

STATE OF INDIANA
LAKE COUNTY
RECORDED

4

1 **TERMINATION OF GROUND LEASE AND ASSET**
2 **ACQUISITION AGREEMENT**

3 2000 011645

2000 FEB 18 AM 9 09

4 THIS AGREEMENT is made and entered into on the 30th day of
5 December, 1999, effective as of February 15, 1999 by and between the EAST
6 CHICAGO SANITARY DISTRICT ("District"), a special taxing district of the
7 State of Indiana with offices at 200 Indianapolis Blvd., East Chicago, Indiana
8 46312, the CITY OF EAST CHICAGO INDIANA, a municipal corporation
9 organized and existing under the laws of the State of Indiana ("City") with offices
10 at 4525 Indianapolis Blvd., East Chicago, Indiana 46312-3227); and
11 NEUTRALYSIS INDUSTRIES OF NORTHWEST INDIANA, INC., an
12 Indiana corporation ("NINI") with offices at 550 Frontage Road, Suite 3535,
13 Northfield, Illinois 60093.

14
15 WHEREAS, the City, the District and NINI entered into a certain Ground
16 Lease and Asset Acquisition Agreement on or about October 3, 1994 providing for
17 the acquisition of certain assets including the former East Chicago Municipal
18 incinerator building, inventory, fixtures, improvements, utility connections, pipes
19 and related and other equipment existing on the parcel of real estate described
20 below; and

21
22 WHEREAS, said Agreement also provided for a Ground Lease for a parcel
23 of land legal description of which is attached hereto and made a part hereof as
24 Exhibit "A" ("Premises"); and

25
26 WHEREAS, the Parties have reached agreement to the effect that said
27 Ground Lease and Asset Acquisition Agreement should be terminated forthwith
28 and that the assets acquired thereunder should be returned to the City and District,
29 and that NINI, as prior owner of said building and equipment, and as Lessee under
30 said Ground Lease shall entirely, completely and permanently release, discharge
31 and relinquish all of its rights under said Agreement.

32
33 THEREFORE, IT IS AGREED, by and between the Parties, in
34 consideration for the mutual covenants, terms and conditions herein after set forth
35 and intending themselves to be legally bound as follows:

36
37 1. **Lease Termination.** The Ground Lease for the parcel of real
38 estate legally described upon Exhibit "A" is hereby terminated, discharged and
39 released. NINI, its affiliates and subsidiaries shall have no further interest,
40 possessory or otherwise, whatsoever, in the premises from and after February 15,
41 1999.

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C#11210

1 2. **Reversion of Assets.** The incinerator, building, equipment, and
2 all other items previously conveyed by said Agreement to NINI are hereby
3 returned to and shall become again the sole property of the East Chicago Sanitary
4 District or the City of East Chicago, as the case may be, in the same manner as
5 title of said property stood prior to the execution of said Agreement on October 3,
6 1994.

7
8 3. **Mutual Release of Claims.** The Parties hereby release and
9 discharge each other from any and all claims of any kind, including any actions,
10 causes of action, demands or liabilities arising out of said Agreement.

11
12 4. **Settlement Agreement.** The District and NINI have entered into
13 a Settlement Agreement of even date which includes representations and covenants
14 concerning the conclusion of the contractual relationship between the District and
15 NINI. To the extent said Settlement Agreement shall conflict with the provisions
16 of this Agreement, said Settlement Agreement shall control.

17
18 IN WITNESS WHEREOF, the parties have executed this Agreement on the
19 date first above written.

