

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission :
:
-vs- :
Resource Technology Corporation :
:
Citation to show cause for continued :
QSWEF Certification of Pontiac facility and :
to investigate compliance with the final order :
in Dockets 97-0031 through 97-0045 :
Consolidated. :

2006 MAY 19 A 10:57 AM

CHIEF CLERK'S OFFICE

02-0461

NOTICE OF WITHDRAWAL OF APPEARANCE

Resource Technology Corporation ("RTC"), by Jay A. Steinberg, not individually but solely as Chapter 7 Trustee for Resource Technology Corporation (the "Trustee"), and Arnstein & Lehr LLP as counsel for the Trustee hereby withdraw their appearance previously filed in this matter.

1. This matter involves the Pontiac, Illinois facility of the Debtor.
2. In September, 2005, Jay A. Steinberg was appointed the interim Chapter 7 Trustee for the bankruptcy estate of RTC (the "Estate"). His appointment became permanent at the 341 meeting of creditors held on November 4, 2005.
3. The Estate entered into a settlement with Chiplease, Inc. ("Chiplease"). See the Order granting the Trustee's Motion to Approve Settlement, attached as Exhibit A.
4. The settlement has closed, and the Trustee and the Estate no longer have any interest in the property at Pontiac, Illinois.

WHEREFORE, Jay A. Steinberg, not individually but solely as Chapter 7 Trustee for Resource Technology Corporation and his counsel, Arnstein & Lehr LLP, hereby withdraw their appearance in this matter.

Dated: May 18, 2006

Respectfully Submitted,

By: George P. Apostolides
One of the attorneys for Jay A. Steinberg, not
individually but solely as Chapter 7 Trustee
for Resource Technology Corporation

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EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:

RESOURCE TECHNOLOGY
CORPORATION,

Debtor.

Chapter 7
Case No. 99 B 35434

Hon. Eugene R. Wedoff

**ORDER APPROVING SETTLEMENT BETWEEN THE ESTATE OF RESOURCE
TECHNOLOGY CORPORATION AND THE GREENBLATT ENTITIES AND
GRANTING FURTHER RELIEF**

This matter coming before the Court on the motion filed by Jay A. Steinberg, not individually, but solely as the Chapter 7 Trustee (the "Chapter 7 Trustee") for the Chapter 7 estate of Resource Technology Corporation (the "Estate") for entry of an order to (i) approve a settlement agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", (Settlement Agreement") by and between the Estate and the Greenblatt Entities (defined below); (ii) authorize the conveyance, designation and abandonment of certain estate assets to Chiplase, Inc. or its designee ("Chiplase") and Scattered Corporation or its designee ("Scattered") (Chiplase and Scattered, as applicable, (collectively "Purchaser")) pursuant to the terms of the Agreements (defined below); (iii) approve a designation rights agreement in favor of Purchaser, a copy of which is attached as Exhibit "A" to the Settlement Agreement ("Designation Rights Agreement") (the Settlement Agreement and Designation Rights Agreement are jointly referred to as the "Agreements"); (iv) authorize the disbursement of \$250,000 to NEC Electric Corporation ("NEC"); and (v) approve shortened notice of this Motion (the "Settlement Motion"); the Court having afforded the Chapter 7 Trustee and all other parties in interest an opportunity to be heard, having considered the testimony provided at the hearing on these matters, and having considered the

Settlement Motion and the entire record in this proceeding to date; the Court being otherwise fully advised in the premises, and finding notice of the Settlement Motion to be sufficient under the circumstances; the Court makes the following Findings of Facts, Conclusions of Law and other determinations:

Findings of Fact and Other Determinations

A. On November 15, 1999, (the "Petition Date"), an involuntary petition for relief under Chapter 7 of the Bankruptcy Code (11 U.S.C. Section 101 et seq.) was filed against Resource Technology Corporation ("RTC" or the "Debtor"). An order for relief was entered on January 18, 2000, at which time the case was converted to one under Chapter 11. Gregg E. Szilagyi was appointed as the Chapter 11 Trustee (the "Chapter 11 Trustee").

B. The case was converted back to a Chapter 7 proceeding on September 21, 2005. The Chapter 7 Trustee was appointed as interim trustee in September 2005 and became the permanent trustee in November 2005.

C. The Debtor is in the business of capturing and converting methane landfill gas into electric energy, which the Debtor then sold to utilities like Commonwealth Edison. The Debtor operates its business at a number of landfill sites.

D. Leon Greenblatt, Chiplase, Inc. and Banco Panamericano, Inc. (collectively, the "Banco Secured Lenders") assert pre-petition and post-petition secured claims against the Estate based upon various pre-petition loan documents and post-petition debtor-in-possession loans. Based upon their loans, the Banco Secured Lenders assert a lien on certain gas rights agreements and other assets of the Estate as collateral for their loans.

E. Network Electric Corporation ("NEC") asserts a secured claim against the Estate in an amount in excess of \$43 Million relating to a borrowing facility approved by this Court on August 1, 2000. NEC asserts a first priority secured claim on certain property and assets relating to the Estate's Congress, Beecher and Pontiac landfill sites.

F. NEC also loaned the Chapter 7 Estate the sum of \$250,000 to pay for the Chapter 7 administration of the estate (the "Chapter 7 Loan"). The first recoveries by the Estate are to be paid to NEC in repayment of the Chapter 7 Loan.

G. On January 17, 2006, the Banco Secured Lenders filed an adversary proceeding against NEC entitled "Objection to Claim and Request for Determination as to the Validity and Extent of Lien of NEC." In the adversary proceeding, the Banco Secured Lenders objected to the secured administrative claim filed by NEC and request that NEC's claim be disallowed in its entirety. The Banco Secured Lenders do not contest the payment of \$250,000 to NEC as repayment of the Chapter 7 Loan.

H. Various adversary complaints were filed by the Estate against the Banco Secured Lenders and other defendants (the "Trustee's Litigation") as follows:

(i) On October 22, 2004, the Chapter 11 Trustee filed his Verified Complaint for Turnover of Property of the Estate, for Damages including Punitive Damages for Conversion of Property of the Estate, for Imposition of a Constructive Trust, and for Injunctive and Other Relief against the Banco Secured Lenders, as Adv. Pro. No. 04-03867 (the "October 2004 Complaint"). The Chapter 11 Trustee dismissed the October 2004 Complaint on February 17, 2005.

(ii) On November 16, 2004, the Chapter 11 Trustee filed his Verified Adversary Complaint for Injunctive and Declaratory Relief against the Banco Secured Lenders, Delaware Gas and Electric Inc., Scattered Corporation and Green Gas Delaware Statutory Trust incorrectly identified as Green Gas Delaware Business Trust as Adv. Pro. No. 04-04068 (the "November 2004 Complaint"). On December 30, 2004, the Court granted the Chapter 11 Trustee's Motion for Preliminary Injunctive Relief enjoining the Banco Secured Parties from taking certain actions (the "December 2004 Injunctive Relief").

(iii) On January 10, 2005, the Chapter 11 Trustee filed his Complaint for Unauthorized Postpetition Transfers against Loop Properties and Loop Properties, Inc. as Adv. Pro. No. 05-00025 (the "January 2005 Complaint").

(iv) On October 27, 2005, the Estate filed a Complaint for Breach of Fiduciary Duty, Equitable Subordination, Violation of RICO, Injunctive Relief, Turnover of Property and Other Relief against the Banco Secured Lenders, Scattered Corporation and Green Gas Delaware Business Trust (the "October 2005 Complaint") as Adv. Pro. No. 05-02521.

(v) On November 2, 2005, the Court entered an order consolidating the November 2004 Complaint and the October 2005 Complaint. On November 2, 2005, the Court entered an order granting in part the Estate's Motion for Preliminary Injunction (the "November 2005 Injunctive Relief").

(vi) On January 23, 2006, the Estate filed an Adversary Complaint for Injunctive and Declaratory Relief against the Banco Secured Parties as Adv. Pro. No. 06-00436 (the "January 2006 Complaint").

I. On December 28, 2005, this Court entered an Order approving the Estate's Motion to Approve Settlement of 506(c) Claim with the Banco Secured Lenders pursuant to Section 363 of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure (Rule 101 et.seq., the "Bankruptcy Rules"). The Court required that Arnstein & Lehr LLP, as escrowee, hold \$1.5 Million in settlement funds in escrow, pending further Order of the Court (the "506(c) Funds"). The Banco Secured Lenders filed a Motion to Reconsider the Court's approval of the 506(c) settlement, and objected to the Estate's motion for distribution of the 506(c) Funds. This Motion is still pending as of the date of this Order.

J. On January 12, 2006, this Court approved sale procedures relating to the Estate's sale of certain assets, which included landfill gas-fired Solar Turbine combustion generators and ancillary equipment including (1) the three Solar Taurus Model Units located at the Congress landfill; (2) the one Taurus Model Unit located at the Beecher landfill; and (3) the one Solar Titan Model Unit located at the Pontiac landfill, together with all books and records pertaining to said equipment, the

maintenance and operation of said equipment, spare parts and items related to said equipment (the "DTE Sale Assets") to DTE Biomass Energy, Inc. ("DTE") for \$6,000,000, or such higher offer (the "Sale").

K. On February 6, 2006, the Court conducted a hearing on the Sale. The Court authorized the Sale free and clear of all liens, claims and encumbrances, with all valid liens to attach to proceeds in the same amount, extent and priority (the "Sale Order"). The Court authorized the distribution of funds to the Chapter 7 Trustee in payment of his statutory compensation. The Court ordered that the remaining funds be held in escrow pending further Order of the Court determining the extent and priority of liens between NEC and the Banco Secured Lenders as to the DTE Sale Assets.

