf of the holders of the Obligations, and each of its designees or agents, as attorney-in-fact of such Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence of an Event of Default and during the continuation thereof, to, after three (3) Business Days' prior written notice to each applicable Grantor: (i) demand, collect, settle, compromise, adjust, give discharges and releases, all as the Administrative Agent may reasonably determine in respect of or arising out of the Collateral; (ii) commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof; (iii) defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Administrative Agent may deem reasonably appropriate in respect of or arising out of the Collateral; (iv) receive, open and dispose of mail addressed to a Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of such Grantor on behalf of and in the name of such Grantor, or securing, or relating to such Collateral; (v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes; (vi) adjust and settle claims under any insurance policy relating thereto; (vii) execute and deliver all assignments, conveyances, statements, financing statements, continuation financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Administrative Agent may determine necessary in order to perfect and maintain the security interests and liens granted in this Agreement and in order to fully consummate all of the transactions contemplated herein in respect of or arising out of the Collateral; (viii) institute any foreclosure proceedings that the Administrative Agent may deem appropriate in respect of or arising out of the Collateral; (ix) sign and endorse any drafts, assignments, proxies, stock powers, verifications, notices and other documents relating to the Collateral; (x) exchange any of the Pledged Equity or other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the Issuer thereof and, in connection therewith, deposit any of the Pledged Equity with any committee, depository, transfer agent, registrar or other designated agency upon such terms as the Administrative Agent may reasonably deem appropriate; (xi) vote for a shareholder resolution, or to sign an instrument in writing, sanctioning the transfer of any or all of the Pledged Equity into the name of the Administrative Agent or one or more of the holders of the Obligations or into the name of any transferee to whom the Pledged Equity or any part thereof may be sold pursuant to Section 7; (xii) pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral; (xiii) direct any parties liable for any payment in connection with any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (xiv) receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (xv) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the security interests created hereby in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby; and (xvi) do and perform all such other acts and things as the Administrative Agent may reasonably deem to be necessary, proper or convenient in connection with the Collateral. 18 This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Obligations arising under the Loan Documents have been paid in full and the Commitments have expired or been terminated. The Administrative Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Administrative Agent in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Administrative Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. This power of attorney is conferred on the Administrative Agent solely to protect, preserve and realize upon its security interest in the Collateral and shall not impose any duty upon the Administrative Agent or any

other holder of the Obligations to exercise any such powers. (b) Assignment by the Administrative Agent. The Administrative Agent may from time to time assign the Obligations to a successor Administrative Agent appointed in accordance with the Credit Agreement, and such successor shall be entitled to all of the rights and remedies of the Administrative Agent under this Agreement in relation thereto. (c) The Administrative Agent's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Administrative Agent hereunder, the Administrative Agent shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Grantors shall be responsible for preservation of all rights in the Collateral, and the Administrative Agent shall be relieved of all responsibility for the Collateral upon surrendering it or tendering the surrender of it to the Grantors. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property, which shall be no less than the treatment employed by a reasonable and prudent agent in the industry, it being understood that the Administrative Agent shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral. In the event of a public or private sale of Collateral pursuant to Section 7 hereof, the Administrative Agent shall have no responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters, or (ii) taking any steps to clean, repair or otherwise prepare the Collateral for sale. (d) Liability with Respect to Accounts. Anything herein to the contrary notwithstanding, each of the Grantors shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. Neither the Administrative Agent nor any holder of the Obligations shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any holder of the Obligations of any payment relating to such Account pursuant hereto, nor shall the Administrative Agent or any holder of the Obligations be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. 19 (e) Voting and Payment Rights in Respect of the Pledged Equity. (i) So long as no Event of Default shall exist, each Grantor may (A) exercise any and all voting and other consensual rights pertaining to the Pledged Equity of such Grantor or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement and (B) receive and retain any and all dividends (other than stock dividends and other dividends constituting Collateral which are addressed hereinabove), principal or interest paid in respect of the Pledged Equity to the extent they are allowed under the Credit Agreement; and (ii) During the continuance of an Event of Default, (A) all rights of a Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to clause (i) (A) above shall cease and all such rights shall thereupon become vested in the Administrative Agent which shall then have the sole right to exercise such voting and other consensual rights, (B) all rights of a Grantor to receive the dividends, principal and interest payments which it would otherwise be authorized to receive and retain pursuant to clause (i) (B) above shall cease and all such rights shall thereupon be vested in the Administrative Agent which shall then have the sole right to receive and hold as Collateral such dividends, principal and interest payments, and (C) all dividends, principal and interest payments which are received by a Grantor contrary to the provisions of clause (ii) (B) above shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other property or funds of such Grantor, and shall be forthwith paid over to the Administrative Agent as Collateral in the exact form received, to be held by the Administrative Agent as Collateral and as further collateral security for the Obligations. (f) Releases of Collateral. (i) If any Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall promptly execute and deliver to such Grantor all releases and other documents, and take such other action, reasonably necessary for the release of the Liens created hereby or by any other Collateral Document on such Collateral. (ii) The Administrative Agent may release any of the Pledged Equity from this Agreement or may substitute any of the Pledged Equity for other Pledged Equity without altering, varying or diminishing in any way the force, effect, lien, pledge or security interest of this Agreement as to any Pledged Equity not expressly released or substituted, and this Agreement shall continue as a first priority lien on all Pledged Equity not expressly released or substituted. 9. Application of Proceeds. After the exercise of remedies provided for in Section 8. 02 of the Credit Agreement (or upon acceleration of the Obligations pursuant to Section 8. 02 of the Credit Agreement), any payments in respect of the Obligations and any proceeds of the Collateral, when received by the Administrative Agent or any holder of the Obligations in cash or cash equivalents will be applied in reduction of the Obligations in the order set forth in Section 8. 03 of the Credit Agreement. 10. Continuing Agreement. 20 (a) This Agreement shall remain in full force and effect until such time as the Obligations arising under the Loan Documents have been paid in full and the Commitments have expired or been terminated, at which time this Agreement shall be automatically terminated (other than obligations under this Agreement which expressly survive such termination) and the Administrative Agent shall, upon the request and at the expense of the Grantors, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and / or other documents reasonably requested by the Grantors evidencing such termination. (b) This Agreement shall continue to be effective or be automatically reinstated, as the case may be, if

at any time payment, in whole or in part, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any holder of the Obligations as a preference, fraudulent conveyance or otherwise under any Debtor Relief Law, all as though such payment had not been made; provided that in the event payment of all or any part of the Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Administrative Agent or any holder of the Obligations in defending and enforcing such reinstatement shall be deemed to be included as a part of the Obligations. 11. Amendments; Waivers; Modifications, etc. This Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in Section 10. 01 of the Credit Agreement. 12. Successors in Interest. This Agreement shall be binding upon each Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Administrative Agent and the holders of the Obligations hereunder, to the benefit of the Administrative Agent and the holders of the Obligations and their successors and permitted assigns. 13. Notices. All notices required or permitted to be given under this Agreement shall be in conformance with Section 10. 02 of the Credit Agreement. 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e. g. “ pdf ” or “ tif ”) shall be effective as delivery of a manually executed counterpart of this Agreement. Subject to Section 10. 18 of the Credit Agreement, this Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures, including facsimile and pdf, and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. 15. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. 16. Governing Law; Submission to Jurisdiction; Waiver of Venue; Waiver of Jury Trial; Acknowledgment Regarding Any Supported QFCs. The terms of Sections 10. 14, 10. 15 and 10. 24 of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue, waiver of jury trial and acknowledgment regarding any supported QFCs are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. 17. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions. 18. Entirety. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the L / C Issuers constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. 19. Other Security. To the extent that any of the Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by a Grantor), or by a guarantee, endorsement or property of any other Person, then the Administrative Agent shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default and during the continuation thereof, and the Administrative Agent shall have the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Administrative Agent shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or the Obligations or any of the rights of the Administrative Agent or the holders of the Obligations under this Agreement, under any other of the Loan Documents or under any other document relating to the Obligations. 20. Joinder. At any time after the date of this Agreement, one or more additional Persons may become party hereto by executing and delivering to the Administrative Agent a Joinder Agreement. Immediately upon such execution and delivery of such Joinder Agreement (and without any further action), each such additional Person will become a party to this Agreement as a “ Grantor ” and have all of the rights and obligations of a Grantor hereunder and this Agreement shall be deemed amended by such Joinder Agreement. 21. Joint and Several Obligations of Grantors. (a) Each of the Grantors is accepting joint and several liability hereunder in consideration of the financial accommodations to be provided by the Lenders under the Credit Agreement, for the mutual benefit, directly and indirectly, of each of the Grantors and in consideration of the undertakings of each of the Grantors to accept joint and several liability for the obligations of each of them. (b) Each of the Grantors jointly and severally hereby irrevocably and unconditionally accepts, not merely as a surety but also as a primary obligor, joint and several liability with the other Grantors with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that (i) all the Obligations shall be the joint and several obligations of each of the Grantors without preferences or distinction among them and (ii) a separate action may be brought against each Grantor to enforce this Agreement whether or not any Borrower, any other Grantor or any other person or entity is joined as a party. (c) Notwithstanding any provision to the contrary contained herein, in any other of the Loan Documents, to the extent the obligations of a Grantor shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of such Grantor hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal or state and including, without limitation, Debtor Relief Laws). 22. Consent of Issuers of Pledged Equity. Any party hereto that is an Issuer hereby acknowledges, consents and agrees to the grant of the security interests in such Pledged Equity by the applicable Grantors pursuant to this Agreement, together with all rights accompanying such security interest as provided by this Agreement and applicable Law, notwithstanding any anti- assignment provisions in any operating agreement, limited partnership agreement or similar organizational or governance documents of such Issuer. 23. Rights of Required Lenders. All rights

of the Administrative Agent hereunder, if not exercised by the Administrative Agent, may be exercised by the Required Lenders. 24. Amendment and Restatement of Existing Security Agreement. Each of the parties to the Existing Security Agreement that are party hereto hereby agree that the Existing Security Agreement automatically shall be deemed amended and restated in its entirety and superseded in all respects by this Agreement. All security interests, liens and pledges created by the Existing Security Agreement shall continue unimpaired and in full force and effect, as amended and restated by this Agreement. This Agreement does not constitute a novation of the obligations and liabilities existing under the Existing Security Agreement, and this Agreement evidences the obligations of the Grantors (as defined in the Existing Security Agreement) that are party hereto under the Existing Security Agreement as continued and amended and restated hereby. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] 23 Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS: Radius Recycling, Inc. (f / k / a SCHNITZER STEEL INDUSTRIES, INC.), By: / s / W. Brandon Peele Name: W. Brandon Peele Title: Vice President, Chief Treasury Officer and Business Development Auto Parts Group Southwest, LLC, a Delaware limited liability company By: Norprop, Inc., its Sole Member Title: Vice President and Treasurer Cascade Steel Rolling Mills, Inc., Edman Corp., General Metals of Tacoma, Inc., a Washington corporation RADIUS RECYCLING, INC. Amended and Restated SECURITY and Pledge AGREEMENT Joint Venture Operations, Inc., a Delaware corporation By: / s / Brian Souza Name: Brian Souza Title: President Manufacturing Management, Inc., Metals Recycling L. L. C., a Rhode Island limited liability company By: Joint Venture Operations, Inc., its Sole Member Pick A Part, Inc., Pick and Pull Auto Dismantling, Inc., a California corporation RADIUS RECYCLING, INC. Amended and Restated SECURITY and Pledge AGREEMENT Pick- N- Pull Auto Dismantlers, a California General Partnership, a California general partnership Title: Member of Management Committee and Vice President Pick- N- Pull Auto Dismantlers, Columbus, LLC, Pick- N- Pull Auto Dismantlers, Kansas City, LLC, Pick- N- Pull Auto Dismantlers, LLC, a California limited liability company By: Pick- N- Pull Auto Dismantlers, a California General Partnership, its Sole Manager Pick- N- Pull Auto Dismantlers, Nevada, LLC, a Nevada limited liability company Pick- N- Pull Auto Dismantlers, St. Louis, LLC, By: Norprop, Inc., its Sole Member Pick- N- Pull Auto Dismantlers, Stockton, LLC, Pick- N- Pull Auto Dismantlers, Virginia Beach, LLC, Pick- N- Pull Northwest, LLC, an Oregon limited liability company Proleride Transport Systems, Inc., Prolerized New England Company LLC, By: Proleride Transport Systems, Inc., its Managing Member Row52, LLC, Schnitzer Southeast, LLC, a Georgia limited liability company By: Radius Recycling, Inc., its Sole Manager Schnitzer Steel Hawaii Corp., SSI Big Sky LLC, By: Radius Recycling, Inc., its Sole Member SSI Burbank LLC, a Washington limited liability company SSI Nevada LLC, U- PULL- IT, Inc., SSI Services, LLC (f / k / a SCHN Holdings, LLC), Schnitzer Columbus Recycling, LLC, Schnitzer Southeast Holdings, LLC, Accepted and agreed to as of the date first above written. BANK OF AMERICA, N. A., By: / s / Liliana Claar Name: Liliana Claar EXHIBIT A [FORM OF] IRREVOCABLE STOCK POWER FOR VALUE

