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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE made this 29th day of October, 1984, between DELAWARE SOLID WASTE AUTHORITY, as "Landlord", and CROUSE RECOVERY OF DELAWARE, INC., a Delaware corporation, as "Tenant".

THIS MEMORANDUM OF LEASE is executed in accordance with an Agreement of Lease by and between the parties hereto dated October 26, 1983 as amended by Amendment No. 1 dated August 2, 1984 ("the Lease").

The premises demised under the Lease Agreement and hereunder ("the Demised Premises") consist of the site described in Exhibit A attached hereto together with easements for (1) electric utilities coming into the site, (2) electric utilities going out of the site, (3) conveyor system from Delaware Reclamation Project to the site, (4) water utilities coming into the site, (5) sewer and sanitation facilities, (6) steam line to the Atlas Point manufacturing facility and related and supporting facilities of ICI Americas, Inc. ("ICI") all located on Cherry Lane, New Castle, Delaware, in the proximity of the Pigeon Point Landfill, (7) access to fire protection pond, and (8) access roads in and out of the site, all limited so as not to interfere with any existing or contemplated use of the Demised Premises or adjoining property by Landlord.

The Term of the Lease is 30 years commencing on the date Landlord shall deliver possession of the Demised Premises vacant and free of all occupancies and tenancies.

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Tenant, at its own costs and expense, shall undertake to cause to be constructed on the Demised Premises an energy generating facility and solid waste transfer station (the "Facility"). Tenant, at any time during the Term, may, at its own cost and expense, make such alterations and additions, structural or otherwise, to the Facility and/or construct such other improvement or improvements as may further such use of the Demised Premises ("Improvements") as Tenant, in its sole and absolute discretion, shall deem necessary or desirable. Throughout the Term, title to and ownership of the Facility and the Improvements and all trade fixtures, equipment and articles of personal property used or useful in the operation of the Facility, whether or not affixed to the realty, shall be vested in Tenant.

Tenant, without the consent of the Landlord, may from time to time mortgage the Lease and Tenant's interest therein and herein and/or the Facility or the Improvements. Landlord covenants that any mortgages of Landlord hereafter affecting the fee estate in the Demised Premises and any other Lien or Encumbrance hereafter imposed against the fee estate by Landlord in the Demised Premises during the Term or the term of any new lease shall be subject and subordinate in all respects to this Lease and to any such new lease, notwithstanding any agreement hereafter made, modifying or amending this Lease or any such new lease or any renewal or extension thereof.

Tenant, without the consent of the Landlord, but on notice to the Landlord, shall have the right, at any time and from time to time during the term, freely to sublet all or any portion

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of the Demised Premises and/or the Facility and/or the Improvements and freely to assign or transfer all of its right, title and interest herein and in the Lease.

Landlord may, under the circumstances set forth in the Lease, purchase the Facility and Improvements.

The foregoing provisions are conditioned and amplified by the provisions of the Lease, all of which remain in full force and effect and all of which are incorporated by reference as if fully set forth herein.

Notices under the Lease may be sent as follows:

If to Landlord:

Delaware Solid Waste Authority
Attn: General Manager
P. O. Box 455
1128 South Bradford Street
Dover, Delaware 19901

If to Tenant:

Crouse Recovery of Delaware, Inc.
c/o The Crouse Group
Upper Lewis Road
Linfield, Pennsylvania 19468
Attn: Vice President, Operations

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

CROUSE RECOVERY OF DELAWARE, INC.

Witness:

By

DELAWARE SOLID WASTE AUTHORITY

Witness:

By
For N. J. Vasuki, General Manager

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STATE OF PENNSYLVANIA)
: SS.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 12th day of September, 1984, by James Miades, President of Crouse Recovery of Delaware, Inc., a Delaware corporation, on behalf of the corporation.

Cindy L. Eisenhauer
Notary Public
CINDY L. EISENHAUER, Notary Public
Limerick, Montgomery Co.
My Commission Expires June 9, 1985
Serial No.

STATE OF DELAWARE)
: SS.
COUNTY OF ~~NEW CASTLE~~ KENT)

The foregoing instrument was acknowledged before me this 29th day of ~~September~~ October, 1984, by Pasquale S. Canzano, of Delaware Solid Waste Authority.

Notary Public
Serial No. My Commission Expires June 15, 1985

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LANDS OF DELAWARE SOLID WASTE AUTHORITY
LEASED TO CROUSE RECOVERY OF DELAWARE, INC.