L. The Banco Secured Lenders filed an appeal of the Sale Order to the United States District Court (the "Sale Appeal"). On February 17, 2006, the United States District Court stayed the Sale pending the appeal.

M. On March 2, 2006, the United States District Court affirmed the Sale Order. On the same date, the Estate closed on the Sale to DTE and conveyed the DTE Sale Assets to DTE free and clear of all liens, claims and encumbrances. The Chapter 7 Trustee received the statutory compensation authorized by the Court at the closing of the Sale to DTE.

N. The Chapter 7 Trustee, on the one hand, and the Banco Secured Lenders and Scattered Corporation (collectively, the "Greenblatt Entities"), on the other hand, have decided to resolve all issues between the Estate and the Greenblatt Entities, and toward that end seek Court approval of the Settlement Agreement, approval of the Designation Rights Agreement and approval of and authorization of the conveyance, designation and abandonment of certain Estate assets to Purchaser as set forth in the Agreements, approval and authorization of releases, attached to the Settlement

Agreement as Exhibits D and E (the "Releases") and the dismissal of various causes of action and the granting of other relief, pursuant to Sections 105, 363, 365 and 554 of the Bankruptcy Code and Rule 9019 of the Bankruptcy Rules.

O. The terms of the Agreements are supported by sound business reasons and are consistent with fundamental policies of the Bankruptcy Code. Approval of the Agreements will serve to benefit the Estate. This Court has discretion to authorize and approve the Agreements and the other relief granted herein.

P. The settlement as set forth in the Settlement Agreement, sale of assets as set forth in the Settlement Agreement and the transfer and conveyance of certain Designation Rights as defined in the Designation Rights Agreement ("Designation Rights") to Purchaser and the Releases are each a reasonable and valid exercise of the Estate's business judgment and is otherwise appropriate under Sections 363 and 365 of the Bankruptcy Code.

Q. The Agreements were negotiated, proposed and entered into by the Estate and the Greenblatt Entities, respectively at arms length and in good faith and without collusion. The Purchaser, as defined herein, is a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code and entitled to all of the protections afforded by said provision

R. The consideration provided pursuant to the Agreements is fair and reasonable.

S. The Estate makes no representations or warranties with respect to the Designation Rights (Paragraph 14) causes of action (Paragraph 20) and equipment, inventory, supplies, work in progress and general intangibles (Paragraph 13). Specifically, the Estate makes no representations or warranties whether (i) any of the Contracts, as defined herein, which may be designated, are executory in nature; (ii) any

of the Contracts are unexpired or expired; (iii) whether the Contracts are assumable; (iv) whether the Estate owns or has any interest in any of the Contracts or other assets conveyed or that may be designated under the Agreements and pursuant to this Order.

T. All objections to the Settlement Motion have been overruled or withdrawn.

U. This Court shall retain jurisdiction to enforce this Order.

Conclusions of Law and Other Determinations

1. This Court has core jurisdiction to enter a final Order with respect to the Settlement Motion and all of the relief requested thereby pursuant to 28 U.S.C. §§ 157(b)(A), (M), (N) and (O). This Court has exclusive jurisdiction over the Debtor's property and property of the Estate, wherever located, pursuant to 28 U.S.C. § 1334(d).

2. Due and proper notice of the hearing on the Settlement Motion has been given to all parties in interest as required by Sections 105(a), 363(b), 365(a) and 554 of the Bankruptcy Code and Rules 2002(a)(2), 2002(c)(f), 2002(d), 6004, 6006 and 6007 of the Bankruptcy Rules.

3. This Court has statutory authority to grant the relief in the Settlement Motion pursuant to Sections 105(a), 363, 365 and 554 of the Bankruptcy Code.

4. Good business reasons justify granting the relief requested in the Settlement Motion. Therefore, Chapter 7 Trustee shall be and hereby is authorized to enter into the Agreements on behalf of the Estate and to take such actions necessary to effectuate the Agreements as being in the best interest of the Estate and its creditors.

5. Permits issued to RTC for the operation of its business ("Permits"), which the Chapter 7 Trustee on behalf of the Estate seeks to abandon, are burdensome to

the Estate, and are of inconsequential value and benefit to the Estate. Further, the abandonment of the Permits is in the best interest of the estate.

6. This Court will retain jurisdiction over the subject matters of this Order, the Agreements and the Settlement Motion, as well as the parties that have appeared with respect to the Settlement Motion, to enforce, interpret and enter supplemental orders with respect to the subject matter of this Order and the Settlement Motion.

Decretal Provisions

Based on the foregoing Findings of Fact, Conclusions of Law and Other Determinations,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

7. To the extent set forth in this Order, the relief requested in the Settlement Motion is herewith granted.

8. The terms and provisions of the Settlement Agreement are approved in their entirety.

9. The terms and provisions of the Designation Rights Agreement are approved in their entirety.

10. In the event of any inconsistency between the Agreements and this Order, this Order shall be controlling unless this Order specifically states that one of the Agreements is controlling.

11. The Chapter 7 Trustee is herewith authorized to execute and deliver all documents on behalf of the Estate, as may be reasonably necessary to consummate

and effectuate the Agreements in a manner consistent with and not in violation of the terms of this Order.

12. The Chapter 7 Trustee on behalf of the Estate and the Greenblatt Entities are herewith authorized and directed to take all actions that may reasonably be required for the purpose of consummating and implementing the Settlement.

13. Pursuant to Section 363 of the Bankruptcy Code, the Estate is authorized to sell, transfer and convey to the Purchaser the assets (including causes of action) to be conveyed as set forth in Paragraphs 4, 5 and 8 of the Settlement Agreement. Such assets are sold, transferred and conveyed free and clear of all liens, claims and encumbrances, with the exception of Permitted Liens. Permitted Liens are all liens that are asserted by the Greenblatt Entities. Any potential Defendant that has a counterclaim, to any cause of action herein conveyed, shall maintain the right to assert that counterclaim, as a set-off up to the amount of the claim.

14. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Estate is authorized to transfer and convey all of its right, title and interest, if any, in all contracts, executory or otherwise, including any alleged executory contracts listed on Exhibit "C" to the Settlement Agreement, ("Contracts"), to the Purchaser consistent with the terms of the Designation Rights Agreement. The conveyance of Designation Rights shall be effective on the closing date of the Settlement Agreement (the "Effective Date"). Upon the Effective Date, Purchaser shall have the sole, exclusive and continuing right to designate (on one or more occasions), to the same extent and validity as the Estate had at the Effective Date, (i) which Contracts shall be assumed and assigned; and (ii) which Contracts shall be rejected pursuant to the terms of the Designation Rights

Agreement. The Purchaser shall not have the right to designate any Contract that has previously been terminated by a final non-appealable Court Order or if the Estate believes in good faith that a particular designation will result in the Estate being subject to sanctions pursuant the Fed. R. Bankr. P. 9011 or allegations of bad faith, but the Purchaser shall have the right to petition the Court to compel the Trustee to comply with the Purchaser's direction to designate. The conveyance of the Designation Rights shall be free and clear of all liens, claims and encumbrances, with the exception of Cure Costs, as such term is defined in the Designation Rights Agreement and Permitted Liens. In accordance with the Designation Rights Agreement, the Purchaser shall remain obligated to cure any defaults under any Contract affected thereunder, including without limitation, Cure Costs, and provide adequate assurance of future performance, pursuant to the terms of the Designation Rights Agreement. The Estate shall not be liable for Cure Costs or for adequate assurance of future performance costs or any obligations or damage claims under the Contracts, or for any other claims which may arise as a result of the entry into or operation of the Designation Rights Agreement. Purchaser shall pay all costs and expenses incurred in the preparation, presentation and trial, if necessary, related to all actions required of the Estate pursuant to the Designation Rights Agreement.

15. The provisions of Paragraph S of this Order, contained in the Findings of Fact and Other Determinations, are hereby Ordered and approved.

16. Each Purchaser is a good faith purchaser pursuant to the terms of Section 363(m) of the Bankruptcy Code. The Purchaser negotiated the terms of the sale of assets at arms length and in good faith. The Purchaser did not seek or take unfair advantage over any other prospective bidder. Further, neither the Chapter 7 Trustee,

nor his employees, attorneys, agents or representatives have colluded with either Purchaser or their respective officers, employees, attorneys, agents or representatives, or in any manner whatsoever violated the provisions of Section 363(n) of the Bankruptcy Code.

17. The Greenblatt Entities reserve the right to assert that any extension or renewal option in a Contract which purports to be "personal" only to the Estate or to be exercisable only by the Estate is an unenforceable restriction on assignment within in the meaning of Section 365(f) and (l) of the Bankruptcy Code and, in fact, may be freely exercised by Purchaser to its full extent, without prejudice to any affected party asserting a contrary position.

18. The Purchaser shall have no successor liability or other liability for any of the Estate's employee obligations.

19. Pursuant to Section 554 of the Bankruptcy Code, the Chapter 7 Trustee's abandonment of the Permits is hereby approved, and the Permits are deemed abandoned as of the Effective Date. By agreement, the Estate, the Greenblatt Entities and the People of the State of Illinois will not assert or pursue any causes of action that remain in the pending adversary proceeding known as *People of the State of Illinois and Stryker International, Inc. v. Resource Technology Corporation*, Adversary Proceeding No. 00 A 1143, or with relation to any matters relating to the Stryker International, Inc. bankruptcy estate. In addition, the State of Illinois will not file or assert any environmental claims against the Estate.

