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Chicago Title Ins Co.
111 W. Washington St.
Chicago, Ill. 60602
2025/IN

137906

TERMINATION AGREEMENT

This Termination Agreement (this "Agreement"), is made as of December 3, 1990, by and between 2025 Corporation, a Delaware corporation, formerly known as U.S. Reduction Co. ("2025"), of 22 Briarwood Drive, Woodbridge, County of New Haven, State of Connecticut, 06525 and U.S. Reduction Co., a Delaware corporation, formerly known as U.S. Reduction Acquisition Corp. ("Reduction"), of 9200 Calumet Avenue, Munster, Indiana 46321.

RECITALS

A. Reduction and 2025 are parties to: (i) that certain Equipment Lease Agreement, dated May 30, 1984, and amended on July 31, 1985, May 23, 1986, and May 17, 1989, between U.S. Reduction Co. (now 2025) as lessor and U.S. Reduction Acquisition Corp. (now Reduction) as lessee, pertaining to machinery, equipment and fixtures at any time owned by 2025 and located at the premises described in Exhibit A attached hereto (the "Equipment"); (the "Equipment Lease Agreement"); and (ii) that certain Option Agreement, dated May 30, 1984, and amended on July 31, 1985, May 23, 1986, and May 17, 1989, between U.S. Reduction Acquisition Corp. (now Reduction) as Seller and U.S. Reduction Co. (now 2025) as Buyer, pertaining to the Equipment and other property, and recorded on June 1, 1984 in Lake County, in the State of Indiana, as document no. 759043 (the "Option Agreement").

B. The parties desire to terminate the Equipment Lease Agreement and the Option Agreement all in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing and the covenants set forth below, the parties hereto agree as follows:

1. Termination of Equipment Lease Agreement and the Option Agreement. Each of the Equipment Lease Agreement and the Option Agreement is hereby terminated in its entirety and of no further force and effect.

2. Consideration. In consideration for the agreement of 2025 to terminate the Equipment Lease Agreement and the Option Agreement pursuant to Section 1 above Reduction hereby pays and delivers, and 2025 hereby accepts and acknowledges receipt of, one dollar (\$1.00) and other good and valuable consideration.

3. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which shall constitute but one and the same instrument.

Prepared by and return to
Idele L. Weinberg, Esq.
Much, Shellist, Freed, Denenberg,
Ament & Eiger, P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION



RECEIVED
CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
NOV 15 1990

J. O. O.
A

4. Construction of Agreement. Neither of the parties hereto or their respective counsel shall be deemed to have drafted this Agreement for purposes of construing the terms hereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against either party hereto.

5. Further Assurances. At any time and from time to time, upon the request and at the expense of Reduction, 2025 shall execute, deliver and acknowledge or cause to be executed, delivered and acknowledged, such further documents and instruments and do such other acts and things as Reduction may reasonably request in order to fully effectuate the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NOT OFFICIAL!

This Document is the property of
2025 CORPORATION, a Delaware corporation, formerly known as the Lake County Res. Reduction Co.

ATTEST:

Wendy Goldstein
Wendy Goldstein, Secretary

By: Bertram Frankenberg, Jr.
Bertram Frankenberg, Jr.,
President

ATTEST:

O'Merrial Butcher
Assistant Secretary

U.S. REDUCTION CO., a Delaware corporation, formerly known as U.S. Reduction Acquisition Corp.