RECEIVED, the undersigned hereby sells, assigns and transfers to _____ the following Equity Interests of [_____], a [_____] [corporation] [limited liability company] [limited partnership]: No. of Shares Certificate No. and irrevocably appoints _____ its agent and attorney- in- fact to transfer all or any part of such Equity Interests and to take all necessary and appropriate action to effect any such transfer. The agent and attorney- in- fact may substitute and appoint one or more persons to act for him. [ASSIGNOR]

EXHIBIT B NOTICE GRANT OF SECURITY INTEREST COPYRIGHTS [United States Copyright Office] [Canadian Intellectual Property Office] Ladies and Gentlemen: Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of July 10, 2024 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “ Agreement ”) by and among the grantors party thereto (each a “ Grantor ” and collectively, the “ Grantors ”), any other grantors party thereto and Bank of America, N. A., in its capacity as administrative agent (the “ Administrative Agent ”) for the holders of the Obligations referred to therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the undersigned Grantor has granted a continuing security interest in, and a right to set off against, the United States copyright registrations shown on Schedule 1 attached hereto to the Administrative Agent, for the benefit of the holders of the Obligations. The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the foregoing copyright registrations are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and in the event of any conflict between the terms of this Notice of Grant of Security Interest in Copyrights (the “ Notice ”) and the Agreement, the terms of the Agreement shall govern. The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Obligations, hereby further acknowledge and agree that the security interest in the foregoing copyright registrations and (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any copyright registration. Capitalized terms used in this Notice and not otherwise defined herein shall have the meanings provided (including by reference) in the Agreement. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. Very truly yours, [GRANTOR] Acknowledged and Accepted: BANK OF AMERICA, N. A., as Administrative Agent U. S. Copyrights Copyright Registrations Title Reg. No. Reg. Date Copyright Applications Title Appl. No. Reg. Date EXHIBIT C PATENTS [United States Patent and Trademark Office] [Canadian Intellectual Property Office] Please be advised that pursuant to the Amended and Restated Security and

Pledge Agreement dated as of July 10, 2024 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the " Agreement ") by and among the grantors party thereto (each a " Grantor " and collectively, the " Grantors "), any other grantors party thereto and Bank of America, N. A., in its capacity as administrative agent (the " Administrative Agent ") for the holders of the Obligations referred to therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the undersigned Grantor has granted a continuing security interest in, and a right to set off against, the United States issued patents and patent applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Obligations. The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the foregoing patents and patent applications are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and in the event of any conflict between the terms of this Notice of Grant of Security Interest in Patents (the " Notice ") and the Agreement, the terms of the Agreement shall govern. The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Obligations, hereby further acknowledge and agree that the security interest in the foregoing issued patents and patent applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any patent or patent application. U. S. Patents Issued Patents Title Patent No. Issue Date Patent Applications Title Appl No. Issue Date EXHIBIT D

TRADEMARKS Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of July 10, 2024 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the " Agreement ") and among the by and among the grantors party thereto (each a " Grantor " and collectively, the " Grantors "), any other grantors party thereto and Bank of America, N. A., in its capacity as administrative agent (the " Administrative Agent ") for the holders of the Obligations referred to therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the undersigned Grantor has granted a continuing security interest in, and a right to set off against, the United States trademark registrations and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Obligations. Notwithstanding anything to the contrary contained herein or in the Agreement, the security interest granted under the Agreement shall not extend to, and the Collateral shall not include, any United States " intent- to- use " applications to register any trademark or service mark prior to the filing and acceptance by the United States Patent and Trademark Office under applicable Law of a verified statement of use or amendment to allege for such trademark or service mark, but only to the extent that, and solely during the period if any in which, the grant of security interest therein would impair the validity or enforceability of such " intent- to- use " trademark applications (or the resulting trademark registrations). The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the foregoing trademark registrations and trademark applications are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and in the event of any conflict between the terms of this Notice of Grant of Security Interest in Trademarks (the " Notice ") and the Agreement, the terms of the Agreement shall govern. The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Obligations, hereby further acknowledge and agree that the security interest in the foregoing trademark registrations and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark registration or trademark application. U. S. Trademarks Trademark Registrations Mark Reg. No. Reg. Date Trademark Applications Mark Appl. No. Filing Date Exhibit 10. 12 Amended, Restated and consolidated CANADIAN SECURITY and Pledge AGREEMENT THIS Amended, Restated and consolidated CANADIAN SECURITY and Pledge AGREEMENT (this " Agreement ") is entered into as of July 10, 2024 among SCHNITZER STEEL CANADA LTD., a British Columbia corporation (the " Canadian Borrower "), the other parties identified as " Grantors " on the signature pages hereto and such other parties that may become Grantors hereunder after the date hereof (together with the Canadian Borrower, each individually a " Grantor ", and collectively, the " Grantors ") and Bank of America, N. A., in its capacity as administrative agent (the " Administrative Agent ") for the holders of the Obligations. WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of April 6, 2016 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time prior to giving effect to the Fourth Amendment (as defined below), the " Existing Credit Agreement "), among Radius Recycling, Inc. (formerly, Schnitzer Steel Industries, Inc.), an Oregon corporation (the " US Borrower "), the Canadian Borrower, the US Lenders, the Canadian Lender, and Bank of America, N. A., as Administrative Agent, Swing Line Lender and an L / C Issuer, the US Lenders have agreed to make Committed Loans, the Swing Line Lender has agreed to make Swing Line Loans, the L / C Issuers have agreed to issue Letters of Credit, and the Canadian Lender has agreed to make Canadian Loans and issue Canadian Letters of Credit upon the terms and subject to the conditions set forth therein; WHEREAS, the Canadian Borrower is party to that certain General Security Agreement dated as of April 6, 2016 and SCHNITZER STEEL CANADIAN HOLDINGS, INC. is party to that certain General Security Agreement dated as of April 6, 2016 (together, as extended, renewed, amended, restated, amended and restated or otherwise modified from time to time prior to the date hereof, the " Existing Security Agreements "); WHEREAS, the US Borrower, the Canadian Borrower, the Guarantors party thereto, the Lenders party thereto, the Canadian Lender and the Administrative Agent have agreed to amend the Existing Credit Agreement pursuant to the Fourth Amendment to Third Amended and Restated Credit Agreement (the " Fourth Amendment "), dated as of June 17, 2024 (the Existing Credit Agreement as amended by the

Fourth Amendment and as further amended or otherwise modified from time to time, the "Credit Agreement"); and WHEREAS, the terms of the Fourth Amendment and the Credit Agreement as amended thereby require the amendment, restatement and consolidation of the Existing Security Agreements in their entirety as set forth in this Agreement. (c) The following terms shall have the meanings set forth in the PPSA: Accessions, Account, Certificated Security, Chattel Paper, Consumer Goods, Document of Title, Equipment, Financial Asset, Futures Account, Futures Contract, Goods, Instrument, Intangible, Inventory, Investment Property, Money, Proceeds, Securities Account, Securities Intermediary, Security, Security Certificate, Security Entitlement and Uncertificated Security. "CIPO" means the Canadian Intellectual Property Office. "Collateral" has the meaning provided in Section 2 hereof. "Copyright License" means any written agreement now or hereafter in existence, providing for the grant by, or to, any rights (including, without limitation, the grant of rights for a party to be designated as an author or owner and / or to enforce, defend, use, display, copy, manufacture, distribute, exploit and sell, make derivative works, and require joinder in suit and / or receive assistance from another party) under a Copyright. "Copyrights" means, collectively, all of the following of any Grantor: (i) all copyrights, works protectable by copyright, copyright registrations and copyright applications in Canada and the United States or any jurisdiction thereof, (ii) all derivative works, counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and / or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing in Canada and the United States or any jurisdiction thereof. "Deposit Accounts" means (i) all deposit, demand, time, savings, passbook or other accounts with a bank, credit union, trust company or similar financial institution and all accounts and sub-accounts relating to any of the foregoing accounts now or hereafter held in the name of any Grantor and (ii) all cash, funds, Money, cheques, notes and Instruments from time to time on deposit in any of the accounts or sub-accounts described in clause (i) of this definition. "Intellectual Property" means, collectively, all of the following of any Grantor: (i) all systems software and applications software (including source code and object code), all documentation for such software, including, without limitation, user manuals, flowcharts, functional specifications, operations manuals, and all formulas, processes, ideas and know-how embodied in any of the foregoing, (ii) concepts, discoveries, improvements and ideas, know-how, technology, reports, design information, trade secrets, practices, specifications, test procedures, maintenance manuals, research and development, inventions (whether or not patentable), blueprints, drawings, data, customer lists, catalogs, and all physical embodiments of any of the foregoing, and (iii) Patents, Copyrights and Trademarks. "Intellectual Property License" means any Patent License, Copyright License, Trademark License, and any other written agreement, now or hereafter in existence, providing for the grant by, or to any Grantor of any rights under any Intellectual Property. "Issuer" means the issuer of any Pledged Equity. "Patent License" means any written agreement, now or hereafter in existence, providing for the grant by, or to, any Grantor of any rights (including, without limitation, the right for a party to be designated as an owner and / or to enforce, defend, make, have made, make improvements, manufacture, use, sell, import, export, and require joinder in suit and / or receive assistance from another party) under a Patent. "Patents" means collectively, all of the following of any Grantor: (i) all patents, all inventions and patent applications, and all industrial designs and industrial design applications, in Canada and the United States or any jurisdiction thereof, (ii) all improvements, counterparts, reissues, divisional, re-examinations, extensions, continuations (in whole or in part) and renewals of any of the foregoing and improvements thereon, (iii) all income, royalties, damages or payments now or hereafter due and / or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world. "Pledged Equity" means, with respect to each Grantor, 100% of the issued and outstanding shares, units, trust units, partnership, membership or other interests, participations or other equivalent rights in, or other Equity Interests of each Domestic Subsidiary, CFC Holdco or non-Domestic Subsidiary of the US Borrower that is directly owned by such Grantor, including the Equity Interests of the Subsidiaries directly owned by such Grantor as set forth on Schedule 5.20 (e) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement), in each case together with the certificates (or other agreements or instruments), if any, representing such shares, and all options and other rights, contractual or otherwise, with respect thereto, including, but not limited to, the following: (2) in the event of any consolidation or merger involving any Issuer and in which such Issuer is not the surviving Person, or in the event of any amalgamation involving any Issuer, all shares of each class of the Equity Interests of the successor Person formed by or resulting from such consolidation, merger or amalgamation, to the extent that such successor Person is a direct Subsidiary of a Grantor; provided, that, in no event shall Pledged Equity include any Excluded Property. "PPSA" means the Personal Property Security Act (British Columbia); provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Personal Property Security Act as in effect in a Canadian jurisdiction other than the Province of British Columbia, or the Civil Code of Quebec, "PPSA" means the Personal Property Security Act as in effect from time to time in such other jurisdiction or the Civil Code of Quebec, as applicable, for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority. "STA" means the Securities Transfer Act (British Columbia) or securities transfer legislation in another applicable jurisdiction in Canada. "Trademark License" means any written agreement, now or hereafter in existence, providing for the grant by, or to, any Grantor of any rights in (including, without limitation, the right for a party to be designated as an owner and /