20. Notwithstanding anything to the contrary in the Agreement or in this Order, the Estate and the Greenblatt Entities, including Chiplease, as the purchaser of the

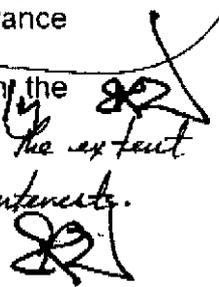
Estate's assets located in Shelton, Connecticut, and any designee or assignee of the Greenblatt Entities, will not assert or pursue any causes of action against Connecticut Resources Recovery Authority ("CRRA") or relating to the Shelton, Connecticut landfill site, including, without limitation, any causes of action asserted in the adversary proceeding pending in this Court known as Resource Technology Corporation v. Connecticut Resources Recovery Authority, No. 00 A 0150 (the "CRRA Adversary") and any request for reconsideration, appeal or review from the judgment entered in the U.S. District Court case known as Resource Technology Corporation v. Connecticut Resources Recovery Authority, No. 05 C 4535 (the "CRRA Appeal"). In addition, no claim, cause of action or right of review or appeal against CRRA or relating to the Shelton, Connecticut landfill site and no contract with CRRA or relating to the Shelton, Connecticut landfill site will be included in any transfer or assignment authorized under this Order or in the Agreement. Also, the Shelton, Connecticut site and all contracts with CRRA or relating to the Shelton, Connecticut site will be excluded from Schedule A and Exhibit C to the Settlement Agreement and will be excluded from the Designation Rights Agreement and will be excluded from the contracts as to which the Estate seeks an extension of time to assume or reject. CRRA withdraws its Chapter 7 administrative claim against the Estate and will not file or assert any other Chapter 7 administrative claim against the Estate. However, CRRA preserves its Chapter 11 administrative claim and its pre-bankruptcy claims against the Estate. Notwithstanding the foregoing, the Greenblatt Entities do not waive any lien rights held by them or the right to enforce

the same. *In addition, notwithstanding any language in this Order transferring assets free and clear of liens, claims and encumbrances, CRRA preserves its existing liens, if any.*

21. Pursuant to Section 363 of the Bankruptcy Code, the Estate's conveyance

of the Estate's right, title and interest, if any, in and to causes of action with the

and interests in any of the Estate's assets located in Shelton, Connecticut, ^{only} to the extent they have priority over any or all of the Greenblatt Entities' existing liens or interests.



exception of Excluded Causes of Action, is approved. Excluded Causes of Action include, specifically, the Estate's rights, if any, in (i) the Estate's causes of action against NEC, if any; the Estate's causes of action in adversary No. 00 A 1143, as described in Paragraph 19 above, or with relation to any matters relating to the Stryker International, Inc. bankruptcy estate; and the Estate's causes of action, if any, against CRRA (as defined in paragraph 20) or relating to the Shelton, Connecticut landfill, including without limitation, any claim asserted in the CRRA Adversary or any request for reconsideration, appeal or review of the judgment entered in the CRRA Appeal; (ii) preference or fraudulent transfer causes of action arising pursuant to Sections 502(d), 544, 545, 546, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, or arising pursuant to state law fraudulent transfers; (iii) ~~causes of action relating to the disgorgement or recovery of any disbursements made to professionals during the Chapter 11 or Chapter 7 cases including without limitation the Chapter 7 and/or Chapter 11 Trustee's statutory compensation and the Chapter 7 and/or Chapter 11 Trustee's professional fees or other expenses paid during the pendency of the Bankruptcy Case;~~ *disgorgement rights* ~~and (iv) any causes of action against the Chapter 11 or Chapter 7 Trustees or their professionals. The Estate retains and does not convey to Chiplease or any other party the Excluded Causes of Action.~~ *ERL* *ERL*

22. The Chapter 7 Trustee on behalf of the Estate is authorized to execute the Releases. The Releases shall be effective only upon the Closing Date, as such term is defined in Paragraph 12 of the Settlement Agreement.

23. As more fully set forth in Paragraph 11 of the Settlement Agreement: (i) the Purchaser shall deposit the sum of \$500,000.00 to be held in escrow by its counsel, Dykema Gossett PLLC, for the payment of all unpaid Chapter 7 operating expenses

above \$150,000.00 and any expenses incurred while the Estate continues to operate the Debtor's business; (ii) Chiplease and, to the extent necessary, any of the Greenblatt Entities, waive any interest in the 506(c) Funds and, by the entry of this Order, consent to the payment of the 506(c) Funds by Arnstein & Lehr LLP as escrowee to Jay A. Steinberg, not individually but solely as Chapter 7 Trustee of the Estate of Resource Technology Corporation; (iii) Chiplease shall pay the sum of \$275,000.00 to Jay A. Steinberg, not individually but solely as Chapter 7 Trustee of the Estate of Resource Technology Corporation, and the Banco Secured Lenders waive any right to a distribution from such funds; (iv) Chiplease shall pay 20% of any recovery (net of attorney's fees and costs) on any cause of action conveyed hereunder; (v) all parties receiving a release from the Estate pursuant to the Settlement Agreement shall not file a Chapter 7 claim and shall not receive a distribution on any Chapter 7 claim they may have; (vi) any party receiving a release from the Estate pursuant to the Settlement Agreement shall maintain any Chapter 11 claim that it may own, and in the case of a claim purchased from a third party, the distribution relating thereto shall be limited to the amount paid for the claim, and specifically the claim purchased from Aquila Energy Capital Corporation and other entities shall be limited to \$7,000,000.00 (notwithstanding the foregoing, no claim purchased after February 1, 2006 shall be entitled to a distribution); (vii) in no event do the Banco Secured Lenders otherwise waive their claims, liens or debt, but the Banco Secured Lenders waive the right to receive any Chapter 7 distribution, and the Banco Secured Lenders agree that they will not pursue any claims or remedies against the Chapter 7 Trustee or his professionals; (viii) the Parties shall execute and exchange the releases attached as Exhibits D and E to the Settlement Agreement; and (ix) the Purchaser and the Estate shall execute the

documents required and perform the acts required to finalize the settlement pursuant to the terms of the Settlement Agreement and the Designation Rights Agreement.

24. The Estate is authorized to pay the Chapter 7 Loan to NEC upon receipt of the 506(c) Funds or the \$275,000 payment by Chiplease, Inc.

25. If Purchaser determines that it will remove any property from a landfill for which the gas rights agreement has not been assigned to it, Purchaser agrees to give not less than 5 days notice in writing to the landfill owner at the last known address available to Purchaser of the intended removal and further agrees to advise the landfill owner as to the removal of such property. If no agreement is reached, either party has the right to petition this Court for resolution of the dispute.

26. The lien of NEC, if any, shall attach to the proceeds of the Settlement Agreement, subject to the payment of all costs of administration of the Estate. A subsequent hearing will be held to determine the validity, priority and amount, if any, of the NEC lien. Nothing in this order shall create for or provide to NEC lien rights other than those that previously existed.

27. This Court retains jurisdiction over:

- A. the Agreements;
- B. the determination of any dispute or controversies arising in connection with the Agreements; and
- C. the determination of any dispute relating to the enforcement and interpretation of the terms and conditions of this Order or the Agreements.

28. This Order is intended to be final and immediately effective when docketed by the clerk of this Court, pursuant to Fed. R. Bankr. P. 7062, made applicable by Fed. R. Bankr. P. 6004, 6006 and 9014

29. To the extent any Finding of Fact is determined to be a Conclusion of Law, and to the extent any Conclusion of Law is determined to be a Finding of Fact, then each such Finding of Fact is incorporated into this Court's Conclusions of Law, and each such Conclusion of Law is incorporated into this Court's Findings of Fact.

Dated: March 16, 2006

ENTERED FOR THE COURT:


United States Bankruptcy Judge



SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on March 14, 2006, between the Estate of Resource Technology Corporation (the "Estate"), on the one hand, and Chiplase, Inc. ("Chiplase"), Leon Greenblatt ("Greenblatt"), Banco Panamericano, Inc. ("Banco") and Scattered Corporation ("Scattered") (Chiplase, Greenblatt, Banco and Scattered collectively referred to as the "Greenblatt Entities") on the other hand. The Estate and the Greenblatt Entities collectively referred to in this Settlement Agreement as the "Parties".