20
21 EAST CHICAGO SANITARY DISTRICT ("District")

22
23 By: *Robert A. Pastrick*
24 ROBERT A. PASTRICK, Chief Executive Officer

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28 CITY OF EAST CHICAGO INDIANA ("City"),
29 an Indiana Municipal Corporation

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31 By: *Robert A. Pastrick*
32 ROBERT A. PASTRICK, Mayor

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36 NEUTRALYSIS INDUSTRIES OF NORTHWEST
37 INDIANA, INC., an Indiana corporation ("NINI")

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39 By: *John H. Robison*
40 JOHN H. ROBISON, President

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State of Indiana)
)ss:
Lake County)

BEFORE ME, a Notary Public for said county and state appeared Robert A. Pastrick as Chief Executive Officer, East Chicago Sanitary District and as Mayor, City of East Chicago, Indiana on this 30th day of DECEMBER, 1999, and acknowledged execution of the above instrument on behalf of said District and City.

IN WITNESS WHEREOF, I have affixed my signature and notarial seal.

[Signature]
Notary Public
ANTHONY DeBONIS, JR.
Name Printed

My Commission Expires: 2/17/01
County of Residence: LAKE

State of Indiana)
)ss:
Lake County)

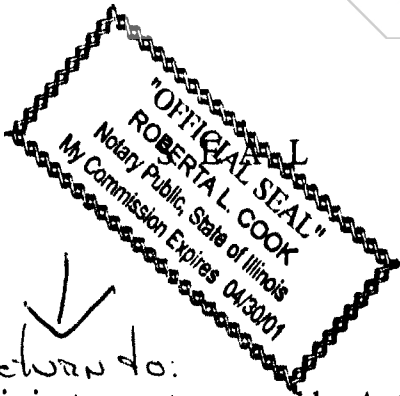
BEFORE ME, a Notary Public for said county and state appeared John H. Robison as President, Neutralysis Industries of Northwest Indiana, Inc., an Indiana Corporation, on this 2nd day of February, 2000, and acknowledged execution of the above instrument on behalf of said Corporation.

IN WITNESS WHEREOF, I have affixed my signature and notarial seal.

[Signature]
Notary Public

[Blank]
Name Printed

My Commission Expires: _____
County of Residence: _____



Return to:

This instrument prepared by Anthony DeBonis, Jr., SMITH & DeBONIS, 9696 Gordon Drive, Highland, Indiana 46322, (219) 922-1000.

jla/z/wp/sep99/neutralysis.termination



Being a parcel of land in the East Half of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian and more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 34; thence 0 degrees 05' 30" East along the East line of said East One Half, a distance of 49.50 feet; thence North 80 degrees 34' 38" West along the Southerly line of the 16.5 foot right of way of the Indiana Natural Gas and Oil Company, a distance of 165.34 feet; thence South 59 degrees 51' 00" West along the Southerly line of the 150 foot right of way of Northern Indiana Public Service Company, a distance of 186.27 feet to the point of beginning; thence South 54 degrees 36' 05" East, a distance of 318.81 feet; thence South 33 degrees 28' 22" West, a distance of 141.53 feet; thence South 9 degrees 59' 48" West, a distance of 30.31 feet; thence South 85 degrees 20' 25" West, a distance of 58.67 feet; thence South 89 degrees 49' 42" West, a distance of 419.10 feet; thence South 0 degrees 24' 21" East, a distance of 241.07 feet; thence South 89 degrees 35' 39" West, a distance of 239.99 feet; thence North 29 degrees 30' 30" West, along the Northeasterly line of the 66 foot wide right of way of the Chicago, South Shore and South Bend Railroad, a distance of 1253.52 feet; thence North 60 degrees 29' 30" East, a distance of 216.89 feet to a point of curve; thence South 54 degrees 31' 50" East along the Southwesterly line of the 50 foot wide right of way of the Indiana Harbor Belt Railroad, a distance of 435.30 feet to a point of curve; thence continuing Southeasterly along said I.H.B.R.R. right of way line being a curve concave to the Northeast and having a radius of 1457.70 feet, an arc distance of 417.26 feet; thence South 54 degrees 36' 5" East, a distance of 299.12 feet to the point of beginning, and containing 714,882 square feet (16.41 acres), more or less, all in the City of East Chicago, Indiana.



EXHIBIT A