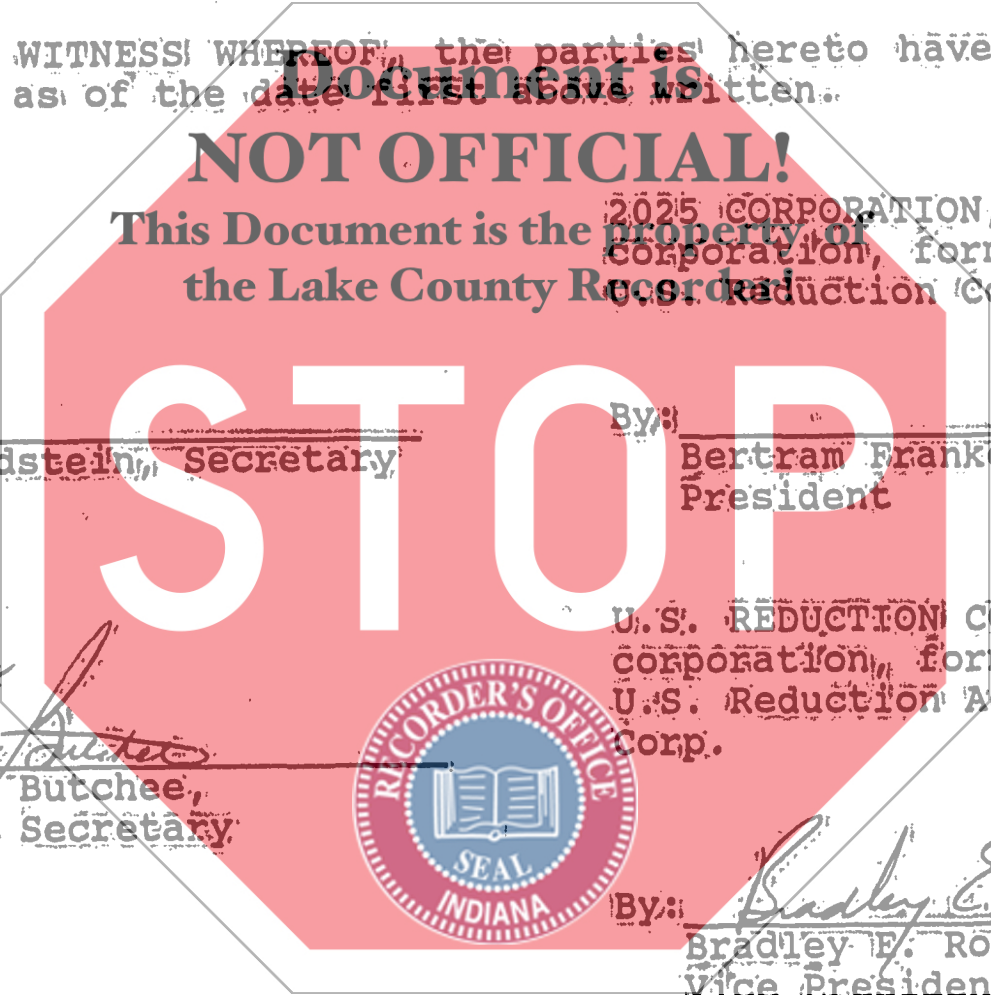


By: Bradley E. Ronco
Bradley E. Ronco,
Vice President

4. Construction of Agreement. Neither of the parties hereto or their respective counsel shall be deemed to have drafted this Agreement for purposes of construing the terms hereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning, and not strictly for or against either party hereto.

5. Further Assurances. At any time and from time to time, upon the request and at the expense of Reduction, 2025 shall execute, deliver and acknowledge or cause to be executed, delivered and acknowledged, such further documents and instruments and do such other acts and things as Reduction may reasonably request in order to fully effectuate the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



ATTEST:

Wendy Goldstein, Secretary

By: Bertram Frankenger, Jr., President

ATTEST:

Merrill Butcher, Assistant Secretary

U.S. REDUCTION CO., a Delaware corporation, formerly known as U.S. Reduction Acquisition Corp.

By: Bradley E. Ronco, Vice President

State of ~~Connecticut~~ ^{Vermont})
County of ~~New Haven~~ ^{Windsor})SS.
)

I, Marian B. Fletcher, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bertram Frankenberger, Jr., personally known to me to be the President of 2025 Corporation, a Delaware corporation, formerly known as U.S. Reduction Co., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of Nov, 1990.

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This Document is the property of the Lake County Recorder!

Marian B. Fletcher
Notary Public

Commission expires Feb 10, 1991

State of ~~Connecticut~~ ^{Vermont})
County of ~~New Haven~~ ^{Windsor})SS.