RECITALS

WHEREAS, a bankruptcy case (the "Bankruptcy Case") was commenced on November 15, 1999, when an involuntary petition was filed against Resource Technology Corporation ("RTC" or "Debtor"). On February 1, 2000, a consensual Order of Relief and Order Converting the Bankruptcy Case to a case under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101 et.seq. (the "Bankruptcy Code") became effective;

WHEREAS, on August 26, 2003, Gregg E. Szilagyi was appointed as the Chapter 11 Trustee ("Chapter 11 Trustee");

WHEREAS, on September 21, 2005, the United States Bankruptcy Court, Northern District of Illinois, Eastern Division (the "Court") entered an order converting the case to a case under Chapter 7 of the Bankruptcy Code. Thereafter, Jay A. Steinberg, not individually but as Chapter 7 Trustee (the "Chapter 7 Trustee") was appointed as the Chapter 7 trustee for the Estate;

WHEREAS, it is the intention of the Parties that any reference to an order shall mean an order entered by the Court ("Order");

WHEREAS, Greenblatt, Chiplase and Banco (collectively, the "Banco Secured Lenders") assert pre-petition and post-petition secured claims against the Estate based upon various pre-petition loan documents and post-petition debtor in possession loan documents. Based upon their loans, the Banco Secured Lenders assert a lien on certain gas rights agreements and other assets of the Estate as collateral for their loans;

WHEREAS, Network Electric Corporation ("NEC") asserts a secured claim against the Estate in an amount in excess of \$43 Million relating to a borrowing facility approved by this Court on August 1, 2000. NEC asserts a first priority secured claim on certain property and assets relating to the Estate's Congress, Beecher and Pontiac landfill sites.;

WHEREAS, NEC loaned the Chapter 7 Estate the sum of \$250,000 to pay for the Chapter 7 administrative expenses of the Estate (the "Chapter 7 Loan"). Pursuant to an order entered in the Bankruptcy Case, the first recoveries by the Estate must be paid to NEC in repayment of the Chapter 7 Loan;

WHEREAS, on January 17, 2006, the Banco Secured Lenders filed an adversary proceeding against NEC entitled "Objection to Claim and Request for Determination as to the Validity and Extent of Lien of NEC." In the adversary proceeding, the Banco Secured Lenders

objected to the secured administrative claim filed by NEC and request that NEC's claim be *disallowed in its entirety*. The Banco Secured Lenders do not contest the payment of \$250,000 to NEC as repayment of NEC's loan to the Chapter 7 Estate;

WHEREAS, during the course of the Bankruptcy Case, the Chapter 11 Trustee and/or the Chapter 7 Trustee filed adversary complaints against one or more of the Greenblatt Entities and others as follows:

(i) On October 22, 2004, the Chapter 11 Trustee filed his Verified Complaint for Turnover of Property of the Estate, for Damages including Punitive Damages for Conversion of Property of the Estate, for Imposition of a Constructive Trust, and for Injunctive and Other Relief against the Banco Secured Lenders as Adv. Pro. No. 04-03867 (the "October 2004 Complaint"). The Chapter 11 Trustee dismissed the October 2004 Complaint on February 17, 2005;

(ii) On November 16, 2004, the Chapter 11 Trustee filed his Verified Adversary Complaint for Injunctive and Declaratory Relief against the Banco Secured Lenders, Delaware Gas and Electric Inc., Scattered Corporation and Green Gas Delaware Business Trust as Adv. Pro. No. 04-04068 (the "November 2004 Complaint");

(iii) On January 10, 2005, the Chapter 11 Trustee filed his Complaint for Unauthorized Postpetition Transfers against Loop Properties and Loop Properties, Inc. as Adv. Pro. No. 05-00025 (the "January 2005 Complaint");

(iv) On December 30, 2004, the Court granted the Chapter 11 Trustee's Motion for Preliminary Injunctive Relief enjoining the Banco Secured Parties from taking certain actions (the "December 2004 Injunctive Relief");

(v) On October 27, 2005, the Estate filed a Complaint for Breach of Fiduciary Duty, Equitable Subordination, Violation of RICO, Injunctive Relief, Turnover of Property and Other Relief against the Banco Secured Lenders, Scattered Corporation and Green Gas Delaware Business Trust as Adv. Pro. No. 05-02521 (the "October 2005 Complaint");

(vi) On November 2, 2005, the Court entered an order consolidating the November 2004 Complaint and the October 2005 Complaint;

(vii) On November 2, 2005, the Court entered an order granting in part the Estate's Motion for Preliminary Injunction (the "November 2005 Injunctive Relief");

(viii) On January 23, 2006, the Estate filed an Adversary Complaint for Injunctive and Declaratory Relief against the Banco Secured Parties as Adv. Pro. No. 06-00436 (the "January 2006 Complaint")

The October 2004 Complaint, the November 2004 Complaint, the January 2005 Complaint, the December 2004 Injunctive Relief, the October 2005 Complaint, November 2005 Injunctive Relief, and the January 2006 Complaint are hereinafter collectively referred to as the "Trustee Litigation";

WHEREAS, on December 28, 2005, the Court entered an Order approving the Estate's Motion to Approve Settlement of §506(c) Claim with the Banco Secured Lenders (the "506(c) Settlement"). The Court required that Arnstein & Lehr LLP, as escrowee, hold \$1.5 million in settlement funds (the "506(c) Funds") in escrow, pending further Order;

WHEREAS, the Estate moved for an Order requiring that the escrowed funds be transferred to the Estate. The Banco Secured Lenders filed a Motion to Reconsider the Court's approval of the 506(c) Settlement, and objected to the Estate's motion for distribution of funds. Both the Banco Secured Lenders' Motion to Reconsider and the Estate's Motion for Distribution of Funds remain on the Court's docket and have been continued from time to time;

WHEREAS, on January 12, 2006, the Court approved sale procedures relating to the Estate's sale ("Sale") of certain assets (the "DTE Sale Assets"), which included landfill gas-fired Solar Turbine combustion generators and ancillary equipment including (1) the three Solar Taurus Model Units located at the Congress landfill; (2) the one Taurus Model Unit located at the Beecher landfill; and (3) the one Solar Titan Model Unit located at the Pontiac landfill, together with all books and records pertaining to said equipment, the maintenance and operation of said equipment, spare parts and items related to said equipment to DTE Biomass Energy, Inc. ("DTE") for \$6,000,000, or such higher offer;

WHEREAS, on February 6, 2006, the Court entered an Order (the "DTE Sale Order") authorizing the Sale of the Sale Assets to DTE free and clear of all liens, claims and encumbrances, with all valid liens to attach to proceeds in the same amount, extent and priority. The Court authorized the distribution of Sale proceeds to the Chapter 7 Trustee in payment of his statutory compensation. The Court ordered that the remaining funds be held in escrow pending further Order determining the extent and priority of liens between NEC and the Banco Secured Lenders as to the Sale Assets;

WHEREAS, the Banco Secured Lenders filed an appeal of the DTE Sale Order (the "Sale Appeal") with the United States District Court (the "District Court"). On February 14, 2006, the District Court stayed the Sale pending the appeal;

WHEREAS, on March 2, 2006, the District Court affirmed the DTE Sale Order. On the same date, the Estate closed on the Sale to DTE and conveyed the Sale Assets to DTE free and clear of all liens, claims and encumbrances. The Chapter 7 Trustee received the statutory compensation authorized by the Court at closing of the DTE Sale;

WHEREAS, the deadline for the Estate to assume or reject executory contracts and/or unexpired leases of real property (collectively, "Executory Contracts"), if any, has been extended pursuant to Orders entered from time to time through February 28, 2006;

WHEREAS, the Estate has filed a Fifth Motion Seeking to Extend the Time to Assume or Reject Contracts until April 28, 2006 for presentment on February 28, 2006. The Estate has also filed a Motion to Extend the Time to Assume or Reject Certain Contracts (namely, the Executory Contracts relating to the Estate's Congress, Corpus Christi and Columbus landfill sites) through April 28, 2006 for presentment on February 28, 2006. Those motions and all other matters

before the Court on February 28, 2006 were entered and have been continued for hearing on March 14, 2006;

WHEREAS, the lessors to the Executory Contracts have retained their rights to assert that the Executory Contracts have been previously rejected or terminated;

WHEREAS, one of the Executory Contracts is an Amended and Restated Agreement for Construction and Operation of Gas Collection Facility and Gas-To-Electric Plant dated December 2, 1997 between Congress Development Company and RTC, and later amended by the First Amendment to Amended and Restated Agreement for Construction and Operation of Gas Collection Facility and Gas-to-Electric Plant" executed June 30, 1999 and further amended by a certain side-letter agreement dated July 1, 1999 (collectively, the "Congress Agreement");

WHEREAS, one of the Executory Contracts is an Agreement dated December 27, 1995 between RTC and American Disposal Services, Inc. ("ADS") relating to certain gas collection facilities and certain gas to energy facilities including the Pontiac facility ("ADS Agreement"). The ADS Agreement as it relates to Pontiac Illinois was previously assumed by the Chapter 11 Trustee;

WHEREAS, one of the Executory Contracts is an Agreement between American Grading Company ("AGC") and RTC dated December 27, 1995 (the "American Grading Agreement");

WHEREAS, the Banco Secured Lenders assert that John Connolly, as President of RTC, was authorized to and delivered to AGC a proper Notice of Extension of the American Grading Agreement extending the term of the American Grading Agreement;

WHEREAS, the Estate is seeking to abandon its right, title and interest, if any, in permits issued to RTC for the operation of its business ("Permits"), as the Estate maintains that the Permits have inconsequential value to the Estate and are burdensome to the Estate;

WHEREAS, Scattered purchased the note and security interest of Aquila Energy Capital Corporation in and to the assets relating to Estate's Pontiac facility;

WHEREAS, the Estate lacks sufficient resources to assume any Executory Contracts or to satisfy the costs of administration of the Chapter 7 Estate that are currently estimated to be approximately \$250,000 to \$400,000 based upon the information and analysis of the Chapter 7 Trustee and John Connolly. Further the Estate lacks sufficient resources to pursue adequately the Trustee Litigation due to the elimination of the monthly payment, of approximately \$40,000.00, from the operations of the Pontiac Facility that the Estate was receiving before Aquila sold its note and security interest.

