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December 3, 2002

Ms. Eileen L. Furey, Esq.
Associate Regional Counsel
U.S. Environmental Protection Agency
77 W. Jackson Blvd.
Chicago, IL 60604

Re: Response to Request for Information Pursuant to Section 104(e) of CERCLA For Allied Paper/Portage Creek/Kalamazoo River Superfund Site in Kalamazoo and Allegan Counties, Michigan

Dear Ms. Furey:

The following responses were developed in reply to the letter from the U.S. Environmental Protection Agency (U.S. EPA) to Weyerhaeuser Company (Weyerhaeuser) dated October 11, 2002, requesting information pursuant to Section 104(e) of CERCLA for the Allied Paper/Portage Creek/Kalamazoo River Superfund Site in Kalamazoo and Allegan Counties, Michigan. Specifically, Attachment 1 to that letter included a list of 41 specific information requests that are the subject of this response. The information presented in this response is as complete as possible given the facts that Weyerhaeuser sold the site(s) over 30 years ago and has not been directly involved in the previous Remedial Investigation/Feasibility Studies or other studies conducted for the Kalamazoo River Study Group (KRSG) or Plainwell Paper Company Inc. at the 12th Street Landfill or in the Kalamazoo River.

## General Response

Weyerhaeuser is a former owner of the Plainwell Mill and the 12th Street Landfill and currently has no other paper making operations in the state of Michigan. Since Weyerhaeuser has not owned the Mill or Landfill since 1970, Weyerhaeuser retains very few documents related thereto. As is Weyerhaeuser's practice relative to the disposition of an operating facility, mill records were left for the new owner when the mill was sold over 30 years ago.

Weyerhaeuser understands that Kathy Robb, counsel representing Plainwell Inc. and the other former owners and operators of the Plainwell Mill in regard to Kalamazoo River Study Group ("KRSG") matters, has informed U.S. EPA of Plainwell Inc.'s participation in the Kalamazoo River Superfund Mediation. Although Weyerhaeuser was not a

participant in the mediation itself, Weyerhaeuser did provide technical and legal assistance to Plainwell, Inc. through attorney Robb and, through its involvement, obtained access to records and information which are responsive to the Information Requests. Much of the information sought is summarized in a document entitled "Kalamazoo River Superfund Site Mediation, General Site Information Questionnaire, Responses Regarding Plainwell Mill" (Mediation Questionnaire Response) dated June 29, 2001. It is Weyerhaeuser's understanding that the U.S. EPA has received a copy of the Mediation Questionnaire Response from counsel for Plainwell, Inc. Thus Weyerhaeuser has answered many of the Requests by citing to particular responses in the Mediation Questionnaire Response. Weyerhaeuser recommends, however, that the entire Mediation Questionnaire Response document be reviewed for a more complete understanding of site conditions. It is especially important to note the limitations regarding the quantity of data and the associated assumptions in the Mediation Questionnaire Response and other documents referenced.

We understand that, in addition to the Mediation Questionnaire Response, counsel for Plainwell, Inc. also provided to U.S. EPA copies of all supporting documentation (i.e. approximately 30-50 boxes). We have reviewed the indices of documents provided to U.S. EPA by counsel for Plainwell, Inc. in response to the CERCLA 104(e) request for information from U.S. EPA dated March 25, 2002, and we have compared these indices with the documents referenced in the Mediation Questionnaire Response. Based on this review, it appears that all documents referenced in the Mediation Questionnaire Response are included in the indices of documents provided previously to U.S. EPA. Thus, Weyerhaeuser's responses generally only include documents not already produced by Plainwell, Inc. If U.S. EPA identifies any documents referenced in the Mediation Questionnaire Responses it does not already have, please notify us. Weyerhaeuser will provide to U.S. EPA any such records in Weyerhaeuser's possession.

We understand that EPA is also aware of the other parties to the Kalamazoo River Superfund Site Mediation, and that they, too, prepared Mediation Responses, and have documents that would be responsive to questions herein related to the broader "Site"(i.e. the entire Kalamazoo River area). Weyerhaeuser has reviewed those Mediation Responses and some of the documents of those parties which were prepared by or under the direction of the attorneys for the mediating parties. Weyerhaeuser is not providing copies of those Mediation Responses. Weyerhaeuser is constrained by the terms of its involvement in the mediation under which the Mediation Responses are subject to a confidentiality agreement and a joint defense privilege between the mediating parties and Weyerhaeuser. Further, the Mediation Responses are available to U.S. EPA from the other parties.

In addition, Weyerhaeuser has reviewed the technical reports relative to the Site prepared by the KRSG, MDEQ and/or U.S. EPA and information presented or referenced at the Public Information Meetings held by MDEQ and/or U.S. EPA. Weyerhaeuser has also reviewed materials related to the litigation brought by the KRSG and some of the

documents filed in the Plainwell Inc. bankruptcy case. Weyerhaeuser believes EPA is familiar with and has copies of these materials, so Weyerhaeuser has neither provided copies nor endeavored herein to summarize these documents as they pertain to the "Site". Finally, Weyerhaeuser has not performed a PRP search or taken other specific efforts designed to identify other PRPs, their operations, wastes generated and discharged, quantities of wastes discharged, timeframes of their discharges, and so on. Consequently, Weyerhaeuser's responses herein are limited in scope to the Plainwell Mill site and the 12th Street Landfill.

For ease of understanding, we have included each information request (in bold) immediately followed by the associated response (in normal text). To the extent our responses are based on documentation not already provided to U.S. EPA, we have referenced and include copies of the documents.

**Responses**

1. **Identify all persons consulted in the preparation of the answers to these Information Requests.**

   Kathryn R. Huibregtse, Vice President, RMT, Inc.
   Joseph P. Jackowski, Attorney, Weyerhaeuser
   Timothy J. Lozen, Attorney, Jaffe Raitt Heuer & Weiss
   Steven L. Martin, Senior Project Manager, RMT, Inc.
   James E. McCourt, Senior Environmental Manager, Weyerhaeuser
   Brian Sedgwick, Project Engineer, RMT, Inc.

2. **Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.**

   The documents consulted, examined or referred to in the preparation of the answers to these informational requests are discussed in the General Response above. In many instances, the Mediation Questionnaire Response of Plainwell provides the information responsive to a request. In answering these requests, we have cited to the individual responses which provide the responsive information.

3. **If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.**

   The owners and operators of the property subsequent to Weyerhaeuser as identified in the responses to Information Requests 4, 5 and 12.

4. **Identify all current and prior owners of the Site or any portion thereof. For each such owner or prior owner, further identify:**

   **a) the property owned;**

See General Response and the response to Question 2(b) in the Mediation Questionnaire Response Document.

**b) the dates of ownership;**

See General Response. Additionally, our understanding of the history of ownership and operation of the paper mill in Plainwell, Michigan and 12th Street Landfill is as follows:

| | |
|---|---|
| 1886 – Feb. 1954 | Michigan Paper Company of Plainwell operated the Plainwell Mill. |
| Feb. 1954 | W.C. Hamilton & Sons acquired all outstanding stock of Michigan Paper Co. and ran the mill as a wholly owned subsidiary. |
| 1955 | 12th Street Landfill began operating as a depository for paper residuals from the Plainwell Mill. |
| Dec. 31, 1956 | Michigan Paper Co. merged into Hamilton Paper Co., a Pennsylvania corporation |
| April 11, 1961 | Hamilton Paper Company, a Washington corporation, incorporated with stock wholly owned by Weyerhaeuser Co. |
| May 1, 1961 | Warranty Deed from Hamilton Paper Co., a Pennsylvania corporation, to Hamilton Paper Co. a Washington corporation, including property on which 12th Street Landfill located. |
| May 5, 1961 | Hamilton Paper Co., a Washington corporation, admitted to do business in Michigan. |
| Jan. 1963 | Deinking at Plainwell Mill ceased. |
| Dec. 20, 1963 | Merger of Hamilton Paper Co., a Washington corporation, into Weyerhaeuser Co. |
| Nov. 25, 1970 | Deed from Weyerhaeuser Co. to Plainwell Paper Co., Inc. for Plainwell Mill parcels including the 12th Street Landfill. |
| Nov. 27, 1970 | Weyerhaeuser Co. became the incorporator and sole shareholder of Plainwell Paper Company, Inc., a Michigan corporation. |

| | |
|---|---|
| Dec. 1, 1970 | Weyerhaeuser Co. sold all stock in Plainwell Paper Company, Inc. to Milprint, Inc., a Delaware corporation, a subsidiary of Philip Morris Incorporated, a Virginia corporation. |
| Dec. 11. 1970 | Quit Claim Deed from Weyerhaeuser corporation to Plainwell Paper Company, Inc., a Michigan corporation, for Plainwell Mill parcels including the 12th Street Landfill. |
| Feb. 28, 1977 | Milprint, Inc. changed its name to Philip Morris Industrial, Inc. and merged with Polymer Industries, Inc. a Delaware corporation with Philip Morris Industrial, Inc. being the surviving corporation. Both before and after the merger, Philip Morris, Inc. was the sole shareholder of the merging corporations. |
| 1981 | The 12th Street Landfill ceased operation. |
| 1984 | The 12th Street Landfill was covered and seeded, but not closed in accordance with applicable regulations or in a manner which contained the paper residuals within the disposal area. |
| 1970 – 1985 | When Plainwell Paper Company was owned by Milprint / Philip Morris Industrial, Inc., it appears that they and Philip Morris, Inc. itself were directly involved in operating the Mill and Landfill through an operating division known as Nicolet Paper Co. and otherwise. A review of records obtained to date indicates that Philip Morris, through Nicolet and/or through Philip Morris Industrial Inc. failed to observe traditional corporate formalities and separateness, and Philip Morris was involved in extensive and pervasive control over Plainwell Mill operations in general, and decisions relating to pollution control in particular, including directly and/or indirectly controlling activity relating to waste discharges from Plainwell Mill to Kalamazoo River and the 12th Street Landfill. (See below) |
| April 23, 1985 | Philip Morris Industrial, Inc., a Delaware corporation, sold the stock of Plainwell Paper Co., Inc. to Chesapeake Corporation, a Virginia corporation. The representations and obligations of Seller were guaranteed by Philip Morris, Inc. |

| | |
|---|---|
| June 26, 1986 | Philip Morris Industrial, Inc. changed its name to Colonial Heights Packaging, Inc. |
| October 22, 1987 | Chesapeake Corporation sold the stock of Plainwell Paper Company, Inc. to Simpson Paper Co., a Washington corporation, and the name was changed to Simpson Plainwell Paper Co. |
| March 12, 1997 | Simpson Paper Co. sold the stock of the Simpson Plainwell Paper Co. to Plainwell Holding Co., a Delaware corporation, and the name was changed back to Plainwell Paper Company, Inc. |
| December 18, 1997 | Plainwell, Inc. was incorporated in Delaware and filed an Application for Certificate of Authority to Conduct Business in Michigan on February 5, 1998. |
| March 4, 1998 | Certificate of Merger/Consolidation filed in Michigan referencing a merger of Plainwell Paper Company, Inc. and Plainwell, Inc. with Plainwell, Inc., a Delaware corporation, as the surviving corporation. |
| Nov. 11, 2000 | On November 11, 2000, Plainwell, Inc. filed a Chapter 11 Bankruptcy petition in Bankruptcy Court in the Delaware District Case No. 00-4350. Filed schedules reference that Plainwell Holding Co. owns 100% of the stock in Plainwell, Inc.; that Plainwell Holding Co. is in bankruptcy (Case No. 4351); and that other companies affiliated with Plainwell, Inc. that have not filed for bankruptcy include Plainwell Shasta Holdings, Inc., Shasta Paper Co., Plainwell Tissue-Memphis, Inc., Shasta Holding Co., Inc. and Plainwell Memphis Holding Co. |

Additional documents relating to ownership of Plainwell Mill and the 12th Street Landfill are included as Attachment 1.

Documentation obtained by Weyerhaeuser to date that supports a conclusion that the Philip Morris entities failed to observe traditional corporate formalities and separateness in regard to Plainwell Paper Company and their extensive and pervasive control over the Plainwell Mill's operations is included as Attachment 2. Examples of such lack of separateness and control shown by the documents include:

- Announcements that Plainwell Mill would be operated as a division of Nicolet Paper, a part of Philip Morris (S20125).
- Nicolet Paper directly involved in negotiating contract with Plainwell Mill union employees (S20126).
- Philip Morris Incorporated press releases made on Nicolet Paper Company, Plainwell Division letterhead (S20125).
- Numerous correspondence and memos sent via "inter-office correspondence" between Philip Morris and Plainwell Paper Company officers.
- Nicolet Paper Company letterhead used in correspondence with Army Corps of Engineers regarding discharge permit to Kalamazoo River (S20715).
- A corporate structure in which the general manager of Plainwell Paper Co., Inc. reports directly to the President of Nicolet Paper Company and also is Vice President of Nicolet Paper Company, per Nicolet Paper Company news release, September 13, 1971 (S14739).
- Environmental reporting to State of Michigan referencing mill ownership as division of Nicolet Paper Company (S19639).
- Request to and approval from Nicolet Paper required for purchase of pump for Mill sludge pits on a Nicolet form, 1973 (0017777 and S220_____ [bates number not legible]).
- Nicolet approval form used for authorization to repair sump pumps, 1974.
- Nicolet authorization required to prepare engineering specs for waste treatment plant modifications, 1975 (S22924).
- PM Industrial approval documentation regarding waste water treatment modifications, May 26, 1976 (S22901 - S22902).
- Inter-company correspondence from Philip Morris Industrial regarding special project concerning assuring all operations within PMI conform to newly passed Toxic Substance Control Act, April 12, 1977 (S19439 or S19479).
- March 23, 1978 letter from Plainwell Paper Co., Inc., an affiliate of Philip Morris Incorporated, to Michigan Department of Natural Resources representatives regarding waste water permit issues referencing that expansion project at Plainwell Mill is subject to approval by Philip Morris.
- Correspondence from Plainwell Paper Co., Inc., an affiliate of Philip Morris, to Michigan Water Resources Commission dated April 28, 1978,

regarding waste water discharge permit issues and that changes at Plainwell Mill affecting waste water discharges are subject to capital request proposal submitted to Philip Morris.

- Philip Morris Industrial policies and procedural memorandum dated 06-01-78 sent to Plainwell Mill referencing that its policy applies to all employees of Philip Morris Inc. and its subsidiaries (S19392).
- Plainwell Paper newsletter dated November 2, 1980, bearing Philip Morris Industrial logo and referencing that in December of 1970 the Plainwell Mill was reopened as Plainwell Paper Company, Inc. under the ownership of Philip Morris Incorporated.
- Michigan Department of Natural Resources notice of non-compliance regarding Plainwell Mill NPDES permit violations for December 1981 titled as In the Matter of "Plainwell Paper Company, Division of Philip Morris Company".
- Inter-office correspondence on "Plainwell Paper, an affiliate of Philip Morris Industrial Incorporated" letterhead regarding waste water treatment plant engineering sent to Philip Morris Industrial officers. Correspondence references, among other things, that purchase orders for engineering drawings will be cleared through management prior to issuance.
- Draft of Consent Agreement with Michigan Department of Natural Resources regarding NPDES permit violations identifying Plainwell Mill as "Plainwell Paper Company, an affiliate of Philip Morris Industrial Incorporated."
- Philip Morris, Inc. forms showing the request to, and approval of, Philip Morris officers for wastewater treatment plant upgrades at the Plainwell Mill (S22379-22380).
- Correspondence from Philip Morris, Inc. loss prevention and environmental protection manager to Plainwell Paper Company offering assistance regarding PCB Transformer matters dated November 30, 1984 (S12354).
- Plainwell Paper Company memo dated November 4, 1985 re "PCB Transformers" stating "it looks like allowing 'Uncle Phil' to replace our four transformers was a good decision." (S12408-12410).

**c) all evidence showing that the owner controls or controlled access to any portion of the Site; and**

See General Response. Detailed information on current access and control are unknown to Weyerhaeuser. Limited, and potentially out-of-date information on access and control of access to the Plainwell Mill and 12th Street Landfill are

described in Sections 4.12.2 and 4.13.2 , respectively, in the "Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site, Description of the Current Situation" report by Blasland, Bouck & Lee, Inc. (BB&L) dated July 1992.

**d) all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at or from the owner's property during the period of its ownership.**

See General Response and the responses to Questions 3, 4, 5, 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32 33, 34, 35, 36, and 37 in the Mediation Questionnaire Response Document.

**5. Identify all current and prior operators, including lessors, of the Site or any portion thereof. For each such operator, further identify:**

**a) the property at which it conducts or conducted operations;**

See General Response and response to 4(a) above.

**b) the dates of operation;**

See General Response and response to 4(b) above.

**c) the nature of the operator's operations;**

See General Response and the response to Questions 2(c) and 3(a) through 3(d) in the Mediation Questionnaire Response Document.

**d) all evidence that the operator controls or controlled access to the Site or any portion thereof; and**

See General Response and response to 4(b) and 4(c) above.

**e) all evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the portion of the Site at which the operator conducts or conducted operations.**

See General Response and response to 4(d) above.

**6. Identify each source or potential source of the release of hazardous substances, pollutants, or contaminants (e.g. polychlorinated biphenyls or "PCBs") from the Plainwell mill including, without limitation:**

**a) discharges of total suspended solids ("TSS") in wastewater;**

See the response to Question 26(e) in the Mediation Questionnaire Response Document.

**b) erosion from waste disposal areas located at the Plainwell mill, or owned and operated by you and/or others for the disposal of wastes generated at the Plainwell mill (e.g. the 12th Street Landfill);**

See the response to Question 29(i) in the Mediation Questionnaire Response Document .

c) **exceedances of TSS loading limits established by the State of Michigan and/or EPA;**

See the responses to Questions 28(e) and 36 in the Mediation Questionnaire Response Document.

d) **dewatering lagoon areas located at the Plainwell mill;**

See the response to Question 29 (a) and (i) in the Mediation Questionnaire Response Document. Also, see Sections 1.1.2 , 2.2.1, 3.2, and 4.1 in the "Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site, Technical Memorandum 15, Mill Investigation" report by BB&L dated August 1996.

e) **storm sewer leaks and discharges;**

See the responses to Questions 30, 31, 32 and 37 in the Mediation Questionnaire Response Document.

f) **sewer line leaks and discharges; and**

See the responses to Questions 26, 28, 30, 31, and 32 in the Mediation Questionnaire Response Document.

g) **machine, transformer or other equipment leaks and discharges.**

See the responses to Question 33 in the Mediation Questionnaire Response Document.

7. **Identify any data, estimates, analyses or other information regarding the nature and quantity of hazardous substances released from each source or potential source you identified in response to Request #6, above. To the greatest extent possible, provide any such data, estimates, analyses or other information on an annual basis.**

All available information related to these sources is included in the responses to Questions 6(a) through 6(g) above.

8. **Identify any data, estimates, analyses or other information regarding the history of flooding from the Kalamazoo River at the Plainwell paper mill or at the 12th Street Landfill. To the greatest extent possible, provide such data, estimates, analyses or other information on an annual basis.**

See Sections 2.5 and 3.1.5 in "Focused Feasibility Study, 12th Street Landfill Operable Unit, Plainwell Michigan, Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site" by Geraghty & Miller (G&M) dated July, 1997 for information related to the 12th Street Landfill.

9. **Identify any data, analyses or other information regarding potential erosion of waste materials from the sludge lagoons, the 12th Street Landfill, or from any other area of contamination at the Plainwell paper mill into the Kalamazoo River.**

   See Sections 2.5 and 3.1.5 in "Focused Feasibility Study, 12th Street Landfill Operable Unit, Plainwell Michigan, Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site" by Geraghty & Miller (G&M) dated July, 1997 for information related to the 12th Street Landfill. See Sections 2.2 and 3.2 in the "Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site, Technical Memorandum 15, Mill Investigation" report by BB&L dated August 1996 for information related to the mill property. In addition, see the response to Question 29(i) in the Mediation Questionnaire Response Document .

10. **Identify the acts or omissions of any person that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants (e.g. PCBs) at or from the Site or any portion thereof, including the Plainwell mill and the 12th St. Landfill.**

    See General Response and the responses to Questions 31, 32 and 33 in the Mediation Questionnaire Response Document. Also, see the response to Question 38 in this document.

11. **Identify any data regarding the nature and quantity of hazardous substances released as the result of the acts or omissions identified by you in response to Request # 10, above.**

    See the response to Question 10 above.

12. **Identify all persons who you believe may have knowledge or information about the generation, transportation, treatment, disposal or other handling of waste materials, including hazardous substances, at the Site or any portion thereof, including the Plainwell mill and the 12th St. Landfill.**

    See General Response. Former Plainwell Mill employees with knowledge include Lou Burd, George Lawton, Ivan Honeysett, Carl Gren, and John Kauffman. It is our understanding that copies of the depositions and affidavits from these individuals were supplied to U.S. EPA by Plainwell, Inc. as part of the supporting documentation for the Mediation Questionnaire Response. Additionally, it appears the following employees of Philip Morris controlled entities, as identified in the documents attached as Attachment 2, may have such knowledge: Jack Jewell, Ted M. Stefan, Dallas M. Kersey, William D. McCoy, Eugene J.T. Flanagan, William Transue, Gary R. Weidy, Donald V. Martin, Horace Faber, Jim Hays, Richard L. Radt, Richard Saddler, Alan Macnair, Tom Pitcher, Ed MacDonald, Jim Gray, Robert Goodrich, Jerry Wiley, R.P. Reid, Jim Harris, Frank Sebastian, Robert G. Etter, L. Blusche, C. Sue Wolfe, Ben Strong, J.C. Farrand, Gary Lonaworth, F.M. Stefan, G.U. White, P. Goldschmidt, W.F. Sperber, G.W. Weiss, I. Gellman, D. Bromley, J. Jones, W. Goggins, J. Durnin,

L. Busche, D. Detrick, A.D. Griffin, J. Asmuth, E. Kime, W.O. Wilfert, R. Becker, A. Wernick, K. Bechdel, A. Cohen, James B. Kurtzweil, James R. Kieckhefer, Emil Warnez, Samuel Taylor, John Fleckenstein, B. Brown, T. Contrucci, H. Millington, J. Bishop, Gary Longworth, S. H. Pouliot, Jim Ishmael, James Schrandt, Ken Gilbreath, William E. Thacker, Khaja Naimuddin, John G. Kelleher and Edward John Reeve.

13. **Identify all persons who may have arranged for disposal or treatment, or arranged for transportation for disposal or treatment, of waste materials, including hazardous substances, at the Site or any portion thereof, including the Plainwell mill and the 12th St. Landfill.**

See General Response and the responses to Questions 4 and 12 above.

**In addition, identify the following:**

a) **The waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance;**

See General Response and the responses to Questions 13, 15, 16, 17, 18, 19, 20, 21, 26, 27, 28, 29, 34, 35, and 37 in the Mediation Questionnaire Response Document.

b) **The quantity of the waste materials or hazardous substances involved (weight or volume); and**

See General Response and the responses to Questions 15, 18 , 21, 27, 29, and 35 in the Mediation Questionnaire Response Document.

c) **All tests, analyses, and analytical results concerning the waste materials.**

See General Response and the responses to Questions 3(g), 14(e), 15(c), 17(e),18(c), 20(e), 21(c), 26(e), 27(c), 28(d), 29(f) and (g), 34, 35, 37 in the Mediation Questionnaire Response Document.

14. **Do you have any insurance coverage that may in whole or in part cover any of the costs to conduct any cleanup, remediation or other action to address contamination at the 12th St. Landfill operable unit, at the Plainwell mill or elsewhere at the Site? If yes, state the name of all entities and persons insured, the name and address of the insurance carrier(s), and identify and provide a copy of all such policies.**

Coverage on the site may be available for the period of May 1961-December 1970. Attachment 3 is a coverage chart that identifies the policies maintained by Weyerhaeuser Company for itself and its subsidiaries for the period described. Since a claim of coverage was made with respect to other sites, some policies are believed to be exhausted. See Attachment 4. Moreover, any claim of coverage will probably involve many of the standard defenses common in claims for environmental coverage,

ranging from the conclusion that the policy in question does not extend to coverage of environmental liability to allegations that the policy holder expected or intended the environmental damage. Moreover, claims for coverage usually involve issues of division of responsibility among the insurance companies (what is commonly known as "stacking"). Accordingly, no judgment about the likelihood of any recovery can be made. If upon reviewing the information provided the U.S. EPA would still like copies of one or more policies, please advise and copies will be provided.

15. **Do you have any agreement, other than those identified in response to Request #14, above, with any person pursuant to which that person, or any other person, agrees to cover in whole or in part any of the costs to conduct any cleanup, remediation or other action to address contamination at the Plainwell mill or elsewhere at the Site? If yes, identify all parties to such agreement(s), and provide a copy of all such agreements.**

    Weyerhaeuser believes that the nature of the sale of the Plainwell Mill and 12th Street Landfill operations as a going concern by way of stock sale to the Philip Morris Inc. controlled entities (Plainwell Paper Company, Inc./Milprint, Inc./ Philip Morris Industrial, Inc./Colonial Heights Packaging, Inc.) was such that the Philip Morris entities assumed all past, present, future, known and unknown liabilities associated with the Plainwell Mill and 12th Street Landfill operations. This would include the obligation to effectively close and maintain the 12th Street Landfill.

16. **Have you incurred any costs associated with the investigation, remediation or other action to address contamination at the Site or any portion thereof? If yes, identify all costs incurred by you through the date of this Request.**

    Yes. Weyerhaeuser has, to date, incurred costs of approximately $750,000 associated with tasks, including, but not limited to, witness interviews; site visits; historical record searches and reviews; assisting attorney Robb in the mediation with the KRSG; review of technical reports, Records of Decision and the like; review of KRSG litigation materials; and responding to a 104(e) request and a Special Notice Letter.

17. **Identify any data, analyses or other information regarding the corporate relationship between Philip Morris Industrial Inc. and the corporate entities that owned and/or operated the Plainwell mill between December of 1970 and April of 1985.**

    See response to Question 4 (b).

18. **Identify any data, analyses or other information regarding the continuing legal effect of the indemnification agreement between Philip Morris Industrial Inc. and Chesapeake Corporation, its successor and assigns, upon confirmation of the bankruptcy plan of Plainwell Inc. and Plainwell Holding Company.**

    Weyerhaeuser understands that such an indemnification agreement exists and that Plainwell contends it will terminate upon the confirmation of the above-mentioned

bankruptcy. To the extent this Request seeks any legal analysis of that contention which Weyerhaeuser may have prepared, Weyerhaeuser asserts that such a request exceeds the authority granted under section 104(e).

19. **Identify any data, analyses or other information regarding the source(s) of carbonless copy paper used in the papermaking processes at the Plainwell mill.**

    Weyerhaeuser is not aware that the mill had a "source" or a supplier of carbonless copy paper. Carbonless copy paper would have been an undesirable fiber source to be culled out with other "contaminants", like plastics and latex, from the recyclable materials. See also response to Question 23 below.

20. **For any source identified in your response to #19, identify the year or years in which each source provided carbonless copy paper to the Plainwell mill for use in the papermaking process.**

    See response to Question 19.

21. **Identify any data, estimates, analyses or other information regarding the types of carbonless copy paper used in the papermaking processes at the Plainwell mill.**

    See response to Question 19.

22. **For any type of carbonless copy paper identified in your response to #20, identify the year or years in which each type of carbonless copy paper was used in the papermaking processes at the Plainwell mill.**

    Not applicable.

23. **Identify any data, estimates, analyses or other information regarding the quantity of carbonless copy paper used in the papermaking processes at the Plainwell mill.**

    See the responses to Questions 3(c), 4(a), 7, 9, 11, 22 and 23 in the Mediation Questionnaire Response Document.

24. **With regard to your response to Question #23, above, identify on an annual basis between 1954 and November 6, 2000 the quantity of carbonless copy paper used in the papermaking processes at the Plainwell mill.**

    See the responses to Questions 3(c), 4(a), 7, 9, 11, 22 and 23 in the Mediation Questionnaire Response Document. Quantification is not possible beyond determining that the amount was minimal.

25. **Identify any data, estimates, analyses or other information regarding the quantity of deinked pulp used in the papermaking processes at the Plainwell mill.**

    See the responses to Questions 3(c), 7(d), 13(a), 22(a) and 23 in the Mediation Questionnaire Response Document.

**26. With regard to your response to Question #25, above, identify on an annual basis between 1954 and November 6,2000 the quantity of deinked pulp used in the papermaking processes at the Plainwell mill.**

See the responses to Questions 3(c), 7(d), 13(a), 22(a) and 23 in the Mediation Questionnaire Response Document.

**27. Identify any data, estimates, analyses or other information regarding the presence of PCBs in any pulp, paper or papermaking by-product (e.g. broke and trim) used in the papermaking processes at the Plainwell mill.**

See the responses to Questions 4(a) and (b), 7(b) and (e), 9(e), 11(e), 13(c), 16(c) 19(c), 23(e) and (f) and 25(c) in the Mediation Questionnaire Response Document.

**28. Identify any data, estimates, analyses or other information regarding the concentrations of PCBs in the carbonless copy paper, deinked pulp or papermaking by-product (e.g. broke and trim) used in the papermaking process at the Plainwell mill.**

See answers to Nos. 19-24 above regarding carbonless copy paper used at the mill. See also the responses to Questions 7(e), 9(e), 11(e), 13(c), 16(c) 19(c), 23(e) and (f) and 25(c) in the Mediation Questionnaire Response Document.

**29. With regard to your response to Question #28, above, identify on an annual basis between 1954 and November 6, 2000 the PCB concentration in any pulp, paper or papermaking by-product (e.g. broke and trim) used in the papermaking processes at the Plainwell mill.**

See the responses to Questions 7(e), 9(e), 11(e), 13(c), 16(c) 19(c), 23(e) and (f) and 25(c) in the Mediation Questionnaire Response Document.

**30. Identify any data, estimates, analyses or other information regarding the effectiveness of hand-sorting on the removal of carbonless copy paper from the deinking stock at paper mills during the period between 1954 through November 6, 2000.**

See the responses to Questions 4(a) and (b), 7(b), and 23(b) in the Mediation Questionnaire Response Document relative to the Plainwell mill. We are unaware of any responsive information relative to other mills.

**31. Identify any data, estimates, analyses or other information regarding the effectiveness of the wastewater treatment system(s) at the Plainwell mill to remove PCBs from the mill's wastewater prior to its discharge into the Kalamazoo River.**

See the responses to Questions 14, 15(c), 17(e), 18(c), 20(e), 21(c), 26, and 28(d) in the Mediation Questionnaire Response Document.

**32. With regard to your response to Question #31, above, identify on an annual basis between 1954 and November 6, 2000 the effectiveness of the wastewater treatment system(s) at the Plainwell mill to remove PCBs from the mill's wastewater prior to its discharge in the Kalamazoo River.**

See the responses to Questions 14, 15(c), 17(e), 18(c), 20(e), 21(c), 26, and 28(d) in the Mediation Questionnaire Response Document.

**33. Identify any data, estimates, analyses or other information regarding the mass quantity of paper produced at the Plainwell mill. In addition, provide such data on an annual basis for each year in which the mill produced paper.**

See the responses to Questions 25(a) in the Mediation Questionnaire Response Document.

**34. Identify any data, estimates, analyses or other information regarding the mass quantity of PCBs disposed into the Kalamazoo River as a result of wastewater discharges from the Plainwell mill papermaking processes.**

Very little PCB data available. See the responses to Questions 28(d) and 32 in the Mediation Questionnaire Response Document.

**35. With regard to your response to Question #34, above, identify on an annual basis between 1954 and November 6, 2000 the mass quantity of PCBs disposed into the Kalamazoo River as a result of wastewater discharges from the Plainwell mill papermaking processes.**

Very little PCB data available. See the responses to Questions 28(d) and 32 in the Mediation Questionnaire Response Document.

**36. Identify any data, estimates, analyses or other information regarding the mass quantity of PCBs in the 12th St. Landfill.**

See the response to Question 29(g) in the Mediation Questionnaire Response Document. The mass presented in that response is based on the arithmetic mean of the landfill residuals sample results. A more accurate value would be calculated by using the Theissen Polygon Method, which weights each sample result relative to the volume of soil it represents.

**37. With regard to your response to Question #36, above, identify on an annual basis between 1955 and November 6, 2000 the mass quantity of PCBs disposed of in the $12^{th}$ St. Landfill.**

We are not aware of any available data on an annualized basis.

**38. Identify any data, estimates, analyses or other information regarding the erosion of material from the $12^{th}$ St. Landfill into the adjacent powerhouse channel and/or into the Kalamazoo River.**

See the response to Question 29(i) in the Mediation Questionnaire Response Document.

During the period of Weyerhaeuser ownership, there does not appear to be any evidence of direct release of paper mill residuals from the 12th Street Landfill to the Kalamazoo River or the power house channel (see for example the Staff Report from Chester Harvey of the Water Resources Commission dated August 15, 1968.)

Following Weyerhaeuser's period of ownership, there are indications that the period of use of the 12th Street Landfill was stretched considerably beyond prudent limits. For example, a Nicolet Paper internal memo dated April 26, 1971 estimated that the landfill would be full in 3 years. In fact, the landfill was used for another 10 years with only minimal improvements and upgrades, which certainly aggravated conditions and arguably lead to the breaches that ultimately resulted in the site being included as an Operable Unit of the Kalamazoo River Superfund Site. The primary reason for the extended use was economics. The landfill, as operated, was an inexpensive means to dispose of sludge as indicated in a letter dated December 6, 1977 from James Farrand at Plainwell to Roger Przybysz at MDNR. There were a number of letters in the timeframe from 1974 to 1980 from the MDNR to the Plainwell Mill indicating the landfill should be closed soon. The date kept stretching until MDNR pressure and new regulations finally stopped the filling.

The interim closure of the facility in 1984 was late and was not wholly effective in preventing erosion of the cover and washout of residuals from the landfill. The MDNR had been requesting closure for several years and had recommended a 2-foot clay cover over the entire site. Plainwell's consultant, Williams & Works, in a proposal to George Lawton dated August 25, 1982, indicated a loamy soil cover would be adequate and it was selected as a low cost alternative by Plainwell management.

In a site visit by the MDNR on June 10, 1987, significant washouts of paper mill sludge from the landfill were observed. Samples of this exposed sludge were collected and analyzed for PCBs. The results of the analysis showed detectable concentrations of PCBs.

The Mill's follow-up to this situation was inadequate. In July 1987, Plainwell received a proposal for investigation and final closure of the landfill. However, a formal work plan was not sent to MDNR until December 31, 1987. Preliminary work on this investigation was not initiated until April 1988. Additional requests for action were made by MDNR in 1989. On January 4, 1990, the MDNR denied Plainwell's request to begin design work for the final closure/site remediation because they concluded that necessary investigative work had not been completed. By August 1990, the site was placed on the NPL.

Correspondence related to the landfill obtained from MDEQ files are included as Attachment 5.

**39. With regard to your response to Question #38, above, identify on an annual basis between 1955 and November 6, 2000 the mass quantity of PCBs that eroded from the 12th St. Landfill into the adjacent powerhouse channel and/or into the Kalamazoo River.**

There is no available information regarding the mass of PCBs that may have eroded into the powerhouse channel or the Kalamazoo River. However, as indicated in the response to Question 38 above, it appears that any such releases occurred after the period of Weyerhaeuser's ownership.

**40. Identify any data, estimates, analyses or other information regarding the relative contributions of PCBs to Kalamazoo River system by facilities, as that term is defined in CERCLA, located between Morrow Lake and Lake Allegan.**

In its role of providing technical and legal assistance to counsel for Plainwell, Inc. in the Kalamazoo River Superfund Mediation discussed above, Weyerhaeuser became privy to estimates and analyses prepared by the mediating parties of relative contributions, or PCB loading, to the Kalamazoo River by the individual paper mills. In doing so, Weyerhaeuser agreed to be bound by a joint defense and confidentiality agreement with counsel for Plainwell, Inc., and by the confidentiality provisions of the mediation agreement, which provide that all statements, submissions, written materials and views submitted by a mediating party are privileged and confidential. Consequently, Weyerhaeuser respectfully declines to provide such information prepared by the mediating parties.

Nevertheless, based upon the information otherwise available to Weyerhaeuser regarding relative contributions of PCBs to the Kalamazoo River System, we believe the contribution of the Plainwell mill, relative to other typically larger paper mills, is very low. The Plainwell Mill's relative contribution arguably is in the neighborhood of 1% of the total PCB loading from paper mills. Factors supporting this conclusion include:

- The total amount of paper production at the Plainwell mill was much lower than at any of the other mills.
- The total amount of wastepaper furnish (the source of NCR paper that contained PCBs) used by the Plainwell mill was far lower than any other mill.
- The Plainwell Mill ceased deinking by January of 1963.
- The amounts of untreated wastewater discharges (bypasses) from the Plainwell mill were much lower than at any other mill.
- The products manufactured by the Plainwell mill (fine paper) discouraged the use of NCR paper as a source of furnish since the latex and pigments in NCR paper would have seriously affected the quality of the product. Many of the

other mills did not have these quality constraints and would have been inclined to use NCR paper to lower their production costs.

- The Plainwell mill was a pioneer in waste water treatment on the Kalamazoo River, operated pilot treatment systems before the rest of the mills along the Kalamazoo, and had a comparatively high treatment efficiency compared to most of the other mills.

We also believe there is a significant "orphan" share of PCBs to the Kalamazoo River as a result of discharges from facilities other than paper mills. Data from the RI report indicate sediments contain significant percentages of PCBs not related to NCR paper or its recycling. This data is consistent with the presence of PCBs in sediments upstream of the paper mills, also indicating the presence of other source(s). In addition, discharges from municipal waste water treatment facilities are believed to be significant. Cumulatively, this orphan share further reduces the Plainwell mill's relative contribution of PCBs to the Kalamazoo River.

Weyerhaeuser is prepared to provide and discuss more detailed estimates of relative contributions once the information responses from the other paper mills and information regarding other sources becomes available.

**41. Identify any data, estimates, analyses or other information regarding the damage to natural resources in the Kalamazoo River system caused by the presence of PCBs in the river system.**

Weyerhaeuser has copies of documents and information made available to the public by MDEQ/US EPA public information meetings, Additionally, PCB data for fish, turtles, and terrestrial biota and a risk assessment are presented in the October 2000 RI/FS and Supplemental RI/FS generated by BBL.

Please contact me with any questions you may have related to this submittal.

Very truly yours,

Joseph P. Jackowski

Joseph P. Jackowski
Senior Legal Counsel
Weyerhaeuser Company

Enclosures

CC Timothy J. Lozen, Esq.
James E. McCourt, Jr.
John Gross
Kathryn R. Huibregtse
Steven L. Martin

## Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Joseph P. Jackowski
Senior Environmental Manager
Weyerhaeuser Company

Form SCC 18

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

## APPOINTMENT OF REGISTERED AGENT AND ESTABLISHMENT OF REGISTERED OFFICE

EXPLANATION OF THIS FORM: Every corporation doing business in Virginia has a registered agent and a registered office. A change can be made only by filing this Form 18. A new Form 18 must be filed whenever there is a change in the name or business address of the agent or whenever the agent dies, resigns or ceases to be qualified. Form 18A must be filed when a corporation changes its name.

The registered agent is the person to whom official communications are sent and on whom legal process is served. It is his duty to forward all such papers to the proper officer of the corporation. He should not be appointed without his consent in writing.

The agent once appointed remains the agent until his successor is appointed. It is important for the corporation to have at all times who its registered agent is.

DEFINITION OF WORDS: A new appointment does not become legally effective until this form has been filed by the Clerk of the State Corporation Commission. The word "OLD" will be used to describe the agent who remains the agent until this form has been filed. The word "NEW" will be used to describe the agent who will be the agent after this form has been filed. (Of course the "old" agent may be the same person as the "new" agent.) The same terminology will apply to the registered office.

### STATEMENT

0107595

1. The name of the corporation is: PHILIP MORRIS INCORPORATED

2. The corporation is incorporated under the laws of the state of Virginia

3. The name and address of the OLD registered agent and the OLD registered office were:

JOHN W. RIELY

707 East Main St., 11th Floor, P. O. Box 1535

Richmond, Virginia 23212

4. Its NEW registered agent is a resident of Virginia. His name is: Joseph C. Carter, Jr.
*[Item 4 must be completed even if same as shown in Item 3]*.

5. The address of its NEW registered office is the same as the address of the Business Office of the NEW registered agent.

That address is: 707 East Main St., P. O. Box 1535, Richmond 23212, Va.
(Number) (Street) (Post Office) (Zone)

6. The NEW registered agent is [ ] an officer of the corporation or [ ] a director of the corporation or [X] a member of the Virginia State Bar. [Check the applicable square or squares.]

If an officer, his title is: _____

~~7. The new agent was appointed and the new office established by a resolution duly adopted by the board of directors of the corporation.~~

8. Location of OLD and NEW registered offices: [*Instruction for Item 8:* No place in Virginia is located in both a city and a county. (This is not true of any other state in the United States.) For jurisdictional purposes in bringing lawsuits, serving process, filing papers, etc., it is necessary to know which city or county the registered office is in. (If you do not know the name of the city or county, ask your registered agent to inform you.) Be sure to insert the words "city of" or "county of" because some cities and counties have the same name.]

(A) The OLD registered office was located in the City of Richmond
(City or County)

(B) The NEW registered office is located in the City of Richmond
(City or County)

I declare under the penalties of perjury that the facts stated herein are true.

PHILIP MORRIS INCORPORATED
(Name of Corporation)

By James T. Bradham
Assistant Secretary Title

~~This statement must be executed in the name of the corporation by the chairman or vice-chairman of the board of directors, the president or a vice-president and NOT BY ANY OTHER OFFICER. The registered agent may sign this statement if he changes his business address, and by signing, certifies that a copy has been mailed to the corporation.~~

~~FEES—Send one, two or three separate checks for fees exactly in accordance with the fee schedule on the back of this form.~~

# CERTIFICATE OF CORPORATION TRANSACTING BUSINESS UNDER AN ASSUMED OR FICTITIOUS NAME

The undersigned corporation having adopted an assumed name for use in Virginia and being desirous of conducting or transacting business in the State of Virginia, City of Richmond under such assumed or trade name hereby certifies:

1. The name other than its corporate name under which such business is to be conducted or carried on is SELECT MARKETING.

2. Such name is owned by Philip Morris Incorporated, a Virginia corporation, whose principal office is located at 100 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the undersigned Secretary of the corporation declares that the facts herein stated are true and has executed the certificate on behalf of the corporation named herein on the 4th day of November, 1986.

0175795-0

PHILIP MORRIS INCORPORATED

By Eugene J. T. Flanagan
Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK,

The foregoing instrument was acknowledged before me this 4th day of November, 1986 by Eugene J. T. Flanagan the Secretary of Philip Morris Incorporated, a Virginia corporation, on behalf of the corporation.

Colleen O'Neil # 474 2845

My Commission Expires 3/30/87

0017683

CIRCUIT COURT CITY
OF RICHMOND:

I, Iva R. Purdy, Clerk of the Circuit Court of the city of Richmond, do certify the the foregoing is a true, correct and complete copy of the originial that appears of record in November 7 1986 Book 3 Page 709 in the Clerk;s Office.

This 20th day of November 19 86

Teste: Iva P. Purdy

By: Veronica E. Brown D.C.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RICHMOND.

This deed was presented, and, with the Certificate annexed, admitted to record on NOV 7 1986 at 1:54 o'clock P .M.

| | |
|---|---|
| Clerk's Fee | 5.00 |
| Transfer Fee | |
| State Tax | / |
| City Tax | |
| Grantor's Tax | |
| Total | 5.00 |

File: Hunton & Williams

Teste:

Iva P. Purdy Clerk

CS139047

# ARTICLES OF EXCHANGE AND REDUCTION

of

Philip Morris Incorporated

and

Philip Morris Companies Inc.

1. The Plan of Exchange is set forth as Exhibit A (the "Plan").

2. As to Philip Morris Incorporated ("PMI"), the Plan (including the provisions for cancellation of treasury shares) was approved at a meeting of the Board of Directors held on February 27, 1985. Notice was given on March 15, 1985 to each holder of record of Common Stock, $1 par value, of PMI on March 15, 1985, the record date established by the Board of Directors for holders of such stock entitled to vote at the meeting held on April 25, 1985. Such notice was given in the manner prescribed by the Virginia Stock Corporation Act and was accompanied by a copy of the Plan and the Plan was adopted by such holders on April 25, 1985. The number of shares of PMI outstanding and entitled to vote on the Plan was 120,746,740 shares of Common Stock; 94,576,517 shares were voted for the adoption of the Plan; 1,513,694 shares were voted against the Plan; and 1,819,947 shares abstained from voting on the Plan.

3. As to Philip Morris Companies Inc., the Plan was adopted and performance of its terms approved by its Board of Directors by unanimous written consent dated March 1, 1985, and no other corporate action is required.

4. The number of PMI treasury shares immediately prior to the Effective Date of the Plan was 7,234,528 and as a result of the cancellation of treasury shares in accordance with the Plan, the stated capital of PMI is reduced by $7,234,528. On the Effective Date of the Plan, PMI's stated capital will be $119,139,384.



0017883

Dated as of July 1, 1985

PHILIP MORRIS INCORPORATED

By: _____
President

and

By: _____
Assistant Secretary

PHILIP MORRIS COMPANIES INC.

By: _____
Vice President

and

By: _____
Assistant Secretary

Exhibit A

# PLAN OF EXCHANGE
# of
# Shares of Philip Morris Incorporated
# for
# Shares of Philip Morris Companies Inc.

1. The name of the corporation proposing to exchange its shares is Philip Morris Incorporated ("PMI"). The name of the corporation that is to acquire the outstanding shares of PMI is Philip Morris Companies Inc. ("Philip Morris Companies").

2. On the day when the State Corporation Commission of Virginia shall issue a certificate of exchange relating to this Plan of Exchange (the "Effective Date"):

(a) Each outstanding share of common stock, $1 par value, of PMI shall, by operation of law and without further action, be automatically converted into and exchanged for one share of common stock, $1 par value, of Philip Morris Companies; and

(b) Each right outstanding to acquire a share of common stock, $1 par value, of PMI, whether by stock option, conversion or otherwise, shall, by operation of law and without further action, be automatically converted into and exchanged for the right to acquire a share of common stock, $1 par value, of Philip Morris Companies; and

(c) Each treasury share of common stock, $1 par value, of PMI shall be automatically cancelled; and

(d) Philip Morris Companies shall become the owner and holder of all of the outstanding shares of common stock, $1 par value, of PMI.

3. Upon the Effective Date, each certificate evidencing ownership of outstanding shares of common stock, $1 par value, of PMI shall automatically and without any action by the holder thereof, be deemed to evidence an identical number of shares of common stock, $1 par value, of Philip Morris Companies.

4. Upon the Effective Date, the directors of PMI shall become the directors of Philip Morris Companies.

5. No holder of any share of PMI shall have the right to dissent from this Plan of Exchange and seek cash in exchange for his shares of PMI.

6. This plan of exchange may be terminated at any time before its Effective Date (whether or not the shareholders have cast their votes with regard thereto) by the affirmative vote of a majority of the Board of Directors of either PMI or Philip Morris Companies.

017595

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

RICHMOND, July 1, 1985

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

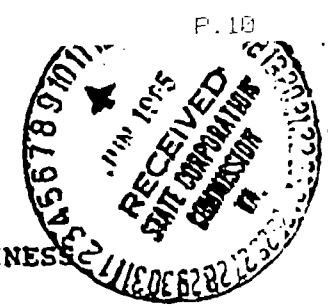
and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF EXCHANGE AND REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Thomas P. Harwood, Jr.
Commissioner




CERTIFICATE OF CORPORATION TRANSACTING BUSINESS
UNDER AN ASSUMED OR FICTITIOUS NAME

The undersigned corporation having adopted an assumed name for use in Virginia and being desirous of conducting or transacting business in the State of Virginia, City of Richmond under such assumed or trade name hereby certifies:

1. The name other than its corporate name under which such business is to be conducted or carried on is BENSON & HEDGES.

2. Such name is owned by Philip Morris Incorporated, a Virginia corporation, whose principal office is located at 100 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the undersigned Secretary of the corporation declares that the facts herein stated are true and has executed the certificate on behalf of the corporation named herein on the 29th day of May, 1985.

017595

PHILIP MORRIS INCORPORATED

By _____
Secretary

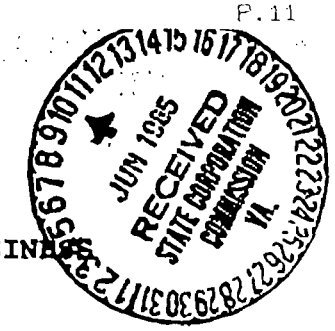
STATE OF NEW YORK )
:
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 29th day of May, 1985 by Eugene J.T. Flanagan the Secretary of Philip Morris Incorporated, a Virginia corporation, on behalf of the corporation.

_____

HELEN PRUSTACE
Notary Public, State of New York
No. 31-4730004
Qualified in New York County
Commission Expires March 30, 19[illegible]

001883




CERTIFICATE OF CORPORATION TRANSACTING BUSINESS
UNDER AN ASSUMED OR FICTITIOUS NAME

The undersigned corporation having adopted an assumed name for use in Virginia and being desirous of conducting or transacting business in the State of Virginia, City of Richmond under such assumed or trade name hereby certifies:

1. The name other than its corporate name under which such business is to be conducted or carried on is PHILIP MORRIS U.S.A.

2. Such name is owned by Philip Morris Incorporated, a Virginia corporation, whose principal office is located at 100 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the undersigned Secretary of the corporation declares that the facts herein stated are true and has executed the certificate on behalf of the corporation named herein on the 29th day of May , 1985.

PHILIP MORRIS INCORPORATED

By Eugene J. T. Flanagan
Secretary

STATE OF NEW YORK )
:
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 29th day of May , 1985 by Eugene J.T. Flanagan the Secretary of Philip Morris Incorporated, a Virginia corporation, on behalf of the corporation.

Helen Frustace

HELEN FRUSTACE
Notary Public, State of New York
No. 31-4730204
Qualified in New York County
Commission Expires March 30, 1987

JUN 1985
RECEIVED
STATE CORPORATION COMMISSION
VA.

CERTIFICATE OF CORPORATION TRANSACTING BUSINESS
UNDER AN ASSUMED OR FICTITIOUS NAME

The undersigned corporation having adopted an assumed name for use in Virginia and being desirous of conducting or transacting business in the State of Virginia, City of Richmond under such assumed or trade name hereby certifies:

1. The name other than its corporate name under which such business is to be conducted or carried on is PHILIP MORRIS INTERNATIONAL.

2. Such name is owned by Philip Morris Incorporated, a Virginia corporation, whose principal office is located at 100 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the undersigned Secretary of the corporation declares that the facts herein stated are true and has executed the certificate on behalf of the corporation named herein on the 29th day of May, 1985.

PHILIP MORRIS INCORPORATED

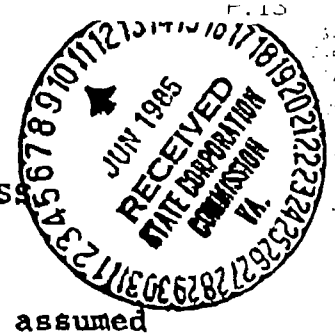
By Eugene J. T. Flanagan
Secretary

STATE OF NEW YORK )
:
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 29th day of May, 1985 by Eugene J. T. Flanagan the Secretary of Philip Morris Incorporated, a Virginia corporation, on behalf of the corporation.

Helen Frustace

HELEN FRUSTACE
Notary Public, State of New York
No. 31-4750204
Qualified in New York County
Commission Expires March 30, 19




CERTIFICATE OF CORPORATION TRANSACTING BUSINESS
UNDER AN ASSUMED OR FICTITIOUS NAME

The undersigned corporation having adopted an assumed name for use in Virginia and being desirous of conducting or transacting business in the State of Virginia, City of Richmond under such assumed or trade name hereby certifies:

1. The name other than its corporate name under which such business is to be conducted or carried on is PRODUCT OPINION LABORATORY.

2. Such name is owned by Philip Morris Incorporated, a Virginia corporation, whose principal office is located at 100 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the undersigned Secretary of the corporation declares that the facts herein stated are true and has executed the certificate on behalf of the corporation named herein on the 29th day of May , 1985.

PHILIP MORRIS INCORPORATED

By Eugene J. T. Flanagan
Secretary

STATE OF NEW YORK )
:
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 29th day of May, 1985 by Eugene J. T. Flanagan the Secretary of Philip Morris Incorporated, a Virginia corporation, on behalf of the corporation.

HELEN FRUSTACE
Notary Public, State of New York
No. 31-4750204
Qualified in New York County
Commission Expires March 30, 1986

Helen Frustace

RECEIVED

MAY 11 1964

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

FILED

MAY 13 1964

Commissioner
Michigan Corporation & Securities Commission

WEY0000000007792

GOLD SEAL APPEARS ONLY ON ORIGINAL

# STATE ARCHIVES

## INVOICE FOR SERVICES

Date: 9-3-92

Name: Freeman McKenzie

Address: attn: Diane Leech

75 North Main

Mt. Clemens, MI

Description of Services:

☒ Machine Copies:

30 page(s) at .20 cents each. Subtotal 6.00

☐ Microfilm:

_____ roll(s) at _____ dollars each. Subtotal _____

☐ Reader/printer:

_____ copy(s) at _____ cents each. Subtotal _____

☐ Certifications:

_____ certification(s) at _____ dollars each. Subtotal _____

☐ Sound Recordings:

____ reel(s) or cassette(s) at _____ dollars each. Subtotal _____

☐ Other:

_____ Subtotal _____

GRAND TOTAL: $6.00

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR CHECK OR MONEY ORDER. MAKE DRAFT PAYABLE TO THE STATE OF MICHIGAN. SEND TO:

STATE ARCHIVES
MICHIGAN HISTORICAL CENTER
MICHIGAN DEPARTMENT OF STATE
LANSING, MICHIGAN 48918-1837

WEY000000007795

☐ Central Upper Peninsula and Northern Michigan University Archives, Northern Michigan University, 1401 Presque Isle Avenue, Marquette, MI 49855-5351.

☐ Archives & Historical Collections, Room 101, Conrad Building, Michigan State University, East Lansing, MI 48824-1327

☐ Copper Country Historical Collections and Michigan Technological University (MTU) Archives, 1400 Townsend Drive, MTU, Houghton, MI 49931-1295

☐ Archives & Historical Collections, Van Pelt Library, 1400 Townsend Drive, Michigan Technological University, Houghton, MI 49931-1295

☐ Archives & Regional History Collections, Western Michigan University, 111 East Hall, East Campus, Kalamazoo, MI 49008-5081

☐ Archives of Labor History & Urban Affairs, Walter P. Reuther Library, 5401 Cass Avenue, Wayne State University, Detroit, MI 48202-1704

☐ Burton Historical Collections, Detroit Public Library, 5201 Woodward Avenue, Detroit, MI 48202-4093

☐ Clarke Historical Collections, Park Library, Central Michigan University, Mount Pleasant, MI 48859-3720

☐ Corporations Division, Department of Consumer and Industry Services, 6546 Mercantile Way, P.O. Box 30054 , Lansing, MI 48909-7554

☐ Library of Michigan, 717 West Allegan, P.O. Box 30007, Lansing, MI 48909-7507
☐ Genealogy Section ☐ Reference ☐ Government Documents ☐ Law Library

☐ Mackinac Island State Park Commission, Michigan Department of Natural Resources, Knapps Centre, 300 S. Washington Square, Suite 430, P.O. Box 30028, Lansing, MI 48909-7528

☐ Michigan Historical Collections, Bentley Historical Library, University of Michigan, 1150 Beal Avenue, Ann Arbor, MI 48109-2113

☐ National Archives & Records Services, 8th & Pennsylvania Avenue, N.W., Washington D.C. 20408

☐ Veteran's Affairs Office, Department of Military Affairs, North Ottawa Building, 611 West Ottawa Street, Third Floor, Lansing, MI 48913

☐ Vital Records Section, Michigan Department of Community Health, P.O. Box 30195, 3423 N. Martin Luther King Jr. Blvd., Lansing, MI 48909 (Birth, Marriage, Divorce, Death)

☐ Other_____

_____

_____

_____

_____

_____

The Department of State is an equal opportunity employer and service provider. If you need an accommodation or have been denied services, telephone (517)373-3559 or TDD (800)827-7007

INTER-OFFICE CORRESPONDENCE

Plainwell Paper

Affiliate of Philip Morris Industrial Incorporated

TO: S. Taylor, J. Kurtzweil, B. Hines, L. Henseler, G. Longworth, C. Gren, GWL 83-140

DATE: June 16, 1983

FROM: G. Lawton

SUBJECT: Michigan DNR - Consent Decree

---

I spoke to Garth Aslakson early this afternoon. He reported that he had written a draft of a proposed Consent Decree for us and sent it to Lansing this morning. The basic details are listed below:

1. No change in present discharge limits through the end of 1986.

2. The addition of a phosphorous discharge limit at 1 ppm daily average, 2 ppm max. day to the permit. This is to account for the use of phosphoric acid in the new plant.

3. Construction to start within 10 days after formal signing.

4. Construction complete within 6 months. Plant in full operation, including tests, within 9 months from formal signing date.

The Decree has to be reviewed in Lansing. Then we should meet with DNR to review it and make any changes. The draft, with our indication of agreement, would be presented to the Natural Resources Commission at their mid-July meeting for approval. Formal signing would take place shortly afterwards.

Garth felt that the week of June 27 or July 4 would be practical as a date for the DNR-Plainwell meeting. We will prepare for that meeting in the interim period.

The proposed limits and timetables do not appear to cause us any problems.

In order to get ready to meet the timetable we should be prepared to do the following very soon:

1. Sign the formal agreement with Arus, contingent on the DNR approval proceeding as outlined.

2. Sell the Bonds.

3. Engage the Dewatering Contractor as soon as bids are evaluated.

4. Engage the Civil Contractor as soon as bids are evaluated.

5. Release formal purchase orders for equipment immediately after the date of the NRC meeting, if approval is voted.

We can still get the plant completed prior to January 1, 1984. We will have to work quickly during the remaining part of the summer to accomplish this.

George

GL:jj

cc: GWL 83-134

INTER-OFFICE CORRESPONDENCE

Plainwell Paper

Affiliate of Philip Morris Industrial Incorporated

TO: S. Taylor
J. Kurtzweil
L. Henseler
G. Longworth
C. Gren

DATE: June 8, 1983

FROM: G. Lawton, B. Hines

SUBJECT: Waste Water Treatment Plant Engineering

---

Confirming conversations held with Jim Kurtzweil and Sam Taylor on Tuesday, June 7, engineering activities on the Waste Water Treatment Improvement Project will continue at a reasonable pace while a decision on permit limits is being reached by Michigan Department of Natural Resources.

It is our intention to be ready to proceed with contract awarding, purchase order issuance and initial construction activities as soon as agreement is reached with Michigan DNR.

The current process design will be retained essentially intact even if the limits are reduced significantly. The additional elements required to meet the lower limits will be treated as "add-ons" to the process. Only a small amount of equipment will require re-engineering for capacity.

Arus Architect-Engineer has been instructed to proceed with engineering at an expenditure level not to exceed $12,000 per week for four weeks. It is expected that design and process engineering activities can be completed in that time period. At that time, a re-examination of this state of the project will be made.

Plainwell will issue AAR a purchase order covering two items. 1) The engineering activities from 5/16 to 6/3 which were not updated on purchase order 71017. And 2) the next four weeks. This purchase order will be the only contract between Arus and ourselves.

During this phase, it may be expedient to issue purchase orders for engineering drawings and letters of intent to selected suppliers of equipment. These will be cleared through management prior to issuance.

FUNDING REQUIRED 5/16 - 7/1

1. Design Engineering - 5/16 to 6/3 $ 37,845
   W/E 6/10 12,000
   W/E 6/17 12,000
   W/E 6/24 12,000
   W/E 7/1 12,000
   Total $85,845

2. Purchase Orders for Drawings

| | |
|---|---|
| Dorr Oliver | $ 5,780 |
| Envirex | 5,435 |
| Total | $10,215 |

3. Purchase Order for Sludge Removal

   James Harris $25,000

   (This item will be examined by Hines and myself because the amount of sludge could not be estimated accurately. A reasonable settlement will be worked out with Mr. Harris.)

4. Purchase Orders and Letters of Intent which will be needed. Suppliers and amounts are not yet known.

   Drain Pumps - special motors
   Aeration Blowers - long delivery

5. Total Funds Needed - $121,060 plus additions.

George Lawton

George Lawton

Bob Hines

GL;BH:jj

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

In the Matter of:

Plainwell Paper Company
200 Allegan Street
Plainwell, Michigan 49080/

Draft.
Not signed.
Enforcement Division
Did not feel Consent
Agreement was
[illegible]

CONSENT AGREEMENT

Plainwell Paper Company (the Company), an affiliate of Philip Morris Industrial Incorporated, and the Michigan Department of Natural Resources (MDNR) agree to the following:

1. The Company has a history of exceeding existing NPDES permit limits.

2. The Company is prepared to invest appropriate capital in it's Wastewater Treatment Facility to bring the Company into compliance with their permit limits.

3. The Company submitted to the MDNR a proposal titled "Renovation of the Biological Waste Treatment System" in April 1983.

4. The Company made application for an Inland Lakes and Streams permit to relocate the treatment facility discharge point.

5. The Company will begin construction of the Wastewater Treatment Facility within ten (10) days of formal signing of this agreement by the Company and MDNR.

6. Within six (6) months of the beginning of construction, the Wastewater Treatment Facility will be completed.

7. Within nine (9) months of the beginning of construction, a performance test will be completed and the renovated Wastewater Treatment Facility will be fully operational and operating.

8. The Company currently discharges treated waste water to the Kalamazoo River under NPDES Permit # MI 0003794. The limits contained in that permit will remain unchanged until 1986. Those limits are:

| PARAMETER | LIMIT | SAMPLE |
|---|---|---|
| OUTFALL 004 | | |
| oil and grease | 10 mg/l daily maximum | weekly-grab |
| total residual chloride | .024 mg/l | weekly-grab |
| pH | 6.5 to 9.5 units | weekly-grab |
| flow | no limit | continuous |
| OUTFALL 005 | | |
| oil and grease | 10 mg/l daily maximum | weekly-grab |
| pH | 6.0 to 9.0 units | weekly-grab |
| flow | 3.5 MGD - maximum | continuous |
| June 1 through October 31 | | |
| BOD | 545 kg/day-daily maximum | 24 hour composite |
| | 1200 lbs/day-daily maximum | 24 hour composite |
| TDS | 636 kg/day-daily maximum | 24 hour composite |
| | 1400 lbs/day-daily maximum | 24 hour composite |
| November 1 through May 31 | | |
| BOD | 545 kg/day-daily average | 24 hour composite |
| | 1200 lbs/day-daily average | 24 hour composite |
| | 818 kg/day-daily maximum | 24 hour composite |
| | 1800 lbs/day-daily maximum | 24 hour composite |
| TDS | 636 kg/day-daily average | 24 hour composite |
| | 1400 lbs/day-daily average | 24 hour composite |
| | 955 kg/day-daily maximum | 24 hour composite |
| | 2100 lbs/day-daily maximum | 24 hour composite |

9. Upon completion of the Wastewater Treatment Facility renovation a phosphorus limit will be imposed. Phosphorus limits will be:

| PARMETER | LIMIT | SAMPLE |
|---|---|---|
| OUTFALL 005 | | |
| phosphorus-total | 1 mg/l-daily average | weekly-grab |
| | 2 mg/l-daily maximum | weekly-grab |
| | 30 lbs/day-daily average | weekly-grab |
| | 60 lbs/day-daily maximum | weekly-grab |

PLAINWELL PAPER COMPANY

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF NATURAL RESOURCES

_____ _____

dated:_____ dated:_____

Plainwell Paper

CERTIFIED MAIL

Affiliate of Philip Morris Industrial Incorporated

Samuel J. Taylor | Vice President General Manager | Headquarters | Plainwell Michigan 49080 | 616 685 5851

May 11, 1983

Mr. Gary Guenther
Bureau Chief
Environmental Protection Bureau
Box 300
Lansing, MI 48909

Dear Mr. Guenther:

BACKGROUND

Plainwell Paper Company was notified most recently, on November 23, 1982, via WRC No. NC-11-82-11-4451 of continuing non-compliance with Permit No. MI 003794.

On April 19, 1983, Plainwell Paper Co. submitted plans and specifications to Water Quality Division, Michigan Department of Natural Resources for a project to alleviate such non-compliance based on present permit discharge limits.

On May 9, 1983, Mr. Garth Aslakson, Water Quality Specialist, informed Plainwell Paper's Mr. George Lawton, that permit discharge limits might change as a result of studies underway on the Kalamazoo River. Mr. Garth Aslakson was unable to identify the magnitude or timing of such changes.

DISCUSSION

Plainwell Paper Company has proceeded to engage Engineering and Construction Management Services, based on the original permit discharge levels. Detailed design and equipment selection has been proceeding toward a mid-June ground-breaking date.

EDC bonding through the City of Plainwell has been approved, but the bonds have not been placed on sale pending your approval of the project.

Plainwell Paper's Corporate Management requires formal Michigan Department of Natural Resources approval of the project prior to entering into written contract agreements or placement of purchase orders. Such formal approval is necessary prior to June 1, 1983, or all work on the project must cease. Any interruption at this state of the project will delay completion of the project and will result in additional costs to Plainwell Paper Company

CONCLUSION

Plainwell requires: (1) Assurance that the present permit discharge limits will remain in effect on a long term basis and, (2) approval of project plans and specifications to bring this facility into compliance with present and future discharge permit levels. Without both, we cannot proceed.

Plainwell Paper Company strongly urges your prompt consideration and approval of the project.

Very truly yours,

PLAINWELL PAPER CO., INC.

Samuel J. Taylor

SJT/va

cc: Mr. Bill Marks
Chief, Surface Water Quality Div.
Environmental Protection Bureau

Mr. Fred Morley
Water Quality Div.
Environmental Protection Bureau

Mr. Garth Aslakson
Water Quality Div.
Environmental Protection Bureau

Mr. William McCoy, President
Philip Morris Industrial
100 Park Avenue
New York, New York 10017

Mr. James Kurtzweil, Exec. V.P.
Philip Morris Industrial

STATE OF MICHIGAN

CANDICE S. MILLER, Secretary of State

MICHIGAN DEPARTMENT OF STATE

LANSING, MICHIGAN 48918-0001

SEPTEMBER 10 1998

FREEMAN MCKENZIE
DIANNE LEECH
75 NORTH MAIN
MT CLEMENS, MI 48045

MICHIGAN HISTORICAL CENTER

MICHIGAN LIBRARY AND
HISTORICAL CENTER
717 WEST ALLEGAN

STATE ARCHIVES
517/373-1408

Dear Patron:

Thank you for your recent inquiry. Your request has been handled as follows:

- ☒ Information is enclosed.
- ☐ We do not have the data/record(s) you seek.
- ☐ We suggest you contact the agency/research facility indicated on the back of this letter.
- ☐ Your letter, addressed to another agency, has been forwarded to this office for reply.
- ☒ See enclosed invoice for charges. Please return the invoice with your check or money order. Keep the second copy for your files.
- ☐ The money that accompanied your letter will be refunded by our Finance Section. People are asked not to send money to government agencies unless requested to do so.
- ☒ See comments on reverse side.

Sincerely,

Archivist

MH-65 (6/98)

726182001

10AM

FILED

JUL 1 1988

PHILIP MORRIS INDUSTRIAL INCORPORATED
(a Delaware corporation)

Certificate as to Amendment
of Certificate of Incorporation

I, William K. Transue, President of PHILIP MORRIS INDUSTRIAL INCORPORATED, a Delaware corporation, hereby certify that the Board of Directors of this Corporation has advised and duly resolved that the first paragraph of the Certificate of Incorporation of this Corporation be amended to read as follows:

FIRST. The name of this corporation is Colonial Heights Packaging Inc.

and that such amendment has been duly adopted by the Board of Directors and the shareholders, all in accordance with Section 242 of the Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 1986.

William K. Transue
President

attest: Gary R. Weidy
Secretary

1936N

0017883

# CERTIFICATE OF CHANGE OF REGISTERED AGENT AND REGISTERED OFFICE

# OF

# PHILIP MORRIS INDUSTRIAL INCORPORATED

2565-12
FILED
DEC 21 1977 10AM

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

* * * * *

PHILIP MORRIS INDUSTRIAL INCORPORATED, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is THE PRENTICE-HALL CORPORATION SYSTEM, INC., and the present registered office of the corporation is in the County of Kent.

At a meeting of the Board of Directors of PHILIP MORRIS INDUSTRIAL INCORPORATED, held on 13th day of December A. D. 1977, the following resolution was duly adopted:

> Resolved, that the registered office of PHILIP MORRIS INDUSTRIAL INCORPORATED in the state of Delaware be and it hereby is changed to No. 100 West Tenth Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, PHILIP MORRIS INDUSTRIAL INCORPORATED, has caused this statement to be signed by [illegible] K. Lewis, its Vice President and attested by [illegible] Fleckhefer, its Secretary this [illegible] day of December, 1977.

By _____
Vice President

ATTEST:

_____
Secretary

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
229 SOUTH STATE STREET
DOVER, DELAWARE 19901

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
229 SOUTH STATE STREET
DOVER, KENT COUNTY, DELAWARE
19901

2565-12
FILED
OCT 7 1977 9AM

RESTATED CERTIFICATE OF INCORPORATION
OF
PHILIP MORRIS INDUSTRIAL INCORPORATED

(Original Certificate of Incorporation filed April 3, 1929 under the name of Milprint Products Corporation; name changed to Milprint, Inc. by Certificate of Amendment filed October 7, 1936 and to Philip Morris Industrial Incorporated by Agreement and Plan of Merger filed February 28, 1977.)

* * * * * * * * * *

FIRST. The name of this corporation is PHILIP MORRIS INDUSTRIAL INCORPORATED.

SECOND. Its registered office in the State of Delaware is located at 229 South State Street, in the City of Dover, County of Kent. The name of its registered agent at such address is The Prentice-Hall Corporation System, Inc.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares which the corporation shall have authority to issue is three hundred eighty-five thousand (385,000) shares, consisting of one class only, designated as "Common Stock," of the par value of Two Dollars ($2.00) per share.

FIFTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend, or repeal the By-Laws of the corporation, subject to the power of the holders of stock having voting power to amend or repeal the By-Laws made by the Board of Directors.

Elections of directors need not be by ballot unless the By-Laws of the corporation shall so provide.

SIXTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

* * * * * *

This Restated Certificate of Incorporation has been duly adopted by the sole stockholder of the corporation in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation has been made under the seal of the corporation and has been signed by the undersigned, said William D. McCoy, its President, and James R. Kieckhefer, its Secretary, respectively, this 21st day of September, 1977.

William D. McCoy, President

ATTEST:

James R. Kieckhefer, Secretary

STATE OF WISCONSIN )
) SS
COUNTY OF MILWAUKEE )

Be it remembered that on this 21st day of September, 1977, personally came before me, a Notary Public for the State of Wisconsin, William D. McCoy, President of Philip Morris Industrial Incorporated, a Delaware corporation, the corporation described in the foregoing Restated Certificate of Incorporation, known to me personally to be such, and he, the said William D. McCoy, as such President, duly executed said Restated Certificate of Incorporation before me and acknowledged the said Restated Certificate of Incorporation to be his act and deed and the act and deed of said corporation; and that the facts stated therein are true; that the signatures of the said President and of the Secretary of said corporation to said foregoing Restated Certificate of Incorporation are in the handwriting of said President and of the Secretary of said corporation, respectively; and that the seal affixed to said Restated Certificate of Incorporation is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Notary Public, State of Wisconsin
My Commission

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
220 SOUTH STATE STREET
DOVER, DELAWARE 19901

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
220 SOUTH STATE STREET
DOVER, KENT COUNTY, DELAWARE
19901

FILED
FEB 28 1977 9AM.

SIGNED

# AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") made and entered into as of the 21st day of February, 1977, between Milprint, Inc., a Delaware corporation (hereinafter sometimes called "Milprint" or the "Surviving Corporation"), and Polymer Industries, Inc., a Delaware corporation (hereinafter sometimes called "Polymer"), Milprint and Polymer being hereinafter sometimes collectively called the "Constituent Corporations,"

W I T N E S S E T H :

Milprint is a corporation duly organized and existing under the laws of the State of Delaware, having its registered office therein located at 229 South State Street, Dover, Kent County, Delaware.

Polymer is a corporation duly organized and existing under the laws of the State of Delaware, having its registered office therein located at 100 West Tenth Street, Wilmington, New Castle County, Delaware.

The authorized capital of Milprint consists of 385,000 shares of Common Stock of the par value of $2.00 per share, all of which have been issued, are outstanding, and are owned by Philip Morris Incorporated, a Virginia corporation (hereinafter sometimes called "Philip Morris").

The authorized capital of Polymer consists of 350,000 shares of Common Stock of the par value of $.01 per share, all of which have been issued, are outstanding, and are owned by Philip Morris.

The Boards of Directors of Milprint and Polymer have determined that the Merger provided for herein is desirable and in the best interests of the corporations and their sole stockholder, have approved this Merger Agreement by resolutions duly adopted by each, and have directed that this Merger Agreement be submitted to Philip Morris, the sole stockholder of each, for approval and adoption.

NOW, THEREFORE, Milprint and Polymer, in consideration of the agreements, covenants and conditions contained herein, and in accordance with the applicable provisions of the laws of the State of Delaware, hereby agree as follows:

## ARTICLE I
## MERGER; EFFECT OF MERGER

At the Effective Date of the Merger (as defined in Article IV):

00059

1. Polymer shall be merged with and into Milprint, which shall be the Surviving Corporation, and Milprint shall merge Polymer into itself (such merger being herein sometimes called the "Merger"). The separate existence of Polymer shall cease, except to the extent provided by the laws of the State of Delaware in the case of a corporation after its merger into another corporation. The corporate existence of Milprint shall continue unaffected and unimpaired by the Merger, and as the Surviving Corporation, it shall continue to be governed by the laws of the State of Delaware.

2. As the Surviving Corporation, Milprint shall thereupon and thereafter possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations; and the title to any real estate, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or transacted by it.

3. Any action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

4. From time to time thereafter, as and when requested by Milprint, or by its successors and assigns, the officers and directors of Polymer last in office shall and will execute and deliver such deeds and other instruments, take or cause to be taken such further or other actions as shall be necessary in order to vest or perfect or to confirm, of record or otherwise, Milprint's title to and possession of all of the property, rights, privileges, powers and franchises of Polymer, and otherwise to carry out the purposes of this Merger Agreement.

## ARTICLE II
## CERTIFICATE OF INCORPORATION, BYLAWS, AND DIRECTORS

The Certificate of Incorporation of Milprint, as previously amended, shall be further amended on the Effective Date of the Merger by changing Article First thereof to read as follows:

> "The name of this Corporation is PHILIP MORRIS INDUSTRIAL INCORPORATED."

From and after the Effective Date of the Merger, and until further amended as provided therein or by law, said Certificate of Incorporation, as thus amended, may be certified separately and apart from this Merger Agreement as the Certificate of Incorporation of the Surviving Corporation.

The By-laws of Milprint, as existing and constituted on the Effective Date of the Merger, shall be and constitute the By-laws of the Surviving Corporation, until amended as provided therein or by law.

From and after the Effective Date of the Merger, the Directors of the Surviving Corporation shall be:

William D. McCoy
Fred M. Stefan
George Weissman
Ross R. Millhiser
Shepard P. Pollack
Jetson E. Lincoln
James B. Kurtzweil
George R. Lewis
Edward B. Kime
Richard L. Radt

and the officers of the Surviving Corporation shall be:

| | | |
|---|---|---|
| William D. McCoy | - | President and Chief Executive Officer |
| James B. Kurtzweil | - | Executive Vice President Operations |
| George R. Lewis | - | Vice President Financial and Planning; Treasurer |
| Alan G. Wernick | - | Vice President Personnel |
| Robert G. Etter | - | Vice Piesident New Business Development |
| Ralph J. Becker | - | Vice Piesident Purchasing |
| Richard L. Radt | - | Vice President |
| Edward B. Kime | - | Vice President |
| Jack R. Jewell | - | Secretary |

all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-laws of the Surviving Corporation.

## ARTICLE III
## NO CONVERSION OF SHARES

Since Philip Morris is the sole stockholder of both Milprint and Polymer, on the Effective Date of the Merger, the issued and outstanding shares of Common Stock of Polymer shall, by virtue of the Merger and without any action on the part of Polymer, be cancelled and retired, and no shares of stock or other securities of the Surviving Corporation shall be issuable with respect thereto. The issued and outstanding shares of Common Stock of Milprint shall remain issued and outstanding shares of Common Stock of the Surviving Corporation and shall not be converted or exchanged in any manner as a result of the Merger.

## ARTICLE IV
## EFFECTIVE DATE OF MERGER

Upon approval of this Merger Agreement by the sole stockholder of Milprint and Polymer, this Merger Agreement shall be filed in the Office of the Secretary of State of Delaware. The Merger shall become effective at the close of business on February 28, 1977 or on the later completion of the filing of this Merger Agreement with the Secretary of State of Delaware in the manner required by the General Corporation Law of the State of Delaware (such date of effectiveness being herein called the "Effective Date of the Merger"). This Merger Agreement also shall be recorded in the manner provided by applicable Delaware law; the effectiveness of the Merger shall not be dependent upon such recording in Delaware.

## ARTICLE V
## TERMINATION

Anything contained in this Merger Agreement to the contrary notwithstanding, and notwithstanding approval of this Merger Agreement by the sole stockholder of Milprint and Polymer, this Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger by the Board of Directors of Milprint.

## ARTICLE VI
## MISCELLANEOUS

1. This Merger Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement,

and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party.

2. The Boards of Directors and the proper officers of the Constituent Corporations are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger herein provided for.

3. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

4. The headings of the several Articles herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Merger Agreement.

5. This Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused these presents to be signed in accordance with the General Corporation Law of the State of Delaware and its corporate seal to be hereunto affixed and attested by the signature of its Secretary or Assistant Secretary, all as of the day and year first above written.

MILPRINT, INC.

By _____
Edward B. Kime,
Chairman of the Board
of Directors

(CORPORATE SEAL)

Attest:

_____
Jack R. Jewell, Secretary

POLYMER INDUSTRIES, INC.

By _____
William D. McCoy, President

(CORPORATE SEAL)

Attest:

_____
Jack R. Jewell, Assistant Secretary

## CERTIFICATE

I, Jack R. Jewell, Secretary of Milprint, Inc., a Delaware corporation, hereby certify as such Secretary and under the seal of such corporation, that the sole stockholder of all of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and such stockholder consented in writing, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware, to the adoption of the aforegoing Agreement and Plan of Merger, which had been first duly approved by the Board of Directors of Milprint, Inc., and executed on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Milprint, Inc. this 22nd day of February, 1977.

(Corporate Seal)

Secretary

## CERTIFICATE

I, Jack R. Jewell, Assistant Secretary of Polymer Industries, Inc., a Delaware corporation, hereby certify as such Assistant Secretary and under the seal of such corporation that the sole stockholder of all of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and such stockholder consented in writing, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware, to the adoption of the aforegoing Agreement and Plan of Merger, which had been first duly approved by the Board of Directors of Polymer Industries, Inc., and executed on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Polymer Industries, Inc. this 22nd day of February, 1977.

(Corporate Seal)

Assistant Secretary

00064

The above Agreement and Plan of Merger, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, the Chairman of the Board of Directors or the President of each corporate party thereto does now hereby execute such Agreement and Plan of Merger and the Secretary or Assistant Secretary of each corporate party thereto does now hereby attest such Agreement and Plan of Merger under the corporate seal of their respective corporations, by authority of the directors and sole shareholder of such corporations, as the respective act, deed and agreement of each of such corporations, this 22nd day of February, 1977.

MILPRINT, INC.

By _____
Edward B. Kime,
Chairman of the Board
of Directors

(Corporate Seal)

Attest:

_____
Jack R. Jewell, Secretary

POLYMER INDUSTRIES, INC.

By _____
William D. McCoy, President

(Corporate Seal)

Attest:

_____
Jack R. Jewell, Assistant Secretary

# DDR
## Delaware Document Retrieval, Inc.
## Same Day Service
(302)658-9911
(800)343-1742

**REFERENCE #**
1002960702

| ORDER FROM: | ORDER TO: |
|---|---|
| RICK/DDR | CYNTHIA |

**NAME OF ENTITY:**
NICOLET PAPER CO.

| DATE OF SEARCH: | STATE OF: | COUNTY OF: |
|---|---|---|
| 11/14/02 | DE | New Castle |

**RECORDER OF DEEDS:** (UCC / FEDERAL TAX LIENS / FIXTURE FILING)

**U.S. DISTRICT COURT:**

**BANKRUPTCY COURT:**

**CHANCERY COURT:**

**SUPERIOR COURT:** (STATE TAX LIEN / JUDGMENTS/SUITS/CCP/EPA/ERISA)
CLEAR THRU 11/13

**CRIMINAL SEARCH:**

**OTHER:**
PROTHO- CLEAR THRU 11/13

0017683

Exhibit

# RESTATED ARTICLES OF INCORPORATION
# OF
# PHILIP MORRIS INCORPORATED

I. The name of the Corporation shall be PHILIP MORRIS INCORPORATED.

II. The purpose for which the Corporation is organized is the transaction of any or all lawful business not required to be specifically stated in these Articles.

III. In the absence of a by-law fixing the number of directors, the number shall be fifteen.

IV. The Corporation shall have authority to issue 200,000,000 shares of Common Stock of the par value of $1 each (hereinafter referred to as "Common Stock") and 10,000,000 shares of Serial Preferred Stock, without par value (hereinafter referred to as "Serial Preferred Stock").

## A. SERIAL PREFERRED STOCK

1. Issuance in Series. The Board of Directors is hereby empowered to cause the Serial Preferred Stock of the Corporation to be issued in series with such of the variations permitted by clauses (a) through (h) of this Section 1 as shall have been fixed and determined by the Board of Directors with respect to any series prior to the issue of any shares of such series.

The shares of the Serial Preferred Stock of different series may vary as to:

(a) the number of shares constituting such series and the designation of such series, which shall be such as to distinguish the shares thereof from the shares of all other series and classes;

(b) the rate of dividend, the time of payment and, if cumulative, the dates from which dividends shall be cumulative, and the extent of participation rights, if any;

(c) any right to vote with holders of shares of any other series or class and any right to vote as a class, either generally or as a condition to specified corporate action;

(d) the price at and the terms and conditions on which shares may be redeemed;

(e) the amount payable upon shares in event of involuntary liquidation;

(f) the amount payable upon shares in event of voluntary liquidation;

(g) any sinking fund provisions for the redemption or purchase of shares; and

(h) the terms and conditions on which shares may be converted, if the shares of any series are issued with the privilege of conversion.

The shares of all series of Serial Preferred Stock shall be identical except as, within the limitations set forth above in this Section 1, shall have been fixed and determined by the Board of Directors prior to the issuance thereof.

2. Dividends. The holders of the Serial Preferred Stock of each series shall be entitled to receive, if and when declared payable by the Board of Directors, dividends at the dividend rate for such series, and not exceeding such rate except to the extent of any participation right. Such dividends shall be payable on such dates as shall be fixed for such series. Dividends, if cumulative and in arrears, shall not bear interest.



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# ARTICLES OF AMENDMENT

## RESTATING THE ARTICLES OF INCORPORATION

## OF

## PHILIP MORRIS INCORPORATED

## 1979

1. The name of the Corporation is PHILIP MORRIS INCORPORATED.

2. The amendment is to restate the Articles of Incorporation to be in the form of the exhibit attached hereto.

3. At a meeting of the Board of Directors held on February 28, 1979, the amendment was found in the best interests of the Corporation and directed to be submitted to a vote at a meeting of stockholders. On or before March 23, 1979, notice was given to each stockholder entitled to vote of record at the close of business on March 15, 1979, the record date established by the Board of Directors. Such notice was given in the manner provided in § 13.1-26 of the Code of Virginia and was accompanied by a copy of the exhibit attached hereto. The amendment was adopted by the stockholders at a meeting held on April 26, 1979.

4. There were outstanding at the close of business on the record date, March 15, 1979, 62,244,572 shares of Common Stock.

5. The vote was: For, 45,670,427 shares; Against, 563,009 shares.

6. The amount of stated capital of the Corporation on the effective date of the restatement is $62,254,693.

Dated April 26, 1979

PHILIP MORRIS INCORPORATED

By Eugene J. Flanagan
Vice President

Mary E. Howell
Assistant Secretary

No dividends shall be declared or paid upon or set apart for the Common Stock, and no shares of Serial Preferred Stock or Common Stock shall be purchased, redeemed or otherwise reacquired for a consideration, nor shall any funds be set aside for or paid to any sinking fund therefor, unless and until (i) full dividends on the outstanding Serial Preferred Stock at the dividend rate or rates therefor, together with the full additional amount required by any participation right, shall have been paid or declared and set apart for payment with respect to all past dividend periods, to the extent that the holders of the Serial Preferred Stock are entitled to dividends with respect to any past dividend period, and the current dividend period, and (ii) all mandatory sinking fund payments that shall have become due in respect of any series of the Serial Preferred Stock shall have been made. Unless full dividends with respect to all past dividend periods on the outstanding Serial Preferred Stock at the dividend rate or rates therefor, to the extent that holders of the Serial Preferred Stock are entitled to dividends with respect to any particular past dividend period, together with the full additional amount required by any participation right, shall have been paid or declared and set apart for payment and all mandatory sinking fund payments that shall have become due in respect of any series of the Serial Preferred Stock shall have been made, no distributions shall be made to the holders of the Serial Preferred Stock of any series unless distributions are made to the holders of the Serial Preferred Stock of all series then outstanding in proportion to the aggregate amounts of the deficiencies in payments due to the respective series, and all payments shall be applied, first, to dividends accrued and in arrears, next, to any amount required by any participation right, and, finally, to mandatory sinking fund payments. The terms "current dividend period" and "past dividend period" mean, if two or more series of Serial Preferred Stock having different dividend periods are at the time outstanding, the current dividend period or any past dividend period, as the case may be, with respect to each such series.

3. Preference on Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, the holders of the Serial Preferred Stock of each series shall be entitled to receive, for each share thereof, the fixed liquidation price for such series, plus, in case such liquidation, dissolution or winding up shall have been voluntary, the fixed liquidation premium for such series, if any, together in all cases, with a sum equal to all dividends accrued or in arrears thereon and the full additional amount required by any participation right, before any distribution of the assets shall be made to holders of the Common Stock; but the holders of the Serial Preferred Stock shall be entitled to no further participation in such distribution. If, upon any such liquidation, dissolution or winding up, the assets distributable among the holders of the Serial Preferred Stock shall be insufficient to permit the payment of the full preferential amounts aforesaid, then such assets shall be distributed among the holders of the Serial Preferred Stock then outstanding ratably in proportion to the full preferential amounts to which they are respectively entitled. For the purposes of this Section 3, the expression "dividends accrued or in arrears" means, in respect of each share of the Serial Preferred Stock of any series at a particular time, an amount equal to the product of the rate of dividend per annum applicable to the shares of such series multiplied by the number of years and any fractional part of a year that shall have elapsed from the date when dividends on such shares became cumulative to the particular time in question less the total amount of dividends actually paid on the shares of such series or declared and set apart for payment thereon; provided, however, that, if the dividends on such shares shall not be fully cumulative, such expression shall mean the dividends, if any, cumulative in respect of such shares for the period stated in the articles of serial designation creating such shares less all dividends paid in or with respect to such period.

## B. COMMON STOCK

1. Subject to the provisions of law and the rights of holders of shares at the time outstanding of Serial Preferred Stock, the holders of Common Stock at the time outstanding shall be entitled to receive such dividends at such times and in such amounts as the Board of Directors may deem advisable.

2. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provision for payment in full for all debts and other liabilities of the Corporation and all preferential amounts to which the holders of shares at the time outstanding of Serial Preferred Stock shall be entitled, the remaining net assets of the Corporation shall be distributed ratably among the holders of the shares at the time outstanding of Common Stock.

3. The holders of Common Stock shall be entitled to one vote per share on all matters as to which a stockholder vote is taken.

4. No holder of Common Stock of the Corporation, as such, shall have any preemptive right to acquire shares or other securities of the Corporation or any subsidiary or affiliate of the Corporation.

V. Every person who becomes involved as a party or otherwise in any proceeding by reason of the fact that he is or was a director or officer shall be indemnified by the Corporation for amounts expended or obligations incurred by him in connection therewith except in relation to matters as to which he shall have been finally adjudged to be liable by reason of having been guilty of gross negligence or wilful misconduct in the performance of his duties as such director or officer. A "proceeding" shall be deemed to include any claim, action, suit or proceeding, civil or criminal, threatened or instituted, including a formal or informal investigative or administrative matter. The indemnification shall encompass fines, penalties, reasonable expenses (including counsel fees), settlements and judgments, including amounts paid or payable to the Corporation. In the absence of an express finding of gross negligence or wilful misconduct, no presumption thereof shall arise from the termination of any proceeding, irrespective of the manner of such termination. The persons covered hereby shall include all directors and officers of the Corporation, all who formerly served as such, and everyone who may have served at its request as a director or officer of another corporation.

Any such person who has been successful on the merits or otherwise with respect to any claim made in any proceeding shall be entitled to indemnification as of right with respect to such claim. He shall not be entitled to indemnification with respect to any claim as to which he is finally adjudged in any proceeding to have been guilty of gross negligence or wilful misconduct in the performance of his duties as such director or officer. In the case of all other claims, he shall be indemnified only if a finding shall have been made by a disinterested majority of the Board of Directors or by independent counsel appointed by the Board of Directors that he was not guilty of gross negligence or wilful misconduct in the performance of his duties as such director or officer and, in the event of settlement, that such settlement was or, if still to be made, will be in the best interests of the Corporation. It shall be the duty of the Board of Directors, upon the request of a person seeking indemnification, to cause such finding to be made or denied.

Expenses incurred with respect to any proceeding may be advanced by the Corporation prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he is entitled to indemnification under this Article.

The rights of indemnification provided in this Article shall enure to the benefit of the heirs, executors, administrators or legal representatives of the persons covered hereby; shall be in addition to any rights to which any such person may otherwise be entitled by any provision of law, articles of incorporation, by-law, contract, vote of stockholders or otherwise; shall apply to any proceeding whether or not based on matters antedating the effective date of this provision; and shall be in addition to and not in restriction or limitation of any other privilege or power which the Corporation may lawfully exercise with respect to the indemnification or reimbursement of directors, officers and others.

SCC 9A.-2M -10-15-85

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

AT RICHMOND,

The accompanying articles having been delivered to the State Corporation Commission on behalf of

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Thomas P. Harwood, Jr.
Commissioner

PHILIP MORRIS INCORPORATED

ARTICLES OF REDUCTION

1. The name of the Corporation is PHILIP MORRIS INCORPORATED.

2. On March 28, 1979, the Board of Directors of the Corporation adopted the following resolution:

RESOLVED, That 40,009 shares of Cumulative Preferred Stock, 4.90% Series, and 30,919 shares of Cumulative Preferred Stock, 4% Series, heretofore redeemed or otherwise reacquired by the Company are hereby retired; that the stated capital of the Company is hereby reduced by $7,694,800, being $100 in respect of each such share; and that after such cancellation, the stated capital of the Company shall be $62,254,196.

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 4.90% Series ..... | None |
| Cumulative Preferred Stock, 4% Series ..... | None |
| Common Stock ..... | 62,254,196 |

4. The amount to be [illegible] that the Corporation will have [illegible] after giving effect to such cancellation will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series ... | 30,446 |
| Cumulative Preferred Stock, 4% Series ..... | 19,436 |
| Common Stock..... | 150,000,000 |

Dated: March 28, 1974

BRILLI WORKS INCORPORATED

By Eugene J. T. Flanagan
Eugene J. T. Flanagan
Vice President

By Anthony W. Giraldi
Anthony W. Giraldi
Assistant Secretary

SCC 0A 2M 10-15-65

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
April 2, 1979

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Thomas P. Harwood, Jr.
*Commissioner*

PHILIP MORRIS INCORPORATED

Articles of Reduction

1. The name of the Corporation is

Philip Morris Incorporated

2. On January 25, 1978, the Board of Directors of the Corporation adopted the following resolutions:

RESOLVED, That 735 shares of cumulative preferred stock, 3.90% series, and 694 shares of cumulative preferred stock, 4% series, purchased by the Company other than for sinking fund purposes be cancelled;

RESOLVED, That pursuant to the Articles of Incorporation, this Company credit against the sinking fund requirements for its preferred stock for the fiscal year commencing January 1, 1977, 1,307 shares of the cumulative preferred stock, 3.90% series, and 1,999 shares of the cumulative preferred stock, 4% series, all of which shares were purchased other than through the sinking funds at prices not exceeding the redemption prices thereof on the respective dates of purchase;

RESOLVED, That the stated capital of the Company be reduced by $474,500 and that after such reduction the stated capital of the Company shall be $67,709,541.

3. On May 24, 1978, the Board of Directors of the Corporation adopted the following resolutions:

RESOLVED, That 589 shares of cumulative preferred stock, 3.90% series, and 384 shares of cumulative preferred stock, 4% series, purchased by the Company other than for sinking fund purposes be cancelled;

RESOLVED, That the stated capital of the Company be further reduced by an additional $94,300 and that after such further reduction the stated capital of the Company shall be $67,756,328.

4. After giving effect to such cancellations, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series . . . | 40,009 |
| Cumulative Preferred Stock, 4% Series . . . . | 36,919 |
| Common Stock . . . . . | 60,063,523 |

5. Shares of Cumulative Preferred Stock redeemed or credited against sinking fund requirements by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellations will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series . . . | 40,009 |
| Cumulative Preferred Stock, 4% Series . . . . | 36,919 |
| Common Stock . . . . . | 100,000,000 |

Dated: May 25, 1978

PHILIP MORRIS INCORPORATED

By Eugene J. T. Flanagan
Vice President

and By Anthony W. Giraldi
Assistant Secretary

SC [redacted] 2M-10-15-03

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
June 21, 1978

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Thomas P. Harrow, Jr.
*Commissioner*

# PHILIP MORRIS INCORPORATED

## Articles of Reduction

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. On January 26, 1977, the Board of Directors of the Corporation adopted the following resolutions:

RESOLVED, That 132 shares of cumulative preferred stock, 3.90% series, and 2,065 shares of cumulative preferred stock, 4% series, purchased by the Company other than for sinking fund purposes be cancelled;

RESOLVED, That pursuant to the Articles of Incorporation, this Company credit against the sinking fund requirements for its preferred stock for the fiscal year commencing January 1, 1976, 1,307 shares of the cumulative preferred stock, 3.90% series, and 1,999 shares of the cumulative preferred stock, 4% series, all of which shares were purchased other than through the sinking funds at prices not exceeding the redemption prices thereof on the respective dates of purchase;

RESOLVED, That the stated capital of the Company be reduced by $550,300 and that after such reduction the stated capital of the Company shall be $67,751,621.

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 42,620 |
| Cumulative Preferred Stock, 4% Series | 39,996 |
| Common Stock | 59,493,027 |

4. Shares of Cumulative Preferred Stock redeemed or credited against sinking fund requirements by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 42,620 |
| Cumulative Preferred Stock, 4% Series | 39,996 |
| Common Stock | 100,000,000 |

Dated: May 2, 1977

PHILIP MORRIS INCORPORATED

By _____
*Vice President*,

and By _____
*Assistant Secretary*

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# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
May 16, 1977

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
*Commissioner*

PHILIP MORRIS INCORPORATED

Articles of Reduction

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. On January 28, 1976, the Board of Directors of the Corporation adopted the following resolutions:

RESOLVED, That 272 shares of cumulative preferred stock, 3.90% series, and 166 shares of cumulative preferred stock, 4% series, purchased by the Company other than for sinking fund purposes be cancelled;

RESOLVED, That pursuant to the Articles of Incorporation, this Company credit against the sinking fund requirements for its preferred stock for the fiscal year commencing January 1, 1975, 1,307 shares of the cumulative preferred stock, 3.90% series, and 1,999 shares of the cumulative preferred stock, 4% series, all of which shares were purchased other than through the sinking funds at prices not exceeding the redemption prices thereof on the respective dates of purchase;

RESOLVED, That the stated capital of the Company be reduced by $374,400 and that after such reduction the stated capital of the Company shall be $68,181,636.

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series.. | 44,059 |
| Cumulative Preferred Stock, 4% Series..... | 44,060 |
| Common Stock..... | 59,369,736 |

4. Shares of Cumulative Preferred Stock redeemed or credited against sinking fund requirements by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

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| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series.. | 44,059 |
| Cumulative Preferred Stock, 4% Series..... | 44,060 |
| Common Stock..... | 100,000,000 |

Dated: February 23, 1976

PHILIP MORRIS INCORPORATED

By _____
Sherard P. Pollack
Vice President

and By _____
Anthony W. Giraldi
Assistant Secretary

SCC 9A 2M-10-15-65

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
March 8, 1976

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
Commissioner

PHILIP MORRIS INCORPORATED

Articles of Reduction

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. On January 29, 1975, the Board of Directors of the Corporation adopted the following resolutions:

RESOLVED, That 837 shares of cumulative preferred stock, 3.90% series, and 780 shares of cumulative preferred stock, 4% series, purchased by the Company other than for sinking fund purposes be cancelled;

RESOLVED, That pursuant to the Articles of Incorporation, this Company credit against the sinking fund requirements for its preferred stock for the fiscal year commencing January 1, 1974, and cancel 1,307 shares of the cumulative preferred stock, 3.90% series, and 1,999 shares of the cumulative preferred stock, 4% series, all of which shares were purchased other than through the sinking funds at prices not exceeding the redemption prices thereof on the respective dates of purchase;

RESOLVED, That the stated capital of the Company be reduced by $49,300 and that after such reduction the stated capital of the Company shall be $66,456,000.

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 45,638 |
| Cumulative Preferred Stock, 4% Series | 46,225 |
| Common Stock | 57,270,660 |

4. Shares of Cumulative Preferred Stock redeemed or credited against sinking fund requirements by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 45,638 |
| Cumulative Preferred Stock, 4% Series | 46,225 |
| Common Stock | 100,000,000 |

Dated: January 29, 1975

PHILIP MORRIS INCORPORATED

By C. G. Collingwood
C. G. Collingwood
Vice President

and By Mary E. Russell
Mary E. Russell
Assistant Secretary

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

AT RICHMOND,
February 7, 1975

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
Commissioner

PHILIP MORRIS INCORPORATED

Articles of Amendment

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. The amendment is as follows:

Strike out the first sentence of Article IV in its entirety and substitute in lieu thereof the following:

"IV. The Corporation shall have authority to issue 100,000,000 shares of Common Stock of the par value of $1 each and 96,786 shares of Cumulative Preferred Stock of the par value of $100 each (hereinafter referred to as 'Preferred Stock')."

3. The Board of Directors found the amendment in the best interests of the Corporation at a meeting held on February 27, 1974, and directed that it be submitted to a vote at a meeting of stockholders; notice was given between March 18, 1974 and March 29, 1974 to each stockholder of record at the close of business on March 25, 1974, the record date established by the Board of Directors; notice was given in the manner provided by the Virginia Stock Corporation Act and was accompanied by a copy of the amendment; and the amendment was adopted by the stockholders at a meeting held on April 24, 1974.

4. There were issued and outstanding 11,175 shares of Cumulative Preferred Stock, 3.90% Series and 20,457 shares of Cumulative Preferred Stock, 4% Series, neither

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of which was entitled to vote on the amendment. There were issued and outstanding 27,810,808 shares of Common Stock, each entitling the holder to one vote per share.

5. The vote was as follows:

Voted for, 23,215,032 shares; voted against, 58,935 shares.

PHILIP MORRIS INCORPORATED

By _____
Vice President

By _____
Assistant Secretary

SCC 9A 2M 10-15-65

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
April 25, 1974

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF AMENDMENT

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
*Commissioner*

PHILIP MORRIS INCORPORATED

Articles of Reduction

1. The name of the Corporation is

Philip Morris Incorporated

2. On March 27, 1974, the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, That 1,915 shares of Cumulative Preferred Stock, 3.90% Series and 3,988 shares of Cumulative Preferred Stock, 4% Series heretofore redeemed by the Company be cancelled, that the stated capital of the Company be reduced by $590,300 and that after such cancellation the stated capital of the Company shall be $37,554,390."

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 47,782 |
| Cumulative Preferred Stock, 4% Series | 49,004 |
| Common Stock | 27,875,790 |

4. Shares of Cumulative Preferred Stock redeemed by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 47,782 |
| Cumulative Preferred Stock, 4% Series | 49,004 |
| Common Stock | 50,000,000 |

Dated: March 27, 1974

PHILIP MORRIS INCORPORATED

By C. Gilbert Collingwood
Vice President - Finance

and By Mary E. Russell
Assistant Secretary

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SCC 9A 2M-10-13-65

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
April 3, 1974

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
Commissioner

# PHILIP MORRIS INCORPORATED

## Articles of Reduction

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. On January 31, 1973, the Board of Directors of the Corporation adopted the following resolution:

> "RESOLVED, That 52,159 shares of Cumulative Preferred Stock, 3.90% Series and 92,882 shares of Cumulative Preferred Stock, 4% Series heretofore redeemed by the Company be cancelled, that the stated capital of the Company be reduced by $14,504,100 and that after such cancellation the stated capital of the Company shall be $37,639,135."

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 49,697 |
| Cumulative Preferred Stock, 4% Series | 52,992 |
| Common Stock | 27,370,235 |

4. Shares of Cumulative Preferred Stock redeemed by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 49,697 |
| Cumulative Preferred Stock, 4% Series | 52,992 |
| Common Stock | 30,000,000 |

Dated: January 31, 1973

PHILIP MORRIS INCORPORATED

By John E. Cookman
Senior Vice President

and By
Assistant Secretary.

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# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,

February 15, 1973

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
*Commissioner*

PHILIP MORRIS INCORPORATED

Articles of Reduction

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. On October 25, 1972, the Board of Directors of the Corporation adopted the following resolution:

> "RESOLVED, That 3,921 shares of Cumulative Preferred Stock, 3.90% Series and 5,997 shares of Cumulative Preferred Stock, 4% Series heretofore redeemed by the Company be cancelled, that the stated capital of the Company be reduced by $991,300 and that after such cancellation the stated capital of the Company shall be $52,013,065."

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 101,356 |
| Cumulative Preferred Stock, 4% Series... | 145,874 |
| Common Stock..... | 27,240,065 |

4. Shares of Cumulative Preferred Stock redeemed by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 101,356 |
| Cumulative Preferred Stock, 4% Series... | 145,874 |
| Common Stock..... | 50,000,000 |

Dated: October 25, 1972

PHILIP MORRIS INCORPORATED

By John E. Cookman
Senior Vice President

and By Mary E. Russell
Assistant Secretary.

SCC DA 2M-10 15-05

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
February 15, 1973

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
*Commissioner*

PHILIP MORRIS INCORPORATED

Articles of Reduction

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. On October 25, 1972, the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, That 3,921 shares of Cumulative Preferred Stock, 3.90% Series and 5,997 shares of Cumulative Preferred Stock, 4% Series hereotofore redeemed by the Company be cancelled, that the stated capital of the Company be reduced by $991,800 and that after such cancellation the stated capital of the Company shall be $52,013,065."

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 101,856 |
| Cumulative Preferred Stock, 4% Series... | 145,874 |
| Common Stock..... | 27,240,065 |

4. Shares of Cumulative Preferred Stock redeemed by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series | 101,856 |
| Cumulative Preferred Stock, 4% Series... | 145,874 |
| Common Stock..... | 50,000,000 |

Dated: October 25, 1972

PHILIP MORRIS INCORPORATED

By John E. Cookman
Senior Vice President

and By Mary E. Russell
Assistant Secretary.

SCC 9A 2M-10-13-05

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,

November 3, 1972

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Willis Norris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
*Commissioner*

PHILIP MORRIS INCORPORATED

Articles of Amendment

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED

2. There are two amendments. The first amendment is:

(a) Strike out the first sentence of Article IV in its entirety and substitute in lieu thereof the following:

"IV. The Corporation shall have authority to issue 50,000,000 shares of Common Stock of the par value of $1 each and 257,648 shares of Cumulative Preferred Stock of the par value of $100 each (hereinafter referred to as "Preferred Stock")."

(b) On the date when this first 1969 amendment of the Restated Articles of Incorporation shall be made effective by the issuance of a Certificate of Amendment by the State Corporation Commission of Virginia each share of Common Stock $2 par value theretofore issued shall be automatically converted into and exchanged for 2 shares of Common Stock $1 par value authorized by such amendment.

The second amendment is:

Strike out all of paragraph A 4 of Article IV and substitute in lieu thereof the following:

"No holder of Common Stock of the Corporation, as such, shall have any pre-emptive right to acquire shares or other securities of the Corporation or any subsidiary or affiliate of the Corporation."

3. The board of directors found both amendments in the best interests of the Corporation at a meeting held on February 26, 1969, and directed that they be submitted to vote at a meeting of stockholders; notice was given between March 21, 1969 and April 4, 1969, to each stockholder of record at the close of business on April 1, 1969, the record date established by the board of directors; notice was given in the manner provided by the Virginia Stock Corporation Act and was accompanied by a copy of both amendments; and both amendments were adopted by the stockholders at a meeting held on April 29, 1969.

4. There are issued and outstanding 83,475 shares of Cumulative Preferred Stock, 3.90% Series, and 144,416 shares of Cumulative Preferred Stock, 4% Series, neither of

which was entitled to vote on the amendments. There were issued and outstanding 11,133,907 shares of Common Stock, each entitling the holder to one vote per share.

5. The vote was as follows:

| | Voted For | Voted Against |
|---|---|---|
| First Amendment | 9,582,921 | 25,689 |
| Second Amendment | 8,294,945 | 230,816 |

PHILIP MORRIS INCORPORATED

By _____
Vice President

By _____
Assistant Secretary

SCC 9A-2M-10-15-65

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

AT RICHMOND,

April 30, 1969

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF AMENDMENT

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____

Chairman

PHILIP MORRIS INCORPORATED

Articles of Reduction

1. The name of the Corporation is

PHILIP MORRIS INCORPORATED.

2. On February 26, 1969, the Board of Directors of the Corporation adopted the following resolution:

> RESOLVED that 3,921 shares of Cumulative Preferred Stock, 3.90% Series, and 5,997 shares of Cumulative Preferred Stock, 4% Series, heretofore redeemed by the Corporation be cancelled, that stated capital of the Corporation be reduced by $991,800, and that after such cancellation stated capital of the Corporation shall be $48,879,044.

3. After giving effect to such cancellation, the aggregate number of issued shares of the Corporation will be as follows:

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series: | 105,777 |
| Cumulative Preferred Stock, 4% Series: | 151,871 |
| Common Stock: | 11,557,112 |

4. Shares of Cumulative Preferred Stock redeemed by the Corporation may not be reissued. The number of shares that the Corporation will have authority to issue after such cancellation will be:

0017883

| | |
|---|---|
| Cumulative Preferred Stock, 3.90% Series: | 105,777 |
| Cumulative Preferred Stock, 4% Series: | 151,871 |
| Common Stock: | 25,000,000 |

Dated: February 27, 1969

PHILLIP MORRIS INCORPORATED

By John E. Cookman
Vice President

And by R. C. Warren
Assistant Secretary

SCC 9A-2M-10-1 5

# COMMONWEALTH OF VIRGINIA

## STATE CORPORATION COMMISSION

AT RICHMOND,
March 11, 1969

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Philip Morris Incorporated

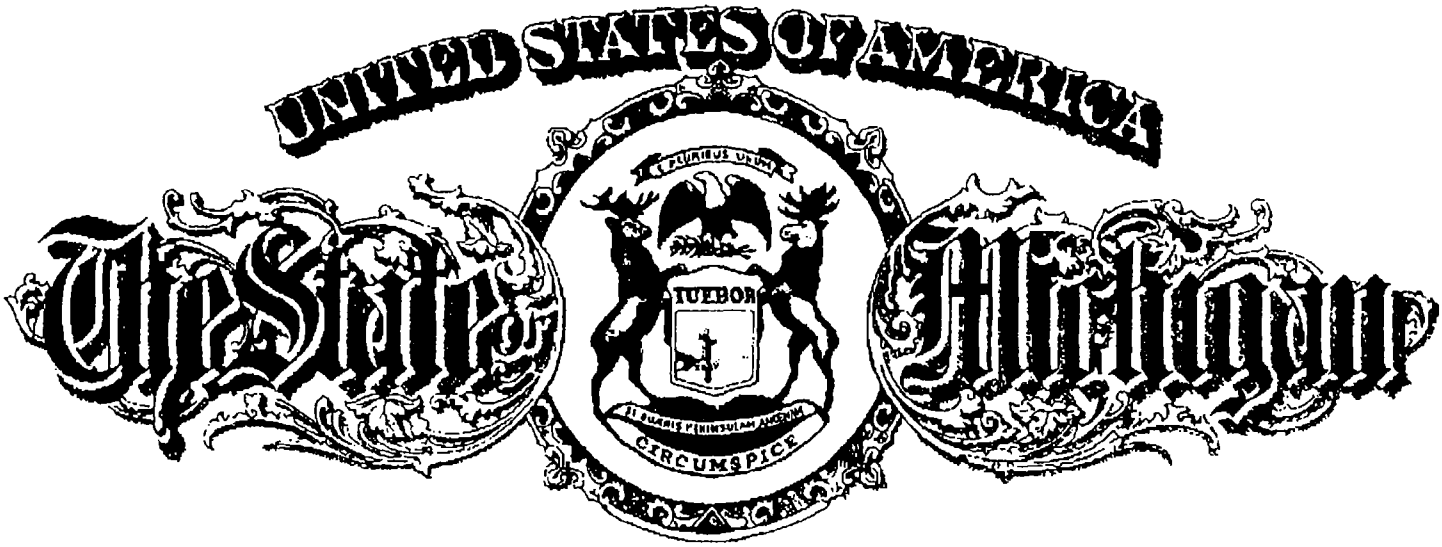
and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF REDUCTION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By _____
Chairman




## Michigan Department of Consumer and Industry Services

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of September, 1998.*

Julie Croll , *Director*

*172 0386512* *Corporation, Securities and Land Development Bureau*

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000007748

C&S 5.0 (Rev. 11/97)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES**
**CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

(FOR BUREAU USE ONLY)

Date Received

FEB 0 5 1998

**FILED**

FEB 0 5 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

Name P. M. Hoffman
Dickinson Wright PLLC

Address
215 S. Washington Square, Suite 200

City State Zip Code
Lansing, MI 48933-1816

Document will be returned to the name and address you enter above

665-446

# APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN MICHIGAN

**For use by Foreign Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Application:

1. The name of the corporation is:

PLAINWELL INC.

2. (Complete this item only if the corporate name in item 1 is not available for use in Michigan.)
The assumed name of the corporation to be used in all its dealings with the Bureau and in the transaction of its business or the conducting of its affairs in Michigan is:

3. It is incorporated under the laws of Delaware. The date of its incorporation is December 18, 1997, and the term of its existence if other than perpetual is _____.

4. a. The address of the main business or headquarters office of the corporation is:

| 200 Allegan Street | Plainwell | Michigan | 49080 |
|---|---|---|---|
| (Street Address) | (City) | (State) | (ZIP Code) |

b. The mailing address if different than above is:

| | | | |
|---|---|---|---|
| (Street Address) | (City) | (State) | (ZIP Code) |

TG
62-50 CK 61000

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000007748

5. The address of its registered office in Michigan is:

200 Allegan Street (Street Address) Plainwell (City), Michigan 49080 (ZIP Code)

The mailing address of the registered office in Michigan if different than above is:

_____ (Street Address or P.O. Box) _____ (City), Michigan _____ (ZIP Code)

The name of the resident agent at the registered office is: George E. Mangarelli

The resident agent is an agent of the corporation upon whom process against the corporation may be served.

6. The specific business or affairs which the corporation is to transact or conduct in Michigan is as follows:

Manufacturing paper.

The corporation is authorized to transact such business in the jurisdiction of its incorporation.

7. (To be completed by profit corporations only)

The total authorized shares of the corporation are: 1,000 shares with a par value of $0.01 per share.

8. If the applicant is a trust please specify any powers or privileges possessed by the trust that are not possessed by an individual or a partnership.

Signed this 2nd day of February, 1998.

By _____ (Signature)

George E. Mangarelli (Type or Print Name) Executive Vice President, Secretary (Type or Print Title)

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000007750

*State of Delaware*

# *Office of the Secretary of State*

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PLAINWELL INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF FEBRUARY, A.D. 1998.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

*Edward J. Freel, Secretary of State*

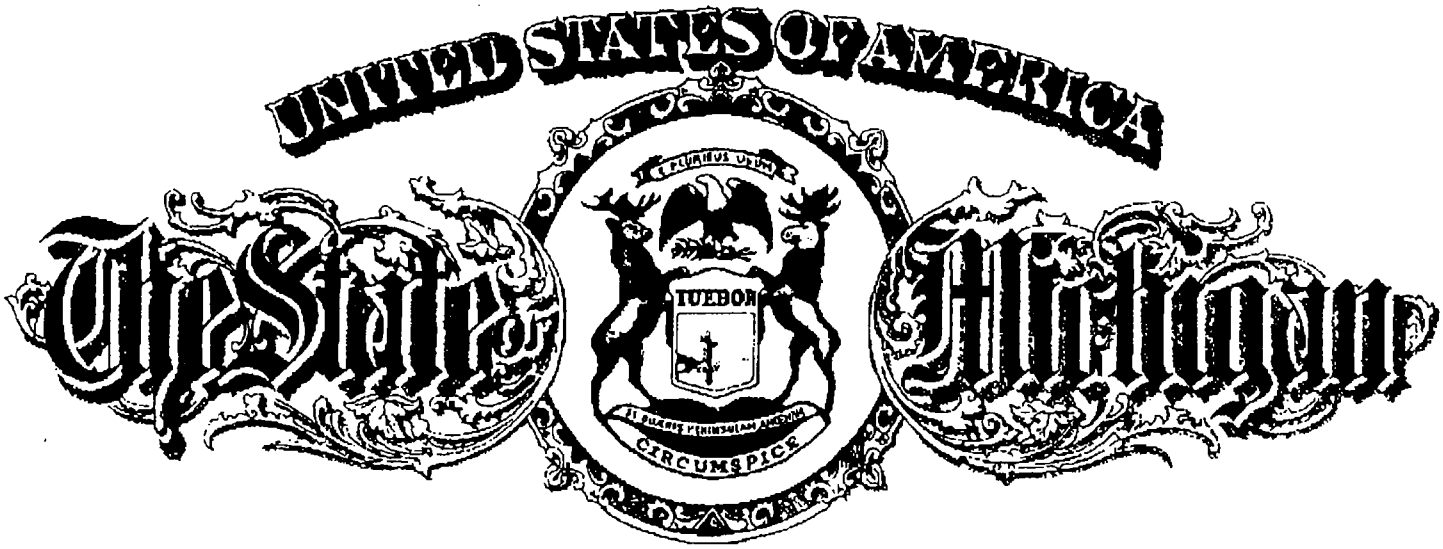
2835598 8300

981044125

AUTHENTICATION: 8901622

DATE: 02-04-98

GOLD SEAL APPEARS ONLY ON ORIGINAL




## Michigan Department of Consumer and Industry Services

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of September, 1998.*

Julie Croll , *Director*

*Corporation, Securities and Land Development Bureau*

*172 0386512*

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000007752

C&S 101 (Rev. 4-81) (Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

| EFFECTIVE DATE | FILED | Date Received |
|---|---|---|
| If different than date of filing: | FEB 1 1983 | FEB 1 1983 |
| | Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau | |
| Corporation Number | 080-070 | |

# ARTICLES OF INCORPORATION

**Domestic Profit Corporation**

(SEE INSTRUCTIONS ON REVERSE SIDE)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

**ARTICLE I** (See Part 2 of instructions on Page 4.)

The name of the corporation is Michigan Paper Company

(See Part 3 of instructions on Page 4.)

**ARTICLE II** (If space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

**ARTICLE III**

The total authorized capital stock is:

1. Common Shares 100,000 Par Value Per Share $ 0.50

   Preferred Shares _____ Par Value Per Share $ _____

and/or shares without par value as follows (See Part 4 of instructions on Page 4.)

2. Common Shares _____ Stated Value Per Share $ _____

   Preferred Shares _____ Stated Value Per Share $ _____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows: (If space below is insufficient, continue on Page 3.)



GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000007753

ARTICLE IV

1. The address of the initial registered office is (See Part 5 of instructions on Page 4.)

4105 Beach Road, Troy, Michigan 48098

NO. AND STREET — CITY — ZIP

2. Mailing address of the initial registered office. (Need not be completed unless different than above.) (See Part 5 of instructions on Page 4.)

P.O. BOX — CITY — Michigan — ZIP

3. The name of the initial resident agent at the registered office is:
John V. Bonander

**ARTICLE V (See Part 6 of instructions on Page 4.)**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

| Name | Resident or Business Address |
|---|---|
| John V. Bonander | 4105 Beach Road, Troy, Michigan |

**ARTICLE VI (Delete in its entirety if not applicable.)**

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

**ARTICLE VII OPTIONAL (Delete in its entirety if not applicable.)**

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

GOLD SEAL APPEARS ONLY ON ORIGINAL

(Use space below for continuation of previous Articles and/or for additional Articles)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

I ~~(We)~~, the incorporator(s) sign my ~~(our)~~ name(s) this 31st day of January 19 83

John V. Bonander

John V. Bonander

(INSTRUCTIONS ON PAGE 4)



GOLD SEAL APPEARS ONLY ON ORIGINAL

C&S-113 (Rev. 12-81)

(Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FILED

MAY 9 1983

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

| Date Received |
|---|
| APR 29 1983 |
| |
| |

(See Instructions on Reverse Side)
For Use by Domestic and Foreign Corporations

## CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

| INSERT CORPORATION IDENTIFICATION NUMBER | 0 | 8 | 0 | — | 2 | 7 | 0 |
|---|---|---|---|---|---|---|---|

This certificate is executed in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, as follows:

1. *The name of the corporation is* Michigan Paper Company

2. The address of its registered office as currently on file with the Corporation and Securities Bureau is: (See Part 2 of instruction)

4105 Beach Road, Troy, Michigan 48098
(No. and Street) (Town or City) (Zip Code)

The mailing address of its registered office is: (Complete only if different from above address. See Part 3 of instructions)

(P.O. Box) (Town or City), Michigan (Zip Code)

3. **(Complete if the address of the registered office is changed.)**
The address of the registered office is changed to: (See Part 3 of instructions)

3155 West Big Beaver Road, Suite 121, Troy, Michigan 48084
(No. and Street) (Town or City) (Zip Code)

The mailing address of the registered office is changed to: (Complete only if different from above address. See Part 3 of instructions)

(P.O. Box) (Town or City), Michigan (Zip Code)

4. The name of the resident agent as currently on file with the Corporation and Securities Bureau is (See Part 4 of instructions) John V. Bonander

5. **(Complete if the resident agent is changed.)**
The name of the successor resident agent is

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors or trustees.

Signed this 26th day of April, 1983.

By John V. Bonander
(Signature of President, Vice-President, Secretary, Assistant Secretary, Chairperson or Vice-Chairperson)

John V. Bonander, President
(Type or Print Name and Title)

[redacted]

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000007756

**DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW.** Include name, street and number (or P.O. box), city, state and zip code.

B. Gerald Bartush, Esq.
Denison, Bartush & Cotton
860 West Long Lake Road
Suite 300
Bloomfield Hills, Michigan 48013

Telephone:
Area Code 313
Number 647-7200

## INFORMATION AND INSTRUCTIONS

**Certificate of Change of Registered Office and/or Change of Resident Agent**

1. Submit one original copy of the Certificate of Change of Registered Office and/or Change of Resident Agent. A microfilm copy will be prepared for the records in the Corporation and Securities Bureau and the original copy will be returned to the address appearing in the box above as evidence of the filing.

   Since the corporate documents are microfilmed for the Bureau's files, it is imperative that the document submitted for filing be legible so that a usable microfilm can be obtained. Corporate documents with poor black and white contrast will be rejected.

2. Insert the present address of the registered office in part 2 of the Certificate. This address must agree with the address of the registered office as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.

3. A post office box may not be designated as the address of the registered office. The mailing address may differ from the address of the registered office **only** if a post office box address in the same city as the registered office is designated as the mailing address.

4. Insert the name of the present resident agent in part 4 of the Certificate. This name must agree with the name of the resident agent as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.

5. The Certificate must be signed in ink by the chairperson or vice-chairperson of the board, or the president, vice-president, secretary or assistant secretary of the corporation.

6. Filing Fee: $5.00. (Make remittance payable to State of Michigan)

7. Mail form and remittance to:

   Michigan Department of Commerce
   Corporation and Securities Bureau
   Corporation Division
   P.O. Box 30054
   Lansing, Michigan 48909
   Tel. (517)-373-0493



WEY000000007757

GOLD SEAL APPEARS ONLY ON ORIGINAL

NOTE: THE FOLLOWING ANNUAL REPORT HAS BEEN INCLUDED WITHIN THE RECORD FOR THIS CORPORATION DUE TO THE FILING OF A CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT ON THE ANNUAL REPORT. THE PRESENCE OF THIS REPORT IN NO WAY IMPLIES THAT THE REPORT ITSELF, OTHER THAN THE INFORMATION RELATED TO THE CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT, HAS BEEN ACCEPTED BY THE CORPORATION AND SECURITIES BUREAU.

GOLD SEAL APPEARS ONLY ON ORIGINAL

C&S-2500 (REV. 11-85)
MICHIGAN DEPARTMENT
OF COMMERCE

FILED BY DEPARTMENT APR 4 '86

FOR BUREAU USE ONLY

| | | | |
|---|---|---|---|
| 861B#4344 | 0319 | P-MAR | $15.00 |
| 861B#4344 | 0319 | MISC | $5.00 |

# 1986 MICHIGAN ANNUAL REPORT – PROFIT CORPORATIONS

(Please read instructions before completing form)

This report shall be filed by all profit corporations before May 16, 1986 showing the corporate condition at the close of business on December 31 or upon the date of the close of the latest fiscal year next preceding the time for filing. The report is required in accordance with the provisions of Section 911, Act 284, Public Acts of 1972, as amended. Penalties may be assessed under the Act for failure to file.

| This Report Must be Filed before May 16, 1986 | Report of Condition on December 31, 1985 or _____ | Insert Corporation Number 080070 |
|---|---|---|

1. Corporate Name

MICHIGAN PAPER COMPANY
3155 W. BIG BEAVER RD., STE. ~~121~~ 109
TROY MI
48084

| 1 | 6 |
|---|---|
| 2 | 7 |
| 3 | 8 |
| 4 | 9 |
| 5 | |

| 2. Resident Agent – do not alter preprinted information in this item or item 3. | 4. Federal Employer No. | 5. Term of Existence |
|---|---|---|
| JOHN V. BONANDER | 382444170 | PERPETUAL |

| 3. Registered Office Address in Michigan – No., Street, City, Zip | 6. Incorporation Date | 7. State of Incorporation |
|---|---|---|
| 3155 W. BIG BEAVER RD., STE. ~~121~~ 109 TROY 48084 (prev) Ste 121 | 02/01/1983 | MI |
| | 8. Date of Admittance (Foreign Corp.) | 9. Act Under Which Incorporated (If other than 1931, P.A. 327 or 1972, P.A. 284) |

10. COMPLETE THIS SECTION ONLY IF THE RESIDENT AGENT IN ITEM 2 OR THE REGISTERED OFFICE IN ITEM 3 HAS CHANGED

a. The address of the registered office is changed to:

3155 W. BIG BEAVER ROAD SUITE 109 (Street Address) TROY (City), Michigan 4808 4 (ZIP Code)

b. The mailing address of the registered office if different than above is: (For Michigan corporations only)

SAME AS 10 A (Address) (City) (State) (ZIP Code)

c. The name of the successor resident agent is: _____

ADD $5.00 TO THE $15.00 ANNUAL REPORT FILING FEE IF THIS SECTION IS COMPLETED FILED BY DEPARTMENT APR 4 '86

11. Principal business office, and, if different, principal place of business in Michigan:

12. Nature and type of business in which corporation is engaged:

13. a. Name of parent corporation:

b. List any subsidiary corporations:

14. Corporate Stock Report – Total Authorized Capital Stock (Not merely outstanding)

| a. Shares With Par-Value | No. of Shares Authorized With Par-Value | Par-Value Per Share | Total Authorized Capital | Amount Subscribed | Amount Paid-In |
|---|---|---|---|---|---|
| COMMON | 100,000 | $0.500 | $50000.000 | $ 17,500.00 | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |

| b. Shares Without Par-Value | No. of Shares Authorized Without Par Value | Stated Value Per Share | No. of Shares Subscribed or Issued | Amount Subscribed | Amount Paid-In |
|---|---|---|---|---|---|
| | | | | $ | $ |
| | | | | $ | $ |

MAR 19 1986

2798 1663

WEY000000007759

GOLD SEAL APPEARS ONLY ON ORIGINAL

15. The following is a statement of assets and liabilities as shown by the books of the corporation on December 31, 1985 or SEPTEMBER 30 1985 (close of fiscal year next preceding May 15, 1986) listed separately as to property within and without Michigan. The balance sheet of a Michigan corporation must be the same balance sheet as furnished to shareholders.

| ASSETS | TOTAL | WITHIN MICHIGAN | WITHOUT MICHIGAN | LIABILITIES AND EQUITY | |
|---|---|---|---|---|---|
| Cash | 475 | | | Notes and Accounts Payable, Trade | 466,704 |
| Notes and Accounts Receivable | 521,403 | | | Notes and Accounts Payable, Other | 69,015 |
| Inventories | 35,215 | | | Accrued Expenses | |
| Prepaid Expenses | 1,200 | | | Long Term Indebtedness | |
| Non-current Notes and Accounts Receivable | | | | Reserves and Contingent Liabilities | |
| Land | | | | Deferred Income Tax | |
| Depreciable Assets | | | | | |
| Machinery and Equipment | 5,027 | | | | |
| Furniture and Fixtures | | | | | |
| Buildings | | | | Stockholders Equity | |
| Other | | | | Common Stock (par value) | 17,500 |
| | | | | Preferred Stock (par value) | |
| | | | | No Par Value Stock (stated value) | |
| Less Depreciation | 2,741 | | | Additional Paid-In Capital | 62,000 |
| Net Depreciable Assets | 2,286 | | | Retained Earnings (deficit) | (53,736) |
| Investments | | | | Other | |
| Investments in Subsidiaries | | | | Total Stockholders Equity | 25764 |
| Other Investments | | | | | |
| Other Assets | 904 | | | | |
| TOTAL ASSETS | 561,483 | | | TOTAL LIABILITIES & EQUITY | 56,483 |

16. Corporate Officers and Directors

| | OFFICE | NAME, STREET & NUMBER, CITY, STATE & ZIP CODE |
|---|---|---|
| | President | JOHN V BONANDER 4105 BEECH RD. TROY, MICHIGAN 48084 |
| If Different than President | Secretary | RENEE CODEN 23500 ROANOKE OAK PARK, MICHIGAN |
| | Treasurer | |
| | Vice-President | |
| If Different than Officers | Director | JOHN BONANDER |
| | Director | RENEE CODEN |
| | Director | |
| | Director | |

17. Is 51% or more of this corporation owned and controlled by woman/women? ☐ Yes ☒ No
(A response to this question is voluntary and will be used for statistical purposes only).

18. The corporation states that the address of its registered office and the address of the business office of its resident agent are identical. Any changes were authorized by resolution duly adopted by its board of directors. After filing, this report is open to reasonable inspection by the public pursuant to Section 915, Act 284, Public Acts of 1972, as amended.

Filing Fee $15.00 (without change of agent or registered office)
Filing Fee $20.00 (with change of agent or registered office in Item 10)
MAKE REMITTANCE PAYABLE TO: "STATE OF MICHIGAN"
RETURN TO:
DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU
CORPORATION DIVISION
P.O. BOX 30057
LANSING, MICHIGAN 48909

2798 1664

Signed this 16 day of MARCH, 19 *¢.

By _____ (Signature of Authorized Officer or Agent)*

JOHN BONANDER PRESIDENT
(Type or Print Name and Title)

*If Item 10 has been completed, this report must be signed by the president, vice-president, chairperson, vice-chairperson, secretary or assistant secretary of the corporation.

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NOTE: THE FOLLOWING ANNUAL REPORT HAS BEEN INCLUDED WITHIN THE RECORD FOR THIS CORPORATION DUE TO THE FILING OF A CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT ON THE ANNUAL REPORT. THE PRESENCE OF THIS REPORT IN NO WAY IMPLIES THAT THE REPORT ITSELF, OTHER THAN THE INFORMATION RELATED TO THE CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT, HAS BEEN ACCEPTED BY THE CORPORATION AND SECURITIES BUREAU.



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C&S 2500 (Rev. 8-88)
MICHIGAN DEPARTMENT
OF COMMERCE

**FOR BUREAU USE ONLY**

893DM7423 0519 ORG&F $5.0
893DM7423 0519 P--MAR $15.0

# 1989 MICHIGAN ANNUAL REPORT - PROFIT CORPORATIONS

(Please read instructions before completing form)

This report shall be filed by all profit corporations before May 16, 1989 showing the corporate condition at the close of business on December 31 or upon the date of the close of the latest fiscal year next preceding the time for filing. ONLY those corporations incorporated or admitted after December 31, 1988 and before May 15, 1989 are exempt from filing. The report is required in accordance with the provisions of Section 911, Act 284, Public Acts of 1972, as amended. Penalties may be assessed under the Act for failure to file.

| This Report Must be Filed before **May 16, 1989** | Report of Condition on **December 31, 1988** or _____ | Corporation Number 080070 |
|---|---|---|

1. Corporate Name

MICHIGAN PAPER COMPANY
3155 W. BIG BEAVER RD.
STE. 109
TROY MI
48084

7
8
9

| 2. Resident Agent - do not alter preprinted information in this item or item 3. | 4. Federal Employer No. | 5. Term of Existence |
|---|---|---|
| JOHN V. BONANDER | 382444170 | PERPETUAL |

| 3. Registered Office Address in Michigan - No., Street, City, Zip | 6. Incorporation Date | 7. State of Incorporation |
|---|---|---|
| 3155 W. BIG BEAVER RD.<br>STE. 109<br>TROY 48084 | 02/01/1983 | MI |
| | 8. Date of Admittance (Foreign Corp.) | 9. Act Under Which Incorporated (If other than 1931, P.A. 327 or 1972, P.A. 284) |

10. **(DOMESTIC CORPORATIONS ONLY)** COMPLETE THIS SECTION ONLY IF THE RESIDENT AGENT IN ITEM 2 OR THE REGISTERED OFFICE IN ITEM 3 HAS CHANGED. FOREIGN CORPORATIONS MUST USE FORM C&S 562.

a. The name of the successor resident agent is: _____

b. The address of the registered office is changed to:

3155 W. BIG BEAVER RD, STE 205, TROY, Michigan 48084
(Street Address) (City) (ZIP Code)

c. The mailing address of the registered office if different than 10b. is:

_____, Michigan _____
(Address) (City) (ZIP Code)

ADD $5.00 TO THE $15.00 ANNUAL REPORT FILING FEE IF THIS SECTION IS COMPLETED

FILED BY DEPARTMENT JUN 2 '89

11. Principal business office, and, if different, principal place of business in Michigan:

12. Nature and type of business in which corporation is engaged: PAPER MERCHANT

13. a. Name of parent corporation:

b. List any subsidiary corporations:

14. Corporate Stock Report - Total Authorized Capital Stock (Not merely outstanding)

| a. Shares With Par-Value | No. of Shares Authorized With Par-Value | Par-Value Per Share | Total Authorized Capital | Amount Subscribed | Amount Paid-In |
|---|---|---|---|---|---|
| COMMON | 100,000 | $0.500 | $50000.000 | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |

| b. Shares Without Par-Value | No. of Shares Authorized Without Par Value | Stated Value Per Share | No. of Shares Subscribed or Issued | Amount Subscribed | Amount Paid-In |
|---|---|---|---|---|---|
| | | | | $ | $ |
| | | | | $ | $ MAY 15 1989 |

0605 1989 3339 0553

[redacted]

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15. The following is a statement of assets and liabilities as shown by the books of the corporation on December 31, 1988 or Sept 30, 1988 (close of fiscal year next preceding May 15, 1989) listed separately as to property within and without Michigan. The balance sheet of a Michigan corporation must be the same balance sheet as furnished to shareholders.

| ASSETS | TOTAL | WITHIN MICHIGAN | WITHOUT MICHIGAN | LIABILITIES AND EQUITY | |
|---|---|---|---|---|---|
| Cash | 7039 | 7039 | | Notes and Accounts Payable, Trade | 1578728 |
| Notes and Accounts Receivable | 2222609 | 2222609 | | Notes and Accounts Payable, Other | 831093 |
| Inventories | 241760 | 241760 | | Accrued Expenses | 8774 |
| Prepaid Expenses | 5374 | 5374 | | Long Term Indebtedness | |
| Non-current Notes and Accounts Receivable | | | | Reserves and Contingent Liabilities | |
| Land | | | | Deferred Income Tax | |
| Depreciable Assets | | | | FED. & MSBT | (13138) |
| Machinery and Equipment | | | | | |
| Furniture and Fixtures | 7968 | 7968 | | | |
| Buildings | | | | Stockholders Equity | |
| Other | | | | Common Stock (par value) | 18000 |
| | | | | Preferred Stock (par value) | |
| | | | | No Par Value Stock (stated value) | |
| Less Depreciation | 6510 | 6510 | | Additional Paid-In Capital | 63550 |
| Net Depreciable Assets | | | | Retained Earnings (deficit) | (7667) |
| Investments | | | | Other | |
| Investments in Subsidiaries | | | | Total Stockholders Equity | 73883 |
| Other Investments | | | | | |
| Other Assets DEPOSITS | 1100 | 1100 | | | |
| TOTAL ASSETS | 2479340 | 2479340 | | TOTAL LIABILITIES & EQUITY | 2479340 |

16. Corporate Officers and Directors

| OFFICE | | NAME, STREET & NUMBER, CITY, STATE & ZIP CODE |
|---|---|---|
| | President | JOHN V. BONANDER, 4105 BEECH RD, TROY MI 48098 |
| If Different than President | Secretary | RENEE M. CODEN, 10565 BORGMAN HUNTINGTON WOODS MI 48070 |
| | Treasurer | RENEE M. CODEN SAME |
| | Vice-President | RENEE M. CODEN, SAME |
| If Different than Officers | Director | JOHN V. BONANDER, SAME AS ABOVE |
| | Director | JOAN C. BONANDER, " " " |
| | Director | ROBERT STONER, 3173 Tuckahoe, Birmingham MI 48010 |
| | Director | ALBERT FLYNN 535 N. Glenhurst, Birmingham MI 48009 |

17. Is 51% or more of this corporation owned and controlled by woman/women? ☐ Yes ☑ No
(A response to this question is voluntary and will be used for statistical purposes only).

18. The corporation states that the address of its registered office and the address of the business office of its resident agent are identical. Any changes were authorized by resolution duly adopted by its board of directors. After filing, this report is open to reasonable inspection by the public pursuant to Section 915, Act 284, Public Acts of 1972, as amended.

Filing Fee $15.00 (without change of agent or registered office)
Filing Fee $20.00 (with change of agent or registered office in Item 10)
MAKE REMITTANCE PAYABLE TO: "STATE OF MICHIGAN"
RETURN TO:
DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU
CORPORATION DIVISION
6546 MERCANTILE WAY
P.O. BOX 30057
LANSING, MICHIGAN 48909

DEC 05 1989 3228 0554

Signed this 9th day of MAY, 1989.

By Renee M Coden
(Signature of Authorized Officer or Agent)*

VICE PRESIDENT
(Type or Print Name and Title)

*If Item 10 has been completed, this report must be signed by the president, vice-president, chairperson, vice-chairperson, secretary or assistant secretary of the corporation.

[redacted]

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CAS-531 (10-89)

912RH2362 0219 DRG&FI $10.00

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

**FILED**

SEP 05 1991

Administrator
MICHIGAN DEPARTMENT OF COMMER
Corporation & Securities Bureau

Date Received
FEB 19 1991

# CERTIFICATE OF DISSOLUTION

**For use by Domestic Corporations**

(Please read information and instructions on reverse side)

*Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:*

1. The name of the corporation is: Michigan Paper Company

2. The corporation identification number (CID) assigned by the Bureau is: 0 8 0 — 0 7 0

3. The location of its registered office is:

3155 W. Big Beaver Rd. #205 Troy, Mi., Michigan 48084
(Street Address) (City) (ZIP Code)

4. The dissolution was approved: (Check one of the following)

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ by written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

☐ at a meeting of the shareholders or members, or directors if formed on a nonprofit directorship basis,

held on the _____ day of _____, 19____

at _____
(Place of Meeting)

5. The dissolution was proposed and approved by the requisite vote of the board and shareholders if a profit corporation, members or shareholders if a nonprofit corporation, or directors if a nonprofit corporation formed on a directorship basis.

Signed this 14th day of February, 1991

By Renee M Coden
(Only Signature of: President, Vice President, Chairperson or Vice Chairperson)

Renee M. Coden, VicePresident
(Type or Print Name) (Type or Print Title)

MM/12

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**DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW.** Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

Michigan Paper Co.

Michigan Paper Co.
3155 W. Big Beaver Rd. #205
Troy, Mi. 48084

Preparer's name and business telephone number:

Renee M. Coden

( 313 ) 649-4830

## INFORMATION AND INSTRUCTIONS

1. This document or a comparable one is to be used and filed pursuant to section 804 of the Act to dissolve a corporation by action of its shareholders, members, or board of directors if organized on a nonprofit directorship basis.
2. This certificate cannot be filed until a tax clearance is received. Contact the Tax Clearance Division, Michigan Department of Treasury, Lansing, Michigan 48922 (517) 373-3170 to request that the tax clearance be sent to the Corporation Division.
3. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
4. Item 2 — Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. If the corporation is a nonprofit charitable purpose corporation, this certificate cannot be filed until a consent is received from the Michigan Attorney General. Contact the Charitable Trust Division, Michigan Attorney General, Room 670, Law Building, 525 West Ottawa, Lansing, Michigan 48913 (517) 373-1152 to request that the consent be sent to the Corporation Division. Application for the consent should be made at least 45 days before the desired effective date of the dissolution.
6. This certificate must be signed in ink.
7. FEES: (Make remittance payable to State of Michigan) ..... $10.00
8. Mail form and fee to:

   Michigan Department of Commerce
   Corporation and Securities Bureau
   Corporation Division
   P.O. Box 30054
   6546 Mercantile Way
   Lansing, MI 48909
   Telephone: (517) 334-6302

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UPDATE FILE
080-070

CC-3322 (rev 0487)

MICHIGAN DEPARTMENT OF TREASURY
TREASURY BUILDING
LANSING, MICHIGAN 48922

Date Issued:
August 27, 1991

**CORPORATION TAX CLEARANCE CERTIFICATE FOR DISSOLUTION OR WITHDRAWAL**

TO: Michigan Department of Commerce
Corporation Division
Corporation and Securities Bureau
P.O. Box 30054
Lansing, Michigan 48909

Corporation's Current
Registered Name: Michigan Paper Company

FE or TR Number: 38-2444170

CID Number: 080-070

State Incorporated In: MI

Date: 02-01-83

This corporation desires either to dissolve or withdraw from doing business in the State of Michigan. In order to comply with Section 15 of Act 167, PA 1933, as amended (Sales Tax Act); Section 5 B of Act 94, PA 1937, as amended (Use Tax Act); Section 451 of Act 281, PA 1967, as amended (Michigan Income Tax Act); Section 14 of Act 119, PA 1980, as amended (Motor Carrier Fuel Tax Act); and Section 27a of Act 58, PA 1986, the Michigan Department of Treasury hereby gives notice that this corporation is not owing the Michigan Department of Treasury any Sales and/or Use Tax, Income Tax Withheld from Employees, Single Business Tax and Motor Carrier Fuel Tax.This notification is not to be construed as prejudicing the rights of the department to pursue any recourse given by the law in regard to a dissolved corporation, its stockholders, or its members.

RECEIVED

AUG 28 1991

MICHIGAN DEPT. OF COMMERCE

Joe Freer

Joe Freer,
Assistant Administrator
Collection Division
A/C 517 373-3170

By: sld

cc:
Michigan Paper Company
Attn: John Bonander
3155 W. Big Beaver Rd., #205
Troy, MI 48084

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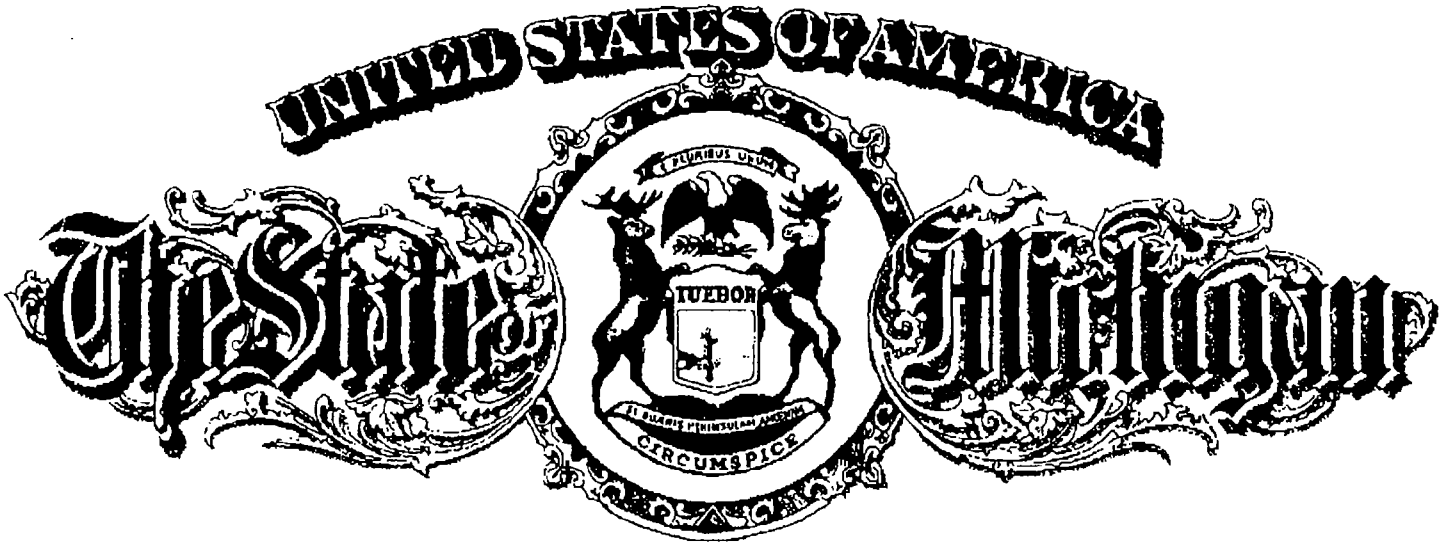


## Michigan Department of Consumer and Industry Services

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of September, 1998.*

Julie Croll , *Director*

*Corporation, Securities and Land Development Bureau*

*172 0386512*

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CERTIFICATE NO. 20302

# United States of America

# State of Washington

# DEPARTMENT OF STATE

THE SEAL OF THE STATE OF WASHINGTON · 1889 ·

*TO ALL TO WHOM THESE PRESENTS SHALL COME*

*I,* Victor A. Meyers *Secretary of State of the State of Washington and custodian of the Seal of said State, do hereby certify* that the annexed is a true and correct copy of the Joint Agreement and Plan of Merger between "WEYERHAEUSER COMPANY", a Washington corporation, and "HAMILTON PAPER COMPANY", a Washington corporation, whereby WEYERHAEUSER COMPANY is the surviving corporation, as received and filed in this office on January 27, 1964; and I further certify that WEYERHAEUSER COMPANY is in good standing with all annual license fees paid to July 1, 1964.

*In Testimony Whereof,* I have hereunto set my hand and affixed hereto the Seal of the State of Washington. Done at the Capitol, at Olympia, this 28th day of February A.D. 1964

Victor A Meyers
*Secretary of State*

By Jean C. Dunker
*Assistant Secretary of State*

(Mrs.) Jean C. Dunker,

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APPROVED
AS TO FORM AND FILED
JAN 27 1964
VICTOR A. MEYERS
SECRETARY OF STATE
By Ruth Henderson
ASSISTANT SUPERVISOR OF CORPORATIONS

JOINT AGREEMENT AND PLAN OF MERGER

OF

HAMILTON PAPER COMPANY

INTO

WEYERHAEUSER COMPANY

---

WEYERHAEUSER COMPANY

continuing as the surviving corporation

---

JOINT AGREEMENT AND PLAN OF MERGER (hereinafter called "this agreement"), entered into by and between WEYERHAEUSER COMPANY, a corporation of the State of Washington (hereinafter sometimes called "Weyerhaeuser") and HAMILTON PAPER COMPANY, a corporation of the State of Washington (hereinafter sometimes called "Hamilton") and their respective boards of directors (which two corporations are hereinafter sometimes called "the constituent corporations").

W I T N E S S E T H :

The authorized capital stock of Weyerhaeuser consists of 31,000,000 shares (par value $7.50 per share) (the "shares of Weyerhaeuser") of which, at the date hereof, 30,621,965 shares were outstanding and 378,035 shares were held in the treasury of Weyerhaeuser.



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The authorized capital stock of Hamilton consists of 5,00[illegible] shares (par value $10.00 per share) (the "shares of Hamilton") all of which, at the date hereof, were outstanding and held by Weyerhaeuser.

The constituent corporations and their respective boards of directors deem it to be advisable and for the best interests of each of said corporations and its shareholders that Hamilton be merged into Weyerhaeuser as authorized by the Uniform Business Corporation Act of the State of Washington.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and provisions herein contained, and in order to prescribe the terms and conditions of the merger, the mode of carrying the same into effect, the manner and basis of dealing with the shares of each of the constituent corporations, and to state such other provisions with respect to the merger as are deemed necessary or desirable, the parties hereto AGREE as follows:

## ARTICLE ONE

Hamilton Paper Company shall be merged into Weyerhaeuser to form a single corporation on the effective date of the merger as hereinafter defined. Weyerhaeuser Company shall continue in existence as the corporation surviving the merger and as such is hereinafter sometimes called the "surviving corporation." The name of the surviving corporation shall continue to be

"WEYERHAEUSER COMPANY"



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and it shall continue to be governed by the laws of the State of Washington.

ARTICLE TWO

The restated articles of incorporation of Weyerhaeuser in effect immediately prior to the effective date of the merger shall continue in effect as the articles of incorporation of the surviving corporation, unless and until amended or repealed in the manner provided by law and said articles.

ARTICLE THREE

The by-laws of Weyerhaeuser in effect immediately prior to the effective date of the merger shall continue in effect as the by-laws of the surviving corporation, unless and until amended or repealed in the manner provided by law and said by-laws.

ARTICLE FOUR

Initially the board of directors of the surviving corporation shall consist of the persons who are directors of Weyerhaeuser immediately prior to the effective date of the merger; and they shall hold office until the annual meeting of shareholders next succeeding the effective date of the merger or until the election and qualification of their respective successors.



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ARTICLE FIVE

The manner and basis of converting or otherwise dealing with the shares of the constituent companies are as follows:

(a) The shares of Hamilton which are outstanding immediately prior to the effective date of the merger shall, on the effective date of the merger, be surrendered for cancellation and cancelled.

(b) The shares of Weyerhaeuser which are issued or are issued and outstanding immediately prior to the effective date of the merger shall not be affected by the merger.

ARTICLE SIX

On the effective date of the merger,

(a) the constituent corporations shall become one corporation which shall be Weyerhaeuser Company, the surviving corporation, and the separate existence of Hamilton shall cease, except insofar as continued by statute;

(b) the surviving corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, as well of a public as of a private nature, of each of the constituent corporations; and all property, real, personal and mixed, of each of the constituent corporations, and all debts due on whatever account to any of them, including subscriptions, if any, for shares, and all other things in



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action belonging to any of the constituent corporations shall be taken and be deemed to be transferred to and vested in, or shall continue to be vested in, the surviving corporation, without further act or deed, and shall be thereafter as effectually the property of the surviving corporation as they were of the constituent corporations, respectively; and the title to any real estate, or any interest therein, vested in any of the constituent corporations, shall not revert or be in any way impaired by reason of the merger;

(c) the surviving corporation shall thenceforth be responsible for all the liabilities and obligations of each of the constituent corporations in the same manner as if the surviving corporation had itself incurred such liabilities and obligations, but the liabilities of the constituent corporations or of their shareholders, directors or officers shall not be affected, nor shall the rights of the creditors thereof, or of any person dealing with any of the constituent corporations, or any liens upon the property thereof (limited in lien to the property subject thereto immediately prior to the effective date of the merger) be impaired by the merger, and any claim existing or action or proceeding pending by or against any of the constituent corporations may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be proceeded against or substituted in its place, all as provided in the laws of the State of Washington.



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ARTICLE SEVEN

On the effective date of the merger,

(a) the assets and liabilities of Hamilton shall be taken up on the books of the surviving corporation at the amounts at which they shall be carried at that time on the books of Hamilton, subject to such adjustments and limitations as may be made in accordance with generally accepted accounting practices;

(b) the earned surplus and capital surplus of the surviving corporation shall be the sum of the earned surpluses and capital surpluses, respectively, of the constituent corporations on such date, subject in each case to such charges, adjustments and eliminations as may be made in accordance with the following subparagraph (c) or in accordance with generally accepted accounting principles; and

(c) the stated capital of the surviving corporation shall be the sum of the par value of all shares of its capital stock then issued, and the amount by which such stated capital shall exceed the aggregate stated capital of the constituent corporations immediately prior to the effective date of the merger shall be charged to the capital surplus of the surviving corporation, and to the extent that such capital surplus is not adequate for the purpose, to the earned surplus of the surviving corporation.



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ARTICLE EIGHT

This agreement shall be submitted to the shareholders of Weyerhaeuser at a meeting separately called for the purpose and for action of consent by Weyerhaeuser, as sole shareholder of Hamilton, in lieu of a meeting as authorized by law, and the merger shall become effective upon the approval of this agreement and the merger herein provided for by the requisite vote of the shareholders of Weyerhaeuser and the consent of Weyerhaeuser, as sole shareholder of Hamilton, and the execution, filing, issuance, and recording of such documents as may be required under the laws of the State of Washington. The term "effective date of the merger," as used in this agreement, means the point of time at which the last act required to make the merger effective under the laws of the State of Washington shall have been performed.

ARTICLE NINE

Anything herein or elsewhere to the contrary notwithstanding, this agreement and the merger herein provided for may be terminated and abandoned at any time before it becomes effective as provided in Article Eight, without action by shareholders of any constituent corporation, (a) by mutual consent of the boards of directors of the constituent corporations or (b) by action of the board of directors of any one of the constituent corporations taken in accordance with any agreement between the constituent corporations in existence at the time of such action.



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ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal )
(State of Washington )



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GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Joseph A. Auchter

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal )
(State of Washington )



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ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal )
(State of Washington )



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GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Edmund A. Cook

Constituting a majority of the board of directors of Weyerhaeuser Company.

(Weyerhaeuser Company)
(Corporate Seal)
(State of Washington)

WEYERHAEUSER CO. CORP. SEAL STATE OF WASHINGTON



WEY000000007779

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

John H Hauberg

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal )
(State of Washington )

WEYERHAEUSER COMPANY CORPORATE SEAL STATE OF WASHINGTON



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ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal)
(State of Washington)



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ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Constituting a majority of the board of directors of Weyerhaeuser Company.

(Weyerhaeuser Company)
(Corporate Seal )
(State of Washington )



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GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal)
(State of Washington)



WEY000000007783

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

John M. Musser

Constituting a majority of the board of directors of Weyerhaeuser Company.

(Weyerhaeuser Company)
(Corporate Seal)
(State of Washington)

WEYERHAEUSER COMPANY CORPORATE SEAL STATE OF WASHINGTON



WEY000000007784

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal )
(State of Washington )



WEY000000007785

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TEN

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the board of directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereon, on the 20th day of December, 1963.

Constituting a majority of the board of directors of Weyerhaeuser Company

(Weyerhaeuser Company)
(Corporate Seal)
State of Washington )



WEY000000007786

GOLD SEAL APPEARS ONLY ON ORIGINAL

Constituting a majority of the board of directors of Hamilton Paper Company.

(Hamilton Paper Company)
(Corporate Seal )
(State of Washington )



WEY000000007787

GOLD SEAL APPEARS ONLY ON ORIGINAL

Constituting a majority of the board of directors
of Hamilton Paper Company

(Hamilton Paper Company)
(Corporate Seal )
(State of Washington )



WEY000000007788

GOLD SEAL APPEARS ONLY ON ORIGINAL

I, ROBERT W. BOYD, Secretary of WEYERHAEUSER COMPANY, hereby certify as such Secretary and under the seal of that corporation that the foregoing Joint Agreement and Plan of Merger, after having been first duly signed by a majority of the directors of each of the constituent corporations, was duly submitted to the shareholders of WEYERHAEUSER COMPANY at the special meeting of said shareholders called separately by the board of directors for the purpose of considering and taking action upon said Joint Agreement and Plan of Merger, which meeting was regularly held on the 20th day of January, 1964, pursuant to notice duly given to each shareholder as provided in the by-laws and the laws of the State of Washington, and the holders of more than two-thirds of the total issued and outstanding shares of said corporation being duly represented thereat, a vote was taken for the adoption or rejection of said Joint Agreement and Plan of Merger, and the holders of more than two-thirds of the voting power of all shareholders of said corporation voted in favor of the adoption of said Joint Agreement and Plan of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the corporate seal of WEYERHAEUSER COMPANY this 24th day of January, 1964.

(Corporate Seal)

Robert W. Boyd
Secretary of
WEYERHAEUSER COMPANY

I, ROBERT W. BOYD, Secretary of HAMILTON PAPER COMPANY, hereby certify as such Secretary and under the seal of that corporation that the foregoing Joint Agreement and Plan of Merger, after having been first duly signed by a majority of the directors of each of the constituent corporations, was duly submitted to WEYERHAEUSER COMPANY, the holder of all of the shares of HAMILTON PAPER COMPANY entitled to vote, for its consent thereto, pursuant to the Uniform Business Corporation Act of the State of Washington (RCW 23.01.315) and the said WEYERHAEUSER COMPANY, by its President, consented to adoption of said Joint Agreement and Plan of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the corporate seal of HAMILTON PAPER COMPANY this 24th day of January, 1964.

(Corporate Seal)

Robert W. Boyd
Secretary of
HAMILTON PAPER COMPANY



GOLD SEAL APPEARS ONLY ON ORIGINAL

IN WITNESS WHEREOF, each of the constituent corporations has caused its President and Secretary to sign their names hereto and affix its corporate seal hereto, as of the date of the foregoing certification by its Secretary.

(Corporate Seal)

WEYERHAEUSER COMPANY

By _____
President

By _____
Secretary

(Corporate Seal)

HAMILTON PAPER COMPANY

By _____
President

By _____
Secretary

GOLD SEAL APPEARS ONLY ON ORIGINAL

State of Washington )
: ss.
County of Pierce )

On this 21st day of January, 1964 before me George Hayes Brunswick, a notary public in and for the county and state aforesaid, personally appeared Norton Clapp, to me known to be the President of Weyerhaeuser Company, a corporation of the State of Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act, deed and agreement of said corporation, for the use and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

George Hayes Brunswick
Notary Public in and for the State of Washington, residing at Tacoma.