or to enforce, defend, use, mark, police, and require joinder in suit and / or receive assistance from another party) under a Trademark." Trademarks" means, collectively, all of the following of any Grantor: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each United States application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in Canada and the United States or any jurisdiction thereof, (ii) all counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and / or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (iv) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) in Canada and the United States or any jurisdiction thereof." ULC", " ULC Legislation" and" ULC Shares" have the meanings provided in Section 26." USCO" means the United States Copyright Office." USPTO" means the United States Patent and Trademark Office. 2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby pledges, assigns, mortgages, charges and grants to the Administrative Agent, for the benefit of the holders of the Obligations, as and by way of a fixed and specific mortgage and charge, and grants to the Administrative Agent, for the benefit of the holders of the Obligations, a continuing security interest in, and a right to set off against, all of its present and after- acquired undertaking, property and assets, including, without limiting the foregoing, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the" Collateral"): (a) all Accounts, rents, debts, demands and choses in action that are due, owing or accruing due, and all claims of any kind that it has, including claims against the Crown and claims under insurance policies; (b) all cash, Money, currency and cash equivalents; (c) all Chattel Paper; (d) all Deposit Accounts; (e) all Documents of Title; (f) all Equipment; (g) all Financial Assets; (h) all fixtures; (i) all Goods; (j) all Instruments; (k) all Intangibles; (l) all Intellectual Property and Intellectual Property Licenses; (m) all Inventory; (n) all Investment Property, including shares, stock, warrants, bonds, debentures, debenture stock and other Securities (in each case whether evidenced by a Security Certificate or an Uncertificated Security) and Security Entitlements, Securities Accounts, Futures Contracts and Futures Accounts; (o) all Pledged Equity; (p) all books and records pertaining to the Collateral; and (q) all parts, components, renewals, substitutions and replacements of any and all of the foregoing, all attachments, accessories and increases, additions and Accessions of any and all of the foregoing and all Proceeds of any and all of the foregoing, including property in any form derived directly or indirectly from any dealing with such property. Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to, and the Collateral shall not include, (i) Excluded Property, (ii) Consumer Goods, or (iii) United States" intent- to- use" applications to register any trademark or service mark prior to the filing and acceptance by the USPTO under applicable Law of a verified statement of use or amendment to allege for such trademark or service mark, but only to the extent that, and solely during the period if any in which, the grant of security interest therein would impair the validity or enforceability of such" intent- to- use" trademark applications (or the resulting trademark registrations). Notwithstanding anything in this Agreement to the contrary, (i) neither creation or perfection of pledges of or security interests in, nor the obtaining of legal opinions or other deliverables with respect to, particular assets of any Grantor shall be required, if, and for so long as and to the extent that the Administrative Agent and the US Borrower agree in writing that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such legal opinions or other deliverables in respect of such assets, shall be excessive in view of the benefits to be obtained by the holders of the Obligations therefrom, (ii) Liens required to be granted from time to time shall be subject to exceptions and limitations set forth in the Collateral Documents as in effect on the Fourth Amendment Effective Date, (iii) no perfection actions shall be required with respect to motor vehicles and other assets subject to certificates of title and (iv) in no event shall notices be required to be sent to contractual third parties prior to an enforcement event following the occurrence and continuation of an Event of Default. The Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of legal opinions or other deliverables with respect to particular assets by any Grantor where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Collateral Documents. Each Grantor agrees that the holders of the Obligations have given value and that the security interests created by this Agreement are intended to attach (a) with respect to Collateral that is now in existence, upon execution of this Agreement, and (b) with respect to Collateral that comes into existence in the future, upon such Grantor acquiring rights in the Collateral or the power to transfer rights in the Collateral to the Administrative Agent. In each case, the parties do not intend to postpone the attachment of any security interests created by this Agreement. For the avoidance of doubt, no control agreements with respect to Deposit Accounts or Securities Accounts are required. (a) Ownership. Each Grantor is the legal and beneficial owner of its Collateral and has the right to pledge, sell, assign or transfer the same. There exists no adverse claim (as defined in the STA) with respect to the Pledged Equity of such Grantor. (b) Security Interest / Priority. This Agreement creates a valid security interest in favour of the Administrative Agent, for the benefit of the holders of the Obligations, in the Collateral of such Grantor and, when properly perfected by filing, shall constitute a valid and perfected, first priority security interest in such Collateral (including all uncertificated Pledged Equity consisting of partnership or limited liability company interests that do not constitute

Securities), to the extent such security interest can be perfected by filing under the PPSA, free and clear of all Liens except for Liens permitted pursuant to Section 7. 01 of the Credit Agreement. No Grantor has authenticated any agreement authorizing any secured party thereunder to file a financing statement with respect to the Collateral, except to perfect Liens permitted pursuant to Section 7. 01 of the Credit Agreement. The taking possession by the Administrative Agent of the Certificated Securities (if any) evidencing the Pledged Equity and all other Instruments (to the extent required to be delivered) constituting Collateral will perfect and establish the first priority of the Administrative Agent's security interest in all the Pledged Equity evidenced by such Certificated Securities and such Instruments. (c) Accounts. (i) Each Account of the Grantors and the papers and documents relating thereto are genuine and in all material respects what they purport to be, (ii) each Account arises out of (A) a bona fide sale of goods sold and delivered by such Grantor (or is in the process of being delivered) or (B) services theretofore actually rendered by such Grantor to, the Account Debtor named therein, (iii) no Account of a Grantor in an amount in excess of \$ 1, 000, 000 payable is evidenced by any Instrument or Chattel Paper unless such Instrument or Chattel Paper, to the extent requested by the Administrative Agent, has been endorsed over and delivered to, or submitted to the control of, the Administrative Agent, (iv) no surety bond was required or given in connection with any Account of a Grantor or the contracts or purchase orders out of which they arose and (v) no account debtor has any defense, set-off, claim or counterclaim against any Grantor that can be asserted against the Administrative Agent, whether in any proceeding to enforce the Administrative Agent's rights in the Collateral otherwise, except defenses, setoffs, claims or counterclaims that are not, in the aggregate, material to the value of the Collateral. (d) Equipment and Inventory. With respect to any Equipment and / or Inventory of a Grantor with a value in excess of \$ 500, 000, each such Grantor has exclusive possession and control of such Equipment and Inventory of such Grantor except for (i) Equipment leased by such Grantor as a lessee, (ii) Equipment or Inventory in transit, (iii) Equipment consisting of rolling stock, bins, trailers, barges, processing equipment or similar like equipment or (iv) Equipment and / or Inventory in the possession or control of a warehouseman, bailee or any agent or processor of such Grantor to the extent such Grantor has complied with Section 4 (c). Except as otherwise previously disclosed to the Administrative Agent, no Inventory of a Grantor is held by a Person other than a Grantor pursuant to consignment, sale or return, sale on approval or similar arrangement. To the knowledge of the Borrower, none of such Inventory is subject to any licensing, Patent, Trademark, trade name or Copyright with any Person that restricts any Grantor's ability to use, manufacture, lease, sell or otherwise dispose of such Inventory in any material respect. The completion of the manufacturing process of such Inventory by a Person other than the applicable Grantor would be permitted under any contract to which such Grantor is a party or to which the Inventory is subject. None of the Inventory is subject to a lease agreement. (f) Consents; Etc. No approval, consent, exemption, authorization or other action by, notice to, or filing with, any Governmental Authority or any other Person (including, without limitation, any shareholder, member or creditor of such Grantor), is necessary or required for (i) the grant by such Grantor of the security interest in the Collateral granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, (ii) the perfection of such security interest (to the extent such security interest can be perfected by filing under the PPSA, the granting of control (to the extent required under Section 4 (h)) or by filing and recording an appropriate notice with the CIPO, the USPTO or the USCO) or (iii) the exercise by the Administrative Agent or the holders of the Obligations of the rights and remedies provided for in this Agreement (including, without limitation, as against any Issuer), except for (A) the filing or recording of PPSA financing statements, (B) the filing of appropriate notices with the CIPO, the USPTO and the USCO, (C) obtaining control to perfect the Liens created by this Agreement (to the extent required under Section 4 (h)), (D) such actions as may be required by Laws affecting the offering and sale of securities, (E) such actions as may be required by applicable foreign Laws affecting the pledge of the Pledged Equity of non-Domestic Subsidiaries (other than a Subsidiary that is organized under the laws of Canada or any province or territory thereof) and (F) consents, authorizations, filings or other actions which have been obtained or made. (g) Authorization of Pledged Equity, etc. All Pledged Equity (i) is duly authorized and validly issued, (ii) is fully paid and, to the extent applicable, non-assessable and is not subject to the preemptive rights of any Person, (iii) is beneficially owned as of record by a Grantor and (iv) constitute all the issued and outstanding shares of all classes of the equity of such Issuer issued to such Grantor. Except in the case of ULC Shares, other than any approval or consent that may be required from the board of directors or shareholders of an Issuer pursuant to its Organization Documents which has already been obtained and will be maintained in full force and effect during the term of this Agreement, there are no restrictions in any Organization Document governing any Pledged Equity or any other document related thereto which would limit or restrict (i) the grant by such Grantor of the security interest in the Collateral granted hereby on such Pledged Equity, (ii) the perfection of such security interest or (iii) the exercise of remedies in respect of such perfected security interest in the Pledged Equity as contemplated by this Agreement. (h) No Other Equity Interests, Instruments, Etc. As of the Fourth Amendment Effective Date, (i) no Grantor owns any certificated Equity Interests in any Subsidiary that are required to be pledged and delivered to the Administrative Agent hereunder except as set forth on Schedule 5. 20 (e) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement), and (ii) no Grantor holds any Instruments, Documents of Title or Chattel Paper required to be pledged and delivered to the Administrative Agent pursuant to Section 4 (h) (i) other than as set forth on Schedule 5. 20 (c) to the Credit Agreement (as updated from time to time in accordance with the Credit Agreement). All such Certificated Securities, Instruments, Documents of Title and Chattel Paper have been delivered to the Administrative Agent to the extent (A) requested by the Administrative Agent or (B) as required by the terms of this Agreement and the other Loan Documents. (i) Partnership and Limited Liability Company Interests. None of the Collateral consisting of (i) an interest in a partnership or a limited liability company is dealt in or traded on a securities exchange or in a securities market, (ii) an interest in a limited liability company by its

terms expressly provides that it is a Security governed by Article 8 of the UCC, (iii) an interest in a partnership or a limited liability company is an Investment Company Security, (iv) an interest in a partnership or a limited liability company is held in a Futures Account or Securities Account or (iv) an interest in a limited liability company constitutes a Financial Asset. Except as previously disclosed to the Administrative Agent, all of the Collateral consisting of an interest in a partnership by its terms expressly provides that it is a Security for purposes of the STA. (j) Locations of Collateral. All of the Grantors' Equipment, Inventory and other tangible personal property is located in the jurisdictions set forth on Schedule 1. (k) Copyrights, Patents and Trademarks. (ii) From time to time furnish to the Administrative Agent upon the Administrative Agent's reasonable request, statements and schedules further identifying and describing the Collateral of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail. (b) Filing of Financing Statements, Notices, etc. Each Grantor shall execute and deliver to the Administrative Agent and / or file such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Administrative Agent may reasonably request) and do all such other things as the Administrative Agent may reasonably deem necessary or appropriate (i) to assure to the Administrative Agent its security interests hereunder, including (A) such instruments as the Administrative Agent may from time to time reasonably request in order to perfect and maintain the security interests granted hereunder in accordance with the PPSA, including, without limitation, financing statements (including renewals) and (B) with regard to Copyrights (and applications therefor), Patents (and applications therefor) or Trademarks (and applications therefor), a Confirmation of Security Interest in Intellectual Property substantially in the form of Exhibit B or other form reasonably acceptable to the Administrative Agent, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Administrative Agent of its rights and interests hereunder. Furthermore, each Grantor also hereby irrevocably makes, constitutes and appoints the Administrative Agent, its nominee or any other person whom the Administrative Agent may designate, as such Grantor's attorney in fact with full power and for the limited purpose to prepare and file (and, to the extent applicable, sign) in the name of such Grantor any financing statements, or financing change statements, notices or any similar documents which in the Administrative Agent's reasonable discretion would be necessary or appropriate in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until such time as the Obligations arising under the Loan Documents have been paid in full and the Commitments have expired or been terminated. Each Grantor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Administrative Agent without notice thereof to such Grantor wherever the Administrative Agent may in its sole discretion desire to file the same. (i) Upon the reasonable request of the Administrative Agent, with respect to any Collateral that is at any time in the possession or control of a warehouseman, bailee or any agent or processor of such Grantor, (A) notify such Person in writing of the Administrative Agent's security interest for the benefit of the holders of the Obligations in such Collateral, (B) instruct such Person to hold all such Collateral for the Administrative Agent's account and subject to the Administrative Agent's instructions and (C) use reasonable efforts to obtain (1) a written acknowledgment from such Person that it is holding such Collateral for the benefit of the Administrative Agent and (2) such other documentation required by the Administrative Agent (including, without limitation, subordination and access agreements). (ii) Upon the reasonable request of the Administrative Agent, perfect and protect such Grantor's ownership interests in all Inventory stored with a consignee against creditors of the consignee by filing and maintaining financing statements against the consignee reflecting the consignment arrangement filed in all appropriate filing offices, providing any written notices required by the PPSA to notify any prior creditors of the consignee of the consignment arrangement, and taking such other actions as may be appropriate to perfect and protect such Grantor's interests in such inventory under the PPSA or otherwise, which such financing statements filed pursuant to this Section shall be assigned to the Administrative Agent, for the benefit of the holders of the Obligations. (i) At all times maintain inventory records reasonably satisfactory to the Administrative Agent, keeping correct and accurate records itemizing and describing the kind, type, quality and quantity of Inventory and such Grantor's cost therefore and daily withdrawals therefrom and additions thereto. (e) Treatment of Accounts. None of the Grantors will, without the Administrative Agent's prior written consent, grant or extend the time for payment of any Account, or compromise or settle any Account for less than the full amount thereof, or release any person or property, in whole or in part, from payment thereof, or allow any credit or discount thereon, other than as (i) normal and customary in the ordinary course of a Grantor's business and (ii) as permitted under the Credit Agreement. (g) Nature of Collateral. At all times maintain the Collateral as personal property and not affix any of the Collateral to any real property in a manner which would change its nature from personal property to real property (except with respect to fixtures). (i) If any amount in excess of \$ 1, 000, 000 payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, or if any property constituting Collateral shall be stored or shipped subject to a Document of Title, ensure that such Instrument, Chattel Paper or Document of Title is either in the possession of such Grantor at all times or, if reasonably requested by the Administrative Agent to perfect its security interest in such Collateral, is delivered to the Administrative Agent duly endorsed in a manner reasonably satisfactory to the Administrative Agent. If requested by the Administrative Agent and upon the occurrence of an Event of Default and during the continuation thereof, such Grantor shall ensure that any Collateral consisting of Chattel Paper is marked with a legend acceptable to the Administrative Agent indicating the Administrative Agent's security interest in such Chattel Paper. (i) Chief Executive Office, Locations of Collateral, etc. Without limiting any applicable restriction herein or in any other Loan Document, not (i) change its legal name, (ii) adopt any French or combined form of name, (iii) change the jurisdiction in which its chief executive office is located, or