WHEREAS, the Estate and the Greenblatt Entities have engaged in substantial good faith negotiations in an effort to resolve the many disputes between the Parties including without limitation, (i) the Trustee Litigation, (ii) the Banco Secured Lenders' Motion to Reconsider the approval of the 506(c) Settlement; (iii) the Banco Secured Lenders' objection to the distribution of the 506(c) Funds to the Estate; and (iv) the Banco Secured Lender's objection to the Estate's rejection of Executory Contracts;

WHEREAS, in conjunction with this Agreement, the Estate, on the one hand, and Chiplease, Scattered, and their respective designees, on the other hand, wish to enter into a Designation Rights Agreement, in the form attached hereto as Exhibit A (the "Designation Rights Agreement"); and

WHEREAS, the Estate and the Greenblatt Entities wish to settle their differences under and pursuant to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and subject to approval of the Court, the Parties hereby agree as follows.

AGREEMENT

1. **Recitals Incorporated Into Agreement.** The Recitals set forth above are incorporated herein by reference.

2. **Effective Date.** This Settlement Agreement shall become effective (the "Effective Date") upon the entry of a final nonappealable Order approving this Settlement Agreement including all of its exhibits, the form of which has been mutually agreed to by the Estate and the Greenblatt Entities (the "Approval Order"). The Parties specifically agree that the form of Order attached hereto as Exhibit B has been agreed to by them. The Parties further agree that following the hearing on this Settlement Agreement, the Parties reserve the right to revise the Order attached hereto as Exhibit B to conform to the proofs.

3. **The Sale Appeal and NEC Claim Litigation.** The Sale and the Banco Secured Lenders' right to prosecute the Sale Appeal including the asserted right to credit bid, the Banco Secured Lenders' assertion of a secured claim, the objection to NEC's secured claim including the NEC Claim Litigation are unaffected by this Settlement Agreement. Nothing in this Settlement Agreement shall be interpreted as an impediment to the Banco Secured Lenders or a waiver of any claims or lien rights that may be necessary to prosecute or provide standing to continue the NEC Claim Litigation. Nothing in this Settlement Agreement shall be interpreted as an impediment to NEC asserting any claim or counterclaim in that litigation that NEC would have had but for this Settlement Agreement. The Estate will continue in its efforts to finalize the Sale.

4. **The Estate's Conveyance of Assets.** With regard to contracts including Executory Contracts and assets listed in this Section 4, on the Closing Date, as defined in paragraph 12 of this Agreement, the Estate shall either convey designation rights to Executory Contracts (if any), assign nonexecutory contracts (if any) with the assignee having the right and opportunity to cure any defaults, and provide any necessary adequate assurance of future performance, or sell, transfer and convey all other assets (if any), all in conformance with the requirement of the Bankruptcy Code:

(i) the Estate shall sell, transfer and convey to Chiplease or its designee all of the Estate's right, title and interest, if any, in the Congress Agreement and any gas rights agreement or other agreements relating to the Hillside Illinois facility or arising as a result of the Congress Agreement in accordance with the terms of this Settlement Agreement;

(ii) the Estate shall sell, transfer and convey to Chiplease or its designee all of the Estate's right, title and interest, if any, in all equipment, inventory, supplies, work in process, general intangibles and causes of action ("Equipment") related to the Congress site and/or located in Hillside Illinois, except that the Estate does not convey to Chiplease or its designee any Equipment conveyed to or which the Estate has agreed to convey to DTE;

(iii) the Estate shall sell, transfer and convey to Scattered or its designee all of the Estate's right, title and interest, if any, in the ADS Agreement and any gas rights agreement or other agreements relating to the facilities that are the subject of the ADS Agreement or arising as a result of the ADS Agreement in accordance with the terms of this Settlement Agreement;

(iv) the Estate shall sell, transfer and convey to Scattered all of the Estate's right, title and interest, if any, in all Equipment related to the ADS Agreement and/or located in or related to the facilities in Pontiac Illinois, Wyandot Ohio, Clarion Pennsylvania and Wheatland Kansas;

(v) the Estate shall sell, transfer and convey Chiplease or its designee all of the Estate's right, title and interest, if any, in the American Grading Agreement and any gas rights agreement or other agreements relating to McCook facility or arising as a result of the American Grading Agreement in accordance with the terms of this Settlement Agreement;

(vi) the Estate shall sell, transfer and convey to Chiplease or its designee all of the Estate's right, title and interest, if any, in all Equipment related to the American Grading Agreement (including without limitation, five generators) and/or located in Lyons Illinois; and

(vii) the Estate shall sell, transfer and convey Chiplease or its designee all of the Estate's right, title and interest, if any, in all contracts including but in no way limited to all executory contracts, which shall include any landfill agreements and gas rights agreements to which RTC is a party, to which the Estate has sought an extension of time to assume or reject as listed on Exhibit C, pursuant to the terms of the Designation Rights Agreement. The Estate shall sell, transfer and convey all of the Estate's right, title and interest, if any, to all of the Estate's personal property including but not limited to furniture, fixtures and all Equipment at or related to all facilities, contracts and sites not mentioned above, as listed on the attached Schedule A, including but not limited to the contracts set forth in Exhibit C, but specifically excluding the Estate's interest in any contracts regarding the Beecher, Illinois and Paxton, Illinois sites.

(viii) Nothing herein shall be construed to excuse either Chiplease or its designee or Scattered Corporation from the obligations, if any, to comply with the provisions relating to assumption and assignment provided under Section 365 of the Bankruptcy Code and any sale, transfer and conveyance of rights under an Executory Contract shall be conditioned on and subject to the terms and conditions contained in the Designation Rights Agreement. In the event that the Chapter 11 Trustee has previously assumed an Executory Contract, prior to assignment to Chiplease or its designee or Scattered or its designee, it shall be a requirement of any assignment that the Chapter 7 Trustee, at the sole cost and liability of the designating party, cure or provide adequate assurance that any default will be promptly cured and compensate or provide adequate assurance that any nondebtor party to an Executory Contract will be promptly compensated for any actual pecuniary loss to such party resulting from any default. In all events, the designating party shall provide adequate assurance of future performance by the designating

party of such Executory Contract, whether or not there has been a default in such contract or lease. The Estate makes no representations or warranties with respect to extent and validity of the Estate's right, title and interest, if any, in any of the foregoing assets, or whether such assets exist.

5. **Designation Rights.** On the Closing Date, the Estate shall sell, transfer and convey to Chiplease, Scattered or their respective designees all of the Estate's rights, if any, to assume, assign and/or reject all Executory Contracts (collectively, "Designation Rights") pursuant to the terms of a Designation Rights Agreement to be entered into between the Estate and Chiplease, Scattered or their respective designees. On the Closing Date, Chiplease, Scattered or their respective designees shall have the sole, exclusive and continuing right to designate (on one or more occasions) through the Designation Period (defined in the Designation Agreement), to the same extent and validity as the Estate had on the Closing Date, (i) which Executory Contracts shall be assumed and assigned; and (ii) which Executory Contracts shall be rejected. As part of the Designation Rights Agreement, the Estate shall bear no liability for Cure Costs, as that term is defined in the Designation Rights Agreement, for costs, if any, related to adequate assurance of future performance, or for any obligations or damages under any contract conveyed under this Agreement or subsequent to such conveyance. Chiplease or its designee or Scattered or its designee, as the case may be, shall pay all reasonable costs and expenses incurred in the preparation, presentation and trial, if necessary, related to all actions required of the Estate pursuant to the Designation Rights Agreement.

6. **Extension of Time to Assume or Reject Executory Contracts.** The Estate has sought an extension of time to assume or reject Executory Contracts beyond the current February 28, 2006. As a material term of this Agreement, the Court must enter an order extending such time to April 28, 2006. The Chapter 7 Trustee makes no representations or warranties with respect to extent and validity of the Estate's right, title and interest in any of Executory Contracts, or whether any of Executory Contracts are assumable or assignable.

7. **Abandonment of Permits.** The Estate shall seek Court approval for the abandonment of Permits. The Estate's abandonment of the Permits shall be deemed effective as of the Closing Date.

8. **Estate's Conveyance of Certain Causes of Action.** On the Closing Date, the Estate shall sell, transfer and convey to Chiplease or its designee all of the Estate's right, title and interest, if any, in all of the Estate's causes of action, except that the Estate shall not convey and the Estate shall retain its rights, if any, in (i) the Estate's causes of action against NEC, if any; (ii) the Estate's cause of action in *People of the State of Illinois and Stryker International, Inc. v. RTC*, Adversary Proceeding No. 00 A 1143 (iii) preference or fraudulent transfer causes of action arising pursuant to 11 U.S.C. §502(d), 544, 545, 546, 547, 548, 549, 550, 551 and 553, or arising pursuant to state law fraudulent transfers; (iv) causes of action relating to the disgorgement or recovery of any disbursements made to professionals during the Chapter 11 or Chapter 7 cases including without limitation the Chapter 7 and/or Chapter 11 Trustee's statutory compensation and the Chapter 7 and/or Chapter 11 Trustee's professional fees or other expenses paid during the pendency of the Bankruptcy Case; and (v) any causes of action against the Chapter 11 or Chapter 7 Trustees or their professionals. The Estate retains and does not convey to Chiplease or its designee or any other party the above-referenced excluded causes of action.

9. **Release.** On the Closing Date, the Parties shall execute the Releases attached hereto as Exhibits D and E (the "Releases"). The terms of the Releases are specifically incorporated herein.

10. **The Trustee's Litigation and Objection to Banco Secured Lenders' Claims.** The Estate shall withdraw all objections to the claims filed by the Banco Secured Lenders or any claims purchased by any of the Banco Secured Lenders or Scattered Corporation. In addition, the Estate shall seek dismissal with prejudice of each of the adversary proceedings defined as the "Trustee Litigation". In the event that the "Trustee Litigation" is not dismissed with prejudice, the Banco Secured Lenders may terminate this Agreement without liability for breach and the parties shall return to the status quo ante.