BEGINNING at a point in the northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, said point being distant the four (4) following described courses and distances from the point of intersection of the southwesterly right of way line of Conrail (formerly the Reading Railroad, Delaware River Extension Branch at 60 feet wide) and the southeasterly right of way line of Conrail (formerly Penn Central Railroad, New Castle Cut-Off at 100 feet wide), courses 1 thru 3 to follow being along the said southwesterly right of way line of Delaware River Extension Branch: (1) parallel with the centerline track and distant southwesterly 30 feet therefrom, measured at right angles thereto, South 41° 28' 10" East, 250.00 feet to a point; (2) South 48° 31' 50" West, 20.00 feet to a point; (3) parallel with the centerline track and distant southwesterly 50 feet therefrom, measured at right angles thereto, South 41° 28' 10" East, 1,290.00 feet to a point; and (4) along said northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, South 23° 35' 20" West, 494.98 feet to the said point of Beginning; thence from the said point of Beginning and still along the said northwesterly line of lands now or formerly of the Mayor & Council of the City of Wilmington, South 23° 35' 20" West, 600.00 feet to a point; thence by new lines through lands of Delaware Solid Waste Authority, the eleven (11) following described courses and distances: (1) North 55° 46' 10" West, 40.00 feet to a point; (2) South 23° 35' 20" West, 83.00 feet to a point; (3) North 55° 46' 10" West, 636.56 feet to a point; (4) North 31° 28' 29" East, 295.36 feet to a point; (5) North 40° 12' 27" East, 271.06 feet to a point; (6) North 30° 44' 56" East, 143.76 feet to a point; (7) South 68° 46' 24" East, 76.00 feet to a point; (8) South 66° 17' 13" East, 147.36 feet to a point; (9) North 81° 51' 06" East, 105.00 feet to a point; (10) South 10° 08' 58" East, 220.11 feet to a point; and (11) South 59° 10' 50" East, 94.86 feet to a point in the said northwesterly line of lands now or formerly of the Mayor & Council of the City of Wilmington and the point and place of Beginning.

TOGETHER with the use in common with others of an access easement lying within the above described parcel and varying in width from 60 feet to 110 feet in width parallel to and generally contiguous with the perimeter of said above described parcel, as said access easement is more particularly shown on Drawing No. 21626-L prepared by VanDemark & Lynch, Inc., Consulting Engineers and Surveyors, entitled "Property of Delaware Solid Waste Authority, Lambson's Lane Extended" dated November 14, 1983, revised December 5, 1983 and December 27, 1983.

ALSO, TOGETHER with the use of a utility easement through said other lands of Delaware Solid Waste Authority, and more particularly described as follows, to wit:

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BEGINNING at a point in the southwesterly line (course No. (3)) of the above described parcel, said point being distant North 55° 46' 10" West, 635.40 feet measured along said course No. (3); thence from the said point of Beginning and through said lands of Delaware Solid Waste Authority, the seven (7) following described courses and distances (courses one through three to follow being generally along the northwesterly side of an existing road): (1) South 37° 04' 08" West, 122.56 feet to a point; (2) South 40° 54' 03 West, 414.48 feet to a point; (3) South 32° 20' 58" West, 236.64 feet to a point; (4) North 72° 14' 58" West, 303.58 feet to a point; (5) North 85° 09' 19" West, 163.29 feet to a point; (6) parallel to the said southeasterly right of way line of Conrail, formerly Penn Central Railroad, New Castle Cut-Off (at 100 feet wide) and 50 feet southeasterly therefrom measured at right angles thereto, South 34° 46' 29" West, 888.81 feet to a point; and (7) South 19° 41' 14" East, 169.70 feet to a point in the Northwesterly line of lands of the State of Delaware; thence thereby the three (3) following described courses and distances: (1) South 80° 51' 10" West, 104.50 feet to a point; (2) South 41° 22' 56" West, 145.20 feet to a point; and (3) North 79° 53' 05" West, 105.75 feet to a point in the said southeasterly right of way line of Conrail; thence thereby, North 34° 46' 29" East, 1,277.20 feet to a point, said point being South 34° 46' 29" West, 56.92 feet from a point of curvature on the said right of way line; thence through said lands of Delaware Solid Waste Authority, the six (6) following described courses and distances: (1) South 85° 09' 19" East, 197.86 feet to a point; (2) South 72° 14' 58" East, 296.42 feet to a point; (3) North 32° 20' 58" East, 193.35 feet to a point; (4) North 40° 54' 03" East, 415.52 feet to a point; (5) North 37° 04' 08" East, 361.81 feet to a point; and (6) South 54° 12' 48" East, 0.32 feet to a point in the northwest line (Course No. (4)) of the said above described parcel; thence thereby, South 31° 28' 29" West, 241.29 feet to a point, a corner for said above described parcel; thence along the said southwesterly line of the above described parcel, South 55° 46' 10" East, 1.16 feet to the said point and place of Beginning.

REC'D FOR RECORD OCT 5 0 1994 3:38 P.M. ED J. DUGAN, Jr. Recorder

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