State of Washington )
: ss.
County of Pierce )

On this 21st day of January, 1964 before me, George Hayes Brunswick, a notary public in and for the county and state aforesaid, personally appeared Lane Taylor, to me known to be the President of Hamilton Paper Company, a corporation of the State of Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act, deed and agreement of said corporation, for the use and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

George Hayes Brunswick
Notary Public in and for the State of Washington, residing at Tacoma.



GOLD SEAL APPEARS ONLY ON ORIGINAL

W.O. SD90, Env. 1

# QUIT CLAIM DEED

WEYERHAEUSER COMPANY, a corporation organized under the laws of the State of Washington, whose address is 11th & A Streets, Tacoma, Washington 98401, IN CONSIDERATION OF Less than One Hundred Dollars ($100.00), CONVEYS AND QUIT CLAIMS TO PLAINWELL PAPER CO., INC., whose address is 200 Allegan Street, Plainwell, Michigan 49080, a Michigan corporation, the following described lands and premises situated in the City of Plainwell and Townships of Gun Plains and Otsego, County of Allegan, and State of Michigan, viz:

Commencing at the southwest corner of Lot 16 of Lasher's Addition to the Village (now City) of Plainwell, Michigan, according to the Plat thereof of record and on file in the office of the Register of Deeds for said County, said point being 462 feet northerly of the north line of Allegan Street; thence westerly 226.4 feet to a point 495 feet northerly of the north line of Allegan Street, measured along a line parallel with the east line of Prospect Avenue, as shown on the Plat of Riverview Addition, according to the plat thereof of record and on file in the office of the Register of Deeds for said County; thence southerly parallel with the east line of Prospect Avenue as shown on the Plat of said Riverview Addition, to a point 437.25 feet northerly of the north line of said Allegan Street, measured along a line parallel with the east line of said Prospect Avenue; thence westerly 99 feet to a point 437.25 feet northerly, as measured along the easterly line of said Prospect Avenue, of the north line of Allegan Street and on the east line of said Prospect Avenue; thence northerly on the easterly line of said Prospect Avenue and the northerly extension thereof to the Kalamazoo River; thence southeasterly along said River to the northwest corner of Lot 16 of said Lasher's Addition; thence along the west line of said Lot 16 to the place of beginning;

That part of Michigan Avenue and Prospect Avenue, as shown on the Plat of Riverview Addition, according to the Plat thereof of record and on file in the office of the Register of Deeds for said County, lying north of the south lines of Lot 21, Block 2, and Lots 25 and 40, Block 1, of said Riverview Addition, extended east across said streets;

Also, any and all rights of ingress or egress to and from the following described property located in the Township of Otsego, Allegan County, Michigan, viz:

All that part of the east half of Section 24, T 1 N, R 12 W, lying west and south of the Kalamazoo River and north of a line commencing at a point 2078.3 feet north of the south 1/4 post of said Section 24, thence east 377 feet, thence north 264 feet, thence east 255 feet to the low water mark of the Kalamazoo River, subject to flowage rights for 99 years as granted January 28, 1890, by instrument recorded in the office of the Register of Deeds of Allegan County, Michigan, in Liber 111 of Deeds, at Page 76, and subject to right-of-way as reserved in deed recorded in Liber 487 of Deeds on Page 112; and subject to right-of-way granted Texaco-Cities Service Pipe Line Company as set forth in instrument recorded in Liber 509 of Deeds on Page 553; (Subject to rights-of-way heretofore granted Consumers Power Company to erect and maintain electric lines on, over and across the above described lands as now located).

Lot 15 of Lasher's Addition to the Village (now City) of Plainwell, according to the plat thereof of record and on file in the office of the Register of Deeds for said County, together with riparian rights to the center of the Kalamazoo River lying between extensions northerly of the easterly and westerly lines of said Lot 15.

Grantor by this instrument hereby intends and does hereby quit claim to

rantee herein all interest owned by it in any lands situated in the City of Plainwell, Township of Gun Plains or Township of Otsego, Allegan County, Michigan, not heretofore conveyed by it to Grantee herein.

Signed in presence of:

Dated: 12/11, 1970

Francis A. Kareken

Francis A. Kareken

Valerie L. Keeling

Valerie L. Keeling

WEYERHAEUSER COMPANY

By George H. Weyerhaeuser

George H. Weyerhaeuser

Its President

STATE OF Washington )
) ss
COUNTY OF Pierce )

On this 11th day of December, 1970, before me, a Notary Public in and for said County, appeared George H. Weyerhaeuser to me personally known, who, being by me duly sworn, did say that he is the President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors; and said George H. Weyerhaeuser acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(notarial seal)

Pierce County, Washington

My comm. exp. 8/12/73

This instrument drafted by
Stapleton-Adams, P.C.
119 North Church Street
Kalamazoo, Michigan 49006

11 240K

W.O. SD90,
Env. 1

# DEED

This indenture made the 25th day of November, 1970,

WITNESSETH that Weyerhaeuser Company, a corporation organized under the laws of the State of Washington, and whose address is 11th & A Streets, Tacoma, Washington 98401, for a consideration of one dollar and other good and valuable consideration does

CONVEY AND QUITCLAIM TO Plainwell Paper Co., Inc., whose address is 200 Allegan Street, Plainwell, Michigan 49080, the lands and premises in the City of Plainwell and Townships of Gun Plains and of Otsego, County of Allegan, State of Michigan, described in Exhibit A which is attached hereto and incorporated herein by reference, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all conditions, restrictions, limitations, and easements of record, and subject to all liens for real property taxes and assessments not due and payable before the date hereof, grantor for itself and for its successors does covenant, promise, and agree to and with the grantee herein, its successors and assigns that it has not made, done, executed, or suffered any act or acts, thing or things whatsoever whereby said premises or any part or parcel thereof now or at any time thereafter shall or may be impeached, charged, or encumbered in any way whatsoever.

IN WITNESS WHEREOF the said corporation has caused these presents to be signed in its name by its Senior Vice President and sealed with its corporate seal the day and year first written.

Signed, Sealed and Delivered
in the presence of:

Francis A. Kareken

Jan S. Pauw

WEYERHAEUSER COMPANY

By Joseph V. Nolan
Its Senior Vice President

ALL those certain pieces or parcels of land situate and being in the City of Plainwell and Township of Otsego, all in the County of Allegan and State of Michigan, and described as follows, to-wit:

Lots 1 to 12 inclusive and Lots 49, 50, 51 and Northeasterly half of Lot 52 of Whitney's Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof; Lot 49 being subject to flowage rights of Consumers Power Company;

ALSO, Lots 25 to 40 inclusive of Block 1 and Lots 16 to 30 inclusive of Block 2 of Riverview Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof, together with the Reversion of River Street and that part of Michigan Avenue and Prospect Avenue lying North of the South line of Lots 21, 25 and 40 if extended East across said streets; subject to flowage rights of Consumers Power Company;

ALSO, Commencing at the SW corner of Lot 16 of Lasher's Addition to the Village (now City) of Plainwell, Michigan, said point being 462 feet N'ly of North line of Allegan Street, thence W'ly 226.4 feet to a point 495 feet N'ly of North line of Allegan Street, thence S'ly to a point 437.25 feet N'ly of North line of said Street, thence W'ly 99 feet to a point 437.25 feet N'ly of North line of Allegan Street, thence N'ly to Kalamazoo River, thence SE'ly along said River to NW corner of Lot 16 of Lasher's Addition, thence along West line of Lot 16 to beginning; AND, Commencing at the SW corner of Lot 25, Block 2, Riverview Addition, Village (now City) of Plainwell, thence NW'ly ppl. with North line of Allegan Street 463 feet to what was formerly known as the Fair Ground, thence N. 31 degrees 37 minutes East along E'ly line of said Fair Ground to the Kalamazoo River, thence SE'ly up said River to the NW corner of said Riverview Addition, thence S. 31 degrees 37 minutes West along West line of said Addition 189 feet to beginning; subject to flowage rights of Consumers Power Company;

ALSO, Lot 15, except the North 6 feet; and Lot 16, except the South 26 feet, all of Lasher's Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof;

ALSO, the N'ly 50 feet of Lots Numbered 43, 44 and 45, Corporation Plat, Village (now City) of Plainwell; and all of Lots Numbered 46, 47 and 48 of said Corporation Plat, Village (now City) of Plainwell; and Lot Numbered 120, except the South 264 feet thereof; and also all of Lots Numbered 47, 48 and 120 of said Corporation Plat, subject to flowage rights of Consumers Power Company;

ALSO, Lot 75 of Corporation Plat, Village (now City) of Plainwell, except that part lying NE'ly of the Mill Race and Water Weir;

ALSO, Beginning on the S'ly bank of the Kalamazoo River at the intersection of said S'ly bank and a line drawn 8 feet W'ly of and ppl. with the East line of the West 1/4 of Lot 26 of the Corporation Plat of the Village (now City) of Plainwell, according to the recorded plat thereof, running thence South

along said ppl. line to a point approximately 105 feet North of the South line of said Lot 26, being also the NE corner of the Generator Building, thence S'ly along the outside face of the E'ly wall of said Generator Building 19 feet, more or less, to the SE corner thereof, thence W'ly along the outside face of the S'ly wall of said Generator Building 9.3 feet to the NW'ly corner of the Service Building of Consumers Power Company, thence SW'ly along the outside face of the NW'ly wall of said Service Building 2.5 feet, thence S'ly along the outside face of the West wall of said Service Building to the SE'ly face of the concrete retaining wall at the S'ly side of the fore bay of the Race leading under the aforementioned Generator Building, thence SW'ly along the SE'ly face of said retaining wall to the E'ly edge of the Main Race, thence N'ly along the E'ly edge of said Main Race extended NW'ly across the fore bay of the Race leading under said Generator Bldg. to the S'ly bank of the Kalamazoo River, thence E'ly along the said S'ly bank to the place of beginning, being a part of the following described land: Lot 27 and the West 1/4 of Lot 26 of the Corporation Plat of the Village (now City) of Plainwell, and land bounded on the North by the Kalamazoo River, on the East by said Lot 27 and on the South and West by the Mill Race and Waste Weir;

ALSO, the land through which the water in the Mill Race runs for the transmission of water power owned by Plainwell Water Power Company, said Mill Race being located in Sections 30, 29 and 32, Town 1 North, Range 11 West, in the Village of Plainwell (now City) and Township of Gun Plains;

(The above being in the City of Plainwell, or Twp. of Gun Plains, Allegan County, Michigan.)

AND ALSO, All that part of the East half of Section 24, T1N, R12W lying West and South of the Kalamazoo River and North of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Sec. 24, thence East 377 feet, thence North 264 feet, thence East 255 feet to the low water mark of the Kalamazoo River, subject to flowage rights for 99 years as granted January 28, 1890 by instrument recorded in the office of the Register of Deeds of Allegan County, Michigan in Liber 111 of Deeds at Page 76, and subject to right-of-way as reserved in deed recorded in Liber 487 of Deeds on Page 112; and subject to right-of-way granted Texaco-Cities Service Pipe Line Company as set forth in instrument recorded in Liber 509 of Deeds on Page 553;

(The above being in the Township of Otsego, Allegan County, Michigan);

(Subject to rights-of-way heretofore granted Consumers Power Company to erect and maintain electric lines on over and across the above described lands as now located.)

ALL as described in Deed dated May 1, 1961 by and between Hamilton Paper Company, a corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, and Hamilton Paper Company, a Washington corporation, together with the reversion of vacated Mill Street. Recorded May 11, 1961, Liber 638 of Deeds Page 538 to 541 inclusive.

THOSE certain pieces or parcels of land, situated in the City of Plainwell, County of Allegan and State of Michigan, known and described as follows:

Northerly Six (6) feet of Lot 15

Also that part of Lot 16 lying below contour of Kalamazoo River

Lasher's Addition to the Village of Plainwell (now City) Section 30, T1N R11W, according to the recorded plat thereof, together with riparian rights to the center of the Kalamazoo River.

AS described in Quitclaim Deed dated October 9, 1961, from the City of Plainwell, the Hamilton Paper Company, a Washington corporation, recorded in Liber 648 of Deeds Page 331.

Lot 44 of Corporation Plat of the Village (now City) of Plainwell, Michigan, except the Northerly 50 feet thereof.

(Being same premises also described as metes and bounds description under instrument recorded in Liber 618 on Page 542.)

AS described in Deed dated November 7, 1961, from Barbara L. Mol to the Hamilton Paper Company, a Washington corporation, recorded in Liber 652 of Deeds Page 269.

Lot 45 of Corporation Plat of the Village (now City) of Plainwell, Allegan County, Michigan, except a strip of land 50 feet in width off the Northeasterly end of said lot.

(In original Corporation Plat by error there were two lots designated as Lot 47 in said Plat, and above parcel should have been Lot 45 and is now correctly assessed as Lot 45, and metes and bounds description as set forth in instruments recorded in Liber 237 of Deeds on Page 314; Liber 250 of Deeds on Page 356 and Liber 610 on Page 548 actually describes Lot 45 of Corporation Plat except a strip of land 50 feet in width off the NE'ly end of said lot.)

AS described in Deed dated October 24, 1961, from Ethel M. Parsons, et al, to Hamilton Paper Company, a Washington corporation, recorded in Liber 679 of Deeds Page 419.

Lot 43 of Corporation Plat of the Village (now City) of Plainwell, according to the recorded plat thereof, except the North 50 feet.

AS described in Deed dated November 14, 1963, from Florence Olive Rhodes, to Hamilton Paper Company, a Washington corporation, recorded in Liber 680 of Deeds Page 320.

**Lot 53 and the Southerly half of the Easterly half of Lot 52 of Whitney's Addition to the Village (now City) of Plainwell, according to the recorded plat thereof.**

AS described in Deed dated August 19, 1963, from Helen Sweney to Hamilton Paper Company, a Washington corporation, recorded in Liber 676 of Deeds Page 386.

Lot Numbered 55 of Whitney's Addition to the Village (now City) of Plainwell, according to the recorded plat thereof.

AS described in Deed dated May 24, 1961, from Clarence R. Knowlton and wife to Hamilton Paper Company, a Washington corporation, recorded in Liber 639 of Deeds Page 408.



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State of Washington)
) ss.
County of Pierce )

On this 25th day of November, in the year of our Lord, 1970, before me, a Notary Public in and for said county, appeared Joseph E. Nolan, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of the corporation named in and which executed the within instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its board of directors and said Joseph E. Nolan acknowledged that said instrument to be the free act and deed of

\TE OF WASHINGTON } ss.
County of Pierce. }

No. 2376

I, DON PERRY, County Clerk (and also Clerk of the Superior Court of the State of Washington in and for the County of Pierce, the same being a court of record of the aforesaid county, having by law a seal) to hereby certify that A. M. Radcliffe, Esquire whose name is subscribed to the foregoing certificate of acknowledgement, proof or affidavit, was at the time of taking said acknowledgement, proof, or affidavit, a Notary Public duly commissioned and sworn and residing in said county, and was, as such, an officer of said state, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgement of deeds and other instruments in writing to be recorded in said state, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting, and verily believe that the signature to the foregoing certificate is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at TACOMA, in said county, this 25 day of Nov., 1970.

Don Perry
County Clerk and Ex-Officio Clerk of said Superior Court.

W.O. SD 90;
Env. 3

PURCHASE AGREEMENT

AGREEMENT, dated as of December 1, 1970, between Weyerhaeuser Company, a Washington corporation ("Weyco"), and Milprint, Inc., a Delaware corporation ("Milprint").

WHEREAS, Weyco is the owner of all of the outstanding capital stock of Plainwell Paper Co., Inc., a Michigan corporation (hereinafter called "Company"); and

WHEREAS, in reliance upon the representation contained herein, Milprint desires to purchase all of the issued and outstanding capital stock of Company upon the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of all of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Purchase and Sale of Shares.

Weyco hereby agrees to sell, and Milprint agrees to purchase, all of the issued and outstanding capital stock of Company free and clear of all liens and encumbrances, for a purchase price of $4,000,000, payable on the Closing Date (defined in Section 2). On that date Milprint shall cause Philip Morris Incorporated to deliver its check for said amount to Weyco.

Section 2. Closing.

The Closing will take place at the offices of Stapleton-Adams, P.C., 119 N. Church Street, Suite 201, Kalamazoo, Michigan, at 10:00 A.M. on December 1, 1970, or at such other time or place as the parties shall mutually agree upon, hereinafter called the "Closing Date".

Section 3. Representations of Weyco.

Weyco represents, warrants and agrees as follows:

(a) Weyco is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington. This Agreement and such other instruments and transactions as are contemplated herein have been duly authorized by all necessary corporate action on the part of Weyco, and when duly executed, will constitute valid obligations of Weyco, legally binding upon it, in accordance with the respective terms.

(b) Weyco has good and marketable title to all of the shares of Company issued to it (hereinafter the "Shares"), free and clear of all liens and encumbrances.

(c) Weyco has conveyed to Company all of its right, title and interest in Plainwell Water Power Company that can be conveyed.

(d) Company has good and marketable title to, and possession of, all of its personal property and assets (hereinafter the "Mill Assets"), free and clear of all liens and encumbrances except for minor encumbrances which do not in the aggregate exceed $5,000. The Mill Assets include (i) all properties and assets on the premises of the paper manufacturing mill in the City of Plainwell, County of Allegan, State of Michigan (hereinafter the "Mill") on October 16, 1970, except as set forth in Exhibit A annexed hereto and (ii) all books and business records except as described in Exhibit B annexed hereto. The Mill Assets are the assets in use in August of 1970 prior to the shutdown of the Mill, except for (1) raw materials and supplies and (2) items which would not significantly affect the operation of the Mill.

(e) During the six-month period commencing in January of 1970 through June of 1970, Weyco shipped from the Mill approx-

SAM

imately 21,000 tons of finished paper, substantially all of which was produced at the Mill.

(f) All buildings, machinery, equipment, furniture and fixtures of the Mill were in satisfactory operating condition at the time of the shutdown of the Mill in August of 1970, and Weyco has no knowledge of any substantial defects existing therein occurring from and after the shutdown through the Closing Date.

(g) Weyco has conveyed to Company all of the real property owned by it during 1970 in the City of Plainwell, in the Township of Otsego, and in the Township of Gun Plains, all in the County of Allegan, State of Michigan. Weyco has done nothing to encumber said realty except for matters of record and liens for current taxes and assessments not yet due.

(h) Weyco has no knowledge that business operations of the kind heretofore conducted by it at the Mill violated any law, regulation or order of any governmental body having jurisdiction and Weyco has not received notice that any such violation is claimed.

(i) Weyco has delivered to Milprint complete and correct copies of the following pertaining to the ownership, maintenance, operation and control of the Mill (or if any thereof are not in writing, a statement of the substance thereof), which copies and statements have been initialed for identification by an appropriate representative of Weyco:

(i) Deeds to real property owned of record or beneficially;

(ii) Leases and options for purchase of real property;



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(iii) A Schedule of the Mill Assets and a Statement of Weyco's tax basis for Federal Income Tax purposes pertaining thereto;

(iv) Pension, bonus or profit-sharing plans, life or other insurance, hospital arrangements or plans, or any other "fringe benefits" or arrangements, whether oral or written;

(v) Material contracts;

(vi) With respect to Plainwell Water Power Company, its Certificate of Incorporation, By-Laws and available agreements.

(j) No suit, action or administrative proceeding is pending in which Weyco is named as a party arising out of or relating to the operation of the Mill, and Weyco knows of no threatened suit, action or proceeding arising out of or relating to the operation of the Mill.

(k) The water supply for the Mill and its facilities for the disposal of its liquid and solid wastes, as they existed in August of 1970 prior to the shutdown, were adequate for the operation of the Mill, and Weyco has no knowledge of any substantial change therein which would affect startup on a comparable scale.

Section 4. Representations and Warranties of Milprint.

Milprint represents and warrants that:

(a) Milprint is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to carry on its business.

(b) No provision of the Certificate of Incorporation or By-Laws of Milprint, or of any agreement or instrument to which Milprint is a party or by which it is bound, has been



WEY000000000245

or will be violated by the execution by Milprint of this Agreement, or by the performance or satisfaction of any agreement or condition herein contained, and no further corporate authorization is necessary for the execution, delivery and performance of this Agreement.

Section 5. Conditions to Obligations of Milprint.

The obligations of Milprint under this Agreement are subject to the fulfillment, prior to or at the Closing Date of each of the following conditions, each of which may be waived in whole or in part by Milprint:

(a) Weyco shall have delivered to Milprint a certificate dated the Closing Date signed by an appropriate officer of Weyco, stating that he has made diligent inquiry as to the accuracy of the representations and warranties made by Weyco herein and that the representations and warranties are true and correct on and as of the Closing Date to the best of his knowledge, information and belief;

(b) Milprint shall not have discovered any material error, misstatement or omission in any of the representations and warranties made by Weyco, and all the terms, covenants and conditions of this Agreement to be complied with and performed by Weyco on or before the Closing Date shall have been duly complied with and performed;

(c) On the Closing Date, Milprint shall have acquired good title to all of the issued and outstanding Shares.

(d) All actions, proceedings, instruments and documents required to carry out this Agreement or incidental thereto and all other related legal matters shall have been approved by counsel for Milprint;

(e) No action or proceeding by or before any court or other governmental body shall have been instituted or threatened to restrain or prohibit transactions contemplated by this Agreement;

(f) Milprint shall have received an opinion of Messrs. Ford, Krekard & Staton, counsel for Weyco, dated the Closing Date, in form and substance satisfactory to Milprint and its counsel, to the effect that (i) Company is a corporation duly organized and existing and in good standing under the laws of the State of Michigan; (ii) Company has the corporate power to own its properties, and to carry on the business of a paper manufacturing mill, in the State of Michigan; (iii) the shares acquired by Milprint at the Closing constitute all the issued and outstanding shares of capital stock of Company and all such shares are fully paid and non-assessable and Milprint has acquired good title to all such shares; (iv) Weyco is the owner of all the issued and outstanding shares of the capital stock of Company;

(g) At or prior to the Closing, Weyco will deliver resignations of officers and directors of Company to Milprint as provided for in Section 8 of this Agreement.

Section 6. Brokerage.

Each party represents that there are no claims nor is there any basis for a claim for brokerage commissions or finders' fees in connection with the transactions contemplated by this Agreement resulting from any action taken by it.

Section 7. Survival.

The parties hereto agree that all the representations, warranties and agreements shall survive the Closing.

Section 8. Meeting of Company's Board of Directors.

At the Closing, Weyco shall deliver to Milprint written resignations of all directors and officers of Company, said resignations to be effective upon acceptance by the Board of Directors of Company. Weyco agrees to cause a meeting of the Board of Directors of Company to take place upon due notice upon the Closing date, and at such meeting the said resignations shall be accepted and the vacancies created by such resignations filled by persons who shall be designated by Milprint.

Section 9. Employment Retirement Benefits.

Weyco represents and warrants that there has been in effect at the Mill a retirement plan for hourly rated employees (the "Weyerhaeuser Plan").

(a) Milprint will cause Company to adopt a retirement plan for hourly rated employees (the "Company Plan") including those employees on lay-off status (subject to subparagraph (c) of this Section) providing benefits to employees of the Company substantially equal to those provided in the Weyerhaeuser Plan.

(b) Milprint will cause Company in its operation of the Mill to employ former Weyco hourly rated employees to the extent of the availability of such persons and the manning requirements of the Company, provided, however, that Company shall have no obligation to employ or keep employed anyone whom it deems objectionable.

(c) Neither Milprint nor Company will assume any retirement responsibility with respect to hourly rated employees who permanently left Weyco's employment for any reason, including retirement, prior to the Closing.

Section 10. Further Assurances.

The parties hereto undertake to execute and deliver



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all such further documents and to do such things as may reasonably be necessary or desirable to give effect to the present agreement. Weyco agrees to assign to Company such material contracts (identified pursuant to Section 3 (i)(v) above) as Company designates and as can be assigned.

Section 11. Miscellaneous.

(a) Section headings in this Agreement are included for convenience only and arenot to be used to construe or interpret this Agreement.

(b) This Agreement shall inure solely to the benefit of the parties hereto and their respective successors and assigns. Neither party to this Agreement shall assign its rights or delegate its obligations hereunder without the written consent of the other party hereto, and any such purported assignments or delegation shall be null and void.

(c) This Agreement (including exhibits) sets forth the entire understanding and all commitments of the parties in relation to any and all transactions contemplated hereby, and there are no representations or warranties, express or implied, except as specifically set forth herein.

Section 12. Notices.

All notices or requests between the parties required or permitted to be given herein shall be in writing and shall be deemed to have been duly given if delivered personally, delivered by prepaid telegram, or sent by first class registered mail as follows:

If to Weyco: John G. Kauffman and Francis A. Karaken
c/o Weyerhaeuser Company
Tacoma, Washington 98401

If to Milprint: Jack Jewell, Secretary
4200 North Holton Street
Milwaukee, Wisconsin 53201



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Section 13. Property Owned by Weyco.

The personal property described in Exhibit A, and owned by Weyco at the Closing, shall be removed from the Mill by Weyco or by Company at Weyco's expense, within thirty days following the Closing Date. Milprint agrees to cause Company (i) to make no use of said property while on the Mill premises and (ii) to follow its normal protection measures for safeguarding the property owned by Weyco until its removal. All risks of loss or damage to said property other than that caused by breach of Milprint's obligations hereunder is to be borne by Weyco during the period through removal. Such removal shall not interfere with the normal business operations by Company following the Closing.

EXECUTED the day and year first above written.

WEYERHAEUSER COMPANY

By _____

MILPRINT, INC.

By _____

# A G R E E M E N T

December 1, 1970

Reference is made to an Agreement dated December 1, 1970, by and between WEYERHAEUSER COMPANY and MILPRINT, INC. (hereinafter called the "Agreement").

This contract supplements the provisions of the Agreement in the following respects:

1. Milprint, Inc. shall promptly pay to Weyerhaeuser Company an additional Seventy-two Thousand Nine Hundred Fifty and no/100 Dollars ($72,950.00) in adjustment of taxes due on the transfer of assets, real and personal, by and between Weyerhaeuser Company and Plainwell Paper Co., Inc., on November 30, 1970.

2. Any lien placed upon the property covered by the deed resulting from those taxes due and payable on December 1, 1970, shall not be considered a violation of the covenants contained in the deed from Weyerhaeuser Compay to Plainwell Paper Co., Inc., dated November 25, 1970, and delivered November 30, 1970.

3. Milprint, Inc. will promptly pay to Weyerhaeuser Company Three Thousand Seven Hundred and no/100 Dollars ($3,700.00) as its share of the mill management salary expenses paid by Weyerhaeuser Company during the week prior to the Closing.

4. Milprint, Inc. agrees to reimburse Weyerhaeuser Company for payments made by it to Industrial Nucleonics covering lease rentals attributable to any period following the closing date.

5. Milprint, Inc. agrees to assume responsibility for payment for wires and felts ordered by Weyerhaeuser Company prior to December 1, 1970, and delivered to the Mill premises from and after November 24, 1970.

**EXECUTED the day and year first above written.**

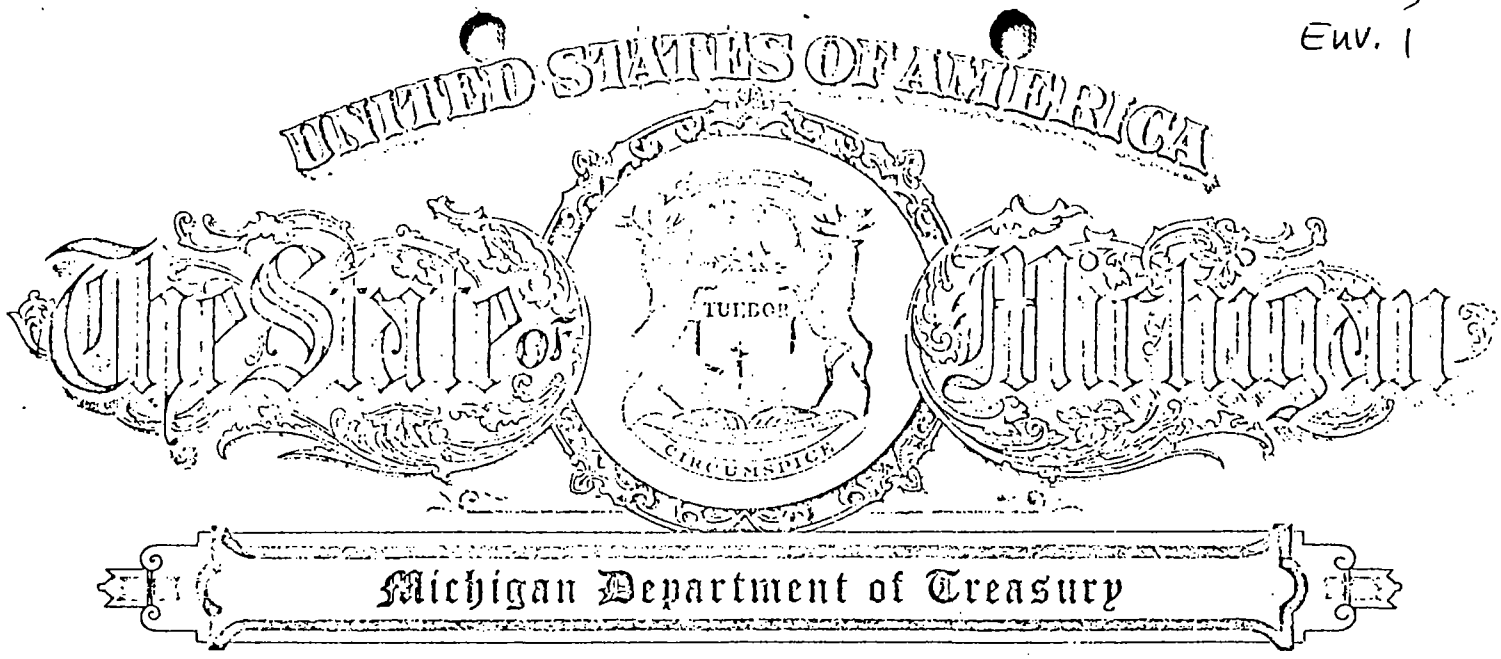
WEYERHAEUSER COMPANY

By _____

MILPRINT, INC.

By _____

W.O. SD 90,
Env. 1




*To All To Whom These Presents Shall Come:*

*I, Allison Green, Treasurer of the State of Michigan, Do Hereby Certify That Articles of Incorporation of*

PLAINWELL PAPER CO., INC.

*were duly filed in this office on the* 27th *day of* November, *19* 70, *in conformity with Act 327, Public Acts of 1931, as amended.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this* 27th *day of* November, *19* 70.

Allison Green

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C-2103

BY-LAWS

## ARTICLE I

## SHARES OF STOCK

SEC. 1. CAPITAL STOCK. The Capital of this Corporation shall be divided into 1000 non-assessable shares of common stock, with a par value of $1.00 per share.

SEC. 2. CERTIFICATE OF SHARES. The Certificates for shares of the Capital Stock of this Company shall be in such form, not inconsistent with the Articles of Incorporation of the Company, as shall be prepared or be approved by the Board of Directors. The Certificates shall be signed by the President or Vice-President, and also by the Secretary.

SEC. 3. TRANSFER OF SHARES. Shares of the Capital Stock of the Company shall be transferred by endorsement of the certificates representing said shares by the registered holder thereof or his attorney, and its surrender to the Secretary for cancellation. Whereupon the Secretary shall issue to the transferee or transferees, as specified by the endorsement upon the surrendered certificate, new certificates for a like number of shares. Transfers shall be made only upon the books of the Company and upon said surrender and cancellation; and shall entitle the transferee to all the privileges, rights and interests of a shareholder of this Company.

SEC. 4. CLOSING OF TRANSFER BOOKS. The stock books shall be closed for the meeting of the shareholders, and for the payment of dividends during such period, not exceeding forty days, as, from time to time, may be determined by the Board of Directors, and during such period no stock shall be transferred upon said books.

SEC. 5. LIEN. The Corporation shall have a lien upon all stock or property of its members invested therein, for all debts due to it by the owners thereof.

SEC. 6. LOST CERTIFICATES. In case of the loss of any certificate of shares of stock, upon due proof by the registered holder or his representatives, by affidavit of such loss, the Secretary shall issue a duplicate certificate in its place, upon the corporation being fully indemnified therefor.

SEC. 7. DIVIDENDS. The Board of Directors, in its discretion, from time to time, may declare dividends upon the Capital Stock from the surplus and net profits of the Company.

SEC. 8. FISCAL YEAR. The fiscal year of the Company shall end on the 31st day of December in each year.

SEC. 9. CORPORATE SEAL. The Board of Directors shall provide a suitable corporate seal, which seal shall be in charge of the Secretary, and shall be used by him.

ARTICLE II

SHAREHOLDERS' MEETING.

SEC. 1. TIME, PLACE AND PURPOSE. Meetings of the shareholders of the Company shall be held annually at the registered office of the Company in Kennett, Mich. at o'clock M., on the fourth Thursday of April of each year (after the year 1970), not a legal holiday, and if a legal holiday, then on the day following, for the purpose of electing directors, and for the transaction of such other business as may be brought before the meeting.

SEC. 2. SPECIAL MEETINGS. Special meetings of the Shareholders may be called by the President and Secretary, and shall be called by either of them at the request in writing or by vote of a majority of the Board of Directors, or at the request in writing by shareholders of record owning a majority in amount of the entire Capital Stock of the Company issued and outstanding.

SEC. 3. NOTICE. Written notice of any shareholders' meeting shall be mailed to each shareholder at his last known address, as the same appears on the stock book of the Company, or otherwise, at least ten days prior to any meeting and any notice of special meeting shall indicate briefly the object or objects thereof. Nevertheless, if all the shareholders waive notice of the meeting, no notice of the same shall be required, and whenever all the shareholders shall meet in person or by proxy, such meeting shall be valid for all purposes, without call or notice, and at such meeting any corporate action shall not be invalid for want of notice.

SEC. 4. QUORUM. At any meeting of the shareholders, the holders of a majority of all the voting shares of the capital stock of the Company issued and outstanding, present in person or represented by proxy, shall constitute a quorum. Meetings at which less than a quorum is represented may, however, be adjourned from time to time to a further date by those who attend, without further notice other than the announcement at such meeting, and when a quorum shall be present upon any such adjourned day, any business may be transacted which might have been transacted at the meeting as originally called.

SEC. 5. VOTING. Each shareholder shall be entitled to one vote for each share of voting stock standing registered in his or her name on the books of the Company, in person or by proxy duly appointed in writing and filed with the Secretary of the meeting, on all questions and elections. No proxy shall be voted after three years from its date unless said proxy provides for a longer period.

SEC. 6. ORGANIZATION. The President shall call meetings of the shareholders to order and shall act as Chairman of such meetings, unless otherwise determined by the holders of a majority of all the shares of the capital stock issued outstanding, present in person or by proxy. The Secretary of the Company shall act as Secretary of all meetings of the Company, but in the absence of the Secretary at any meeting of the shareholders or his inability to act as Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

BY-LAWS (Continued)

SEC. 7. INSPECTORS. Whenever any shareholder present at a meeting of shareholders shall request the appointment of inspectors, a majority of the shareholders present at such meeting and entitled to vote thereat, shall appoint inspectors who need not be shareholders. If the right of any person to vote at such meeting shall be challenged, the inspectors of election shall determine such right. The inspectors shall receive and count the votes either upon an election or for the decision of any question and shall determine the result. Their certificate of any vote shall be prima facie evidence thereof.

SEC. 8. GIVING NOTICE. Any notice required by statute or by these By-Laws to be given to the Shareholders, or to directors, or to any officer of the Company, shall be deemed to be sufficient to be given by depositing the same in a post office box, in a sealed, post-paid wrapper, addressed to such shareholder, director, or officer at his last known address, and such notice shall be deemed to have been given at the time of such mailing.

SEC. 9. NEW SHAREHOLDERS. Every person becoming a shareholder in this Company shall be deemed to assent to these By-Laws, and shall designate to the Secretary the address to which he desires that the notice herein required to be given may be sent, and all notices mailed to such addresses, with postage prepaid, shall be considered as duly given at the date of mailing, and any person failing to so designate his address shall be deemed to have waived notice of such meeting.

## ARTICLE III

## DIRECTORS

SEC. 1. NUMBER, CLASSIFICATION AND TERM OF OFFICE. The business and the property of the Company shall be managed and controlled by the Board of Directors.

The number of Directors shall be 3 , but the number may be changed from time to time by the alteration of these by-laws. The first Board of Directors of this Corporation, named in the Articles of Incorporation, shall hold office until the first annual meeting to be held on the [illegible] day of [illegible] 19[illegible] and thereafter on the second [illegible] in [illegible] in each year, beginning in 19[illegible] Directors shall hold office for the term of one year, and/or until their successors are elected and qualified.

SEC. 2. PLACE OF MEETING. The Directors may hold their meetings in such place or places within or without this State as a majority of the Board of Directors may, from time to time determine.

SEC. 3. MEETINGS. Meetings of the Board of Directors may be called at any time by the President or Secretary, or by a majority of the Board of Directors. Directors shall be notified in writing of the time, place and purpose of all meetings of the Board, except the regular annual meeting held immediately after the annual meeting of shareholders, at least three days prior thereto. Any Director shall, however, be deemed to have waived such notice by his attendance at any meeting.

BY-LAWS (Continued)

SEC. 4. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business, and if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SEC. 5. VACANCIES. Vacancies in the Board of Directors shall be filled by the remaining members of the Board and each person so elected shall be a director until his successor is elected by the shareholders, who may make such election at the next annual meeting of the stockholders or at any special meeting duly called for that purpose.

SEC 6. COMPENSATION. No Director shall receive any salary or compensation for his services as Director, unless otherwise especially ordered by the Board of Directors or by By-Law.

## ARTICLE IV

## OFFICERS

SEC. 1. The Board of Directors shall select a President, a Secretary and a Treasurer and may select one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers, who shall be elected by the Board of Directors at their regular annual meeting held immediately after the adjournment of the regular annual stockholders meeting. The term of office shall be for one year and until their successors are chosen. No one of such officers, except the President, need be a director, but a Vice-President who is not a director, cannot succeed to or fill the office of President. Any two of the above offices, except those of President and Vice-President, may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity. The Board of Directors may fix the salaries of the officers of the Company.

SEC. 2. The Board of Directors may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the Corporation. All officers and agents shall respectively have such authority and perform such duties in the management of the property and affairs of the Corporation as may be designated by the Board of Directors. Without limitation of any right of an officer or agent to recover damages for breach of contract, the Board of Directors may remove any officer or agent whenever, in their judgment, the business interests of the Corporation will be served thereby.

SEC. 3. The Board of Directors may secure the fidelity of any or all of such officers by bond or otherwise.

## ARTICLE V

## DUTIES OF OFFICERS

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SEC. 1. PRESIDENT. The President shall be the chief executive officer of the Company, and in the recess of the Board of Directors shall have the general control and management of its business and affairs, subject, however, to the right of the Board of Directors to

sively conferred upon the President, to any other officer or officers of the Company. He shall preside at all meetings of the Directors and all meetings of the shareholders, unless otherwise determined by a majority of all the shares of the capital stock issued and outstanding, present in person or by proxy.

SEC. 2. VICE-PRESIDENT. In case the office of President shall become vacant by death, resignation, or otherwise, or in case of the absence of the President, or his disability to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice-President who shall do and perform such other acts as the Board of Directors may, from time to time, authorize him to do, but a Vice-President who is not a director cannot succeed to or fill the office of President.

SEC. 3. TREASURER. The Treasurer shall have custody and keep account of all money, funds and property of the Company, unless otherwise determined by the Board of Directors, and he shall render such accounts and present such statements to the Directors and President as may be required of him. He shall deposit all funds of the Company which may come into his hands in such bank or banks as the Board of Directors may designate. He shall keep his bank accounts in the name of the Company, and shall exhibit his books and accounts, at all reasonable times, to any Director of the Company upon application at the office of the Company during business hours. He shall pay out money as the business may require upon the order of the properly constituted officer or officers of the Company, taking proper vouchers therefor; provided, however, that the Board of Directors shall have power by resolution to delegate any of the duties of the Treasurer to other officers, and to provide by what officers, if any, all bills, notes, checks, vouchers, orders or other instruments shall be countersigned. He shall perform, in addition, such other duties as may be delegated to him by the Board of Directors.

SEC. 4. SECRETARY. The Secretary of the Company shall keep the minutes of all the meetings of the shareholders and Board of Directors in books provided for that purpose; he shall attend to the giving and receiving of all notices of the Company; he shall sign, with the President or Vice-President, in the name of the Company, all contracts authorized by the Board of Directors, and when necessary shall affix the corporate seal of the Company thereto; he shall have charge of the certificate books, transfer books and stock ledgers and such other books and papers as the Board of Directors may direct; all of which, shall, at all reasonable times, be open to the examination of any Director upon application at the office of Secretary, and in addition such other duties as may be delegated to him by the Board of Directors.

## ARTICLE

## AMENDMENTS

SEC. 1. The shareholders or the Board of Directors may alter, amend, add to or repeal these By-Laws, including the fixing and altering of the Board of Directors; provided that the Board of Directors shall not make or alter any By-Laws fixing their qualifications. classifications, or term of office.

W.O. HPD 1-18

MAY

WARRANTY DEED

LIBER 638 PAGE 538

THIS INDENTURE, Made this 1st day of May, A. D. 1961, Between: HAMILTON PAPER COMPANY, a corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with principal offices located at Miquon, Pennsylvania, of the first part, And: HAMILTON PAPER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Washington, of Tacoma 1, Washington, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, FOREVER, all those certain pieces or parcels of land situate and being in the City of Plainwell and Township of Otsego, all in the County of Allegan and State of Michigan, and described as follows, to-wit:

Lots 1 to 12 inclusive and Lots 49, 50, 51 and Northeasterly half of Lot 52 of Whitney's Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof; Lot 49 being subject to flowage rights of Consumers Power Company;

ALSO, Lots 25 to 40 inclusive of Block 1 and Lots 16 to 30 inclusive of Block 2 of Riverview Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof, together with the Reversion of River Street and that part of Michigan Avenue and Prospect Avenue lying North of the South line of Lots 21, 25 and 40 if extended East across said streets; subject to flowage rights of Consumers Power Company;

ALSO, Commencing at the SW corner of Lot 16 of Lasher's Addition to the Village (now City) of Plainwell, Michigan, said point being 462 feet N'ly of North line of Allegan Street, thence W'ly 226.4 feet to a point 495 feet N'ly of North line of Allegan Street, thence S'ly to a point 437.25 feet N'ly of North line of said Street, thence W'ly 99 feet to a point 437.25 feet N'ly of North line of Allegan Street, thence N'ly to Kalamazoo River, thence SE'ly along said River to NW corner of Lot 16 of Lasher's Addition, thence along West line of Lot 16 to beginning; AND, Commencing at the SW corner of Lot 25, Block 2, Riverview Addition, Village (now City) of Plainwell, thence NW'ly ppl. with North line of Allegan Street 463 feet to what was formerly known as the Fair Ground, thence N. 31 degs. 37 mins. East along E'ly line of said Fair Ground to the Kalamazoo River, thence SE'ly up said River to the NW corner of said Riverview Addition, thence S. 31 degs. 37 mins. West along West line of said Addition 189 feet to beginning; subject to flowage rights of Consumers Power Company;

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ALSO, Lot 15, except the North 6 feet; and Lot 16, except the South 26 feet, all of Lasher's Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof;

ALSO, the N'ly 50 feet of Lots Numbered 43, 44 and 45, Corporation Plat, Village (now City) of Plainwell; and all of Lots Numbered 46, 47 and 48 of said Corporation Plat, Village (now City) of Plainwell; and Lot Numbered 120, except the South 264 feet thereof; and also all of Lots Numbered 47, 48 and 120 of said Corporation Plat, subject to flowage rights of Consumers Power Company;

ALSO, Lot 75 of Corporation Plat, Village (now City) of Plainwell, except that part lying NE'ly of the Mill Race and Water Weir;

ALSO, Beginning on the S'ly bank of the Kalamazoo River at the intersection of said S'ly bank and a line drawn 8 feet W'ly of and ppl. with the East line of the West 1/4 of Lot 26 of the Corporation Plat of the Village (now City) of Plainwell, according to the recorded plat thereof, running thence South along said ppl. line to a point approximately 105 feet North of the South line of said Lot 26, being also the NE corner of the Generator Building, thence S'ly along the outside face of the E'ly wall of said Generator Bldg. 19 feet, more or less, to the SE corner thereof, thence W'ly along the outside face of the S'ly wall of said Generator Bldg. 9.3 feet to the NW'ly corner of the Service Bldg. of Consumers Power Company, thence SW'ly along the outside face of the NW'ly wall of said Service Bldg. 2.5 feet, thence S'ly along the outside face of the West wall of said Service Bldg. to the SE'ly face of the concrete retaining wall at the S'ly side of the fore bay of the Race leading under the aforementioned Generator Bldg., thence SW'ly along the SE'ly face of said retaining wall to the E'ly edge of the Main Race, thence N'ly along the E'ly edge of said Main Race extended NW'ly across the fore bay of the Race leading under said Generator Bldg. to the S'ly bank of the Kalamazoo River, thence E'ly along the said S'ly bank to the place of beginning, being a part of the following described land: Lot 27 and the West 1/4 of Lot 26 of the Corporation Plat of the Village (now City) of Plainwell, and land bounded on the North by the Kalamazoo River, on the East by said Lot 27 and on the South and West by the Mill Race and Waste Weir;

ALSO, the land through which the water in the Mill Race runs for the transmission of water power owned by Plainwell Water Power Company, said Mill Race being located in Sections 30, 29 and 32, Town 1 North, Range 11 West, in the Village of Plainwell (now City) and Township of Gun Plains;
or Twp. of Gun Plains

(The above being in the City of Plainwell, Allegan County, Michigan)

AND ALSO, All that part of the East half of Section 24, T1N, R12W lying West and South of the Kalamazoo River and North of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Sec. 24, thence East 377 feet, thence North 264 feet, thence East 255 feet to the low water mark of the Kalamazoo River, subject to flowage rights for 99 years as granted Jan. 28, 1890 by instrument recorded in the office of the Register of Deeds of Allegan County, Michigan in Liber 111 of Deeds at Page 76, and subject to right-of-way as reserved in deed recorded in Liber 487 of Deeds on Page 112; and subject to right-of-way granted Texaco-Cities Service Pipe Line Company as set forth in instrument recorded in Liber 509 of Deeds on Page 553;

(The above being in the Township of Otsego, Allegan County, Michigan);



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(Subject to rights-of-way heretofore granted Consumers Power Company to erect and maintain electric lines on, over and across the above described lands as now located.)

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances unto the said party of the second part, and to its successors and assigns, FOREVER.

AND, the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever, and that it will, and its successors shall forever WARRANT AND DEFEND the same against all lawful claims whatsoever.

Said first party by this instrument hereby intends and does hereby convey to second party all interest owned by it in any lands situated in the City of Plainwell, Township of Gun Plains or Township of Otsego, all in Allegan County, Michigan.

IN WITNESS WHEREOF, the said HAMILTON PAPER COMPANY has caused these presents to be signed in its name by its President and Assistant Secretary and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Daniel C. Smith

John Ross

HAMILTON PAPER COMPANY

By Lane Taylor, President

Edward W. Jones, Ass't. Secretary

HAMILTON PAPER COMPANY 1915

STATE OF Pennsylvania )
County of Philadelphia ) ss.

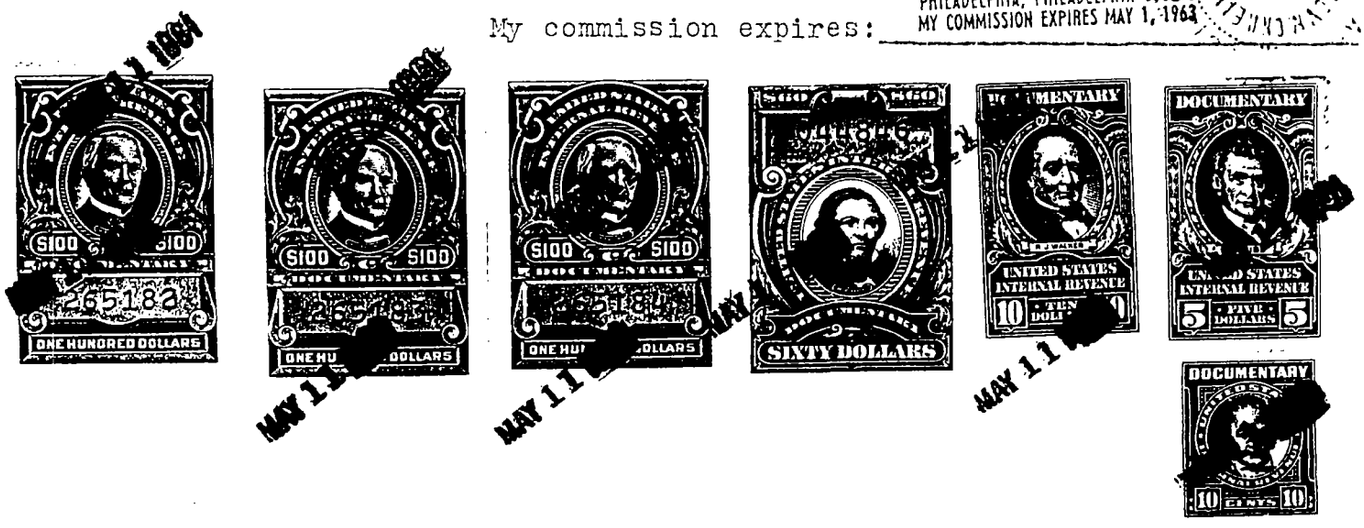
On this 4th day of May, A. D. 1961, before me, a Notary Public in and for said County, personally appeared Lane Taylor and Edward W. Jones, to me known, who, being each by me duly sworn, did say that they are respectively the President and Assistant Secretary of HAMILTON PAPER COMPANY, the Corporation named in the foregoing instrument, and that said seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors in pursuance of an agreement of sale duly approved by upwards of a majority of the stockholders of the said Hamilton Paper Company, seller, at a meeting of said stockholders called for said purpose, said officers acknowledging said instrument to be the free act and deed of said Corporation.

Sarah E. Armstrong

Sarah E. Armstrong
Notary Public, Philadelphia Co., Pa.

SARAH E. ARMSTRONG, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES MAY 1, 1963

My commission expires:




STATE OF MICHIGAN
COUNTY OF ALLEGAN
RECEIVED FOR RECORD
1961 MAY 11 PM 3 25
REGISTER OF DEEDS



LIBER 638 PAGE 541

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Michigan Department of Consumer and Industry Services
Corporation, Securities and Land Development Bureau
6546 Mercantile Way/P.O. Box 30054
Lansing, Michigan 48909
Telephone: (517) 334-6313

# I N V O I C E

Statement: 0442667 Date: 08/17/1999 **** MAIL ****

DIANE
FREEMAN MCKENZIE ET AL
75 N MAIN
PO BOX 2335
MT CLEMENS MI 48046

Phone: 810 469 2633

| ID | DESCRIPTION | QTY | PAGES |
|---|---|---|---|
| | THE MICHIGAN PAPER CO. OF PLAINWELL | | |
| | DOCUMENTS CERTIFIED | 1 | 10 |
| | ORIGINAL ARTICLES ONLY | 1 | 2 |

| | |
|---|---|
| Sub-Total: | $16.00 |
| Order Total: | $16.00 |
| Expedited Service Charge: | $.00 |
| REMIT THIS AMOUNT: | $16.00 |

RETURN YOUR PAYMENT, in U.S. dollars, payable to State of Michigan with a copy of this Statement and include invoice number on your check or money order.

If your order is incorrect, contact this agency immediately at the above address, or call (517)334-6313 or fax your concerns to (517)334-7145.

MCL 450.1131, MCL 450.4104(5), and MCL 449.48 provide 'A photostatic, micrographic, photographic, optical disc media, or other reproduced copy certified by the administrator, which may be sent by facsmile transmission, shall be considered an original for all purposes and is admissible in evidence in like manner as an original.'

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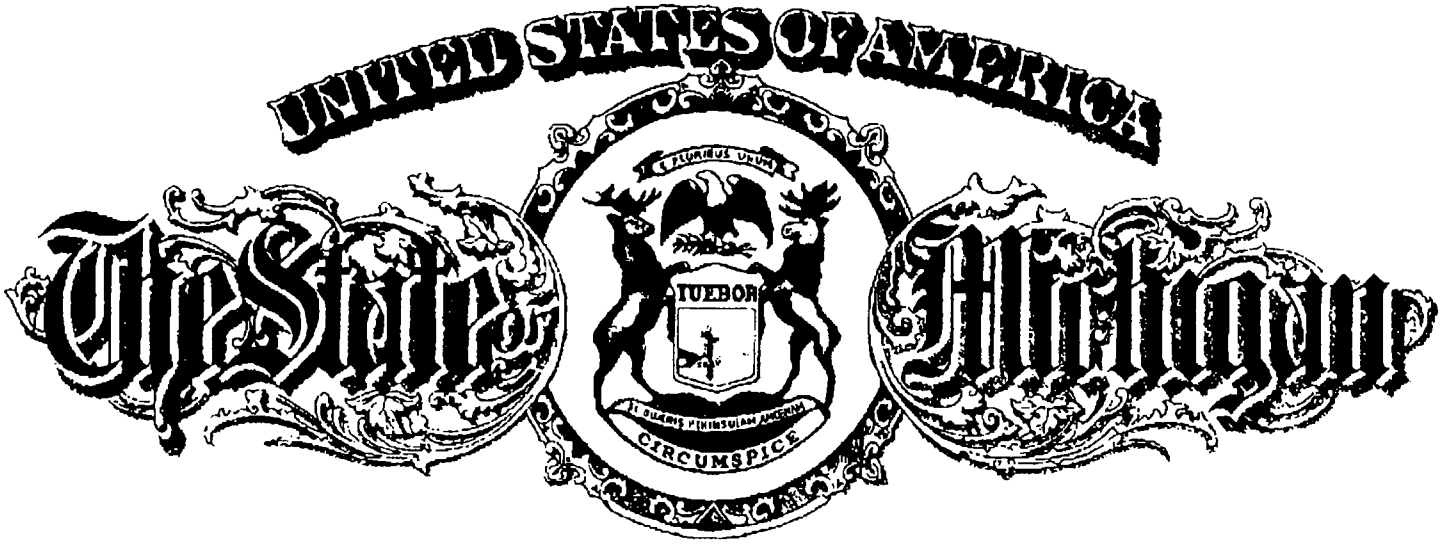


Michigan Department of Consumer and Industry Services

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 17th day of August, 1999.*

Julie Croll , *Director*

*Corporation, Securities and Land Development Bureau*

*172 0444714*

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000014612

# Articles of Association
## of
## The Michigan Paper Co. of Plainwell

We, the undersigned, desiring to become incorporated under the provisions of Act No 232, of the Public Acts of 1885, entitled "An Act to revise the laws providing for the incorporation of all manufacturing companies (except such as are contemplated by Act No 42, of the Session Laws of 1867, which provides for the incorporation of persons or corporations engaged in the manufacture of salt) and mercantile companies or any union of the two, and to fix the duties and liabilities of such corporations" do hereby make, execute and adopt the following Articles of Association, to wit:

### Article I

The name assumed by this corporation and by which it shall be known in law is The Michigan Paper Co. of Plainwell.

### Article II

The purpose or purposes of this corporation are as follows: The manufacture and sale of paper of various kinds, and the purchase and sale of such material as is used in and about manufacturing paper, and the erection, purchasing and operating Mills, Buildings, Power and machinery to be used for such manufacture.

GOLD SEAL APPEARS ONLY ON ORIGINAL

Article III

The capital stock of the corporation hereby organized is the sum of Fifty Thousand dollars and the number of shares thereof is five thousand, Such of the stock as is not at this time subscribed, may hereafter be disposed of by said corporation.

Article IV

The amount of said stock actually paid in at the date hereof is the sum of five thousand dollars, being ten per cent of said capital stock

Article V

The operations of this corporation are to be carried on in the County of Allegan, State of Michigan, and the office for the transaction of business within the State of Michigan, shall be kept at Plainwell Allegan County, Michigan.

Article VI

The time of existence of this corporation is fixed at thirty years from the date hereof.

The parties hereto hereby waive a stockholders meeting for the election of Directors, and hereby mutually agree upon the persons hereinafter named, to act as the directors and officers of said corporation until the next annual meeting or until their successors are appointed. Said Directors are Hale W. Pays. M. Bailey, H. P. Kauffer, Wm. Thomas, Jas. Hicks, John W. Gilkey, Geo. A. Anderson. Officers. Hale W. Pays. Pres't, Jos. W. Hicks Vice President M Bailey Secretary. G. A. Anderson Treasurer

In Witness Whereof, We, the parties hereby associating for the pur-

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000014614

of giving legal effect to these Articles, hereunto sign our names, our place of residence and the number of shares of stock held by each respectively.

Done at Plainwell Michigan January 26th 1887.

| Names | Residence | No. of shares |
|---|---|---|
| Hale W Page | Kalamazoo | 160 |
| Sanford H. Corbyn | Plainwell | 120 |
| William Thomas | Plainwell | 240 |
| Sarah M. Page | Kalamazoo | 80 |
| J.H. Wagner & Bro. | Plainwell | 60 |
| J.W. Hicks | " | 80 |
| Geo. G. Soule | " | 80 |
| C.O. Gilkey | " | 40 |
| John W. Gilkey | " | 40 |
| W.J. Clancy | " | 20 |
| B. Schoonmaker | " | 20 |
| Geo. H. Anderson | " | 40 |
| J.D. Bush | " | 20 |
| N.A. Balch | " | 40 |
| Morrison Bailey | " | 40 |
| O.J. Woodard | " | 50 |
| Levi Arnold | " | 40 |
| S.J. Carl | " | 20 |
| M.E. Gamble | " | 20 |
| H.W. Wright | " | 16 |

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY00000001461

| | | |
|---|---|---|
| Edward P. Anderson | " | 16 |
| H.F. Woodhams | " | 20 |
| J.B. Hurlburt | " | 20 |
| H.P. Kauffer | Kalamazoo | 120 |
| W.W. Woodhams | Kalamazoo | 10 |

State of Michigan } ss
County of Allegan }

On this 26th day of January 1887. before me a Notary Public in and for Kalamazoo County, personally appeared Hale W. Page, Sanford H. Corbyn, William Thomas, Sarah M. Page, J.H. Wagner Bro. (per J.W. Wagner), J.W. Hicks, Geo. A. Fowler, S.D. Gilkey, John W. Gilkey, W.J. Clancy, B. Schoonmaker, Geo. N. Anderson, J.S. Bush, H.A. Balch, Morrison Bailey, O.J. Woodard, Levi Arnold, P.J. Carl, M.E. Gamble, H.W. Wright, Edward P. Anderson, H.F. Woodhams, J.B. Hurlburt, H.P. Kauffer, known to me to be the persons named in and who executed the foregoing instrument, and severally acknowledged that they executed the same freely and for the intents and purposes therein mentioned.

Hurlburt H. Durand
Notary Public
Kalamazoo County
Michigan

Rec'd for Record Feb 4. 1887.

GOLD SEAL APPEARS ONLY ON ORIGINAL

WEY000000014610

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU
6546 Mercantile Way
P.O. Box 30054
Lansing, Michigan 48909

# REPLY TO INFORMATION REQUEST

(Issued under the Michigan Business Corporation Act, Act 284, P.A. of 1972, as amended. For information only)

## RE: YOUR INQUIRY

- ☐ The information you requested is contained in the enclosed printout.
- ☒ We have searched our records back to January 1, 1979 and have no record of the name(s) provided in your correspondence. Corporations out of existence prior to January 1, 1979 have not been included in this check.
- ☐ We have no record of the name as provided in your correspondence.
- ☐ For your convenience we have enclosed a printout of **SIMILAR** names.
- ☐ The name you provided is/was an assumed name. See enclosed printout.
- ☐ The name you provided is a previous name. See HISTORY, Code 03.
- ☐ The name you provided is the true name in their home state. **The name they are using in Michigan appears above the TRUE name.**
- ☐ The corporation was automatically dissolved/withdrawn for failure to file an annual report.
- ☐ The corporation filed a certificate of dissolution/withdrawal.
- ☐ The corporation was dissolved/revoked pursuant to the designated MCLA site. Please refer to the appropriate section of the Business and Nonprofit Corporation Act for a complete explanation.
- ☐ The corporation has merged. See HISTORY, Code 14.
- ☐ The corporation is in good standing on _____/_____/_____.
- ☐ The proposed name appears available on the PRELIMINARY check. The final check will be made when the documents are received.
- ☐ The proposed name is not available. Enclosed is a printout showing the conflicting name.
- ☐ A corporation is owned by shareholders. **Shareholder information, except on professional service corporations, is not reported to or maintained by this office.** Officers and directors are reported on Annual Reports. Incorporators are on the Articles. Copies may be purchased by writing to our Certification Unit, at the above address, calling the Records Information Unit at 1-900-555-0031, or may be reviewed without charge in Lansing.

OVER

CLS 993(5/97)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES**
Corporation, Securities and Land Development Bureau
Fax: (517) 334-8329
FAX: (517) 334-7145

# INFORMATION REQUEST

Authorized pursuant to P.A. 284 of 1972, as amended

248-161

**List names or Identification Numbers of entities for which you need information.**

| Name | Identification Number |
|---|---|
| 1. The Michigan Paper Company of Plainwell | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

**Check box(es) for information you need:**

- [X] Resident Agent
- [X] Registered Office
- [X] Type of Entity
- [X] Date Formed
- [X] Status
- [ ] Previous Names
- [X] Assumed Name
- [X] Special Instructions History

**Return To:**

| Name | Fax Number | Voice Mail | |
|---|---|---|---|
| Timothy J. Lozen | (810) 469-0106 | | |
| Address: 75 North Main P.O. Box 2335 | City: Mount Clemens | State: MI | Zip Code: 48046-2335 |

**RESPONSES EXCEEDING 15 PAGES WILL BE RETURNED BY MAIL**

WEY000000013294

List NAMES August 3, 1999 3:37 PM

| | ST | ID | Name |
|---|---|---|---|
| * | CO | 080070 | MICHIGAN PAPER COMPANY |
| * | AA | 105834 | MICHIGAN PAPER DIE CUTTING |
| * | HO | 172329 | MICHIGAN PAPER DIE CUTTING CO., INC. |
| * | CA | 105834 | MICHIGAN PAPER DIE, INC. |
| * | PA | 105834 | MICHIGAN PAPER DIE, INC. |
| * | BO | B45110 | MICHIGAN PAPER DIE, L.L.C. |
| * | CO | 171329 | MICHIGAN PAPER PRODUCTS CO. |
| * | CA | 218991 | MICHIGAN PAPER PRODUCTS, INC. |
| * | CA | 490523 | MICHIGAN PAPER RECYCLING CORPORATION |
| * | AA | 009676 | MICHIGAN PAPER STOCK |
| * | HO | 173329 | MICHIGAN PAPER STOCK CO., INC. |
| * | AO | 098921 | MICHIGAN PAPER TUBE |
| * | AA | 721919 | THE MICHIGAN PARADE |
| * | CA | 721919 | MICHIGAN PARADES INTO THE 21ST CENTURY, INC. |
| * | CA | 279323 | MICHIGAN PARADISE, INC. |
| * | HO | 714787 | MICHIGAN PARALEGAL ASSOCIATION |

Enter) Display Detail

1) List with Full Name

4) Prev
5) Next

13) Help
15) Print Screen
16) Return

CS3 (6/2/97)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES**
Corporation, Securities and Land Development Bureau
Fax: (517) 334-8329

FAX: (517) 334-7145

# INFORMATION REQUEST

Authorized pursuant to P.A. 284 of 1972, as amended

248-161

List names or identification Numbers of entities for which you need information.

| Name | Identification Number |
|---|---|
| 1. Michigan Paper Company | |
| 2. Michigan Paper Co. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

Check box(es) for information you need:

- [X] Resident Agent
- [X] Registered Office
- [ ] Type of Entity
- [ ] Date Formed
- [ ] Status
- [ ] Previous Names
- [X] Assumed Name
- [X] Special Instructions HISTORY

Return To:

| Name | Fax Number | Voice Mail | |
|---|---|---|---|
| Timothy J. Lozen | (810) 469-0106 | | |
| Address 75 North Main | City Mount Clemens | State MI | Zip Code 48046-2335 |

P.O. Box 2335

**RESPONSES EXCEEDING 15 PAGES WILL BE RETURNED BY MAIL**

WEY00000001329

C&S 902(5/97)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES**
Corporation, Securities and Land Development Bureau
Fax: (517) 334-8329

FAX: (517) 334-7145

# INFORMATION REQUEST

Authorized pursuant to P.A. 284 of 1972, as amended

248-161

**List names or Identification Numbers of entities for which you need information.**

| Name | Identification Number |
|---|---|
| 1. The Michigan Paper Company of Plainwell | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

**Check box(es) for information you need:**

- [X] **Resident Agent**
- [X] **Registered Office**
- [X] **Type of Entity**
- [X] **Date Formed**
- [X] **Status**
- [X] **Previous Names**
- [X] **Assumed Name**
- [X] **Special Instructions** History

**Return To:**

| Name | Fax Number | Voice Mail | |
|---|---|---|---|
| Timothy J. Lozen | (810) 469-0106 | | |
| Address 75 North Main<br>P.O. Box 2335 | City Mount Clemens | State MI | Zip Code 48046-2335 |

**RESPONSES EXCEEDING 15 PAGES WILL BE RETURNED BY MAIL**

WEY000000013291

# *** TRANSMISSION REPORT ***

AUG-03-99 15:49 ID:8104690106 FREEMAN MCKENZIE

| | | | |
|---|---|---|---|
| JOB NUMBER | 891 | | |
| INFORMATION CODE | OK | | |
| TELEPHONE NUMBER | 15173347145 | | |
| NAME(ID NUMBER) | 517 334 7145 | | |
| START TIME | AUG-03-99 15:49 | | |
| PAGES TRANSMITTED | 001 | TRANSMISSION MODE | EMMR |
| RESOLUTION | STD | REDIALING TIMES | 00 |
| SECURITY | OFF | MAILBOX | OFF |
| MACHINE ENGAGED | 00'21 | | |

THIS TRANSMISSION IS COMPLETED.

LAST SUCCESSFUL PAGE 001

CAS 803(2/97)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES**
Corporation, Securities and Land Development Bureau
Fax: (517) 334-8329
FAX: (517) 334-7145

## INFORMATION REQUEST

Authorized pursuant to P.A. 284 of 1972, as amended

248-161

**List names or identification Numbers of entities for which you need information.**

| Name | Identification Number |
|---|---|
| 1. The Michigan Paper Company of Plainwell | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

**Check box(es) for information you need:**

- [X] Resident Agent
- [X] Registered Office
- [X] Type of Entity
- [X] Date Formed
- [X] Status
- [ ] Previous Names
- [X] Assumed Name
- [X] Special Instructions History

**Return To:**

| | | | |
|---|---|---|---|
| Name: Timothy J. Lozen | Fax Number (810) 469-0106 | Voice Mail | |
| Address: 75 North Main P.O. Box 2335 | City Mount Clemens | State MI | Zip Code 48046-2335 |

**RESPONSES EXCEEDING 15 PAGES WILL BE RETURNED BY MAIL**

C&S 902(5/97)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES**
Corporation, Securities and Land Development Bureau
Fax: (517) 334-8329

FAX: (517) 334-7145

# INFORMATION REQUEST

Authorized pursuant to P.A. 284 of 1972, as amended

248-161

**List names or Identification Numbers of entities for which you need information.**

| | Name | Identification Number |
|---|---|---|
| 1. | Michigan Paper Company | |
| 2. | Michigan Paper Co. | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |

**Check box(es) for information you need:**

- [X] **Resident Agent**
- [X] **Registered Office**
- [X] **Type of Entity**
- [X] **Date Formed**
- [X] **Status**
- [X] **Previous Names**
- [X] **Assumed Name**
- [X] **Special Instructions** HISTORY

**Return To:**

| Name | Fax Number | Voice Mail | |
|---|---|---|---|
| Timothy J. Lozen | (810) 469-0106 | | |
| Address 75 North Main | City Mount Clemens | State MI | Zip Code 48046-2335 |

P.O. Box 2335

**RESPONSES EXCEEDING 15 PAGES WILL BE RETURNED BY MAIL**

WEY000000013289

# *** TRANSMISSION REPORT ***

AUG-03-99 15:25 ID:8104690106 FREEMAN MCKENZIE

| | | | |
|---|---|---|---|
| JOB NUMBER | 890 | | |
| INFORMATION CODE | OK | | |
| TELEPHONE NUMBER | 15173347145 | | |
| NAME(ID NUMBER) | 517 334 7145 | | |
| START TIME | AUG-03-99 15:25 | | |
| PAGES TRANSMITTED | 001 | TRANSMISSION MODE | EMMR |
| RESOLUTION | STD | REDIALING TIMES | 00 |
| SECURITY | OFF | MAILBOX | OFF |
| MACHINE ENGAGED | 00'33 | | |

THIS TRANSMISSION IS COMPLETED.

LAST SUCCESSFUL PAGE 001

C&S 902(5/97)

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES**
Corporation, Securities and Land Development Bureau
Fax: (517) 334-8329

FAX: (517) 334-7145

## INFORMATION REQUEST

Authorized pursuant to P.A. 284 of 1972, as amended

248-161

**List names or identification Numbers of entities for which you need information.**

| Name | Identification Number |
|---|---|
| 1. Michigan Paper Company | |
| 2. Michigan Paper Co. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

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- [x] Resident Agent
- [x] Registered Office
- [x] Type of Entity
- [x] Date Formed
- [x] Status
- [x] Previous Names
- [x] Assumed Name
- [x] Special Instructions HISTORY

**Return To:**

| | | | |
|---|---|---|---|
| Name: Timothy J. Lozen | Fax Number: (810) 469-0106 | Voice Mail: | |
| Address: 75 North Main P.O. Box 2335 | City: Mount Clemens | State: MI | Zip Code: 48046-2335 |

RESPONSES EXCEEDING 15 PAGES WILL BE RETURNED BY MAIL

WEY000000013288

H. H. HANSON
CHAIRMAN
OF THE
BOARD

LANE TA
PRESID
AND
TREASU

# W. C. HAMILTON & SONS

ESTABLISHED 1858

MAKERS OF HAMILTON PAPERS

MIQUON, PA.
A SUBURB OF PHILADELPHIA

MILL & MAIN OFFICE
MIQUON PA
TELEPHONE
MIQUON 3-3160

NEW YORK OFFICE
261 BROADWAY

CHICAGO OFFICE
178 W. ADAMS ST.

LOS ANGELES OFFICE
649 S. OLIVE ST.

February 13, 1954

AN ANNOUNCEMENT TO HAMILTON CUSTOMERS AND SUPPLIERS

W. C. Hamilton & Sons are pleased to announce the acquisition of the Michigan Paper Company of Plainwell, Michigan. Hamilton plans to operate the Michigan Mill as a wholly owned subsidiary, and to pursue a program of plant modernization and increased production.

The Michigan Paper Company is located at Plainwell on the Kalamazoo River about twelve miles north of Kalamazoo. It has been favorably known for many years as a manufacturer of Book and Writing grades of paper.

Michigan has three paper machines, two of them trimming 118", and the other one trimming 98". One of the 118" trim machines was installed new in 1947. This machine is equipped with a size tub. The auxiliary equipment includes Supercalenders, Rewinders, and a complete finishing room with sheeters, trimmers, and a new package sealing machine. A new warehouse with ample facilities was built during the last three years. Current production of the mill is 160,000 pounds per day.

Allan B. Milham, who has a long experience in the industry, and who has been operating the plant successfully for the past year, will continue as President and General Manager. His staff of able associates will continue with him.

Michigan Paper Company produces the "Michigan", "Wolverine" and "Test" brands of Offset, English Finish, Litho and Antique Book Papers. It also makes Catalogue, Bible, Bond, Mimeograph, Writing, Manifold, Poster, Tablet and Cover Papers.

Acquisition of the Michigan Paper Company will boost Hamilton's overall output of papers by 50%. The combined daily production of more than 460,000 pounds will place the Company among the nation's largest makers of Fine Papers. Michigan Production will permit Hamilton to significantly extend its range of paper grades and thus obtain broader coverage of the market.

H. H. Hanson
Chairman of the Board.

Lane Shedd
President & Treasurer

Joseph H. Dunton
Vice-President in Charge of Sales

ENGRAVED ON HAMILTON OLD TREATY BOND. SUBSTANCE 24

WEY000000000103

Copy

# Articles of Association
of
# The Michigan Paper Co. of Plainwell

We, the undersigned, desiring to become incorporated under the provisions of Act No 232, of the Public Acts of 1885, entitled "An Act to revise the laws providing for the incorporation of all manufacturing companies (except such as are contemplated by Act No 42, of the Session Laws of 1867, which provides for the incorporation of persons or corporations engaged in the manufacture of salt) and mercantile companies or any union of the two, and to fix the duties and liabilities of such corporations" do hereby make, execute and adopt the following Articles of Association, to wit:

Article I

The name assumed by this corporation and by which it shall be known in law is The Michigan Paper Co. of Plainwell.

Article II

The purpose or purposes of this corporation are as follows: The manufacture and sale of paper of various kinds, and the purchase and sale of such material as is used in and about manufacturing paper, and the erection, purchasing and operating Mills, Buildings, Power and machinery to be used for such manufacture.

Article III

The capital stock of the corporation hereby organized is the sum of Fifty Thousand dollars and the number of shares thereof is two thousand, such of the stock as is not at this time subscribed, may hereafter be disposed of by said corporation.

Article IV

The amount of said stock actually paid in at the date hereof is the sum of five thousand dollars, being ten per cent of said capital stock

Article V

The operations of this corporation are to be carried on in the County of Allegan, State of Michigan, and the office for the transaction of business within the State of Michigan, shall be kept at Plainwell Allegan County, Michigan.

Article VI

The term of existence of this corporation is fixed at thirty years from the date hereof.

The parties hereto hereby waive a stockholders meeting for the Election of Directors, and hereby mutually agree upon the persons hereinafter named, to act as the directors and officers of said corporation until the next annual meeting or until their successors are appointed. Said Directors are Hale W. Page, M. Bailey, H. P. Kauffer, Wm Thomas, J. W. Hicks, John W. Gilkey, Geo H. Anderson. Officers - Hale W. Page, Presdt, Joseph W. Hicks, Vice President M Bailey, Secretary, Geo G Louly, Treasurer

In Witness Whereof, We, the parties hereby associating for the purpo

WEY000000014617

of giving legal effect to these Articles, herewith sign our names, our place of residence and the number of shares of stock held by each respectively.

Done at Plainwell Michigan January 26th 1887.

| Names | Residence | No. of shares |
|---|---|---|
| Hale W Paye | Kalamazoo | 160 |
| Sanford H. Corbyn | Plainwell | 120 |
| William Thomas | Plainwell | 240 |
| Sarah M. Paye | Kalamazoo | 80 |
| J.H. Wagner & Bro. | Plainwell | 60 |
| J.W. Hicks | " | 80 |
| Geo. A. Hale | " | 80 |
| C.D. Gilkey | " | 40 |
| John W. Gilkey | " | 40 |
| W.J. Clancy | " | 20 |
| B. Schoonmaker | " | 20 |
| Geo. H. Anderson | " | 40- |
| J.C. Bush | " | 20 |
| H.A. Balch | " | 40 |
| Morrison Bailey | " | 40 |
| O.J. Woodard | " | 50 |
| Levi Arnold | " | 40 |
| P.J. Carl | " | 20 |
| M.E. Gamble | " | 20 |
| H.W. Wright | " | 16 |
| Edward E. Anderson | " | 16 |
| H.F. Woodhams | " | 20 |
| J.B. Hubbard | " | 20 |
| H.P. Kauffer | Kalamazoo | 120 |
| W.W. Woodhams | Plainwell | 10 |

State of Michigan } ss
County of Allegan }

On this 26th day of January 1887. before me a Notary Public in and for Kalamazoo County, personally appeared Hale W. Paye, Sanford H. Corbyn, William Thomas, Sarah M. Paye, J.H. Wagner Bro. (per J.H. Wagner), J.W. Hicks, Geo. A. Hale, C.D. Gilkey, John W. Gilkey, W.J. Clancy, B. Schoonmaker, Geo. H. Anderson, J.C. Bush, H.A. Balch, Morrison Bailey, O.J. Woodard, Levi Arnold, P.J. Carl, M.E. Gamble, H.W. Wright, Edward E. Anderson, H.F. Woodhams, J.B. Hubbard, H.P. Kauffer, known to me to be the persons named in and who executed the foregoing instrument, and severally acknowledged that they executed the same freely and for the uses and purposes therein mentioned.

Hubert H. Ward
Notary Public
Kalamazoo County
Michigan

Recd for Record Feb 4. 1887.

WEY0000000014618

CT CORPORATION

# FAX TRANSMITTAL FORM

DATE: November 14, 2002

TO: Karen S Malnar
Jaffe Raitt Heuer & Weiss
One Woodward Avenue
Suite 2400
Detroit MI 48226

FAX: (313) 965-5448
PHONE: (313) 964-8750

FROM: Cynthia L Pierce
Fulfillment Specialist

FAX: (302) 655-4480
PHONE: (866) 809-1134
EMAIL: Cynthia_Pierce@cch-lis.com

Re: Order #: 5722640 SO
Customer Reference 1:
Customer Reference 2:

Colonial Heights Packaging, Inc. (DE)

Cynthia L Pierce
Wilmington Fulfillment Team 4
C T Corporation System
Corporation Trust Center
1209 Orange Street
Wilmington DE 19801



0017877

726182001

10AM

FILED

JUL 1 1986

PHILIP MORRIS INDUSTRIAL INCORPORATED
(a Delaware corporation)

Certificate as to Amendment
of Certificate of Incorporation

I, William R. Transue, President of PHILIP MORRIS INDUSTRIAL INCORPORATED, a Delaware corporation, hereby certify that the Board of Directors of this Corporation has advised and duly resolved that the first paragraph of the Certificate of Incorporation of this Corporation be amended to read as follows:

FIRST. The name of this corporation is Colonial Heights Packaging Inc.

and that such amendment has been duly adopted by the Board of Directors and the shareholders, all in accordance with Section 242 of the Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 1986.