11. **Consideration.** Chiplase for itself and on behalf of the other Banco Secured Lenders shall pay to the Estate the following consideration:

(i) Chiplase shall pay all unpaid Chapter 7 operating expenses above \$150,000 and any expenses incurred while the Estate continues to operate the Debtor's business ("Expenses"). The Estate shall pay the first \$150,000 of these expenses. On or before the Closing Date, Chiplase shall deliver to its counsel, Dykema Gossett PLLC the sum of \$500,000.00 to be used to pay the Expenses ("Adequate Security"). After the Estate has paid a total of \$150,000 in Chapter 7 Expenses, Chiplase will be requested to pay all additional Chapter 7 operating expenses. The Chapter 7 Trustee shall advise Chiplase in writing of Chiplase's obligation to pay one or more Expenses (the "Expense Request"). Chiplase shall have seven (7) days from receipt of the Expense Request to either pay the Estate sufficient funds to fully satisfy the Expense Request, or to dispute the payment of the Requested Expenses in writing ("Expense Dispute"). If Chiplase fails to make a timely Expense Dispute, the Expense Request will be deemed allowed and Chiplase will be required to pay it. If an Expense Dispute is timely made, the Estate shall have ten (10) days from the receipt of the Expense Dispute to seek to have the Expense Request allowed or disallowed by the Court (the "Expense Motion"). In the event that the Estate does not file an Expense Motion within the ten (10) day period, Chiplase shall be granted standing for the limited purpose of seeking to have the Expense Request disallowed;

(a) The term "Chapter 7 operating expenses" shall not include the Chapter 7 Loan or any Chapter 7 Trustee's fees or expenses or any professional fees and expenses, which the Estate shall pay from the Estate's assets including but not limited to the consideration below including the 506(c) Funds;

(ii) Chiplase and to the extent necessary the other Banco Secured Lenders waive any interest in the 506(c) Funds and consents to the payment of the 506(c) Funds by Arnstein & Lehr, as escrowee, to the Estate;

(iii) Chiplase shall pay \$275,000 on the Closing Date to the Estate. The Banco Secured Lenders waive any right to a distribution from such funds. On the Closing Date, Chiplase's counsel shall provide assurance that it holds the Adequate Security;

(iv) The Estate shall be entitled to 20% of any recovery (net of attorney's fees and costs) on any cause of action conveyed hereunder and brought by Chiplase or its designee and

20% of any recovery (net of attorney's fees and costs) obtained through the prosecution of the NEC Claim Litigation. Notwithstanding this subsection (v), the Estate does not convey or assign any cause of action against NEC to the Greenblatt Entities including Chiplase;

(v) The Banco Secured Lenders, as pre-petition and post-petition secured lenders, waive their right to any distribution from the Estate that may be paid from the consideration delivered pursuant to the settlement set forth herein, including any right to receive a distribution from the 506(c) Settlement. In no event shall the Banco Secured Lenders be entitled to a distribution on account of any Chapter 7 administrative claim they may hold;

(vi) The Banco Secured Lenders shall otherwise maintain any Chapter 11 claim and Chapter 7 nonadministrative claim, as the case may be. In the case of purchased claim, the Banco Secured Lenders shall not be entitled to a distribution for any claim purchased after February 1, 2006. For distribution purposes, any distribution on account of a purchased claims shall be limited to the amount of the purchase price including the claim purchased from Aquila Energy Capital Corporation, Concert Capital Resources, LP, Concert Capital Resources A, LP, Concert Capital Resources B, LP, Concert Capital Resources C, LP, Concert Capital Resources A/B, Inc., and AECC Pontiac LLC, which shall be limited to \$7,000,000; and

(vii) In no event do the Banco Secured Lenders otherwise waive their claims, liens or debt. However, the Banco Secured Lenders waive the right to receive any Chapter 7 distribution. The Banco Secured Lenders agree that they will not pursue any claims or remedies against the Chapter 7 Trustee or his professionals.

12. **The Closing Date.** The term "Closing Date" shall mean and the closing shall occur on the next business day after the Effective Date. On the Closing Date, the Parties shall meet and exchange the following:

(i) The Chiplase shall:

(a) Pay the Estate the sum of \$275,000;

(b) Provide the Estate with evidence of the deposit of the Adequate Security;

(c) Execute the Releases; and

(d) Execute an agreed order authorizing the disbursement of the 506(c) Funds to the Estate.

(ii) The Estate shall:

(a) Execute the Releases;

(b) Execute the Designation Rights Agreement designating the Estate's rights, if any, in the Designation Rights to Chiplase or its designee;

(c) Execute a Bill of Sale; and

(d) Execute a Stipulation seeking dismissal of the Trustee Litigation with prejudice.

Notwithstanding the foregoing, the Closing Date shall not be deemed to have occurred until the foregoing documents and payments are executed, provided and/or exchanged.

13. **Governing Law.** This Settlement Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

14. **Representations and Warranties.** The parties represent and warrant that they have the proper authority to sign for and on behalf of the respective entities, and the parties are all bound by the terms of this Settlement Agreement.

15. **Amendment of Agreement.** This Settlement Agreement shall not be amended except by a writing signed by all of the parties hereto.

16. **Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. **Entire Agreement.** This Settlement Agreement and all of its Exhibits constitute the entire agreement of the parties hereto as to the subject matter hereof. The undersigned acknowledge that there are no communications or oral understandings contrary, different, or which in any way restrict this Settlement Agreement, and that all prior agreements or understandings within the scope of the subject matter of this Settlement Agreement are, upon the execution and delivery of this Settlement Agreement, suspended, null and void.

18. **Execution in Counterparts.** This Settlement Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of this Settlement Agreement.

<p>Chiplase, Inc.¶</p> <p>By: _____ Leon Greenblatt Its Agent and Officer</p> <p>Leon Greenblatt</p> <p>By: _____ Leon Greenblatt Individually</p>	<p>The Chapter 7 Bankruptcy Estate of Resource Technology Corporation</p> <p>By: _____ Jay A. Steinberg, not individually, but solely as Chapter 7 Trustee for the Estate of Resource Technology Corporation</p>
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Banco Panamericano

By: _____
Leon Greenblatt
Its Agent and Officer

Scattered Corporation

By: _____
Leon Greenblatt
Its Agent and Officer

SCHEDULE A
LIST OF LANDFILL SITES

Schedule "A"

List of Facilities

1. Bi-State Landfill, 2248 Parks Road, Belleville, Illinois 62220;
2. Bloomington Landfill, R.R. 3 Box 145, Bloomington, Illinois;
3. Chastang Landfill, 17045 Hwy 43, Mt. Vernon, AL 36562;
4. Clarion Landfill, Meadville, Pennsylvania 16335;
5. Columbus/Pine Grove Landfill, 7160 Sacerdote Lane, Columbus, Georgia 31907;
6. Congress Landfill, 4100 West Frontage Road, Hillside, Illinois 60160;
7. Elliot Landfill, 7001 Ayers, Corpus Christi, Texas 78415;
8. NC Iowa RSWA, 3319 5th Ave. South, Ft. Dodge, Iowa 50501;
9. City of Gary Landfill, 1900 Burr Street, Gary, Indiana 46403;
10. GNOL Landfill, 5700 Hwy. 90 West, Avondale, Louisiana 70002;
11. Kewanee/National Closure Corp. Landfill, Rte. 81, Kewanee, Illinois, 61443;
12. Lansing/National Closure Corp. Landfill, 2600 W. 170th St., Lansing, IL 60438;
13. Litchfield-Hillsboro Landfill, 2782 Landfill Trail, Litchfield, Illinois 62056;
14. Lyons/McCook Landfill, 5101 S. Lawndale Ave. (Private Road), McCook, IL 60525;
15. New Haven Landfill, 260 Middletown Avenue, New Haven, Connecticut 06510;
16. Ottawa Landfill, P.O. Box 520 Koenig Road, Ottawa, Illinois 61350;
17. Peoria Landfill, 11501 West Cottonwood Lane, Brimfield, Peoria County, Illinois;
18. Pontiac Landfill, RR 3 14206 East 2100 North Road, Pontiac, IL 61764
19. Rosencranse Landfill, Rosencranse Road, TR 4860, Wayne County, Berlin Township, Pennsylvania 18405;
20. Springfield Landfill, RR#9, Sand Hill Road, Springfield, Illinois 62707;
21. Taylor Ridge Landfill, 8400 77th Street West, Taylor Ridge, Illinois 61232;
22. Viola Landfill, Greene Township, Illinois;

23. Wheatland Landfill, PT SW/4, Section 19 Township 32S Range 24 E Columbus, Kansas 66725; and
24. Wyandot Landfill, 11164 County Road 4, Carey, Ohio 43316.

EXHIBIT A
DESIGNATION RIGHTS AGREEMENT

DESIGNATION RIGHTS AGREEMENT

THIS DESIGNATION RIGHTS AGREEMENT, is made and entered into on March 14, 2006 between the Estate of Resource Technology Corporation (the "Estate" or "Seller"), on the one hand, and Chiplase, Inc. or its designee ("Chiplase") and Scattered Corporation or its designee ("Scattered") (Chiplase, and Scattered collectively referred to as the "Purchaser") on the other hand. The Estate and Purchaser individually be referred to in this Settlement Agreement as a "Party" and collectively referred to in this Settlement Agreement as the "Parties".