(iv) permit any of its Equipment, Inventory or other tangible personal property to be located out of the jurisdictions set forth on Schedule 1, without, in each case, providing at least 30 days (or such shorter period as the Administrative Agent may agree) prior written notice to Administrative Agent and promptly taking other steps, if any, as the Administrative Agent requests to ensure that the position of the Administrative Agent is not adversely affected by the change. (i) Not without executing and delivering, or causing to be executed and delivered, to the Administrative Agent such agreements, documents and instruments as the Administrative Agent may reasonably require (in the case of an acquisition, within fifteen (15) Business Days following the date such acquisition is consummated (or such longer period of time as is agreed to by the Administrative Agent in its sole discretion)), issue or acquire any Pledged Equity consisting of an interest in a partnership or a limited liability company that (A) is dealt in or traded on a securities exchange or in a securities market, (B) with respect to an interest in a partnership, does not by its terms expressly provide that it is a Security for purposes of the STA, (C) with respect to an interest in a limited liability company, by its terms expressly provides that it is a Security governed by Article 8 of the UCC, (D) is an Investment Company Security, (E) is held in a Securities Account or (F) constitutes a Financial Asset. (ii) Without the prior written consent of the Administrative Agent, no Grantor will (A) vote to enable, or take any other action to permit, any applicable Issuer to issue any Investment Property or Equity Interests constituting partnership or limited liability company interests, except for those additional Investment Property or Equity Interests constituting partnership or limited liability company interests that will be subject to the security interest granted herein in favour of the holders of the Obligations, or (B) enter into any agreement or undertaking, except in connection with a Disposition permitted under Section 7.05 of the Credit Agreement, restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any Investment Property or Pledged Equity or Proceeds thereof. The Grantors will defend the right, title and interest of the Administrative Agent in and to any Investment Property and Pledged Equity against the claims and demands of all Persons whomsoever. (iii) If any Grantor shall become entitled to receive or shall receive (A) any Certificated Securities (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the ownership interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any Investment Property, or otherwise in respect thereof, or (B) any sums paid upon or in respect of any Investment Property upon the liquidation or dissolution of any Issuer, such Grantor shall accept the same as the agent of the holders of the Obligations, hold the same in trust for the holders of the Obligations, segregated from other funds of such Grantor, and promptly deliver the same to the Administrative Agent, on behalf of the holders of the Obligations, in accordance with the terms hereof. (i) (A) Not do any act or omit to do any act whereby any material Copyright included in the Collateral may become invalidated; (B) not do any act, or omit to do any act, whereby any such material Copyright may become injected into the public domain; (C) notify the Administrative Agent promptly if it knows that any material Copyright may become injected into the public domain or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any court or tribunal in Canada, the United States or any other country, other than routine office actions in the normal course of prosecution) regarding a Grantor's ownership of any such Copyright or its validity; (D) take commercially reasonable steps as it shall deem appropriate under the circumstances, to maintain and pursue each application (and to obtain the relevant registration) of each material Copyright owned by a Grantor and to maintain each registration of each material Copyright owned by a Grantor including, without limitation, filing of applications for renewal where necessary; and (E) promptly notify the Administrative Agent of any material infringement, misappropriation, dilution or impairment of any material Copyright owned by a Grantor of which it becomes aware and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Copyright, including, where appropriate, the bringing of suit for infringement, dilution or impairment or seeking injunctive relief and seeking to recover any and all damages for such infringement, misappropriation, dilution or impairment. (iii) (A) Continue to use each material Trademark included in the Collateral in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration to the extent required by applicable law, (D) not adopt or use any mark that is confusingly similar or a colourable imitation of such Trademark unless the Administrative Agent, for the benefit of the holders of the Obligations, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any such Trademark may become invalidated. (v) Notify the Administrative Agent and the holders of the Obligations promptly if it knows that any application or registration relating to any material Patent or Trademark included in the Collateral may become abandoned or dedicated, or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the CIPO, the USPTO or any court or tribunal in any country, other than routine office actions in the normal course of prosecution) regarding such Grantor's ownership of any such Patent or Trademark or its right to register the same or to keep and maintain the same. (vi) Take commercially reasonable steps, including, without limitation, in any proceeding before the CIPO, the USPTO, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each material Patent and material Trademark included in the Collateral, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability. (ix) Grants to the Administrative Agent, to be exercised solely upon the occurrence of an Event of Default and during the continuance thereof, a royalty free license to use such Grantor's Intellectual Property in connection with the enforcement of the Administrative Agent's rights under Section 7 and

Section 8 of this Agreement, but only to the extent any license or agreement granting such Grantor rights in such Intellectual Property does not prohibit such use by the Administrative Agent; provided, that, the use of any Trademarks by the Administrative Agent pursuant to the license granted hereunder shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks.

5. Authorization to File Financing Statements. Each Grantor hereby authorizes the Administrative Agent to prepare and file such financing statements (including renewals) or amendments thereof or supplements thereto or other instruments as the Administrative Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the PPSA, which such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of Collateral that describes such property in any other manner as the Administrative Agent may reasonably determine is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted herein, including, without limitation, describing such property as "all of the debtor's present and after-acquired personal property." Each Grantor waives the right to receive a copy of any financing statement or financing change statement that may be registered in connection with this Agreement or any verification statement issued with respect to a registration.

6. Advances. On failure of any Grantor to perform any of the covenants and agreements contained herein or in any other Loan Document, the Administrative Agent may, at its sole option and in its sole discretion, after ten (10) business days prior written notice to each applicable Grantor and opportunity to cure, perform the same and in so doing may expend such sums as the Administrative Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien, expenditures made in defending against any adverse claim and all other expenditures which the Administrative Agent may make for the protection of the security hereof or which may be compelled to make by operation of Law. All such sums and amounts so expended shall be repayable by the Grantors on a joint and several basis promptly upon timely notice thereof and demand therefor, shall constitute additional Obligations and shall bear interest from the date said amounts are expended at the Default Rate. No such performance of any covenant or agreement by the Administrative Agent on behalf of any Grantor, and no such advance or expenditure therefor, shall relieve the Grantors of any Default or Event of Default. The Administrative Agent may make any payment hereby authorized in accordance with any bill, statement (a) General Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent, on behalf of the holders of the Obligations, shall have, in addition to the rights and remedies provided herein, in the Loan Documents, in any other documents relating to the Obligations, or by any applicable Law (including, but not limited to, levy of attachment, garnishment and the rights and remedies set forth in the PPSA of the jurisdiction applicable to the affected Collateral), the rights and remedies of a secured party under the PPSA (regardless of whether the PPSA is the law of the jurisdiction where the rights and remedies are asserted and regardless of whether the PPSA applies to the affected Collateral), and further, the Administrative Agent may, with or without judicial process or the aid and assistance of others, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Grantors, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Grantors to assemble and make available to the Administrative Agent at the expense of the Grantors any Collateral at any place and time designated by the Administrative Agent which is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof, and / or (v) without demand and without advertisement, notice, hearing or process of law, all of which each of the Grantors hereby waives to the fullest extent permitted by Law, at any place and time or times, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels any or all Collateral held by or for it at public or private sale, at any exchange or broker's board or elsewhere, by one or more contracts, in one or more parcels, for money, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). Each Grantor acknowledges that any such private sale may be at prices and on terms less favourable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sale shall be deemed to have been made in a commercially reasonable manner and, in the case of a sale of Pledged Equity, that the Administrative Agent shall have no obligation to delay sale of any such securities for the period of time necessary to permit the Issuer of such securities to register such securities for public sale under applicable securities Laws. The Administrative Agent or any other holder of the Obligations shall have the right upon any such public sale or sales, and, to the extent permitted by applicable Law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold. Neither the Administrative Agent's compliance with applicable Law nor its disclaimer of warranties relating to the Collateral shall be considered to adversely affect the commercial reasonableness of any sale. Each Grantor waives giving of notice to the maximum extent permitted by applicable Law. To the extent the rights of notice cannot be legally waived hereunder, each Grantor agrees that any requirement of reasonable notice shall be met if such notice, specifying the place of any public sale or the time after which any private sale is to be made, is personally served on or mailed, postage prepaid, to the US Borrower in accordance with the notice provisions of Section 10.02 of the Credit Agreement at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. If the Administrative Agent determines to exercise its right to sell any or all of the Pledged Equity, each Grantor agrees that, upon request of the Administrative Agent, such Grantor will, at its own expense, do or cause

to be done all such other acts and things as may be necessary to make such sale of the Pledged Equity or any part thereof valid and binding and in compliance with applicable Law. The Administrative Agent is not required to take steps to qualify, or cause to be qualified, any Equity Interests forming part of the Pledged Equity for public distribution or request the issuer to qualify them. The Administrative Agent need not dispose of any securities by public distribution even if they are qualified for public distribution. The Administrative Agent may dispose of securities by an exemption from the prospectus requirements of applicable securities legislation as it considers appropriate notwithstanding that doing so may require them to comply with limitations or restrictions relating to the exemption. The limitations or restrictions may include complying with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications (including being accredited investors, agreeing to pay a minimum price or demonstrating qualifications required to obtain any approval of the sale or resulting purchase that is required under applicable Law), and restricting prospective bidders and purchasers to those who will represent and agree that they are purchasing as principal for their own account for investment and not with a view to distribution or resale. The Administrative Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by applicable Law, any holder of the Obligations may be a purchaser at any such sale. To the extent permitted by applicable Law, each of the Grantors hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable Law, the Administrative Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by Law, be made at the time and place to which the sale was postponed, or the Administrative Agent may further postpone such sale by announcement made at such time and place. To the extent permitted by applicable Law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any holder of the Obligations arising out of the exercise by them of any rights hereunder except to the extent any such claims, damages or demands result solely from the gross negligence or willful misconduct of the Administrative Agent or any other holder of the Obligations as determined by a final non-appealable judgment of a court of competent jurisdiction, in each case against whom such claim is asserted. Each Grantor agrees that the internet shall constitute a "place" for purposes of the PPSA and that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of the PPSA. (i) Upon the occurrence of an Event of Default and during the continuation thereof, whether or not the Administrative Agent has exercised any or all of its rights and remedies hereunder, and so long as the Administrative Agent has provided three (3) Business Days' prior written notice to each applicable Grantor, (A) promptly upon the reasonable request of the Administrative Agent, each Grantor shall instruct all Account Debtors to remit all payments in respect of Accounts to a mailing location selected by the Administrative Agent and (B) the Administrative Agent shall have the right to enforce any Grantor's rights against its customers and Account Debtors, and the Administrative Agent or its designee may notify any Grantor's customers and Account Debtors that the Accounts of such Grantor have been assigned to the Administrative Agent or of the Administrative Agent's security interest therein, and may (either in its own name or in the name of a Grantor or both) demand, collect (including without limitation by way of a lockbox arrangement), receive, take receipt for, sell, sue for, compound, settle, compromise and give acquittance for any and all amounts due or to become due on any Account, and, in the Administrative Agent's discretion, file any claim or take any other action or proceeding to protect and realize upon the security interest of the holders of the Obligations in the Accounts. (ii) Upon the occurrence of an Event of Default and during the continuation thereof and so long as the Administrative Agent has provided three (3) Business Days' prior written notice to each applicable Grantor, each such Grantor acknowledges and agrees that the Proceeds of its Accounts remitted to or on behalf of the Administrative Agent in accordance with the provisions hereof shall be solely for the Administrative Agent's own convenience and that such Grantor shall not have any right, title or interest in such Accounts or in any such other amounts except as expressly provided herein. Neither the Administrative Agent nor the holders of the Obligations shall have any liability or responsibility to any Grantor for acceptance of a cheque, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement or be responsible for determining the correctness of any remittance. (iii) Upon the occurrence of an Event of Default and during the continuation thereof, and so long as the Administrative Agent has provided three (3) Business Days' prior written notice to each applicable Grantor, (A) the Administrative Agent shall have the right, but not the obligation, to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Grantors shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications, (B) upon the Administrative Agent's request and at the expense of the Grantors, the Grantors shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts and (C) the Administrative Agent in its own name or in the name of others may communicate with Account Debtors on the Accounts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Accounts. (c) Deposit Accounts / Securities Accounts. Upon the occurrence of an Event of Default and during continuation thereof, and solely to the extent permitted by the PPSA or other applicable Law, the Administrative Agent may prevent withdrawals or other dispositions of funds in Deposit Accounts and Securities Accounts held with any holder of the Obligations. (d) Investment Property / Pledged Equity. Upon the occurrence of an Event of Default and during the continuation thereof, after (3) Business Days' prior written notice to each applicable Grantor: the Administrative Agent shall have the right to receive any and all cash dividends, payments or distributions made in