William R. Transue
President

attest: Gary R. Weidy
Gary R. Weidy
Secretary

1936N

0017877

CERTIFICATE OF CHANGE OF REGISTERED AGENT AND REGISTERED OFFICE

OF

PHILIP MORRIS INDUSTRIAL INCORPORATED

2565-12
FILED
DEC 21 1977 10AM

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

* * * * *

PHILIP MORRIS INDUSTRIAL INCORPORATED, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is THE PRENTICE-HALL CORPORATION SYSTEM, INC., and the present registered office of the corporation is in the County of Kent.

At a meeting of the Board of Directors of PHILIP MORRIS INDUSTRIAL INCORPORATED, held on 13th day of December A. D. 1977, the following resolution was duly adopted:

> Resolved, that the registered office of PHILIP MORRIS INDUSTRIAL INCORPORATED in the state of Delaware be and it hereby is changed to No. 100 West Tenth Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, PHILIP MORRIS INDUSTRIAL INCORPORATED, has caused this statement to be signed by [illegible] N. Lewis, its Vice President and attested by [illegible] Blackhefer, its Secretary this [illegible] day of December, 1977.

By _____
Vice President

ATTEST:

_____
Secretary

0017877

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
229 SOUTH STATE STREET
DOVER, KENT COUNTY, DELAWARE
19901

2565-12

FILED

OCT 7 1977 9AM

# RESTATED CERTIFICATE OF INCORPORATION OF PHILIP MORRIS INDUSTRIAL INCORPORATED

(Original Certificate of Incorporation filed April 3, 1929 under the name of Milprint Products Corporation; name changed to Milprint, Inc. by Certificate of Amendment filed October 7, 1936 and to Philip Morris Industrial Incorporated by Agreement and Plan of Merger filed February 28, 1977.)

* * * * * * * * * *

FIRST. The name of this corporation is PHILIP MORRIS INDUSTRIAL INCORPORATED.

SECOND. Its registered office in the State of Delaware is located at 229 South State Street, in the City of Dover, County of Kent. The name of its registered agent at such address is The Prentice-Hall Corporation System, Inc.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares which the corporation shall have authority to issue is three hundred eighty-five thousand (385,000) shares, consisting of one class only, designated as "Common Stock," of the par value of Two Dollars ($2.00) per share.

FIFTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend, or repeal the By-Laws of the corporation, subject to the power of the holders of stock having voting power to amend or repeal the By-Laws made by the Board of Directors.

Elections of directors need not be by ballot unless the By-Laws of the corporation shall so provide.

SIXTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

* * * * * *

This Restated Certificate of Incorporation has been duly adopted by the sole stockholder of the corporation in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation has been made under the seal of the corporation and has been signed by the undersigned, said William D. McCoy, its President, and James R. Kieckhefer, its Secretary, respectively, this 21st day of September, 1977.

William D. McCoy, President

ATTEST:

James R. Kieckhefer, Secretary

STATE OF WISCONSIN )
) SS
COUNTY OF MILWAUKEE )

Be it remembered that on this 21st day of September, 1977, personally came before me, a Notary Public for the State of Wisconsin, William D. McCoy, President of Philip Morris Industrial Incorporated, a Delaware corporation, the corporation described in the foregoing Restated Certificate of Incorporation, known to me personally to be such, and he, the said William D. McCoy, as such President, duly executed said Restated Certificate of Incorporation before me and acknowledged the said Restated Certificate of Incorporation to be his act and deed and the act and deed of said corporation; and that the facts stated therein are true; that the signatures of the said President and of the Secretary of said corporation to said foregoing Restated Certificate of Incorporation are in the handwriting of said President and of the Secretary of said corporation, respectively; and that the seal affixed to said Restated Certificate of Incorporation is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Notary Public, State of Wisconsin
My Commission 10/31/80

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THE PRENTICE-HALL CORPORATION SYSTEM, INC.
220 SOUTH STATE STREET
DOVER, DELAWARE 19901

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
220 SOUTH STATE STREET
DOVER, KENT COUNTY, DELAWARE
19901

FILED
FEB 28 1977 9AM.

0017877

SIGNED

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") made and entered into as of the 21st day of February, 1977, between Milprint, Inc., a Delaware corporation (hereinafter sometimes called "Milprint" or the "Surviving Corporation"), and Polymer Industries, Inc., a Delaware corporation (hereinafter sometimes called "Polymer"), Milprint and Polymer being hereinafter sometimes collectively called the "Constituent Corporations,"

W I T N E S S E T H :

Milprint is a corporation duly organized and existing under the laws of the State of Delaware, having its registered office therein located at 229 South State Street, Dover, Kent County, Delaware.

Polymer is a corporation duly organized and existing under the laws of the State of Delaware, having its registered office therein located at 100 West Tenth Street, Wilmington, New Castle County, Delaware.

The authorized capital of Milprint consists of 385,000 shares of Common Stock of the par value of $2.00 per share, all of which have been issued, are outstanding, and are owned by Philip Morris Incorporated, a Virginia corporation (hereinafter sometimes called "Philip Morris").

The authorized capital of Polymer consists of 350,000 shares of Common Stock of the par value of $.01 per share, all of which have been issued, are outstanding, and are owned by Philip Morris.

The Boards of Directors of Milprint and Polymer have determined that the Merger provided for herein is desirable and in the best interests of the corporations and their sole stockholder, have approved this Merger Agreement by resolutions duly adopted by each, and have directed that this Merger Agreement be submitted to Philip Morris, the sole stockholder of each, for approval and adoption.

NOW, THEREFORE, Milprint and Polymer, in consideration of the agreements, covenants and conditions contained herein, and in accordance with the applicable provisions of the laws of the State of Delaware, hereby agree as follows:

ARTICLE I
MERGER; EFFECT OF MERGER

At the Effective Date of the Merger (as defined in Article IV):

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1. Polymer shall be merged with and into Milprint, which shall be the Surviving Corporation, and Milprint shall merge Polymer into itself (such merger being herein sometimes called the "Merger"). The separate existence of Polymer shall cease, except to the extent provided by the laws of the State of Delaware in the case of a corporation after its merger into another corporation. The corporate existence of Milprint shall continue unaffected and unimpaired by the Merger, and as the Surviving Corporation, it shall continue to be governed by the laws of the State of Delaware.

2. As the Surviving Corporation, Milprint shall thereupon and thereafter possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations; and the title to any real estate, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or transacted by it.

3. Any action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

4. From time to time thereafter, as and when requested by Milprint, or by its successors and assigns, the officers and directors of Polymer last in office shall and will execute and deliver such deeds and other instruments, take or cause to be taken such further or other actions as shall be necessary in order to vest or perfect or to confirm, of record or otherwise, Milprint's title to and possession of all of the property, rights, privileges, powers and franchises of Polymer, and otherwise to carry out the purposes of this Merger Agreement.

## ARTICLE II
## CERTIFICATE OF INCORPORATION, BYLAWS, AND DIRECTORS

The Certificate of Incorporation of Milprint, as previously amended, shall be further amended on the Effective Date of the Merger by changing Article First thereof to read as follows:

> "The name of this Corporation is PHILIP MORRIS INDUSTRIAL INCORPORATED."

From and after the Effective Date of the Merger, and until further amended as provided therein or by law, said Certificate of Incorporation, as thus amended, may be certified separately and apart from this Merger Agreement as the Certificate of Incorporation of the Surviving Corporation.

The By-laws of Milprint, as existing and constituted on the Effective Date of the Merger, shall be and constitute the By-laws of the Surviving Corporation, until amended as provided therein or by law.

From and after the Effective Date of the Merger, the Directors of the Surviving Corporation shall be:

William D. McCoy
Fred M. Stefan
George Weissman
Ross R. Millhiser
Shepard P. Pollack
Jetson E. Lincoln
James B. Kurtzweil
George R. Lewis
Edward B. Kime
Richard L. Radt

and the officers of the Surviving Corporation shall be:

| | | |
|---|---|---|
| William D. McCoy | - | President and Chief Executive Officer |
| James B. Kurtzweil | - | Executive Vice President Operations |
| George R. Lewis | - | Vice President Financial and Planning; Treasurer |
| Alan G. Wernick | - | Vice President Personnel |
| Robert G. Etter | - | Vice Piesident New Business Development |
| Ralph J. Becker | - | Vice President Purchasing |
| Richard L. Radt | - | Vice President |
| Edward B. Kime | - | Vice President |
| Jack R. Jewell | - | Secretary |

all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-laws of the Surviving Corporation.

## ARTICLE III
## NO CONVERSION OF SHARES

Since Philip Morris is the sole stockholder of both Milprint and Polymer, on the Effective Date of the Merger, the issued and outstanding shares of Common Stock of Polymer shall, by virtue of the Merger and without any action on the part of Polymer, be cancelled and retired, and no shares of stock or other securities of the Surviving Corporation shall be issuable with respect thereto. The issued and outstanding shares of Common Stock of Milprint shall remain issued and outstanding shares of Common Stock of the Surviving Corporation and shall not be converted or exchanged in any manner as a result of the Merger.

## ARTICLE IV
## EFFECTIVE DATE OF MERGER

Upon approval of this Merger Agreement by the sole stockholder of Milprint and Polymer, this Merger Agreement shall be filed in the Office of the Secretary of State of Delaware. The Merger shall become effective at the close of business on February 28, 1977 or on the later completion of the filing of this Merger Agreement with the Secretary of State of Delaware in the manner required by the General Corporation Law of the State of Delaware (such date of effectiveness being herein called the "Effective Date of the Merger"). This Merger Agreement also shall be recorded in the manner provided by applicable Delaware law; the effectiveness of the Merger shall not be dependent upon such recording in Delaware.

## ARTICLE V
## TERMINATION

Anything contained in this Merger Agreement to the contrary notwithstanding, and notwithstanding approval of this Merger Agreement by the sole stockholder of Milprint and Polymer, this Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger by the Board of Directors of Milprint.

## ARTICLE VI
## MISCELLANEOUS

1. This Merger Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement,

and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party.

2. The Boards of Directors and the proper officers of the Constituent Corporations are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger herein provided for.

3. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

4. The headings of the several Articles herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Merger Agreement.

5. This Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused these presents to be signed in accordance with the General Corporation Law of the State of Delaware and its corporate seal to be hereunto affixed and attested by the signature of its Secretary or Assistant Secretary, all as of the day and year first above written.

MILPRINT, INC.

By _____
Edward B. Kime,
Chairman of the Board
of Directors

(CORPORATE SEAL)

Attest:

_____
Jack R. Jewell, Secretary

POLYMER INDUSTRIES, INC.

By _____
William D. McCoy, President

(CORPORATE SEAL)

Attest:

_____
Jack R. Jewell, Assistant Secretary

## CERTIFICATE

I, Jack R. Jewell, Secretary of Milprint, Inc., a Delaware corporation, hereby certify as such Secretary and under the seal of such corporation, that the sole stockholder of all of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and such stockholder consented in writing, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware, to the adoption of the aforegoing Agreement and Plan of Merger, which had been first duly approved by the Board of Directors of Milprint, Inc., and executed on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Milprint, Inc. this 22nd day of February, 1977.

(Corporate Seal)

Jack R. Jewell
Secretary

## CERTIFICATE

I, Jack R. Jewell, Assistant Secretary of Polymer Industries, Inc., a Delaware corporation, hereby certify as such Assistant Secretary and under the seal of such corporation that the sole stockholder of all of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and such stockholder consented in writing, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware, to the adoption of the aforegoing Agreement and Plan of Merger, which had been first duly approved by the Board of Directors of Polymer Industries, Inc., and executed on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Polymer Industries, Inc. this 22nd day of February, 1977.

(Corporate Seal)

Jack R. Jewell
Assistant Secretary

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The above Agreement and Plan of Merger, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, the Chairman of the Board of Directors or the President of each corporate party thereto does now hereby execute such Agreement and Plan of Merger and the Secretary or Assistant Secretary of each corporate party thereto does now hereby attest such Agreement and Plan of Merger under the corporate seal of their respective corporations, by authority of the directors and sole shareholder of such corporations, as the respective act, deed and agreement of each of such corporations, this 22nd day of February, 1977.

MILPRINT, INC.

By _____
Edward B. Kime,
Chairman of the Board
of Directors

(Corporate Seal)

Attest:

_____
Jack R. Jewell, Secretary

POLYMER INDUSTRIES, INC.

By _____
William D. McCoy, President

(Corporate Seal)

Attest:

_____
Jack R. Jewell, Assistant Secretary



00065

**CT** CORPORATION

# FAX TRANSMITTAL FORM

DATE: November 18, 2002

TO: Karen S Malnar
Jaffe Raitt Heuer & Weiss
One Woodward Avenue
Suite 2400
Detroit MI 48226

FAX: (313) 965-5448
PHONE: (313) 964-8750

FROM: Cynthia L Pierce
Fulfillment Specialist

FAX: (302) 655-4480
PHONE: (866) 809-1134
EMAIL: Cynthia_Pierce@cch-lis.com

Re: Order #: 5722640 SO
Customer Reference 1:
Customer Reference 2:

Nicolet Paper Company (DE)

Cynthia L Pierce
Wilmington Fulfillment Team 4
C T Corporation System
Corporation Trust Center
1209 Orange Street
Wilmington DE 19801

# DDR
## Delaware Document Retrieval, Inc.
## Same Day Service
(302)658-9911
(800)343-1742

**REFERENCE #**
1002960702

| ORDER FROM: | ORDER TO: |
|---|---|
| RICK/DDR | CYNTHIA |

**NAME OF ENTITY:**
NICOLET PAPER CO.

| DATE OF SEARCH: | STATE OF: | COUNTY OF: |
|---|---|---|
| 11/14/02 | DE | New Castle |

**RECORDER OF DEEDS:** (UCC / FEDERAL TAX LIENS / FIXTURE FILING)

**U.S. DISTRICT COURT:**

**BANKRUPTCY COURT:**

**CHANCERY COURT:**

**SUPERIOR COURT:** (STATE TAX LIEN / JUDGMENTS/SUITS/CCP/EPA/ERISA)
CLEAR THRU 11/13

**CRIMINAL SEARCH:**

**OTHER:**
PROTHO- CLEAR THRU 11/13

550

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

| Date Received | | (FOR BUREAU USE ONLY) |
|---|---|---|
| MAR 0 4 1998 | 098A#8395 0211 JSTRY SERVICES DRG&FI $125.00 | FILED |
| Refund of $50.00 Applied for | | MAR 04 1998 |

Administrator
MI DEPT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

| Name | | |
|---|---|---|
| Patrice M. Hoffman c/o Dickinson Wright | | |
| Address | | |
| 215 S. Washington Square, Suite 2100 | | |
| City | State | Zip Code |
| Lansing, | Michigan | 48933 |

EFFECTIVE DATE: March 6, 1998

↑ Document will be returned to the name and address you enter above ↑

# CERTIFICATE OF MERGER / CONSOLIDATION

## For use by Domestic Profit and/or NonProfit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its identification number is:

| | |
|---|---|
| Plainwell Paper Company | 046-979 |
| PLAINWELL INC. | 665-446 |
| | |

b. The name of the surviving (new) corporation and its identification number is:

| | |
|---|---|
| PLAINWELL INC. | 665-446 |

c. For each constituent stock corporation, state:

| Name of corporation | Designation and number of outstanding shares in each class or series | Indicate class or series of shares entitled to vote | Indicate class or series entitled to vote as a class |
|---|---|---|---|
| Plainwell Paper Company | 500 shares of Common Stock, $1.00 par value | Common | Common |
| PLAINWELL INC. | 1,000 shares of Common Stock, $.01 par value | Common | Common |
| | | | |
| | | | |
| | | | |

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

125.00 J+ ck 61204

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2. **(Complete for any profit corporation only)**

a. The manner and basis of converting shares are as follows: Each share of Plainwell Paper Company shall be converted into one share of PLAINWELL INC.

b. The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

None.

c. The plan of merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

3. **(Complete for any nonprofit corporation only)**

a) If it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

b) If it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

c) State the terms and conditions of the proposed merger or consolidation, including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving or consolidated corporation, or into cash or other consideration.

d) If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

e) Other provisions with respect to the merger (consolidation) are as follows:

4. **(Complete for any foreign corporation only)**

This merger (consolidation) is permitted by the laws of the state of Delaware

the jurisdiction under which PLAINWELL INC.
(name of foreign corporation)

is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

5. **(Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after receipt of this document in this office.)**

The merger (consolidation) shall be effective on the 6th day of March, 19 98.

corporation.)

a) The plan of merger was approved by the unanimous consent of the incorporators of _____

_____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

_____ (Signature of Incorporator)

_____ (Signature of Incorporator)

_____ (Signature of Incorporator)

_____ (Signature of Incorporator)

b) The plan of merger was approved by

☐ the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

☒ the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act:

Plainwell Paper Company

_____

By _____ (Signature of Authorized Officer or Agent)

George E. Mangarelli, Executive Vice President (Type or Print Name and Title)

PLAINWELL PAPER COMPANY (Name of Corporation)

By _____ (Signature of Authorized Officer or Agent)

George E. Mangarelli, Executive Vice Preside (Type or Print Name and Title)

PLAINWELL INC. (Name of Corporation)

7. TO BE COMPLETED BY MICHIGAN NONPROFIT CORPORATIONS ONLY

The plan of merger or consolidation was approved by

☐ the Board of Directors and shareholders or members of the following Michigan corporation(s) in accordance with Sections 701 and 703(1) and (2) of the Act:

_____

_____

☐ the Board of Directors of the following Michigan corporation(s) organized on a directorship basis in accordance with Section 703(3) of the Act:

_____

_____

By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson)

_____ (Type or Print Name and Title)

_____ (Name of Corporation)

By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson)

_____ (Type or Print Name and Title)

_____ (Name of Corporation)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

| Date Received | (FOR BUREAU USE ONLY) |
|---|---|
| MAR 04 1998 | JSTMT SERVICES DRAFT $125.00 |
| Refund of $50.00 Applied for | |

**FILED**

MAR 04 1998

Administrator
MI DEPT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE: March 6, 1998

Name: Patrice M. Hoffman c/o Dickinson Wright

Address: 215 S. Washington Square, Suite 2100

City: Lansing. State: Michigan Zip Code: 48933

↑ Document will be returned to the name and address you enter above ↑

# CERTIFICATE OF MERGER / CONSOLIDATION

## For use by Domestic Profit and/or NonProfit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its identification number is:

| | |
|---|---|
| Plainwell Paper Company | 046-979 |
| PLAINWELL INC. | 665-446 |
| | |

b. The name of the surviving (new) corporation and its identification number is:

| | |
|---|---|
| PLAINWELL INC. | 665-446 |

c. For each constituent stock corporation, state:

| Name of corporation | Designation and number of outstanding shares in each class or series | Indicate class or series of shares entitled to vote | Indicate class or series entitled to vote as a class |
|---|---|---|---|
| Plainwell Paper Company | 500 shares of Common Stock, $1.00 par value | Common | Common |
| PLAINWELL INC. | 1,000 shares of Common Stock, $.01 par value | Common | Common |
| | | | |
| | | | |
| | | | |

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

$125.00 J+ ck 61204

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2. **(Complete for any profit corporation only)**

a. The manner and basis of converting shares are as follows: Each share of Plainwell Paper Company shall be converted into one share of PLAINWELL INC.

b. The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

None.

c. The plan of merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

3. **(Complete for any nonprofit corporation only)**

a) If it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

b) If it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

c) State the terms and conditions of the proposed merger or consolidation, including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving or consolidated corporation, or into cash or other consideration.

d) If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

e) Other provisions with respect to the merger (consolidation) are as follows:

4. **(Complete for any foreign corporation only)**

This merger (consolidation) is permitted by the laws of the state of Delaware

the jurisdiction under which PLAINWELL INC.
(name of foreign corporation)

is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

5. **(Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after receipt of this document in this office.)**

The merger (consolidation) shall be effective on the 6th day of March, 19 98.

6. TO BE COMPLETED BY MICHIGAN PROFIT CORPORATIONS ONLY (Michigan corporation.)

a) The plan of merger was approved by the unanimous consent of the incorporators of _____

_____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

_____ (Signature of Incorporator) _____ (Signature of Incorporator)

_____ (Signature of Incorporator) _____ (Signature of Incorporator)

b) The plan of merger was approved by

☐ the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

☒ the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act:

Plainwell Paper Company

By [signature] (Signature of Authorized Officer or Agent) By [signature] (Signature of Authorized Officer or Agent)

George E. Mangarelli, Executive Vice President (Type or Print Name and Title) George E. Mangarelli, Executive Vice Preside (Type or Print Name and Title)

PLAINWELL PAPER COMPANY (Name of Corporation) PLAINWELL INC. (Name of Corporation)

7. TO BE COMPLETED BY MICHIGAN NONPROFIT CORPORATIONS ONLY

The plan of merger or consolidation was approved by

☐ the Board of Directors and shareholders or members of the following Michigan corporation(s) in accordance with Sections 701 and 703(1) and (2) of the Act:

_____

_____

☐ the Board of Directors of the following Michigan corporation(s) organized on a directorship basis in accordance with Section 703(3) of the Act:

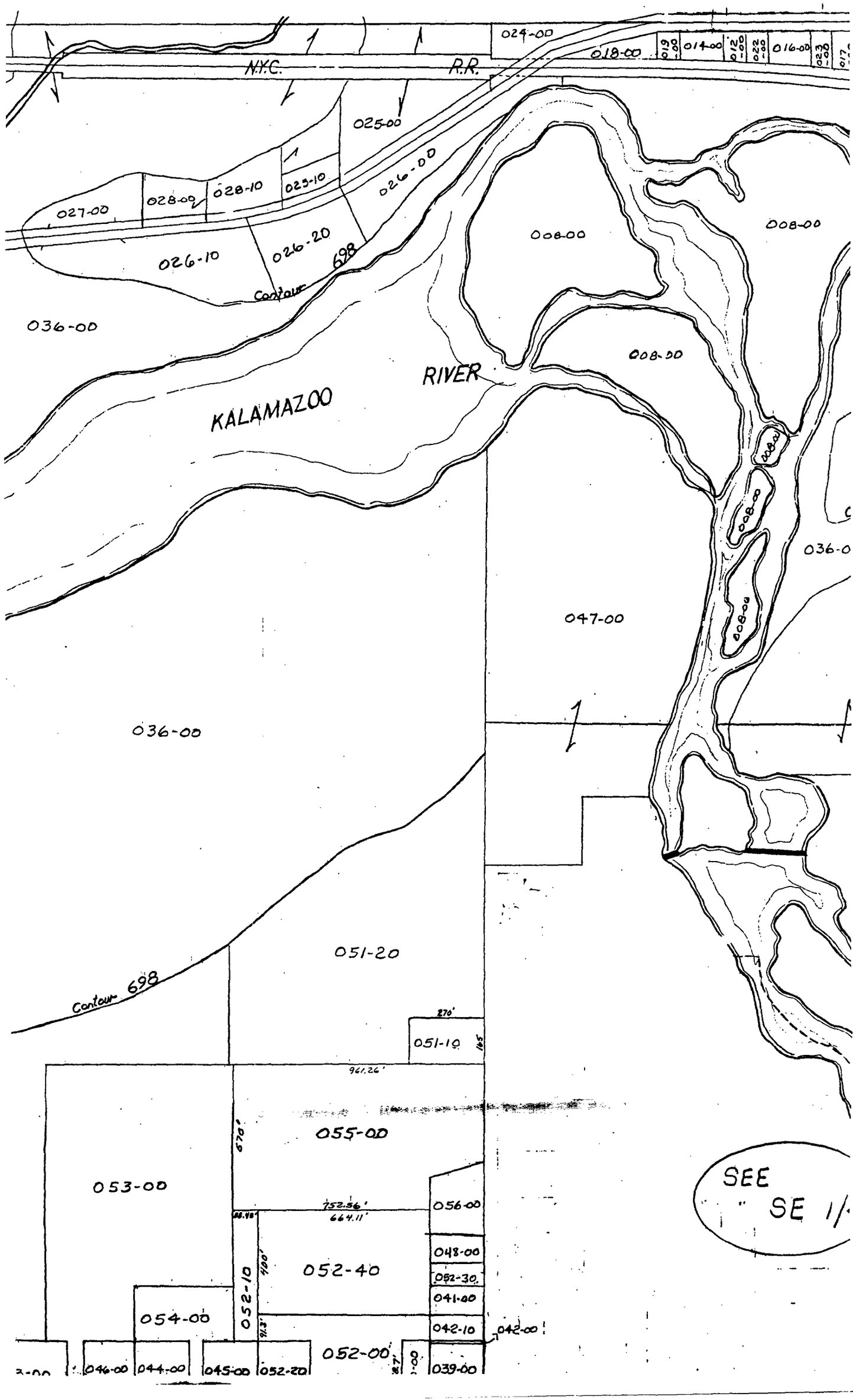
_____

_____

By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson) By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson)

_____ (Type or Print Name and Title) _____ (Type or Print Name and Title)

_____ (Name of Corporation) _____ (Name of Corporation)


N.Y.C.
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024-00
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055-00
570'
053-00
752.56'
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052-30
041-00
052-10
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054-00
042-10
042-00
052-00
046-00
044-00
045-00
052-20
039-00
SEE
SE 1/

STATE OF Illinois )
) SS:
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Dew as the President of PLAINWELL PAPER COMPANY, a Michigan corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 1997.

(Seal)

"OFFICIAL SEAL"
Kimberly Neuhuss
Notary Public, State of Illinois
My Commission Expires 10/7/98

Kimberly Neuhuss
Notary Public

My Commission Expires: 10-7-98

State

Notary Public in and for the
of Illinois

**EXHIBIT A**

**LEGAL DESCRIPTION**

PERMANENT PROPERTY NUMBERS:

03-55-020-001-10
03-55-999-998-70
03-55-030-077-00
03-55-030-077-10
03-55-030-077-20
03-55-030-077-30
03-55-030-080-00
03-55-160-043-00
03-55-280-013-00
03-55-030-076-00
03-17-024-047-00
03-55-030-078-00
03-55-400-029-00

Parcel A:

Commencing at the South 1/4 post of Section 20, Town 1 North, Range 11 West, City of Plainwell, Allegan County, Michigan: thence running North 89 degrees 48 minutes 33 seconds East along the South line of said Section, 54.87 feet to the East line of the Penn Central Railroad Right of way and the point of beginning; thence North 00 degree 19 minutes 13 seconds East along said East line 510.00 feet; thence North 89 degrees 48 minutes 33 seconds East parallel with said South line, 350.00 feet; thence South 00 degree 19 minutes 13 seconds West parallel with said East line, 510.00 feet to said South line; thence South 89 degrees 48 minutes 33 seconds West along said South line 350.00 feet, to the point of beginning.

Parcel B-1:

Commencing North 58 degrees 23 minutes West 171.82 rods from the East quarter post of Section 30, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 160 feet, thence South 31 degrees 37 minutes West 475 feet, thence South 58 degrees 23 minutes East 66 feet, thence South 31 degrees 37 minutes West 165 feet to center of highway, thence South 58 degrees 23 minutes East 84 feet to the place of beginning, City of Plainwell

Parcel B-2:

Commencing at a point North 58 degrees 23 minutes West 176.91 rods from the East 1/4 post of Section 30, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 165 feet, thence North 58 degrees 23 minutes West 66 feet, thence South 31 degrees 37 minutes West 165 feet, thence South 58 degrees 23 minutes East 66 feet to the place of beginning

Parcel C-1:

Commencing at a point North 58 degrees 23 minutes West, 180.91 rods from the East 1/4 post of Section 30, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 312.4 feet, thence South 28 degrees 17 minutes West 641.3 feet to center of highway, thence South 58 degrees 23 minutes East 275 feet to said point of beginning. Excepting and reserving a strip of land 183.3 feet wide off the Westerly side thereof.

Parcel C-2:

Part of the North 1/2 of Section 30, Town 1 North, Range 11 West, described as follows: The East 91 2/3 feet of the West 183 1/3 feet of the following described premises: Commencing at a point North 58 degrees 23 minutes West 180.91 rods from the East 1/4 post of Section 10, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 312.4 feet, thence South 28 degrees 17 minutes West 641.3 feet to center of highway, thence South 58 degrees 23 minutes East 275 feet to said point of beginning.

Parcel D:

Commencing at the Southwest corner of Lot 4, Lasher's Addition to the Village (now City) of Plainwell, thence Westerly along the North line of West Allegan Street 165 feet; thence Northerly 462 feet; thence Easterly 165 feet to the West line of Lasher's Addition; thence Southerly to the place of beginning, being in the Northeast 1/4 of Section 30, Town 1 North, Range 11 West.

Parcels 1, 2 and 3:

Lot 43 to 48, inclusive, Corporation Plat and Lot 75, Corporation Plat, except that part lying West of Lot 27 and Northeasterly of the Mill Race and Lot 120, Corporation Plat and also Lots 1-12, and Lots 49-59, Whitney Addition. Also Lots 1-16 Lashers Addition.

Parcel 4:

Vacated River Street located in Riverview Addition, also that part of Michigan Avenue, vacated, lying between the Southerly side of River Street and Northerly of a line connecting the Southerly side of Lot 25, Block, Block 1, and Southerly side of Lot 21, Block 2, Riverview Addition, also that part of Prospect Avenue, vacated, lying between the Southerly side of River Street and Northerly of Southerly extension of Southerly line of Lot 40, Block 1, Riverview Addition, Also Lots 25 thru 40, Block 1, also Lots 16 thru 30, Block 2, Riverview Addition

Parcel 5:

Commencing at the Southwest corner of Lot 25, Block 2, Riverview Addition, thence Northwesterly parallel with Allegan Street 463 feet, thence North 31 degrees 32 minutes East to the left bank of Kalamazoo River, thence Southerly on said river bank to the Northwest corner of Riverview Addition, thence South 31 degrees 37 minutes West along the West line of said Addition, 189 feet to point of beginning, Section 30, Town 1 North, Range 11 West

Parcel 6:

All that part of the East 1/2, lying West and South of the Kalamazoo River and West of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Section, thence East 377 feet, thence North 264 feet, thence East 255 feet, to the low water mark of the Kalamazoo River, thence Northerly and Westerly along said low water mark of the Kalamazoo River to the North and South 1/4 line of Section 24; thence South along said 1/4 line to the point of beginning. Section 24, Town 1 North, Range 12 West

Parcel 7:

Commencing on the West line of Lasher's Addition 495 feet on said Addition line from the center line of Allegan Street, thence North 58 degrees 23 minutes West 231 feet, thence South 31 degrees 37 minutes West 57.25 feet, thence North 58 degrees 23 minutes West 99 feet to the East line of Riverview Addition, thence North 31 degrees 37 minutes East to left Bank of the Kalamazoo River, thence Southeasterly on said River Bank to the Northwest corner of Lot 16, Lasher's Addition, thence Southwesterly to beginning, Section 30, Town 1 North, Range 11 West

LIBER 1651 PAGE 261

RECORDED 3/2

97 JUN 16 PM 2:02

Joyce A. Williams
REGISTER OF DEEDS
ALLEGAN COUNTY

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**ASSIGNMENT OF RENTS AND LEASES**

**BY**

**PLAINWELL PAPER COMPANY,**
**a Michigan corporation**

**Assignor**

**TO**

**SANWA BUSINESS CREDIT CORPORATION**
**as Agent**

**Assignee**

**Relating to Premises in:**

**Allegan County, Michigan**

**DATED: As of June 12, 1997**

---

**This instrument was prepared by**
**and after recording should be returned to:**
**Helen D. Shapiro, Esq.**
**Winston & Strawn**
**35 West Wacker Drive**
**Chicago, Illinois 60601**

---

**This Instrument was executed**
**outside the State of Michigan**

THTH

13 pages

**ASSIGNMENT OF RENTS AND LEASES**

This ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made as of June 12, 1997, by PLAINWELL PAPER COMPANY, a Michigan corporation, with its principal office at 200 Allegan Street, Plainwell, Michigan 49080, as assignor ("Assignor"), for the benefit of SANWA BUSINESS CREDIT CORPORATION ("Sanwa"), having an office at One South Wacker Drive, 39th Floor, Chicago, Illinois 60606, as assignee, and as Agent for itself and for and on behalf of the other Lenders (as hereinafter defined) (Sanwa, together with its successors or assigns, the "Assignee").

I

**RECITALS**

WHEREAS, Assignor is the owner of that certain real property situated in the County of Allegan, State of Michigan (the "State"), the legal description of which is attached hereto as Exhibit A;

WHEREAS, Assignor, Assignee, and certain other financial institutions (Assignee and such other financial institutions, collectively, the "Lenders") from time to time party to the Credit Agreement (as hereinafter defined) have executed of even date herewith: (i) that certain Loan and Security Agreement (together with any and all renewals, amendments, modifications, supplements, restatements, extensions for any period, or increases or rearrangements thereof, the "Credit Agreement"), pursuant to which Credit Agreement the Lenders have made and may in the future make term and revolving loans and advances and other financial accommodations to the Assignor (collectively, "Loans"; each, a "Loan") in the aggregate principal amount of Twenty Four Million and No/100 Dollars ($24,000,000.00), upon the terms and subject to the conditions set forth in the Credit Agreement; and (ii), inter alia, that certain Mortgage (the "Mortgage") encumbering the aforesaid real property described on Exhibit A, and all of the other "Property", as such term is defined in the Mortgage;

WHEREAS, capitalized terms used herein without definitions shall have the meaning assigned to such terms in the Mortgage;

WHEREAS, Assignor has agreed to execute and deliver this Assignment;

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and as further and additional security for the Obligations, does hereby sell, assign and transfer unto the Assignee all of Assignor's interest in all leasehold estates and right, title and interest of Assignor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of

THE ASSIGNOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE ASSIGNOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment on the 12th day of June, 1997.

Signed, Sealed and
Delivered in the presence
of:

R. Michael Collins
Printed Name: R. Michael Collins

Cindy Rashed
Printed Name: Cindy Rashed

ASSIGNOR:

PLAINWELL PAPER COMPANY,
a Michigan corporation

By
Its: William G. Nye
Printed Name: President

HDS1897.1\RO\June 11, 1997\jr\IIISi

STATE OF Illinois )
) SS:
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Dews as the President of PLAINWELL PAPER COMPANY, a Michigan corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 1997.

Kimberly Neuhuss
Notary Public

(Seal)

"OFFICIAL SEAL"
Kimberly Neuhuss
Notary Public, State of Illinois
My Commission Expires 10/7/98

My Commission Expires: 10-7-98

Notary Public in and for the State of Illinois

EXHIBIT A

LEGAL DESCRIPTION

PERMANENT PROPERTY NUMBERS:
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03-55-999-998-70
03-55-030-077-00
03-55-030-077-10
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03-55-030-076-00
03-17-024-047-00
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03-55-400-029-00

Parcel A:

Commencing at the South 1/4 post of Section 20, Town 1 North, Range 11 West, City of Plainwell, Allegan County, Michigan: thence running North 89 degrees 48 minutes 33 seconds East along the South line of said Section, 54.87 feet to the East line of the Penn Central Railroad Right of way and the point of beginning; thence North 00 degree 19 minutes 13 seconds East along said East line 510.00 feet; thence North 89 degrees 48 minutes 33 seconds East parallel with said South line, 350.00 feet; thence South 00 degree 19 minutes 13 seconds West parallel with said East line, 510.00 feet to said South line; thence South 89 degrees 48 minutes 33 seconds West along said South line 350.00 feet, to the point of beginning.

Parcel B-1:

Commencing North 58 degrees 23 minutes West 171.82 rods from the East quarter post of Section 30, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 150 feet, thence South 31 degrees 37 minutes West 475 feet, thence South 58 degrees 23 minutes East 66 feet, thence South 31 degrees 37 minutes West 165 feet to center of highway, thence South 58 degrees 23 minutes East 84 feet to the place of beginning, City of Plainwell

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Commencing at a point North 58 degrees 23 minutes West 176.91 rods from the East 1/4 post of Section 30, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 165 feet, thence North 58 degrees 23 minutes West 66 feet, thence South 31 degrees 37 minutes West 165 feet, thence South 58 degrees 23 minutes East 66 feet to the place of beginning

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Commencing at a point North 58 degrees 23 minutes West, 180.91 rods from the East 1/4 post of Section 30, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 312.4 feet, thence South 28 degrees 17 minutes West 641.3 feet to center of highway, thence South 58 degrees 23 minutes East 275 feet to said point of beginning. Excepting and reserving a strip of land 183.3 feet wide off the Westerly side thereof.

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Parcel D:

Commencing at the Southwest corner of Lot 4, Lasher's Addition to the Village (now City) of Plainwell, thence Westerly along the North line of West Allegan Street 165 feet; thence Northerly 462 feet; thence Easterly 165 feet to the West line of Lasher's Addition; thence Southerly to the place of beginning, being in the Northeast 1/4 of Section 30, Town 1 North, Range 11 West.

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Lot 43 to 48, inclusive, Corporation Plat and Lot 75, Corporation Plat, except that part lying West of Lot 27 and Northeasterly of the Mill Race and Lot 120, Corporation Plat and also Lots 1-12, and Lots 49-59, Whitney Addition. Also Lots 1-16 Lashers Addition.

Parcel 4:

Vacated River Street located in Riverview Addition, also that part of Michigan Avenue, vacated, lying between the Southerly side of River Street and Northerly of a line connecting the Southerly side of Lot 25, Block, Block 1, and Southerly side of Lot 21, Block 2, Riverview Addition, also that part of Prospect Avenue, vacated, lying between the Southerly side of River Street and Northerly of Southerly extension of Southerly line of Lot 40, Block 1, Riverview Addition, Also Lots 25 thru 40, Block 1, also Lots 16 thru 30, Block 2, Riverview Addition

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All that part of the East 1/2, lying West and South of the Kalamazoo River and West of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Section, thence East 377 feet, thence North 264 feet, thence East 255 feet, to the low water mark of the Kalamazoo River, thence Northerly and Westerly along said low water mark of the Kalamazoo River to the North and South 1/4 line of Section 24; thence South along said 1/4 line to the point of beginning. Section 24, Town 1 North, Range 12 West

Parcel 7:

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17 -

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code.

LIBER 1651 PAGE 274

(Please Type All Information)

FOR FILING OFFICER (Date, Time, Number, and Filing Officer)
DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if Individual) & Address(es)

Soc. Security #/Tax ID #
38-1943712

Plainwell Paper Company, a Michigan Corporation
200 Allegan Street
Plainwell, MI 49080

97 JUN 16 PM 2:04

Joyce M. Cattle
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

2. If filing without debtor signature, item a, b, c, or d must be marked [ X ].
a. [ ] Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan;
b. [ ] Collateral is proceeds of the original collateral in which a security interest was perfected;
c. [ ] A previous filing covering the collateral has lapsed (Prev. Filing # );
d. [ ] The filing covers collateral acquired after a change of name identity, or corporate structure of Debtor (MCLA 440.9402(2) & (7)) FROM:

(Prev. Filing # ).

3. Secured Party(ies) & Address(es) — Secured Party #

Sanwa Business Credit Corporation,
as Agent
One South Wacker Drive
39th Floor
Chicago, IL 60606

5. No. of Addt'l Sheets: 6

6. Bills Account No.

4. Assignee(s) (If any) & Address(es) — Secured Party #

7. (Mark [X] if applicable):
a. [ ] The collateral is consumer or farm related goods. (Complete item 8.)
b. [ ] The collateral is crops. Must contain real estate description. (Use item 8)
c. [ X ] Products of the collateral are also covered.
d. [ X ] This is a fixture filing to be recorded in the real estate records of the county. (Items 8 and 9 must be completed.)

8. This financing statement covers the following types (or items) of property:
(Describe):

All of Debtor's right, title and interest in and to collateral described in Exhibit A attached hereto and made a part hereof.

976874

9. (Mark [X] if applicable):
a. [X] The goods are to become fixtures on the following described real estate
b. [ ] The above described timber is standing on the following described real estate
c. [ ] The above described minerals or the like (including oil and gas) are to be extracted from the wellhead or minehead of the mine located on the following described real estate
d. [ ] The above described accounts include accounts resulting from the sale of minerals or the like (including oil and gas) to be extracted from the wellhead or minehead of the mine located on the following described real estate

(Describe real estate):

See Exhibit B legal description attached hereto.

This is a fixture filing - To be filed in the real estate records of Allegan Co., MI.

If 1 of the above items is checked, this financing statement is to be recorded in the real estate records.
If the debtor does not have an interest of record, the name of the record owner is:

Plainwell Paper Company, a Michigan Corporation

X _____
Signature(s) of Debtor(s)
William L. New, President

X _____
Signature(s) of Secured Party(ies) or Assignee(s) of Record

X _____
Signature(s) of Debtor(s)

X _____
Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, YOU MUST INCLUDE A PRE-ADDRESSED RETURN ENVELOPE. (UCC-1A Register of Deeds Filing Officer Copy)

TRHO DEEANA

REGISTER OF DEEDS FILING OFFICER COPY

EXHIBIT B

LEGAL DESCRIPTION

PERMANENT PROPERTY NUMBERS:
03-55-020-001-10
03-55-999-998-70
03-55-030-077-00
03-55-030-077-10
03-55-030-077-20
03-55-030-077-30
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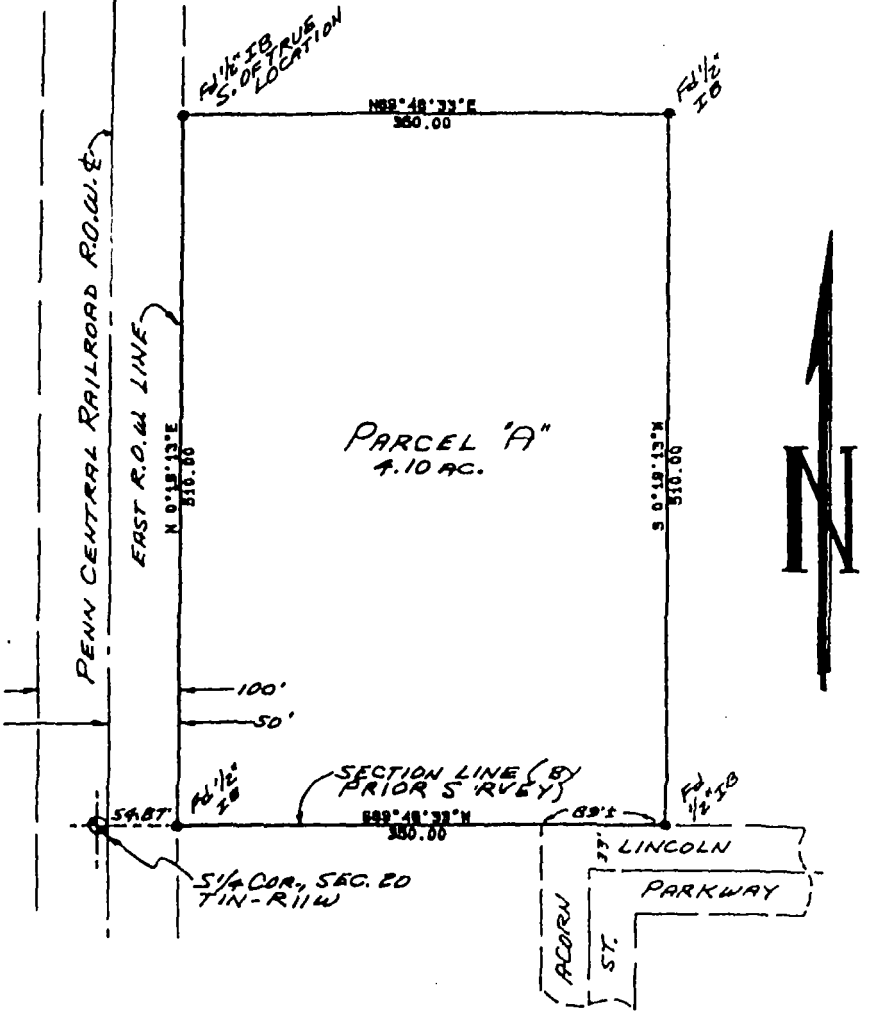
# SURVEYOR'S CERTIFICATE




LEGAL DESCRIPTION:
COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, GUN PLAIN TOWNSHIP, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89°-48'-33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD R.O.W. AND THE POINT OF BEGINNING; THENCE NORTH 00°-19'-13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89°-48'-33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00°-19'-13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89°-48'-33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING, ~~CONTAINING 4.10 ACRES OF LAND~~.

LEGEND:
- O – 1/2" IRON SET
- ● – CORNER FOUND
- R – "RECORDED AS"

0' 50' 100' 200'

BEARING SOURCE: PRIOR SURVEY PLS#ES866

LOCATION: SE 1/4 SECTION 20 T1N-R11W GUN PLAIN TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 10,000'+, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

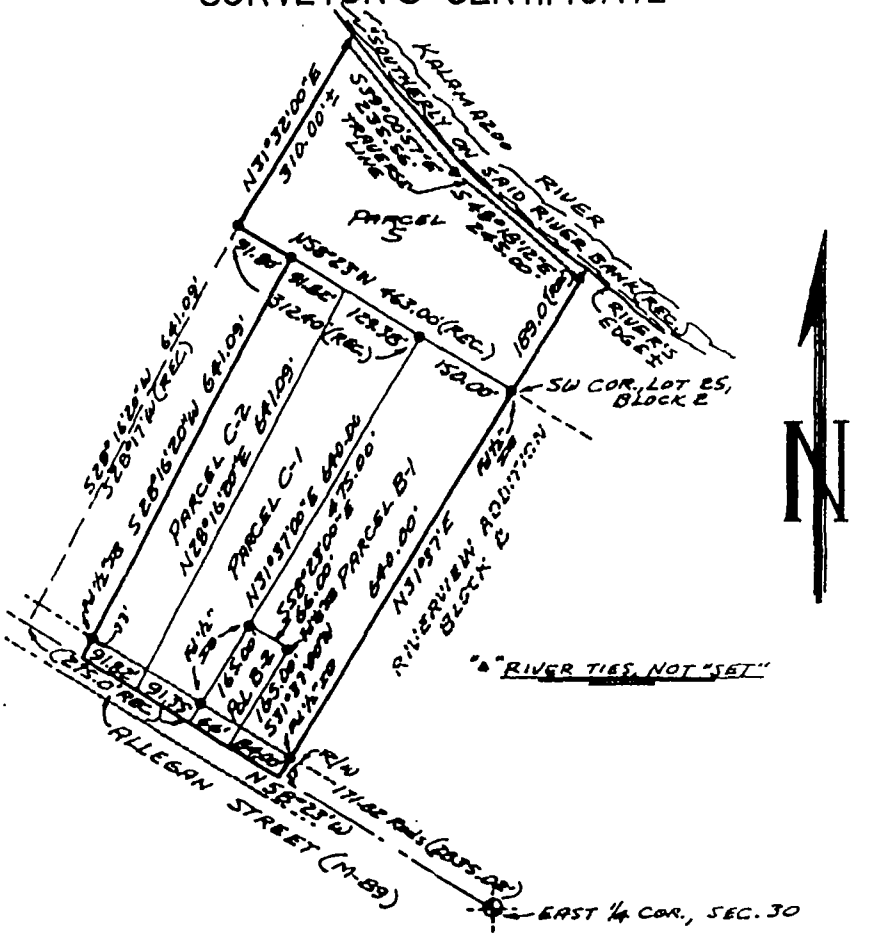
BY: Beryl M. Jones DATE: 10/18/96

BERYL M. JONES, PLS MI# 23514 DISK #50"963OLW1"

Beryl M. Jones SURVEYOR No. 23514 LICENSED LAND SURVEYOR STATE OF MICHIGAN

WIGHTMAN MOORED, INC.
Land Surveying and Consulting Engineering
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-8466 FAX 673-8484

# SURVEYOR'S CERTIFICATE




PARCEL B-1

COMMENCING NORTH 58°-23' WEST 171.82 RODS ~~(2833.03 FEET)~~ FROM THE EAST QUARTER POST OF SECTION 30; THENCE NORTH 31°-37' EAST 640 FEET; THENCE NORTH 58°-23' WEST 150 FEET; THENCE SOUTH 31°-37' WEST 475 FEET; THENCE SOUTH 58°-23' EAST 66 FEET; THENCE SOUTH 31°-37' WEST 165 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58°-23' EAST 84 FEET TO THE PLACE OF BEGINNING, CITY OF PLAINWELL.

PARCEL B-2

COMMENCING AT A POINT NORTH 58°-23' WEST 176.91 ~~(2919.02 FEET)~~ RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31°-37' EAST 165 FEET; THENCE NORTH 58°-23' WEST 66 FEET; THENCE SOUTH 31°-37' WEST 165 FEET; THENCE SOUTH 58°-23' EAST 66 FEET TO THE PLACE OF BEGINNING.

LEGEND:

O – 1/2" IRON SET
● – CORNER FOUND
R – "RECORDED AS"

0' 100' 200' 400'

BEARING SOURCE: PRIOR CONVEYANCES

LOCATION: NORTH 1/2 SECTION 30 T 1N – R 11W, CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1:10,000+, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

BY: Beryl Jones DATE: 10-18-96

BERYL M. JONES, PLS MI# 23514

STATE OF MICHIGAN — Beryl M. Jones — SURVEYOR No. 23514 — LICENSED LAND SURVEYOR

WIGHTMAN MOORED, INC.
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-8466 FAX 673-8484

PARCEL C-1
COMMENCING AT A POINT NORTH 58°-23' WEST, 180.91 RODS ~~(3985.02 FEET)~~ FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31°-37' EAST 640 FEET; THENCE NORTH 58°-23' WEST 312.4 FEET; THENCE SOUTH 28°-17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58°-23' EAST 275 FEET TO SAID POINT OF BEGINNING. EXCEPTING AND RESERVING A STRIP OF LAND 183.3 FEET WIDE OFF THE WESTERLY SIDE THEREOF.

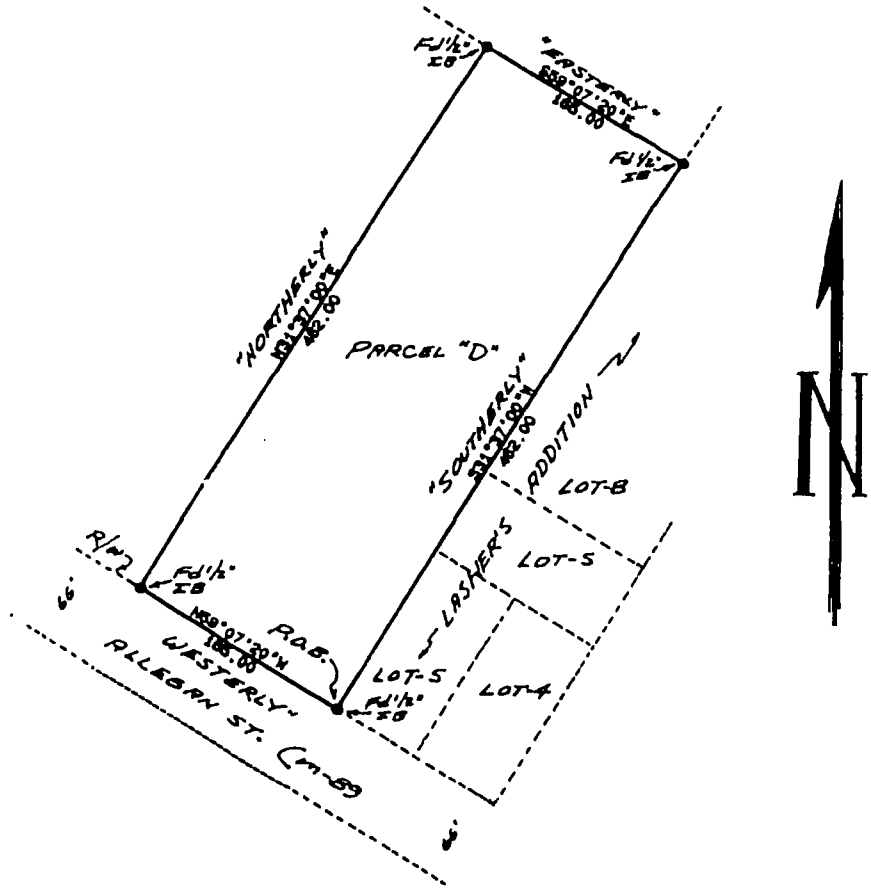
PARCEL C-2
PART OF THE NORTH 1/2 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: THE EAST 91 2/3 FEET ~~(91.66 FEET)~~ OF THE WEST 183 1/3 FEET ~~(183.33 FEET)~~ OF THE FOLLOWING DESCRIBED PREMISES; COMMENCING AT A POINT NORTH 58°-23' WEST 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 10, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31°-37' EAST 640.0 FEET; THENCE NORTH 58°-23' WEST 312.4 FEET; THENCE SOUTH 28°-17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58°-23' EAST 275 FEET TO SAID POINT OF BEGINNING.

PARCEL 5
COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION; THENCE NORTHWESTERLY PARALLEL WITH ALLEGAN STREET 463 FEET; THENCE NORTH 31°-37' EAST TO THE LEFT BANK OF KALAMAZOO RIVER; THENCE SOUTHERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF RIVERVIEW ADDITION; THENCE SOUTH 31°-37' WEST ALONG THE WEST LINE OF SAID ADDITION, 189 FEET TO POINT OF BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

WIGHTMAN MOORED, INC.
Land Surveying and Consulting Engineers
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-8465 FAX 673-8484

DISK #50 "96306W"

# SURVEYOR'S CERTIFICATE




PARCEL D
COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL; THENCE WESTERLY ALONG THE NORTH LINE OF WEST ALLEGAN STREET 165 FEET; THENCE NORTHERLY 462 FEET; THENCE EASTERLY 165 FEET TO THE WEST LINE OF LASHER'S ADDITION; THENCE SOUTHERLY TO THE PLACE OF BEGINNING, BEING IN THE NORTH~~WEST~~ EAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

LEGEND:
- O - 1/2" IRON SET
- ● - CORNER FOUND
- R - "RECORDED AS"

0' 50' 100' 200'

BEARING SOURCE: LASHER'S ADDITION

LOCATION: NORTH 1/2, SECTION 30, T 1N - R 11W, CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER Co.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 10 ... AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

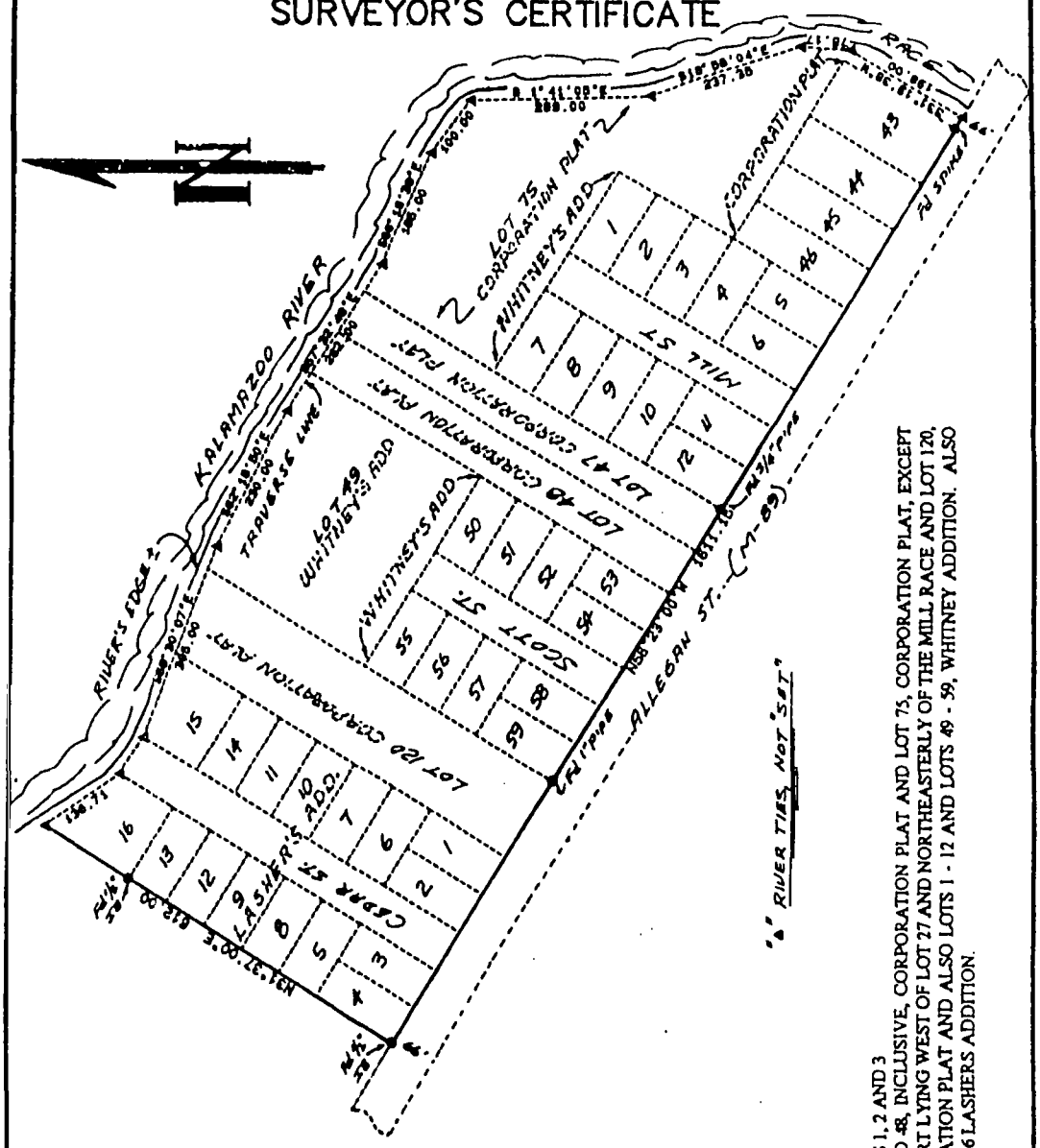
BY: [signature] DATE: 10/18/95

BERYL M. JONES, PLS MI# 23514 DISK#50 #96306WD

STATE OF MICHIGAN
Beryl M. Jones
SURVEYOR
No. 23514
LICENSED LAND SURVEYOR

WIGHTMAN MOORED, INC.
Land Surveying and Consulting Engineering
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-5485 FAX 673-5484

# SURVEYOR'S CERTIFICATE




PARCEL'S 1, 2 AND 3
LOT 43 TO 48, INCLUSIVE, CORPORATION PLAT AND LOT 75, CORPORATION PLAT, EXCEPT THAT PART LYING WEST OF LOT 27 AND NORTHEASTERLY OF THE MILL RACE AND LOT 120, CORPORATION PLAT AND ALSO LOTS 1 - 12 AND LOTS 49 - 59, WHITNEY ADDITION. ALSO LOTS 1 - 16 LASHERS ADDITION.

LEGEND:
- O – 1/2" IRON SET
- ● – CORNER FOUND
- R – "RECORDED AS"

0' 100' 200' 400'

BEARING SOURCE: LASHER'S ADDITION

LOCATION: NORTH 1/2, SECTION 30, T 1N - R 11W, CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 10,000'+, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

BY: [signature] DATE: 10/18/96

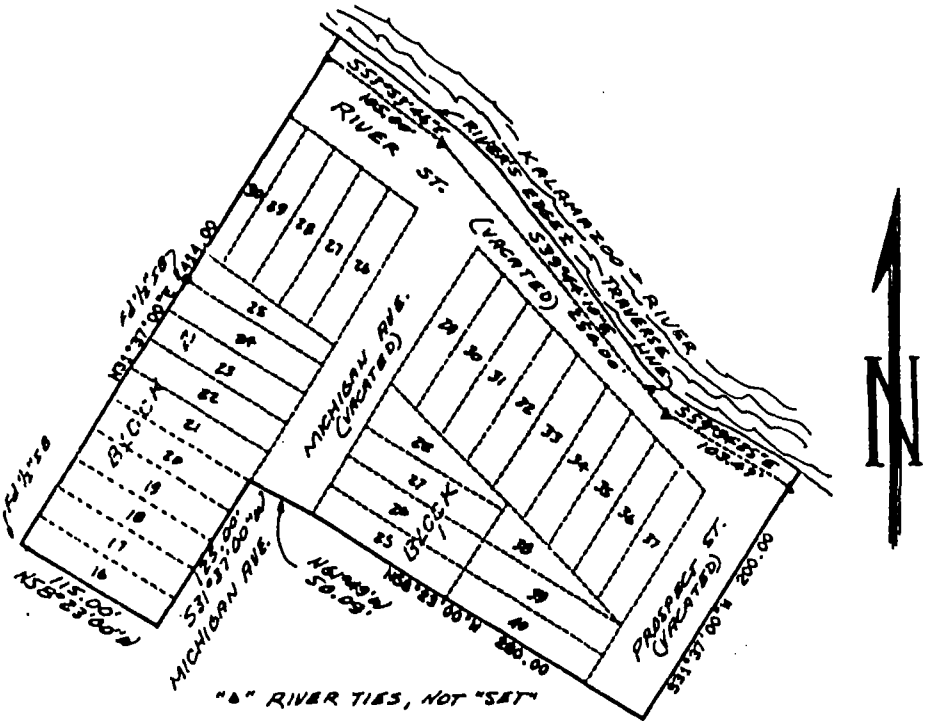
BERYL M. JONES, PLS MI# 23514

DISK #5 "963060"

STATE OF MICHIGAN
Beryl M. Jones
SURVEYOR
No. 23514
LICENSED LAND SURVEYOR

WIGHTMAN MOORED, INC.
Land Surveying and Consulting Engineering
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-8485 FAX 673-8484

# SURVEYOR'S CERTIFICATE




PARCEL 4
VACATED RIVER STREET LOCATED IN RIVERVIEW ADDITION, ALSO THAT PART OF MICHIGAN AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF A LINE CONNECTING THE SOUTHERLY SIDE OF LOTS 25, BLOCK 1, AND SOUTHERLY SIDE OF LOT 21, BLOCK 2, RIVERVIEW ADDITION, ALSO THAT PART OF PROSPECT AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF SOUTHERLY EXTENSION OF SOUTHERLY LINE OF LOT 40, BLOCK 1, RIVERVIEW ADDITION, ALSO LOTS 25 THRU 40, BLOCK 1, ALSO LOTS 16 THRU 30, BLOCK 2, RIVERVIEW ADDITION.

LEGEND:
- O - 1/2" IRON SET
- ● - CORNER FOUND
- R - "RECORDED AS"

0' 50' 100' 200'

BEARING SOURCE: RIVERVIEW ADDITION

LOCATION: NORTH 1/2, SECTION 30, T.1N.-R.11W., CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER Co.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1.0 FOOT AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

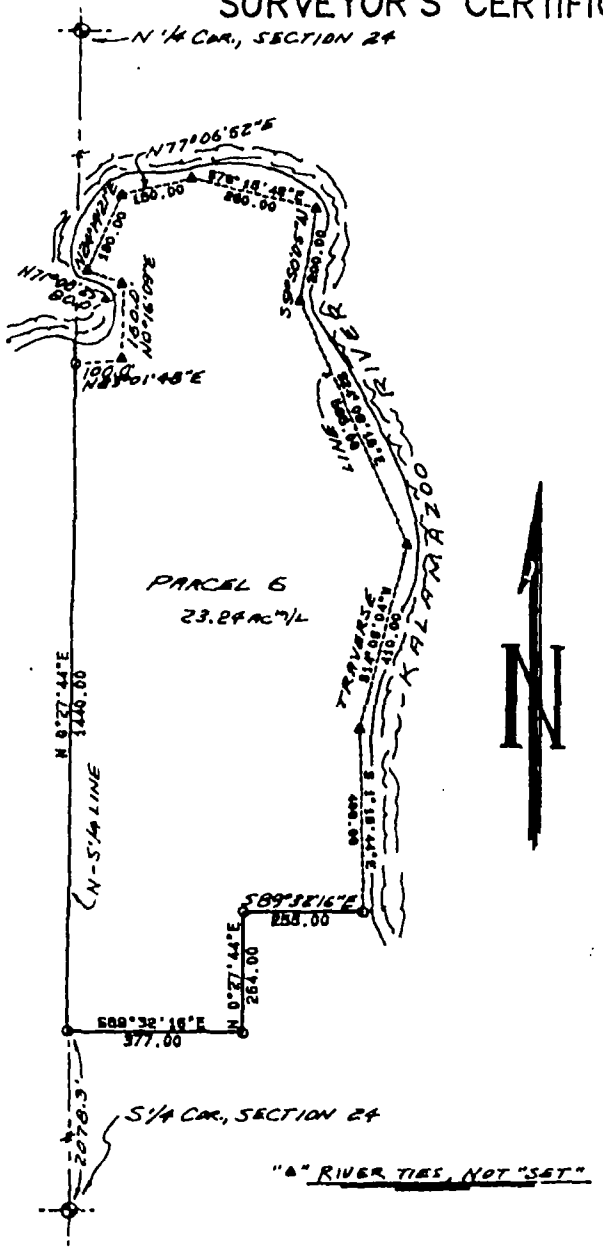
BY: Beryl M. Jones DATE: 10/18/94

BERYL M. JONES, PLS MI# 23514 DISK #50"763064"

STATE OF MICHIGAN
Beryl M. Jones
SURVEYOR
No. 23514
LICENSED LAND SURVEYOR

WIGHTMAN MOORED, INC.
Land Surveying and Consulting Engineering
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-8466 FAX 673-8464

# SURVEYOR'S CERTIFICATE




PARCEL 6
ALL THAT PART OF THE EAST 1/2, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND ~~WEST OF A LINE~~ COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION; THENCE EAST 377 FEET; THENCE NORTH 264 FEET; THENCE EAST 255 FEET, TO THE LOW WATER MARK OF THE KALAMAZOO RIVER THENCE NORTHERLY AND WESTERLY ALONG SAID LOW WATER MARK OF THE KALAMAZOO RIVER, TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. SECTION 24, TOWN 1 NORTH, RANGE 12 WEST.

described as:

Together with an easement for ingress + egress running from subject property to Highway M-89 as set forth in deed recorded in Liber 487 on Page 112

LEGEND:
- O - 1/2" IRON SET
- ● - CORNER FOUND
- R - "RECORDED AS"

0' 150' 300' 600'

BEARING SOURCE: PRIOR SURVEY PLS #8781

LOCATION: E 1/2, SECTION 24, T 1N - R 12W, OTSEGO TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER Co.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 10,000'+, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

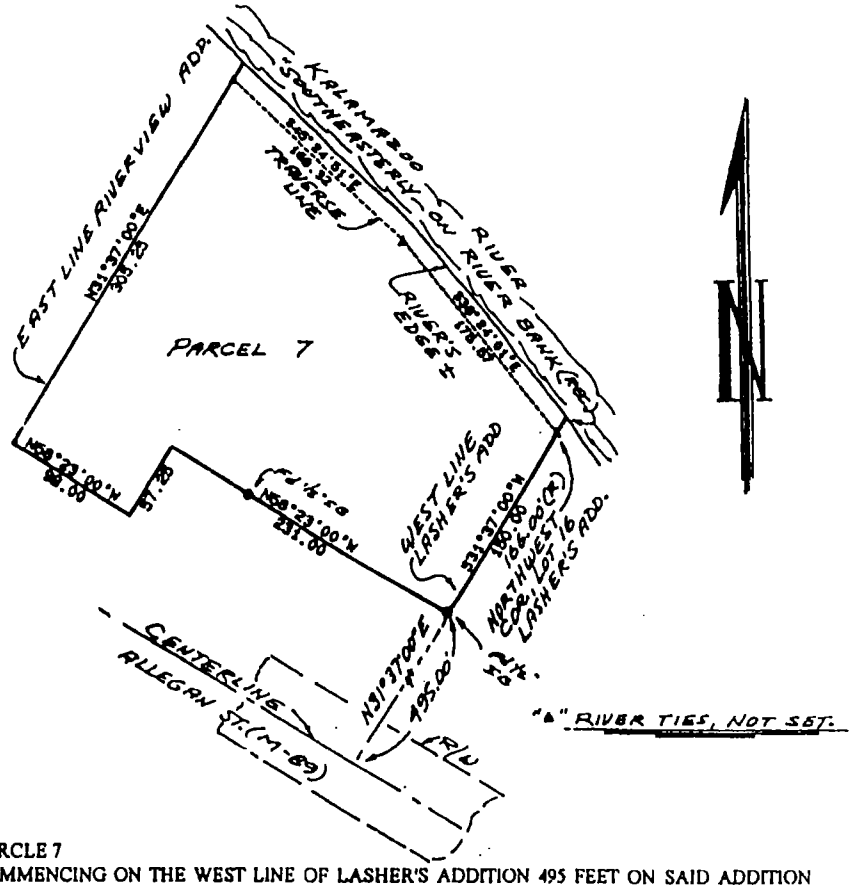
BY: Beryl M. Jones DATE: 10-18-96

BERYL M. JONES, PLS MI# 23514 DISK#SD"96306N6"

STATE OF MICHIGAN
Beryl M. Jones
SURVEYOR
No. 23514
LICENSED LAND SURVEYOR

WIGHTMAN MOORED, INC.
Land Surveying and Consulting Engineers
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-8460 FAX 673-8484

# SURVEYOR'S CERTIFICATE




PARCLE 7
COMMENCING ON THE WEST LINE OF LASHER'S ADDITION 495 FEET ON SAID ADDITION LINE FROM THE CENTER LINE OF ALLEGAN STREET; THENCE NORTH 58°-23' WEST 231 FEET; THENCE SOUTH 31°-37' WEST 57.25 FEET; THENCE NORTH 58°-23' WEST 99 FEET TO THE EAST LINE OF RIVERVIEW ADDITION; THENCE NORTH 31°-37' EAST TO LEFT BANK OF THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF LOT 16, LASHER'S ADDITION; THENCE SOUTHWESTERLY TO BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

97 JUN 10 PM 4:27

RECORDED

REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

LEGEND:
O – 1/2" IRON SET
● – CORNER FOUND
R – "RECORDED AS"

0' 50' 100' 200'

BEARING SOURCE: LASHER'S ADDITION

LOCATION: NORTH ½, SECTION 30, T.1N.-R.11W.
CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ~~ABOVE PLATTED~~ AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1:5,000', AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

BY: Beryl M. Jones DATE: 10-10-96
BERYL M. JONES, PLS MI# 23514 DISK#50 "96TOGW"

STATE OF MICHIGAN
Beryl M. Jones
SURVEYOR
No. 23514
LICENSED LAND SURVEYORS

WIGHTMAN MOORED, INC.
Land Surveying and Consulting Engineers
114 CHESTNUT ST. ALLEGAN, MI 49010
(616) 673-8466 FAX 673-8464

LIBER 1490 PAGE 289

NOTICE OF COMMENCEMENT — 196 Rev.

# NOTICE OF COMMENCEMENT

STATE OF MICHIGAN } ss.
County of Allegan }

Gordon Hultmark, Corporate Project Engineer (name of owner, lessee or agent) being duly sworn verifies the truth and accuracy of the contents of this notice and says that he or she is authorized by the contracting (owner) (lessee) to execute this Notice of Commencement and that the person contracting for improvement to the following described real property is [1] Simpson Plainwell Paper Company whose address is 200 Allegan Street Plainwell, Michigan 49080 and whose interest in said real property is that of [2] Fee Owner and that the DESIGNEE of said contracting party is [3] Gordon Hultmark whose address is 200 Allegan Street Plainwell, MI 49080 and that the real property to be improved is situated in the City of Plainwell County of Allegan, State of Michigan and described as follows: [4]

See Attachment #1
New 80 X 90 ft building to be constructed adjacent to northwest corner of building #1.

and that the fee owner of said real property is Simpson Plainwell Paper Company (name of fee owner)

of 200 Allegan Street, Plainwell, Michigan 49080 (address of fee owner) and that the general contractor, if any

is Owens-Ames-Kimball Co. (the name of the person with whom you have contracted to provide substantially all the improvements to the property) of 300 Ionia, NW Grand Rapids, MI 49503 (address of general contractor)

and deponent further says and gives notice as follows:

## "TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above named owner or lessee; the designee; or the person with whom you have contracted."

Subscribed and sworn to before me, this 18th day of OCTOBER, 19 94

Gordon Hultmark
Owner, Lessee or Agent
It's Corporate project Engineer

Kathleen Osborn
Notary Public
Allegan County, Michigan

My Commission Expires: KATHLEEN OSBORN NOTARY PUBLIC - ALLEGAN COUNTY, MICH. MY COMMISSION EXPIRES 07-19-98

The name and business address of the person who drafted this instrument:

Gordon Hultmark
Simpson Plainwell Paper Co.
200 Allegan Street
Plainwell, MI 49080
616-685-5851

## WARNING TO HOMEOWNER

Michigan law requires that you do the following:

1. Complete and return this form to the person who asked for it within 10 days after the date of the postmark on the request.
2. If you do not complete and return this form within the 10 days you may have to pay the expenses incurred in getting the information.
3. If you do not live at the site of the improvement, you must post a copy of this form in a conspicuous place at that site.

You are not required to but should do the following:

1. Complete and post a copy of this form at the place where the improvement is being made, even if you live there.
2. Make and keep a copy of this form for your own records.

See instructions on back

**Attachment #1**

**Re: Simpson Paper Company/Notice of Commencement**

The land referred to in this Policy is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

LOTS 1 THROUGH 16, INCLUSIVE, OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 43 OF PLATS ON PAGE 1.

ALSO, LOTS 43 THROUGH 48, INCLUSIVE, LOT 75, EXCEPT THAT PART LYING NORTHEASTERLY OF THE MILL RACE AND WATER WEIR, AND LOT 120, ALL BEING IN THE CORPORATION PLAT OF THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1 OF PLATS ON PAGE 9.

ALSO, LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 49 THROUGH 59, INCLUSIVE, ALL BEING IN WHITNEY'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 35 OF PLATS ON PAGE 1. TOGETHER WITH THE REVERSION OF THAT PART OF SCOTT STREET AND MILL STREET LYING NORTH OF ALLEGAN STREET.

ALSO, LOTS 25 THROUGH 40, INCLUSIVE, BLOCK 1 AND LOTS 16 THROUGH 30, INCLUSIVE, BLOCK 2, ALL BEING IN RIVER VIEW ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 4 OF PLATS ON PAGE 13. TOGETHER WITH THE REVERSION OF RIVER STREET AND THOSE PARTS OF MICHIGAN AVENUE AND PROSPECT AVENUE LYING NORTH OF THE SOUTH LINE OF LOT 21, BLOCK 2 AND LOTS 25 AND 40, BLOCK 1 OF SAID SUBDIVISION, IF EXTENDED ACROSS SAID STREETS.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, SAID POINT BEING 462 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE SOUTHERLY TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF SAID STREET, THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE NORTHERLY TO KALAMAZOO RIVER, THENCE SOUTHEASTERLY ALONG SAID RIVER TO NORTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION, THENCE ALONG WEST LINE OF LOT 16 TO BEGINNING.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION, VILLAGE (NOW CITY) OF PLAINWELL, THENCE NORTHWESTERLY PARALLEL WITH NORTH LINE OF ALLEGAN STREET 463 FEET TO WHAT WAS FORMERLY KNOWN AS THE FAIR GROUND, THENCE NORTH 31 DEG. 37' EAST ALONG EASTERLY LINE OF SAID FAIR GROUND TO THE KALAMAZOO RIVER, THENCE SOUTHEASTERLY UP SAID RIVER TO THE NORTHWEST CORNER OF SAID RIVERVIEW ADDITION, THENCE SOUTH 31 DEG. 37' WEST ALONG WEST LINE OF SAID ADDITION 189 FEET TO BEGINNING.

AND ALSO, ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWN 1 NORTH, RANGE 12 WEST, OTSEGO TOWNSHIP, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND NORTH OF A LINE COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION 24, THENCE EAST 377 FEET, THENCE NORTH 264 FEET, THENCE EAST 255 FEET TO THE LOW WATER MARK OF THE KALAMAZOO RIVER, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

RECORDED
1994 OCT 19 PM 2:21
Gregory A. Kelley
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

DLH:ronda/agree/simpson.leg

LIBER 1222 PAGE 551

NOTICE OF COMMENCEMENT 195 Rev.

2529 001 2 MISC 9.00

# NOTICE OF COMMENCEMENT

STATE OF MICHIGAN }
County of Allegan } ss.

Gary Longworth, Manager of Engineering and Maintenance (name of owner, lessee or agent) being duly sworn verifies the truth and accuracy of the contents of this notice and says that he or she is authorized by the contracting (owner) (lessee) to execute this Notice of Commencement and that the person contracting for improvement to the following described real property is [1] Simpson Plainwell Paper company whose address is 200 Allegan Street, Plainwell, Michigan 49080 and whose interest in said real property is that of [2] Fee Owner and that the DESIGNEE of said contracting party is [3] Gary Longworth whose address is 200 Allegan Street, Plainwell, Michigan 49080 and that the real property to be improved is situated in the City of Plainwell, County of Allegan, State of Michigan and described as follows: [4]

See Attachment #1

Replace Floor In Building #15

and that the fee owner of said real property is Simpson Plainwell Paper Company (name of fee owner)

of 200 Allegan Street Plainwell, Michigan 49080 (address of fee owner) and that the general contractor, if any

is Owens-Ames-Kimball Company (the name of the person with whom you have contracted to provide substantially all the improvements to the property) of 300 Ionia NW Grand Rapids, MI 49503 (address of general contractor)

and deponent further says and gives notice as follows:

## "TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above named owner or lessee; the designee; or the person with whom you have contracted."