RECITALS

WHEREAS, the bankruptcy case known as In re Resource Technology Corporation, Case No. 99 B 35434 (the "Bankruptcy Case") was commenced on November 15, 1999, when an involuntary petition was filed against Resource Technology Corporation ("RTC" or "Debtor"). On February 1, 2000, a consensual Order of Relief and Order Converting the Bankruptcy Case to a case under Chapter 11 of the Bankruptcy Code became effective;

WHEREAS, on August 26, 2003, Gregg E. Szilagyi was appointed as the Chapter 11 Trustee ("Chapter 11 Trustee");

WHEREAS, on September 21, 2005, the United States Bankruptcy Court, Northern District of Illinois, Eastern Division (the "Court") entered an order converting the case to a case under Chapter 7 of the Bankruptcy Code. Thereafter, Jay A. Steinberg, not individually but as Chapter 7 Trustee (the "Chapter 7 Trustee") was appointed as the Chapter 7 trustee for the Estate;

WHEREAS, The Seller and Purchaser contemporaneously with this Agreement entered into an Settlement Agreement of even date; and

WHEREAS, Purchaser, as a part of the settlement under the Settlement Agreement, desires to purchase and Seller desires to sell, the Designation Rights (defined below) upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Affected Parties" means, with respect to a Contract, (i) the lessor under such Contract, and (ii) any sublessee under any sublease relating to such Contract.

"Agreement" means this Designation Rights Agreement.

"Approval Order" means the final and nonappealable order entered by the Court approving the Settlement Agreement and this Agreement in a form of Order attached to the Settlement Agreement as Exhibit B, which the Parties specifically agree has been agreed to by them.

"Authorized Officer" of any Person means the chief executive officer, the president, any vice president or any secretary of that Person.

"Banco Secured Creditors" means collectively, Leon Greenblatt, Chiplcase, Inc. and Banco Panamericano, Inc.

"Bankruptcy Case" has the meaning set forth in the recitals above.

"Bankruptcy Code" means 11 U.S.C. §101 et.seq. and applicable portions of Titles 18 and 28 of the United States Code, as amended from time to time.

"Court" has the meaning set forth in the recitals above.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time.

"Closing Date" shall have the same meaning as that term has in Paragraph 12 of the Settlement Agreement.

"Contracts" are those contracts and leases listed on Exhibit C to the Settlement Agreement and made a part hereof. The Seller makes no representations with regard to the Contracts including without limitation the Seller makes no representations whether (i) any of the Contracts are executory in nature; (ii) any of the Contracts are unexpired or expired; (iii) whether the Contracts are assumable; (iv) whether the Seller has any interest in any of the Contracts; or (v) the existence of any Contract.

"Cure Costs" means all actions and monetary payments necessary to cure any defaults (monetary or otherwise) in a Contract. In the event that the Purchaser and Affected Party disagree as to the Cure Costs of a Contract that the Purchaser seeks to assume, the Cure Costs shall be the amount determined by the Court or actions to be taken as required by the Court, after notice and hearing, as necessary to cure any defaults (monetary or otherwise) in a Contract. Under no circumstances shall the Estate have any obligations whatsoever as set forth in more detail in the Approval Order, including but not limited to Paragraph 14 of the Approval Order
"Designation Motion" has the meaning set forth in Section 2.1(c) below.

"Designation Period" has the meaning set forth in Section 2.1(b) below.

"Designation Rights" has the meaning set forth in Section 2.1(b) below.

"Effective Date" has the meaning set forth in Article III below.

"Greenblatt Entities" mean collectively the Banco Secured Creditors and Scattered Corporation.

"Objection Period" has the meaning set forth in Section 2.1(d) below.

"Order" means an order entered by the Court.

"Permitted Liens" means all liens that are asserted by the Greenblatt Entities.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, trust union, association, court, agency, government, tribunal, instrumentality or other entity or authority.

"Purchase Price" has the meaning set forth in Section 2.3 below.

"Settlement Agreement" is that certain Settlement Agreement entered into on March 14, 2006 between the Estate, on the one hand, and the Banco Secured Creditors and Scattered Corporation, on the other hand.

"Settlement Motion" has the meaning set forth in Section 3.3 below.

ARTICLE II

THE TRANSACTION

2.1 Purchase and Sale of Designation Rights and Properties.

(a) On the terms and subject to the conditions contained in this Agreement and the Approval Order, on the Closing Date, Purchaser shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Purchaser, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Estate's right, title and interest, if any, in and to the Designation Rights for all of the Contracts free and clear of all liens of any kind whatsoever to the fullest extent permissible pursuant to the Bankruptcy Code, but subject to Cure Costs, Permitted Liens and the provisions of Article 2.1 (c) below.

(b) During the Designation Period, and on the terms and subject to the conditions contained in this Agreement and the Approval Order, the Purchaser shall have the sole, exclusive and continuing right to select, identify and designate (on one or more occasions): (i) which Contracts shall be assumed and assigned in connection with an assumption and assignment, and to whom; and (ii) which Contracts shall be rejected (all of which rights are referred to herein as the "Designation Rights"). Subject to the terms and provisions of this Agreement, Purchaser shall have the right to designate as the designee with respect to any particular property either itself, or any other Person. Purchaser's Designation Rights shall expire with respect to each Contract on the later of (i) the date of the expiration of the applicable Sections 365(d)(1) and 365(d)(4) of the Bankruptcy Code extension period for the assumption or rejection of the applicable Contract including any further extension granted by order of the Court, (the "Extension Period"), or (ii) April 28, 2006 (the "Designation Period"). Seller agrees as a condition of this Agreement and related agreements to use reasonable efforts to seek an extension of the Extension Period to April 28, 2006 and upon receipt of written request by the Purchaser agrees to seek and prosecute, but in no way guaranty, one further extension as may be required to effectuate the matters that are the essence of this Agreement. Notwithstanding

anything contained herein, from the date hereof until the expiration of the Designation Period, Seller shall not reject any Contract unless and until Purchaser, in accordance with this Agreement, excludes such Contract from this transaction. The Designation Rights to be acquired shall include, among other things, the exclusive power to designate to a designee (and to have Seller convey and assign to such designee) all rights, title, interests, options, contract rights, if any, of the Seller in and to one (1) or more of the Contracts of the Seller. Notwithstanding any provision to the contrary, any costs, expenses or claims attributable to a time period after the entry of the Approval Order shall be deemed a Chapter 7 Operating Expense (the "Chapter 7 Operating Expenses") and shall be the sole obligation of Purchaser.

(c) Notwithstanding subsections (a) and (b) above, in order to effectuate either an assumption and assignment or a rejection of a Contract, the Purchaser shall draft prior to the expiration of the Designation Period within sufficient time for filing and presentation to the Court prior to the expiration of the Designation Period, a motion (the "Designation Motion"), and such Designation Motion shall: (i) identify the Contract at issue; (ii) state whether the Purchaser intends to assume and assign or reject the Contract at issue; (iii) state the identity of Purchaser's designee; (iv) state the proposed use of the Contract by the Purchaser's designee, (v) provide documentation or other information from Purchaser's designee relating to "adequate assurance of future performance" by the designee as required by Section 365 of the Bankruptcy Code; (vi) set forth a list of the Contract and all of the documents amending, modifying, supplementing or restating the Contract (which list shall be consistent with the applicable list with respect to the applicable Contracts set forth on Exhibit C attached to the Settlement Agreement and made a part hereof); (vii) request Court approval of the assumption and assignment of a Contract or rejection of a Contract, at the Purchaser's election; (viii) request a hearing before the Court on the relief requested including without limitation a hearing to determine whether the Contract was previously rejected and, therefore, not assumable or assignable under Section 365 of the Bankruptcy Code, on Cure Costs, on the adequacy of the Purchaser and/or its designee's assurance of future performance under the Contract and satisfaction of Cure Costs; and (ix) include as an attachment a proposed Order. The Seller shall use reasonable efforts to file the Designation Motion within two (2) business days of receipt from the Purchaser for presentment to the Court within the Designation Period. The Seller shall serve a copy of the Designation Motion on the Affected Parties. The Seller shall not have any liability with respect to Cure Costs or other assurances of future performance with respect to any Contract that the Purchaser seeks to have assumed and assigned as set forth in more detail in the Approval Order, including but not limited to Paragraph 14 of the Approval Order.

(d) The Affected Parties shall have, ten (10) days from their receipt of the Designation Motion from the Seller (the "Objection Period") to file with the Court an objection in writing to the proposed assignment of the Contract to the Purchaser's designee (and concurrently deliver a copy of the said objection to the Purchaser, Seller and such other parties as are specified in the notice to the Affected Parties).

(e) Seller shall use its reasonable efforts to have any Designation Motion and notice thereof provide that if an objection to any assumption and assignment is not timely filed prior to the expiration of the applicable Objection Period, or such objection involves a "cure issue," the objection will not preclude the assumption and assignment of the Contract, the assumption and assignment shall be deemed effective and binding (without further Order) contingent upon the

determination of any Cure Costs by the Court and the satisfaction of such Cure Costs in accordance with an Order. Notwithstanding the foregoing, the Affected Parties shall be deemed to have consented to the assumption and assignment and to have waived all objections thereto (other than as to cure amounts), if no objection is filed within the Objection Period. The Designation Motion must clearly state that the failure to object may result in the entry of an Order allowing assumption and assignment of a Contract without any obligations on the part of the Purchaser for adequate assurance of future performance.