respect of any Investment Property or Pledged Equity or other Proceeds paid in respect of any Investment Property or Pledged Equity, and any or all of any Investment Property or Pledged Equity may, at the option of the Administrative Agent, be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (i) all voting, corporate and other rights pertaining to such Investment Property, or any such Pledged Equity at any meeting of shareholders, partners or members of the relevant Issuers or otherwise and (ii) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property or Pledged Equity as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property or Pledged Equity upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate, partnership or limited liability company structure of any Issuer or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property or Pledged Equity, and in connection therewith, the right to deposit and deliver any and all of the Investment Property or Pledged Equity with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it; but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and the Administrative Agent and the other holders of the Obligations shall not be responsible for any failure to do so or delay in so doing. In furtherance thereof, each Grantor hereby authorizes and instructs each Issuer with respect to any Collateral consisting of Investment Property and / or Pledged Equity to (A) comply with any instruction received by it from the Administrative Agent in writing that (1) states that an Event of Default has occurred and is continuing and (2) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying following receipt of such notice and prior to notice that such Event of Default is no longer continuing, and (B) except as otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to any Investment Property or Pledged Equity directly to the Administrative Agent. Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given three (3) Business Days' notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to this Section 7, each Grantor shall be permitted to receive all cash dividends, payments or other distributions made in respect of any Investment Property and any Pledged Equity, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and other corporate, company and partnership rights with respect to any Investment Property and Pledged Equity to the extent not inconsistent with the terms of this Agreement and the other Loan Documents. (f) Non-exclusive Nature of Remedies. Failure by the Administrative Agent or the holders of the Obligations to exercise any right, remedy or option under this Agreement, any other Loan Document, any other document relating to the Obligations, or as provided by Law, or any delay by the Administrative Agent or the holders of the Obligations in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Administrative Agent or the holders of the Obligations shall only be granted as provided herein. To the extent permitted by Law, neither the Administrative Agent, the holders of the Obligations, nor any party acting as attorney for the Administrative Agent or the holders of the Obligations, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct hereunder as determined by a final non-appealable judgment of a court of competent jurisdiction. The rights and remedies of the Administrative Agent and the holders of the Obligations under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Administrative Agent or the holders of the Obligations may have. The Administrative Agent shall be under no obligation to marshal in favour of the Grantors any other security interest or lien or any money or other property that the Administrative Agent or the holders of the Obligations may be entitled to receive or may have a claim upon. (g) Retention of Collateral. In addition to the rights and remedies hereunder, the Administrative Agent may, in compliance with Section 61 of the PPSA or otherwise complying with the requirements of applicable Law of the relevant jurisdiction, accept or retain the Collateral in satisfaction of the Obligations. Unless and until the Administrative Agent shall have provided such notices, however, the Administrative Agent shall not be deemed to have retained any Collateral in satisfaction of any Obligations for any reason. (h) Receiver. The Administrative Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term includes a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral. The Administrative Agent may remove any receiver appointed by it and appoint another in its place, and may determine the remuneration of any receiver, which may be paid from the proceeds of the Collateral in priority to other Obligations. Any receiver appointed by the Administrative Agent shall, to the extent permitted by applicable Law, have all of the rights, benefits and powers of the Administrative Agent under this Agreement, the PPSA or otherwise. Any receiver shall be deemed the agent of the Grantors and the Administrative Agent shall not be in any way responsible for any misconduct or negligence of any receiver. (i) Waiver; Deficiency. Each Grantor hereby waives, to the extent permitted by applicable Laws, all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable Laws in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Administrative Agent or the holders of the Obligations are legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the Default Rate, together with the costs of collection and the fees, charges and disbursements of counsel. Any surplus remaining

after the full payment and satisfaction of the Obligations shall be returned to the Grantors or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto. (a) Power of Attorney. In addition to other powers of attorney contained herein, each Grantor hereby designates and appoints the Administrative Agent, on behalf of the holders of the Obligations, and each of its designees or agents, as attorney-in-fact of such Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence of an Event of Default and during the continuation thereof, to, after three (3) Business Days' prior written notice to each applicable Grantor: (iv) receive, open and dispose of mail addressed to a Grantor and endorse cheques, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of such Grantor on behalf of and in the name of such Grantor, or securing, or relating to such Collateral; (x) exchange any of the Pledged Equity or other property upon any merger, amalgamation, consolidation, reorganization, recapitalization or other readjustment of the Issuer thereof and, in connection therewith, deposit any of the Pledged Equity with any committee, depository, transfer agent, registrar or other designated agency upon such terms as the Administrative Agent may reasonably deem appropriate; (c) The Administrative Agent's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Administrative Agent hereunder, the Administrative Agent shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Grantors shall be responsible for preservation of all rights in the Collateral, and the Administrative Agent shall be relieved of all responsibility for the Collateral upon surrendering it or tendering the surrender of it to the Grantors. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property, which shall be no less than the treatment employed by a reasonable and prudent agent in the industry, it being understood that the Administrative Agent shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral. In the event of a public or private sale of Collateral pursuant to Section 7 hereof, the Administrative Agent shall have no responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters, or (ii) taking any steps to clean, repair or otherwise prepare the Collateral for sale. (a) This Agreement shall remain in full force and effect until such time as the Obligations arising under the Loan Documents have been paid in full and the Commitments have expired or been terminated, at which time this Agreement shall be automatically terminated (other than obligations under this Agreement which expressly survive such termination) and the Administrative Agent shall, upon the request and at the expense of the Grantors, forthwith release all of its liens and security interests hereunder and shall execute and deliver all PPSA discharges and / or other documents reasonably requested by the Grantors evidencing such termination. 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e. g. " pdf" or " tif") shall be effective as delivery of a manually executed counterpart of this Agreement. Subject to Section 10. 18 of the Credit Agreement, this Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures, including facsimile and. pdf, and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. (a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. (b) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON- EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF BRITISH COLUMBIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE COURTS OF THE PROVINCE OF BRITISH COLUMBIA. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. DESPITE THE PRECEDING PART OF THIS SECTION, THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L / C ISSUER ARE PERMITTED TO TAKE PROCEEDINGS IN RELATION TO ANY DISPUTE ARISING FROM OR IN RELATION TO THIS AGREEMENT IN ANY COURT OF ANY OTHER JURISDICTION WITH JURISDICTION AND TO THE EXTENT ALLOWED BY LAW MAY TAKE CONCURRENT PROCEEDINGS IN ANY NUMBER OF JURISDICTIONS. (c) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. (d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10. 02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. (e) The terms of Sections 10. 15 and 10. 24 of the Credit Agreement

with respect to waiver of jury trial and acknowledgment regarding any supported QFCs are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. 20. Joinder. At any time after the date of this Agreement, one or more additional Persons may become party hereto by executing and delivering to the Administrative Agent a Joinder Agreement. Immediately upon such execution and delivery of such Joinder Agreement (and without any further action), each such additional Person will become a party to this Agreement as a "Grantor" and have all of the rights and obligations of a Grantor hereunder and this Agreement shall be deemed amended by such Joinder Agreement. 24. Amalgamation, Merger. If any Grantor amalgamates or merges with one or more other entities, the Obligations and the security interest granted to the Administrative Agent pursuant to this Agreement shall continue as to the Obligations and the undertaking, property and assets of such Grantor at the time of amalgamation or merger, and shall extend to the Obligations and the present and future undertaking, property and assets (other than Excluded Property) of the amalgamated or merged entity, and the term Grantor shall extend to the amalgamated or merged entity, all as if the amalgamated or merged entity had executed this Agreement as such Grantor. 25. Limitation Periods. To the extent that any limitation period applies to any claim for payment of the Obligations or remedy for enforcement of the Obligations, each Grantor agrees that: (a) any limitation period is expressly excluded and waived entirely if permitted by applicable Law; (b) if a complete exclusion and waiver of any limitation period is not permitted by applicable Law, any limitation period is extended to the maximum length permitted by applicable Law; (c) any applicable limitation period shall not begin before an express demand for payment of the Obligations is made in writing by the Administrative Agent to any Grantor; and (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of the Obligations by any Loan Party. 26. ULC Shares. Notwithstanding any provisions to the contrary contained in this Agreement, any other Loan Document or any other document or agreement to which any party to this Agreement is also party, each of the Grantors is the sole registered and beneficial owner of the shares and other Pledged Equity (collectively, the "ULC Shares") of each unlimited company, unlimited liability company or unlimited liability corporation incorporated or otherwise existing under the laws of any province or territory of Canada or under the federal laws of Canada, and of any other entity whose members or shareholders have liability comparable to that of members or shareholders of any unlimited company, unlimited liability company or unlimited liability corporation (each, a "ULC") that is from time to time an Issuer. Each Grantor will remain so until the ULC Shares are, with the prior written consent of the Administrative Agent (which has not been revoked) and in the course of realization of the security interests under this Agreement, transferred on the books and records of the applicable Issuer into the name of the Administrative Agent, its nominee, any holder of the Obligations or a purchaser designated by the Administrative Agent. Accordingly, each Grantor shall be entitled to receive and retain for its own account any dividend, distribution, payment or other proceeds in respect of the ULC Shares (except insofar as such Grantor has granted a security interest in the dividend or other distribution in favour of the Administrative Agent under this Agreement, in which case the other terms hereof granting a the security interest therein will apply thereto) and shall have the right to vote the ULC Shares and to control the direction, management and policies of the applicable Issuer of ULC Shares to the same extent as such Grantor would if the ULC Shares were not pledged to the Administrative Agent. Nothing in this Agreement or any other Loan Document is intended to or shall constitute the Administrative Agent, any holder of the Obligations or any person other than the Grantors, a shareholder or member of any Issuer of ULC Shares for the purposes of the Business Corporations Act (Alberta), the Companies Act (Nova Scotia), the Business Corporations Act (British Columbia), the Business Corporations Act (Prince Edward Island) or any other applicable legislation governing the formation of a ULC ("ULC Legislation") until such time as the ULC Shares are transferred in the course of realization as described above in this Section. To the extent any provision of this Agreement would have the effect of constituting the Administrative Agent or any holder of the Obligations or any person other than one or more of the Grantors as a shareholder or member of any ULC that is from time to time an Issuer of ULC Shares, for the purposes of the ULC Legislation, before such time, such provision shall be deemed not to apply to the ULC Shares or the Issuer of ULC Shares, or both, as the case may be, and shall be ineffective without otherwise invalidating or rendering this Agreement unenforceable or invalidating or rendering the provision in question unenforceable insofar as it relates to property that is not the ULC Shares. Notwithstanding anything else in this Agreement, except upon the exercise of rights to sell or otherwise dispose of the ULC Shares following the occurrence of an Event of Default, the Grantors shall not cause or permit or enable any Issuer of ULC Shares to cause or permit or enable the Administrative Agent or any holder of the Obligations to: (a) be registered as a shareholder of the Issuer; (b) have any notation entered in its favour in the share register or other books and records of a ULC in respect of any ULC Shares; (c) act or purport to act as a shareholder of the Issuer of ULC Shares, or obtain, exercise or attempt to exercise any rights of a shareholder of the Issuer of ULC Shares, including the right to attend a meeting of the Issuer, or to vote the ULC Shares; (d) be held out as shareholder or member of the Issuer; or (e) receive, directly or indirectly, any dividends, property or other distributions from the Issuer by reason of the Administrative Agent or any holder of the Obligations holding a security interest in the ULC Shares. The limitations in this Section shall not restrict the Administrative Agent from (i) exercising the rights to sell or otherwise dispose of ULC Shares that it is entitled to exercise under this Agreement or (ii) having the ULC Shares registered in its name, in either case at any time that the Administrative Agent is entitled to realize on all or any portion of the ULC Shares pursuant to this Agreement and, in either case, provided that the Administrative Agent has (y) given notice to such Grantor of its intention to realize upon those ULC Shares (including by selling or disposing of or registering those ULC Shares) and (z) consented in writing to any change in registration and not revoked its consent. 27. Amendment, Restatement and Consolidation of Existing Security Agreements. Each of the parties to the Existing Security Agreements hereby agree that the Existing Security Agreements automatically shall be deemed amended,

