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**VIA E-MAIL**

To: Mr. Patrick Mullen  
Vice President  
**ABB Lummus**

February 28, 2007

Cc: Dr. Vladimir Zakoshansky, ILLA International, LLC

Re: **Termination of the Lummus-ILLA Cooperation Agreement**

Dear Mr. Mullen:

Thank you for your letter of January 24, 2007. Taking into consideration that Lummus has not obtained the rights for licensing from GE for GE's part of the technology, and failed to fulfill its contractual obligations to ILLA, as you have also mentioned in your letter, ILLA is in agreement that the prolongation of the Agreement between our companies is untenable.

**Therefore, this letter serves as an official notice and confirmation by ILLA of the termination, effective as of the date of this Letter, of the Cooperation Agreement, previously executed between Lummus and ILLA for mutual convenience under Article 11.4 therein.**

Please be advised that the followings terms and conditions take effect immediately in connection with the termination of the Cooperation Agreement:

- (1) **The mutually agreed-upon termination of the Cooperation Agreement between the parties in accordance with this letter and Article 11.4 thereof, hereby immediately revokes that all ILLA intellectual property rights (as defined in Articles 1.14 through 1.18 of the Cooperation Agreement), that were granted by ILLA to LUMMUS under Articles 6.1, 6.3, 6.4, and 6.5 of the Cooperation Agreement. This means that as of the effective date of the termination of the Agreement, Lummus and/or its affiliates, successors, assigns or current or future owner(s) thereof, may no longer utilize for their own benefit, nor for the benefit of any third party, any of ILLA's patents, technologies (including know-how), and/or information relating to those technologies (including but not limited to: any Basic Engineering Packages produced by ILLA, any other technical documentation produced by ILLA).**
- (2) Because none of the PROJECTs noted in the Cooperation Agreement ever went forward, Lummus has no surviving rights of any kind in ILLA intellectual property rights, within the meaning of Article 6.6 of the Cooperation Agreement.

Re: Lummus-ILLA Coop Agreement Termination (02/26/2007)

- (3) Under Article 11.5, Lummus must immediately cease the use of any and all ILLA CONFIDENTIAL INFORMATION, and we remind you that in accordance with Article 11.6 of the Cooperation Agreement, the Article 10: Confidentiality, as well as Articles 1, 7, 8, 9, 12, 14, 15, 16, 17, 18, 19, 20, 21 and paragraphs 2.8 and 6.6 of the Cooperation Agreement survive the termination thereof.
- (4) The parties agree and acknowledge that for the duration of the Cooperation Agreement, there has been no "Jointly Developed PROJECT IP" between the parties.
- (5) The parties agree and acknowledge that the termination of the Cooperation Agreement does not affect any prior confidentiality and non-disclosure agreements previously executed between the parties, and accordingly, both ILLA and Lummus shall continue to abide by those agreements.
- (6) As noted in (1), above, all of the above terms and conditions shall be binding not only on Lummus, but also on any affiliates, successors, assigns or current or future owners thereof.

**Please send us, no later than 30 days from the receipt of this letter, your official written confirmation that Lummus (and any applicable affiliates, successors, assigns or current or future owners thereof) agrees with, and shall abide by, the above terms (1) to (6).**

If such confirmation is not received by ILLA within that time, we will be forced to take steps to ensure that our intellectual property rights and confidential information are protected.

Thank you for your past cooperation, and we wish you the best of luck in your future endeavors. If you have any questions, please do not hesitate to call me at (718) 648-2122, or email me at [edward@etkinlaw.com](mailto:edward@etkinlaw.com).

Very Truly Yours,

  
Edward Etkin, Esq.