Subscribed and sworn to before me, this 2nd day of June, 1989

SIMPSON PLAINWELL PAPER COMPANY

Gary N Longworth
Owner, Lessee or Agent

It's Manager of Engineering & Maintenance

Kathleen Osborn
Notary Public

Allegan County, Michigan

My Commission Expires: KATHLEEN OSBORN NOTARY PUBLIC - ALLEGAN COUNTY, MICH. MY COMMISSION EXPIRES 8-19-91

The name and business address of the person who drafted this instrument:

Gary N. Longworth
Simpson Plainwell Paper Company
200 Allegan Street
Plainwell, MI 49080

616-685-5851

## WARNING TO HOMEOWNER

**Michigan law requires that you do the following:**

1. **Complete and return this form to the person who asked for it within 10 days after the date of the postmark on the request.**
2. **If you do not complete and return this form within the 10 days you may have to pay the expenses incurred in getting the information.**
3. **If you do not live at the site of the improvement, you must post a copy of this form in a conspicuous place at that site.**

**You are not required to but should do the following:**

1. **Complete and post a copy of this form at the place where the improvement is being made, even if you live there.**
2. **Make and keep a copy of this form for your own records.**

See instructions on back

Attachment #1

Re: Simpson Paper Company/Notice of Commencement

The land referred to in this Policy is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

LOTS 1 THROUGH 16, INCLUSIVE, OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 43 OF PLATS ON PAGE 1.

ALSO, LOTS 43 THROUGH 48, INCLUSIVE, LOT 75, EXCEPT THAT PART LYING NORTHEASTERLY OF THE MILL RACE AND WATER WEIR, AND LOT 120, ALL BEING IN THE CORPORATION PLAT OF THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1 OF PLATS ON PAGE 9.

ALSO, LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 49 THROUGH 59, INCLUSIVE, ALL BEING IN WHITNEY'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 35 OF PLATS ON PAGE 1. TOGETHER WITH THE REVERSION OF THAT PART OF SCOTT STREET AND MILL STREET LYING NORTH OF ALLEGAN STREET.

ALSO, LOTS 25 THROUGH 40, INCLUSIVE, BLOCK 1 AND LOTS 16 THROUGH 30, INCLUSIVE, BLOCK 2, ALL BEING IN RIVER VIEW ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 4 OF PLATS ON PAGE 13. TOGETHER WITH THE REVERSION OF RIVER STREET AND THOSE PARTS OF MICHIGAN AVENUE AND PROSPECT AVENUE LYING NORTH OF THE SOUTH LINE OF LOT 21, BLOCK 2 AND LOTS 25 AND 40, BLOCK 1 OF SAID SUBDIVISION, IF EXTENDED ACROSS SAID STREETS.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, SAID POINT BEING 462 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE SOUTHERLY TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF SAID STREET, THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE NORTHERLY TO KALAMAZOO RIVER, THENCE SOUTHEASTERLY ALONG SAID RIVER TO NORTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION, THENCE ALONG WEST LINE OF LOT 16 TO BEGINNING.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION, VILLAGE (NOW CITY) OF PLAINWELL, THENCE NORTHWESTERLY PARALLEL WITH NORTH LINE OF ALLEGAN STREET 463 FEET TO WHAT WAS FORMERLY KNOWN AS THE FAIR GROUND, THENCE NORTH 31 DEG. 37' EAST ALONG EASTERLY LINE OF SAID FAIR GROUND TO THE KALAMAZOO RIVER, THENCE SOUTHEASTERLY UP SAID RIVER TO THE NORTHWEST CORNER OF SAID RIVERVIEW ADDITION, THENCE SOUTH 31 DEG. 37' WEST ALONG WEST LINE OF SAID ADDITION 189 FEET TO BEGINNING.

AND ALSO, ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWN 1 NORTH, RANGE 12 WEST, OTSEGO TOWNSHIP, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND NORTH OF A LINE COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION 24, THENCE EAST 377 FEET, THENCE NORTH 264 FEET, THENCE EAST 255 FEET TO THE LOW WATER MARK OF THE KALAMAZOO RIVER, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

RECORDED
1989 JAN -5 AM 11:43
REGISTER OF DEEDS
ALLEGAN County, MI

DLH:ronda/agree/simpson.leg

LIBER 1222 PAGE 548

NOTICE OF COMMENCEMENT 195 Rev.

# NOTICE OF COMMENCEMENT

STATE OF MICHIGAN }
County of Allegan } ss.

Gary Longworth, Manager of Engineering and Maintenance being duly sworn
(name of owner, lessee or agent)

verifies the truth and accuracy of the contents of this notice and says that he or she is authorized by the contracting (owner) (lessee) to execute this Notice of Commencement and that the person contracting for improvement to the following described real property is [1] Simpson Plainwell Paper Company
whose address is 200 Allegan Street, Plainwell, Michigan 49080 and
whose interest in said real property is that of [2] Fee Owner
and that the DESIGNEE of said contracting party is [3] Gary Longworth
whose address is 200 Allegan Street Plainwell, Michigan 49080 and
that the real property to be improved is situated in the City of Plainwell,
County of Allegan, State of Michigan and described as follows: [4]

See Attachment #1

New Sewers In Buildings #9 and #3

and that the fee owner of said real property is Simpson Plainwell Paper Company
(name of fee owner)

of 200 Allegan Street, Plainwell, Michigan 49080 and that the general contractor, if any
(address of fee owner)

is Tom Schuring, Inc. of 1300 Francis Ct Kalamazoo, MI 49001
(The name of the person with whom you have contracted to provide substantially all the improvements to the property) (address of general contractor)

and deponent further says and gives notice as follows:

## "TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above named owner or lessee; the designee; or the person with whom you have contracted."

Subscribed and sworn to before me, this 2nd day of June, 1989

SIMPSON PLAINWELL PAPER COMPANY

Gary N Longworth
Owner, Lessee or Agent

It's Manager of Engineering & Maintenance

Kathleen Osborn
Notary Public

Allegan County, Michigan

My Commission Expires: KATHLEEN OSBORN NOTARY PUBLIC-ALLEGAN COUNTY, MICH MY COMMISSION EXPIRES 8-19-91

The name and business address of the person who drafted this instrument:

Gary N. Longworth
√Simpson Plainwell Paper Company
200 Allegan Street
Plainwell, MI 49080

616-685-5851

## WARNING TO HOMEOWNER

Michigan law requires that you do the following:

1. Complete and return this form to the person who asked for it within 10 days after the date of the postmark on the request.
2. If you do not complete and return this form within the 10 days you may have to pay the expenses incurred in getting the information.
3. If you do not live at the site of the improvement, you must post a copy of this form in a conspicuous place at that site.

You are not required to but should do the following:

1. Complete and post a copy of this form at the place where the improvement is being made, even if you live there.
2. Make and keep a copy of this form for your own records.

See instructions on back

Attachment #1

Re: Simpson Paper Company/Notice of Commencement

The land referred to in this Policy is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

LOTS 1 THROUGH 16, INCLUSIVE, OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 43 OF PLATS ON PAGE 1.

ALSO, LOTS 43 THROUGH 48, INCLUSIVE, LOT 75, EXCEPT THAT PART LYING NORTHEASTERLY OF THE MILL RACE AND WATER WEIR, AND LOT 120, ALL BEING IN THE CORPORATION PLAT OF THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1 OF PLATS ON PAGE 9.

ALSO, LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 49 THROUGH 59, INCLUSIVE, ALL BEING IN WHITNEY'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 35 OF PLATS ON PAGE 1. TOGETHER WITH THE REVERSION OF THAT PART OF SCOTT STREET AND MILL STREET LYING NORTH OF ALLEGAN STREET.

ALSO, LOTS 25 THROUGH 40, INCLUSIVE, BLOCK 1 AND LOTS 16 THROUGH 30, INCLUSIVE, BLOCK 2, ALL BEING IN RIVER VIEW ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 4 OF PLATS ON PAGE 13. TOGETHER WITH THE REVERSION OF RIVER STREET AND THOSE PARTS OF MICHIGAN AVENUE AND PROSPECT AVENUE LYING NORTH OF THE SOUTH LINE OF LOT 21, BLOCK 2 AND LOTS 25 AND 40, BLOCK 1 OF SAID SUBDIVISION, IF EXTENDED ACROSS SAID STREETS.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, SAID POINT BEING 462 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE SOUTHERLY TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF SAID STREET, THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE NORTHERLY TO KALAMAZOO RIVER, THENCE SOUTHEASTERLY ALONG SAID RIVER TO NORTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION, THENCE ALONG WEST LINE OF LOT 16 TO BEGINNING.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION, VILLAGE (NOW CITY) OF PLAINWELL, THENCE NORTHWESTERLY PARALLEL WITH NORTH LINE OF ALLEGAN STREET 463 FEET TO WHAT WAS FORMERLY KNOWN AS THE FAIR GROUND, THENCE NORTH 31 DEG. 37' EAST ALONG EASTERLY LINE OF SAID FAIR GROUND TO THE KALAMAZOO RIVER, THENCE SOUTHEASTERLY UP SAID RIVER TO THE NORTHWEST CORNER OF SAID RIVERVIEW ADDITION, THENCE SOUTH 31 DEG. 37' WEST ALONG WEST LINE OF SAID ADDITION 189 FEET TO BEGINNING.

AND ALSO, ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWN 1 NORTH, RANGE 12 WEST, OTSEGO TOWNSHIP, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND NORTH OF A LINE COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION 24, THENCE EAST 377 FEET, THENCE NORTH 264 FEET, THENCE EAST 255 FEET TO THE LOW WATER MARK OF THE KALAMAZOO RIVER, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

RECORDED
1989 JUN -5 AM 11:42
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

DLH:ronda/agree/simpson.leg

LIBER 1222 PAGE 545

NOTICE OF COMMENCEMENT 195 Rev.

2529 000 2 MISC 9.00

# NOTICE OF COMMENCEMENT

STATE OF MICHIGAN }
County of Allegan } ss.

Gary Longworth Manager of Engineering and Maintenance being duly sworn
(name of owner, lessee or agent)

verifies the truth and accuracy of the contents of this notice and says that he or she is authorized by the contracting (owner) (lessee) to execute this Notice of Commencement and that the person contracting for improvement to the following described real property is [1] Simpson Plainwell Paper Co.
whose address is 200 Allegan Street, Plainwell, Michigan 49080 and
whose interest in said real property is that of [2] Fee Owner
and that the DESIGNEE of said contracting party is [3] Gary Longworth
whose address is 200 Allegan Street, Plainwell, Michigan 49080 and
that the real property to be improved is situated in the City of Plainwell,
County of Allegan, State of Michigan and described as follows: [4]

See Attachment #1

Replace Floors and Install Foundation for new
Boiler in Building #4

and that the fee owner of said real property is Simpson Plainwell Paper company
(name of fee owner)

of 200 Allegan Street, Plainwell, Michigan 49080 and that the general contractor, if any
(address of fee owner)

is Owen-Ames-Kimball Company of 300 Ionia NW Grand Rapids, MI 49503
(the name of the person with whom you have contracted to provide substantially all the improvements to the property) (address of general contractor)

and deponent further says and gives notice as follows:

## "TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above named owner or lessee; the designee; or the person with whom you have contracted."

Subscribed and sworn to before me, this 2nd day
of June, 1989

SIMPSON PLAINWELL PAPER COMPANY
Gary N Longworth
Owner, Lessee or Agent
It's Manager of Engineering & Maintenance

Kathleen Osborn
Notary Public
Allegan County, Michigan

My Commission Expires: KATHLEEN OSBORN NOTARY PUBLIC-ALLEGAN COUNTY, MICH. MY COMMISSION EXPIRES 8-19-91

The name and business address of the person who drafted this instrument:

Gary N. Longworth
Simpson Plainwell Paper Co.
200 Allegan Street
Plainwell, MI 49080

616-685-5851

## WARNING TO HOMEOWNER

**Michigan law requires that you do the following:**

1. **Complete and return this form to the person who asked for it within 10 days after the date of the postmark on the request.**
2. **If you do not complete and return this form within the 10 days you may have to pay the expenses incurred in getting the information.**
3. **If you do not live at the site of the improvement, you must post a copy of this form in a conspicuous place at that site.**

**You are not required to but should do the following:**

1. **Complete and post a copy of this form at the place where the improvement is being made, even if you live there.**
2. **Make and keep a copy of this form for your own records.**

See instructions on back

Attachment #1

Re: Simpson Paper Company/Notice of Commencement

The land referred to in this Policy is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

LOTS 1 THROUGH 16, INCLUSIVE, OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 43 OF PLATS ON PAGE 1.

ALSO, LOTS 43 THROUGH 48, INCLUSIVE, LOT 75, EXCEPT THAT PART LYING NORTHEASTERLY OF THE MILL RACE AND WATER WEIR, AND LOT 120, ALL BEING IN THE CORPORATION PLAT OF THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1 OF PLATS ON PAGE 9.

ALSO, LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 49 THROUGH 59, INCLUSIVE, ALL BEING IN WHITNEY'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 35 OF PLATS ON PAGE 1. TOGETHER WITH THE REVERSION OF THAT PART OF SCOTT STREET AND MILL STREET LYING NORTH OF ALLEGAN STREET.

ALSO, LOTS 25 THROUGH 40, INCLUSIVE, BLOCK 1 AND LOTS 16 THROUGH 30, INCLUSIVE, BLOCK 2, ALL BEING IN RIVER VIEW ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 4 OF PLATS ON PAGE 13. TOGETHER WITH THE REVERSION OF RIVER STREET AND THOSE PARTS OF MICHIGAN AVENUE AND PROSPECT AVENUE LYING NORTH OF THE SOUTH LINE OF LOT 21, BLOCK 2 AND LOTS 25 AND 40, BLOCK 1 OF SAID SUBDIVISION, IF EXTENDED ACROSS SAID STREETS.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, SAID POINT BEING 462 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE SOUTHERLY TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF SAID STREET, THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE NORTHERLY TO KALAMAZOO RIVER, THENCE SOUTHEASTERLY ALONG SAID RIVER TO NORTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION, THENCE ALONG WEST LINE OF LOT 16 TO BEGINNING.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION, VILLAGE (NOW CITY) OF PLAINWELL, THENCE NORTHWESTERLY PARALLEL WITH NORTH LINE OF ALLEGAN STREET 463 FEET TO WHAT WAS FORMERLY KNOWN AS THE FAIR GROUND, THENCE NORTH 31 DEG. 37' EAST ALONG EASTERLY LINE OF SAID FAIR GROUND TO THE KALAMAZOO RIVER, THENCE SOUTHEASTERLY UP SAID RIVER TO THE NORTHWEST CORNER OF SAID RIVERVIEW ADDITION, THENCE SOUTH 31 DEG. 37' WEST ALONG WEST LINE OF SAID ADDITION 189 FEET TO BEGINNING.

AND ALSO, ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWN 1 NORTH, RANGE 12 WEST, OTSEGO TOWNSHIP, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND NORTH OF A LINE COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION 24, THENCE EAST 377 FEET, THENCE NORTH 264 FEET, THENCE EAST 255 FEET TO THE LOW WATER MARK OF THE KALAMAZOO RIVER, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED [illegible] LIBER 437 ON PAGE 112.

RECORDED

1983 JUN -5 AM 11:42

REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

DLH:ronda/agree/simpson.leg

LIBER 1217 PAGE 352

NOTICE OF COMMENCEMENT 198 Rev.

LEGAL PRINTERS

NOTICE OF COMMENCEMENT

0478-000 2 ORD A
0478-000V 2 P ORD A
0478-000 2 MISC A

STATE OF MICHIGAN } ss.
County of Allegan }

I, Gary Longworth, Manager of Engineering and Maintenance (name of owner, lessee, or agent) being duly sworn

verifies the truth and accuracy of the contents of this notice and says that he or she is authorized by the contracting (owner) (lessee) to execute this Notice of Commencement and that the person contracting for improvement to the following described real property is [1] Simpson Plainwell Paper Company

whose address is 200 Allegan Street, Plainwell, Michigan 49080 and whose interest in said real property is that of [2] Fee Owner

and that the DESIGNEE of said contracting party is [3] Gary Longworth

whose address is 200 Allegan Street, Plainwell, Michigan 49080 and that the real property to be improved is situated in the City of Plainwell

County of Allegan, State of Michigan and described as follows: [4]

See Attachment #1

and that the fee owner of said real property is Simpson Plainwell paper Company (name of fee owner)

of 200 Allegan Street, Plainwell, Michigan 49080 (address of fee owner) and that the general contractor, if any

is Steel Supply & Engineering Company (the name of the person with whom you have contracted to provide substantially all the improvements to the property) of 2020 Newark Ave S.E. Grand Rapids, Michigan 49507 (address of general contractor)

and deponent further says and gives notice as follows:

"TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above named owner or lessee; the designee; or the person with whom you have contracted."

SIMPSON PLAINWELL PAPER COMPANY

Subscribed and sworn to before me, this 6th day of April, 1989

By: Gary M Longworth
Owner, Lessee or Agent

Its: Manager Of Engineering & Maintenance

Kathleen Osborn
Notary Public

Allegan County, Michigan

My Commission Expires: KATHLEEN OSBORN NOTARY PUBLIC-ALLEGAN COUNTY, MICH. MY COMMISSION EXPIRES 8-19-91

The name and business address of the person who drafted this instrument:

David L. Holmes, Esq.
HOWARD & HOWARD ATTORNEYS, P.C.
400 Kalamazoo Building
Kalamazoo, Michigan 49007
616-382-1483

WARNING TO HOMEOWNER

Michigan law requires that you do the following:

1. Complete and return this form to the person who asked for it within 10 days after the date of the postmark on the request.
2. If you do not complete and return this form within the 10 days you may have to pay the expenses incurred in getting the information.
3. If you do not live at the site of the improvement, you must post a copy of this form in a conspicuous place at that site.

You are not required to but should do the following:

1. Complete and post a copy of this form at the place where the improvement is being made, even if you live there.
2. Make and keep a copy of this form for your own records.

See instructions on back

Simpson Plainwell Paper 200 Allegan St. Plainwell 49080

9.00
9.00
9.00

**Attachment #1**

**Re: Simpson Paper Company/Notice of Commencement**

The land referred to in this Policy is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

LOTS 1 THROUGH 16, INCLUSIVE, OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 43 OF PLATS ON PAGE 1.

ALSO, LOTS 43 THROUGH 48, INCLUSIVE, LOT 75, EXCEPT THAT PART LYING NORTHEASTERLY OF THE MILL RACE AND WATER WEIR, AND LOT 120, ALL BEING IN THE CORPORATION PLAT OF THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1 OF PLATS ON PAGE 9.

ALSO, LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 49 THROUGH 59, INCLUSIVE, ALL BEING IN WHITNEY'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 35 OF PLATS ON PAGE 1. TOGETHER WITH THE REVERSION OF THAT PART OF SCOTT STREET AND MILL STREET LYING NORTH OF ALLEGAN STREET.

ALSO, LOTS 25 THROUGH 40, INCLUSIVE, BLOCK 1 AND LOTS 16 THROUGH 30, INCLUSIVE, BLOCK 2, ALL BEING IN RIVER VIEW ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 4 OF PLATS ON PAGE 13. TOGETHER WITH THE REVERSION OF RIVER STREET AND THOSE PARTS OF MICHIGAN AVENUE AND PROSPECT AVENUE LYING NORTH OF THE SOUTH LINE OF LOT 21, BLOCK 2 AND LOTS 25 AND 40, BLOCK 1 OF SAID SUBDIVISION, IF EXTENDED ACROSS SAID STREETS.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, SAID POINT BEING 484 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE WESTERLY 99 FEET TO A POINT 484 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE SOUTHERLY TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF SAID STREET, THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE NORTHERLY TO KALAMAZOO RIVER, THENCE SOUTHEASTERLY ALONG SAID RIVER TO NORTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION, THENCE ALONG WEST LINE OF LOT 16 TO BEGINNING.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION, VILLAGE (NOW CITY) OF PLAINWELL, THENCE NORTHWESTERLY PARALLEL WITH NORTH LINE OF ALLEGAN STREET 463 FEET TO WHAT WAS FORMERLY KNOWN AS THE FAIR GROUND, THENCE NORTH 31 DEG. 37' EAST ALONG EASTERLY LINE OF SAID FAIR GROUND TO THE KALAMAZOO RIVER, THENCE SOUTHEASTERLY UP SAID RIVER TO THE NORTHWEST CORNER OF SAID RIVERVIEW ADDITION, THENCE SOUTH 31 DEG. 37' WEST ALONG WEST LINE OF SAID ADDITION 189 FEET TO BEGINNING.

AND ALSO, ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWN 1 NORTH, RANGE 12 WEST, OTSEGO TOWNSHIP, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND NORTH OF A LINE COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION 24, THENCE EAST 377 FEET, THENCE NORTH 264 FEET, THENCE EAST 255 FEET TO THE LOW WATER MARK OF THE KALAMAZOO RIVER, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

RECORDED
1989 APR 10 AM 11:41
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

DLH:ronda/agree/simpson.leg

NOTICE OF COMMENCEMENT LIBER 1210 PAGE 495 195 Rev. 7681-000 3 MISC

# NOTICE OF COMMENCEMENT

STATE OF MICHIGAN }
County of ALLEGAN } ss.

Gary Longworth, Manager-Engineering/Maintenance (name of ~~xxxxxxxxx~~ agent) being duly sworn verifies the truth and accuracy of the contents of this notice and says that he or she is authorized by the contracting (owner) (lessee) to execute this Notice of Commencement and that the person contracting for improvement to the following described real property is Simpson Plainwell Paper Company whose address is 200 Allegan Street, Plainwell, Michigan 49080 and whose interest in said real property is that of Fee Owner and that the DESIGNEE of said contracting party is Gary Longworth whose address is 200 Allegan Street, Plainwell, Michigan 49080 and that the real property to be improved is situated in the City of Plainwell County of Allegan, State of Michigan and described as follows:

1989 JAN 18 AM 11:19 RECORDED
REGISTER OF DEEDS ALLEGAN CO., MICH.

See Attachment #1

and that the fee owner of said real property is Simpson Plainwell Paper Company (name of fee owner)

of 200 Allegan Street, Plainwell, Michigan 49080 (address of fee owner) and that the general contractor, if any

is Beech and Rich, Inc. (the name of the person with whom you have contracted to provide substantially all the improvements to the property) of 525 North 20th Street, Battle Creek, Michigan 4901 (address of general contractor)

and deponent further says and gives notice as follows:

## "TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above named owner or lessee; the designee; or the person with whom you have contracted."

SIMPSON PLAINWELL PAPER COMPANY

Subscribed and sworn to before me, this 16th day of January, 1989.

By: Gary M Longworth xxxxxxxxxxxxxx GARY LONGWORTH

Its: MGR. OF ENGR & MAINTENANCE

Kathleen Osborn
Notary Public

Allegan County, Michigan

My Commission Expires: KATHLEEN OSBORN NOTARY PUBLIC, ALLEGAN COUNTY, MICH. MY COMMISSION EXPIRES 8-19-91

The name and business address of the person who drafted this instrument:

David L. Holmes, Esq.
HOWARD & HOWARD ATTORNEYS, P.C.
400 Kalamazoo Building
Kalamazoo, Michigan 49007
616/382-1483

## WARNING TO HOMEOWNER

**Michigan law requires that you do the following:**

1. **Complete and return this form to the person who asked for it within 10 days after the date of the postmark on the request.**
2. **If you do not complete and return this form within the 10 days you may have to pay the expenses incurred in getting the information.**
3. **If you do not live at the site of the improvement, you must post a copy of this form in a conspicuous place at that site.**

**You are not required to but should do the following:**

1. **Complete and post a copy of this form at the place where the improvement is being made, even if you live there.**
2. **Make and keep a copy of this form for your own records.**

See instructions on back

Attachment #1

Re: Simpson Paper Company/Notice of Commencement

The land referred to in this Policy is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

LOTS 1 THROUGH 16, INCLUSIVE, OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 43 OF PLATS ON PAGE 1.

ALSO, LOTS 43 THROUGH 48, INCLUSIVE, LOT 75, EXCEPT THAT PART LYING NORTHEASTERLY OF THE MILL RACE AND WATER WEIR, AND LOT 120, ALL BEING IN THE CORPORATION PLAT OF THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1 OF PLATS ON PAGE 9.

ALSO, LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 49 THROUGH 59, INCLUSIVE, ALL BEING IN WHITNEY'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 35 OF PLATS ON PAGE 1. TOGETHER WITH THE REVERSION OF THAT PART OF SCOTT STREET AND MILL STREET LYING NORTH OF ALLEGAN STREET.

ALSO, LOTS 25 THROUGH 40, INCLUSIVE, BLOCK 1 AND LOTS 16 THROUGH 30, INCLUSIVE, BLOCK 2, ALL BEING IN RIVER VIEW ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 4 OF PLATS ON PAGE 13. TOGETHER WITH THE REVERSION OF RIVER STREET AND THOSE PARTS OF MICHIGAN AVENUE AND PROSPECT AVENUE LYING NORTH OF THE SOUTH LINE OF LOT 21, BLOCK 2 AND LOTS 25 AND 40, BLOCK 1 OF SAID SUBDIVISION, IF EXTENDED ACROSS SAID STREETS.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, SAID POINT BEING 462 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE SOUTHERLY TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF SAID STREET, THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY OF NORTH LINE OF ALLEGAN STREET, THENCE NORTHERLY TO KALAMAZOO RIVER, THENCE SOUTHEASTERLY ALONG SAID RIVER TO NORTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION, THENCE ALONG WEST LINE OF LOT 16 TO BEGINNING.

ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION, VILLAGE (NOW CITY) OF PLAINWELL, THENCE NORTHWESTERLY PARALLEL WITH NORTH LINE OF ALLEGAN STREET 463 FEET TO WHAT WAS FORMERLY KNOWN AS THE FAIR GROUND, THENCE NORTH 31 DEG. 37' EAST ALONG EASTERLY LINE OF SAID FAIR GROUND TO THE KALAMAZOO RIVER, THENCE SOUTHEASTERLY UP SAID RIVER TO THE NORTHWEST CORNER OF SAID RIVERVIZW ADDITION, THENCE SOUTH 31 DEG. 37' WEST ALONG WEST LINE OF SAID ADDITION 189 FEET TO BEGINNING.

AND ALSO, ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWN 1 NORTH, RANGE 12 WEST, OTSEGO TOWNSHIP, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND NORTH OF A LINE COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION 24, THENCE EAST 377 FEET, THENCE NORTH 264 FEET, THENCE EAST 255 FEET TO THE LOW WATER MARK OF THE KALAMAZOO RIVER, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

DLH:ronda/agree/simpson.leg

C-4831 (Rev. 6-76)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
REVENUE DIVISION
LANSING 48922

LIBER 879 PAGE 662

FOR OPTIONAL USE BY RECORDING OFFICE

RECORDED

JAN 12 8 59 AM 1976

REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

# NOTICE OF RELEASE OF STATE TAX LIEN

| DISTRICT | ACCOUNT NUMBER(S) | COLLECTION ENFORCEMENT DIVISION LIEN NUMBER |
|---|---|---|
| D-5/pg | 38-1943712 | 55303 |

NAME AND ADDRESS OF TAXPAYER

Plainwell Paper Company, Inc.
200 Allegan Street
Plainwell, MI. 49080

I hereby certify that requirements of Act 203, P.A. 1968, have been satisfied with respect to taxes noted herein for the named taxpayer. Lien for such taxes is hereby released.

Recorded In Liber 877 Page 692

Filing No. _____ Filing Date 12-2-75

Real Property Only

RESIDENCE ADDRESS (other than above)

| TAX (a) | PERIOD ENDED (b) | ASSESSMENT DATE (c) | ASSESSMENT NUMBER (d) | UNPAID BALANCE OF ASSESSMENT (e) |
|---|---|---|---|---|
| Sales Tax | June 30, 1975 | Oct. 30, 1975 | B006130 | $ 60.16 |
| Use Tax | June 30, 1975 | Oct. 30, 1975 | B006130 | 481.14 |
| | | | TOTAL (Tax Due) | $ 541.30 |

PLACE OF FILING

Register of Deeds Allegan County

WITNESS my hand at LANSING, MICHIGAN, on this _____

Released JAN 8 '76

Drafted by:

Sydney D. Goodman
Revenue Commissioner

B. C. Holderied
Deputy Commissioner

L.S.
SEAL
REVENUE DIVISION
DEPARTMENT OF TREASURY

Part 3 — To be used for recording purposes

0-4531 (Rev 6-75)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
REVENUE DIVISION
LANSING, MICHIGAN 48922

LIBER 877 PAGE 692

FOR OPTIONAL USE BY RECORDING OFFICE

(RECEIVED)

Dec 2 11 34 AM 1975

REGISTER OF DEEDS
ALLEGAN COUNTY MICH

# NOTICE OF STATE TAX LIEN

| DISTRICT | ACCOUNT NUMBER(S) | COLLECTION ENFORCEMENT DIVISION LIEN NUMBER |
|---|---|---|
| D-5/pg | 38-1943712 | 55303 |

NAME AND ADDRESS OF TAXPAYER

Plainwell Paper Company, Inc.
200 Allegan Street
Plainwell, MI 49080

Pursuant to the provisions of Act 203 of the Public Acts of 1968, notice is hereby given that there have been assessed against the following named taxpayer, taxes, including interest and penalties, which after demand for payment thereof remain unpaid, and that by virtue of the statutes of the State of Michigan said taxes together with penalties, interest and costs that may accrue in addition thereto, is a lien in favor of the State of Michigan upon all property and rights to property, both real and personal, belonging to said taxpayer.

Real Property Only

RESIDENCE ADDRESS (other than above)

| TAX (a) | PERIOD ENDED (b) | ASSESSMENT DATE (c) | ASSESSMENT NUMBER (d) | UNPAID BALANCE OF ASSESSMENT (e) |
|---|---|---|---|---|
| Sales Tax | June 30, 1975 | Oct. 30, 1975 | B006130 | $ 60.16 |
| Use Tax | June 30, 1975 | Oct. 30, 1975 | B006130 | 481.14 |
| | | | TOTAL (Tax Due) | $ 541.30 |

PLACE OF FILING

Register of Deeds Allegan County

*WITNESS my hand at* LANSING, MICHIGAN, *on this* Nov. 25, 1975

Drafted by:

Sydney D. Goodman
Revenue Commissioner

B. C. Holderied
Deputy Commissioner

L.S.
SEAL
REVENUE DIVISION
DEPARTMENT OF TREASURY

Part 1 — To be retained by recording office

C-4631 (Rev. 6-76)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
REVENUE DIVISION
LANSING, MICHIGAN 48922

LIBER 879 PAGE 46

# NOTICE OF STATE TAX LIEN

FOR OPTIONAL USE BY RECORDING OFFICE

RECORDED

DEC 22 9 09 AM 1975

REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

| DISTRICT | ACCOUNT NUMBER(S) | COLLECTION ENFORCEMENT DIVISION LIEN NUMBER |
|---|---|---|
| D5-01/pg | 38-1943712 | 56529 |

NAME AND ADDRESS OF TAXPAYER

Plainwell Paper Company, Inc.
200 Allegan Street
Plainwell, MI. 49080

Pursuant to the provisions of Act 203 of the Public Acts of 1968, notice is hereby given that there have been assessed against the following named taxpayer, taxes, including interest and penalties, which after demand for payment thereof remain unpaid, and that by virtue of the statutes of the State of Michigan said taxes together with penalties, interest and costs that may accrue in addition thereto, is a lien in favor of the State of Michigan upon all property and rights to property, both real and personal, belonging to said taxpayer.

Real Property Only

RESIDENCE ADDRESS (other than above)

| TAX (a) | PERIOD ENDED (b) | ASSESSMENT DATE (c) | ASSESSMENT NUMBER (d) | UNPAID BALANCE OF ASSESSMENT (e) |
|---|---|---|---|---|
| Use Tax | July 31, 1975 | Nov. 19, 1975 | B009992 | 20.48 |
| Withholding Tax | July 31, 1975 | Nov. 19, 1975 | B009992 | 506.70 |
| | | | TOTAL (Tax Due) | $527.18 |

PLACE OF FILING

Register of Deeds Allegan County

*WITNESS my hand at* LANSING, MICHIGAN, *on this* December 17, 1975

Drafted by:

Sydney D. Goodman
Revenue Commissioner

B. C. Holderied
Deputy Commissioner

L.S.

SEAL
REVENUE DIVISION
DEPARTMENT OF TREASURY

Part 2—To be receipted and returned to Treasury Department

C-4631 (Rev. 6-74)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
REVENUE DIVISION
LANSING 48922

LIBER 879 PAGE 661

# NOTICE OF RELEASE OF STATE TAX LIEN

FOR OPTIONAL USE BY RECORDING OFFICE

JAN 12 8 58 AM 1976

REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

| DISTRICT | ACCOUNT NUMBER(S) | COLLECTION ENFORCEMENT DIVISION LIEN NUMBER |
|---|---|---|
| D5-01/pg | 38-1943712 | 56529 |

NAME AND ADDRESS OF TAXPAYER

Plainwell Paper Company, Inc.
200 Allegan Street
Plainwell, MI. 49080

I hereby certify that requirements of Act 203, P.A. 1968, have been satisfied with respect to taxes noted herein for the named taxpayer. Lien for such taxes is hereby released.

Recorded in Liber 879 Page 45 & 46

Filing No. _____ Filing Date 12-22-75

Real Property Only

RESIDENCE ADDRESS (other than above)

| TAX (a) | PERIOD ENDED (b) | ASSESSMENT DATE (c) | ASSESSMENT NUMBER (d) | UNPAID BALANCE OF ASSESSMENT (e) |
|---|---|---|---|---|
| Use Tax | July 31, 1975 | Nov. 19, 1975 | B009992 | 20.48 |
| Withholding Tax | July 31, 1975 | Nov. 19, 1975 | B009992 | 506.70 |
| | | | TOTAL (Tax Due) | $527.18 |

PLACE OF FILING

Register of Deeds Allegan County

WITNESS my hand at LANSING, MICHIGAN, on this _____

Released JAN 8 '76

Drafted by:

Sydney D. Goodman
Revenue Commissioner

B. C. Holderied
Deputy Commissioner

L.S.
SEAL
REVENUE DIVISION
DEPARTMENT OF TREASURY

Part 3 — To be used for recording purposes

C-4531 (Rev. 6-76)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
REVENUE DIVISION
LANSING, MICHIGAN 48922

LIBER 879 PAGE 45

# NOTICE OF STATE TAX LIEN

FOR OPTIONAL USE BY RECORDING OFFICE

RECEIVED

Dec 22 9 09 AM 1975

REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

| DISTRICT | ACCOUNT NUMBER(S) | COLLECTION ENFORCEMENT DIVISION LIEN NUMBER |
|---|---|---|
| D5-01/pg | 38-1943712 | 56529 |

NAME AND ADDRESS OF TAXPAYER

Plainwell Paper Company, Inc.
200 Allegan Street
Plainwell, MI. 49080

Pursuant to the provisions of Act 203 of the Public Acts of 1968, notice is hereby given that there have been assessed against the following named taxpayer, taxes, including interest and penalties, which after demand for payment thereof remain unpaid, and that by virtue of the statutes of the State of Michigan said taxes together with penalties, interest and costs that may accrue in addition thereto, is a lien in favor of the State of Michigan upon all property and rights to property, both real and personal, belonging to said taxpayer.

Real Property Only

RESIDENCE ADDRESS (other than above)

| TAX (a) | PERIOD ENDED (b) | ASSESSMENT DATE (c) | ASSESSMENT NUMBER (d) | UNPAID BALANCE OF ASSESSMENT (e) |
|---|---|---|---|---|
| Use Tax | July 31, 1975 | Nov. 19, 1975 | B009992 | 20.48 |
| Withholding Tax | July 31, 1975 | Nov. 19, 1975 | B009992 | 506.70 |
| | | | TOTAL (Tax Due) | $527.18 |

PLACE OF FILING

Register of Deeds Allegan County

*WITNESS my hand at* LANSING, MICHIGAN, *on this* December 17, 1975

Drafted by:

Sydney D. Goodman
Revenue Commissioner

B. C. Holderied
Deputy Commissioner

REVENUE DIVISION
L.S.
SEAL
REVENUE DIVISION
DEPARTMENT OF TREASURY

Part 1 — To be retained by recording office

925

STATEMENT OF ACCOUNT AND LIEN—To Be Filed in Office of Register of Deeds.

LIBER 805 PAGE 627

STATE OF MICHIGAN, } ss.
COUNTY OF KALAMAZOO }

Warren J. Woodworth, President

of Wolverine Rentals, Inc. being duly sworn, says that he

furnished certain spray paint equipment

and for painting

a certain water tank owned by Plainwell Paper Company, Inc.

situated on the land hereinafter described, in pursuance of a certain contract with Lee Streur, United Industrial Service

the contractor for said painting job

; that the furnishing of such equipment

was begun on the 29th day of October 19 71, and that the last of such furnishing of such equipment was on the 10th day of December 19 71, and that there is justly and truly due to Wolverine Rentals, Inc.

therefor from the said Lee Streur, United Industrial Service

over and above all legal set-offs, the sum of Five Hundred Fifty-Two and 92/100 ($552.92) Dollars,

for which amount deponent claims a lien on said land and buildings

of which Plainwell Paper Company, Inc. is

the owner

and which premises are described as follows:

City of Plainwell, and Township of Gun Plains and Otsego County of Allegan and State of Michigan

(See attached legal description)

Deponent further says that the notice and proof of service attached hereto have been given and are made in accordance with the statute in such case made and provided.

Subscribed and sworn to before me, this 6th day of March 1972.

Shirley J. Barnes

Notary Public, Kalamazoo County, Michigan

My commission expires Feb. 6 1973.

WOLVERINE RENTALS, INC.

BY Warren J. Woodworth

WARREN J. WOODWORTH, President

Owner's Name Plainwell Paper Company

Residence 200 Allegan Street

City, Town, or Village Plainwell, Michigan 49080

RECORDED MAR 9 10 21 AM 1972

REGISTER OF DEEDS ALLEGAN COUNTY, MICH

LAW BLANK

STATE OF MICHIGAN COUNTY OF KALAMAZOO REGISTER OF DEEDS MAR 9 4 46 PM 72

Commencing at the southwest corner of Lot 16 of Lasher's Addition to the Village (now City) of Plainwell, Michigan, according to the Plat thereof of record and on file in the office of the Register of Deeds for said County, said point being 462 feet northerly of the north line of Allegan Street; thence westerly 226.4 feet to a point 495 feet northerly of the north line of Allegan Street, measured along a line parallel with the east line of Prospect Avenue, as shown on the Plat of Riverview Addition, according to the plat thereof of record and on file in the office of the Register of Deeds for said County; thence southerly parallel with the east line of Prospect Avenue as shown on the Plat of said Riverview Addition, to a point 437.25 feet northerly of the north line of said Allegan Street, measured along a line parallel with the east line of said Prospect Avenue; thence westerly 99 feet to a point 437.25 feet northerly, as measured along the easterly line of said Prospect Avenue, of the north line of Allegan Street and on the east line of said Prospect Avenue; thence northerly on the easterly line of said Prospect Avenue and the northerly extension thereof to the Kalamazoo River; thence southeasterly along said River to the northwest corner of Lot 16 of said Lasher's Addition; thence along the west line of said Lot 16 to the place of beginning;

That part of Michigan Avenue and Prospect Avenue, as shown on the Plat of Riverview Addition, according to the Plat thereof of record and on file in the office of the Register of Deeds for said County, lying north of the south lines of Lot 21, Block 2, and Lots 25 and 40, Block 1, of said Riverview Addition, extended east across said streets;

Also, any and all rights of ingress or egress to and from the following described property located in the Township of Otsego, Allegan County, Michigan, viz:

All that part of the east half of Section 24, T 1 N, R 12 W, lying west and south of the Kalamazoo River and north of a line commencing at a point 2078.3 feet north of the south 1/4 post of said Section 24, thence east 377 feet, thence north 264 feet, thence east 255 feet to the low water mark of the Kalamazoo River, subject to flowage rights for 99 years as granted January 28, 1890, by instrument recorded in the office of the Register of Deeds of Allegan County, Michigan, in Liber 111 of Deeds, at Page 76, and subject to right-of-way as reserved in deed recorded in Liber 487 of Deeds on Page 112; and subject to right-of-way granted Texaco-Cities Service Pipe Line Company as set forth in instrument recorded in Liber 509 of Deeds on Page 553; (Subject to rights-of-way heretofore granted Consumers Power Company to erect and maintain electric lines on, over and across the above described lands as now located).

Lot 15 of Lasher's Addition to the Village (now City) of Plainwell, according to the plat thereof of record and on file in the office of the Register of Deeds for said County, together with riparian rights to the center of the Kalamazoo River lying between extensions northerly or the easterly and westerly lines of said Lot 15.

LIBER 805 PAGE 630

See attached legal description

RECORDED
MAR 9 10:32 AM 1972
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

*You are Further Notified* that the undersigned Wolverine Rentals, Inc.

will claim a lien upon the foregoing described premises, and any and all additions, alterations and improvements thereto for any amounts now and hereafter owing and unpaid to the undersigned for the performance of such labor, or for the furnishing of such materials, or both. You are further notified that you may at any time retain from any moneys due or to become due to the original contractor, an amount sufficient to pay all demands owing or unpaid to any sub-contractor, material man or laborer, who files this notice with you. The original contractor shall, whenever any payment of money shall become due from you, or whenever he desires to draw any money from you on such contract make out and give to you or your agent a statement under oath of the number and names of every sub-contractor or laborer in his employ, and of every person furnishing material, giving the amount, if anything, which is due or to become due to them, or any of them, for work done or materials furnished, and you may retain out of any money then due, or to become due to the contractor, an amount sufficient to pay all demands that are due or to become due to such sub-contractors, laborers and material men, as shown by the contractor's statement, and pay the same to them according to their respective rights, and all payments so made shall, as between you and such contractor be considered the same as if paid to such original contractor.

Dated at Kalamazoo, Michigan

January 17, 1972

Wolverine Rentals, Inc.

by Robert L. Borsos

Robert L. Borsos its Attorney
2413 West Main Street

LIBER 805 PAGE 631

## PROOF OF SERVICE

STATE OF MICHIGAN, } ss.
COUNTY OF _____ }

_____, being duly sworn, deposes and says that on _____, 19____, at _____, State of Michigan, he served a Notice on _____, by then and there delivering to _____ a Notice of Furnishing Labor or Material, the foregoing being a true copy of the Notice so served.

_____

Subscribed and sworn to before me _____, 19____

_____

Notary Public, _____ County, Michigan

My Commission Expires: _____

## PROOF OF MAILING

STATE OF MICHIGAN, } ss.
COUNTY OF KALAMAZOO }

Iverna Shelton, being duly sworn, deposes and says that on January 17, 1972, he served a Notice, the foregoing Notice of Furnishing Labor or Material being a true copy thereof, upon Plainwell Paper Company, Inc. by enclosing the same in a sealed envelope, plainly addressed to the said Plainwell Paper Company, Inc. at 200 Allegan Street, Plainwell, Michigan that being his post office address, and mailing the same by certified mail with all fees fully prepaid. The receipt for mailing is attached hereto.

Iverna Shelton
Iverna Shelton

Subscribed and sworn to before me JAN 17, 1972.

Robert L. Borsos
Shirley I. Borsos Robert L. Borsos

Notary Public, Kalamazoo County, Michigan

My Commission Expires: ~~February 6, 1973~~ July 9, 1975

Malpractice Statute

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.

☐ Show to whom, date and address where delivered ☐ Deliver ONLY to addressee

**RECEIPT**

*Received the numbered article described below.*

REGISTERED NO.

CERTIFIED NO. 241132

INSURED NO.

DATE DELIVERED 1-18-72

1. SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) Plainwell Paper Co Inc
2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
3. SHOW WHERE DELIVERED (only if requested)

Robert Borsos

DOUBLEDAY BROS. & CO., KALAMAZOO, MICHIGAN

LIBER 782 PAGE 560 QUIT CLAIM DEED

WEYERHAEUSER COMPANY, a corporation organized under the laws of the State of Washington, whose address is 11th & A Streets, Tacoma, Washington 98401, IN CONSIDERATION OF Less than One Hundred Dollars ($100.00), CONVEYS AND QUIT CLAIMS TO PLAINWELL PAPER CO., INC., whose address is 200 Allegan Street, Plainwell, Michigan 49080, a Michigan corporation, the following described lands and premises situated in the City of Plainwell and Townships of Gun Plains and Otsego, County of Allegan, and State of Michigan, viz:

Commencing at the southwest corner of Lot 16 of Lasher's Addition to the Village (now City) of Plainwell, Michigan, according to the Plat thereof of record and on file in the office of the Register of Deeds for said County, said point being 462 feet northerly of the north line of Allegan Street; thence westerly 226.4 feet to a point 495 feet northerly of the north line of Allegan Street, measured along a line parallel with the east line of Prospect Avenue, as shown on the Plat of Riverview Addition, according to the plat thereof of record and on file in the office of the Register of Deeds for said County; thence southerly parallel with the east line of Prospect Avenue as shown on the Plat of said Riverview Addition, to a point 437.25 feet northerly of the north line of said Allegan Street, measured along a line parallel with the east line of said Prospect Avenue; thence westerly 99 feet to a point 437.25 feet northerly, as measured along the easterly line of said Prospect Avenue, of the north line of Allegan Street and on the east line of said Prospect Avenue; thence northerly on the easterly line of said Prospect Avenue and the northerly extension thereof to the Kalamazoo River; thence southeasterly along said River to the northwest corner of Lot 16 of said Lasher's Addition; thence along the west line of said Lot 16 to the place of beginning;

That part of Michigan Avenue and Prospect Avenue, as shown on the Plat of Riverview Addition, according to the Plat thereof of record and on file in the office of the Register of Deeds for said County, lying north of the south lines of Lot 21, Block 2, and Lots 25 and 40, Block 1, of said Riverview Addition, extended east across said streets;

Also, any and all rights of ingress or egress to and from the following described property located in the Township of Otsego, Allegan County, Michigan, viz:

All that part of the east half of Section 24, T 1 N, R 12 W, lying west and south of the Kalamazoo River and north of a line commencing at a point 2078.3 feet north of the south 1/4 post of said Section 24, thence east 377 feet, thence north 264 feet, thence east 255 feet to the low water mark of the Kalamazoo River, subject to flowage rights for 99 years as granted January 28, 1890, by instrument recorded in the office of the Register of Deeds of Allegan County, Michigan, in Liber 111 of Deeds, at Page 76; and subject to right-of-way as reserved in deed recorded in Liber 487 of Deeds on Page 112; and subject to right-of-way granted Texaco-Cities Service Pipe Line Company as set forth in instrument recorded in Liber 509 of Deeds on Page 553; (Subject to rights-of-way heretofore granted Consumers Power Company to erect and maintain electric lines on, over and across the above described lands as now located).

Lot 15 of Lasher's Addition to the Village (now City) of Plainwell, according to the plat thereof of record and on file in the office of the Register of Deeds for said County; together with riparian rights to the center of the Kalamazoo River lying between extensions northerly of the easterly and westerly lines of said Lot 15.

Grantor by this instrument hereby intends and does hereby quit claim to

LIBER 782 PAGE 561

Grantee herein all interest owned by it in any lands situated in the City of Plainwell, Township of Gun Plains or Township of Otsego, Allegan County, Michigan, not heretofore conveyed by it to Grantee herein.

Signed in presence of:

Francis A. Kareker

Valerie L. Keeling

Dated: 12/11, 1970

WEYERHAEUSER COMPANY

By George H. Weyerhaeuser
George H. Weyerhaeuser
Its President

STATE OF Washington )
) ss
COUNTY OF Pierce )

On this 11th day of December, 1970, before me, a Notary Public in and for said County, appeared George H. Weyerhaeuser to me personally known, who, being by me duly sworn, did say that he is the President of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors; and said George H. Weyerhaeuser acknowledged said instrument to be the free act and deed of said corporation.

(notarial seal)

Notary Public
Pierce County, Washington
My comm. exp. 8/12/73

RECORDED
Dec 15 11 12 AM 1970
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

This instrument drafted by:
Stapleton-Adams, P.C.
113 North Church Street
Kalamazoo, Michigan 49006

November 18th,1963 LIBER 781 PAGE 753 325 11/18/63

The following Ordinance was introduced by Councilman Hansen which was supported by Councilman Shattuck for adoption:

ORDINANCE NO.149

An Ordinance for the vacating of Mill Street in the City of Plainwell

The City of Plainwell Ordains:

Section 1. Whereas petition was duly filed by the Hamilton Paper Company requesting the vacating of Mill street located in Whitney's Addition in the City of Plainwell lying between Lots One to Eleven inclusive of said Addition and said paper company owns all said Lots, and

Whereas, this City Council ordered a public hearing on same to be held at the council meeting on November 18,1963 for which notice had been duly published for four successive weeks in the Plainwell Enterprise, for the purpose of hearing and considering all objections, if any, to the vacating of Mill Street, and

Whereas no one appeared for said hearing and this City Council has duly considered the request for vacating Mill Street and determined the merits of the petition, and it appearing to this City Council that subject to reservations concerning the storm sewer main said petition should be granted.

12/3/70 This is a true Copy Acting clk-Treas.

Section 2. Therefore, this City Council does ordain by Ordinance to be known as No.149 that Mill Street lying between Lots One to Eleven inclusive, Whitney's Addition in the City of Plainwell be and hereby is declared vacated,(said street known as River Street when said Addition was platted in 1866.)

Section 3. This Ordinance shall be in effect November 25th,1963.

Upon voting on said Ordinance it carried unanimously. 4 YEAS and NO, Nays. ****

Attest: Mayor Richard Farr ..... Clerk Fannie M Pell

Moved by Councilman Haugen and supported by Councilman Shattuck that the meeting be adjourned. The motion carried unanimously. 8:15 P.M.

city clerk-Treasurer

**** Copies of Ordinance No.149 were sent to Auditor General,Mich.State Highway Dept.,&Register of Deeds at Allegan.

DECEMBER 9th,1963 12/9/63

The regular Plainwell City Council meeting was held Monday evening December 9th,1963 at 7:00 P.M. with all members present,Mayor Farr and Councilmen Hansen, Haugen,Kauffman and Shattuck. Also Supt. Cook and Clerk Pell present.

The meeting was called to order by Mayor Farr and the clerk's reports of the November 11th and 18th meetings approved as given, excepting omit "by the Hamilton Paper Company" regards relocating storm sewer main on Mill Street.

The financial report for the month of November 1963 read as follows:

| Funds | Receipts | Disbursements | Balances |
|---|---|---|---|
| General | 8,805.70 | 3,726.07 | 31,493.35 |
| Highway | 7,131.68 | 10,653.70 | -23,489.64 |
| Parking Meter Fd | 341.80 | 67.11 | 1,983.46 |
| Sewer | 5,346.87 | 839.03 | 15,049.58 |
| Water | 7,093.94 | 1,841.21 | 65,800.08 |
| Recreation | ..... | 6.70 | 895.18 |
| Water Improvement | ..... | ..... | 61,053.59 |
| Water "Bonds&Int | ..... | ..... | 5,726.26 |
| Sewage " " | ..... | ..... | 700.00 |
| School | 2,314.15 | 2,376.51 | ..... |
| Social Security | 181.01 | ..... | 380.10 |
| Withholding Tax | 603.18 | 603.18 | ..... |
| Mich.Hosp.Service | 78.41 | 78.41 | ..... |

Moved by Councilman Haugen and supported by Councilman Kauffman that the financial report be accepted as read and placed on file. The motion carried unanimously.

Moved by Councilman Kauffman and supported by Councilman Shattuck that the police report for November be placed on file. The motion carried unanimously.

Moved by Councilman [illegible]

RECORDED

DEC 3 10 15 AM 1970

REGISTER OF DEEDS ALLEGAN COUNTY, MICH.

11 240K

LIBER 781 PAGE 747

DEED

This indenture made the 25th day of November, 1970,

WITNESSETH that Weyerhaeuser Company, a corporation organized under the laws of the State of Washington, and whose address is 11th & A Streets, Tacoma, Washington 98401, for a consideration of one dollar and other good and valuable consideration does

CONVEY AND QUITCLAIM TO Plainwell Paper Co., Inc., whose address is 200 Allegan Street, Plainwell, Michigan 49080, the lands and premises in the City of Plainwell and Townships of Gun Plains and of Otsego, County of Allegan, State of Michigan, described in Exhibit A which is attached hereto and incorporated herein by reference, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all conditions, restrictions, limitations, and easements of record, and subject to all liens for real property taxes and assessments not due and payable before the date hereof, grantor for itself and for its successors does covenant, promise, and agree to and with the grantee herein, its successors and assigns that it has not made, done, executed, or suffered any act or acts, thing or things whatsoever whereby said premises or any part or parcel thereof now or at any time thereafter shall or may be impeached, charged, or encumbered in any way whatsoever.

IN WITNESS WHEREOF the said corporation has caused these presents to be signed in its name by its Senior Vice President and sealed with its corporate seal the day and year first written.

Signed, Sealed and Delivered in the presence of:

WEYERHAEUSER COMPANY

Francis A. Kareken

By Joseph E. Nolan
Its Senior Vice President

Jane S. Pauw

ALL those certain pieces or parcels of land situate and being in the City of Plainwell and Township of Otsego, all in the County of Allegan and State of Michigan, and described as follows, to-wit:

Lots 1 to 12 inclusive and Lots 49, 50, 51 and Northeasterly half of Lot 52 of Whitney's Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof; Lot 49 being subject to flowage rights of Consumers Power Company;

ALSO, Lots 25 to 40 inclusive of Block 1 and Lots 16 to 30 inclusive of Block 2 of Riverview Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof, together with the Reversion of River Street and that part of Michigan Avenue and Prospect Avenue lying North of the South line of Lots 21, 25 and 40 if extended East across said streets; subject to flowage rights of Consumers Power Company;

ALSO, Commencing at the SW corner of Lot 16 of Lasher's Addition to the Village (now City) of Plainwell, Michigan, said point being 462 feet N'ly of North line of Allegan Street, thence W'ly 226.4 feet to a point 495 feet N'ly of North line of Allegan Street, thence S'ly to a point 437.25 feet N'ly of North line of said Street, thence W'ly 99 feet to a point 437.25 feet N'ly of North line of Allegan Street, thence N'ly to Kalamazoo River, thence SE'ly along said River to NW corner of Lot 16 of Lasher's Addition, thence along West line of Lot 16 to beginning; AND, Commencing at the SW corner of Lot 25, Block 2, Riverview Addition, Village (now City) of Plainwell, thence NW'ly ppl. with North line of Allegan Street 463 feet to what was formerly known as the Fair Ground, thence N. 31 degrees 37 minutes East along E'ly line of said Fair Ground to the Kalamazoo River, thence SE'ly up said River to the NW corner of said Riverview Addition, thence S. 31 degrees 37 minutes West along West line of said Addition 189 feet to beginning; subject to flowage rights of Consumers Power Company;

ALSO, Lot 15, except the North 6 feet; and Lot 16, except the South 26 feet, all of Lasher's Addition to the Village (now City) of Plainwell, Michigan, according to the recorded plat thereof;

ALSO, the N'ly 50 feet of Lots Numbered 43, 44 and 45, Corporation Plat, Village (now City) of Plainwell; and all of Lots Numbered 46, 47 and 48 of said Corporation Plat, Village (now City) of Plainwell; and Lot Numbered 120, except the South 264 feet thereof; and also all of Lots Numbered 47, 48 and 120 of said Corporation Plat, subject to flowage rights of Consumers Power Company;

ALSO, Lot 75 of Corporation Plat, Village (now City) of Plainwell, except that part lying NE'ly of the Mill Race and Water Weir;

ALSO, Beginning on the S'ly bank of the Kalamazoo River at the intersection of said S'ly bank and a line drawn 8 feet W'ly of and ppl. with the East line of the West 1/4 of Lot 26 of the Corporation Plat of the Village (now City) of Plainwell, according to the recorded plat thereof, running thence South

along said ppl. line to a point approximately 105 feet North of the South line of said Lot 26, being also the NE corner of the Generator Building, thence S'ly along the outside face of the E'ly wall of said Generator Building 19 feet, more or less, to the SE corner thereof, thence W'ly along the outside face of the S'ly wall of said Generator Building 9.3 feet to the NW'ly corner of the Service Building of Consumers Power Company, thence SW'ly along the outside face of the NW'ly wall of said Service Building 2.5 feet, thence S'ly along the outside face of the West wall of said Service Building to the SE'ly face of the concrete retaining wall at the S'ly side of the fore bay of the Race leading under the aforementioned Generator Building, thence SW'ly along the SE'ly face of said retaining wall to the E'ly edge of the Main Race, thence N'ly along the E'ly edge of said Main Race extended NW'ly across the fore bay of the Race leading under said Generator Bldg. to the S'ly bank of the Kalamazoo River, thence E'ly along the said S'ly bank to the place of beginning, being a part of the following described land: Lot 27 and the West 1/4 of Lot 26 of the Corporation Plat of the Village (now City) of Plainwell, and land bounded on the North by the Kalamazoo River, on the East by said Lot 27 and on the South and West by the Mill Race and Waste Weir;

ALSO, the land through which the water in the Mill Race runs for the transmission of water power owned by Plainwell Water Power Company, said Mill Race being located in Sections 30, 29 and 32, Town 1 North, Range 11 West, in the Village of Plainwell (now City) and Township of Gun Plains;

(The above being in the City of Plainwell, or Twp. of Gun Plains, Allegan County, Michigan.)

AND ALSO, All that part of the East half of Section 24, T1N, R12W lying West and South of the Kalamazoo River and North of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Sec. 24, thence East 377 feet, thence North 264 feet, thence East 255 feet to the low water mark of the Kalamazoo River, subject to flowage rights for 99 years as granted January 28, 1890 by instrument recorded in the office of the Register of Deeds of Allegan County, Michigan in Liber 111 of Deeds at Page 76, and subject to right-of-way as reserved in deed recorded in Liber 487 of Deeds on Page 112; and subject to right-of-way granted Texaco-Cities Service Pipe Line Company as set forth in instrument recorded in Liber 509 of Deeds on Page 553;

(The above being in the Township of Otsego, Allegan County, Michigan);

(Subject to rights-of-way heretofore granted Consumers Power Company to erect and maintain electric lines on over and across the above described lands as now located.)

ALL as described in Deed dated May 1, 1961 by and between Hamilton Paper Company, a corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, and Hamilton Paper Company, a Washington corporation, together with the reversion of vacated Mill Street. Recorded May 11, 1961, Liber 638 of Deeds Page 538 to 541 inclusive.

THOSE certain pieces or parcels of land, situated in the City of Plainwell, County of Allegan and State of Michigan, known and described as follows:

Northerly Six (6) feet of Lot 15

Also that part of Lot 16 lying below contour of Kalamazoo River

Lasher's Addition to the Village of Plainwell (now City) Section 30, T1N R11W, according to the recorded plat thereof, together with riparian rights to the center of the Kalamazoo River.

AS described in Quitclaim Deed dated October 9, 1961, from the City of Plainwell the Hamilton Paper Company, a Washington corporation, recorded in Liber 648 of Deeds Page 331.

Lot 44 of Corporation Plat of the Village (now City) of Plainwell, Michigan, except the Northerly 50 feet thereof.

(Being same premises also described as metes and bounds description under instrument recorded in Liber 618 on Page 542.)

AS described in Deed dated November 7, 1961, from Barbara L. Mol to the Hamilton Paper Company, a Washington corporation, recorded in Liber 652 of Deeds Page 269.

Lot 45 of Corporation Plat of the Village (now City) of Plainwell, Allegan County, Michigan, except a strip of land 50 feet in width off the Northeasterly end of said lot.

(In original Corporation Plat by error there were two lots designated as Lot 47 in said Plat, and above parcel should have been Lot 45 and is now correctly assessed as Lot 45, and metes and bounds description as set forth in instruments recorded in Liber 237 of Deeds on Page 314; Liber 250 of Deeds on Page 356 and Liber 610 on Page 548 actually describes Lot 45 of Corporation Plat except a strip of land 50 feet in width off the NE'ly end of said lot.)

AS described in Deed dated October 24, 1961, from Ethel M. Parsons, et al, to Hamilton Paper Company, a Washington corporation, recorded in Liber 679 of Deeds Page 419.

Lot 43 of Corporation Plat of the Village (now City) of Plainwell, according to the recorded plat thereof, except the North 50 feet.

AS described in Deed dated November 14, 1963, from Florence Olive Rhodes, to Hamilton Paper Company, a Washington corporation, recorded in Liber 680 of Deeds Page 320.

Lot 53 and the Southerly half of the Easterly half of Lot 52 of Whitney's Addition to the Village (now City) of Plainwell, according to the recorded plat thereof.

AS described in Deed dated August 19, 1963, from Helen Sweney to Hamilton Paper Company, a Washington corporation, recorded in Liber 676 of Deeds Page 386.

Lot Numbered 55 of Whitney's Addition to the Village (now City) of Plainwell, according to the recorded plat thereof.

AS described in Deed dated May 24, 1961, from Clarence R. Knowlton and wife to Hamilton Paper Company, a Washington corporation, recorded in Liber 639 of Deeds Page 408.

RECORDED
Dec 3 10 09 AM 1970
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

11 250K

LIBER 781 PAGE 752

State of Washington)
) ss.
County of Pierce )

On this 25th day of November, in the year of our Lord, 1970, before me, a Notary Public in and for said county, appeared Joseph E. Nolan, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of the corporation named in and which executed the within instrument and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its board of directors and said Joseph E. Nolan acknowledged that said instrument to be the free act and deed of said corporation.

R. M. Raudebaugh
Notary Public for the State of Washington

My commission expires 6/12/73.

R. M. RAUDEBAUGH NOTARY PUBLIC AUG. 12, 19?? WASHINGTON

STATE OF WASHINGTON
County of Pierce. } ss.

No. 2376

I, DON PERRY, County Clerk (and also Clerk of the Superior Court of the State of Washington in and for the County of Pierce, the same being a court of record of the aforesaid county, having by law a seal) to hereby certify that R. M. Raudebaugh, Esquire whose name is subscribed to the foregoing certificate of acknowledgement, proof or affidavit, was at the time of taking said acknowledgement, proof, or affidavit, a Notary Public duly commissioned and sworn and residing in said county, and was, as such, an officer of said state, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgement of deeds and other instruments in writing to be recorded in said state, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting, and verily believe that the signature to the foregoing certificate is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at TACOMA, in said county, this 25th day of November, 1970.

County Clerk and Ex-Officio Clerk of said Superior Court.

**EXHIBIT A**
to
UCC Fixture Filing
between
Congress Financial Corporation (Central),
as Secured Party
and
Plainwell Inc., as Debtor

This financing statement covers the following types (or items) of property of Debtor:

A. All facilities and fixtures now or hereafter owned by Debtor, or in which Debtor has or may have an interest, including, without limitation, facilities and fixtures now or hereafter located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, the land situated in Allegan County, Michigan described in detail on Exhibit B annexed hereto and made a part hereof (the "Land") and all buildings, structures, additions, improvements, tenements, hereditaments, rights, privileges, interests and appurtenances of every nature whatsoever, now or at any time hereafter situated on the Land or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing (all such other property hereinafter are collectively referred to as the "Fixtures"), and all of the right, title and interest of Debtor in and to any of the Fixtures which may be subject to security agreements;

B. All present and future books, records, ledger cards, computer programs, documents, other property and general intangibles evidencing or relating to any of the above, any other collateral or any account debtor, together with the file cabinets or containers in which the foregoing are stored; and

C. All products and proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All terms used above shall have the meanings set forth in the Uniform Commercial Code, unless otherwise defined therein.

LIBER 1898 PAGE 158

EXHIBIT B
to
UCC Fixture Filing
between
Congress Financial Corporation (Central),
as Secured Party
and
Plainwell, Inc., as Debtor

SEE ATTACHED.

13049-2

EXHIBIT A-1

The land referred to is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

PROPERTY IS ALSO LOCATED IN OTSEGO TOWNSHIP

PARCEL A: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89 DEGREES 48' 33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19' 13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89 DEGREES 48' 33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00 DEGREES 19' 13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 48' 33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING.

P.P. 0355-020-001-10

PARCEL B-1: COMMENCING NORTH 58 DEGREES 23' WEST 171.82 RODS FROM THE EAST QUARTER POST OF SECTION 30; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 150 FEET; THENCE SOUTH 31 DEGREES 37' WEST 475 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 84 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-00

PARCEL B-2: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST 176.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 165 FEET; THENCE NORTH 58 DEGREES 23' WEST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-10

PARCEL C-1: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST, 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING. EXCEPTING AND RESERVING A STRIP OF LAND 183.3 FEET WIDE OFF THE WESTERLY SIDE THEREOF.

P.P. 0355-030-077-20

PARCEL C-2: PART OF THE NORTH 1/2 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: THE EAST 91 2/3 FEET OF THE WEST 183 1/3 FEET OF THE FOLLOWING DESCRIBED PREMISES; COMMENCING AT A POINT NORTH

58 DEGREES 23' WEST 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640.0 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING.

P.P. 0355-030-077-30

PARCEL D: COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL; THENCE WESTERLY ALONG THE NORTH LINE OF WEST ALLEGAN STREET 165 FEET; THENCE NORTHERLY 462 FEET; THENCE EASTERLY 165 FEET TO THE WEST LINE OF LASHER'S ADDITION; THENCE SOUTHERLY TO THE PLACE OF BEGINNING, BEING IN THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-080-00

PARCELS 1, 2 AND 3: LOT 43 TO 48, INCLUSIVE, CORPORATION PLAT AND LOT 75, CORPORATION PLAT, EXCEPT THAT PART LYING WEST OF LOT 27 AND NORTHEASTERLY OF THE MILL RACE AND LOT 120, CORPORATION PLAT AND ALSO LOTS 1-12 AND LOTS 49-59, WHITNEY ADDITION. ALSO LOTS 1-16 LASHERS ADDITION.

P.P. 0355-160-043-00

PARCEL 4: VACATED RIVER STREET LOCATED IN RIVERVIEW ADDITION, ALSO THAT PART OF MICHIGAN AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF A LINE CONNECTING THE SOUTHERLY SIDE OF LOT 25, BLOCK 1, AND SOUTHERLY SIDE OF LOT 21, BLOCK 2, RIVERVIEW ADDITION, ALSO THAT PART OF PROSPECT AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF SOUTHERLY EXTENSION OF SOUTHERLY LINE OF LOT 40, BLOCK 1, RIVERVIEW ADDITION, ALSO LOTS 25 THRU 40, BLOCK 1, ALSO LOTS 16 THRU 30, BLOCK 2, RIVERVIEW ADDITION.

P.P. 0355-280-013-00

PARCEL 5: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION; THENCE NORTHWESTERLY PARALLEL WITH ALLEGAN STREET 463 FEET; THENCE NORTH 31 DEGREES 32' EAST TO THE LEFT BANK OF KALAMAZOO RIVER; THENCE SOUTHERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF RIVERVIEW ADDITION; THENCE SOUTH 31 DEGREES 37' WEST ALONG THE WEST LINE OF SAID ADDITION, 189 FEET TO POINT OF BEGINNING, SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-076-00

PARCEL 6: ALL THAT PART OF THE EAST 1/2, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND DESCRIBED AS: COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION; THENCE EAST 377 FEET; THENCE NORTH 264 FEET; THENCE EAST 255 FEET, TO THE LOW WATER MARK OF THE KALAMAZOO RIVER THENCE NORTHERLY AND WESTERLY ALONG SAID LOW WATER MARK OF THE KALAMAZOO RIVER TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. SECTION 24, TOWN 1 NORTH, RANGE 12 WEST. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

P.P. 0317-024-047-00

PARCEL 7: COMMENCING ON THE WEST LINE OF LASHER'S ADDITION 495 FEET ON SAID ADDITION LINE FROM THE CENTER LINE OF ALLEGAN STREET; THENCE NORTH 58 DEGREES 23' WEST 231 FEET; THENCE SOUTH 31 DEGREES 37' WEST 57.25 FEET; THENCE NORTH 58 DEGREES 23' WEST 99 FEET TO THE EAST LINE OF RIVERVIEW ADDITION; THENCE NORTH 31 DEGREES 37' EAST TO LEFT BANK OF THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF LOT 16, LASHER'S ADDITION; THENCE SOUTHWESTERLY TO BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

PARCEL 7 WAS FORMERLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, MICHIGAN, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY, SAID POINT BEING 462 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET;

THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE AS SHOWN ON THE PLAT OF SAID RIVERVIEW ADDITION, TO A POINT 437.25 FEET NORTHERLY OF THE NORTH LINE OF SAID ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID PROSPECT AVENUE; THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY, AS MEASURED ALONG THE EASTERLY LINE OF SAID PROSPECT AVENUE, OF THE NORTH LINE OF ALLEGAN STREET AND ON THE EAST LINE OF SAID PROSPECT AVENUE; THENCE NORTHERLY ON THE EASTERLY LINE OF SAID PROSPECT AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ALONG SAID RIVER TO THE NORTHWEST CORNER OF LOT 16 OF SAID LASHER'S ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING.

P.P. 0355-030-078-00

EXHIBIT A-2

The land referred to is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

PARCEL A: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89 DEGREES 48' 33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19' 13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89 DEGREES 48' 33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00 DEGREES 19' 13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 48' 33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING.

P.P. 0355-020-001-10

43 p95.

LIBER 1898 PAGE 112

91-2

RECORDED

9 NOV 1999 2:05:32 PM

JOYCE A. WATTS
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

# MORTGAGE

200 Allegan Street and 901 Lincoln Parkway, Plainwell, Michigan

[Allegan County, Michigan]

THIS MORTGAGE SECURES FUTURE ADVANCES AND IS INTENDED TO BE A FUTURE ADVANCE MORTGAGE, AS BOTH OF THOSE PHRASES ARE DEFINED IN 1990 MICH. PUB. ACTS 348, AS AMENDED

THIS MORTGAGE is made and executed as of the 5th day of November, 1999 by PLAINWELL INC., a Delaware corporation, with an office at 1270 Northland Drive, Suite 300, Mendota Heights, Minnesota 55120 ("Mortgagor"), and delivered to CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation, having an office at 150 South Wacker Drive, Chicago, Illinois 60606-4401 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is the owner of certain fee simple interests in real property and the buildings and improvements thereon, together with related rights as further described herein; and

WHEREAS, Mortgagor has entered into certain financing arrangements with Mortgagee pursuant to which Mortgagee has made and may make loans and advances and has provided and will provide other financial accommodations to Mortgagor as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Mortgagor and Mortgagee (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, substituted for or replaced, the

DPW

93773

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"Loan Agreement") and the other Financing Agreements (as hereinafter defined); and

WHEREAS, Mortgagor, by this Mortgage, intends to secure and does hereby secure all indebtedness and other obligations of Mortgagor to Mortgagee as hereinafter further described, including (a) all existing and future indebtedness, liabilities and obligations of Mortgagor to Mortgagee, up to the aggregate principal amount of FIFTY FIVE MILLION DOLLARS ($55,000,000) at any time and from time to time outstanding, and (b) all other existing and future indebtedness, obligations and liabilities of Mortgagor to Mortgagee, including, without limitation, all interest on such principal sum, costs, expenses and attorneys' fees accruing or incurred in connection therewith, as hereinafter further described.

NOW, THIS INDENTURE WITNESSETH, that the foregoing recitals being hereinafter deemed incorporated by reference and made a part hereof as if again set forth at length, Mortgagor, in consideration of the Financing Agreements (as hereinafter defined) and the extension of credit pursuant thereto, and to secure the Obligations (as hereinafter defined) and in consideration of the further sum of One ($1.00) Dollar unto Mortgagor in hand well and truly paid by Mortgagee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and intending to be legally and firmly bound hereby, has mortgaged, warranted, granted, bargained, assigned, sold, alienated, released, conveyed and confirmed, and by these presents does mortgage, warrant, grant, bargain, assign, sell, alien, release, convey and confirm unto Mortgagee and its successors and assigns, for the benefit of Mortgagee and its successors and assigns, all of Mortgagor's right, title and interest in and to the following property, rights and interests and the proceeds thereof (hereinafter collectively referred to as the "Mortgaged Property"):

A. THE LAND. The land (the "Land") described in detail in Exhibits A-1 and A-2 annexed hereto and incorporated herein and made a part of this document for all purposes.

B. THE IMPROVEMENTS: TOGETHER WITH (i) all the buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and (ii) all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to

any such personal property or fixtures, which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (hereinafter called the "Improvements").

C. EASEMENTS; TOGETHER WITH all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, permits and consents, division rights (if any), and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property described in Paragraphs A and B hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

D. TOGETHER WITH (1) all of the estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in Paragraphs A, B and C hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in Paragraphs A, B and C hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other disposition of the property described in Paragraphs A, B and C hereof or any part thereof; and , except as provided in Sections 1.6(b) or 1.7, Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and (if it so elects) to apply the same toward the payment of the Obligations, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (2) all contract rights, general intangibles, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the property described in Paragraphs A, B and C above; (3) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the property described in Paragraphs A, B and C.

E. TOGETHER WITH all rents, income and other benefits to which Mortgagor may now or hereafter be entitled from the property described in Paragraphs A, B and C hereof (the "Rents") to be applied against the Obligations; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred, to collect and use such Rents as they become due and payable, but not more than one month in advance thereof. Upon the occurrence of any such Event of Default, the permission hereby given to Mortgagor to collect such Rents from the property described in Paragraphs A, B and C hereof shall terminate and such permission shall not be reinstated upon a cure of such Event of Default without Mortgagee's specific written consent.



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The foregoing provisions hereof shall constitute an absolute and present assignment of the Rents from the property described in A, B and C above, subject, however, to the conditional permission given to Mortgagor to collect and use such Rents as hereinabove provided; and the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of the Mortgagee hereunder.

F. TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the property described in Paragraphs A, B and C hereof (the "Leases"), together with all security therefor and all monies payable thereunder, and all books and records which contain payments made under the leases and all security therefor, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the Rents arising under any such lease. Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this Paragraph.

G. TOGETHER WITH (1) Mortgagor's rights to further encumber the property described in Paragraphs A, B and C above for debt, and (2) all of Mortgagor's rights to enter into any lease or lease agreement.

All of the property described in Paragraphs A, B, C, D, E, F and G above, and each item of property therein described, is hereinafter referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to and for the proper use and benefit of Mortgagee, its successors and assigns, forever.

This Mortgage is executed and delivered by Mortgagor to secure all of the loans, advances, obligations, liabilities and indebtedness now or hereafter owing by Mortgagor to Mortgagee arising under or in connection with the Loan Agreement or the other Financing Agreements, including, without limitation, the following (collectively referred to herein as the "Obligations"):

(A) all obligations, liabilities and indebtedness of Mortgagor in respect of "Revolving Loans" (consisting of advances, repayments and readvances) and "Letter of Credit Accommodations" to or for the account of or otherwise owed by Mortgagor; and

(B) all interest, costs and expenses (including reasonable attorneys' fees and expenses), other charges and fees provided to be paid by Mortgagor herein and in the other



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Financing Agreements, advances made by Mortgagee to protect or preserve the Mortgaged Property, any part thereof, or the interests of Mortgagee therein or for payment of taxes, assessments, insurance premiums and other amounts as provided therein and herein;

provided, however, that the maximum principal amount of the Obligations at any time secured hereby shall be the principal sum of FIFTY FIVE MILLION DOLLARS ($55,000,000) at any time and from time to time outstanding, plus all interest under the Financing Agreements, costs and expenses (including reasonable attorneys' fees and expenses), other charges and fees provided to be paid in the Financing Agreements and herein, advances made by Mortgagee to protect or preserve the Mortgaged Property, any part thereof, or the interests of Mortgagee therein or for payment of taxes, assessments, insurance premiums and other amounts as provided therein and herein. In no event shall the limitation on the principal amount of Obligations secured hereby limit or impair the security interests and liens of Mortgagee in property of Mortgagor as provided under the other Financing Agreements.

THIS INSTRUMENT IS INTENDED TO BE A FUTURE ADVANCE MORTGAGE, AS SUCH TERM IS DEFINED IN ACT 348 OF THE PUBLIC ACTS OF MICHIGAN OF 1990, AS AMENDED.

The Loan Agreement, together with all agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith, including, but not limited to, this Mortgage, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, are collectively referred to herein as the "Financing Agreements".

## ARTICLE ONE

## COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee, or any successor in title as holder of the Obligations secured hereby, as follows:

1.1 Payment and Performance. Mortgagor shall perform and observe and shall comply with all provisions of the Financing Agreements and shall promptly pay to Mortgagee all Obligations required to be paid by Mortgagor under the Financing Agreements when payment shall become due.

1.2 Status of Title. Mortgagor represents, warrants and covenants that (a) Mortgagor is and at all times shall continue to be lawfully seized of an indefeasible estate in fee simple in

the Land and the buildings and improvements thereon, and has good and absolute title to the Mortgaged Property subject to the Permitted Encumbrances (defined below), and has good right, full power and lawful authority to convey, assign, mortgage or encumber the Mortgaged Property as provided herein and Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with and subject to the terms hereof; (b) the Mortgaged Property is and at all times shall continue to be free and clear of all liens, security interests, and encumbrances whatsoever except those liens, security interests and encumbrances described in Exhibit B annexed hereto (the "Permitted Encumbrances"); (c) Mortgagor will maintain and preserve the lien of this Mortgage as a first and prior lien, subject only to the Permitted Encumbrances and Mortgagee shall, subject to Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Mortgaged Property, until the Obligations have been indefeasibly paid in full; (d) this Mortgage is and at all times shall continue to be a valid and binding obligation enforceable in accordance with the terms contained herein, and the execution and delivery hereof does not contravene any contract or agreement to which Mortgagor is a party or by which Mortgagor or any of its properties may be bound and does not contravene any law, order, decree, rule or regulation to which Mortgagor is subject; and (e) the Land has not been subdivided and is a "parent parcel," but not a "parent tract," within the meaning of MCLA §560.102, as amended from time to time. Mortgagor has not conveyed any of its division rights with respect to the Land, and the Land is a separate parcel from all other property for purposes of property tax assessments.