restated and consolidated in their entirety and superseded in all respects by this Agreement. All security interests, liens and pledges created by the Existing Security Agreements shall continue unimpaired and in full force and effect, as amended, restated and consolidated by this Agreement. This Agreement does not constitute a novation of the obligations and liabilities existing under the Existing Security Agreements, and this Agreement evidences the obligations of the Obligors (as defined in the Existing Security Agreements) under the Existing Security Agreements as continued and amended and restated and consolidated hereby. 145551853: v4 GRANTORS: SCHNITZER STEEL CANADA LTD., By: / s / Stefano Gaggini Name: Stefano Gaggini SCHNITZER STEEL CANADIAN HOLDINGS, INC., a Canadian corporation RADIUS RECYCLING, INC. Amended, Restated AND CONSOLIDATED CANADIAN SECURITY and Pledge AGREEMENT SCHEDULE 1 LOCATIONS OF COLLATERAL Grantor Locations of Collateral SCHNITZER STEEL CANADA LTD. Province of British Columbia Province of Alberta SCHNITZER STEEL CANADIAN HOLDINGS, INC. Province of British Columbia FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to _____ the following Equity Interests of [_____], a [_____] [corporation] [limited liability company]: [FORM OF] CONFIRMATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY TO: CANADIAN INTELLECTUAL PROPERTY OFFICE DATED: [____] WHEREAS, [____] of [____] (the "Grantor"), is the owner of the patents, patent applications, trade- marks, trade- mark applications, copyrights, copyright applications, industrial designs and industrial design applications set forth in Schedule I hereto, and the underlying goodwill associated with the business in association with which such patents, trade- marks, copyrights and industrial designs are used (collectively, the " Intellectual Property"). WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of April 6, 2016 (as amended, amended and restated, modified, supplemented, increased, extended, restated, renewed, refinanced or replaced from time to time, the " Credit Agreement") among, inter alia, Radius Recycling, Inc. (formerly, Schnitzer Steel Industries, Inc.), an Oregon corporation, Schnitzer Steel Canada Ltd., a British Columbia corporation, as borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto, and Bank of America, N. A., as administrative agent (in such capacity and together with any successors in such capacity, the " Administrative Agent"), at its office at 101 N. Tryon Street, Charlotte, North Carolina, 28255- 0001, the Grantor and others entered into the Amended, Restated and Consolidated Canadian Security and Pledge Agreement dated as of July 10, 2024 (as amended, modified, restated and / or supplemented from time to time, the " Security Agreement") in favour of the Administrative Agent, for the benefit of the holders of the Obligations referenced therein, pursuant to which the Grantor granted a security interest in and to, inter alia, the Intellectual Property to the Administrative Agent, for the benefit of the holders of the Obligations, to secure the payment and performance of its obligations to the holders of the Obligations, including, without limitation, its obligations under or in connection with the Credit Agreement. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant under the Security Agreement to the Administrative Agent, for the benefit of the holders of the Obligations, of a security interest in and to the Intellectual Property. [signature page follows] In witness whereof, the Grantor has caused this Confirmation to be executed and delivered by its duly authorized officer as of the date first set forth above. [GRANTOR] By: Name: Title: SCHEDULE I to CONFIRMATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY TRADEMARKS / PATENTS / COPYRIGHTS / INDUSTRIAL DESIGNS Exhibit 10. 40 CONSULTING AND RELEASE AGREEMENT This Agreement is made and entered into by RADIUS RECYCLING SCHNITZER STEEL INDUSTRIES, INC. (the " Company ") and MICHAEL HENDERSON RICHARD D. PEACH (" Mr. Henderson Peach ") on the following terms: Mr. Henderson Peach 's employment with the Company will terminate effective July 21-2, 2023-2024 , or such earlier date as may be mutually agreed by the Company and Mr. Henderson Peach (the " Termination Date "). Mr. Henderson Peach hereby confirms his resignation from all director and officer positions with the Company and its affiliates as of the Termination Date. 1. Payment of Wages. Mr. Henderson Peach acknowledges and represents that the Company has paid all wages and paid time off due, if any, to Mr. Henderson Peach through the date of this Agreement. Mr. Henderson Peach also acknowledges that Mr. Henderson Peach has received any and all leave and other benefits that Mr. Henderson Peach has been or is entitled to pursuant to the Family and Medical Leave Act of 1993, as amended. 2. Post- Termination Consultation. Mr. Peach Henderson, acting by and through Henderson Consulting, LLC, will provide the Consulting Services (as defined below) to the Company during the period commencing on the Termination Date and ending on the earlier of (a) December 31, 2024 the one- year anniversary of the Termination Date and (b) the termination of the Consulting Services in accordance with the terms set forth in this Section 2-1 (such period, the " Consulting Term "), to help facilitate an orderly transition of Mr. Henderson Peach 's duties and responsibilities, in such manner and at such times as may be requested by the Company; provided, that, the number of hours Mr. Henderson Peach provides the Consulting Services during the Consulting Term shall not exceed twenty (20) hours per week. During the Consulting Term, Mr. Henderson Peach shall report to the CEO. In consideration of the Consulting Services [and subject to], the Company will pay Mr. Peach Henderson a fee in the form of salary continuation payments (at Mr. Henderson 's continued compliance with his obligations under Sections 5 current annualized salary rate of \$ 638, 729 per year) through 10 of this Agreement], notwithstanding Section 6 (iv) (D) of the Company 's 1993 Stock Incentive Plan or Section 1 (c) (ii) of any Restricted Stock Unit Award Agreement, all shares of Company restricted stock units previously awarded to Mr. Peach shall continue to vest and settle on the their end of regular schedule according to the Consulting Term terms of the applicable award agreements (determined as if Mr. Peach remained employed through each applicable vesting date), in each case subject to customary tax withholding and otherwise subject to the terms of the 1993 Stock Incentive Plan . During the term of this Agreement, Company will reimburse Mr. Henderson Peach for his actual, reasonable, out- of- pocket expenses for travel in connection with his work under this Agreement. Mr. Henderson Peach shall submit to the Company accurate and complete supporting documents for reimbursement of such expenses and shall follow any policies, requirements, or

directions imposed by Company in connection with such expenses. The Company may terminate the Consulting Services at any time the Company learns that Mr. **Henderson Peach** failed to comply with the obligations set forth in Sections ~~6-5~~ through ~~11-10~~ of this Agreement. For purposes of this Agreement, “ Consulting Services ” shall mean reasonable consultation and transition services, including but not limited to supporting the Metals Recycling Technology team and AMRTS project, including participating in calls ~~and travelling to and attending in-person meetings as requested~~; ~~supporting the Public Affairs team, including participating in calls and travelling to and attending in-person meetings as requested~~; ~~supporting the Metals Recycling Sales and Trading team, including participating in calls and travelling to and attending in-person meetings as requested~~; and other **strategic** projects that the CEO may request from time to time. 3. ~~COBRA Payments. In consideration of, and subject to (a) Mr. Henderson’s performance and continued compliance with the terms of this Agreement (including without limitation, Sections 6 through 11 of this Agreement) and (b) Mr. Henderson’s timely and proper election for health benefit continuation coverage pursuant to COBRA as coverage existed on the Termination Date, the Company will pay Mr. Henderson an amount equal to the full COBRA premium cost for the elected continuation coverages (subject to applicable taxes) during the period commencing on the Termination Date through the one-year anniversary of the Termination Date, subject to Mr. Henderson remaining eligible for COBRA continuation coverage.~~ 4. ~~Termination of Employee Benefit Participation and Treatment of Outstanding Equity Awards. Mr. Henderson Peach acknowledges and agrees that his active participation in all Company employee benefit plans (and any continued vesting with respect to outstanding equity awards other than his restricted stock units as described above) will cease as of the Termination Date (except as provided pursuant to this Section 3.4 and Section 5 below), notwithstanding Mr. Henderson Peach’s continued consultation services pursuant to Section 2.1 above. The Company and Mr. Henderson Peach acknowledge and agree that Mr. Henderson Peach’s termination of employment with the Company shall be treated as a “ retirement ” as of the Termination Date for purposes of Mr. Henderson Peach’s outstanding equity awards, and such outstanding equity awards shall accordingly be subject to the relevant provisions of the applicable plan and award agreements thereunder (as modified by Section 2 hereof).~~ 5. 4. Annual Incentive Compensation Plan: Mr. **Henderson Peach** shall be entitled to receive a pro- rated annual bonus for the **2023-2024 fiscal year based on the Company’s actual performance for the 2024** fiscal year. Such bonus amount will be paid to Mr. **Henderson Peach** at the same time bonuses are paid to the Company’s other executive officers. 6-5. Confidential Information. Mr. **Henderson Peach** understands and acknowledges that during the course of employment with the Company and the Consulting Term, Mr. **Henderson Peach** has had and will have access to and learned or will learn about confidential, secret, and proprietary documents, materials, and other information, in tangible and intangible form, of and relating to the Company and its businesses and existing and prospective customers, suppliers, investors, and other associated third parties (“ Confidential Information ”). Mr. **Henderson Peach** understands and acknowledges that the intellectual and business services Mr. **Henderson Peach** provided or will provide to the Company are unique, special, and extraordinary because of commercial and operational skills, acumen, and relationships that he has developed and exercised during the course of his employment with the Company and within the industry which are strongly tied to the industry and Company operations. In addition, Mr. **Henderson Peach** has obtained a high level of knowledge about the development and deployment of Company specific technology and other intellectual property that is of extraordinary value to the Company and its competitive advantage within the industry. Mr. **Henderson Peach** further understands and acknowledges that this Confidential Information and the Company’s ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by Mr. **Henderson Peach** may cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties. For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to the business that: a) is marked as Confidential Information; b) is treated by the Company as Confidential Information; c) would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used; or d) that if known to others, would give them an unfair competitive advantage. This provision is to be construed as broadly as permitted by law for the benefit of the Company to protect its trade secrets and confidential and proprietary information. Mr. **Henderson Peach** agrees and covenants: to treat all Confidential Information as strictly confidential; not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever except as required in the performance of any of Mr. **Henderson Peach**’s obligations to the Company under this Agreement and as authorized by an officer of the Company. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Mr. **Henderson Peach** shall promptly provide written notice of any such order to an authorized officer of the Company where such notice is not prohibited by law or court order. Nothing in this Agreement prohibits or restricts Mr. **Henderson Peach** from filing a charge or complaint with the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or any other securities regulatory agency or self- regulatory authority, or the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Occupational Safety and Health Administration (OSHA), or any other federal, state, or local governmental agency or commission (collectively, “ Government Agencies ”). Mr. **Henderson Peach** further understands that this Agreement does not limit Mr. **Henderson Peach**’s ability to communicate with any securities regulatory agency or authority or Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any securities regulatory agency or authority or Government Agencies in connection with reporting a possible securities law violation without notice to the Company. Notice of Immunity Under the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement, Mr. **Henderson Peach** will not be held criminally or civilly liable under any federal or

state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Mr. Henderson Peach files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Mr. Henderson Peach may disclose the Company's trade secrets to Mr. Henderson Peach's attorney and use the trade secret information in the court proceeding if Mr. Henderson Peach: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order. 7-6. Non- Interference with Business. Mr. Henderson Peach agrees and covenants that he will not interfere with the Company's business, including but not limited to: the disclosure of confidential and proprietary business information; the disparagement of the Company, its officers, employees, products, services; solicitation of the Company's employees or customers; his failure to cooperate with the Company; or engaging in unfair competitive activities, as set forth below. 8-7. Non- Disparagement. Mr. Henderson Peach agrees and covenants that Mr. Henderson Peach shall not at any time make, publish, or communicate to any person or entity or in any public forum any disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees, officers, or directors and its existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. 9-8. Non- Competition. Because of the Company's legitimate business interest as described in this Agreement and the good and valuable consideration offered to Mr. Henderson Peach, for the remainder of Mr. Henderson Peach's employment with the Company and for the term of twelve six (12-6) months to run consecutively following the Termination Date, Mr. Henderson Peach agrees and covenants not to engage in any Competitive Activity (as defined below) within the Company's Industry. " Industry " is defined as the businesses and activities in which the Company engages as set forth in the Company's publicly reported and filed Annual and Quarterly statements. For purposes of this non- compete clause, " Competitive Activity " means to, directly or indirectly, in whole or in part, engage in, provide services to, or otherwise participate in, whether as an employee, company, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity, any entity engaged in a business within the Company's Industry. Without limiting the foregoing, Competitive Activity also includes activity that may require or inevitably require Mr. Henderson Peach's disclosure of trade secrets, proprietary information, or Confidential Information. Nothing in this Agreement prohibits Mr. Henderson Peach from purchasing or owning less than five percent (5 %) of the publicly traded securities of any corporation, provided that Mr. Henderson Peach's ownership represents a passive investment and that Mr. Henderson Peach is not a controlling person of, or a member of a group that controls, the corporation. 10-9. Non- Solicitation of Employees. Mr. Henderson Peach understands and acknowledges that the Company has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Company. Mr. Henderson Peach agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company or its subsidiaries for the remainder of his employment with the Company and for the term of twelve six (12-6) months to run consecutively following the Termination Date. 11-10. Non- Solicitation of Customers. Mr. Henderson Peach understands and acknowledges that the Company has expended and continues to expend significant time and expense in developing customer relationships, customer information, and goodwill, and that because of Mr. Henderson Peach's experience with and relationship to the Company, Mr. Henderson Peach has had and will have access to and learned and will learn about much or all of the Company's customer information (" Customer Information "). Customer Information includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to the Company's sales, services, and business. Mr. Henderson Peach understands and acknowledges that loss of any of these customer relationships or goodwill will cause significant and irreparable harm to the Company. Mr. Henderson Peach agrees and covenants for the remainder of his employment with the Company and for the term of twelve six (12-6) months to run consecutively following the Termination Date, not to directly or indirectly solicit or attempt to solicit, contact (including but not limited to communications using email, regular mail, express mail, telephone, fax, instant message, social media, or any other oral, written, or electronic transmission), attempt to contact, or meet with any current, former, or prospective customers of the Company or its subsidiaries for the purpose of offering or accepting goods or services similar to or competitive with those offered by the Company (other than in connection with his provision of services to the Company). 12-11. Cooperation. Mr. Henderson Peach shall cooperate with the Company regarding matters arising out of or related to Mr. Henderson Peach's service to the Company. The Company shall make reasonable efforts to minimize disruption of Mr. Henderson Peach's other activities. The Company shall reimburse Mr. Henderson Peach for reasonable expenses incurred in connection with this cooperation and, solely to the extent that Mr. Henderson Peach is required to spend substantial time on such matters following the Consulting Term, the Company shall compensate Mr. Henderson Peach at an hourly rate of \$ 300-350 per hour, which is approximately based on Mr. Henderson Peach's base salary on the Termination Date. 13-12. Remedies. In the event of a breach or threatened breach by Mr. Henderson Peach of any provision of this Agreement, Mr. Henderson Peach hereby consents and agrees that money damages would not afford an adequate remedy and that Company shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief. The parties mutually agree that this Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement. 14-13. Waiver and General Release by Mr. Henderson Peach. Mr. Henderson Peach acknowledges that Mr. Henderson Peach would not be entitled to receive the payments and benefits provided for in Section 3-2 herein absent Mr. Henderson Peach's execution of and compliance with this Agreement. For the consideration set forth in this Agreement, which the Company does not otherwise owe, Mr. Henderson Peach, for Mr. Henderson Peach, Mr.