I, Marian B. Fletcher, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wendy Goldstein, personally known to me to be the Secretary of 2025 Corporation, a Delaware corporation, formerly known as U.S. Reduction Co., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Secretary, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of Nov, 1990.

Marian B. Fletcher
Notary Public

Commission expires Feb 10, 1991

State of Indiana)
) SS.
County of Lake)

I, PEGGY A GREENYA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bradley E. Ronco, personally known to me to be the Vice President of U.S. Reduction Co., a Delaware corporation, formerly known as U.S. Reduction Acquisition Corp., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26th day of November, 1990.

This Document is the property of Peggy A Greenya
the Lake County Recorder
Notary Public

Commission expires Feb 14, 1993

State of Indiana)
) SS.
County of Lake)

I, PEGGY A GREENYA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT O'Merrial Butcher, personally known to me to be the Assistant Secretary of U.S. Reduction Co., a Delaware corporation, formerly known as U.S. Reduction Acquisition Corp., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Secretary, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26th day of November, 1990.

Peggy A Greenya
Notary Public

Commission expires Feb 14, 1993

EXHIBIT A

PLANT NO. 1:

Parcel 1: Lots 1 to 14, both inclusive, together with the vacated North and South alley adjoining and lying between Lots 1 to 7, both inclusive, and Lots 8 to 14, both inclusive, and also the East Half of that part of vacated Melville Avenue, lying West of and adjoining Lots 8 to 14, both inclusive, as marked and laid down on the recorded plat of subdivision of Lots 13, Block 8, in the Subdivision of the Southwest Quarter of Section 28, Township 37 North, Range 9 West of the 2nd P.M., in the City of East Chicago, Lake County, Indiana, as shown in Plat Book 6, page 37, in Lake County, Indiana.

Parcel 2: Plat of U. S. Reduction Company's Block "A", being a consolidation of Lots 11 to 13, both inclusive, and the heretofore vacated 16 foot East and West alley, in Block 7, Southwest Quarter of Section 28, Township 37 North, Range 9 West of the 2nd P.M., also Lots 11 to 16, both inclusive, and Lot 18, together with the 16 foot East and West alley heretofore vacated in Block 6, Southwest Quarter of Section 28, Township 37 North, Range 9 West of the 2nd P.M., also the part of Alexander Avenue heretofore vacated, extending from the North line of Chicago Avenue to the South right-of-way line of the B. & O. C. T. Railroad and lying between said Blocks 6 and 7, all in the City of East Chicago, Lake County, Indiana, as shown in Plat Book 23, page 64, in Lake County, Indiana, also the West Half of that part of vacated Melville Avenue lying East of and adjoining the North 183.5 feet of said Plat of U. S. Reduction Company's Block "A", except the South 44 feet of the West 225 feet of the East 300 feet thereof.

Parcel 3: Lots 3 to 12, both inclusive, Block 8, Subdivision of part of the Southwest Quarter of Section 28, Township 37 North, Range 9 West of the 2nd P.M., in the City of East Chicago, as shown in Plat Book 2, page 25, in Lake County, Indiana and also the vacated east and west alley lying north of said lots 3 to 12 inclusive.



PLANT NO. 2:

Parcel 1: Part of the Northeast Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Beginning at a point 30 feet East and 900.80 feet South of the Northwest corner of said Northeast Quarter; thence South, along the East line of Kennedy Avenue, a distance of 846.2 feet; thence East, at right angles to the last described line a distance of 404.35 feet to a point on a line 15 feet West of and parallel to the West right-of-way line of the E., J. & E. Railroad; thence North 0 degrees 05 minutes 30 seconds West, along said 15 foot parallel line, a distance of 848.69 feet; thence South 89 degrees 38 minutes 45 seconds West, 403.0 feet to the point of beginning, all in the City of East Chicago, Lake County, Indiana.