1.3 Compliance with Laws. Mortgagor covenants and warrants that the Mortgaged Property presently complies in all material respects with and shall continue to comply in all material respects with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and Environmental Laws (as hereinafter defined) and regulations and other applicable laws, rules and regulations. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such covenant, ordinance, code, law or regulation, Mortgagor will provide Mortgagee with a copy of such notice promptly.

1.4 Taxes and Other Charges.

(a) Mortgagor shall pay, or cause to be paid, prior to the time any interest or penalty may be imposed due to late payment, all taxes, assessments, water rates, sewer rentals, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances and other charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Property or any part thereof, or upon Mortgagor's interest in the Rents thereof, or upon this Mortgage

or the Obligations or upon or against the interest of Mortgagee in the Mortgaged Property, whether any or all of such items be levied directly or indirectly, as well as income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property (all of the foregoing herein referenced to as "Taxes" or individually as a "Tax") and Mortgagor shall deliver to Mortgagee, before such payments would become delinquent, receipted bills evidencing payment therefor. Notwithstanding anything to the contrary contained herein, Mortgagor shall have the right, at its own expense and after prior written notice to Mortgagee, by appropriate proceedings duly instituted and diligently prosecuted, to contest in good faith the validity or amount of any such Taxes in the manner provided by law, in which event, Mortgagor shall:

(i) pay in full, under protest in the manner provided by law, any Tax that Mortgagor may desire to contest, or

(ii) withhold the payment thereof, if contest of any Tax may be made without the payment thereof, provided, however, that:

(A) such contest may be pursued at all times without Mortgagor risking the sale or forfeiture of the Mortgaged Property or any part thereof, or any interest therein, to satisfy such Tax;

(B) Mortgagor has, prior to the date the amount of such Tax shall be increased by reason of interest, penalties or costs, notified Mortgagee in writing of the intention of Mortgagor to contest the same;

(C) Mortgagor shall have furnished Mortgagee from time to time as Mortgagee may request such security or bond or indemnification reasonably satisfactory to Mortgagee for the final payment and discharge thereof and an additional sum to cover possible interest, costs and penalties; and

(D) in the event of a ruling or adjudication adverse to Mortgagor, Mortgagor shall promptly pay such Tax, plus any interest, penalty or additional charge thereon; and

(iii) all costs and expenses incidental to any such contest shall be paid by Mortgagor.

(b) Notwithstanding anything to the contrary, in order to more fully protect the security afforded hereby, at any time while an Event of Default exists Mortgagor, upon request of Mortgagee, shall, at Mortgagee's request, shall pay to Mortgagee on the first day of each month (or, at its option, Mortgagee may charge on the first day of each month any account of Mortgagor maintained with Mortgagee) together with, and in addition to all other sums from time to time payable on the Obligations, until the Obligations at any time secured hereby shall have been fully paid, a sum equal to one-twelfth (1/12) of the annual taxes, municipal water rates if a lien against the Mortgaged Property, sewer rents and assessments, if any, levied or to be levied against the Mortgaged Property and of the fire and other hazard insurance premiums next becoming due (all hereinafter referred to as the "Charges") all as estimated by Mortgagee, so that Mortgagee shall have sufficient funds to pay the Charges on the first day of the month preceding the month in which they become due. If, from time to time, Mortgagee shall reasonably determine that the balance of the funds held by it or on its behalf to pay the Charges is or will be insufficient to pay any of the Charges when the same shall become due, Mortgagor shall pay to Mortgagee, on demand, any amount necessary to remedy any deficiency. Mortgagee shall hold all amounts to pay the Charges before same become delinquent, with the right, however, of Mortgagee to apply any sum so received as hereinafter provided. If there is a default under any of the provisions of this Mortgage resulting in a public sale of any of the Land covered hereby, or if Mortgagee acquires any of the Land otherwise after default, Mortgagee shall have the right to apply the balance then remaining in the funds accumulated to pay the Charges, either as a credit against the balance of the Obligations then remaining unpaid or to the payment of any of the Charges without any obligation to account therefor to Mortgagor. The funds held by Mortgagee under this Paragraph may be commingled with the general funds of Mortgagee who shall not be liable for interest thereon. Mortgagee, in its discretion, may at any time terminate, or thereafter reinstate, any requirement for such payments. Nothing contained in this Paragraph shall be deemed to limit Mortgagee's right under the Loan Agreement to establish, at any time while the Obligations remain outstanding, a reserve to pay the Charges against loans otherwise available to Mortgagor, it being understood and agreed by Mortgagor that the right of Mortgagee to establish an escrow under this Paragraph shall be an alternative to and not in lieu of Mortgagee's right to establish such a reserve.

(c) In the event of passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in effect governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting taxes so as to adversely affect Mortgagee, then, unless Mortgagor is able to take such action as is necessary to

insure, to Mortgagee's satisfaction, that its security in the Mortgaged Property is not adversely affected by any such legislative change within ten (10) days after written notice of such change by Mortgagee, the entire balance of the Obligations including all interest accrued thereon shall without further notice become due and payable forthwith at the option of Mortgagee.

(d) Mortgagor shall not claim, demand or be entitled to receive any credit, against the principal or interest payable on the Obligations for so much of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof or that are applicable to the Obligations or to the interest in the Mortgaged Property of Mortgagee. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Obligations, this Mortgage or any other instrument securing the Obligations.

1.5 Mechanics' and Other Liens. Mortgagor shall not permit any mechanics' or other liens to be filed or to exist against the Mortgaged Property by reason of work, labor, services or materials supplied or claimed to have been supplied to, for or in connection with the Mortgaged Property or to Mortgagor or anyone holding the Mortgaged Property or any part thereof through or under Mortgagor; provided, however, that if any such lien shall at any time be filed, Mortgagor shall, within thirty (30) days after notice of the filing thereof but subject to the right of contest as set forth herein, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise and, during any period of construction, builder's risk and worker's or workman's compensation insurance covering contractors and subcontractors for such amounts as may be required by Mortgagee. Notwithstanding anything to the contrary contained herein, Mortgagor shall have the right, at its own expense and after prior written notice to Mortgagee, by appropriate proceedings duly instituted and diligently prosecuted, to contest in good faith the validity, applicability or amount of any such lien if Mortgagor establishes an escrow or other security acceptable to Mortgagee (or, at its option, Mortgagee may establish a reserve against loans otherwise available to Mortgagor or its affiliates) in an amount reasonably estimated by Mortgagee to be adequate to cover the payment of the amount being contested with interest, costs and penalties and an additional sum to cover possible interest, costs and penalties; and, if the amount of such escrow or other security (or reserve) is insufficient to pay any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, Mortgagor shall pay such deficiency no later than the date such judgment becomes final.

1.6 Insurance.

(a) Mortgagor shall, at its expense, obtain for, deliver to, assign and maintain for the benefit of Mortgagee as an additional insured, during the life of this Mortgage, insurance policies in such amounts as Mortgagee may reasonably require, upon and relating to the Mortgaged Property against personal injury and death, loss or damage by fire, vandalism and theft and such other insurable hazards, casualties and contingencies (including, without limitation, loss of rentals and business interruption), as are normally and usually covered by extended coverage, all risk policies in effect where the Mortgaged Property is located and all other insurance of the kinds and in the amounts customarily insured against or carried by corporations of established reputation engaged in the same or similar business and similarly situated including flood insurance in the amount of the maximum available coverage, if the Mortgaged Property or any part thereof is in an area designated by the Department of Housing and Urban Development, the Federal Insurance Administration or other governmental agency, as subject to special flood risks, whether pursuant to the Flood Disaster Protection Act of 1973, any successor statute or otherwise. Mortgagor shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be reasonably acceptable to Mortgagee. The insurance required herein may be included in blanket policies maintained by Mortgagor. All such policies and renewals thereof shall be held by Mortgagee and shall contain a non-contributory standard mortgagee's endorsement making losses payable to Mortgagee as its interests may appear. Not less than thirty (30) days prior to the expiration date of the insurance policies required to be maintained by Mortgagor, Mortgagor shall deliver to Mortgagee one or more certificates of insurance evidencing renewal of the insurance coverage required hereunder plus such other evidence of payment of premiums therefor as Mortgagee may request. In the event of loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the Secured Obligations, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee. All such policies shall provide that (i) they shall not be subject to cancellation or modification without at least thirty (30) days prior written notice to Mortgagee, (ii) they shall not be invalidated as to Mortgagee by any act or neglect of the Mortgagor or other insured and (iii) the insurance carrier waives subrogation, if such waiver of subrogation can be obtained at rates which are determined by Mortgagee to be commercially reasonable.

(b) Pursuant to its rights granted hereunder in all proceeds from any insurance policies, Mortgagee is hereby

authorized and empowered (but not obligated) at its option to act as attorney-in-fact for Mortgagor in adjusting, settling or compromising any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee alone and not to Mortgagor and Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection or handling of such funds, Mortgagee may apply the net proceeds, at its option, either as a credit on any portion of the Obligations whether then matured or to mature in the future, or at the sole option of Mortgagee such sums either wholly or in part may be paid over to Mortgagor to be used to repair such improvements or to build new improvements in their place or for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Pursuant to its rights granted hereunder in all proceeds from any insurance policies, Mortgagee is hereby authorized and empowered (but not obligated) at its option to act as attorney-in-fact for Mortgagor in adjusting, settling or compromising any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee alone and not to Mortgagor and Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection or handling of such funds, Mortgagee may apply the net proceeds, at its option, either as a credit on any portion of the Obligations whether then matured or to mature in the future, or at the sole option of Mortgagee such sums either wholly or in part may be paid over to Mortgagor to be used to repair such improvements or to build new improvements in their place or for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure provided that such failure was not caused by Mortgagee's own gross negligence or wilful misconduct (as determined by a final nonappealable order of a court of competent jurisdiction). Notwithstanding anything to the contrary set forth herein, in the event any of the Mortgaged Property shall be lost or physically damaged or destroyed, and provided no Event of Default or act, condition or event which with notice or passage of time or both would constitute an Event of Default shall exist or have occurred and be continuing, (i) if the casualty resulted in a payment of insurance proceeds not in excess of $500,000, then upon written request of Mortgagor, Mortgagee shall release to Mortgagor the

net cash proceeds from insurance received by Mortgagee, (ii) if the casualty resulted in a payment of insurance proceeds in excess of $500,000 but not more than $1,500,000, then upon written request of Mortgagor, Mortgagee shall release to Mortgagor the net cash proceeds from insurance received by Mortgagee solely for the purpose of Mortgagor's effecting the repair, refurbishing or replacement of the Mortgaged Property so lost, damaged or destroyed, provided that the following additional conditions precedent shall also have been satisfied in full: (A) the amount of the net cash insurance proceeds must be sufficient, in Mortgagee's determination, to effect in a satisfactory manner Mortgagor's proposed repair, refurbishing or replacement of the Mortgaged Property so lost, damaged or destroyed and (B) the insurance carrier making payment of such proceeds shall have waived any right of subrogation against Mortgagor under the policy(ies) insuring against such loss, damage or destruction and (iii) if the casualty resulted in a payment of insurance proceeds in excess of $1,500,000, then the net cash proceeds from insurance received by Mortgagee shall be applied either as a credit on any portion of the Obligations whether then matured or to mature in the future, or at the sole option of Mortgagee such sums either wholly or in part may be paid over to Mortgagor to be used to repair such improvements or to build new improvements in their place or for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place as previously provided above.

(c) If Mortgagor does not provide Mortgagee with evidence of the insurance coverage required by this Mortgage or fails to make the payments that may be requested pursuant to Paragraph 1.6(c) hereof, or if Mortgagor fails, after request by Mortgagee, to make the payments described in Paragraph 1.6(c) hereof, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Mortgagee purchases may not pay any claim that Mortgagor may make or any claim that is made against Mortgagee in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Mortgaged Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the Obligations. The cost of such insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

1.7 Eminent Domain. Mortgagor, promptly upon obtaining knowledge of the institution of any eminent domain or other proceedings for the condemnation of the Mortgaged Property, or any portion thereof, shall notify Mortgagee of the pendency of such proceedings. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through eminent domain or other condemnation proceedings and is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to eminent domain or condemnation and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are included in the Mortgaged Property and Mortgagee, after deducting therefrom all its expenses including attorneys' fees and expenses, may release any monies received by it to Mortgagor without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the Obligations. Subject to applicable law, any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Mortgagee may require. Notwithstanding any such condemnation, Mortgagor shall continue to pay interest on the entire unpaid principal amount of the Obligations. If prior to the receipt by Mortgagee of such award or payment the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Notwithstanding anything to the contrary set forth herein, in the event any of the Mortgaged Property shall be subject to eminent domain or other proceedings for the condemnation of the Mortgaged Property, and provided no Event of Default or act, condition or event which with notice or passage of time or both would constitute an Event of Default shall exist or have occurred and be continuing, (i) if the award or payment for eminent domain or other proceedings for the condemnation of the Mortgaged Property resulted in a payment of an award or payment not in excess of $500,000, then upon written request of Mortgagor, Mortgagee shall release to Mortgagor the net cash proceeds from such award or payment received by Mortgagee, (ii) if the award or payment for eminent domain or other proceedings for the condemnation of the Mortgaged Property resulted in a payment of an award in excess of $500,000 but not more than $1,500,000, then upon written request of Mortgagor, Mortgagee shall release to Mortgagor the net cash proceeds from such award or payment received by Mortgagee solely for the purpose of Mortgagor's effecting the repair, refurbishing

or replacement of the Mortgaged Property subject to an award for eminent domain or other proceedings for the condemnation of the Mortgaged Property, provided that the amount of the net cash award or payment must be sufficient, in Mortgagee's determination, to effect in a satisfactory manner Mortgagor's proposed repair, refurbishing or replacement of the Mortgaged Property so lost as a result of eminent domain or other proceedings for the condemnation of the Mortgaged Property and (iii) if the award or payment for eminent domain or other proceedings for the condemnation of the Mortgaged Property resulted in a payment of an award or payment in excess of $1,500,000, then the net cash proceeds from the award or payment received by Mortgagee shall be applied either as a credit on any portion of the Obligations whether then matured or to mature in the future, or at the sole option of Mortgagee such sums either wholly or in part may be paid over to Mortgagor to be used to repair such improvements or to build new improvements in their place or for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place as previously provided above.

1.8 Care of Mortgaged Property.

(a) Mortgagor shall preserve and maintain, or cause to be preserved and maintained, the Mortgaged Property used or useful in Mortgagor's business including all appurtenances thereto in good and substantial repair and condition ordinary wear and tear excepted and in compliance with the requirements, if any, of the Permitted Encumbrances, at its own cost, and will from time to time make, or cause to be made, all repairs, replacements, renewals and payments necessary to continue to maintain the Mortgaged Property in such state of repair, condition and compliance. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Except as otherwise provided in this Mortgage or as contemplated by the Financing Agreements, no part of the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor shall have the right, without such consent, but only to the extent permitted under, and in compliance with, the Loan Agreement, to remove and dispose of free from the lien of this Mortgage any part of the Mortgaged Property consisting of equipment and fixtures as from time to time may become worn out or obsolete; provided that, if such equipment or fixtures are used or useful in Mortgagor's business, either simultaneously with or prior to such removal, any such property shall be replaced with other property of equal utility prior to the Mortgaged Property

becoming worn out or obsolete and free from any security interest of any other person. Any substituted property shall be deemed to be part of the Mortgaged Property and shall be subject to the lien of this Mortgage.

(c) Mortgagee may enter upon and inspect the Mortgaged Property, prior to an Event of Default during reasonable times upon prior notice, and after the occurrence of an Event of Default or in the case of emergency, at any time during the life of this Mortgage.

(d) If any material part of the Mortgaged Property shall be lost, damaged or destroyed by fire or any other cause, Mortgagor shall give immediate written notice thereof to Mortgagee and, if Mortgagee has, pursuant to Section 1.6(b), exercised its option to pay over to Mortgagor the proceeds of any insurance to be used to restore the damaged Mortgaged Property, Mortgagor shall promptly restore the Mortgaged Property to the equivalent of its condition immediately prior to the casualty giving rise to the restoration. If a part of the Mortgaged Property shall be lost, physically damaged, or destroyed through condemnation and provided Mortgagee has exercised its option set forth in Section 1.7 hereof to pay over to Mortgagor the proceeds of any condemnation awards to be used to restore, repair or alter the remaining property, Mortgagor shall promptly restore, repair or alter the remaining property in a manner satisfactory to Mortgagee.

1.9 Rents and Leases. (a) Subject to the terms of this Article, Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents thereon, and grants Mortgagor the right to collect the Rents. Mortgagor shall hold the Rents, or an amount sufficient to discharge all current sums due on the Obligations, in trust for use in the payment of the Obligations. The right of Mortgagor to collect the Rents may be revoked by Mortgagee upon the occurrence of any Event of Default by Mortgagor under the terms of this Mortgage by giving notice of such revocation to Mortgagor. Following such notice, Mortgagee may retain and apply the Rents toward payment of the Obligations in such priority and proportions as Mortgagee, in its discretion, shall deem proper.

(b) Mortgagor shall not, without the prior written consent of Mortgagee, make or suffer to be made, any Leases or amend, cancel, modify, accept the surrender of, subordinate, accelerate the payment of rents to, or change the terms of any renewal option of any Leases or accept prepayments of installments of Rent for a period of more than one (1) month in advance (except that Mortgagor may accept security deposits in respect of the Leases in excess of such amount) or further assign the whole or any part of the Rents or permit or suffer an assignment or sublease without the consent of Mortgagee. In

respect of any Lease relating to the Mortgaged Property, Mortgagor will (i) fulfill or perform each and every material provision thereof on its part to be fulfilled or performed and any other provision a breach of which would give a party thereto the right to terminate any such lease; (ii) promptly send copies of all notices of default which it shall send or receive thereunder to Mortgagee, and (iii) enforce, short of termination thereof, the performance or observance of the material provisions thereof.

(c) In addition to the rights which Mortgagee may have herein, in the event of the occurrence of any Event of Default under this Mortgage and the failure of Mortgagor to vacate and surrender possession of the Mortgaged Property within fifteen (15) days of the written request of Mortgagee, Mortgagee, at its option, may require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property occupied by Mortgagor. Upon default in any such payment, Mortgagor will vacate and surrender possession of the Mortgaged Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

(d) Mortgagee, or a receiver, while in possession of the Mortgaged Property shall have the right to manage same, to pay commissions for the collection of rents, to retain five (5%) percent of the Rents in payment for the services of Mortgagee in relation to the Mortgaged Property, to make, cancel, enforce or modify Leases, to obtain and evict tenants, to fix or modify rents, to demolish any part or all of the Mortgaged Property which in the judgment of Mortgagee may be in an unsafe condition and dangerous to life and property, and to make repairs and improvements to the Mortgaged Property all as shall be, in Mortgagee's or receiver's discretion, necessary or convenient to protect Mortgagee's interests hereunder. Mortgagee may advance monies to the receiver for such purposes and any monies so expended or advanced shall be added to the Obligations and secured by this Mortgage. Mortgagee, at its option, may repay such monies out of the rents actually collected. Mortgagee or receiver shall have the right to collect both the Rents which may have accrued before the occurrence of an Event of Default hereunder or from the time Mortgagee or receiver takes possession, but are unpaid at the time of such default or taking of possession, and the Rents which may accrue after such default or taking of possession. Mortgagee, or receiver, while in possession of the Mortgaged Property, shall only be liable to account for Rents actually received.

(e) The taking of possession and collection of Rents by Mortgagee as aforesaid shall not be construed to be an affirmation of any Lease of the Mortgaged Property or any part

thereof, and Mortgagee or any other purchaser at any foreclosure sale may (if otherwise entitled to do so) exercise the right to terminate any Lease as though such taking of possession and collection of Rents had not occurred.

(f) To the extent granted herein, Mortgagor shall, from time to time upon the request of Mortgagee, specifically assign to Mortgagee, as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all Leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document required by Mortgagee to perfect the foregoing assignment as to any such lease.

(g) Mortgagor represents that all Leases, if any, are presently in full force and effect and that no default exists thereunder. As any such Lease shall expire, Mortgagor shall so notify Mortgagee in order that at all times, Mortgagee shall have a current list of all Leases.

(h) The assignment contained in the granting clauses hereof shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose under this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof), and Mortgagor shall comply with and observe its obligations as landlord under all Leases.

1.10 Environmental Compliance.

(a) For purposes of this Paragraph 1.10, "Environmental Laws" shall mean all applicable Federal, State and local laws (including common law), legislation, rules, codes, licenses, permits (including any conditions imposed therein), authorizations, judicial or administrative decisions, injunctions or agreements between Mortgagor and any governmental authority, (A) relating to pollution and the protection, preservation or restoration of the environment (including air, water vapor, surface water, ground water, drinking water, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or to human health or safety; (B) relating to the exposure to, or the use, storage, recycling, treatment, generation, manufacture, processing, distribution,

transportation, handling, labeling, production, release or disposal, or threatened release, of Hazardous Materials; or (C) relating to all laws with regard to record keeping, notification, disclosure and reporting requirements respecting Hazardous Materials, and including, without limitation, (1) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act, the Federal Water Pollution Control Act of 1972, the Federal Clean Water Act, the Federal Clean Air Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the Federal Solid Waste Disposal and the Federal Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Federal Safe Drinking Water Act of 1974, (2) applicable state counterparts to such laws including, but not limited to the Natural Resources and Environmental Protection Act, MCLA 324.101 et. seq., and (3) any common law or equitable doctrine that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of or exposure to any Hazardous Materials, and (i) "Hazardous Materials" shall mean any hazardous, toxic or dangerous substances, materials and wastes, including, without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, biological substances, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of material defined as a pollutant or contaminant under any applicable Environmental Law (including, without limitation, materials which include hazardous constituents), sewage, sludge, industrial slag, solvents and/or any other similar substances, materials, or wastes and including any other substances, materials or wastes that are or become regulated under any Environmental Law (including, without limitation, any that are or become classified as hazardous or toxic under any Environmental Law).

(b) Except as set forth in the Loan Agreement, Mortgagor has not generated, used, stored, treated, transported, manufactured, handled, produced or disposed of any Hazardous Materials, on or off the Mortgaged Property in any manner which at any time violates any applicable Environmental Law or any license, permit, certificate, approval or similar authorization issued to Mortgagor thereunder and the operations of Mortgagor comply in all material respects with all applicable Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations thereunder, except for any non-compliance with respect to or violation of any of the foregoing that has not resulted, and could not reasonably expected to result, in a material adverse effect on Mortgagor's business, operations, assets or financial condition.

(c) Except as set forth in the Loan Agreement, there is no investigation, proceeding, complaint, order, directive,

claim, citation or notice (each, an "Environmental Claim") by any governmental authority or any other person pending or, to the best of Mortgagor's knowledge, threatened, with respect to any non-compliance with or violation of the requirements of any applicable Environmental Law by Mortgagor, nor has there been any release, spill or discharge of any Hazardous Material on the Mortgaged Property or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Materials or any other environmental matter which affects Mortgagor or its business, operations or assets or financial condition or on any properties at which Mortgagor has transported, stored or disposed of any Hazardous Materials.

(d) Except as set forth in the Loan Agreement, Mortgagor has no liability (contingent or otherwise) in connection with a release, spill or discharge, threatened or actual, of any Hazardous Materials or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Materials (any such liability, an "Environmental Liability"), except for any Environmental liability which has not resulted, and could not reasonably be expected to result in a material adverse effect on Mortgagor's business, operations, assets or financial condition.

(e) Except as set forth in the Loan Agreement, Mortgagor has all licenses, permits, certificates, approvals or similar authorizations required to be obtained or filed in connection with the operations of Mortgagor under any Environmental Law and all of such licenses, permits, certificates, approvals or similar authorizations are valid and in full force and effect.

(f) Except as set forth in the Loan Agreement, the Mortgaged Property has never been used by Mortgagor or, to the best knowledge of Mortgagor, by any prior owner of the Mortgaged Property as (A) a dump site for Hazardous Materials or (B) a storage (whether temporary or permanent) site for Hazardous Materials.

(g) Mortgagor shall, at all times, comply in all material respects with all Environmental Laws.

(h) Mortgagor shall establish and maintain, at its expense, a system to effectuate and monitor its continued compliance with all applicable Environmental Laws in all of its operations, which system shall include annual reviews of such compliance by employees or agents of the Mortgagor who are familiar with the requirements of Environmental Laws. Copies of all environmental surveys, audits, assessments, feasibility studies and results of remedial investigations and remediation programs shall be promptly furnished, or caused to be furnished, by Mortgagor to Mortgagee. Mortgagor shall take prompt and

appropriate action to respond to any non-compliance with any of the Environmental Laws and shall regularly report to Mortgagee on each such response.

(i) Mortgagor shall give both oral and written notice to Mortgagee promptly upon Mortgagor's receipt of any notice of, or Mortgagor's otherwise obtaining actual knowledge of, (i) the occurrence of any event involving the release, spill or discharge, threatened or actual, of any Hazardous Material in violation of any Environmental Law or (ii) any investigation, proceeding, complaint, order, directive, claims, citation or notice with respect to: (A) any non-compliance with or violation of any Environmental Law by Mortgagor or (B) the release, spill or discharge, threatened or actual, of any Hazardous Material or (C) the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Materials not in compliance with all Environmental Laws or (D) any other environmental, health or safety matter, which affects Mortgagor or its business, operations or assets or the Mortgaged Property in any way that has or would have a Material Adverse Effect.

(j) Without limiting the generality of the foregoing, whenever Mortgagee reasonably determines that there is non-compliance, or any condition which requires any action by or on behalf of Mortgagor in order to avoid any non-compliance, with any Environmental Law, Mortgagor shall, at Mortgagee's request and Mortgagor's expense: (i) cause an independent environmental engineer acceptable to Mortgagee to conduct such tests of the site where Mortgagor's non-compliance or alleged non-compliance with such Environmental Laws has occurred as to such non-compliance and prepare and deliver to Mortgagee a report as to such non-compliance setting forth the results of such tests, a proposed plan for responding to any environmental problems described therein, and an estimate of the costs thereof and (ii) provide to Mortgagee a supplemental report of such engineer whenever the scope of such non-compliance, or Mortgagor's response thereto or the estimated costs thereof, shall change in any material respect.

(k) Upon Mortgagee's receipt of any notice from any person or entity, including, but not limited to, the Environmental Protection Agency, asserting the existence of any Hazardous Materials on, or any violation of any Environmental Laws pertaining to the Mortgaged Property that, if true, could result in an order, suit or other action against Mortgagor and/or any part of the Mortgaged Property by any governmental agency or otherwise that, in the opinion of Mortgagee, could jeopardize its security under this Mortgage, Mortgagee shall have the right, but not the obligation, to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise

deal with, any such Hazardous Materials or violation of any Environmental Laws. Any and all sums expended by Mortgagee for such purposes, together with interest thereon at the post-default rate of interest set forth in the Loan Agreement shall be immediately due and payable by Mortgagor and shall be indebtedness secured by this Mortgage.

(l) Mortgagor shall indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, invitees, representatives, successors and assigns, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and legal expenses) directly or indirectly arising out of or attributable to the use, generation, manufacture, reproduction, storage, release, threatened release, spill, discharge, disposal or presence of a Hazardous Material on the Mortgaged Property, including, without limitation, the costs of any repair, cleanup or other remedial work required under any Environmental Law or by any governmental authority with respect to the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans.

(m) Notwithstanding anything to the contrary herein or in any other document evidencing, securing or setting forth the terms of the Obligations, nothing shall give Mortgagee the right to influence or direct hazardous waste disposal decisions or treatments, such being the sole responsibility of Mortgagor.

(n) The terms and provisions of this Paragraph 1.10 shall survive indefinitely, notwithstanding any payment of the indebtedness secured hereby or any satisfaction, cancellation or release of this Mortgage.

1.11 Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments or further assurances, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the Obligations of Mortgagor under this Mortgage and the other Financing Documents, and the lien of this Mortgage as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee as agent and attorney-in-fact of Mortgagor to do so.

1.12 Security Agreements and Financing Statements.

(a) Mortgagor (as Debtor) hereby grants to Mortgagee (as Creditor and Secured Party) a security interest in and continuing lien upon all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property.

(b) Mortgagor shall execute any and all such documents, including without limitation, financing statements pursuant to the Uniform Commercial Code of the State of Michigan (the "Uniform Commercial Code"), as Mortgagee may request, to preserve and maintain the priority of the lien created hereby on the portion of Mortgaged Property which may be deemed personal property or fixtures, and shall pay to Mortgagee on demand any expenses incurred by Mortgagee in connection with the preparation, execution and filing of any such documents. Mortgagor hereby authorizes and empowers Mortgagee to execute and file, on Mortgagor's behalf, all financing statements and refilings and continuations thereof as Mortgagee deems necessary or advisable to create, preserve and protect said lien. When and if Mortgagor and Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code financing statement affecting the Mortgaged Property, this Mortgage shall be deemed a security agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein and in the other Financing Agreements, (ii) governed by general law, or (iii) as to such part of the security which is also reflected in said financing statement, governed by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's election.

(c) Mortgagor and Mortgagee agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from the Mortgaged Property and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate encumbered by this Mortgage irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Mortgagee, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (A) rights in or to the proceeds of



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any fire and/or hazard insurance policy, or (B) any award in eminent domain or condemnation proceedings for a taking or for loss of value, or (C) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Mortgagee as determined by this instrument or impugning the priority of the lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of Mortgagee in the event any court or judge shall at any time hold with respect to (A), (B) and (C) that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government, must be filed in the Uniform Commercial Code records.

1.13 Assignment of Rents. (a) The assignment of Leases and Rents contained in the Granting Clauses of this Mortgage shall be (i) fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default, to all Rents from the property described in the Granting Clauses hereof whether or not Mortgagee takes possession of such property and (ii) upon the occurrence of an Event of Default, an irrevocable direction to and full authority to each lessee and sublessee under any Leases to pay all Rents to Mortgagee, without proof of the default relied upon and an automatic revocation of the permission hereby granted to Mortgagor to collect and use the Rents and any Rents collected by Mortgagor shall be held in trust for Mortgagee, and Mortgagor shall be a trustee with respect to all Rents received and shall hold these Rents for the account of Mortgagee, to be applied toward the Obligations. Mortgagor hereby irrevocably authorizes each lessee, sublessee, guarantor, person and entity to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee, of any Rents due or to become due. Mortgagor hereby further grants to Mortgagee the right, during the continuance of an Event of Default (A) to enter upon and take possession of the Mortgaged Property for the purpose of collecting the said Rents, (B) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Mortgagee, (C) to let the Mortgaged Property or any part thereof, and (D) to apply said Rents, after payment of all necessary charges and expenses, on account of the Obligations. Such assignment and grant shall continue in effect until the Obligations secured hereby are indefeasibly paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Mortgagee pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this Paragraph by Mortgagee nor the application of any such Rents, income or other



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benefits to the Obligations secured hereby, shall cure or waive any default or notice of Event of Default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

(b) Without limiting the effectiveness of the assignment set forth above, Mortgagee shall be entitled to all of the rights and benefits of MCLA § 554.231 et seq., as amended, and any successor provisions. Thus, as additional security, Mortgagor hereby assigns to Mortgagee: (i) the rents and profits of the Mortgaged Property; and upon the occurrence of any Event of Default, Mortgagee may receive and collect such rents and profits so long as such Event of Default shall exist, including during the pendency of any foreclosure proceedings and during any redemption period; and (ii) any lease, whether now in existence or which may hereafter come into existence during the term of this Mortgage (including any extensions hereof), covering all or any part of the Mortgaged Property. The collection of rents and profits of the Mortgaged Property by Mortgagee, pursuant to this Paragraph or otherwise, shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any Event of Default.

1.14 After-Acquired Mortgaged Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

1.15 Leases Affecting Mortgaged Property. To the extent granted herein, Mortgagor shall, from time to time upon the request of Mortgagee, specifically assign to Mortgagee, as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all Leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document required by Mortgagee to perfect the foregoing assignment as to any such lease.

1.16 Expenses. Mortgagor will pay to Mortgagee on demand all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, reasonable attorneys' fees and expenses, court costs, and all other reasonable costs and expenses of every character which have been incurred or which may hereafter be incurred by Mortgagee in connection with: (a) the preparation and execution of the Financing Agreements; (b) the funding and arranging of loans and

arranging or providing Letter of Credit Accommodations; (c) preparation for enforcement of the Financing Agreements, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of the Financing Agreements; (e) court or administrative proceedings of any kind to which Mortgagee may be a party, either as plaintiff or defendant, by reason of the Financing Agreements provided that such obligation to pay Mortgagee's expenses relating to court or administrative proceedings shall not apply to any court or administrative proceedings in which it is determined that Mortgagee's claim violated law or public policy (as determined by a final nonappealable order of a court of competent jurisdiction); (f) preparation for and actions taken in connection with Mortgagee's taking possession of the Mortgaged Property; (g) negotiations with Mortgagor or any of its affiliates, or any of its agents in connection with the existence or cure of any Event of Default; (h) any proposed refinancing of the Obligations secured hereby; (i) the transfer of the Mortgaged Property in lieu of foreclosure; and (j) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor or other person or entity which approval is required by the terms of this Mortgage or the other Financing Agreements. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless Mortgagee from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed thereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Mortgage, the other Financing Agreements or any of the Obligations, provided that such obligation to indemnify shall not apply to any losses, claims, liabilities, costs or expenses caused by Mortgagee's own gross negligence or wilful misconduct (as determined by a final non-appealable judgment of a court of competent jurisdiction). It is the intention of the parties hereto that the costs and expenses set forth in this Paragraph shall survive maturity, acceleration and entry of judgment and continue to accrue until such costs and expenses are paid in full by Mortgagor.

1.17 Mortgagee's Cure of Defaults. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Mortgage or the other Financing Agreements, without limiting Mortgagee's rights to establish availability

reserves for any of such matters at any time, Mortgagee may (but shall not be obligated to) advance funds for the account of Mortgagor to pay any such charges or items or perform or observe the same. In addition, Mortgagee may at any time and from time to time advance such additional sums as Mortgagee in its discretion may deem necessary to preserve and protect the Mortgaged Property or any portion thereof and to protect the security of this Mortgage. All such advanced costs and expenses incurred or paid by Mortgagee in connection therewith shall be due and payable on demand, shall bear interest at the post-default rate of interest payable under the Loan Agreement, shall be added to the Obligations and secured by the lien of this Mortgage. Mortgagee is hereby empowered to enter and authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. Payment by Mortgagee as authorized herein to the holder of any prior lien shall entitle Mortgagee to become subrogated to the claims of such party to the extent of all such payments. The production of a receipt by Mortgagee shall be prima facie proof of a payment or advance authorized hereby, and the amount and validity thereof.

1.18 Future Indebtedness of Mortgagor. Mortgagor covenants not to issue a cut-off notice to Mortgagee until all Obligations have been satisfied in full.

## ARTICLE TWO

## DEFAULTS

2.1 The term Event of Default, wherever used in this Mortgage, shall mean the occurrence of any "Event of Default" under the Loan Agreement.

## ARTICLE THREE

## REMEDIES

3.1 Acceleration of Maturity. If an Event of Default shall have occurred, then all of the Obligations shall, at Mortgagee's option, immediately become due and payable without notice or demand, time being of the essence hereof; and no omission on the part of Mortgagee to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.2 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the Obligations shall be due and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure or any other action

for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (a) to enforce payment of the Obligations or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property by advertisement or by judicial proceeding and by public or private sale; and (c) to pursue any other remedy available to it. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Mortgagee may determine.

3.3 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, (i) Mortgagor upon demand of Mortgagee shall forthwith surrender to Mortgagee possession of the Mortgaged Property and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter upon and take possession of the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor; and (ii) in the event Mortgagor fails to vacate and surrender possession of the Mortgaged Property within fifteen (15) days of the written request of Mortgagee, Mortgagor will pay monthly in advance to Mortgagee, on Mortgagee's entry into possession, or to any receiver appointed to collect the Rents of the Mortgaged Property, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Mortgagor, and upon default in any such payment will vacate and surrender possession of such part of the Mortgaged Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the Rents thereof, including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to (A) the payment of the Obligations; (B) the deposits for taxes and assessments and insurance premiums due; (C) the cost of insurance, taxes, assessments and proper charges upon the Mortgaged Property or any part thereof; (D) the expenses of operating, maintaining, repairing and improving the Mortgaged Property, including without limitation renting commissions and rental collection commissions paid to an agent of Mortgagee or of the receiver; and (E) the reasonable compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee.

(d) Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor only when all Obligations secured hereby and all amounts under any of the terms of this Mortgage shall have been indefeasibly paid in full and all defaults made good. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.



OTO

3.4 Leases. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

3.5 Purchase by Mortgagee. Upon any such foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the Mortgaged Property in its own absolute right without further accountability.

3.6 Application of Obligations Toward Purchase Price. Upon any such foreclosure sale, Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion or all of the Obligations due under the Financing Agreements, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, to the extent of the purchase price.

3.7 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees to the full extent permitted by law that in case of a default in its part hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

3.8 Receiver. If an Event of Default shall have occurred, Mortgagee to the extent permitted by law and without regard to the value or adequacy of the security for the Obligations secured hereby, shall be entitled as a matter of right if it so elects and without notice to Mortgagor to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all Rents thereof and apply the same as the court may direct (for purposes of this Paragraph, a breach of either

Paragraph 1.4 or 1.6 by Mortgagor shall constitute waste (although the meaning of the term "waste" shall not be limited to such breach) as provided by Act 236 of the Public Acts of Michigan of 1961, as amended, and shall entitle Mortgagee to all remedies provided for therein). The expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate the Mortgaged Property and to collect all Rents thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for the Rents actually received by Mortgagee, whether received pursuant to this Paragraph or Paragraph 3.3. Notwithstanding the appointment of any receiver or other custodian, Mortgagee, shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable to deliverable under the terms of this Mortgage to, Mortgagee.

3.9 Suits to Protect the Mortgaged Property. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of the Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, and (c) to restrain the enforcement of or compliance with any legislation or other government enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to the interest of Mortgagee.

3.10 Application of Monies by Mortgagee.

(a) Upon the occurrence of an Event of Default, Mortgagee shall be entitled to sue for and to recover judgment against Mortgagor for the whole amount of the Obligations due and unpaid together with costs and expenses, including without limitation, the compensation, expenses and disbursements of Mortgagee's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and the application for the proceeds of sale to the payment of the Obligations secured hereby, Mortgagee

shall be entitled to enforce payment from Mortgagor of all Obligations then remaining due and unpaid and to recover judgment against Mortgagor for any portion thereof remaining unpaid, with interest.

(c) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any such judgment by Mortgagee and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies or Mortgagee hereunder, but such lien, rights, powers or remedies shall continue unimpaired as before.

(d) Any monies collected or received by Mortgagee under this Paragraph 3.10 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, and the balance remaining shall be applied to the payment of the Obligations secured hereby in such order and priority as Mortgagee elects.

(e) The provisions of this Paragraph shall not be deemed to limit or otherwise modify the provisions of any guaranty of the Obligations of Mortgagor to Mortgagee.

3.11 Delay or Omission; No Waiver. No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

3.12 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any Obligations secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Financing Agreements; (d) releases any part of the Mortgaged Property from the lien of this Mortgage; (e) consents to the filing of any map, plat or replat of the Land; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the Obligations of Mortgagor or any other party liable for payment or performance of the Obligations. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent

Event of Default nor shall the lien of this Mortgage be altered hereby, except to the extent of releases as described in Subparagraph (d) above of this Paragraph 3.12.

3.13 Discontinuance of Proceedings; Position of Parties Restored. If the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

3.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Financing Agreements is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given under the Financing Agreements, or now or hereafter existing at law, in equity or by statute.

3.15 Defeasance. If Mortgagor shall pay or cause to be paid the Obligations secured hereby in accordance with the terms thereof, and shall comply with all the terms, conditions and requirements of the Financing Agreements and of this Mortgage, then upon complete and indefeasible payment and satisfaction thereof, this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor.

## ARTICLE FOUR

## TRANSFER OR FURTHER ENCUMBRANCE OF THE MORTGAGED PROPERTY

4.1 Transfer or Further Encumbrance of the Mortgaged Property. Except as provided in the Loan Agreement, in the event of any direct or indirect sale, conveyance, transfer, lease, pledge or further encumbrance of the Mortgaged Property or any interest in or any part of the Mortgaged Property or any further assignment of Rents from the Mortgaged Property without the prior written consent of Mortgagee then, at Mortgagee's option, Mortgagee may declare all Obligations of Mortgagor to be due and payable immediately without demand or notice. Mortgagor agrees that in the event the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage and the Obligations hereby secured without in any way vitiating or discharging Mortgagor's liability hereunder or under the Financing Agreements. No transfer or encumbrance of the Mortgaged Property or any interest therein and no forbearance or

assumption by any person with respect to this Mortgage and no extension to any person of the time for payment of the Obligations hereby secured given by Mortgagee shall operate to release, discharge, modify, change or affect the liability of Mortgagor either in whole or in part, unless Mortgagee specifically agrees in writing to the contrary.

## ARTICLE FIVE

## MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

5.2 Addresses for Notices, Etc.

All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to delivery the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be made to Mortgagee at its address set forth below and to Mortgagor at its chief executive office set forth below (or to such other address as either party may designate by written notice to the other in accordance with this provision):

If to Mortgagee: Congress Financial Corporation (Central)
150 South Wacker Drive
Chicago, Illinois 60606-4401
Attn: William H. Bloom

If to Mortgagor: Plainwell Inc.
1270 Northland Drive, Suite 300
Mendota Heights, Minnesota 55120
Attn: President

(a) Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

5.3 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

5.4 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage or in the Financing Agreements shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained therein shall be in no way affected, prejudiced or disturbed thereby; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

5.5 Changes, Etc.. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by Mortgagor and Mortgagee. The modification hereof or of any of the Financing Agreements or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage.

5.6 Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Michigan without regard to the choice of law provisions of such State.

5.7 Construction. The words "Mortgagor" and "Mortgagee" include singular or plural, individual or corporation, and the respective heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee, as the case may be. The use of any gender applies to all genders.

5.8 Conflicts. In case of any conflict between the provisions of this Mortgage relating to equipment and the Loan Agreement with respect to the same matter, the provisions of the Loan Agreement shall control. In case of any conflict between the provisions Section 1.10 of this Mortgage and Section 8.8 of the Loan Agreement with respect to the same matter, the provisions of the Loan Agreement shall control. In all other cases of conflicts between the provisions of this Mortgage and the provisions of the Loan Agreement, the provisions of this Mortgage shall control.

Consistent additional provisions shall not be considered conflicting provisions for purposes of this Paragraph.

5.9 WAIVER OF JURY TRIAL. MORTGAGOR HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS MORTGAGE OR THE OTHER FINANCING AGREEMENTS.

5.10 WAIVER OF COUNTERCLAIMS. MORTGAGOR WAIVES ALL RIGHTS TO INTERPOSE ANY CLAIMS, DEDUCTIONS, SETOFFS OR COUNTERCLAIMS OF ANY NATURE (OTHER THAN COMPULSORY COUNTERCLAIMS) IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE, THE OBLIGATIONS, THE MORTGAGED PROPERTY OR ANY MATTER ARISING THEREFROM OR RELATING HERETO OR THERETO. Nothing herein shall constitute a waiver by Mortgagor of any claims or causes of action that Mortgagor shall have that do not arise from or relate to the Loan Agreement, the other Financing Agreements, the Obligations or any other matter arising therefrom or relating hereto or thereto.

5.11 Statement of Obligations. After request by Mortgagee, Mortgagor, within ten (10) days and at its expense, will furnish Mortgagee with a statement, duly acknowledged and certified, setting forth the amount of the Obligations and the offsets or defenses thereto, if any.

5.12 Post-Judgment Interest, Rights and Remedies; Non-Merger. It is the intention of the parties hereto that (a) the interest rates set forth in the Loan Agreement and any evidence of indebtedness issued pursuant thereto shall survive maturity, acceleration and entry of judgment, and continue to accrue on the outstanding principal balance of the Obligations until such Obligations are paid in full, and (b) the covenants and obligations of the Mortgagor and the rights and remedies of the Mortgagee hereunder and under the Loan Agreement and any other instrument or obligation executed pursuant thereto shall not merge with or be extinguished by the entry of judgment hereunder or thereunder and such covenants, obligations, rights and remedies shall survive any entry of judgment and continue until payment in full of the indebtedness secured hereby.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed, under seal, by its duly authorized corporate officers on the date first above written.

IN THE PRESENCE OF:

Name: Daniel P. Greenstein
Witness

PLAINWELL INC.

By: _____
Name: Jeffrey A. Arnesen
Title: Senior Vice President

[CORPORATE SEAL]

Name: Joseph T. Wilkinson
Witness

THIS MORTGAGE WAS PREPARED
BY AND SHOULD BE RETURNED TO:
Daniel P. Greenstein, Esq.
Otterbourg, Steindler, Houston
& Rosen, P.C.
230 Park Avenue
New York, New York 10169

ACKNOWLEDGMENT

STATE OF NEW YORK )
) ss.:
COUNTY OF NEW YORK )

The foregoing instrument was executed and acknowledged before me this 4th day of November, 1999 by Jeffrey A. Arnesen, the Senior Vice President of Plainwell Inc., a Delaware corporation, on behalf of the corporation.

Daniel P. Greenstein
Notary Public

_____ County, N.Y.,
My Commission Expires:_____

DANIEL R GREENSTEIN
Notary Public, State of New York
No. 02GR6000864
Qualified in New York County
Commission Expires August 2, 2001



oro

EXHIBIT A-1

The land referred to is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

PROPERTY IS ALSO LOCATED IN OTSEGO TOWNSHIP

PARCEL A: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89 DEGREES 48' 33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19' 13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89 DEGREES 48' 33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00 DEGREES 19' 13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 48' 33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING.

P.P. 0355-020-001-10

PARCEL B-1: COMMENCING NORTH 58 DEGREES 23' WEST 171.82 RODS FROM THE EAST QUARTER POST OF SECTION 30; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 150 FEET; THENCE SOUTH 31 DEGREES 37' WEST 475 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 84 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-00

PARCEL B-2: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST 176.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 165 FEET; THENCE NORTH 58 DEGREES 23' WEST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-10

PARCEL C-1: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST, 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING. EXCEPTING AND RESERVING A STRIP OF LAND 183.3 FEET WIDE OFF THE WESTERLY SIDE THEREOF.

P.P. 0355-030-077-20

PARCEL C-2: PART OF THE NORTH 1/2 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: THE EAST 91 2/3 FEET OF THE WEST 183 1/3 FEET OF THE FOLLOWING DESCRIBED PREMISES; COMMENCING AT A POINT NORTH

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58 DEGREES 23' WEST 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640.0 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING.

P.P. 0355-030-077-30

PARCEL D: COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL; THENCE WESTERLY ALONG THE NORTH LINE OF WEST ALLEGAN STREET 165 FEET; THENCE NORTHERLY 462 FEET; THENCE EASTERLY 165 FEET TO THE WEST LINE OF LASHER'S ADDITION; THENCE SOUTHERLY TO THE PLACE OF BEGINNING, BEING IN THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-080-00

PARCELS 1, 2 AND 3: LOT 43 TO 48, INCLUSIVE, CORPORATION PLAT AND LOT 75, CORPORATION PLAT, EXCEPT THAT PART LYING WEST OF LOT 27 AND NORTHEASTERLY OF THE MILL RACE AND LOT 120, CORPORATION PLAT AND ALSO LOTS 1-12 AND LOTS 49-59, WHITNEY ADDITION. ALSO LOTS 1-16 LASHERS ADDITION.

P.P. 0355-160-043-00

PARCEL 4: VACATED RIVER STREET LOCATED IN RIVERVIEW ADDITION, ALSO THAT PART OF MICHIGAN AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF A LINE CONNECTING THE SOUTHERLY SIDE OF LOT 25, BLOCK 1, AND SOUTHERLY SIDE OF LOT 21, BLOCK 2, RIVERVIEW ADDITION, ALSO THAT PART OF PROSPECT AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF SOUTHERLY EXTENSION OF SOUTHERLY LINE OF LOT 40, BLOCK 1, RIVERVIEW ADDITION, ALSO LOTS 25 THRU 40, BLOCK 1, ALSO LOTS 16 THRU 30, BLOCK 2, RIVERVIEW ADDITION.

P.P. 0355-280-013-00

PARCEL 5: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION; THENCE NORTHWESTERLY PARALLEL WITH ALLEGAN STREET 463 FEET; THENCE NORTH 31 DEGREES 32' EAST TO THE LEFT BANK OF KALAMAZOO RIVER; THENCE SOUTHERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF RIVERVIEW ADDITION; THENCE SOUTH 31 DEGREES 37' WEST ALONG THE WEST LINE OF SAID ADDITION, 189 FEET TO POINT OF BEGINNING, SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-076-00

PARCEL 6: ALL THAT PART OF THE EAST 1/2, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND DESCRIBED AS: COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION; THENCE EAST 377 FEET; THENCE NORTH 264 FEET; THENCE EAST 255 FEET, TO THE LOW WATER MARK OF THE KALAMAZOO RIVER THENCE NORTHERLY AND WESTERLY ALONG SAID LOW WATER MARK OF THE KALAMAZOO RIVER TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. SECTION 24, TOWN 1 NORTH, RANGE 12 WEST. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

P.P. 0317-024-047-00

PARCEL 7: COMMENCING ON THE WEST LINE OF LASHER'S ADDITION 495 FEET ON SAID ADDITION LINE FROM THE CENTER LINE OF ALLEGAN STREET; THENCE NORTH 58 DEGREES 23' WEST 231 FEET; THENCE SOUTH 31 DEGREES 37' WEST 57.25 FEET; THENCE NORTH 58 DEGREES 23' WEST 99 FEET TO THE EAST LINE OF RIVERVIEW ADDITION; THENCE NORTH 31 DEGREES 37' EAST TO LEFT BANK OF THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF LOT 16, LASHER'S ADDITION; THENCE SOUTHWESTERLY TO BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

PARCEL 7 WAS FORMERLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, MICHIGAN, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY, SAID POINT BEING 462 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET;

THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE AS SHOWN ON THE PLAT OF SAID RIVERVIEW ADDITION, TO A POINT 437.25 FEET NORTHERLY OF THE NORTH LINE OF SAID ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID PROSPECT AVENUE; THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY, AS MEASURED ALONG THE EASTERLY LINE OF SAID PROSPECT AVENUE, OF THE NORTH LINE OF ALLEGAN STREET AND ON THE EAST LINE OF SAID PROSPECT AVENUE; THENCE NORTHERLY ON THE EASTERLY LINE OF SAID PROSPECT AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ALONG SAID RIVER TO THE NORTHWEST CORNER OF LOT 16 OF SAID LASHER'S ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING.

P.P. 0355-030-078-00

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EXHIBIT A-2

The land referred to is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

PARCEL A: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89 DEGREES 48' 33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19' 13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89 DEGREES 48' 33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00 DEGREES 19' 13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 48' 33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING.

P.P. 0355-020-001-10

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EXHIBIT B

Permitted Encumbrances

1. Taxes for the years 1999 and thereafter, not yet due and payable.

2. Rights, if any of the United States, the State of Michigan, other governmental entities, the public and other riparian owners in that part of the Mortgaged Property lying below the ordinary high water mark, as same affects Parcel 1, 2, 3, 4, 5, 6 and 7 of the Mortgaged Property.

3. Right of way to the City of Plainwell recorded in Liber 366 on page 229 as same affects Parcel 1, 2 and 3 of the Mortgaged Property.

4. Right of way to Texaco-Cities Service Pipe Line Company recorded in Liber 509 on page 553 as same affects Parcel 6 of the Mortgaged Property.

5. Right of Way to Michigan Gas Utilities Company recorded in Liber 978 on page 265 as same affects Parcel 1, 2 and 3 of the Mortgaged Property.

6. Right of Way to Consumers Power Company as recorded in Liber 240 on page 377 and Liber 240 on page 379, also notice of claim by Consumers Power Company as recorded in Liber 712 on page 367 as same affects Parcel 1, 2, 3, 4, 5 and 7 of the Mortgaged Property.

7. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of waters of Kalamazoo River as same affects Parcel 1, 2, 3, 4, 5, 6 and 7 of the Mortgaged Property.

8. Rights and interests of the United States, the State of Michigan, other governmental entities, the public and other riparian owners in that part of the Mortgaged Property lying within the bounds of the Kalamazoo River as established by its mean high water mark, as same affects Parcel 1, 2, 3, 4, 5, 6 and 7 of the Mortgaged Property.

9. Rights of the public and of any governmental unit in any part of the Mortgaged Property taken, used or deeded for street, road or highway purposes as same affects Parcel 1, 2, 3, 4, 6, 7, A, B-1, B-2, C-1, C-2 and D of the Mortgaged Property.



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10. Easement to Consumers Power Company as recorded in Liber 1356 on page 301 as same affects Parcel C-2 of the Mortgaged Property.

11. Easement to Consumers Power Company as recorded in Liber 158 on page 385 as same affects Parcel A of the Mortgaged Property.

12. Easement to Consumers Power Company as recorded in Liber 699 on page 71 as same affects Parcel 1, 2, 3, 4, 5 and 7 of the Mortgaged Property.

13. Easement to Consumers Power Company as recorded in Liber 1100 on page 196 as same affects Parcel A of the Mortgaged Property.

14. Flowage rights of Consumer Power Company as revealed in several instruments, and notice of claim by Consumers Power Company recorded in Liber 484 on page 221 as same affects Parcel 1, 2, 3, 4, 5, 6, 7, A, B-1, B-2, C-1, C-2 and D of the Mortgaged Property.

15. Flowage rights of Plainwell Power Company as revealed in several instruments, and notice of claim by Plainwell Paper Company recorded in Liber 484 on page 244 as same affects Parcel 1, 2, and 3 of the Mortgaged Property.

16. Flowage rights as granted by instrument recorded in Liber 111 on page 76 as same affects Parcel 6 of the Mortgaged Property.

17. General Easement and right of way to the City of Plainwell as recorded in Liber 962 on page 645 as same affects Parcel 1, 2 and 3 of the Mortgaged Property.

18. The encroachment of building along the east side of the insured property as revealed by survey prepared by Wightman Moored, Inc. dated July, 1997, as same affects Parcel 1, 2 and 3.

LIBER 1898 PAGE 100

15-2-

RECORDED

9 NOV 1999 2:04:32 PM

JOYCE A. WATTS
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That a certain Mortgage dated the 12th day of June, 1997, made and executed by PLAINWELL PAPER COMPANY, a Michigan corporation, mortgagor, to SANWA BUSINESS CREDIT CORPORATION, as Agent, mortgagee, and recorded in the Register's Office for the County of Allegan and State of Michigan in Liber 1651, on Page 224 on the 16th day of June, 1997, to the premises situated in the County of Allegan, State of Michigan described in Exhibit A attached hereto and made a part hereof, is hereby fully paid, satisfied and discharged.

Dated as of this 20 day of October, 1999.

Witnesses:

Printed Name: Robert Richardson

Printed Name: David J. Mastro

FLEET BUSINESS CREDIT CORPORATION
(f/k/a SANWA BUSINESS CREDIT CORPORATION, as Agent)

By: David A. Mastro
Name: David A. Mastro
Title: Vice President

C11_DOCS\197874.1 [W97]

DFW

93773

LIBER 1893 PAGE 101

STATE OF ILLINOIS
ss.
COUNTY OF COOK

On this 20 day of October, 1999, before me personally appeared DONALD A. HASTRO known to me to be the person named in and who executed the above instrument, and acknowledged that HE executed the same for the intents and purposes therein mentioned.

Stefanie Newell

My commission expires: Notary Public, COOK County, COOK CO., IL

OFFICIAL SEAL
STEFANIE NEWELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/20/03

This instrument was drafted by and
when recorded return to:

Vik Puri, Esq.
Latham & Watkins
5800 Sears Tower
Chicago, Illinois 60606

CH_DOCS\197874.1 [W97]

OTO

EXHIBIT A

LEGAL DESCRIPTION

PERMANENT PROPERTY NUMBERS: 03-55-020-001-10
03-55-999-998-70
03-55-030-077-00
03-55-030-077-10
03-55-030-077-20
03-55-030-077-30
03-55-030-080-00
03-55-160-043-00
03-55-280-013-00
03-55-030-076-00
03-17-024-047-00
03-55-030-078-00
03-55-400-029-00

Parcel A:

Commencing at the South 1/4 post of Section 20, Town 1 North, Range 11 West, City of Plainwell, Allegan County, Michigan: thence running North 89 degrees 48 minutes 33 seconds East along the South line of said Section, 64.87 feet to the East line of the Penn Central Railroad Right of way and the point of beginning; thence North 00 degree 19 minutes 13 seconds East along said East line 610.00 feet; thence North 89 degrees 48 minutes 33 seconds East parallel with said South line, 350.00 feet; thence South 00 degree 19 minutes 13 seconds West parallel with said East line, 610.00 feet to said South line; thence South 89 degrees 48 minutes 33 seconds West along said South line 350.00 feet, to the point of beginning.

Parcel B-1:

Commencing North 58 degrees 23 minutes West 171.82 rods from the East quarter post of Section 30, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 160 feet, thence South 31 degrees 37 minutes West 475 feet, thence South 58 degrees 23 minutes East 66 feet, thence South 31 degrees 37 minutes West 165 feet to center of highway, thence South 58 degrees 23 minutes East 84 feet to the place of beginning, City of Plainwell

Parcel B-2:

Commencing at a point North 58 degrees 23 minutes West 176.91 rods from the East 1/4 post of Section 30, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 165 feet, thence North 58 degrees 23 minutes West 66 feet, thence South 31 degrees 37 minutes West 165 feet, thence South 58 degrees 23 minutes East 66 feet to the place of beginning

Parcel C-1:

Commencing at a point North 58 degrees 23 minutes West, 180.91 rods from the East 1/4 post of Section 30, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 312.4 feet, thence South 28 degrees 17 minutes West 641.3 feet to center of highway, thence South 58 degrees 23 minutes East 275 feet to said point of beginning. Excepting and reserving a strip of land 183.3 feet wide off the Westerly side thereof.



oto

Parcel C-2:

Part of the North 1/2 of Section 30, Town 1 North, Range 11 West, described as follows: The East 91 2/3 feet of the West 183 1/3 feet of the following described premises: Commencing at a point North 58 degrees 23 minutes West 180.91 rods from the East 1/4 post of Section 10, Town 1 North, Range 11 West, thence North 31 degrees 37 minutes East 640 feet, thence North 58 degrees 23 minutes West 312.4 feet, thence South 28 degrees 17 minutes West 641.3 feet to center of highway, thence South 58 degrees 23 minutes East 275 feet to said point of beginning.

Parcel D:

Commencing at the Southwest corner of Lot 4, Lasher's Addition to the Village (now City) of Plainwell, thence Westerly along the North line of West Allegan Street 165 feet; thence Northerly 462 feet; thence Easterly 166 feet to the West line of Lasher's Addition; thence Southerly to the place of beginning, being in the Northeast 1/4 of Section 30, Town 1 North, Range 11 West.

Parcels 1, 2 and 3:

Lot 43 to 48, inclusive, Corporation Plat and Lot 75, Corporation Plat, except that part lying West of Lot 27 and Northeasterly of the Mill Race and Lot 120, Corporation Plat and also Lots 1-12, and Lots 49-59, Whitney Addition. Also Lots 1-16 Lashers Addition.

Parcel 4:

Vacated River Street located in Riverview Addition, also that part of Michigan Avenue, vacated, lying between the Southerly side of River Street and Northerly of a line connecting the Southerly side of Lot 25, Block, Block 1, and Southerly side of Lot 21, Block 2, Rivarview Addition, also that part of Prospect Avenue, vacated, lying between the Southerly side of River Street and Northerly of Southerly extension of Southerly line of Lot 40, Block 1, Riverview Addition, Also Lots 26 thru 40, Block 1, also Lots 16 thru 30, Block 2, Rivarview Addition

Parcel 5:

Commencing at the Southwest corner of Lot 26, Block 2, Riveryiew Addition, thence Northwesterly parallel with Allegan Street 463 feet, thence North 31 degrees 32 minutes East to the left bank of Kalamazoo River, thence Southerly on said river bank to the Northwest corner of Riveryiew Addition, thence South 31 degrees 37 minutes West along the West line of said Addition, 189 feet to point of beginning, Section 30, Town 1 North, Range 11 West

Parcel 6:

All that part of the East 1/2, lying West and South of the Kalamazoo River and West of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Section, thence East 377 feet, thence North 264 feet, thence East 255 feet, to the low water mark of the Kalamazoo River, thence Northerly and Westerly along said low water mark of the Kalamazoo River to the North and South 1/4 line of Section 24; thence South along said 1/4 line to the point of beginning. Section 24, Town 1 North, Range 12 West

Parcel 7:

Commencing on the West line of Lasher's Addition 495 feet on said Addition line from the center line of Allegan Street, thence North 68 degrees 23 minutes West 231 feet, thence South 31 degrees 37 minutes West 57.25 feet, thence North 68 degrees 23 minutes West 99 feet to the East line of Riverview Addition, thence North 31 degrees 37 minutes East to left Bank of the Kalamazoo River, thence Southeasterly on said River Bank to the Northwest corner of Lot 16, Lasher's Addition, thence Southwesterly to beginning, Section 30, Town 1 North, Range 11 West

LIBER 1898 PAGE 089

UNITED STATES OF AMERICA

# The State of Michigan

## Michigan Department of Consumer and Industry Services

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

RECORDED

9 NOV 1999 2:04:16 PM

JOYCE A. WATTS
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 25th day of October, 1999.*

Julie Croll , Director

172 0457066 *Corporation, Securities and Land Development Bureau*

GOLD SEAL APPEARS ONLY ON ORIGINAL

DEW

93773

LIBER 1898 PAGE 090

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

(FOR BUREAU USE ONLY)

Date Received: MAR 04 1998

JSYRT SERVICES DRBRF1 $125.00

Refund of $50.00 Applied for

FILED

MAR 04 1998

Administrator
MI DEPT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

Name: Patrice M. Hoffman c/o Dickinson Wright

Address: 215 S. Washington Square, Suite 2100

City: Lansing, State: Michigan Zip Code: 48933

EFFECTIVE DATE: March 6, 1998

↑ Document will be returned to the name and address you enter above ↑

LIBER 1898 PAGE 090

# CERTIFICATE OF MERGER / CONSOLIDATION

**For use by Domestic Profit and/or NonProfit Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its identification number is:

| | |
|---|---|
| Plainwell Paper Company | 048-979 |
| PLAINWELL INC. | 665-446 |
| | |

b. The name of the surviving (new) corporation and its identification number is:

| | |
|---|---|
| PLAINWELL INC. | 665-446 |

c. For each constituent stock corporation, state:

| Name of corporation | Designation and number of outstanding shares in each class or series | Indicate class or series of shares entitled to vote | Indicate class or series entitled to vote as a class |
|---|---|---|---|
| Plainwell Paper Company | 500 shares of Common Stock, $1.00 par value | Common | Common |
| PLAINWELL INC. | 1,000 shares of Common Stock, $.01 par value | Common | Common |
| | | | |
| | | | |
| | | | |

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

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2. (Complete for any profit corporation only)

a. The manner and basis of converting shares are as follows: Each share of Plainwell Paper Company shall be converted into one share of PLAINWELL INC.

b. The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

None.

c. The plan of merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

3. (Complete for any nonprofit corporation only)

a) If it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

b) If it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

c) State the terms and conditions of the proposed merger or consolidation, including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving or consolidated corporation, or into cash or other consideration.

d) If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

e) Other provisions with respect to the merger (consolidation) are as follows:

4. (Complete for any foreign corporation only)

This merger (consolidation) is permitted by the laws of the state of Delaware

the jurisdiction under which PLAINWELL INC.
(name of foreign corporation)

is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

5. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after receipt of this document in this office.)

The merger (consolidation) shall be effective on the 6th day of March, 19 98.

GOLD SEAL APPEARS ONLY ON ORIGINAL

LIBER 1 6 9 3 PAGE 0 9 1

6. TO BE COMPLETED BY MICHIGAN PROFIT CORPORATIONS ONLY (complete only if surviving corporation.)

a) The plan of merger was approved by the unanimous consent of the incorporators of _____

_____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

_____ (Signature of Incorporator) _____ (Signature of Incorporator)

_____ (Signature of Incorporator) _____ (Signature of Incorporator)

b) The plan of merger was approved by

☐ the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

☒ the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act:

Plainwell Paper Company

By _____ (Signature of Authorized Officer or Agent) By _____ (Signature of Authorized Officer or Agent)

George E. Mangarelli, Executive Vice President (Type or Print Name and Title) George E. Mangarelli, Executive Vice Presid (Type or Print Name and Title)

PLAINWELL PAPER COMPANY (Name of Corporation) PLAINWELL INC. (Name of Corporation)

7. TO BE COMPLETED BY MICHIGAN NONPROFIT CORPORATIONS ONLY

The plan of merger or consolidation was approved by

☐ the Board of Directors and shareholders or members of the following Michigan corporation(s) in accordance with Sections 701 and 703(1) and (2) of the Act:

☐ the Board of Directors of the following Michigan corporation(s) organized on a directorship basis in accordance with Section 703(3) of the Act:

By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson) By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson)

_____ (Type or Print Name and Title) _____ (Type or Print Name and Title)

_____ (Name of Corporation) _____ (Name of Corporation)

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LIBER 1898 PAGE 092

CS-415 (Rev. 8/95)

7780W0046 D613 DRGWFI $12.50

MICHIGAN DEPARTMENT OF COMMERCE—CORPORATION AND SECURITIES BUREAU

Date Received JUN 12 1997

(FOR BUREAU USE ONLY)

FILED

JUN 12 1997

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE

LIBER 1898 PAGE 093

Name Thomas A. Myers
Godfrey & Kahn, S.C.

Address 780 North Water Street

City Milwaukee State WI Zip Code 53202-3590

Document will be returned to the name and address you enter above

# CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

**For use by Domestic Profit Corporations**

(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:*

1. The present name of the corporation is:
   Simpson Plainwell Paper Company
2. The identification number assigned by the Bureau is: 0 4 6 — 9 7 9
3. The location of its registered office is:

30600 Telegraph Road (Street Address) Bingham Farms (City) Michigan 48025 (ZIP Code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation shall be Plainwell Paper Company

W

(MICHIGAN - 272 - 5/16/95)

49579 pk C & ck 12.50

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5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19 ____.

| | |
|---|---|
| (Signature) | (Signature) |
| (Type or Print Name) | (Type or Print Name) |
| (Signature) | (Signature) |
| (Type or Print Name) | (Type or Print Name) |

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 9th day of June, 19 97. The amendment: (check one of the following)

☒ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, and Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act if a nonprofit corporation, and Section 407(2) of the Act if a profit corporation.

Signed this 9th day of June, 19 97

By _____
(Only signature of President, Vice-President, Chairperson, Vice-Chairperson)

Colin Moseley — Chairman
(Type or Print Name) (Type or Print Title)

(MICHIGAN - 272)

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LIBER 1898 PAGE 94

CS-510 (Rev. 1-87) 882AK3375 0105 DR03LF1 $10.00

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

**FILED**

JAN 05 1988

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received
JAN 05 1988

LIBER 1090 PAGE 95

# RESTATED ARTICLES OF INCORPORATION

**For use by Domestic Profit Corporations**

(Please read instructions and Paperwork Reduction Act notice on last page)

*Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:*

1. The present name of the corporation is:

   Plainwell Paper Co., Inc.

2. The corporation identification number (CID) assigned by the Bureau is: 046-979

3. All former names of the corporation are:

   N/A

4. The date of filing the original Articles of Incorporation was: November 27, 1970

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:*

**ARTICLE I**

The name of the corporation is:

Simpson Plainwell Paper Company

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

To engage in any lawful business within the purposes for which corporations may be organized under the Michigan Business Corporation Act.

RA

[redacted]

[redacted]

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LIBER 1698 PAGE 096

**ARTICLE III**

The total authorized capital stock is:

1. Common shares 1,000 Par Value Per Share $ 1.00

   Preferred shares N/A Par Value Per Share $ N/A

and/or shares without par value as follows:

2. Common shares N/A Stated Value Per Share $ N/A

   Preferred shares N/A Stated Value Per Share $ N/A

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

**ARTICLE IV**

1. The address of the current registered office is:

   615 Griswold Street, Detroit (City), Michigan 48226 (ZIP Code)
   (Street Address)

2. The mailing address of the current registered office if different than above:

   N/A (City), Michigan (ZIP Code)
   (P.O. Box)

3. The name of the current resident agent is: The Corporation Company

**ARTICLE V (Optional. Delete if not applicable.)**

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

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**ARTICLE VI (Optional. Delete if not applicable.)**

Any action required or permitted by the act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

**ARTICLE VII (Additional provisions, if any, may be inserted here; attach additional pages if needed.)**

See attached

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATORS BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS; OTHERWISE, COMPLETE SECTION (b)

a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, 19____, in accordance with the provisions of Section 642 of the Act by the unanimous consent of the Incorporators before the first meeting of the Board of Directors.

Signed this _____ day of _____, 19____.

_____ _____

_____
(Signature of all incorporators type or print name under each signature)

b. ☒ These Restated Articles of Incorporation were duly adopted on the 3rd day of December, 19 87, in accordance with the provisions of Section 642 of the Act and: (check one of the following)

☐ were duly adopted by the Board of Directors without a vote of the shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

☐ were duly adopted by the shareholders. The necessary number of shares as required by statute were voted in favor of these Restated Articles.

☐ were duly adopted by the written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)

☒ were duly adopted by the written consent of all the shareholders entitled to vote in accordance with Section 407(3) of the Act.

Signed this 30th day of December, 19 87

By Joseph R. Breed
(Signature)

Joseph R. Breed - Vice President & General Counsel
(Type or Print Name and Title)

GOLD SEAL APPEARS ONLY ON ORIGINAL

LIBER 1898 PAGE 098

CS-510 (Rev. 1-84)

**DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW.** Include name, street and number (or P.O. box), city, state and ZIP code.

TO: Howard & Howard, Attorneys
att: David Holmes
400 Kalamazoo Building
Kalamazoo, MI 49007

Name of person or organization remitting fees:

Howard & Howard Attorneys, PC

616/382-1483

Preparer's name and business telephone number:

Joseph R. Breed

( 206 ) 292-5040

## INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 284, P.A. of 1972, as amended. The articles of incorporation cannot be restated until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to sections 641 through 643 of the Act for the purpose of restating the articles of incorporation of a domestic profit corporation. Restated articles of incorporation are an integration into a single instrument of the current provisions of the corporation's articles of incorporation, along with any desired amendments to those articles.
4. Restated articles of incorporation which do not amend the articles of incorporation may be adopted by the board of directors without a vote of the shareholders. Restated articles of incorporation which amend the articles of incorporation require adoption by the shareholders. Restated articles of incorporation submitted before the first meeting of the board of directors require adoption by all of the incorporators.
5. Item 2 — Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
6. The duration of the corporation should be stated in the restated articles of incorporation only if it is not perpetual.
7. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
8. If the restated articles are adopted before the first meeting of the board of directors, this document must be signed in ink by all of the incorporators. If the restated articles merely restate and integrate the articles, but do not amend, this document must be signed in ink by an authorized officer or agent of the corporation. If the restated articles amend the articles of incorporation, this document must be signed in ink by the president, vice-president, chairperson, or vice-chairperson.
9. FEES: Filing fee (Make remittance payable to State of Michigan) ..... $10.00

   Franchise fee (payable only if authorized capital stock has increased) — ½ mill (.0005) on each dollar of increase over highest previous authorized capital stock.
10. Mail form and fee to:

    Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054, Lansing, MI 48909, Telephone (517) 373-0493

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OTO

ARTICLE VII

Shareholders shall have no preemptive rights to acquire additional shares of the corporation, and no right to cumulate their votes at any election of directors.

ARTICLE VIII

The number of directors constituting the board of directors of the corporation is four. Thereafter, the number of directors will be specified in the By-Laws.

ARTICLE IX

The power to adopt, alter, amend or repeal the By-Laws or adopt new By-Laws shall be vested in the board of directors.

ARTICLE X

No transaction will be invalid or will impose liability on an officer or director of the corporation because an officer or director had a direct or indirect interest in the transaction, if the transaction is fair to the corporation at the time it is authorized, approved or ratified.

ARTICLE XI

No director of the Corporation shall be personally liable for the Corporation or to its stockholders for monetary damages for breach of the director's fiduciary duty, except for liability (i) for a breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a violation of Section 555(1) of the Business Corporation Act of Michigan, (iv) for a transaction from which the director derived an improper personal benefit, or (v) for an act or omission occurring before the filing of this document.

The indemnification or advancement of expenses provided by law is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under these Articles of Incorporation, by the By-Laws of the Corporation or a contractual agreement.

GOLD SEAL APPEARS ONLY ON ORIGINAL

3 This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code. (Please Type All Information)

FOR FILING OFFICER (Date, Time, Number, and Filing Officer) 7

DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if Individual) & Address(es) — Soc. Security #/Tax ID #

Plainwell Paper Company, a
Michigan corporation
200 Allegan Street
Plainwell, MI 49080

38-1943712

97 JUL 11 PM 2:31

RECORDED

LIBER 1656 PAGE 940

REGISTER OF DEEDS
ALLEGAN COUNTY MICH

2. Secured Party(ies) & Address(es) — Secured Party #

Sanwa Business Credit Corporation,
as Agent
One South Wacker Drive
39th Floor
Chicago, IL 60606

4. No. of Add'l Sheets: 1

5. State Account No.

6. MAIL ACKNOWLEDGEMENT COPY TO:

Helen D. Shapiro
Winston & Strawn
35 West Wacker Drive
Chicago, IL 60601

8. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT BEARING THE FOLLOWING:

Sec. of State File Number _____

Reg. of Deeds File Number 97-6874

Liber 1651 Page 274

7. [ ] AMENDMENT - The Financing Statement bearing the file number(s) shown in item 6 is amended as set forth in item 13 below.

8. [ ] ASSIGNMENT - All of Secured Party's right under the Financing Statement bearing the file number shown in item 6 has been assigned to the assignee whose name and address appears in item 13 below.

9. [ ] PARTIAL ASSIGNMENT - A portion of the Secured Party's right under the Financing Statement bearing the file number shown in item 6 to the property described in item 13 below has been assigned to the assignee whose name and address appears in item 13.

10. [ ] CONTINUATION - The original Financing Statement bearing the file number shown in item 6 is still effective. A CONTINUATION CANNOT BE FILED MORE THAN SIX MONTHS PRIOR TO EXPIRATION DATE.

11. [X] PARTIAL RELEASE - The Secured Party(ies) release(s) the following collateral described in item 13 below from the original Financing Statement bearing the file number as shown in item 6.

12. [ ] TERMINATION - The Secured Party(ies) of record no longer claim(s) a security interest under the Financing Statement bearing the file number shown in item 6.

13.

See Exhibit A legal description attached hereto and made a part hereof.

058079

Sanwa Business Credit Corporation, as Agent

X _____
Signature(s) of Debtor(s)

X Lawrence J. Plank Vice Pres
Signature(s) of Secured Party(ies) or Assignee(s) of Record

X _____
Signature(s) of Debtor(s)

X _____
Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 2, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 3.

(UCC-3 FILING OFFICER COPY)

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 6:

The following property located in the City of Plainwell, County of Allegan, Township of Otsego, State of Michigan, described as follows:

All that part of the East 1/2, lying West and South of the Kalamazoo River and West of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Section, thence East 377 feet, thence North 264 feet, thence East 255 feet, to the low water mark of the Kalamazoo River, thence Northerly and Westerly along said low water mark of the Kalamazoo River to the North and South 1/4 line of Section 24; thence South along said 1/4 line to the point of beginning. Section 24, Town 1 North, Range 12 West.

Permanent Property Number: 03-17-024-047-00

LIBER 1656 PAGE 936

RECORDED

97 JUL 11 PM 2:31

Joyce A. Dittle
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

This instrument was executed outside of the State of Michigan

**PARTIAL RELEASE OF ASSIGNMENT OF RENTS AND LEASES**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned SANWA BUSINESS CREDIT CORPORATION ("Assignee"), having an office at One South Wacker Drive, 39th Floor, Chicago, Illinois 60606, in its capacity as Agent for the "Lenders" (as such term is defined in the Assignment of Rents and Leases hereinafter defined) and as Assignee under that certain Assignment of Rents and Leases (the "Assignment") executed by PLAINWELL PAPER COMPANY, a Michigan corporation, having its principal place of business at 200 Allegan Street, Plainwell, Michigan 49080, as assignor ("Assignor"), for the benefit of Assignee, dated June 12, 1997 and filed for record with the Office of the Register of Deeds of Allegan County, Michigan on June 16, 1997 in Liber 1651 at Page 261, hereby states that the legal description of the real estate encumbered by the Assignment, as set forth on Exhibit A to the Assignment, erroneously included therein the real estate described on Exhibit A attached hereto (the real estate described on Exhibit A attached hereto, the "Released Parcel"), that this Partial Release of Assignment of Rents and Leases is being filed for corrective purposes, and that Assignee hereby releases and discharges from the lien, operation and effect of the Assignment the Released Parcel. In all other respects, each and every of the terms and provision of the Assignment remain in full force and effect.

[Signatures attached hereto]

TATH

IN WITNESS WHEREOF, Assignee has caused this instrument to be duly executed as of the 7th day of July, 1997.