Henderson Peach's marital community, Mr. Henderson Peach's heirs, executors, administrators, successors, and assigns, hereby knowingly and voluntarily waives, releases, acquits and forever discharges the Company and its parent, its affiliates, partners, subsidiaries, and related corporations and each entity's respective owners, directors, officers, shareholders, employees, agents, contractors, successors and assigns, from any and all known or unknown liability, damages, claims, causes of action or suits of any type related directly or indirectly to Mr. Henderson Peach's employment with Company, and the termination of Mr. Henderson Peach's employment with Company, including claims under any common law theories, including but not limited to, breach of contract or tort or tort-like theories and under any state or federal, constitutional, civil rights, labor, and employment laws, including but not limited to, Employee Retirement Income Security Act (ERISA), Title VII of the Civil Rights Act of 1964, the Post Civil War Civil Rights Acts (42 USC § § 1981- 1988), the Civil Rights Act of 1991, the Equal Pay Act, Older Workers' Benefit Protection Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the Rehabilitation Act of 1973, and the Uniformed Services Employment and Reemployment Rights Act, Executive Order 11246, all as amended, including any regulations or guidelines thereunder, any other theory, whether legal or equitable, including attorneys' fees, and any other claims which could have been asserted up to the date of execution of this Agreement, but excluding the Fair Labor Standards Act, the National Labor Relations Act and any other state, federal or local statute or law which prohibits the release of claims generally or absent court, agency or other approval. This Release shall not affect any rights that Mr. Henderson Peach may have under health insurance plans or under the retirement plans maintained by the Company or for workers' compensation benefits, unemployment compensation, or any other claim for which a release is prohibited by law. Mr. Henderson Peach assumes all risks attendant to the release of claims arising out of facts occurring at any time prior to the execution of this Agreement which are unknown, unforeseen, or latent. 15-14. Time for Consideration of Offer, Consultation with Counsel. Mr. Henderson Peach is hereby advised to consult with an attorney prior to executing this Agreement. Mr. Henderson Peach acknowledges that Mr. Henderson Peach has been granted a period of twenty- one (21) days within which to consider this Agreement (the " Consideration Period "). Mr. Henderson Peach acknowledges that if Mr. Henderson Peach signs and returns this Agreement prior to the expiration of the Consideration Period, or if Mr. Henderson Peach chooses to forego the advice of an attorney, Mr. Henderson Peach does so freely and knowingly, and waives any and all future claims that such action or actions would affect the validity of this Agreement. 16-15. Revocation Period. Mr. Henderson Peach may revoke this Agreement within seven (7) calendar days after signing it. Notice of revocation must be made in writing and must be received by [ATTN: HUMAN RESOURCES, PO BOX 10047, Portland, Oregon 97296]. If Mr. Henderson Peach revokes this Agreement, the Company will be immediately released of any further obligation under this Agreement and this Agreement will not be effective or enforceable. 17-16. Effective Date. If Mr. Henderson Peach signs and returns this Agreement by the end of the Consideration Period, and does not revoke it, it will become effective and irrevocable on the 8th day after Mr. Henderson Peach signs it (the " Effective Date ") and only then will Mr. Henderson Peach be entitled to the payments and benefits set forth in Section 3-2 of this Agreement, which will be paid to Mr. Henderson Peach following the Effective Date as described in this Agreement. 18-17. No Pending Claims or Lawsuits. Mr. Henderson Peach represents that, to his knowledge, no claims, complaints, charges or other proceedings are pending in any court, administrative agency, commission or other forum relating directly to Mr. Henderson Peach's employment with the Company; however, nothing in this Agreement precludes Mr. Henderson Peach from filing a charge or complaint with, or participating in an investigation conducted by, the Equal Employment Opportunity Commission (EEOC) or other federal, state or local governmental agency. Mr. Henderson Peach does waive, however, the right to any monetary recovery, should any agency pursue any claims on Mr. Henderson Peach's behalf, if such waiver is permitted by applicable law. 19-18. Claims Under the Older Workers Benefit Protection Act (" OWBPA-). In addition, in spite of this Agreement, Mr. Henderson Peach still retains the right to challenge the knowing and voluntary nature of this Agreement under the Older Workers Benefit Protection Act (" OWBPA ") and Age Discrimination in Employment Act (" ADEA ") before a court, the EEOC, or any state or local agency permitted to enforce those laws, and this release does not impose any penalty or condition for doing so. Mr. Henderson Peach understands, however, that if Mr. Henderson Peach successfully pursues a claim against the Company under the OWBPA or the ADEA, the Company may seek to set off the amount paid to Mr. Henderson Peach for signing the release against any amount Mr. Henderson Peach obtains. If Mr. Henderson Peach unsuccessfully pursues a claim against the Company under the OWBPA or the ADEA, then the Company may be entitled to recover its costs and attorneys' fees to the extent specifically authorized by federal law. 20-19. Confidential Agreement. Until such time as the terms of this Agreement may be publicly disclosed by the Company, Mr. Henderson Peach agrees to keep the terms of this Agreement strictly confidential and not to disclose those terms to anyone, except a spouse, attorney, or tax adviser, unless compelled to do so by compulsory court process. The parties agree that this confidentiality provision is a material term of this Agreement. 21-20. Tax Withholding. All amounts payable to Mr. Henderson Peach pursuant to this Agreement are subject to applicable tax withholdings. 22-21. Entire Agreement. This document is the entire Agreement between Mr. Henderson Peach and the Company. The Company has made no promises to Mr. Henderson Peach other than those in this Agreement. Except as stated otherwise in this Agreement, this Agreement supersedes any previous understandings, agreements or correspondence of the parties and is binding on the parties, their heirs, executors, administrators, and successors in interest. This Agreement may be changed only in a written document signed by both Mr. Henderson Peach and the Company. For purposes of this Agreement, the parties shall be deemed to have participated equally in its drafting. 23-22. Choice of Law. This Agreement shall be interpreted under the laws of the State of OREGON NEW JERSEY, without giving effect to conflict of law principles. 24-23. Voluntary Acknowledgment. The parties represent that they have each read this Agreement in its entirety and are fully aware of its content and legal effect. Each party executes this Agreement voluntarily and with full awareness of its terms. [Signature page follows.] IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below. THIS AGREEMENT CONTAINS A RELEASE. PLEASE READ CAREFULLY BEFORE SIGNING. Dated: July 2, 7/5/2023-2024 / s / Richard

TRADING POLICY I. Introduction The Class A Common Stock of Radius Recycling, Inc. (the “ Company ”) is publicly traded and, as a result, the Company is subject to U. S. securities laws intended to protect investors in the purchase and sale of securities, including laws prohibiting so called “ insider trading ” in the Company’ s stock. Violations of these laws can result in liability to the Company, as well as its directors, officers and employees. Frequently, Company insiders will become aware of information that has not been disclosed to the public but which, if known, could be material to investment decisions. A purchase or sale of Company stock by an insider at such a time could expose the Company, and the individual insider, to a claim that the purchase or sale of stock was made on the basis of material information not known to the general public. In an effort to minimize your and the Company’ s risk of being subject to such claims, while at the same time considering the need of the employees of the Company to have reasonable opportunities to purchase and sell Company stock, the Company has adopted this Stock Trading Policy (the “ Policy ”), which applies to all employees and directors of the Company, and any other persons the Company determines should be subject to the Policy, such as contractors and consultants, and their household and immediate family members. All executive officers, directors and certain other designated employees of the Company who have regular access to material non- public information must also adhere to certain additional, stricter rules and procedures contained in Part III of this Policy. In short, under this Policy:

- You may not trade the Company’ s securities at any time when you have material, non- public information concerning the Company. It is your responsibility to be certain that you do not have material, non- public information when you determine to trade.
- You may not trade securities of another company at any time when you have material, non- public information about that company or its industry when that information was obtained as a result of your employment or relationship with the Company.
- You may not “ tip ”, or pass on material non- public information, to friends, family members or others and thereby try to help them make a profit or avoid a loss, and you may not make buy or sell recommendations on the basis of material, non- public information.
- Directors, executive officers, and other certain designated employees must provide the Company’ s Stock Compliance Officer with a written notice of a purchase or sale of the Company’ s stock as further described under Section 3 below. It is important for you to be aware of the rules concerning insider trading, and you should review this Policy carefully. Any questions relating to this Policy may be directed to the Company’ s Stock Compliance Officer, who currently is James Matthew Vaughn, the Company’ s Senior Vice President, General Counsel, Chief Compliance Human Resources Officer and Corporate Secretary, or his or her designee, at generalcounsel @ rduc. com.

II. Rules of General Application

1. Material, Non- Public Information – Inside Information In the normal course of business, you may become aware of significant, non- public information. This kind of information, often referred to as “ material, non- public ” information in U. S. securities laws, is considered the property of the Company; you have been entrusted with it. Accordingly, you may not seek to make a profit or avoid a loss from it by trading securities yourself or by passing on the information to others to enable them to make a profit or avoid a loss. This rule applies not only to trading in the Company’ s securities, but also to trading in the securities of other companies if you learn something in the course of your employment or relationship with the Company that might affect the value of those other securities. For instance, if you learned that the Company was about to execute a definitive acquisition agreement with another company, it would likely be an insider trading violation for you to trade in securities of that other company. The insider trading rules apply both to securities purchases (to make a profit based on good news) and securities sales (to avoid a loss based on bad news). You should also keep in mind that the Securities and Exchange Commission’ s (“ SEC ”) rules and regulations provide that the mere fact that a person is aware of the information is a bar to trading. It is no excuse that such person’ s reasons for trading were not based on the information. For information to be material within the meaning of U. S. securities laws, it must be information that a reasonable investor would consider important in making a decision to buy, hold or sell securities. The chances are, if you learn something that leads you to want to trade stock, that information will be considered material. Examples of inside information that are likely to be deemed material include, but are not limited to:

- quarterly or annual financial results;
- projections of future earnings or losses or other earnings guidance, or significant changes to previously announced projections or guidance;
- a significant increase or decrease in financial results;
- significant actions by regulatory bodies;
- significant management changes;
- commencement or settlement of major litigation or government investigations;
- a purchase or sale of substantial assets;
- a significant merger or acquisition proposal or agreement or termination of an agreement of this type;
- dividend increases or decreases;
- financings and other events involving the Company’ s securities;
- acquisition of, refinancing or repayment of significant debts or defaults on debt;
- a significant disruption in the Company’ s operations; or
- cybersecurity and privacy incidents or events.

It is also important to keep in mind that information need not be certain or definitive to be material. Even information concerning events, actions, results, etc. that may happen can be considered material under certain circumstances. For example, if you found out that the Company was in merger negotiations, even though the deal had not yet been agreed to, that information could very well be material. Situations may exist, where an employee or a director has a record ownership of or beneficial interest in securities but has no responsibility for investment decisions, such as, for example, where the investment decisions have been delegated to an investment adviser. In such cases, this Policy is not intended to proscribe dealings in securities so long as the employee or director has neither discussed the merits of the investment with, nor provided inside information to, the person or persons having the decision- making investment responsibility. Similarly, this Policy does not proscribe the purchase, sale or holding of an interest in a publicly traded mutual fund, even if the fund holds or trades in the Company’ s stock. For the purpose of this Policy, information is “ non- public ” until information has been widely disseminated by the Company. In addition, the information disseminated must be some form of “ official ”

announcement or disclosure, which, in the case of information about the Company, must be made by the Company. In other words, the fact that rumors, speculation, or statements attributed to unidentified sources are public is insufficient to be considered widely disseminated even when the rumors, speculation, or statements are accurate. After the information has been disseminated, a period of time must pass sufficient for the information to be absorbed by the general public. As a general rule, information should not be considered fully absorbed until after at least one full trading day has elapsed on the Nasdaq Global Select Market ("Nasdaq") after the information has been publicly disclosed in a manner compliant with Regulation FD.

2. Prohibition on Tipping Besides your obligation to refrain from trading while in possession of material, non-public information, you are also prohibited from "tipping" material non-public information to others. The concept of unlawful tipping includes passing on material, non-public information to friends, family members or others, including recommendations to buy or sell Company stock based on material non-public information. When tipping occurs, both the "tipper" and the "tippee" may be held liable, and this liability may extend to all those to whom the tippee, in turn, gives the information.