(f) Any Contract not identified in any timely filed Designation Motion shall be deemed rejected as of the expiration of the Designation Period; provided, however, Seller shall be prohibited from rejecting any Contract until such time as Purchaser has designated such Contract for rejection or the period to assume and assign such Contract, as provided under sections 365(d)(1), (d)(4) has expired and has not been further extended by the Court.

(g) Any Contract to which the Purchaser requests by Designation Motion to be rejected, shall be deemed rejected upon the filing of a Designation Motion with the Court.

(h) Notwithstanding the above, the Seller shall use reasonable efforts to file and present the Designation Motion. However, the Seller shall have no obligation or liability whatsoever to present any evidence or argument in favor or against assumption or assignment of a Contract including without limitation, any evidence or argument relating to the assumability of a Contract, Cure Costs and/or adequate assurance of future performance by the Purchaser or its designee. The Purchaser shall not have the right to designate any Contract that has previously been terminated by a final non-appealable Court Order or if the Seller believes in good faith that a particular designation will result in the Seller being subject to allegations of bad faith, but the Purchaser shall have the right to petition the Court to compel the Seller to comply with the Purchaser's direction to designate.

(i) The Seller shall bear no liability for Cure Costs or for adequate assurance of future performance costs or obligations relating to any Contracts, or any other costs or expenses relating thereto.

2.2 Assumption and Assignment of Contracts. An assumption and assignment of any Contract, pursuant to Section 365 of the Bankruptcy Code, shall be effective only upon the entry of a final and nonappealable Order approving the assumption and assignment of a Contract after notice and hearing on a timely filed and served Designation Motion; provided, however, if no such objection to the assumption and assignment is timely filed prior to the expiration of the applicable Objection Period, or such objection involves a "cure issue" which, pursuant to the Designation Order, will not preclude the assumption and assignment of the Contract, however, the assumption and assignment shall be deemed effective and binding (without further Order) upon the Court's determination of the Cure Costs and the Purchaser's satisfaction of same. Notwithstanding the foregoing, the Affected Parties shall be deemed to have consented to the assumption and assignment and to have waived all objections thereto (other than as to cure amounts), if no objection is filed prior to the expiration of the Objection Period.

2.3 Purchase Price. The purchase price for the Designation Rights (the "Purchase Price") is included in the consideration paid or to be paid by Chipleasc pursuant to Section 11 of

the Settlement Agreement. Except for the Purchase Price, the Purchaser shall have no obligation to pay the Estate any other funds other than the Purchase Price in order to assume, assign or reject any Contract. Notwithstanding the foregoing, the Purchase Price shall specifically include any obligations of the Purchaser as to the Contracts, including but not limited to, Cure Costs, adequate assurance of future performance and the payment of Chapter 7 Operating Expenses.

2.4 Purchaser shall use its best efforts to identify designees to obtain assignments of the Contracts before the expiration of the applicable Extension Period; provided, however, Purchaser shall have the right to request that Seller obtain an Order extending the Designation Period for an additional period reasonably requested by Purchaser. Should Purchaser make any such request, Seller shall use its reasonable efforts to obtain promptly such an Order. If the Court denies to extend the Designation Period, the Designation Period is terminated at the later of (i) the date of docketing of the Order denying the extension of the Extension Period; or (ii) April 28, 2006.

ARTICLE III

CONDITIONS FOR EFFECTIVE DATE, CLOSING DATE AND APPROVAL ORDER

3.1 The Effective Date of this Agreement is the date when the Approval Order is a final and nonappealable Order.

3.2 The Approval Order must be in the form attached as Exhibit B to the Settlement Motion is entered, unless the Parties mutually agree to revise the Order.

3.3 The Closing Date of this Agreement shall be the Closing Date as defined by Paragraph 12 of the Settlement Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Seller makes no other representations or warranties with respect to the Contracts including without limitation the Seller makes no representations whether (i) any of the Contracts are executory in nature; (ii) any of the Contracts are unexpired or expired; (iii) whether the Contracts are assumable; (iv) whether the Seller has any interest in any of the Contracts; or (v) whether any Contract exists. Seller is conveying and designating the Contracts to Purchaser in a "WHERE-IS, AS-IS" condition.

4.2 Purchaser hereby represents and warrants to Seller as follows:

(a) Authorization. Purchaser has the power and authority, to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite (and to the extent applicable to Purchaser) corporate, partnership or limited liability corporation action.

(b) WHERE-IS/AS-IS. Purchaser and its designees agree to accept the applicable Contracts in a "WHERE-IS/AS-IS" condition.

ARTICLE V

COVENANTS

5.1 Further Transfers and Assurances. Seller and Purchaser will execute and deliver such further instruments of conveyance and transfer and take such additional action as Purchaser may reasonably request to effect, consummate, confirm or evidence the assignment to Purchaser's designees of the Contracts. This Section 5.1 shall survive for six (6) months following each respective Contract transferred by this Agreement.

5.2 Taxes. All charges for or in connection with the recording of any document or instrument contemplated hereby shall be paid by Purchaser's designees. Seller and Purchaser or Purchaser's designee, as required by local law, will file all necessary tax returns and other documentation in connection with the taxes and fees encompassed in this Section 5.2 relating to the assignment of Contracts.

5.3 Insurance. Without the prior written consent of Purchaser, Seller will not cancel any insurance policy relating to any landfill site listed on Schedule A to the Settlement Agreement or permit any such policy to expire prior to the later of the Designation Period or the entry of a final Order either approving or denying any pending Designation Motion as of the expiration of the Designation Period. Purchaser shall waive the Seller's obligations under the prior sentence in the event that after demand the Purchaser does not timely pay any amounts due under any such insurance policy. If Purchaser fails to pay the amounts due hereunder and the insurance policy lapses as a result, it will not be the responsibility of Seller to reinstate and it will not be a default of Seller under this Agreement. Seller shall not, on its own, cancel any such insurance policy.

ARTICLE VI

MISCELLANEOUS

6.1 Termination: Other Remedies.

(a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned by the mutual consent of Purchaser and Seller.

(b) Upon termination of this Agreement pursuant to Section 6.1(a) above, the Contracts are immediately deemed rejected without further Order.

6.2 Default and Remedies.

(a) The Court shall retain jurisdiction over this Agreement in the event of any default by either Party.

(b) In the event of a material breach of, or material default under, this Agreement by Purchaser prior to the Closing Date, Seller shall, provided Seller is not in material breach of or material default under, this Agreement, be entitled, as its sole and exclusive remedy, either (i) to terminate this Agreement or (ii) to seek specific performance of this Agreement. In the event of a material breach of, or material default under, this Agreement by Purchaser after the Closing Date, Seller shall, provided Seller is not in material breach of or material default under this Agreement, be entitled, as its sole and exclusive remedy, to seek specific performance of this Agreement.

6.3 Successors and Assigns. This Agreement is made solely and specifically by and for the benefit of the Parties, and their respective successors and assigns.

6.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if and when delivered personally, or sent by facsimile transmission, or mailed, by certified or registered mail, return receipt requested, first class postage prepaid, or by Federal Express or some other reputable overnight carrier, to the Parties at the following addresses and facsimile numbers:

If to Seller addressed to:

Barry A. Chatz
Armstein & Lehr LLP
120 S. Riverside Plaza, Suite 1200
Chicago, IL 60606
Fax Number: (312) 876-0288

If to Purchaser addressed to:

Gregory J. Jordan
Dykema Gossett PLLC
10 S. Wacker Drive, Suite 2300
Chicago, IL 60606
Fax Number: (312) 876-1155

or to such other place and with such other copies as any Party may indicate by written notice to the other Party provided in the manner set forth above.

6.5 Entire Agreement. This Agreement, and the agreements referenced herein (including without limitation, the Settlement Agreement and the exhibits to the Settlement Agreement) supersede all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement and other documents to be delivered in connection herewith, including without limitation the Settlement Agreement, contains the sole and entire agreement between the Parties with respect to the subject matter hereof. Notwithstanding the foregoing, the Settlement Agreement shall continue to be a binding agreement between the Parties. To the extent that there are any discrepancies between the Settlement Agreement and this Agreement, the terms of the Settlement Agreement shall control.

6.6 Waiver. Except as otherwise specifically provided for in this Agreement, any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. To be effective, each such waiver shall be in writing, shall specifically refer to this Agreement and the term or condition being waived, and shall be executed by an Authorized Officer of such Party. A waiver on one occasion shall not be deemed a waiver of the same or any other breach on a future occasion.

6.7 Amendment. This Agreement may be modified or amended only in a writing duly executed by or on behalf of each of the Parties.

6.8 Counterparts: Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and facsimile signatures hereof shall be deemed effective and binding as original signatures.

6.9 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, rule, or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

6.10 Headings, Gender, Etc. The headings used in this Agreement have been inserted for convenience, do not modify the terms of this Agreement and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other Gender, (b) words using the singular or plural number shall also include the plural or singular number, respectively, (c) references to "hereof," "herein," "hereby" and similar terms shall refer to this entire Agreement, and (d) the words "include" and "including" shall be construed as incorporating "but not limited to" or "without limitation." The language used in this Agreement shall be deemed to the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Person.

6.11 Continuing Jurisdiction. The Parties agree that the Court shall retain jurisdiction over the enforcement of this Agreement, including, but not limited to, the performance of the obligations and transactions contemplated hereunder.

6.12 Choice of Law. This Agreement shall be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Illinois. In the event of any litigation concerning this Agreement, proper venue shall be in the Court and the Parties consent to such jurisdiction.