SANWA BUSINESS CREDIT CORPORATION, as Agent and Assignee

By: Lawrence J. Placet
Name: Lawrence J. Placet
Title: Vice President

Signed and acknowledged in the presence of:

Name: MICHAEL FINE

Name: Stanley Kamiński

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lawrence J. Placek as the Vice President of SANWA BUSINESS CREDIT CORPORATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 7TH day of July, 1997.

[SEAL]

Susan E. Thompson-Cooper
Notary Public

My commission expires: 9/2/2000

"OFFICIAL SEAL"
Susan E. Thompson-Cooper
Notary Public, State of Illinois
My Commission Exp. 09/02/2000

Notary Public in and for the
State of ILLINOIS

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 6:

The following property located in the City of Plainwell, County of Allegan, Township of Otsego, State of Michigan, described as follows:

All that part of the East 1/2, lying West and South of the Kalamazoo River and West of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Section, thence East 377 feet, thence North 264 feet, thence East 255 feet, to the low water mark of the Kalamazoo River, thence Northerly and Westerly along said low water mark of the Kalamazoo River to the North and South 1/4 line of Section 24; thence South along said 1/4 line to the point of beginning. Section 24, Town 1 North, Range 12 West.

Permanent Property Number: 03-17-024-047-00

LIBER 1655 PAGE 663

13
2

RECORDED

97 JUL -3 AM 11:32

Joyce A. Watts
REGISTER OF DEEDS
ALLEGAN COUNTY MICH

This instrument was executed outside of the State of Michigan

**PARTIAL RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned SANWA BUSINESS CREDIT CORPORATION ("Mortgagee"), having an office at One South Wacker Drive, 39th Floor, Chicago, Illinois 60606, in its capacity as Agent for the "Lenders" (as such term is defined in the Mortgage hereinafter defined) and as Mortgagee under that certain Mortgage (the "Mortgage") executed by PLAINWELL PAPER COMPANY, a Michigan corporation, having its principal place of business at 200 Allegan Street, Plainwell, Michigan 49080, as mortgagor ("Mortgagor"), for the benefit of Mortgagee, dated June 12, 1997 and filed for record with the Office of the Register of Deeds of Allegan County, Michigan on June 16, 1997 in Liber 1651 at Page 224, hereby states that the legal description of the real estate encumbered by the Mortgage, as set forth on Exhibit A to the Mortgage, erroneously included therein the real estate described on Exhibit A attached hereto (the real estate described on Exhibit A attached hereto, the "Released Parcel"), that this Partial Release of Mortgage is being filed for corrective purposes, and that Mortgagee hereby releases and discharges from the lien, operation and effect of the Mortgage the Released Parcel. In all other respects, each and every of the terms and provision of the Mortgage remain in full force and effect.

[Signatures attached hereto]

TATH

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be duly executed as of the 2nd day of July, 1997.

SANWA BUSINESS CREDIT CORPORATION
not in its individual capacity,
but as agent aforesaid

By: Lawrence J. Placek
Name: LAWRENCE J. PLACEK
Title: VICE PRES

Signed and acknowledged in the presence of:

M E Van Doele
Name: Marie E. Van Doele

Michelle Nowicki
Name: Michelle Nowicki

Prepared by and after recordation return to:
Helen D. Shapiro
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

STATE OF Illinois )
) ss.
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lawrence J. Placek as the Vice President of SANWA BUSINESS CREDIT CORPORATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 2nd day of July, 1997.

[SEAL]

"OFFICIAL SEAL"
Kimberly Nieves
Notary Public, State of Illinois
My Commission Expires 10/7/98

Kimberly Nieves
Notary Public

My commission expires: 10/7/98

Notary Public in and for the
State of Illinois

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 6:

The following property located in the City of Plainwell, County of Allegan, Township of Otsego, State of Michigan, described as follows:

All that part of the East 1/2, lying West and South of the Kalamazoo River and West of a line commencing at a point 2078.3 feet North of the South 1/4 post of said Section, thence East 377 feet, thence North 264 feet, thence East 255 feet, to the low water mark of the Kalamazoo River, thence Northerly and Westerly along said low water mark of the Kalamazoo River to the North and South 1/4 line of Section 24; thence South along said 1/4 line to the point of beginning. Section 24, Town 1 North, Range 12 West.

Permanent Property Number: 03-17-024-047-00

LIBER 1651 PAGE 224

79
2

RECORDED

97 JUN 16 PM 2:02

Joyce [illegible]
REGISTER OF [illegible]
ALLEGAN COUNTY [illegible]

MORTGAGE

BY

PLAINWELL PAPER COMPANY,
a Michigan corporation

Mortgagor

TO

SANWA BUSINESS CREDIT CORPORATION
as Agent

Mortgagee

Relating to Premises in:

Allegan County, Michigan

DATED: As of June 12, 1997

This instrument was prepared by
and after recording should be returned to:
Helen D. Shapiro, Esq.
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

NOTICE: THIS IS A FUTURE ADVANCE MORTGAGE. THIS INSTRUMENT SECURES, INTER ALIA, OBLIGATIONS WHICH PROVIDE FOR A VARIABLE RATE OF INTEREST AND FUTURE ADVANCES. ALL SUCH FUTURE ADVANCES SHALL HAVE THE SAME LIEN PRIORITY AS IF MADE ON THE DATE HEREOF [SEE INFRA FOR PARTICULARS].

This Instrument was executed outside
the State of Michigan.

TATH

37 [illegible]

**MORTGAGE**

This MORTGAGE ("Mortgage") is made as of June 12, 1997, by PLAINWELL PAPER COMPANY, a Michigan corporation with its principal office at 200 Allegan Street, Plainwell, Michigan 49080, as Mortgagor ("Mortgagor"), for the benefit of SANWA BUSINESS CREDIT CORPORATION ("Sanwa"), having an office at One South Wacker Drive, 39th Floor, Chicago, Illinois 60606, as mortgagee, and as Agent for itself and for and on behalf of the other Lenders (as hereinafter defined) (Sanwa, together with its successors or assigns, the "Mortgagee").

I

**RECITALS**

WHEREAS, Mortgagor is the owner of that certain real property situated in Allegan County, Michigan.

WHEREAS, Mortgagor, Mortgagee, and certain other financial institutions (Mortgagee and such other financial institutions, collectively, the "Lenders") from time to time party to the Credit Agreement (as hereinafter defined) have executed of even date herewith that certain Loan and Security Agreement (together with any and all renewals, amendments, modifications, supplements, restatements, extensions for any period, or increases or rearrangements thereof, the "Credit Agreement"), pursuant to which Credit Agreement the Lenders have made and may in the future make term and revolving loans and advances and other financial accommodations to the Mortgagor (collectively, "Loans"; each, a "Loan") in the aggregate principal amount of Twenty Four Million and No/100 Dollars ($24,000,000.00), upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, capitalized terms used herein without definitions shall have the meaning assigned to such terms in the Credit Agreement;

WHEREAS, the Loans are in the form of: (i) a term loan in the aggregate principal amount of Fourteen Million and No/100 Dollars ($14,000,000.00) (the "Term Loan"); (ii) a revolving credit loan in the aggregate principal amount of Ten Million and No/100 Dollars ($10,000,000.00) (the "Revolving Credit Loan"); and (iii) certain Lender Guaranties (as defined in the Credit Agreement), which comprise a portion of the Revolving Credit Loan (together with any and all renewals, amendments, modifications, supplements, restatements, extensions for any period, or increases or rearrangements thereof, the "Guaranties"), which Guaranties are hereafter for purposes of this Mortgage referred to as the "Additional Credit Facilities";

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage the 12th day of June, 1997.

Signed, Sealed and
Delivered in the presence
of:

Printed Name: R Michael Collins

Printed Name: Cindy Rashed

MORTGAGOR:

PLAINWELL PAPER COMPANY,
a Michigan corporation

By:
Its: President
Printed Name: William L. Dew

HDS1894.2/RO/June 11, 1997/NETWORK/jr/IIISi

# ATTACHMENT 1

FILE NO. 03-104669
ADDRESS:
BUYER/BOR:
SELLER:

# RECORD TITLE SEARCH

We have searched the records in the office of the Register of Deeds affecting property located in OTSEGO TOWNSHIP, Allegan County, State of Michigan, described as:

ALL THAT PART OF THE EAST 1/2, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND DESCRIBED AS: COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION; THENCE EAST 377 FEET; THENCE NORTH 264 FEET; THENCE EAST 255 FEET, TO THE LOW WATER MARK OF THE KALAMAZOO RIVER THENCE NORTHERLY AND WESTERLY ALONG SAID LOW WATER MARK OF THE KALAMAZOO RIVER TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. SECTION 24, TOWN 1 NORTH, RANGE 12 WEST. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO

(Continued, see last page.)

from DECEMBER 3, 1970, to the certification date set forth below and have found the conveyances and encumbrances listed on the following page(s) as items 1 through 35.

The information is based on the legal description shown herein and no liability is assumed for the accuracy of the determination that a street address and the legal description searched constitute the same premises.

No search has been made for any instrument (however designated) filed in the office of the Register of Deeds pursuant to the Uniform Commercial Code.

Chicago Title Insurance Company herein called the Company, has for a valuable consideration issued the attached title information. Although this information has been compiled from various sources, each of which the Company believes to be accurate and reliable, the Company makes no guarantees or warranties of any kind as to the accuracy or completeness of the information and should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation. The Company has been informed by the customer that the requested information is to be used for reference purposes only and is not to be relied upon as evidence of title. As a result, the Company has furnished the information at a reduced rate. If guarantees or warranties of any type are required, or if evidence of title is desired, then title insurance should be ordered.

Certified to: FEBRUARY 12, 2002
at 8:00 A.M.

Authorized Signature _____

CHICAGO TITLE INSURANCE CO.
213 HUBBARD STREET
P.O. BOX 206
ALLEGAN, MI 49010
PHONE: (616) 673-2970

JAFFE RAITT HEUER & WIESS, PC-KATHERINE HAEMELIN
CK
901 PORT HURON AVE STE 4
PORT HURON MI 48060

4. THE FOLLOWING DOCUMENTS AFFECTING SUBJECT PROPERTY WERE FOUND OF RECORD:

5. DOCUMENT AS RECORDED IN LIBER 805 ON PAGE 627. (SEE COPY ATTACHED)

6. TAXES EXAMINED AND FOUND PAID THROUGH 2000.
2001 TAXES ARE DUE IN THE AMOUNT OF $274.58 ($266.66 BASE) IF PAID BY FEBRUARY 28, 2002.
NO SPECIAL ASSESSMENTS.
ASSESSED VALUATION: $9,500.00 (2001)
TAXABLE VALUE: $6,653.00 (2001).
TAX ROLL NUMBER: 0317-024-047-00.

6. DOCUMENT AS RECORDED IN LIBER 877 ON PAGE 692. (SEE COPY ATTACHED)

7. THIS PROPERTY IS LOCATED IN OTSEGO SCHOOL DISTRICT.

7. DOCUMENT AS RECORDED IN LIBER 879 ON PAGE 45. (SEE COPY ATTACHED)

8. HOMESTEAD EXEMPTION: 0%

NOTE: THE HOMESTEAD EXEMPTION STATUS SHOWN ABOVE IS FOR INFORMATION PURPOSES ONLY THE ACCURACY OF WHICH IS NEITHER GUARANTEED NOR INSURED.

NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY HOMESTEAD EXEMPTION STATUS FOR THE INSURED PREMISES.

8. DOCUMENT AS RECORDED IN LIBER 879 ON PAGE 46. (SEE COPY ATTACHED)

9. DOCUMENT AS RECORDED IN LIBER 879 ON PAGE 661. (SEE COPY ATTACHED)

10. DOCUMENT AS RECORDED IN LIBER 879 ON PAGE 662. (SEE COPY ATTACHED)

11. DOCUMENT AS RECORDED IN LIBER 1210 ON PAGE 495. (SEE COPY ATTACHED)

12. DOCUMENT AS RECORDED IN LIBER 1217 ON PAGE 352. (SEE COPY ATTACHED)

(Continued, see next page.)

13. DOCUMENT AS RECORDED IN LIBER 1222 ON PAGE 545. (SEE COPY ATTACHED)

14. DOCUMENT AS RECORDED IN LIBER 1222 ON PAGE 548. (SEE COPY ATTACHED)

15. DOCUMENT AS RECORDED IN LIBER 1222 ON PAGE 551. (SEE COPY ATTACHED)

16. DOCUMENT AS RECORDED IN LIBER 1490 ON PAGE 289. (SEE COPY ATTACHED)

17. DOCUMENT AS RECORDED IN LIBER 1649 ON PAGE 886. (SEE COPY ATTACHED)

18. DOCUMENT AS RECORDED IN LIBER 1651 ON PAGE 274. (SEE COPY ATTACHED)

19. DOCUMENT AS RECORDED IN LIBER 1651 ON PAGE 224. (SEE COPY ATTACHED)

20. DOCUMENT AS RECORDED IN LIBER 1651 ON PAGE 261. (SEE COPY ATTACHED)

21. DOCUMENT AS RECORDED IN LIBER 1655 ON PAGE 663. (SEE COPY ATTACHED)

22. DOCUMENT AS RECORDED IN LIBER 1655 ON PAGE 936. (SEE COPY ATTACHED)

23. DOCUMENT AS RECORDED IN LIBER 1656 ON PAGE 940. (SEE COPY ATTACHED)

24. DOCUMENT AS RECORDED IN LIBER 1898 ON PAGE 089. (SEE COPY ATTACHED)

25. DOCUMENT AS RECORDED IN LIBER 1898 ON PAGE 100. (SEE COPY ATTACHED)

26. DOCUMENT AS RECORDED IN LIBER 1898 ON PAGE 112. (SEE COPY ATTACHED)

27. DOCUMENT AS RECORDED IN LIBER 1898 ON PAGE 155. (SEE COPY ATTACHED)

28. DOCUMENT AS RECORDED IN LIBER 1898 ON PAGE 164. (SEE COPY ATTACHED)

29. DOCUMENT AS RECORDED IN LIBER 1999 ON PAGE 274. (SEE COPY ATTACHED)

30. DOCUMENT AS RECORDED IN LIBER 2123 ON PAGE 468. (SEE COPY ATTACHED)

31. DOCUMENT AS RECORDED IN LIBER 2128 ON PAGE 564. (SEE COPY ATTACHED)

(Continued, see next page.)

32. DOCUMENT AS RECORDED IN LIBER 487 ON PAGE 112. (SEE COPY ATTACHED)

33. DOCUMENT AS RECORDED IN LIBER 781 ON PAGE 747. (SEE COPY ATTACHED)

34. DOCUMENT AS RECORDED IN LIBER 782 ON PAGE 560. (SEE COPY ATTACHED)

35. FOR CLARIFICATION OF INFORMATION ON ANY OF THE ABOVE, PLEASE CONTACT THE EXAMINER, BETTY REIMINK.

LEGAL DESCRIPTION - CONTINUATION

HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

P.P. 0317-024-047-00

FILE NO. 03-104669
ADDRESS:
BUYER/BOR:
SELLER:

# RECORD TITLE SEARCH

We have searched the records in the office of the Register of Deeds affecting property located in OTSEGO TOWNSHIP, Allegan County, State of Michigan, described as:

ALL THAT PART OF THE EAST 1/2, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND DESCRIBED AS: COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION; THENCE EAST 377 FEET; THENCE NORTH 264 FEET; THENCE EAST 255 FEET, TO THE LOW WATER MARK OF THE KALAMAZOO RIVER THENCE NORTHERLY AND WESTERLY ALONG SAID LOW WATER MARK OF THE KALAMAZOO RIVER TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. SECTION 24, TOWN 1 NORTH, RANGE 12 WEST. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

(Continued, see last page.)

from DECEMBER 3, 1970, to the certification date set forth below and have found the conveyances and encumbrances listed on the following page(s) as items 1 through 35.

The information is based on the legal description shown herein and no liability is assumed for the accuracy of the determination that a street address and the legal description searched constitute the same premises.

No search has been made for any instrument (however designated) filed in the office of the Register of Deeds pursuant to the Uniform Commercial Code.

Chicago Title Insurance Company herein called the Company, has for a valuable consideration issued the attached title information. Although this information has been compiled from various sources, each of which the Company believes to be accurate and reliable, the Company makes no guarantees or warranties of any kind as to the accuracy or completeness of the information and should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation. The Company has been informed by the customer that the requested information is to be used for reference purposes only and is not to be relied upon as evidence of title. As a result, the Company has furnished the information at a reduced rate. If guarantees or warranties of any type are required, or if evidence of title is desired, then title insurance should be ordered.

Certified to: FEBRUARY 12, 2002
at 8:00 A.M.

Authorized Signature _____

CHICAGO TITLE INSURANCE CO.
213 HUBBARD STREET
P.O. BOX 206
ALLEGAN, MI 49010
PHONE: (616) 673-2970

JAFFE RAITT HEUER & WIESS, PC-KATHERINE HAEMELIN
CK
901 PORT HURON AVE STE 4
PORT HURON MI 48060

4. THE FOLLOWING DOCUMENTS AFFECTING SUBJECT PROPERTY WERE FOUND OF RECORD:

5. DOCUMENT AS RECORDED IN LIBER 805 ON PAGE 627. (SEE COPY ATTACHED)

6. TAXES EXAMINED AND FOUND PAID THROUGH 2000.
2001 TAXES ARE DUE IN THE AMOUNT OF $274.58 ($266.66 BASE) IF PAID BY FEBRUARY 28, 2002.
NO SPECIAL ASSESSMENTS.
ASSESSED VALUATION: $9,500.00 (2001)
TAXABLE VALUE: $6,653.00 (2001).
TAX ROLL NUMBER: 0317-024-047-00.

6. DOCUMENT AS RECORDED IN LIBER 877 ON PAGE 692. (SEE COPY ATTACHED)

7. THIS PROPERTY IS LOCATED IN OTSEGO SCHOOL DISTRICT.

7. DOCUMENT AS RECORDED IN LIBER 879 ON PAGE 45. (SEE COPY ATTACHED)

8. HOMESTEAD EXEMPTION: 0%

NOTE: THE HOMESTEAD EXEMPTION STATUS SHOWN ABOVE IS FOR INFORMATION PURPOSES ONLY THE ACCURACY OF WHICH IS NEITHER GUARANTEED NOR INSURED.

NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY HOMESTEAD EXEMPTION STATUS FOR THE INSURED PREMISES.

8. DOCUMENT AS RECORDED IN LIBER 879 ON PAGE 46. (SEE COPY ATTACHED)

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12. DOCUMENT AS RECORDED IN LIBER 1217 ON PAGE 352. (SEE COPY ATTACHED)

(Continued, see next page.)

13. DOCUMENT AS RECORDED IN LIBER 1222 ON PAGE 545. (SEE COPY ATTACHED)

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26. DOCUMENT AS RECORDED IN LIBER 1898 ON PAGE 112. (SEE COPY ATTACHED)

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29. DOCUMENT AS RECORDED IN LIBER 1999 ON PAGE 274. (SEE COPY ATTACHED)

30. DOCUMENT AS RECORDED IN LIBER 2123 ON PAGE 468. (SEE COPY ATTACHED)

31. DOCUMENT AS RECORDED IN LIBER 2128 ON PAGE 564. (SEE COPY ATTACHED)

(Continued, see next page.)

32. DOCUMENT AS RECORDED IN LIBER 487 ON PAGE 112. (SEE COPY ATTACHED)

33. DOCUMENT AS RECORDED IN LIBER 781 ON PAGE 747. (SEE COPY ATTACHED)

34. DOCUMENT AS RECORDED IN LIBER 782 ON PAGE 560. (SEE COPY ATTACHED)

35. FOR CLARIFICATION OF INFORMATION ON ANY OF THE ABOVE, PLEASE CONTACT THE EXAMINER, BETTY REIMINK.

Record Title Search for JAFFE RAITT HEUER & WIESS, PC-KATHERINE HAEMELIN

February 12, 2002

LEGAL DESCRIPTION - CONTINUATION

P.P. 0317-024-047-00

(9)

STATE OF MICHIGAN
ALLEGAN COUNTY
RECORDED
28 SEP 2001 9:13:33 AM
JOYCE A. WATTS
REGISTER OF DEEDS

RELEASE AND DISCHARGE OF MORTGAGE

THIS RELEASE AND DISCHARGE OF MORTGAGE, dated as of September 13, 2001, is by CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation ("Mortgagee"), having an office at 150 South Wacker Drive, Chicago, Illinois 60606-4202, to PLAINWELL, INC , a Delaware corporation ("Mortgagor"), having an office at 1270 Northland Drive, Suite 300, Mendota Heights, Minnesota 55120.

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee have entered into the Mortgage, dated November 5, 1999, by Mortgagor in favor of Mortgagee (the "Mortgage"), recorded in the Register of Deeds of Allegan County, Michigan, on November 9, 1999 in Liber 1898, Page 112, pursuant to which Mortgagor granted to Mortgagee a mortgage on certain real property, improvements and other related property located in Allegan County, Michigan as set forth in the Mortgage and attached hereto as Exhibit A (the "Mortgaged Property");

WHEREAS, Mortgagor has requested that Mortgagee release and discharge the mortgage on the Mortgaged Property, and Mortgagee is willing to release and discharge the mortgage on the Mortgaged Property, subject to, among other things, the receipt by Mortgagee of all sums secured by the Mortgage;

NOW THEREFORE, Mortgagee, does hereby release, discharge, and forever quitclaim to Mortgagor all of the right, title and interest of Mortgagee in and to the Mortgaged Property located in Allegan County, Michigan which Mortgagee may have by virtue of the Mortgage. This Release and Discharge of Mortgage does not satisfy any of the Obligations (as such term is defined in the Mortgage) and is without prejudice to

SEP 27 2001

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Mortgagee's rights to collect the Obligations from Mortgagor or from any and all other persons or entities obligated thereon or from any and all other persons or entities obligated thereon or from any and all other collateral granted to or held by Mortgagee, except for the Mortgaged Property located in Allegan County, Michigan released hereby.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]



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IN WITNESS WHEREOF, Mortgagee has caused its name to be subscribed to this instrument by its duly authorized officer as of the day and year first written.

WITNESSES:

Name:

Name:

CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation

By:
Name: Stephen Wincott
Title: Executive Vice President

Drafted by:

Daniel P. Greenstein, Esq.
Otterbourg, Steindler, Houston & Rosen, P.C.
230 Park Avenue
New York, New York 10169

WHEN RECORDED RETURN TO:

Ms. April B. Blanshaft
Kirkland & Ellis
Citigroup Center
153 East 53rd Street
New York, New York 10022-4675



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ACKNOWLEDGMENT

STATE OF NEW YORK )
) SS :
COUNTY OF NEW YORK )

On this 14th day of September 2001, before me, the undersigned, a Notary Public, in and for the county and State aforesaid, personally appeared Stephen Wincott, know to be the identical person who subscribed the name of Congress Financial Corporation (Central), an Illinois corporation, thereof to the foregoing instrument as an Executive Vice President and acknowledged to me that he/~~she~~ executed the same as of his/~~her~~ own free and voluntary act and deed as such officer, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission Expires: 6-23-2002

AMY HOTALING
NOTARY PUBLIC, State of New York
[illegible] County
Commission Expires June 23, 2002



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EXHIBIT A

Mortgaged Property

Description of the Released Parcel begins on the following page.



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EXHIBIT A

The land referred to is located in PLAINWELL CITY, Allegan County, State of Michigan, and is described as follows:

PROPERTY IS ALSO LOCATED IN OTSEGO TOWNSHIP

PARCEL A: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89 DEGREES 48' 33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19' 13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89 DEGREES 48' 33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00 DEGREES 19' 13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 48' 33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING.

P.P. 0355-020-001-10

PARCEL B-1: COMMENCING NORTH 58 DEGREES 23' WEST 171.82 RODS FROM THE EAST QUARTER POST OF SECTION 30; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 150 FEET; THENCE SOUTH 31 DEGREES 37' WEST 475 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23 EAST 84 FEET TO THE PLACE OF BEGINNING.

P P 0355-030-077-00

PARCEL B-2: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST 176.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 165 FEET; THENCE NORTH 58 DEGREES 23' WEST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET, THENCE SOUTH 58 DEGREES 23' EAST 66 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-10

PARCEL C-1: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST, 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY, THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING. EXCEPTING AND RESERVING A STRIP OF LAND 183.3 FEET WIDE OFF THE WESTERLY SIDE THEREOF.

P.P. 0355-030-077-20

PARCEL C-2: PART OF THE NORTH 1/2 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: THE EAST 91 2/3 FEET OF THE WEST 183 1/3 FEET OF THE FOLLOWING DESCRIBED PREMISES; COMMENCING AT A POINT NORTH

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58 DEGREES 23' WEST 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640.0 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING.

P.P. 0355-030-077-30

PARCEL D: COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL; THENCE WESTERLY ALONG THE NORTH LINE OF WEST ALLEGAN STREET 165 FEET; THENCE NORTHERLY 462 FEET; THENCE EASTERLY 165 FEET TO THE WEST LINE OF LASHER'S ADDITION; THENCE SOUTHERLY TO THE PLACE OF BEGINNING, BEING IN THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-080-00

PARCELS 1, 2 AND 3: LOT 43 TO 48, INCLUSIVE, CORPORATION PLAT AND LOT 75, CORPORATION PLAT. EXCEPT THAT PART LYING WEST OF LOT 27 AND NORTHEASTERLY OF THE MILL RACE AND LOT 120, CORPORATION PLAT AND ALSO LOTS 1-12 AND LOTS 49-59, WHITNEY ADDITION. ALSO LOTS 1-16 LASHERS ADDITION.

P P. 0355-160-043-00

PARCEL 4: VACATED RIVER STREET LOCATED IN RIVERVIEW ADDITION, ALSO THAT PART OF MICHIGAN AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF A LINE CONNECTING THE SOUTHERLY SIDE OF LOT 25, BLOCK 1, AND SOUTHERLY SIDE OF LOT 21, BLOCK 2, RIVERVIEW ADDITION, ALSO THAT PART OF PROSPECT AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF SOUTHERLY EXTENSION OF SOUTHERLY LINE OF LOT 40, BLOCK 1, RIVERVIEW ADDITION, ALSO LOTS 25 THRU 40, BLOCK 1, ALSO LOTS 16 THRU 30, BLOCK 2, RIVERVIEW ADDITION.

P.P. 0355-280-013-00

PARCEL 5: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION; THENCE NORTHWESTERLY PARALLEL WITH ALLEGAN STREET 463 FEET; THENCE NORTH 31 DEGREES 32' EAST TO THE LEFT BANK OF KALAMAZOO RIVER; THENCE SOUTHERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF RIVERVIEW ADDITION; THENCE SOUTH 31 DEGREES 37' WEST ALONG THE WEST LINE OF SAID ADDITION, 189 FEET TO POINT OF BEGINNING, SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-076-00

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PARCEL 6: ALL THAT PART OF THE EAST 1/2, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND DESCRIBED AS: COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION; THENCE EAST 377 FEET; THENCE NORTH 264 FEET; THENCE EAST 255 FEET, TO THE LOW WATER MARK OF THE KALAMAZOO RIVER THENCE NORTHERLY AND WESTERLY ALONG SAID LOW WATER MARK OF THE KALAMAZOO RIVER TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. SECTION 24, TOWN 1 NORTH, RANGE 12 WEST. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

P.P. 0317-024-047-00

PARCEL 7: COMMENCING ON THE WEST LINE OF LASHER'S ADDITION 495 FEET ON SAID ADDITION LINE FROM THE CENTER LINE OF ALLEGAN STREET; THENCE NORTH 58 DEGREES 23' WEST 231 FEET; THENCE SOUTH 31 DEGREES 37' WEST 57.25 FEET; THENCE NORTH 58 DEGREES 23' WEST 99 FEET TO THE EAST LINE OF RIVERVIEW ADDITION; THENCE NORTH 31 DEGREES 37' EAST TO LEFT BANK OF THE KALAMAZOO RIVER, THENCE SOUTHEASTERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF LOT 16, LASHER'S ADDITION; THENCE SOUTHWESTERLY TO BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

PARCEL 7 WAS FORMERLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, MICHIGAN, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY, SAID POINT BEING 462 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET;

THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE AS SHOWN ON THE PLAT OF SAID RIVERVIEW ADDITION, TO A POINT 437.25 FEET NORTHERLY OF THE NORTH LINE OF SAID ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID PROSPECT AVENUE; THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY, AS MEASURED ALONG THE EASTERLY LINE OF SAID PROSPECT AVENUE, OF THE NORTH LINE OF ALLEGAN STREET AND ON THE EAST LINE OF SAID PROSPECT AVENUE; THENCE NORTHERLY ON THE EASTERLY LINE OF SAID PROSPECT AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ALONG SAID RIVER TO THE NORTHWEST CORNER OF LOT 16 OF SAID LASHER'S ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING.

P.P. 0355-030-078-00

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EXHIBIT A-1

The land referred to is located in PLAINWELL City, Allegan County, State of Michigan, and is described as follows:

PARCEL A: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89 DEGREES 48' 33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19' 13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89 DEGREES 48' 33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00 DEGREES 19' 13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 48' 33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING

P.P. 0355-020-001-10

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LIBER 2128 PAGE 564

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[redacted]

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

0000076301 03418
MI,ALLEGAN Register of Deeds

STATE OF MICHIGAN
ALLEGAN COUNTY
RECORDED
10 OCT 2001 10:58:48 AM
JOYCE A. WATTS
REGISTER OF DEEDS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # Liber 1898, page 155 11/09/1999

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

| 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

| 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| | | | | |

| 7d. TAX ID #: SSN OR EIN | ADDL INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
|---|---|---|---|---|
| | | | | ☐ NONE |

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

Reference: CLIENT-06758/MATTER-0723

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Congress Financial Corporation (Central)

OR

| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

10. OPTIONAL FILER REFERENCE DATA
Debtor: Plainwell, Inc.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
(212) 594-0020

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
Liber 1898, page 155 11/09/1999

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME
Congress Financial Corporation (Central)

OR

| 12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME,SUFFIX |
|---|---|---|
| | | |

13. Use this space for additional information

Debtors:
1 of 1
Plainwell, Inc.
1270 Northland Drive
Mendota Heights, MI 55120
Tax ID: 38-3391489

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

[redacted] 0017857

LIBER 1999 PAGE 274

RECEIVED

00 NOV 22 AM 11:56

REGISTER
ALLEGAN

STATE OF MICHIGAN
ALLEGAN COUNTY
RECEIVED
27 NOV 2000 9 23:22 AM
JOYCE A. WATTS
REGISTER OF DEEDS

**Claim of Lien**

Notice is hereby given that on the 8th day of June, 2000,

**W. SOULE & COMPANY**, whose address is 5175 King Highway, P.O. Box 50471, Kalamazoo, Michigan, 49005,

first provided labor or material for an improvement to

**SEE EXHIBIT "A"**

the owner of which property is **PLAINWELL, INC.**, a Delaware corporation, whose address is 1270 Northland Drive, Suite 300, Mendota Heights, Minnesota, 55120, doing business as **PLAINWELL PAPER COMPANY**, whose address is 200 Allegan Street, Plainwell, Michigan, 49080.

The last day of providing labor or material was the 12th day of October, 2000.

The lien claimant's contract amount is $78,920.08. The lien claimant has received payment thereon in the total amount of $0.00, and therefore claims a construction lien upon the above-described real property in the amount of $78,920.08.

WITNESSES:

James M. Marquardt

Carisa A. Seaman

Dated: November 22, 2000

W. SOULE & COMPANY

By Brian Wisneski
Brian Wisneski
Its: Controller

5175 King Highway
P.O. Box 50471
Kalamazoo, Michigan 49005

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STATE OF MICHIGAN )
) ss.
COUNTY OF KALAMAZOO )

Subscribed and sworn to before me this 22 nd day of November, 2000.

[redacted]

, Notary Public
Kalamazoo County, Michigan

My commission expires: _____

[redacted]

PREPARED BY:

James M. Marquardt
LEWISALLEN, P.C.
136 E. Michigan Avenue
Suite 800
Kalamazoo, Michigan 49007
(616) 388-7600

[redacted]

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THOSE PARCELS SITUATED IN THE CITY OF PLAINWELL, OR TOWNSHIP OF OTSEGO, COUNTY OF ALLEGAN, AND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL A: COMMENCING AT THE SOUTH QUARTER POST OF SECTION 20, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN; THENCE RUNNING NORTH 89 DEGREES 48' 33" EAST ALONG THE SOUTH LINE OF SAID SECTION, 54.87 FEET TO THE EAST LINE OF THE PENN CENTRAL RAILROAD R.O.W. AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19' 13" EAST ALONG SAID EAST LINE, 510.00 FEET; THENCE NORTH 89

DEGREES 48' 33" EAST PARALLEL WITH SAID SOUTH LINE, 350.00 FEET; THENCE SOUTH 00 DEGREES 19' 13" WEST PARALLEL WITH SAID EAST LINE, 510.00 FEET, TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 48' 33" WEST ALONG SAID SOUTH LINE, 350.00 FEET, TO THE POINT OF BEGINNING.

P.P. 0355-020-001-10

PARCEL B-1: COMMENCING NORTH 58 DEGREES 23' WEST 171.82 RODS FROM THE EAST QUARTER POST OF SECTION 30; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 150 FEET; THENCE SOUTH 31 DEGREES 37' WEST 475 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 84 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-00

PARCEL B-2: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST 176.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 165 FEET; THENCE NORTH 58 DEGREES 23' WEST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-10

PARCEL C-1: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST, 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING. EXCEPTING AND RESERVING A STRIP OF LAND 103.3 FEET WIDE OFF THE WESTERLY SIDE THEREOF.

P.P. 0355-030-077-20

PARCEL C-2: PART OF THE NORTH 1/2 OF SECTION 30, TOWN 1 NORTH, RANGE

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11 WEST, DESCRIBED AS FOLLOWS: THE EAST 91 2/3 FEET OF THE WEST 183 1/3 FEET OF THE FOLLOWING DESCRIBED PREMISES; COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640.0 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING.

P.P. 0355-030-077-30

PARCEL D: COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL; THENCE WESTERLY ALONG THE NORTH LINE OF WEST ALLEGAN STREET 165 FEET; THENCE NORTHERLY 462 FEET; THENCE EASTERLY 165 FEET TO THE WEST LINE OF LASHER'S ADDITION; THENCE SOUTHERLY TO THE PLACE OF BEGINNING, BEING IN THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-080-00

PARCELS 1, 2 AND 3: LOTS 43 TO 48, INCLUSIVE, CORPORATION PLAT AND LOT 75, CORPORATION PLAT, EXCEPT THAT PART LYING WEST OF LOT 27 AND NORTHEASTERLY OF THE MILL RACE AND LOT 120, CORPORATION PLAT AND ALSO LOTS 1-12 AND LOTS 49-59, WHITNEY ADDITION. ALSO LOTS 1-16 LASHERS ADDITION.

P.P. 0355-160-043-00

PARCEL 4: VACATED RIVER STREET LOCATED IN RIVERVIEW ADDITION, ALSO THAT PART OF MICHIGAN AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF A LINE CONNECTING THE SOUTHERLY SIDE OF LOT 25, BLOCK 1, AND SOUTHERLY SIDE OF LOT 21, BLOCK 2, RIVERVIEW ADDITION, ALSO THAT PART OF PROSPECT AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STRZET AND NORTHERLY OF SOUTHERLY EXTENSION OF SOUTHERLY LINE OF LOT 40, BLOCK 1, RIVERVIEW ADDITION, ALSO LOTS 25 THRU 40, BLOCK 1, ALSO LOTS 16 THRU 30, BLOCK 2, RIVERVIEW ADDITION.

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P.P. 0355-280-013-00

PARCEL 5: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION, THENCE NORTHWESTERLY PARALLEL WITH ALLEGAN STREET 463 FEET; THENCE NORTH 31 DEGREES 32' EAST TO THE LEFT BANK OF KALAMAZOO RIVER; THENCE SOUTHERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF RIVERVIEW ADDITION; THENCE SOUTH 31 DEGREES 37' WEST ALONG THE WEST LINE OF SAID ADDITION, 189 FEET TO POINT OF BEGINNING, SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-076-00

PARCEL 6: ALL THAT PART OF THE EAST 1/2, LYING WEST AND SOUTH OF THE KALAMAZOO RIVER AND DESCRIBED AS: COMMENCING AT A POINT 2078.3 FEET NORTH OF THE SOUTH 1/4 POST OF SAID SECTION; THENCE EAST 377 FEET; THENCE NORTH 264 FEET; THENCE EAST 255 FEET, TO THE LOW WATER MARK OF THE KALAMAZOO RIVER THENCE NORTHERLY AND WESTERLY ALONG SAID LOW WATER MARK OF THE KALAMAZOO RIVER TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. SECTION 24, TOWN 1 NORTH, RANGE 12 WEST. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RUNNING FROM SUBJECT PROPERTY TO HIGHWAY M-89 AS SET FORTH IN DEED RECORDED IN LIBER 487 ON PAGE 112.

P.P. 0317-024-047-00

PARCEL 7: COMMENCING ON THE WEST LINE OF LASHER'S ADDITION 495 FEET ON SAID ADDITION LINE FROM THE CENTER LINE OF ALLEGAN STREET; THENCE NORTH 58 DEGREES 23' WEST 231 FEET; THENCE SOUTH 31 DEGREES 37' WEST 57.25 FEET; THENCE NORTH 58 DEGREES 23' WEST 99 FEET TO THE EAST LINE OF RIVERVIEW ADDITION; THENCE NORTH 31 DEGREES 37' EAST TO LEFT BANK OF THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF LOT 16, LASHER'S ADDITION; THENCE SOUTHWESTERLY TO BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

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PARCEL 7 WAS FORMERLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, MICHIGAN, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY, SAID POINT BEING 462 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET; THENCE WESTERLY 226.4 FEET TO A POINT 495 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE AS SHOWN ON THE PLAT OF SAID RIVERVIEW ADDITION, TO A POINT 437.25 FEET NORTHERLY OF THE NORTH LINE OF SAID ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID PROSPECT AVENUE; THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY, AS MEASURED ALONG THE EASTERLY LINE OF SAID PROSPECT AVENUE, OF THE NORTH LINE OF ALLEGAN STREET AND ON THE EAST LINE OF SAID PROSPECT AVENUE; THENCE NORTHERLY ON THE EASTERLY LINE OF SAID PROSPECT AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ALONG SAID RIVER TO THE NORTHWEST CORNER OF LOT 16 OF SAID LASHER'S ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING.

P.P. 0355-030-078-00

PARCEL 1R:
COMMENCING AT THE EAST QUARTER POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 0 DEGREES 15' 55" EAST ALONG THE EAST SECTION LINE, 462.53 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF BANISTER STREET; THENCE WEST 33 FEET TO THE PLACE TO BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 0 DEGREES 15' 55" WEST ALONG THE EAST LINE OF LOT 21 OF THE CORPORATION PLAT AND ITS NORTHERLY EXTENSION THEREOF, 49.75 FEET TO THE SOUTHEAST CORNER OF LOT 21; THENCE WEST ALONG THE SOUTH LINE OF LOT 21 AND ITS WESTERLY EXTENSION 143.69 FEET; THENCE NORTH 0 DEGREES 15' 55" EAST 49.75 FEET TO THE CENTERLINE OF BANISTER STREET; THENCE EAST ALONG THE CENTERLINE OF BANISTER STREET, 143.69 FEET TO THE PLACE OF BEGINNING. ALSO ALL LAND LYING BETWEEN THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY AND THE EAST LINE OF MILL RACE. BEING ALL OF LOT 21 OF THE CORPORATION PLAT OF THE CITY OF PLAINWELL, PART OF BANISTER STREET, AND THE LAND LYING BETWEEN LOT 21 OF THE CORPORATION PLAT AND THE MILL RACE. EXCEPT ALL OF LOT 21 OF CORPORATION PLAT OF THE CITY OF PLAINWELL AND ALL THAT LAND LYING BETWEEN LOT 21 OF CORPORATION PLAT AND THE MILL RACE, SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

©CTT

PARCEL 2R:
COMMENCING AT THE WEST QUARTER POST OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION, 354.75 FEET; THENCE NORTH 0 DEGREES 15' 55" EAST ALONG THE EAST LINE OF ANDERSON STREET 445.51 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 15' 55" EAST ALONG THE EAST LINE OF ANDERSON STREET 40.08 FEET; THENCE NORTH 79 DEGREES 45' 44" EAST 401.55 FEET, BEING A CHORD ON A CURVE TO THE LEFT WITH A RADIUS OF 1706.98 FEET AND A CENTRAL ANGLE OF 22 DEGREES 36' 08"; THENCE SOUTH 16 DEGREES 59' 33" EAST 40.00 FEET; THENCE SOUTH 79 DEGREES 48'19" WEST 413.56 FEET, BEING A CHORD ON A CURVE TO THE RIGHT WITH A RADIUS OF 1746.98 FEET AND A CENTRAL ANGLE OF 22 DEGREES 36' 08", TO THE EAST LINE OF ANDERSON STREET AND THE PLACE OF BEGINNING OF THIS DESCRIPTION. TOGETHER WITH ALL LAND BETWEEN THE ABOVE DESCRIBED PARCEL AND THE KALAMAZOO RIVER, BEING BOUNDED ON THE NORTH AND SOUTH BY THE EASTERLY EXTENSION OF THE NORTH AND SOUTH LINE OF THE ABOVE DESCRIBED PARCEL. THE ABOVE DESCRIBED LANDS BEING PART OF LOT 1 OF THE ORIGINAL PLAT OF THE VILLAGE OF PLAINWELL AND PART OF LOTS 76 AND 77 OF THE CORPORATION PLAT OF THE CITY OF PLAINWELL, ALL BEING IN SECTION 29, TOWN 1 NORTH, RANGE 11 WEST.

PARCEL 3R:
COMMENCING AT THE WEST QUARTER POST OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION, 1911.28 FEET; THENCE NORTH 0 DEGREES 23' 44" EAST ALONG THE WEST LINE OF FLORAL STREET 818.02 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 87 DEGREES 06' 28" WEST 359.77 FEET TO THE SOUTHERLY LINE OF OAK STREET, BEING A CHORD ON A CURVE TO THE LEFT WITH A RADIUS OF 556.48 FEET AND A CENTRAL ANGLE OF 56 DEGREES 03' 12"; THENCE NORTH 67 DEGREES 23' 09" EAST ALONG THE SOUTHERLY LINE OF OAK STREET 140.45 FEET; THENCE SOUTH 80 DEGREES 53' 16" EAST 232.85 FEET TO THE WEST LINE OF FLORAL STREET BEING A CHORD ON A CURVE TO THE RIGHT WITH A RADIUS OF 589.48 FEET AND A CENTRAL ANGLE OF 56 DEGREES 03' 12"; THENCE SOUTH 0 DEGREES 23' 44" WEST ALONG THE WEST LINE OF FLORAL STREET 35.28 FEET TO THE PLACE OF BEGINNING.
EXCEPT THAT PORTION OF THE ABOVE DESCRIBED LANDS LYING IN LOT 10 OF ANDERSON'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL. THE ABOVE DESCRIBED LANDS BEING PARTS OF LOTS 11, 12, 13, 14 AND 15 OF ANDERSON'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL.

PARCEL 4R:
COMMENCING AT THE WEST QUARTER POST OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 1960.78 FEET; THENCE NORTH 0 DEGREES 23' 44" EAST ALONG THE EAST LINE OF FLORAL STREET 765.10 FEET TO THE SOUTHWEST CORNER OF LOT 58 OF ANDERSON'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 23' 44" EAST ALONG THE WEST LINE OF LOT 58, 73.05

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FEET; THENCE SOUTH 51 DEGREES 13' 11" EAST 116.63 FEET TO THE SOUTH LINE OF LOT 58; THENCE WEST ALONG THE SOUTH LINE OF LOT 58, 91.42 FEET TO THE PLACE OF BEGINNING. THE ABOVE DESCRIBED LANDS BEING PART OF LOT 58 OF ANDERSON'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL.
EXCEPT THAT PART THAT LIES SOUTHWESTERLY OF THE PLAINWELL SPUR OF THE RAILWAY.

PARCEL 5R:
COMMENCING AT THE WEST QUARTER POST OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 1960.78 FEET; THENCE NORTH 0 DEGREES 23' 44" EAST ALONG THE EAST LINE OF FLORAL STREET 699.10 FEET TO THE SOUTH LINE OF SECOND STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID STREET 106.22 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EAST ALONG THE SOUTH LINE OF SAID STREET 19.42 FEET; THENCE SOUTH 51 DEGREES 13' 11" EAST 52.16 FEET TO THE WEST LINE OF PRAIRIE STREET; THENCE SOUTH 0 DEGREES 32' 35" WEST ALONG THE WEST LINE OF SAID STREET 9.64 FEET; THENCE NORTH 54 DEGREES 48' 26" WEST 73.41 FEET TO THE PLACE OF BEGINNING.

PARCEL 6R:
COMMENCING AT THE WEST QUARTER POST OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST; THENCE EAST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 2239.98 FEET; THENCE NORTH 0 DEGREES 32' 35" EAST ALONG THE ESAT LINE OF PRAIRIE STREET 609.48 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0 DEGREES 32' 35" EAST ON THE EAST LINE OF SAID STREET 4.33 FEET; THENCE SOUTH 51 DEGREES 13' 11" EAST 73.07 FEET; THENCE NORTH 53 DEGREES 59' 19" WEST 70.47 FEET TO THE PLACE OF BEGINNING.

PARCEL 7R:
COMMENCING AT THE WEST QUARTER POST OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 0 DEGREES 15' 55" EAST ON THE WEST LINE OF SAID SECTION 463.50 FEET; THENCE SOUTH 89 DEGREES 45' 17" EAST 243.76 FEET; THENCE NORTH 78 DEGREES 56' 39" EAST 676.87 FEET;

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THENCE NORTH 67 DEGREES 38' 35" EAST 101.16 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 22 DEGREES 21' 25" WEST 16.5 FEET; THENCE NORTH 67 DEGREES 38' 35" EAST 96.75 FEET TO THE WEST LINE OF SHERWOOD AVENUE; THENCE SOUTH 42 DEGREES 10' 50" EAST ON THE WEST LINE OF SHERWOOD AVENUE 35.08 FEET; THENCE SOUTH 67 DEGREES 38' 35" WEST 108.65 FEET; THENCE NORTH 22 DEGREES 21' 25" WEST 16.5 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH ALL LAND LYING BETWEEN THE KALAMAZOO RIVER AND THE WEST LINE OF THE ABOVE DESCRIBED LAND AND BEING BOUND ON THE NORTH AND SOUTH BY THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED PROPERTY.

P.P. 0355-030-800-01
P.P. 0355-029-800-01
P.P. 0355-994-376-92

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# UCC 3 - STATE OF MICHIGAN

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code. Filed with: Allegan

FOR FILING OFFICER
(Date, Time, Number, and Filing Officer)

DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if Individual) & Address(es)

Plainwell Inc.
200 Allegan Street
Plainwell, MI 49080

Sec. Security # / Tax ID #
38-3391489

RECORDED
9 NOV 1999 2:14:35 PM
JOYCE A. WATTS
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

LIBER 1893 PAGE 164

2. Secured Party(ies) & Address(es) — Secured Party #

Sanwa Business Credit Corporation, as Agent
One South Wacker Drive
39th Floor
Chicago, IL 60606

4. No. of Add'l Sheets: 0

5. State Account No.

3. MAIL ACKNOWLEDGEMENT COPY TO:

6. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT BEARING THE FOLLOWING:

Sec. of State File Number _____

Reg. of Deeds File Number 97-6874 L1651 p274

Liber _____ Page _____

97-6874

060987

7. [ ] AMENDMENT - The Financing Statement bearing the file number(s) shown in Item 6 is amended as set forth in Item 13

8. [ ] ASSIGNMENT - All of Secured Party's right under the Financing Statement bearing the file number shown in Item 6 has been assigned to the assignee whose name and address appears in Item 13 below.

9. [ ] PARTIAL ASSIGNMENT - A portion of the Secured Party's right under the Financing Statement bearing the file number shown in Item 6 to the property described in Item 13 below has been assigned to the assignee whose name and address appears in Item 13.

10. [ ] CONTINUATION - The original Financing Statement bearing the file number shown in Item 6 is still effective. A CONTINUATION CANNOT BE FILED MORE THAN SIX MONTHS PRIOR TO EXPIRATION DATE.

11. [ ] PARTIAL RELEASE - The Secured Party(ies) release(s) the following collateral described in Item 13 below from the original Financing Statement bearing the file number as shown in Item 6.

12. [x] TERMINATION - The Secured Party(ies) of record no longer claim(s) a security interest under the Financing Statement bearing the file number shown in Item 6.

13. Termination: The secured party no longer claims a security interest under the financing statement bearing the file number shown above.

Fleet Business Credit Corporation (f/k/a Sanwa Business Credit Corporation, as Agent)

X _____
Signature(s) of Debtor(s)

X [signature] VP
Signature(s) of Secured Party(ies) or Assignee(s) of Record
Donald A. Mastro

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 2, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 3.

93773

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code. (Please Type All Information)

FOR FILING OFFICER (Date, Time, Number, and Filing Office)
DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if individual) & Address(es) — Soc. Security #/Tax ID #

38-3391489

PLAINFELL INC.
1170 Northland Drive, Suite 300
Mendota Heights, Minnesota 55120

RECORDED
11/9/1999 2:13:00 PM
JOYCE A. WATTS
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

LIBER 1898 PAGE 155

2. If filing without debtor signature, Item a, b, c, or d must be marked [X].
a. [ ] Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan;
b. [ ] Collateral is proceeds of the original collateral in which a security interest was perfected;
c. [ ] A previous filing covering the collateral has lapsed (Prev. Filing # ):
d. [ ] This filing covers collateral acquired after a change of name identity, or corporate structure of Debtor (MCLA 440.9402(2) & (7))
FROM:
(Prev. Filing # ).

3. Secured Party(ies) & Address(es) — Secured Party #

Congress Financial Corporation (Central) 13-3156012
150 South Wacker Drive
Chicago, Illinois 60606-4401

4. Assignee(s) (if any) & Address(es) — Secured Party #

5. No. of Add'l Sheets: 7

6. State Account No.:

7. (Mark [X] if applicable):
a. [ ] The collateral is consumer or farm related goods. (Complete Item 8.)
b. [ ] The collateral is crops. Must contain real estate description. (Use Item 8)
c. [X] Products of the collateral are also covered.
d. [X] This is a fixture filing to be recorded in the real estate records of the county. (Items 8 and 9 must be completed.)

8. This financing statement covers the following types (or items) of property:
(Describe):

All facilities, fixtures, trade fixtures, fittings, machinery, appliances, furniture, equipment and other property more particularly described on Exhibit A annexed hereto and located on the real estate described on Exhibit B annexed hereto. The described items of property are or will be affixed to the real estate described herein and this statement is to be filed in the same office as the real estate records.

9. (Mark [X] if applicable):
a. [X] The goods are to become fixtures on the following described real estate
b. [X] The above described timber is standing on the following described real estate
c. [ ] The above described minerals or the like (including oil and gas) are to be extracted from the wellhead or minehead of the mine located on the following described real estate
d. [ ] The above described accounts include accounts resulting from the sale of minerals or the like (including oil and gas) to be extracted from the wellhead or minehead of the mine located on the following described real estate
(Describe real estate):

See Exhibit B attached hereto

If 1 of the above items is checked, this financing statement is to be recorded in the real estate records.
If the debtor does not have an interest of record, the name of the record owner is:

PLAINFELL INC.

X _____ Signature(s) of Debtor(s) — Jeffrey A. Arneson, Title: SVP

X _____ Signature(s) of Secured Party(ies) or Assignee(s) of Record

X _____ Signature(s) of Debtor(s)

X _____ Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, YOU MUST INCLUDE A PRE-ADDRESSED RETURN ENVELOPE. *(UCC-1A Register of Deeds Filing Officer Copy)*

DEW

REGISTER OF DEEDS FILING OFFICER COPY

93773

ATTACHMENT TO MICHIGAN FORM UCC-1A
PLAINWELL INC. (DEBTOR)

ITEMS CONTINUED FROM FORM:

Description of Collateral:

All fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by Debtor, and located in, or on, or attached to, and used or intended to be used in connection with, or with the operation of that certain property described in Exhibit B attached hereto and made a part hereof (the "Land"), buildings, structures or other improvements or in connection with any construction being conducted or which may be conducted thereon, together with any and all replacements thereof, substitutions therefor and betterments and additions thereto and the proceeds thereof and any and all licenses, permits or other documents used in connection with the ownership or operation of the Land or any improvements thereon, including but not limited to that certain property more particularly described on Exhibit A annexed hereto

# ATTACHMENT 2

INTER OFFICE CORRESPONDENCE

Plainwell Paper Co., Inc.
Division of Nicolet Paper Company

DATE: May 4, 1973

TO: Richard Radt, Tom Pitcher, Richard Saddler, Ed MacDonald, Alan Macnair, Jim Gray

FROM: Carl Gren

SUBJECT: JUSTIFICATION FOR PURCHASE OF ELECTRICAL TRASH PUMP FOR MILL SLUDGE PITS

The attached justification for a permanent installation of Electric Trash Pump at our sludge pits was completed by Robert Goodrich at my request.

I consider it to be well done and descriptive of the situation. I therefore am entering it as it was written.

The project involves a rapid payback of a necessary expenditure. This pump will remove the need for a rental involving a cost of up to $17.50/day which we used previously.

We would appreciate your immediate attention.

Carl A. Gren
Environmental Resources Supervisor

CAG/ka

Nicolet
FORM 342

# APPROPRIATION REQUEST & EXPENDITURE AUTHORIZATION

380-111-
DATE 5/4/7

| SUBJECT OF ANALYSIS | | | | |
|---|---|---|---|---|
| | ☐ LAND<br>☐ BLDG. | ☒ BLDG. & EQUIP.<br>☐ MACH. & EQUIP. | ☐ TRUCKS - CARS<br>☐ FURN. & FIXT. | ☐ LEASEHOLD<br>☐ Laborator |

| COST REDUCTION: | INCOME EXPANSION: | | RISK REDUCTIO |
|---|---|---|---|
| ☐ EQUIP. REPLACEMENT<br>☒ METHODS IMPROVEMENT | ☐ EXPANSION<br>☐ NEW UNDERTAKING | ☐ INNOVATION<br>☐ PRODUCT IMPROVE. | ☐ STRATEGIC<br>☐ WELFARE SAFETY |

**HOME OFFICE USE**

| NET INVESTMENT | % RET. ON INVESTMENT | ACCEPTANCE CRITERIA | PAYOUT PERIO |
|---|---|---|---|
| $ 2,108.00 | | | |

| TIMING OF EXPENDITURE | 1ST QUARTER | 2ND QUARTER | 3RD QUARTER | 4TH QUARTER | CARRY-( |
|---|---|---|---|---|---|
| | | | $2,108.00 | | |

**PURPOSE OF EXPENDITURE AND EXPLANATION:**

The purpose of this project is primarily to reduce the ever increasing sludge removal costs at a expenditure to us of $2,108.00. By utilizing this equipment, these costs can be cut 40-50%.

**DESCRIPTION OF FACILITIES**

| PROPOSED | PRESENT |
|---|---|
| See Attached Report. | No Equipment will be retired. |
| AUXILIARY ASSETS: | |

RECOMMENDATION:

See Attached Report.

BY: [signature]

| | Recommended for Incorporation In Facilities Plan | | Capital Expen Approved and A |
|---|---|---|---|
| Mill Accountant | [signature] | General Manager 7/17/73 | [signature] |
| Plant Mgr. | | V. P. — Manufacturing | |
| Facilities Mgr. | | V. P. — Marketing | |
| Director of Eng. | Jerry Wilkey | V. P. — Finance | |
| Purchasing | [signature] | President | |
| Industrial Relations Mgr. | | Controller | |
| Tech. Services | [signature] | | |

Form 87-1052

:icolet
ORM - 342

# EXPENDITURE AUTHORIZATION File F-780

DATE 3/14

| | | | | |
|---|---|---|---|---|
| JBJECT OF NALYSIS | ☐ LAND<br>☐ BLDG. | ☐ BLDG. & EQUIP.<br>☐ MACH. & EQUIP. | ☐ TRUCKS - CARS<br>☐ FURN. & FIXT. | ☐ LEASEHOLD<br>☐ Laborator |

| OST REDUCTION: | INCOME EXPANSION: | | RISK REDUCTIC |
|---|---|---|---|
| ☐ EQUIP REPLACEMENT<br>☐ METHODS IMPROVEMENT | ☐ EXPANSION<br>☐ NEW UNDERTAKING | ☐ INNOVATION<br>☐ PRODUCT IMPROVE. | ☐ STRATEGIC<br>☐ WELFARE SAFETY |

**HOME OFFICE USE**

| NET INVESTMENT | % RET. ON INVESTMENT | ACCEPTANCE CRITERIA | PAYOUT PERIC |
|---|---|---|---|
| | | | |

| TIMING OF EXPENDITURE | 1ST QUARTER | 2ND QUARTER | 3RD QUARTER | 4TH QUARTER | CARRY |
|---|---|---|---|---|---|
| | | | $2,888.20 | | |

**PURPOSE OF EXPENDITURE AND EXPLANATION:**

Repair of Economy Sump Pumps at a cost of $2,888.20.
Completion 18 weeks after approval.

**DESCRIPTION OF FACILITIES**

| PROPOSED | PRESENT |
|---|---|
| | |
| AUXILIARY ASSETS: | |

RECOMMENDATION:

BY: [signature]

| | Recommended for Incorporation In Facilities Plan | | Capital Exp Approved and |
|---|---|---|---|
| Mill Accountant | | General Manager | |
| Plant Mgr. 4-16-74 | [signature] | V. P. — Manufacturing | |
| Facilities Mgr. | | V. P. — Marketing | |
| Director of Eng. 3-14-74 | [signature] | V. P. — Finance | |
| Purchasing 4/16/74 | [signature] | President | |
| Industrial Relations Mgr. | | Controller | |
| Tech. Services | | | |

Form #552 PM Inc.

# PROJECT RELEASE

| TO | COMPANY OR DIVISION | APPROP. NO. | SUPPL. |
|---|---|---|---|
| Messrs. F.M. Stefan, R. G. Etter, G. U. White and P. Goldschmidt | P.M. Industrial | IND-B-20 | |
| **FROM** | **PLANT OR LOCATION** | **DATE** | |
| Mr. W. F. Sperber | Plainwell | May 26, 1976 | |

THIS IS YOUR NOTIFICATION THAT

APPROPRIATION NO. IND-B-20
SUPPLEMENT NO. _____

HAS BEEN AUTHORIZED FOR $ 329,049 ON

PROJECT (TITLE): Waste Water Treatment Modification

AND IS HEREBY RELEASED SUBJECT TO THE CONDITIONS SET FORTH BELOW

CONDITIONS (if any, explain fully)

APPROPRIATIONS ON THIS PROJECT

| | CAPITAL EQUIPMENT | EXPENSE | TOTAL |
|---|---|---|---|
| PREVIOUSLY APPROVED | $ | $ | $ |
| THIS REQUEST | 329,049 | - | 329,049 |
| TOTAL AUTHORIZED | $ 329,049 | $ - | $ 329,049 |

5/17/76
(Date of Final Approval)

(CONTROLLER)

| 1. COMPANY OR DIVISION | 2. PLANT OR LOCATION | 3. APPROP NO | 4 SU |
|---|---|---|---|
| PLAINWELL PAPER CO., INC. | PLAINWELL, MICHIGAN | IWD-8-20 ~~180-111-3522~~ | ~~4~~ |

5. PROJECT TITLE

WASTE WATER TREATMENT MODIFICATION

6 PROJECT OBJECTIVE

Modification of existing waste water treatment system to meet new water pollution limitations in effect November 1, 1975 with maximum spending of $211,800.00

7. AMOUNT (SEE PAGE 2)

| | |
|---|---|
| CAPITAL | 117,749 |
| EXPENSE | - |
| TOTAL PROJECT | 117,749 |

8. CATEGORY OF CAPITAL EXPENDITURE

1. ☐ INCREASED CAPACITY
2. ☐ COST REDUCTION
3. ☐ NEW VENTURE
4. ☐ STRAIGHT REPLACEMENT
5. ☐ PRODUCT LEADERSHIP/COMPETITIVE PRESSUF
6. ☒ COMPLIANCE WITH OUTSIDE REQUIREMENTS
7. ☐ ADMINISTRATIVE REQUIREMENTS
8. ☐ RESEARCH, DEVELOPMENT, ENGINEERING

9. PROJECT COST SUMMARY (SEE PAGE 2) (CAPITAL ONLY)

PREVIOUS AUTHORIZATION 211,800 THIS REQUEST 117,249 TOTAL CAPITAL 329,049

PROJECT WAS ☒ (WAS NOT ☐) INCLUDED IN THE CAPITAL EXPENDITURES FORECAST FOR 320,0

PROJECT WAS ☒ (WAS NOT ☐) INCLUDED IN THE FIVE YEAR PLAN FOR 211,8

10 SUMMARY OF FACILITIES TO BE RETIRED (SEE FORM #631 P.M. INC. ATTACHED) COLUMNS MARKED (*) ARE COMPLETE FOR ASSETS NOT ON A COMPOSITE RATE DEPRECIATION METHO

| ORIGINAL COST | ACCUMULATED* DEPRECIATION | NET BOOK* VALUE | ADDITIONAL COST OR (PROCEEDS) ON RETIREMENT | LOSS OR (G |
|---|---|---|---|---|
| | | | | |

11. FORECAST OF CASH OUTLAY (CAPITAL ONLY)

| QUARTER | 2ndQ 1976 | 3rdQ 1976 | Q 19 | Q 19 | SUBSEQUENT | TO |
|---|---|---|---|---|---|---|
| AMOUNT | 170,000 | 159,049 | | | | 329 |

ESTIMATED COMPLETION DATE 10-1-76

12. REQUIRED APPROVALS (CAPITAL ONLY)

| | |
|---|---|
| ORIGINATOR | DATE 4-9-76 |
| | DATE 4-12-76 |
| | DATE 4-9-76 |
| | DATE 4-9-76 |
| | DATE 4-12-76 |
| OPERATING COMPANY CONTROLLER | DATE |
| OPERATING COMPANY PRESIDENT | DATE 5/12/76 |

13. PROJECT SUBSTANTIATION (SEE PAGE 3)

A. PAYBACK PERIOD
B. RETURN ON INVESTMENT
C. PROJECT LIFE YEARS

14. APPROVAL - $100,000 AND OVER

| | |
|---|---|
| P.M. CORPORATE CONTROLLER | DA 5-17 |
| P.M. CORPORATE V.P. - PLANNING | DA 5-17 |
| P.M. CORPORATE V.P. - FINANCE | DA 6/1 |
| P.M. CORPORATE PRESIDENT | DA 5/1 |

| PLANT: Nicolet FORM - 342 | APPROPRIATION REQUEST & EXPENDITURE AUTHORIZATION | PRODUCT NO 320 111-3 DATE 7-21- |
|---|---|---|

| SUBJECT OF ANALYSIS | [ ] LAND [ ] BLDG | [ ] BLDG & EQUIP [X] MACH. & EQUIP. | [ ] TRUCKS - CARS [ ] FURN. & FIXT. | [ ] LEASEHOLD [ ] Laboratory |
|---|---|---|---|---|

| COST REDUCTION: | INCOME EXPANSION: | | RISK REDUCTION |
|---|---|---|---|
| [ ] EQUIP. REPLACEMENT | [ ] EXPANSION | [ ] INNOVATION | [ ] STRATEGIC |
| [ ] METHODS IMPROVEMENT | [ ] NEW UNDERTAKING | [ ] PRODUCT IMPROVE. | [ ] WELFARE SAFETY |

HOME OFFICE USE

| NET INVESTMENT | % RET. ON INVESTMENT | ACCEPTANCE CRITERIA | PAYOUT PERIOD |
|---|---|---|---|
| $ 19,000 | | | |

| TIMING OF EXPENDITURE | 1ST QUARTER | 2ND QUARTER | 3RD QUARTER | 4TH QUARTER | CARRY-OV |
|---|---|---|---|---|---|
| | | | $ 19,000 | | |

PURPOSE OF EXPENDITURE AND EXPLANATION:

The purpose of this expenditure is to prepare the engineering drawings, specifications, etc. that are required to perform certain in-mill and waste treatment plant process modifications necessary to meet State of Michigan water pollution requirements.

DESCRIPTION OF FACILITIES

| PROPOSED | PRESENT |
|---|---|
| | |
| AUXILIARY ASSETS: | |

RECOMMENDATION:

To retain Commonwealth Associates to perform all engineering necessary to carry out in-mill and waste treatment plant modifications listed in the attached descriptions (Phase II-A in attached Commonwealth proposal).

BY: J. C. Farrand

| | | Recommended for Incorporation In Facilities Plan | | | Capital Expenditure Approved and Auth |
|---|---|---|---|---|---|
| Office Mgr. | 7/24/75 | [signature] | Plant Manager | 8/4/75 | R L Radt |
| Plant Mgr. | | [signature] 7-24-75 | V. P. — Manufacturing | | |
| Facilities Mgr. | | | V. P. — Marketing | | |
| Director of Eng | Carl Lenaworth | [signature] | V. P. — Finance | | |
| Mgr. of Marketing | | | President | [signature] | |
| ~~Budget Director~~ | [signature] | | Controller | | |
| Director of R & D | | [signature] | | | |

S 22924

FORM 0452
PM IPC. REV. 10/80

# PROJECT RELEASE

from Nowak - didn't copy - find orig

| TO | COMPANY OR DIVISION | APPROP. NO. | SUPPL. NO. |
|---|---|---|---|
| Messrs: W. McCoy, B. Brown, G. Lewis, T. Contrucci, H. Millington, P. Goldschmidt, and J. Bishop | P.M. Industrial | IND-B-53 | |
| **FROM** | **PLANT OR LOCATION** | **DATE** | |
| Mr. W. C. Smiy | Plainwell | April 21, 1983 | |

THIS IS YOUR NOTIFICATION THAT

APPROPRIATION NO. IND-B-53
SUPPLEMENT NO. _____

HAS BEEN AUTHORIZED FOR $ 3,004,000 ON

PROJECT (TITLE): Upgrade Waste Water Treatment Plant – Plainwell

AND IS HEREBY RELEASED SUBJECT TO THE CONDITIONS SET FORTH BELOW

CONDITIONS (if any, explain fully)

APPROPRIATIONS ON THIS PROJECT

| | FIXED ASSETS | CAPITALIZED INTEREST | WORKING CAPITAL | EXPENSE | TOTAL REQUEST |
|---|---|---|---|---|---|
| Previously Approved | $ 246,000 | $ – | $ – | $ – | $ 246,000 |
| This Request | 3,004,000 | – | – | – | 3,004,000 |
| Total Authorized | $ 3,250,000 | $ – | $ – | $ – | $ 3,250,000 |

4/18/83
(DATE OF FINAL APPROVAL).

William C. Smiy
(CONTROLLER).

# APPROPRIATION REQUEST

*Summary (Page 1)*

| 1. COMPANY OR DIVISION | 2. PLANT OR LOCATION | 3. APPROP. NO. | 4. SUPPL. NO. |
|---|---|---|---|
| Plainwell Paper Co., Inc. | Plainwell, MI | 380-111-4303 | |

**5. PROJECT TITLE**

Upgrade Waste Water Treatment Plant

**6. PROJECT DESCRIPTION**

Improve the existing treatment plant through a larger secondary clarifier, more air, a better nutrient system, and more sludge recycling.

**7. AMOUNT**

| | |
|---|---|
| FIXED ASSETS | $ 3,250,000 |
| CAPITALIZED INTEREST | |
| WORKING CAPITAL | |
| EXPENSE | |
| TOTAL REQUEST | $ 3,250,000 |

**8. CATEGORY OF CAPITAL EXPENDITURE**

1. ☐ INCREASED CAPACITY
2. ☐ COST REDUCTION
3. ☐ NEW VENTURE
4. ☐ STRAIGHT REPLACEMENT
5. ☐ PRODUCT LEADERSHIP/COMPETITIVE PRESSURES
6. ☒ COMPLIANCE WITH OUTSIDE REQUIREMENTS
7. ☐ ADMINISTRATIVE REQUIREMENTS
8. ☐ RESEARCH/DEVELOPMENT
9. ☐ STRATEGIC REQUIREMENT
10. ☐ ENGINEERING/ENGINEERING DESIGN

**9. PROJECT STATUS (FIXED ASSETS ONLY)**

THIS REQUEST $ 3,004,000 PREVIOUS AUTHORIZATION $ 246,000 TOTAL COST $ 3,250,000

PROJECT WAS ☒ WAS NOT ☐ INCLUDED IN THE Jan 83 (Date) CAPITAL EXPENDITURES FORECAST FOR $ 2,400,000

PROJECT WAS ☒ WAS NOT ☐ INCLUDED IN THE 1982 (Year) FIVE YEAR PLAN FOR $ 2,400,000

**10. SUMMARY OF FACILITIES TO BE RETIRED (SEE FORM #651 P.M. INC. ATTACHED)**

ORIGINAL COST $ _____ LOSS OR (GAIN) ON DISPOSITION $ _____

**11. FORECAST OF CASH OUTLAY (FIXED ASSETS ONLY)**

| 3 Q 19 82 | 4 Q 19 82 | Q 19 | Q 19 | YEAR 0 TOTAL |
|---|---|---|---|---|
| $ 45,000 | $ 18,000 | $ 0 | $ 0 | $ 0 |
| **YEAR 1 TOTAL** | **YEAR 2 TOTAL** | **YEAR 3 TOTAL** | **SUBSEQUENT** | **TOTAL CASH OUTLAY** |
| $ 2,900,000 | $ 287,000 | $ 0 | $ 0 | $ 3,250,000 |

ESTIMATED COMPLETION DATE 12/31/83

**12. REQUIRED APPROVALS**

| | |
|---|---|
| George W. Lawton — Originator/Coordinator | 3-28-83 Date |
| James R. Ishmael | 3-29-83 Date |
| Thomas Contreras | 4-6-83 Date |
| Larry Hensch — Operating Company Controller | 3-27-83 Date |
| Samuel Fayle — Operating Company Vice President | 3/29/83 Date |
| Vice President Finance | Date |
| A. Wendel — Vice President Operations | 4-6-83 Date |
| Vice President Operations | Date |

**13. INCREMENTAL PROFIT ANALYSIS AND TOTAL CASH FLOW (PAGE 3)**

A. PAYBACK PERIOD _____ YEARS

B. RETURN ON INVESTMENT _____ %

C. PROJECT LIFE _____ YEARS

**14. APPROVAL – $500,000 AND OVER**

| | |
|---|---|
| William C. Smith — P.M. CORPORATE CONTROLLER | 4/15/83 Date |
| P.M. CORPORATE V.P. – PLANNING | 4-15-83 Date |
| H. S. Tow — P.M. CORPORATE V.P. – FINANCE | 4-18-83 Date |
| P.M. CORPORATE EXECUTIVE V.P. | Date |
| P.M. CORPORATE VICE CHAIRMAN OR PRESIDENT | Date |

nicolet paper company

**PLAINWELL DIVISION**
(PLAINWELL PAPER CO., INC.)

PLAINWELL, MICHIGAN 49080 • PHONE: AREA 616-685-5851 • TELETYPE: 810-277-4990

May 7, 1971

Corps of Engineer
Department of the Army
P. O. Box 1027
Detroit, Michigan 48231

Gentlemen:

Please send to my attention the necessary forms to file for a permit to discharge to the Kalamazoo River.

We have four (4) discharge points from our operations. Three (3) of these are cooling water discharges and one (1) is from our secondary waste-treatment plant.

Sincerely yours,

PLAINWELL PAPER CO., INC.
A Division of Nicolet Paper Co.

James M. Hays
Manager-Product Development
& Technical Services

JMH/jb

cc: D. Martin
C. Gren
G. Ketchum

File: 10.62

cc: J. Farran
I. Gellma
(Natl. Co

**Plainwell Paper Co., Inc.**
An Affiliate of Philip Morris Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851
Teletype: 810-277-4990

September 8, 1976

Mr. Martin N. Grant
Edward C. Jordan Co.,Inc.
P.O. Box 7050
Downtown Station
Portland, Maine 04112

Dear Mr. Grant:

Enclosed you will find data we have available, as requested, for your "EPA Pulp and Paper Survey", In-Plant Control Technologies For Raw Waste Load Reduction."

Item I General Information

1. Process - Approximate tons per day (or some other convenient unit) of waste significant raw materials other than pulp as noted below. This information given in approximate tons used per year.

Item 3 of I:
What is Mill's energy requirement during survey period?

We use gas only in summer up to this time.
Have the ability to use #6 oil, but don't at this time
Other information as noted on form.

Page 16: Item 36
A. Boilers
Effluent from boiler plant through sewer as uncontaminated cooling water.
Tested and measured weekly.

| | |
|---|---|
| Standard maximum | $BOD_5$ - 20 Mg/L |
| | $BOD_5$ - 45#/Day |
| | Suspended Solids - 20 Mg/L |
| | Suspended Solids - 45#/Day |
| | Oil & Grease - 10 mg/L |
| | pH - Max. (9.5) Min. 6.5 |
| Flow - Average - | 80,000 GPD |

nicolet paper company
PLAINWELL DIVISION
PLAINWELL, MICHIGAN 49080

FROM: Dallas M. Kersey
Philip Morris Incorporated
100 Park Avenue
New York, New York 10017
(212) 679-1800

FOR IMMEDIATE RELEASE

December 1, 1970

PHILIP MORRIS ANNOUNCES

COMPLETION OF PAPER MILL ACQUISITION

FROM WEYERHAEUSER

PLAINWELL, Mich., Dec. 1 --- Philip Morris Incorporated announced today that it had completed the acquisition of Plainwell Paper Co., Inc., located in Plainwell, Mich., from the Weyerhaeuser Company.

Philip Morris said on October 29 that it was holding discussions with Weyerhaeuser toward the Plainwell acquistion.

Plainwell Paper Co. will operate as a division of Nicolet Paper Co. of De Pere, Wis. Nicolet Paper is a part of Philip Morris.

Donald V. Martin will serve as the operating head of the Plainwell mill with the title of Vice President and Mill Manager. Martin had been in various management positions at the paper mill since 1953.

The Plainwell mill has been closed since Aug. 8 when the hourly employees, represented by United Papermakers and Paperworkers Union, went on strike. A month later Weyerhaeuser announced it was putting up the mill for sale.

- more -

Robert G. Etter, President of Nicolet Paper, said today that the mill would probably be back in production on one paper machine by the first week of January.

"The completion of the acquistion now means that we can get underway with the many steps necessary before we can start making paper," Etter said. Employees will be called back to the mill between now and January according to the manning requirements necessary for start-up of the first machine, he added.

Under the new operating arrrangement, he said, the Plainwell mill will serve as a complete business center including technical services, marketing and manufacturing. Under Weyerhaeuser the mill had only manufacturing personnel.

"Setting up these additional services will take several weeks, but must be done before we can start making paper at the mill again," Etter stated. "The addition of these services places new responsibilities and challenges on the Plainwell mill management for which they must quickly gear themselves."

Nicolet Paper and the local union representing the hourly mill employees reached an agreement on a new contract in mid-November. The contract has also been ratified by the union membership.

Vice President Martin has had 19 years experience in production and management of papermaking at the Plainwell mill.

Born in Kalamazoo, Martin attended Richland High School and receive his bachelor's degree in paper technology from Western Michigan University.

# # #

PMI

# news briefs

PLAINWELL PAPER

37-80

November 2, 1980

HOW ARE WE DOING? With our latest Capital Project - No. 4 Paper Machine Rebuild, just about ready to go, let's take a look at just where the Plainwell Paper "is coming from".

On January 26, 1886, a group of 25 Plainwell business men met at the "Banking House of Messrs. Soule & Hicks for the purpose of organizing a paper company with authorized capital stock of $50,000. The company would be known as the Michigan Paper Company of Plainwell. On February 15, 1887, an order for a 76" Harper Improved Fourdrinier paper machine with appliances and attachments was purchased at a cost of $12,000. The new mill produced its first paper on August 17, 1887, with a capacity of 8 tons per day.

The construction of a finishing room was authorized in 1888 and in 1891 the property of the Lyon Paper Mill in Plainwell was purchased for $6,000. In 1896 the wire was lengthened to 50 feet, additional dryers and a new stack of calenders was added to increase production. At this point a lack of a rail siding hampered the handling of raw materials. This problem was alleviated in 1905 when a contract with the Grand Rapids and Indiana Railway to furnish spur track was approved. Additional stock was issued to modernize existing facilities and install new equipment to increase capacity to 15 tons per day. Ground was broken for a new paper mill. A contract for a new 112" Fourdrinier paper machine was awarded in 1906 at a cost of $23,000 and the old 76" machine was modernized at this time. The new machine began operation in 1907 and the finishing room was expanded at this time. Two more 130" paper machines were ordered in 1910 and the construction of a new paper mill and necessary boiler facilities began. In 1932 the original 76" paper machine was retired. Coating operations were moved to Plainwell in 1939 but were discontinued in 1948. Number four paper machine was completely rebuilt in 1946 and a size press and new dryer section added to #3 paper machine in 1956, the same year the company became the Hamilton Paper Company. An add on to the deinking system was a new hypo-chlorite bleaching plant which began production in 1957 and in 1958 a size press and new dryer section added to #2 paper machine. In 1959 further refinements in equipment and processes boosted capacity to 115 tons per day.

The Weyerhauser Co. acquired the mill in 1961 and operated it until it was shut down in early 1970. In December of that year it was re-opened as Plainwell Paper Co., Inc under the ownership of Philip Morris Incorporated. Improvements since that time include new beater room equipment and improvements, a complete sewer system throughout the mill, #2 paper machine rebuilt in 1976, a new warehouse completed in 1978, modern attractive offices, two city blocks of houses purchased for further expansion and the current projects of rebuilding #4 machine and the addition of the Bielomatik Automatic Cutter.