3. Notice of Purchase or Sale of Company Stock Executive officers, directors and certain other designated employees of the Company must request pre-clearance by the Stock Compliance Officer before purchasing or selling Company stock, as described in part III of this Policy. A form to be used for pre-clearance is available on SharePoint. Following each purchase and sale of Company stock, such persons must provide the Company's Stock Compliance Officer with a written notice of such transaction not later than three business days following the sale or purchase. A form to be used for such notice is available on SharePoint. If you are an executive officer or a director, you must also comply with the additional requirements in part III of this Policy, including the Broker Requirements for Section 16 Persons described in Section 6 of part III.

4. Exempt Transactions The prohibition on trading in the Company's securities set forth in this Policy does not apply to:

- transferring shares to an entity that does not involve a change in the beneficial ownership of the shares (for example, to certain types of trusts of which you are the sole beneficiary during your lifetime);
- the exercise of stock options to buy and hold the Company's stock (and not sell) (including any net settled stock option exercise to buy and hold) under our equity incentive plans; however, the sale of any such stock acquired upon such exercise, including as part of a broker-assisted cashless exercise of an option or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option or to satisfy tax withholding requirements, is subject to this Policy;
- the withholding by the Company (whether mandated by the Company or pursuant to a tax withholding right) of shares of restricted stock, shares underlying restricted stock units or shares subject to an option, in each case to satisfy tax withholding requirements; and
- the execution of transactions pursuant to a trading plan that complies with Rule 10b5-1 under the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and which has been approved by the Company (see Section 2 of part III).

5. Short Selling of Company Stock and Hedging Transactions It is prohibited under this Policy for any director or employee to engage in any short sale of the Company's stock or in speculative trading (e. g. "day-trading") that is intended to take advantage of short-term price fluctuations, to establish or use a margin account with a broker-dealer for the purpose of buying or selling Company stock or using it as collateral, or to buy or sell puts, calls, prepaid variable forward contracts, equity swaps, collars, exchange funds or other instruments or derivatives designed to hedge the value of the Company's stock. This Policy is designed to encourage investment in the Company's stock for the long term, on a buy and hold basis, and to discourage active trading or short-term speculation.

6. Transactions by Family Members The restrictions set forth in this Policy apply to each family member who resides with you, anyone else who lives in your household, any other family members whose transactions in securities are directed by or subject to your influence or control and trusts, corporations or other entities controlled by you or such family members. You are expected to be responsible for the compliance by these persons with this Policy.

7. Consequences of Insider Trading The consequences of insider trading can be severe. Insider trading is a crime that could result in large criminal fines and / or jail for individuals. In addition, the SEC may seek to impose a civil penalty of up to three times the profits made or losses avoided from the trading. The SEC has imposed large penalties even when the disclosing person did not profit from trading. Insider traders must also disgorge any profits made and are often subjected to an injunction against future violations. Finally, under some circumstances, insider traders may be subjected to civil liability in private lawsuits. Under the Insider Trading and Securities Enforcement Act of 1988, the Company and its controlling persons (including the Board of Directors and supervisory personnel) could also be held vicariously responsible for the insider trading violations of employees if they fail to adopt adequate policies and procedures to prevent insider trading. For all of the foregoing reasons, it is very important, both to you and the Company, that insider trading violations not occur and that the policies detailed in this statement be adhered to. You should be aware that stock market surveillance techniques are becoming more sophisticated all the time, and the chance that authorities will detect and prosecute even small-level trading is significant. Even an SEC investigation that does not result in prosecution can tarnish one's reputation and damage a career.

8. Compliance with Policy; Reporting of Possible Violations The Company expects strict compliance with this Policy by all employees and directors. Although this Policy is expressly not intended to result in the imposition of additional legal liability that would not otherwise exist, failure to observe these procedures will be considered an extremely serious matter and may be grounds for appropriate disciplinary action, including termination of employment. All persons subject to this Policy shall take appropriate measures to restrict access to and disclosure of material non-public information. In the event you become aware of possible insider trading violations, you should immediately contact the Company's Stock Compliance Officer, or such other individual designated by the Stock Compliance Officer, at generalcounsel@rdus.com. Anonymous reporting violations or perceived violations may be made through the Company's Misconduct Reporting System. Neither this Policy nor any policy of the Company, and notwithstanding any other confidentiality or non-disclosure agreement (whether in writing or otherwise, including without limitation as part

of an employment agreement, separation agreement or similar employment or compensation arrangement) applicable to current or former employees or directors, should be deemed to restrict any current or former employee or director from communicating, cooperating or filing a complaint with any U. S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a “ Governmental Entity ”) with respect to possible violations of any U. S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that (1) in each case such communications and disclosures are consistent with applicable law and (2) the information subject to such disclosure was not obtained by the current or former employee or director through a communication that was subject to the attorney- client privilege, unless such disclosure of that information would otherwise be permitted by an attorney pursuant to 17 CFR 205. 3 (d) (2), applicable state attorney conduct rules, or otherwise. Any agreement in conflict with the foregoing is hereby deemed amended by the Company to be consistent with the foregoing. III. Stock Trading by Directors, Officers and Other Insiders All directors, executive officers, and other employees of the Company and its subsidiaries designated as insiders by the Company or the Stock Compliance Officer because of their regular access to material non- public information (a “ Restricted Person ”) are required to comply with the following insider trading rules, in addition to the general policy regarding stock trading applicable to all employees and directors. To the extent the rules in this Policy are inconsistent with the general policy, these rules shall prevail. 1. Pre- Clearance of Transactions in the Company’ s Securities To help prevent inadvertent violations of the U. S. securities laws and avoid even the appearance of trading on material, non- public information, Restricted Persons may not engage in any transaction involving the Company’ s stock (including any gifts, loans, contributions to a trust or other transfers, whether the transaction is for the individual’ s own account, one over which he or she exercises control or one in which he or she has a beneficial interest) without first certifying that such transaction will be conducted in compliance with the provisions of this Policy and obtaining the Stock Compliance Officer’ s pre- clearance of the transaction. A request for pre- clearance must be submitted using the form provided on SharePoint in advance of the proposed transaction. Approval for transactions will generally be granted only outside of a closed- window period (as described below), and the transaction may only be performed outside of a closed- window period within two business days from the date of the approval, provided that notwithstanding receipt of pre- clearance, you may not trade in Company securities if you subsequently become aware of material, non- public information prior to effecting the transaction. The Stock Compliance Officer is under no obligation to approve a transaction submitted for pre- clearance and may determine not to permit the transaction. Notwithstanding any pre- clearance of a transaction, the Company assumes no liability for the consequences of any transaction. 2. Rule 10b5- 1 Plans A 10b5- 1 Plan is a binding, written contract between you and your broker that specifies the price, amount, and date of trades to be executed in your account in the future, or provides a formula or mechanism that your broker will follow, and satisfies various other conditions and limitations set forth in Rule 10b5- 1 under the Exchange Act. A 10b5- 1 Plan can only be established when you do not possess material nonpublic information. Therefore, you cannot enter into these plans at any time when in possession of material, non- public information and, in addition, Restricted Persons cannot enter into these plans when a closed- window period is in effect. In addition, a 10b5- 1 Plan must not permit you to exercise any subsequent influence over how, when, or whether the purchases or sales are made. You must pre- clear with the Stock Compliance Officer any 10b5- 1 Plans prior to establishing, amending or terminating such plan, and all 10b5- 1 Plans must use a Company- approved template that can be requested from the Stock Compliance Officer. The Company reserves the right to withhold pre- clearance of the adoption, amendment or termination of any such trading plan that the Company determines is not consistent with the rules regarding such plans. Additionally, any modification or termination of a pre- approved 10b5- 1 Plan requires pre- clearance by the Stock Compliance Officer. Additional requirements include: • No “ Fast Selling ” and No Sales Outside of the Plan – 10b5- 1 Plans should be designed to cause a number of smaller sales over time to minimize the appearance of sales timed with material, non- public information. While a Plan is in effect sales generally should not be made outside of the Plan, especially in large concentrations during a short time period. • Terminations – If a 10b5- 1 Plan is terminated before the end of its stated term, the individual may not adopt a new Plan for 180 days, and no trades outside of a Plan may be made for at least 60 days. • Duration of Plan – 10b5- 1 Plans must have a minimum duration of six months and a maximum of two years. 3. Closed- Window Periods (a) Quarterly Closed- Window Periods The Company’ s announcement of quarterly financial results almost always has the potential to have a material effect on the market for the Company’ s stock. Therefore, to avoid even the appearance of trading while aware of material, non- public information, Restricted Persons generally will not be permitted to trade in the Company’ s stock during the period beginning at the close of business on the 15th day of the last month of each fiscal quarter of the Company and ending after one full trading day following the release of quarterly or annual results for the prior fiscal quarter or year by the Company. (b) Event- Specific Closed- Window Periods From time to time, an event may occur that is material to the Company and which is known by only a few directors, executive officers and other employees. For so long as the event remains material and non- public, directors, executive officers and other employees designated by the Stock Compliance Officer may not trade in the Company’ s stock. The existence of an event- specific closed- window will not be announced other than to those who are already aware of the event giving rise to the closed- window. A Restricted Person who requests pre- clearance to trade in the Company’ s stock during an event- specific closed- window period will be informed by the Stock Compliance Officer of the existence of the event- specific closed- window period without an explanation for the reason behind the event- specific closed- window period. Any person made aware of the existence of an event- specific closed- window period should not disclose the existence of the closed- window for any reason. The failure of the Stock Compliance Officer to designate a person as being subject to an event- specific closed- window shall

not relieve that person of the obligation not to trade while aware of material non- public information. 4. Hardship Exemption Transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are no exception to the basic policy described above. The U. S. securities laws do not recognize such mitigating circumstances, and even the appearance of an improper transaction must be avoided to preserve the Company' s reputation for adhering to stringent standards of conduct. Notwithstanding the foregoing, the Company' s Stock Compliance Officer may, on a case- by- case basis, authorize trading in the Company stock during a closed- window period due to financial hardship or other hardships only after a. the person wishing to trade has notified the Company' s Stock Compliance Officer in writing (which writing may be in the form of e- mail) of the circumstances of the hardship and the amount and nature of the proposed trade (s); and b. the person wishing to trade has certified to the Company' s Stock Compliance Officer in writing no earlier than two business days prior to the proposed trade (s) that he or she is not in possession of material non- public information concerning the Company. The existence of the foregoing approval procedures does not in any way obligate the Company' s Stock Compliance Officer to approve any trades requested by Restricted Persons as hardship applicants. The Company' s Stock Compliance Officer may reject any trading requests at his / her sole discretion. Hardship exemptions are granted infrequently and only in exceptional circumstances. 5. Termination of Employment or Office The restrictions set forth in this Policy apply to Restricted Persons following the termination of their employment or term of office, as applicable, for such period as the Stock Compliance Officer shall determine such person is likely to be in possession of material nonpublic information about the Company. 6. Broker Requirements for Section 16 Persons The timely reporting of transactions requires tight interface with brokers handling transactions for the Company' s directors and executive officers. A knowledgeable, alert broker can also serve as a gatekeeper, helping to ensure compliance with the Company' s pre- clearance procedures and helping prevent inadvertent violations. Therefore, in order to facilitate timely compliance by the Company' s directors and executive officers (" Section 16 Persons ") with the requirements of Section 16 of the Exchange Act, brokers of Section 16 Persons need to comply with the following requirements: (a) To not enter any order (except for orders under pre- approved Rule 10b5- 1 plans) without first verifying with the Company that your transaction was pre- cleared and complying with the brokerage firm' s compliance procedures (e. g., Rule 144); and (b) To report before the close of business on the day of the execution of the transaction to the Company by telephone and in writing via e- mail to the Stock Compliance Officer the complete (i. e., date, type of transaction, number of shares and price) details of every transaction involving the Company' s equity securities, including gifts, transfers and all transactions under 10b5- 1 and other trading plans. Because it is the legal obligation of the trading person to cause any filings on Form 3, Form 4, Form 5 or Form 144 (or as otherwise be required) to be made, Section 16 Persons are strongly encouraged to confirm following any transaction that your broker has immediately telephoned and e- mailed the required information to the Company. 7. Consultation with Stock Compliance Officer Because there are so many " gray areas " in the law of insider trading, you should not try to make close calls about what is legal or illegal by yourself. Err on the side of caution: either refrain from trading altogether if there is any question in your mind about the propriety of a particular trade, even if it is proposed to take place outside of a closed- window period, or consult with the Stock Compliance Officer with respect to a particular trade prior to execution. Remember, however, the ultimate responsibility for adhering to this Policy and avoiding improper transactions rests with you. It is imperative that you use your best judgment. 8. Transactions by the Stock Compliance Officer In the case of a proposed transaction in the Company' s stock by the Stock Compliance Officer, the Chief Financial Officer of the Company shall take such actions as are usually required of the Stock Compliance Officer hereunder. 9. Compliance with Procedures The Company expects strict compliance with these procedures by all Restricted Persons. Although this Policy is expressly not intended to result in the imposition of additional legal liability that would not otherwise exist, failure to observe these procedures will be considered an extremely serious matter and may be grounds for appropriate disciplinary action, including termination of employment. IV. Company Transactions From time to time, the Company may engage in transactions in Company securities. It is the Company' s policy to comply with all applicable securities laws when engaging in transactions in Company securities.