Parcel 2: Right and Easement, appurtenant to Parcel 1 above, in, on and along the existing switchtrack presently in place on premises adjoining Parcel 1 above on the South, which easement for railroad spur and switchtrack is described as follows:

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A parcel of land 17.0 feet in width lying 8.5 feet on each side of the following described centerline: Commencing at the point of intersection of the Southline of the Northeast Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian (centerline of 145th Street) and the centerline of the New York Central Railroad (Danville Branch) main track; thence North 0 degrees 05 minutes 30 seconds West, along the centerline of said tract, 199.0 feet to a point of curve; thence Northwesterly on a curve concave to the West and having a radius of 4110.28 feet, a distance of 83.90 feet to a point on the West right-of-way line of said N.Y.C.R.R. (Danville Branch), which point marks the place of beginning of said easement centerline; thence continuing Northwesterly on the last described curve extended a distance of 34.38 feet; thence North 73 degrees 23 minutes 54 seconds East a distance of 74.23 feet to a point of curve; thence Northwesterly on a curve concave to the East and having a radius of 338.27 feet, a distance of 97.52 feet; thence North 0 degrees 05 minutes 30 seconds West along a line parallel to and 52.0 feet West of the aforesaid N.Y.C.R.R. main track, a distance of 428.90 feet to the point of termination of said easement centerline, all in the City of East Chicago, Lake County, Indiana, as shown on Exhibit "A" Plat of Easement attached to Easement Agreement dated July 19, 1974 recorded July 26, 1974, as Document No. 261336, made by and between Gary National Bank of Gary, Indiana, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 15th day of February, 1973, known as Trust No. 5249 and M. E. Code.

Parcel 3: Non-exclusive right and easement, appurtenant to Parcel 1 above, in, on and along Part of the Northeast Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Beginning at a point 30 feet East of and 900.8 feet South of the Northwest corner of said Northeast Quarter; thence North 89 degrees 38 minutes 45 seconds East, a distance of 325.0 feet; thence North, parallel with the East line of Kennedy Avenue, a distance of 16.0 feet; thence South 89 degrees 38 minutes 45 seconds West a distance of 325.0 feet; thence South along the East line of Kennedy Avenue, 16.0 feet to the place of beginning, all in East Chicago, Indiana, in Lake County, Indiana, for the purpose of ingress and egress to Parcel 1 above, as granted in Easement Agreement dated June 9, 1975 and recorded August 4, 1975, as Document No. 3110755, made by and between 44411 Bldg. Corp., an Indiana corporation, and U.S. Reduction Co., a Delaware corporation.

PLANT NO. 3

Parcel 1: A parcel of land lying in the Southeast Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, described as being that part of the vacated subdivision "Kennedy Avenue Addition to East Chicago" to wit: All of Lots 10, 11, and 12, the West 12.37 feet of Lot 9, Block 1 and the 15 foot alley lying North of the aforementioned land, said parcel being more particularly described as beginning at the intersection of the North line of Chicago Avenue and East line of Kennedy Avenue; thence Northerly on the East line of Kennedy Avenue a distance of 135.04 feet; thence Easterly parallel to the North line of Chicago Avenue, a distance of 90.27 feet; thence Southerly on line perpendicular to the North line of Chicago Avenue, a distance of 135.0 feet to the North line of Chicago Avenue; thence Westerly along the North line of Chicago Avenue a distance of 87.37 feet to the place of beginning, in Lake County, Indiana.

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Parcel 2: A parcel of land lying in the Southeast Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, described as being that part of the vacated subdivision "Kennedy Avenue Addition to East Chicago" to wit: Lots 16 and 17, Block 1, and the West Half of the North-South alley adjacent to said lots 16 and 17, and that portion of the vacated Depot Street bounded on the East by the centerline of the North-South alley, on the West by the East line of Kennedy Avenue; said parcel being more particularly described as beginning at a point in the East line of Kennedy Avenue that is 225.06 feet North of the intersection of the North line of Chicago Avenue and the East line of Kennedy Avenue; thence Northerly along the East line of Kennedy Avenue, a distance of 124.50 feet to the North line of the vacated Depot Street, thence Easterly along the North line of the vacated Depot Street, a distance of 91.58 feet to the centerline of the vacated North-South alley; thence Southerly along said centerline, a distance of 122.60 feet; thence Westerly, a distance of 91.58 feet to the place of beginning, in Lake County, Indiana.