This brief history of the physical plant and equipment of Plainwell Paper emphasizes one thing about all others, the acceleration of costs. The paper machine that cost

$12,000 in 1887 would now cost $120,000,000.00. The original company was founded on $50,000, a fraction of the cost of only one of the pieces of equipment presently being installed in the mill. It also tells us that the mill has been a dynamic, growing part of this community for nearly 100 years. With our loyal, hardworking employees combined with the support of Philip Morris Industrial, it will continue to give both financial strength and job security for many years to come.

Emil Warnez

---

HAPPY NOVEMBER BIRTHDAY to D. Flores - Nov. 1; C. Cusano, R. Bynum - Nov. 2; H. Bongers- Nov. 4; T. Osborn - Nov. 5; R. Gordon - Nov. 9; J. LaRoma, L. Grimm - Nov. 10; M. Spencer - Nov. 11; R. Root, G. Lawton - Nov. 12; T. Ryan - Nov. 14; M. LaDuke - Nov. 15; B. DeBruyne - Nov. 16; P. Riley, R. Newman, C. Gillette - Nov. 17; A. Ennis - Nov. 18; E. Rantz, W. Moran - Nov. 20; G. Brown, R. Whitelow - Nov. 21; T. Elwell, R. Stephens, J. Anderson - Nov. 22; L. Guess, D. Kime - Nov. 23; H. Newton - Nov. 24; K. Brown - Nov. 26; J. Allen, Roger Ewing, Russ Stratton - Nov. 28.

SICKLIST - L. Slack, D. Gibson, O. Evans, J. Kershaw, A. Bynum still remain on the sicklist this week.

CONGRATULATIONS to Mr. and Mrs. Richard Seams who are the proud parents of a new baby girl.

NOVEMBER 15, 1980 is the deadline for applying for a Philip Morris Scholarship. Any employee with a son or daughter who is a senior in high school and who may be interested in applying for this scholarship, may obtain an application form at the personnel office. The student should also make arrangements (if he/she has not already done so) to take the SAT (Scholastic Aptitude Test) before December 1, 1980.

NOMINATIONS OF OFFICERS OF LOCAL 1062 will be held at the November 18th meeting.

NOVEMBER ANNIVERSARIES - Nov. 3 - L. Dybing, 2 yrs.; Nov. 6 - P. Patrick, 12 yrs. and N. Burt, 2 yrs.; Nov. 9 - C. Kasdorf, 16 yrs; Nov. 10 - W. Taylor, 21 yrs.; Nov. 11 - T. Dowler, 3 yrs.; Nov. 12 - T. Otis, 22 yrs, A. Zugel, 14 yrs. and J. LaRoma, 1 yr.; Nov. 13 - R. Root, 15 yrs.; Nov. 14 - M. Page, 35 yrs.; Nov. 15 - E. Hansen, 7 yrs. and K. Markle, 3 yrs.; Nov. 16 - M. Trimm, 31 yrs., J. Nadwornik, 15 yrs. and B. Osborn, 16 yrs.; Nov. 18 - B. Bailey, 13 yrs.; E. Cornell, 34 yrs., J. Mlodzkinski, 25 yrs.; Nov. 21 - B. Harris, 3 yrs. and V. Kays, 5 yrs.; Nov. 25 - E. Meyers, 12 yrs.; Nov. 26- C. LaDuke, 24 yrs.

SHOP THE PHIL-MOR on Tuesdays and Fridays for your favorite brand of cigarettes and much more.

TAKING A FALL OR WINTER VACATION? Discount tickets are available to Sea World of Ohio and Magic Kingdom Cards for Disney Land or Disney World. These may be obtained from the Personnel Office.

EMIL WARNEZ, Production Manager - Paper Making has re-entered the field of politics. He is a candidate for Plainwell City Councilman in next Tuesday's election. Emil served on the Plainwell City Council from 1972 to 1978. GOOD LUCK EMIL!!!

DO YOU HAVE A NEW ADDRESS OR PHONE NUMBER? Please notify the Personnel Department as soon as possible of any change in your address or telephone number.

ALL ACCIDENTS regardless of how unimportant they appear at the time, must be reported to your supervisor! Also, each department now has "authorization for medical treatment" slips that must accompany any employee reporting to a physician or hospital for treatment of a work related injury

THIS NEWSBRIEF is printed on 50# Uncoated Offset, Smooth.

DETERMINATION OF ELIGIBILITY FOR REPORTING | EDF

1. Do you have facilities located within the State of Michigan?
   ☐ YES please answer question #2
   ☐ NO please fill in "D" at bottom of page and return this form. No further response required.

2. Do any of your facilities discharge a waste other than sanitary sewage to either the waters of the State or a public sewer system?
   ☐ YES please complete "A" through "G" on this form and all of form WRC-5 for each such facility.
   ☐ NO please answer question #3

Answer 3 through 5 only if a facilities discharge is solely sanitary waste. Sanitary waste is that coming from wash rooms, toilets, kitchens and other sanitary facilities which may produce human waste material.

Not Needed

3. Is your sanitary sewage discharged to the ground waters? (seepage lagoons, wells, septic tanks etc.)
   ☐ YES please answer question #4
   ☐ NO please answer question #5

4. Is your sanitary sewage discharge less than 2000 gallons per day?
   ☐ YES please fill in "D" and "E" and return this form. No further response requi:
   ☐ NO please complete "A" through "G" and a WRC-5 form for each such facility.

5. Is your sanitary sewage discharged to a public sanitary sewer?
   ☐ YES please fill in "D" and "E" and return this form. No further response requi
   ☐ NO please complete "A" through "G" and a WRC-5 form for each such facility.

A. Ownership Name DIVISION OF NICOLET PAPER COMPANY

B. Plant Name PLAINWELL PAPER Co. [illegible]

C. Plant Address 200 ALLEGAN (Street) PLAINWELL (City) 49080 (Zip)

D. State Treasury Account Number 381943712 (USE TAX NO.)
(Sales or Use Tax number or your Social Security number)

E. Plant Number 001 of 001 total sites in Michigan. (Please number consecutively. You must submit a form for each eligible plant.)

F. Standard Industrial Classification (S.I.C.) Code 2621

G. Plant or shop work schedule: 24 hours per day 31 days per month for the following months (circle all appropriate) (J) F (M) A (M) J (J) A S O N (D)
24 hours per day 29 days per month for the following months (circle all appropriate) J F M (A) M J J A S O N (D)
24 hours per day 27 days per month for the following months (circle all appropriate) J (F) M A M J J A S O N D
24 hours per day 30 days per month for the following months (circle all appropriate) J F M A M (J) J A (S) O (N) D

Please sign and return form by January 1, 1972

Carl A. Green
Signature
Environmental Control Su[illegible]

Copy to Carl

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

WATER RESOURCES COMMISSION

IN THE MATTER OF

Plainwell Paper Company
Division of Philip Morris Company

NPDES PERMIT NO. MI 0003794

WRC NO: NC-03-82-08-4244

NOTICE OF NONCOMPLIANCE

TO: Plainwell Paper Company
200 Allegan Street
Plainwell, Michigan 49080

Attention: George W. Lawton, Manager
Technical Operations

PLEASE BE ADVISED that we have sufficient information to believe that your facility has failed to comply with the terms and conditions of your National Pollutant Discharge Elimination System Permit issued on May 16, 1979.

PURSUANT to the terms of the aforementioned permit (Part I, Section A.2), any discharge from Outfall 005 of your facility is limited to the following:

| Effluent Characteristics | Discharge Limitations lbs/day Daily Average | Daily Maximum |
|---|---|---|
| $BOD_5$ | 1,200 | 1,800 |
| Total Suspended Solids | 1,400 | 2,100 |

The monthly monitoring report submitted for the month of December 1981 shows that your facility exceeded its authorized discharge limits according to the following:

Outfall 005: Reported Values

| Date Sampled | BOD-5 lbs/day | Total Suspended Solids lbs/day |
|---|---|---|
| 12/02/81 | | 2,866 |
| 12/03/81 | 1,907 | |
| 12/05/81 | 1,843 | |
| 12/06/81 | | 2,377 |
| 12/08/81 | 2,036 | 2,965 |
| 12/09/81 | | 2,744 |
| 12/11/81 | | 2,195 |
| 12/17/81 | 2,253 | 2,561 |
| 12/18/81 | 3,109 | |
| 12/19/81 | 3,273 | 2,619 |
| 12/20/81 | 2,649 | |
| 12/21/81 | 1,961 | 3,971 |
| 12/22/81 | | 2,426 |
| 12/23/81 | 2,195 | 2,534 |
| 12/27/81 | | 2,270 |
| 12/30/81 | 2,144 | |
| Dec. 1981 Avg. | 1,775 | 2,083 |

S 13701

INTER-OFFICE CORRESPONDENCE

nicolet paper company

PLAINWELL DIVISION

April 17, 1972

TO: R. Radt

FROM: J. Hays

SUBJECT: WATER RESOURCES COMMISSION MEETING

In May there will be a meeting held in Kalamazoo to discuss the various problems and standards for the Kalamazoo River.

The preliminary meeting with the WRC will be held in Plainwell on April 27 at 9:00 AM in the City Hall. Chet Harvey of the WRC called today and invited us to attend this meeting. Hope that you will be able to make it also.

JMH:rc

cc: C. Gren
B. MacDonald
file

INTER-OFFICE CORRESPONDENCE

PLAINWELL DIVISION

April 26, 1971

TO: Horace Faber

FROM: Don Martin/Jim Hays

SUBJECT: POLLUTION - Plainwell

We have broken the types of pollution into five (5) areas. These are as follows:

1. Air
2. Water
3. Solid Waste
4. Noise
5. Esthetics

AIR -

The State of Michigan has established standards for stack emissions, odors, etc. These standards are similar to those of the County of Los Angeles, California. Enforcement is the responsibility of the Michigan State Department of Health.

Number 1 and Number 2 boilers exceed the limit of 0.65# of particulate per 1000# of gas established by the State. We have had these boilers checked by consultants and they agree with the state findings. Number 3 boiler has not been tested by the state. However, the state feels that we should be within limits on this boiler based on their knowledge of this unit and past experience.

Smoke emission is a problem locally at present. The state standards state that smoke density shall not exceed a Ringleman #2 for more than 3 minutes in any 30-minute period. A Ringleman #3 shall not be exceeded for more than 3 minutes in any 60-minute period, but such emissions are not permitted more than 3 times in any 24-hour period. The state standards do allow for abnormal conditions such as a break-down of a process, etc.

With our type of firing (spreader stoker), we exceed the state standards during sudden upsets (a machine shut-down) and during low loads (weekend shut-down).

Our engineering department, with assistance from consultants, has investigated the various alternatives available to eliminate particulate and smoke emissions. Oil/gas conversion of our present boiler is our best alternative. However, using oil equals the cost of using low ash, high BTU coal. This alternative to convert the boilers to oil/gas firing and/or the boiler stack perticulate emission control system are both ready for appropriation request submission, depending on results of fuel availability study.

WATER -

The State of Michigan has established standards for water quality of receiving waters. These standards are tighter than the Federal guidelines used for interstate waters. Enforcement is the responsibility of the Water Resources Commission of the Department of Natural Resources.

Water, cont'd.

We have received an "Order of Determination" from the State which permits us to discharge to the Kalamazoo River. This permit specifies our limits with respect to B.O.D., suspended solids, and pH. The following table shows the state limits and our average discharge rates:

| | State Limits | 1971-#4 P.M. | 1969 thru 1970 |
|---|---|---|---|
| B.O.D. | 2260#/Day | 800#/Day | 900#/Day |
| Suspended Solids | 2500#/Day | 505#/Day | 1000#/Day |
| pH | 6.5 to 9.5 | 7.2 | 7.2 |

Distribution of the data shows that we are within the limits, 100% of the time, for B.O.D. and pH. We are within the limits, 95% of the time, for suspended solids. Upsets to the system account for the 5% of the time we do not meet the state requirements.

The system is presently operating without the addition of nutrients or floccu lents. We can improve the present efficiencies or increased future B.O.D. and suspended solids loadings to the system by adding nutrients and flocculents. However, we are limited to processing 2,000,000 gallons per day. With 3 machines running, we average 1,700,000 gallons/day.

We are required by law to have a certified operator for the waste treatment plant. Jim Hays is certified by the state to operate the plant. Carl Gren will be certified in May, 1971.

We are required by law to report our daily discharges to the state once per month. This law has not been implemented yet. It will be by June, 1971, and we are staffed to meet this requirement.

The quality level of the Kalamazoo River will be upgraded in 1972 by the state. We expect to meet these new quality levels with existing equipment. We may have to use flocculents in the secondary system to meet the turbidity requirements. We are presently studying the effects of flocculents in reducing turbidities All sanitary sewerage is discharged to the Plainwell Sewerage Plant.

Overall, we are in an excellent position with respect to water pollution. We do not foresee any change in this position for at least five years.

SOLID WASTE -

All solid waste which is not re-useable in the process is compacted and removed by Industrial Waste Co. of Kalamazoo.

The clarifier underflow (sludge) from the waste treatment system is pumped to drying lagoons, then used for landfill on company-owned property. We have two problems in this area. First, the drying lagoons give off an objectionable odor, due to anerobic decomposition. We have received complaints from local residents about the odor (rotten eggs) in the summer time. As a temporary measure, we have used masking agents which give off a more agreeable odor. We are investigating th use of a bacteriacide which is specific for sulphur reducing bacteria. Preliminar results indicate that we can reduce the odor in this manner.

Solid Waste, cont'd.

The second problem relates to the landfill area. Our best estimate is that area will be filled in three years. At present, we will have to improve our dikes to prevent the sludge from infringing on adjacent property and into the flood plain of the Kalamazoo River.

Due to the above problems, we have initiated a study to determine:

1. Can we close the machine systems up completely and eliminate the waste treatment plant? This would eliminate the landfill and odor problem.

2. If we cannot close the system any more, what alternatives are available for disposing of the sludge? Several examples of alternatives to be considered are:

   a) Can we sell the sludge as a by-product?

   b) Thicken sludge to eliminate odor problem and haul to new landfill area.

   c) Install fluidized bed reactor which will burn sludge and provide additional process steam.

We now have set a target date of October, 1972 for having the study completed and recommendations made.

NOISE -

Federal regulation limits the noise level in working areas to 90 decibels maximum. A survey by Liberty Mutual Insurance in 1969 shows that areas around the jordans and couch roll exceed 90 decibels.

We can reduce the noise level at the jordans by constructing sound-proof rooms around them. We have cost estimates for doing this; however, these estimate will have to be updated.

The area at the couch rolls cannot be satisfactorily sound-proofed. We can issue ear-muffs to the operators who must spend time in this area.

Externally, we have received comments from several neighbors about the coal car shaker. I do not feel that this problem is in any way serious. If we convert to oil/gas fuel, we will eliminate this problem.

ESTHETICS -

This type of pollution in my opinion, is equally as important as air, water, noise and solid waste. Our image in the eyes of the general public, our customer and our employees is a reflection of our efforts to eliminate and prevent esthetic pollution. However, expenditures for this type of pollution are the most difficult to justify. It is almost impossible to prove any economic advantage to eliminate something that "looks bad". We must classify this as an item cost of doing business in the United States today.

Esthetics, cont'd.

Internally, we are in good shape. The mill is clean, well painted and well lighted. There are several areas where the lighting could be improved (beater room is one). This probably could be expensed over several years.

Externally, we are in good shape except for the smoke stacks, sludge drying lagoons and the point of discharge from the waste treatment plant to the river. Here again is an item that simply looks bad. This cascading discharge is meeting all state standards; yet, because the water becomes aerated, during its fall down the concrete abutment, the foam trail along the edge of the river looks suspicious to uninformed people.

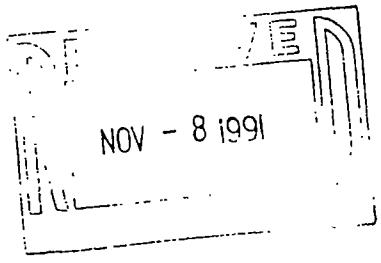
The general public does not normally see these areas with the exception of the smoke stack. We do have citizens living within 30 yards of the drying lagoons. The discharge can be seen from the homes on the opposite banks of the river.

We have not had any complaints about the above "eye-sores". However, with the recent emphasis on ecology, we should not forget these areas. Plans should be made to eliminate them.

JH/DM:jb

**Simpson**

Simpson Paper Company
Vicksburg Mill POST OFFICE BOX 157
VICKSBURG, MICHIGAN 49097 (616) 649-0510




November 6, 1991

Mr. Mark P. Brown, Ph.D.
Blasland & Bouck Engineers, P.C.
Box 66
Syracuse, NY 13214

Dear Mark:

Enclosed is a memo on historical waste practices at what is now Simpson Plainwell Paper Company. Also enclosed are excerpts from publications which provide information on the same topic.

Call if there are any questions.

Sincerely,

SIMPSON PAPER COMPANY

Bill Thacker

William E. Thacker
Corporate Environmental Scientist

llo

Enc.

cc: K. Naimuddin
W. Hedeman
G. Vanderlaan
K. Robb

S08195

June 3, 1987

Plainwell Paper

Headquarters Plainwell
Michigan
49080

616
685 5851

HISTORICAL WASTE WATER DISPOSAL PRACTICES
AT PLAINWELL PAPER CO., INC

According to our sources of historical information, Plainwell Paper Company's predecessors' began using deinked pulp as early as the 1890's. It was apparently purchased from other companies. One source (Yesterday, Today, and Tomorrow, dated Sept. 1979) says a deinking plant was built in 1910. Some form of deinking was done at this mill until 1962 (see Feb. 23, 1967 Kalamazoo Gazette news article), at which time the process was discontinued.

Prior to 1954, all waste water was discharged to the Kalamazoo River. A Waste Treatment Plant was first constructed in 1954. At that time, a primary clarifier was installed. The settled sludge was pumped to drying beds. After dewatering in the beds for several months, it was hauled to an existing disposal area on 12th street, on the bank of the Kalamazoo River. This disposal area may have been used for mill trash until the sludge disposal took precedence.

In 1967, a secondary treatment system (aerated lagoon plus clarifier) was built. The primary clarifier was replaced in 1981 and the secondary system was rebuilt as an activated sludge process in 1984. The components of the old systems were either removed or abandoned in place.

S08196

70 lb SATIN FOTE OPACUE

a Chesapeake company

Liquid sludge (at about 10% solids) plus coal bottom ash and coal fly ash were placed in the disposal area until January 1981. At that time, the present Dewatering Plant was started and thickened sludge was sent to commercial landfills. Sludge remaining in a number of the drying beds was removed in 1981 and placed at the disposal area. The disposal area itself was closed by covering the sludge with gravel and seeding the area in the summer of 1984.

All of the sludge in the remaining drying beds was consolidated into the last four beds in 1983 in preparation for the construction of the new secondary activated sludge process. The filled beds were covered with gravel in 1984.

Plainwell Paper Co., Inc.
George W. Lawton

S08197

70 5 SATIN-KOTE LEAGUE

**Simpson**

Simpson Paper Company
Vicksburg Mill POST OFFICE BOX 157
VICKSBURG MICHIGAN 49097 (616) 649-0510

December 2, 1993

Ms. Liz Marzalek
Chemical Waste Management
2000 South Batavia Avenue
Geneva, IL 60134

RE: Overpack Drum at 12th Street Landfill

Dear Ms. Marzalek:

Please find enclosed a signed copy of the service agreement for the transport and disposal of the single drum at the inactive landfill in Otsego Township near the City of Plainwell in southwest Michigan. A map showing the location of the landfill is enclosed also. The northern portion of 12th Street intersects M-89 about one mile west of US-131.

It is our understanding that your firm will prepare the manifest for our signature and that you have the information about our facility necessary to do so. Please fax a copy of the prepared manifest sufficiently ahead of the time so we can review it and make changes, if any, prior to the drum pick-up. My fax number is 616-649-9299.

It must be noted that there was an error on the waste profile sheet submitted earlier to your company. Entry 7A noted that the material was a hazardous waste, but this was not correct. The material is <u>not</u> a hazardous waste and has no EPA waste code

We believe that two individuals and a handtruck will be sufficient to place the drum in your truck. Although 85-gallons in size, the overpack drum with contents weighs only about 340 pounds. We assume your driver will supply the handtruck, and Simpson will have at least one person at the site to assist in loading the drum and to sign the manifest. Please call Khaja Naimuddin at our Plainwell Mill at 616-685-2537 or me at 616-649-9213 at least a few days before the anticipated date of pick-up so that someone will be available to meet your driver.

Sincerely,

**SIMPSON PAPER COMPANY**

William E. Thacker

William E. Thacker
Corporate Environmental Scientist

cc: Khaja Naimuddin, Simpson Plainwell
Doug Cowin, Geraghty & Miller

PHILIP MORRIS
U.S.A.
P O BOX 26603, RICHMOND, VIRGINIA 23261 TELEPHONE (804) 274-2000

November 30, 1984

Mr. Gary Longworth
Plainwell Paper Co., Inc.
200 Allegan
Plainwell, Michigan 49080

Dear Gary:

When I read the attached article I thought you might find it interesting. In particular, page 33 deals with the questions you raised about replacements for PCB's.

If I can be of further assistance in this matter, please don't hesitate to call.

Sincerely,

S. H. Pouliot, Manager
Loss Prevention & Environmental Protection

cc: L. A. Bowman
R. M. Hlatki

MARLBORO BENSON & HEDGES MERIT VIRGINIA SLIMS PARLIAMENT LIGHTS SARATOGA CAMBRIDGE ALPINE MULTIFILTER

# PCB Transformers: Replace Or Retrofill?

By Bruce R. McClintick

Electrical transformers with high PCB concentrations cannot be used in operations where there is risk of contact with food and feed after October 1, 1985. A proposed change in EPA rules may extend this ban to PCB transformers in other applications, with a deadline that is now under discussion.

Even without a rule change, PCB transformers are an ongoing problem. Their owners or operators must inspect them regularly and keep records of the inspections. In some cities, public sensitivity to the health and environmental effects of PCBs creates a different type of problem. In case of fires or explosions that involve PCB transformers, owners are potential targets for extensive liability suits, public criticism, restrictive local or state legislation, and heavy cleanup costs.

## Two Options For Transformer Owners

The transformer owner can do either of two things to avoid such difficulties: replace the transformers with approved units, or replace the liquid coolant in the transformer. The best solution requires a careful analysis of economic, technical, and risk factors.

Ironically, PCB coolants for electrical transformers were developed to reduce a hazard — the risk of fire. They did that job very well for 50 years. Today, PCBs are being removed from industrial service because they are believed to pose another hazard — risk to the health of humans and the environment from spills and from the by-products formed when PCBs are burned.

More than 100,000 transformers filled with askarel (mixtures of PCBs and trichlorobenzene) remain in service. Although the manufacture and sale of PCBs were prohibited after January 1, 1978, by the Toxic Substances Control Act of 1976, their continued use in transformers was permitted under two provisions: the EPA could allow the use of PCBs in a "totally enclosed manner," or if the use "will not present an unreasonable risk of injury to health or the environment."

This legislation has been defined more specifically by court decisions and by a rule issued by the EPA in 1982. This rule continues the EPA classification of transformers containing PCBs into three categories:

- ***PCB transformer*** — 500 ppm or more of PCBs.
- ***PCB-contaminated*** — 500 to 50 ppm of PCBs.
- ***Non-PCB*** — less than 50 ppm of PCBs.

Under EPA regulations, there are significant differences in the handling and disposal of the three categories. (*See Table titled, "A Comparison Between Three Transformer Categories."*) For "PCB transformers," no service or repair of the transformer that requires the removal of the core is permitted. When the transformer is retired from service, the fluid must be burned in an approved incinerator. The transformer itself must either be burned in the same way, or buried intact in an approved chemical waste landfill.

For "PCB-contaminated" transformers, the handling of the liquid and the transformer itself is significantly less restrictive. No inspections or records of inspections are required. The transformer may be repaired or serviced by the owner or by a service company. The transformer liquid may be disposed of in an approved chemical waste landfill or burned in a high-efficiency boiler or in an approved PCB incinerator. A "PCB-contaminated" transformer may be used even where there is risk of exposure to food or feed.

The third category, "non-PCB" transformers (containing less than 50 ppm of PCBs), may be used with very little restriction except that the fluid may not be reclaimed for use in sealants or coatings, or as a dust-control agent, if it contains detectable amounts of PCBs.

Statistically, very few transformer failures result in fires or explosions, although fires from some other source occasionally envelop a transformer installed in a building. Yet in recent years, transformers filled with askarel (mixtures of PCBs and trichlorobenzene) have been involved in several costly fire-related incidents.

Each incident created major difficulties for the transformer owner. Problems included disruption of normal operations for periods ranging from a few days to years, severe commercial damage to businesses, increased costs related to tie-up of executive management in public relations activities and public testimony, sizable direct costs for cleanup, and — in several cases — numerous liability lawsuits involving millions of dollars.

Other incidents have shown that PCB-contaminated mineral oils pose similar risks. Mineral oils are much more flammable than askarels, and combustion products from PCB contaminants tend to be carried by the thick black smoke from such a fire. One example is the 28-story One Market Plaza Tower in San Francisco. News stories after the incident indicated that cleanup costs would run in the millions and that lawsuits totalling hundreds of millions of dollars had been filed.

The EPA issued an "advanced notice of proposed rulemaking on PCBs" in March 1984. Public statements from EPA officials indicate that much of their concern rests on health hazards of toxic thermal-breakdown products of PCBs that are formed when transformers are involved in building fires. The electric utility trade magazine *Electric Light And Power* has predicted that the new ruling, when finalized, "will almost certainly ban" the use of transformers containing more than 500 ppm of PCBs. Much discussion on the proposed ruling centers on the length of the phase-out period. Periods of 5 to 15 years have been mentioned.

The elimination of PCB transformers is a many-sided problem. Fire risks, costs, continuity of operations during replacement, and technical feasibility are only some of the considerations. The starting point is the choice between the two main options:

Plainwell Paper

Headquarters Plainwell Michigan 49080

616 685 5851

December 13, 1985

Mr. Ken Gilbreath, P.E.
Chesapeake Corporation
Box 311
West Point, Virginia 23181

Dear Ken:

Enclosed is a copy of the memo dated November 14, 1985, on P C.B. capacitors that we discussed today. Contrary to what it says on Page 2, we now have, either in-house or on order, all capacitors to complete this work.

After all the capacitors are removed from service we will properly dispose of them.

If you have any questions about this please feel free to contact me

Sincerely,

PLAINWELL PAPER CO.,INC.

Gary Longworth
Gary N. Longworth
Manager of Engineering

GNL:eh

Enclosure

a Chesapeake company

INTER-OFFICE CORRESPONDENCE

nicolet paper company
West DePere, Wisconsin 54178

May 8, 1974

Mr. Frank Sebastian
Plainwell Paper Company
Plainwell, Michigan 49080

Dear Frank:

I am enclosing a flow diagram of our waste water treatment plant.

The waste water from the mill consists of process waters from the machines as well as the sludge from the water treatment plant. These are collected in a main sump and pumped to the clarifiers.

If you need any more information prior to your visit, please call.

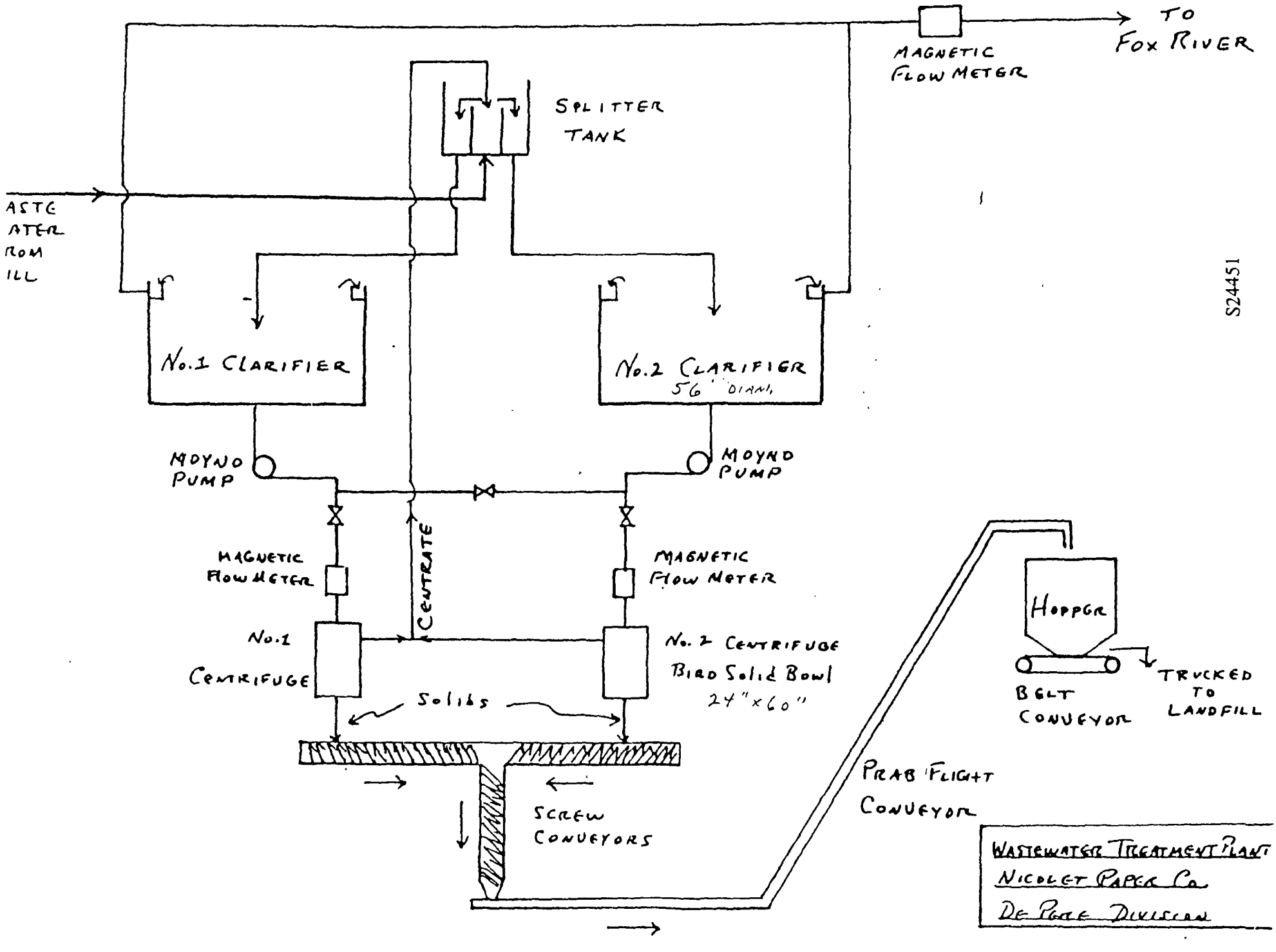
Sincerely,

Ben R. Strong
Manager - Environmental Engineering

BRS:lp

RECEIVED
ENGINEERING DEPT.
MAY 13 1974
PLAINWELL PAPER CO., INC.
DIV. of NICOLET PAPER

S24450


TO
FOX RIVER
MAGNETIC
FLOW METER
SPLITTER
TANK
ASTE
ATER
ROM
ILL
No.1 CLARIFIER
No.2 CLARIFIER
56' DIAM.
MOYNO
PUMP
MOYNO
PUMP
MAGNETIC
FLOW METER
CENTRATE
MAGNETIC
FLOW METER
No.1
CENTRIFUGE
No. 2 CENTRIFUGE
BIRD Solid Bowl
24"x60"
Solids
SCREW
CONVEYORS
PRAB FLIGHT
CONVEYOR
HOPPER
BELT
CONVEYOR
TRUCKED
TO
LANDFILL
WASTEWATER TREATMENT PLANT
NICOLET PAPER Co
DE PERE DIVISION

S24451

Plainwell Paper

DATE: November 4, 1985

TO: Sam Taylor
Jim Ishmael

FROM: Gary Longworth

SUBJECT: P.C.B. TRANSFORMERS

Recently I received the attached letter from Consumers Power regarding P.C.B. transformers. It looks like allowing "Uncle Phil" to replace our four transformers was a good decision.

GAL
GNL:eh

a Chesapeake company

Consumers Power Company

K E McGraw
*Region General Manager*

Southwestern Region. 2500 East Cork Street, Kalamazoo, MI 49001 • (616) 381-6130

October 1985

Dear Primary Electric Service Customers:

In the past, Consumers Power Company has notified its primary electric service customers that certain electric service equipment which they own might be subject to federal regulations concerning use of polychlorinated biphenyls (PCBs) under the Toxic Substances Control Act (TSCA) and EPA regulations issued pursuant to TSCA.

Under the circumstances, we think it prudent to call your attention to new regulations on PCB transformers (means any transformer that contains 500 PPM PCB or greater). You may be subject to certain of these recently adopted federal regulations.

The Environmental Protection Agency published the final rule in the Federal Register, (40 CFR 761, 50 FR 29170) on July 17, 1985 for Polychlorinated Biphenyls in Electrical Transformer. This rule:

1. Prohibits the use of network PCB transformers with 480 volt or higher secondary voltage in or near commercial buildings after October 1, 1990.

2. Requires the installation of enhanced electrical protection on PCB transformers installed in or near commercial buildings by October 1, 1990.

3. Prohibits further installation of PCB transformers in or near commercial buildings after October 1, 1985.

4. Requires the registration of all PCB transformers with fire response personnel and building owners by December 1, 1985.

5. Requires the marking of the exterior of all PCB transformer locations by December 1, 1985.

6. Requires the removal of all combustibles located near PCB transformers by December 1, 1985.

7. EPA is also requiring that owners of PCB transformers involved in fire-related incidents immediately notify the National Response Center, and take measures as soon as practically and safely possible to contain any potential releases of PCBs or incomplete combustion products to water.

(Over)

The Environmental Protection Agency has not changed its rules concerning the continued use of PCB-contaminated and non PCB transformers.

This rule became effective August 16, 1985.

We would suggest that you might want to check with your attorney, engineer and/or environmental consultant to determine what action, if any, you should be taking at this time. In addition, should you wish further information on this subject you may wish to communicate with the PCB Unit of the Hazardous Waste Division, Michigan Department of Natural Resources, PO Box 30038, Lansing, MI 48909. You may also contact the PCB Unit by telephone (517) 373-2730.

James M Schrandt
Region Market Services Director

OC0985-0031A-RM02

INTER-OFFICE CORRESPONDENCE

nicolet paper company

PLAINWELL DIVISION

RAY MILNE -

INBRIGHT

38369~~63~~ 56

NEWS RELEASE . . .

September 13, 1971

Mr. Richard L. Radt is appointed Executive Vice President and General Manager of the Plainwell Paper Co., Inc. effective September 13, 1971. In this capacity, Mr. Radt is also appointed Vice President of Nicolet Paper Company and reports to Mr. Robert G. Etter, President, Nicolet Paper Company.

This appointment is in recognition that the challenges and opportunities of the Plainwell Paper Company are greater and more diversified than we anticipated when we acquired the mill. This diversification requires the expenditure of additional management effort and greater concentration in certain functional areas. The appointment of Mr. Radt will provide the additional management effort while Mr. Faber's new post, which is explained below, will provide greater concentration in an extremely important area of the business.

Mr. Horace B. Faber, Jr., who will report to Mr. Radt, is appointed to the newly created position of Vice President, Marketing, Plainwell Paper Company, Inc. Mr. Faber, who also continues as Vice President of Nicolet Paper Company, will concentrate his efforts on Plainwell's sales and marketing areas.

Also reporting to Mr. Radt will be Mr. Donald Martin, Vice President, Plainwell Paper Company, Inc., and Resident Manager, Plainwell Division. Mr. Martin continues to be responsible for those operations currently reporting to him.

Dick Radt comes to Plainwell from the post of President and Chief Executive Officer of Valentine Pulp and Paper Company, Inc., New Orleans, Louisiana. Valentine has the country's only bagasse pulp mill and it produces printing, writing and converting grades of paper. Prior to this assignment, he was associated with Mead Paper Company for over nine years in various sales, marketing and management positions.

Dick, his wife, Judi, and son, Michael, will reside in Kalamazoo.

I know you all join Don, Fabe and me in welcoming Dick to our organization.

Sincerely,

Robert G. Etter

Robert G. Etter, President
Nicolet Paper Company

5 14739

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
WATER RESOURCES COMMISSION

IN THE MATTER OF

NPDES PERMIT NO. MI 0003794

Plainwell Paper Co.
Division of Philip Morris Co.

WRC NO: NC-01-82-07-4170

/

NOTICE OF NONCOMPLIANCE

TO: Plainwell Paper Co.
Division of Philip Morris, Inc.
200 Allegan Street
Plainwell, Michigan 49080

Attn: George W. Lawton, Manager, Technical Operations

PLEASE BE ADVISED that we have sufficient information to believe that your facility has failed to comply with the terms and conditions of your National Pollutant Discharge Elimination System Permit issued on May 16, 1979.

PURSUANT to the terms of the aforementioned permit (Part I, Section A.2), any discharge from Outfall 005 of your facility is limited to the following:

| | Discharge Limitations lbs/day | |
|---|---|---|
| Effluent Characteristics | Daily Average | Daily Maximum |
| BOD-5 | 1200 | 1800 |
| Total Suspended Solids | 1400 | 2100 |

The monthly monitoring report submitted for the month of November 1981 shows that your facility exceeded its authorized discharge limits according to the following:

| Date Sampled | Effluent Characteristics | Reported Value lbs/day |
|---|---|---|
| 11-1-81 | BOD-5 | 2,257 |
| 11-2-81 | BOD-5 | 2,585 |
| 11-3-81 | BOD-5 | 2,216 |
| 11-4-81 | BOD-5 | 1,867 |
| 11-7-81 | BOD-5 | 2,423 |
| 11-8-81 | BOD-5 | 2,357 |
| 11-12-81 | BOD-5 | 1,925 |
| 11-14-81 | BOD-5 | 1,846 |
| 11-16-81 | BOD-5 | 1,858 |
| 11-25-81 | BOD-5 | 1,885 |
| November Average | BOD-5 | 1,616 |
| 11-3-81 | Total Suspended Solids | 2,428 |
| 11-4-81 | Total Suspended Solids | 3,246 |
| 11-7-81 | Total Suspended Solids | 3,778 |
| 11-8-81 | Total Suspended Solids | 2,883 |
| 11-12-81 | Total Suspended Solids | 2,655 |
| 11-14-81 | Total Suspended Solids | 3,044 |
| | Total Suspended Solids | 2,437 |

5
1982

PLAN OF CORRESPONDENCE

Plainwell Paper Co., Inc.
A Division of Nicolet Paper Company

DATE: May 6, 1974

TO: Carl Gren

FROM: Tom Pitcher

SUBJECT: Leasing of Truck From Jim Harris

Carl, I spoke with Jack Jewell, the P.M.I. legal counsel and explained what the circumstances were regarding Jim Harris's waste hauling operation. Basically, the inputs from him are quite similar to our feelings that the negative aspects far outweigh the cost savings and we should maintain our present employer/contractor relationship.

Would you please ask Jim Harris to provide an estimate of what the additional operational costs will be, if any. This is not proposed to be a cost squeeze but as a cost of doing business.

If you or Jim Harris have any questions, please advise.

Tom Pitcher

TP/sm

cc: R. Radt
L. Busche
A. Macnair

Upjohn Company
PLAINWELL DIVISION

December 29, 1971

TO: Sue Wolfe

SUBJECT: INFORMATION NEEDED TO COMPLY TO MICHIGAN ACT 200, P.A. 1970.

As per our previous discussion, our department still must have information from our suppliers to fulfill our obligations to the Department of Natural Resources regarding Act 200.

A form letter should be sent to our suppliers. We must know the chemical composition of the materials we purchase from each supplier.

We also must know the yearly amounts of the raw materials used in our manufacturing process.

We know this information can't all be compiled by the January 1 deadline. We will contact the Department of Natural Resources and explain to them.

We would appreciate help in this matter as soon as possible.

It is important that we forward necessary information to the Department of Natural Resources as soon as possible.

Thank you,

Carl Gren
Environmental Resources Supervisor

cc: J. Hays

CG:rc

# PHILIP MORRIS INDUSTRIAL
## POLICIES AND PROCEDURES

To: Betty Kenyon
Dorothy Martin

Copy! Card G Art E

LE-2 DOCUMENT NO.
6/1/78 ISSUE DATE
New PREV. ISSUE

SUBJECT TOXIC SUBSTANCES CONTROL ACT OF 1976 - Sections 8(c) & 8(e)

PAGE 1 OF 4

APPROVED BY James B. Kurtzweil WRITTEN BY: James R. Kieckhefer

PURPOSE:

To outline the policy and procedures to be followed in the event any employee obtains information which reasonably supports the conclusion that a chemical substance presents a substantial risk of injury to health or to the environment, and to establish a record retention program.

SCOPE:

This policy applies to all employees of Philip Morris Industrial Incorporated and its subsidiaries.

I. POLICY

The Toxic Substances Control Act of 1976 became effective on January 1, 1977. The Act extends federal authority for regulation of the chemical industry, and is intended to regulate chemical substances that present a hazard to health or the environment. Congress has charged the Environmental Protection Agency (EPA) with the responsibility of enforcing the Act, and has further directed the EPA to promulgate rules necessary to implement, enforce and meet the requirements of the Act.

Section 8 of the Act mandates reporting and retention of information procedures to be followed by those who manufacture or process chemical substances. Section 8(c) provides:

RECORDS -

Any person who manufactures, processes, or distributes in commerce any chemical substance or mixture shall maintain records of significant adverse reactions to health or the environment, as determined by the Administrator by rule, alleged to have been caused by the substance or mixture. Records of such adverse reactions to health of employees shall be retained for a period of 30 years from the date such reactions

copy - Carl Goren

PHILIP MORRIS INDUSTRIAL

4200 North Holton Street
Milwaukee, Wisconsin 53201

INTERCOMPANY CORRESPONDENCE

TO: Distribution

DATE: April 12, 1977

FROM: James B. Kurtzweil

SUBJECT: Toxic Substances Act

---

Al Cohen, VP and Director of R & D for the Chemical Group has accepted assignment to a special project concerned with assuring that all operations within PMI conform to the newly passed Toxic Substances Act.

As this new law is implemented it will be vitally important that we clear with the federal government the chemicals we are producing and/or using and properly notify employees and customers of hazards involved.

Al is personally responsible for our conformance to this new legislation. In meeting this responsibility he will be contacting you. Your full support and cooperation will be necessary for the duration of this project.

Thank you,

James B. Kurtzweil

Distribution:
D. Bromley
J. Jones
W. Goggins
J. Durnin
L. Busche
D. Detrick
A.D. Griffin
J. Asmuth
E. Kime
R. Radt
W.O. Wilfert

cc: R. Becker
W. McCoy
A. Wernick
K. Bechdel
A. Cohen

# Simpson

February 7, 1991

VIA TELECOPY

Mr. Scott Cornelius
Environmental Response Division
Michigan Department of Natural Resources
Knapp's Centre
P. O. Box 30028
Lansing, MI 48909

Simpson Celebrate 100

RE: Allied Paper, Inc./Portage Creek/Kalamazoo River
Superfund Site

Dear Mr. Cornelius:

Enclosed is the executed trust agreement mentioned in my February 5, 1991 letter. You should already possess the letter of credit (GO 80942), dated February 5, 1991, issued by Seattle-First National Bank.

If you have any questions, please do not hesitate to call me at (206) 224-5225.

Sincerely,

SIMPSON PLAINWELL PAPER COMPANY

John Kelleher

John G. Kelleher
Manager Cash and Loan Administration

Enclosure

cc: Kathryn E. Szmuszkovicz, Beveridge & Diamond
Edward John Reeve

cavmt/1001

Simpson Plainwell Paper Company 1201 THIRD AVENUE . SEATTLE, WASHINGTON 98101-3009
(206) 224-5000 FAX (206) 224-5060 TELEX 329560 SIMPSON HQ SEA

# TRUST AGREEMENT

TRUST AGREEMENT, the "Agreement," entered into as of February 7, 1991, by and between Simpson Plainwell Paper Company, a Washington corporation, located at 1201 Third Avenue, Seattle, Washington ("Grantor") and Seattle First National Bank, a national bank ("Trustee").

WHEREAS, the Michigan Department of Natural Resources ("MDNR"), an agency of the State of Michigan, and Grantor have signed an Administrative Order by Consent dated December 28, 1990 ("Administrative Order"), which requires Grantor, as one of three Respondents named in said Administrative Order, to guarantee one million dollars ($1,000,000) of the estimated three million dollars ($3,000,000) anticipated to be required for performing a Remedial Investigation/Feasibility Study ("RI/FS") for the site referred to in said Administrative Order, and

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance, and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the party who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who entered into this Agreement and any successor Trustee.

Section 2. Identification of Site and Cost Estimates. This Agreement pertains to the site and estimated cost of the RI/FS referred to in the above-mentioned Administrative Order.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the "Fund") for the benefit of MDNR. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee identified in Schedule A. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall

it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by MDNR.

Section 4. Payment for RI/FS. The Trustee shall make payments from the Fund as the MDNR shall direct, in writing, to provide for the payment of the costs (not to exceed one million dollars [$1,000,000]) of the RI/FS. The Trustee shall reimburse the Grantor or other persons as specified by the MDNR from the Fund for expenditures for the RI/FS in such amounts as the MDNR shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the MDNR specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. The Trust established herein shall be funded by an irrevocable letter of credit.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any its affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the

Copy to Carl

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

WATER RESOURCES COMMISSION

IN THE MATTER OF

Plainwell Paper Company
Division of Philip Morris Company

NPDES PERMIT NO. MI 0003794

WRC NO: NC-03-82-08-4244

## NOTICE OF NONCOMPLIANCE

TO: Plainwell Paper Company
200 Allegan Street
Plainwell, Michigan 49080

Attention: George W. Lawton, Manager
Technical Operations

PLEASE BE ADVISED that we have sufficient information to believe that your facility has failed to comply with the terms and conditions of your National Pollutant Discharge Elimination System Permit issued on May 16, 1979.

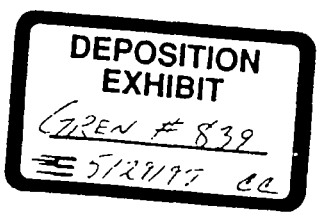
PURSUANT to the terms of the aforementioned permit (Part I, Section A.2), any discharge from Outfall 005 of your facility is limited to the following:

| Effluent Characteristics | Discharge Limitations lbs/day Daily Average | Daily Maximum |
|---|---|---|
| $BOD_5$ | 1,200 | 1,800 |
| Total Suspended Solids | 1,400 | 2,100 |

The monthly monitoring report submitted for the month of December 1981 shows that your facility exceeded its authorized discharge limits according to the following:

Outfall 005: Reported Values

| Date Sampled | BOD-5 lbs/day | Total Suspended Solids lbs/day |
|---|---|---|
| 12/02/81 | | 2,866 |
| 12/03/81 | 1,907 | |
| 12/05/81 | 1,843 | |
| 12/06/81 | | 2,377 |
| 12/08/81 | 2,036 | 2,965 |
| 12/09/81 | | 2,744 |
| 12/11/81 | | 2,195 |
| 12/17/81 | 2,253 | 2,561 |
| 12/18/81 | 3,109 | |
| 12/19/81 | 3,273 | 2,619 |
| 12/20/81 | 2,649 | |
| 12/21/81 | 1,961 | 3,971 |
| 12/22/81 | | 2,426 |
| 12/23/81 | 2,195 | 2,534 |
| 12/27/81 | | 2,270 |
| 12/30/81 | 2,144 | |
| Dec. 1981 Avg. | 1,775 | 2,083 |



Formula, pursuant to the terms of the aforementioned permit (Part II, Section A.1); "All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at level in excess of that authorized shall constitute a violation of the permit."

BE ADVISED that the discharges cited in this Notice of Noncompliance are violations of NPDES Permit No. MI 0003794.

BE FURTHER ADVISED that violations of the final effluent limitations contained in your NPDES permit occurred in the months prior to December 1981. Although these violations are not being listed in this Notice of Noncompliance, this is not to be construed as a release or waiver of liability for these violations.

By letter dated January 14, 1982, the Plainwell Paper Company has offered a written explanation for the unauthorized and excessive discharges cited in this Notice of Noncompliance. In a letter dated February 18, 1982 while responding to a previous Notice of Noncompliance, Mr. G. F. Lawton stated that "on February 5, 1982, I spoke by phone to Mr. John Racek of the engineering firm of Williams & Works of Grand Rapids, outlining my request for a proposal to study the causes of noncompliance . . . It is our intention to work closely with the Grand Rapids office as these short range and long range programs devleop to be certain that all aspects of the problem are covered. The exact timetable for correcting this portion of the problem will grow out of the Williams & Works study".

IT IS THEREFORE DIRECTED that the Plainwell Paper Company take whatever steps are necessary to achieve and maintain compliance with permit effluent limitations.

BE ADVISED that failure to comply with the terms and conditions of this Notice of Noncompliance may result in further administrative remedies being instituted.

WATER RESOURCES COMMISSION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Date Issued: March 30, 1982

Robert J. Courchaine

Robert J. Courchaine
Executive Secretary

by: D. D. Tummala

D. D. Tummala
Water Quality Specialist

ADDRESS FOR FURTHER CORRESPONDENCE

Water Quality Division
P. O. Box 30028
Lansing, Michigan 48909
Telephone: (517) 373-8448

and/or

Water Quality Division, District #3
State Office Building
350 Ottawa Avenue
Grand Rapids, Michigan 49503
Telephone: (616) 456-6232

Plainwell Paper Co., Inc.
An Affiliate of Philip Morris Industrial, Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851

RECEIVED
SEP 16 1981
DISTRICT 3
WATER QUALITY DIV.

September 17, 1981

Engineering and Technical Services Section
Water Quality Division
Michigan Department of Natural Resources
Box 30028
Lansing, MI 48909

RE: NPDES Permit Number MI0003794

Gentlemen:

On January 12, 1981, Plainwell Paper Co., Inc. submitted an application for renewal of NPDES Permit Number MI0003794. During the intervening time, Plainwell has received no confirmation that the application has been received and no indication of when we may expect this renewal to be issued. Could you please give us an estimate of when the permit will be issued? Meanwhile, we are operating under the terms of the previous permit.

On the related subject, at the time the renewal application was prepared, we were told that EPA application forms 1 and 2-C would have to be filed as part of the permit. We delayed in obtaining the required information because we were completing a major construction project which involved both our production processes and our waste treatment system. Subsequently, I was informed by an industry association that EPA does not require form 2-C for paper mills any longer. I expected to be notified of this change by Michigan DNR but this has not happened. If this information is required for processing the application, I will have the testing done as rapidly as possible and submit the results as an amendment to the application.

I am enclosing a copy of the original cover letter and the application itself as a reference to this letter.

Please let me know how I should proceed on this.

Very truly yours,

PLAINWELL PAPER CO., INC.

George W. Lawton

George W. Lawton
Manager - Technical Operations

GWL:jj

Enclosure

cc: Sam Taylor - Plainwell Paper Co., Inc.
John Fleckenstein - Philip Morris Incorporated

GWL 81-145

Plainwell Paper Co., Inc.
An Affiliate of Philip Morris Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851
Teletype: 810-277-4990

File

RECEIVED
MAR 27 1978
DISTRICT 3
WATER QUALITY DIV.

March 23, 1978

Mr. Chester Harvey
Basin Engineer
Department of Natural Resources
Water Quality Division
350 Ottawa Ave., N.W.
Grand Rapids, Michigan 49503

Dear Chet:

As discussed with Roger Przbysz last week, I am writing both to confirm action to be taken at Plainwell to meet your requirements and to inform you of major changes that will be made at our mill in the near future that may involve your department.

First of all, I want you to be aware of a major expansion at Plainwell that is currently in the preliminary study phase. This is the addition of one new paper machine to our mill with an accompanying off-machine coater. Complete approval of this project by Philip Morris will hopefully occur around the end of 1978 or early 1979, with scheduled completion in the Summer of 1981. This new machine and coater will be capable of making more paper than our current three machines produce, an estimated 80,000 tons/year. As you recommended in an earlier discussion, I have been discussing this with Carl Zollner in an attempt to determine how this may affect our NPDES permit.

The reason I mention this first is that, if approved, all current plans in modifying our waste treatment plant should be reviewed as to how they may be affected by the paper mill expansion and modified or new waste water treatment facilities that will probably be needed. Obviously, we don't want to spend a lot of money now on something that may not fit in with the new mill which will adjoin our current complex.

Thus, we may ask for a delay in building the sludge plant from the Summer of 1980 as we have agreed, to the Summer of 1981, when the new mill would be finished. As long as our landfill can handle liquid sludge for that long, which we are sure it can, we would hope that a delay of this type would be suitable. On the other hand, if the plans for the new mill are completed far enough ahead of time (or the whole project is cancelled), the sludge unit would be installed as early as possible, hopefully, in 1980.

320 T. per Day

660 Tons per day

Thus, our plans are now to postpone most work on the sludge dewatering plant until early 1979, at which time we will know the final plans on the new machines. If the new installation is approved, we may need a delay and if it is not approved, we would still have time in early 1979 to complete a study and order the necessary equipment for installation in 1980 as currently planned.

The question of measuring our waste water flow to the river should also be studied in this same light. However, since the expense on this item is hopefully not too large, we are going to proceed with a study this Spring with construction in Summer/Fall. However, if there is no easy way to measure the flow without major changes (and expense), we will also want to hold this until the new plant is resolved.

I also want to inform you that we plan on speeding up our No. 2 Paper Machine in the second half of 1978 and No. 4 Paper Machine by fourth quarter, 1979. The No. 2 Speed-Up will increase tonnage about 5,000 tons/year while No. 4 will increase about 15,000 tons/year. Our current production is about 65,000 tons/year. However, we should still be able to stay within our current NPDES permit limits due to improvements in white water reuse that will be made during the same periods that the speed-ups are done. In fact, we have just received approval to make immediate changes in various process areas to reduce our waste water flows right now.

Thus, the planned speed-ups of existing paper machines through 1979 should not cause any problems in meeting the limitations of our current NPDES permit.

Finally, since our current permit expires on January 15, 1979, I will be writing to Mr. Courchaine in April or May to ask that our permit be renewed.

If you have any comments or questions, please contact me at any time.

Sincerely,

PLAINWELL PAPER CO., INC.

James C. Farrand
Director - Research & Development

JCF/kem

cc: Roger Przybysz

85,000

65,000 340
20,000 320
85,000 660
75
100

Plainwell Paper Co., Inc.
An Affiliate of Philip Morris Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851
Teletype: 810-277-4990

RECEIVED
MAY 1 1978
DISTRICT 3
WATER QUALITY DIV.

April 28, 1978

Mr. Karl Zollner
Water Resources Commission
Stevens T. Mason Building
Lansing, Mich. 48926

Dear Mr. Zollner:

As we discussed recently over the phone, I am officially writing to inform you of a major expansion in the planning stage at Plainwell which would increase our total production of paper by about 80,000 tons/year; our current production level is about 65,000 tons. I have attached a letter to Chet Harvey which further explains the project.

This new paper machine and coater will obviously increase the flow of waste water from the mill but the amount of the increase is unknown at the present time. All we can say is that our current mill effluent of about 2.6 million gallons per day should less than double when the new mill is started-up, assuming that one paper machine system can use water more efficiently than three machines making about the same total amount of paper. We would likewise expect our mill TSS and BOD losses to increase to less than twice the current 22,000 lb./day and 3,000 lb./day (approximate) levels respectively.

Considering these changes, we need as much guidance as possible from your department on the degree to which we would be permitted to increase our TSS and BOD losses to the river over our current levels. In view of my above comments, we plan on installing waste water treatment equipment at least equivalent to what we have now, which means at the worst we would almost double our losses to the river. Our effluent is currently averaging about 900 lb./day of TSS and 800 lb./day of BOD.

Please give me your answer as soon as possible since we plan on beginning preliminary engineering in May or June and we need this information to guide the engineers in designing the waste water treatment plant. Although the overall project has not been approved yet, the preliminary engineering will be detailed enough to specify all equipment to enable us to estimate costs for our capital

request proposal for Philip Morris.

We appreciate your help in this matter. Please call me at any time if you have questions or comments. I would be happy to meet with you in Lansing if that would be helpful.

Sincerely,

PLAINWELL PAPER CO., INC.

James C. Farrand
Director - Research & Development

JCF/kem

cc: Mr. Chester Harvey
Water Quality Division

Plainwell Paper

CERTIFIED MAIL

Affiliate of Philip Morris Industrial Incorporated

Samuel J. Taylor | Vice President General Manager | Headquarters | Plainwell Michigan 49080 | 616 685 5851

May 11, 1983

Mr. Gary Guenther
Bureau Chief
Environmental Protection Bureau
Box 30028
Lansing, MI 48909

Dear Mr. Guenther:

BACKGROUND

Plainwell Paper Company was notified most recently, on November 23, 1982, via WRC No. NC-11-82-11-4451 of continuing non-compliance with Permit No. MI 003794.

On April 19, 1983, Plainwell Paper Co. submitted plans and specifications to Water Quality Division, Michigan Department of Natural Resources for a project to alleviate such non-compliance based on present permit discharge limits.

On May 9, 1983, Mr. Garth Aslakson, Water Quality Specialist, informed Plainwell Paper's Mr. George Lawton, that permit discharge limits might change as a result of studies underway on the Kalamazoo River. Mr. Garth Aslakson was unable to identify the magnitude or timing of such changes.

DISCUSSION

Plainwell Paper Company has proceeded to engage Engineering and Construction Management Services, based on the original permit discharge levels. Detailed design and equipment selection has been proceeding toward a mid-June ground-breaking date.

EDC bonding through the City of Plainwell has been approved, but the bonds have not been placed on sale pending your approval of the project.

Plainwell Paper's Corporate Management requires formal Michigan Department of Natural Resources approval of the project prior to entering into written contract agreements or placement of purchase orders. Such formal approval is necessary prior to June 1, 1983, or all work on the project must cease. Any interruption at this state of the project will delay completion of the project and will result in additional costs to Plainwell Paper Company

CONCLUSION

Plainwell requires: (1) Assurance that the present permit discharge limits will remain in effect on a long term basis and, (2) approval of project plans and specifications to bring this facility into compliance with present and future discharge permit levels. Without both, we cannot proceed.

Plainwell Paper Company strongly urges your prompt consideration and approval of the project.

Very truly yours,

PLAINWELL PAPER CO., INC.

Samuel J. Taylor

SJT/va

cc: Mr. Bill Marks
Chief, Surface Water Quality Div.
Environmental Protection Bureau

Mr. Fred Morley
Water Quality Div.
Environmental Protection Bureau

Mr. Garth Aslakson
Water Quality Div.
Environmental Protection Bureau

Mr. William McCoy, President
Philip Morris Industrial
100 Park Avenue
New York, New York 10017

Mr. James Kurtzweil, Exec. V.P.
Philip Morris Industrial

bcc: Robert Hines
EIT

George Lawton
Larry Benseler

6. The amount of capital stock paid in at date of balance sheet given in this report $ 12,495,000.00
(This shall include stock issued for goodwill, patents, formulas, or any other intangible property.)

7. The following is a **true and complete statement** of the **assets and outstanding liabilities** of the corporation, as shown by its books and is **the same balance sheet statement as furnished or to be furnished to shareholders,** showing the condition at the date stated, and segregated to show the nature, location and value of all property owned and used by the corporation both within and without Michigan.

| *ASSETS | Amount | In Michigan | Without Michigan |
|---|---|---|---|
| 1. Cash | $ 2 785 315 95 | $ 111 571 52 | $ 645 628 43 |
| 2. Notes and Accounts Receivable | | 650 223 57 | 2 057 447 93 |
| Less reserve for bad debts Reserve for Disc. and Allowances | 77 644 45 | | |
| 3. Deferred Payment notes, contracts, etc. | $ | | |
| 4. Inventories: (To include raw materials, work in process, finished goods, supplies, etc.) | | 768 141 03 | 2 735 962 75 |
| 5. Investments | | | |
| 6. Loans | | | |
| 7. Deferred charges: Prepaid insurance, taxes, etc. | | 11 966 69 | 77 981 11 |
| 8. Capital assets: Land | | 49 108 64 | 37 690 48 |
| Buildings | $ 4 101 325 84 | | |
| Machinery and equipment | 12 963 345 09 | | |
| Furniture and fixtures | 127 346 48 | | |
| Delivery equipment | 280 179 88 | | |
| Other | 440 270 78 | | |
| | | | |
| | | | |
| Total of item 8 | 17 912 468 07 | | |
| Less reserve for depreciation and depletion | $ 8,469 330 83 | 2 090 922 69 | 7 352 214 55 |
| 9. Patents (To include copy-rights, trade-marks, etc.) | | | |
| 10. Good Will | | | 1 686 126 82 |
| 11. Other Assets (describe fully) | $ 117 851 40 | | |
| U. S. Savings Bonds | 5 850 00 | | |
| | | | |
| | | | |
| | | | 123 701 40 |
| Total Assets | | $ 3 681 934 14 | $ 14 716 753 47 |
| *LIABILITIES | | | |
| Notes and Accounts Payable | | $ 4 957 941 28 | |
| Accrued Expenses | | 527 463 82 | |
| Other Liabilities (describe fully): | $ | | |
| Est. taxes on income | 368 282 51 | | |
| | | | |
| | | | |
| | | 368 282 51 | |
| Capital Stock: Common stock | $ 50 000 00 | | |
| Preferred stock | $ | | |
| Non-par stock (No. of shares ) | $ | 50 000 00 | |
| Schedule of surplus and undivided profits (Enter deficit in red) Earned | | | |
| Appreciation of value | | | |
| Paid-in arising from | 12 495 000 00 | | |
| Total surplus and Undivided Profits | 12 495 000 00 | | |
| | | | |
| Amount of surplus applied to purchase of its capital stock | | 12 495 000 00 | |
| Total Liabilities | $ | $ 18 398 687 61 | |

**f a written copy of balance sheet statement is furnished to shareholders, please attach a copy hereto.**
**n case corporation issues a consolidated statement to shareholders, show financial statement of reporting company only and not he consolidated one.**

Number and kind of shares issued for property during 1960 or other period covered by this report

Description of such property

Value at which such property was taken

WEY000000007822

Hamilton Paper Company
(A Washington Corporation)

## DIRECTORS

| Name | Address | Term Expires |
|---|---|---|
| J. A. Auchter | Camden, New Jersey | March 7, 1962 |
| Hugo H. Hanson | Miquon, Pennsylvania | " |
| Lane Taylor | Miquon, Pennsylvania | " |
| Norton Clapp | Tacoma, Washington | " |
| Howard W. Morgan | Tacoma, Washington | " |
| J. E. Nolan | Tacoma, Washington | " |

## OFFICERS

| Office | Name | Address | Term Expires |
|---|---|---|---|
| Chairman of Executive Committee | Howard W. Morgan | Tacoma, Washington | March 7, 1962 |
| Chairman of the Board | Hugo H. Hanson | Miquon, Pennsylvania | " |
| President | Lane Taylor | Miquon, Pennsylvania | " |
| Vice President | A. L. M. Bixler | Miquon, Pennsylvania | " |
| Vice President | C. M. Conner | Miquon, Pennsylvania | " |
| Vice President | J. H. Dunton | Miquon, Pennsylvania | " |
| Vice President | L. D. Nicolson | Plainwell, Michigan | " |
| Secretary | Robert W. Boyd | Tacoma, Washington | " |
| Treasurer | E. W. Jones | Miquon, Pennsylvania | " |
| Controller | Floyd G. Collar | Miquon, Pennsylvania | " |
| Assistant Treasurer | M. E. Burkheiser | Plainwell, Michigan | " |
| Assistant Treasurer | H. E. Nelson | Tacoma, Washington | " |
| Assistant Secretary | C. F. Gidley | Miquon, Pennsylvania | " |
| Assistant Secretary | J. G. Kauffman | Plainwell, Michigan | " |

6-21-61

THE REPORT SHALL BE FILED IN DUPLICATE ON OR BEFORE THE 15TH DAY OF MAY, 1957

**Please Read Carefully Instructions on Back of this Form before Executing this Report**

# MICHIGAN ANNUAL REPORT—1957

**This report must be filed in DUPLICATE (two white copies) by every corporation for profit, whether domestic or foreign.**

(Name of Corporation) HAMILTON PAPER COMPANY, (Type or Print)

(Address) ..... (No) (Street) Miquon, Pennsylvania. (City) (Zone) (State)

Commissioner, Michigan Corporation and Securities Commission, Lansing, Michigan.

Sir:—In accordance with the provisions of Act No. 327, Public Acts of 1931, as amended, the above named corporation, by the undersigned officers thereof, submits the following report of its condition on the 31st day of December, 1956 or ..... (Do not change this date)

..... (Date) (close of fiscal year next preceding the time for filing; or the date of incorporation or admittance during 1957).

1. (a) The place or places of doing business either within or without Michigan is (are) Miquon, Penna., New York, N. Y., Chicago, Ill., and Los Angeles, Calif.

   (b) Resident Agent (In Michigan) Llewellyn D. Nicolson (Name)

   (c) Address of Registered Office (In Michigan) Plainwell (Foreign Corporation—state Principal Office in Michigan)

2. Where Incorporated Pennsylvania (State) Date of Incorporation January 13, 1915

   Term of corporate existence perpetual Date Admitted December 31, 1956 (Foreign corporation- date admitted to do business in Michigan)

   The act under which incorporated or reincorporated .....

3. The following are the officers and directors or trustees of the corporation at date of balance sheet, given in this report:

| NAMES OF OFFICERS | | RESIDENCE ADDRESSES |
|---|---|---|
| Lane Taylor | President | Cherry Lane, Miquon, Penna. |
| Joseph H. Dunton | Vice-President | 201 N. Bowman Ave., Merion, Penna. |
| C. Maurice Connor | Vice-President | 111 Fennerton Road, Paoli, Penna. |
| Charles C. Norris, Jr. | Secretary | Rose Lane, Haverford, Penna. |
| Lane Taylor | Treasurer | Cherry Lane, Miquon, Penna. |

| NAMES OF ALL DIRECTORS (or Trustees) | RESIDENCE ADDRESSES |
|---|---|
| Hugo H. Hanson | 334 Fairhill Rd., Wynnewood, Penna |
| Lane Taylor | Cherry Lane, Miquon, Penna. |
| Charles C. Norris, Jr. | Rose Lane, Haverford, Penna. |
| George H. Brown, Jr. | C/o Girard Trust Corn Exchange Ban Broad & Chestnut Sts., Phila. 2P |
| Carl H. Chaffee | Presidential Apts., City Line Ave., Philadelphia, Penna. |

4 Capital stock, at date of balance sheet given in this report:

| Shares With Par Value | Amount Authorized | No. of Shares Authorized | Amt. Subscribed But not Issued (at par) | Amount Issued | Par Value per Share |
|---|---|---|---|---|---|
| Common - | $ 3 000 000 | 600 000 | $ | $ 1 081 600 | $ 5.00 |
| Common - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Total - | $ 3 000 000 | | $ | $ 1 081 600 | |

| Shares Without Par Value | No. of Shares Authorized | No. of Shares Subscribed | Amt. Subscribed (at sale price) | No. of Shares Issued | Book value per share and price fixed for sale or exchange |
|---|---|---|---|---|---|
| Class: | shs. | shs | $ | shs | Book value $ ... Price fixed for sale or exchange $ |
| .. | shs | shs. | $ | shs | Book value $ ... Price fixed for sale or exchange $ |

4A. If the corporation has purchased, or otherwise acquired, any of its capital stock, or has disposed of any shares acquired during the current year or prior thereto, state separately the number of shares of each class of stock acquired or disposed of during the year, the consideration paid or received by the corporation for such stock, and the number of shares and cost of such stock remaining at December 31, 1956 (or close of fiscal year).

None

5. If the cost of the stock purchased and held at December 31, 1956 (or close of fiscal year), as set forth in item No. 4-A, has not been deducted from surplus, show the amount of surplus applied to such purchases None

6. The amount of capital stock paid in at date of balance sheet given in this report $ 1 081 600.00
(This shall include stock issued for goodwill, patents, formulas, or any other intangible property)

7. The following is a **true and complete statement** of the **assets and outstanding liabilities** of the corporation, as shown by its books and is **the same balance sheet statement as furnished or to be furnished to shareholders,** showing the condition at the date stated, and segregated to show the nature, location and value of all property owned and used by the corporation both within and without Michigan.

| *ASSETS | Amount | In Michigan | Without Michigan |
|---|---|---|---|
| 1. Cash | | $ | $ 296 966 76 |
| 2. Notes and Accounts Receivable | $ 1 298 138 13 | | |
| Less reserve for bad debts & discounts | 33 200 00 | | 1 264 938 13 |
| 3. Deferred Payment notes, contracts, etc. | $ | | |
| 4. Inventories: (To include raw materials, work in process, finished goods, supplies, etc.) | | | 2 141 334 31 |
| 5. Investments Stock of the Michigan Paper Co. of Plainwell | | 1 301 500 00 | |
| 6. Loans | | | |
| 7. Deferred charges: Prepaid insurance, taxes, etc. | | | 16 060 25 |
| 8. Capital assets: Land | | | 36 823 32 |
| Buildings | $ 1 866 425 18 | | |
| Machinery and equipment | 5 378 733 96 | | |
| Furniture and fixtures | 109 555 46 | | |
| Delivery equipment | | | |
| Water rights and pipe lines | 230 000 00 | | |
| Construction in progress | 13 857 18 | | |
| Total of item 8 | 7 598 571 78 | | |
| Less reserve for depreciation and depletion | $ 3 791 658 27 | | 3 806 913 51 |
| 9. Patents (To include copy-rights, trade-marks, etc) | | | 1 00 |
| 10. Good Will | | | |
| 11. Other Assets (describe fully) U.S.Savings Bonds | $ 5 737 50 | | |
| Deposits with Mutual Ins. Co. | 41 626 04 | | |
| Cash surrender value of life ins. | 84 419 23 | | |
| Travel advances | 4 850 00 | | |
| | | | 136 632 77 |
| 12. Total Assets | | $ 1 301 500 00 | $ 7 699 670 05 |
| *LIABILITIES | | | |
| 13. Notes and Accounts Payable | | $ 2 998 841 04 | |
| 14. Accrued Expenses | | 187 120 14 | |
| 15. Other Liabilities (describe fully): | $ | | |
| Estimated taxes on income | 341 932 66 | | |
| | | 341 932 66 | |
| 16. Capital Stock: Common stock | $ 1 081 600 00 | | |
| Preferred stock | $ | | |
| Non-par stock (No of shares ) | $ | 1 081 600 00 | |
| 17. Schedule of surplus and undivided profits (Enter deficit in red) Earned | 3 880 121 49 | | |
| Appreciation of value | 187 154 72 | | |
| Paid-in arising from stock dividends | 324 400 00 | | |
| Total surplus | 4 391 676 21 | | |
| Less, Treasury Stock (shares) at cost | | | |
| Amount of surplus applied to purchase of its capital stock | | 4 391 676 21 | |
| 18. Total Liabilities | $ | $ 9 001 170 05 | |

*If a written copy of balance sheet statement is furnished to shareholders, please attach a copy hereto.
In case corporation issues a consolidated statement to shareholders, show financial statement of reporting company only and not the consolidated one.

8. Number and kind of shares issued for property during 1956 or other period covered by this report None

Description of such property

Value at which such property was taken

Statement of Preparation Attached to and Forming Part of the

Michigan Annual Report of

HAMILTON PAPER COMPANY

for the year ended December 31, 1956.

We declare under the penalties of perjury that John T. Morris, a member of our staff, prepared the accompanying return showing a filing fee of $2.00

for the person(s) named herein; and that this return (including any accompanying schedules and statements) is, to the best of our knowledge and belief, a true, correct and complete return based on all the information relating to the matters required to be reported in this return of which we have any knowledge.

Lybrand, Ross Bros. & Montgomery

Lybrand, Ross Bros. & Montgomery
2101 Packard Building
Philadelphia 2, Penna.

9. The aggregate amount of any loans, advances, overdrafts and/or withdrawals and repayments thereof made to or by officers, directors or shareholders of the corporation otherwise than in the ordinary and usual course of business and on the ordinary and usual terms of payment and security.

$ None

10. The nature and kind of business in which the corporation is engaged Manufacture of fine paper

11. List the name and address of every subsidiary and affiliated corporation, foreign and/or domestic, owning stock in this corporation, together with the number of shares owned. (a rider may be attached if required)*

12. Give name and address of persons, other than officers or employees, who prepared, counselled, or assisted in preparation of this report Statement annexed

**CORPORATIONS WHICH MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE MICHIGAN, OTHER THAN A STATUTORY OFFICE, FILL IN FULLY SPACES BELOW:**

13 This report covers the period from* ..... to ..... | **In Michigan** | **Total**

| | | |
|---|---|---|
| (1) Average value of Real property and Tangible personal property (including inventories and buildings erected on leased land by or on behalf of lessee) | $ | $ |
| Annual Gross rents paid or accrued, x 8 | $ | $ |
| Total Property and Gross Rents | $ | $ |
| Ratio of **In Michigan** to **Total** | | % |
| (2) Personal Service compensation (wages, salaries, etc) | $ | $ |
| Ratio of **In Michigan** to **Total** | | % |
| (3) Receipts from sales of Tangible personal property | | $ |
| Located in Michigan, delivered in Michigan | $ | |
| Located in Michigan, shipped to points outside Michigan ÷ 2 | $ | |
| Located outside Michigan, shipped into Michigan ÷ 2 | $ | |
| Located at no continuous or permanent place outside Michigan, orders received or accepted in Michigan, ÷2 | $ | |
| Receipts from services Performed | $ | $ |
| Rentals from property and royalties from use of patents and copyrights | $ | $ |
| Total Receipts | $ | $ |
| Ratio of **In Michigan** to **Total** | | % |
| Average Ratio (Total ratios ÷ 3) | | % |

**CORPORATIONS WHICH DO NOT MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE OF MICHIGAN OTHER THAN A STATUTORY OFFICE PAY ON ENTIRE PAID-UP CAPITAL STOCK AND SURPLUS.**

Tentative computation of fee by Corporation (4 mills on the dollar).

Average ratio* .....

Filing fee - - - - $ 2.00

Paid-up Capital - - - $ .....

Surplus - - - - - $ .....

TOTAL - - - $ 2.00

HAMILTON PAPER COMPANY
(corporate name)

By ..... President
and
By ..... ASSISTANT Secretary
By ..... ASSISTANT Treasurer
(Signature of two different individuals required) (see instructions)

Dated MAY 8 - 1957 195
(Date of signing report)

*The Michigan Paper Co. of Plainwell merged into its parent, Hamilton Paper Company as of December 31, 1956 and the latter company began doing business in Michigan on January 1, 1957.

**Do not fill in space below**

Corporations with divided assets.

Average ratio .....

Paid-up capital None in Mich

Surplus .....

Fee as computed by the Michigan Corporation and Securities Commission

$ 2.00, filing fee.

$ 10.00, on capital stock. Min fee

$ —, on surplus.

Total $ 12.00

Difference $ ....., due state.

$ ....., due corporation.

**At the close of business

**False statements; penalties.** In case any corporation, which is required to file the report and/or pay the fees as provided in this act, shall wilfully make any false statement in such report, such corporation shall be subject to an additional penalty in the sum of fifty per cent of the amount of franchise or privilege fee required to be paid. Such penalty shall in no case be less than fifty dollars nor more than ten thousand dollars.

WEX000000007800

## Instructions and Information Relative to Annual Reports and Fees by Profit Corporations

**1. Required to File Report.**—Every cooperative association and every profit corporation organized or doing business under the laws of this state, or having the privilege to do business, employing capital or persons, owning or managing property or maintaining an office, or engaging in any transaction in this state Insurance companies, banks and trust companies excepted.

**2. When filed.**—Annually and in duplicate on or before May 15, 1957, showing condition at close of business on thirty-first day of December, or upon the date of the close of its fiscal year, next preceding May 15. Corporations organized or admitted on and after January 1 and prior to May 15 of this year, to file report in duplicate showing condition on date of incorporation or admittance and pay filing fee of two and privilege fee of ten dollars.

**3. The column headed "Amount issued"** (see Item No 4) in the columnar tabulation for shares with par value should show the par value of stock issued after deducting stock reacquired and cancelled Similar information should be given in the column headed "No. of shares issued" under the division for shares without par value

**4. Balance Sheet.**—The law provides this report shall contain a complete and detailed statement of assets and outstanding liabilities which shall be THE SAME BALANCE SHEET STATEMENT AS FURNISHED TO SHAREHOLDERS.

**5.** The report may be signed by the President or Vice-President AND Treasurer or Assistant Treasurer OR Secretary or Assistant Secretary Do not have the report signed by others

**6.** Report must be accompanied by filing fee of two dollars, together with franchise fee of 4 mills on each dollar of paid-up capital and surplus, but not less than ten dollars. One check covering fees acceptable MAKE CHECKS PAYABLE TO THIS COMMISSION, P O BOX 898, LANSING 4, MICHIGAN.

**7.** Receipt for fees paid will be issued on request

**8.** In the case of computing the annual franchise fee, such computation shall be made upon the entire paid-up capital and surplus of any corporation which does not maintain a regular place of business outside this state other than a statutory office

**9.** Unrealized profit for purpose of the privilege fee is considered as part of taxable surplus.

**10.** Do not deduct deficit or other impairment from the paid-up capital in computing the franchise fee. This applies to non-par as well as par

**11.** Any corporation failing to file the report and/or pay the fees by May 15, is subject to a penalty of $100 and an additional penalty of $5 a day for each day of neglect or refusal, and its corporate powers are automatically suspended if the default continues for ten days Any officer or officers neglecting or refusing to file said report becomes personally liable for all debts contracted during the period of neglect or refusal. **A FOREIGN** corporation failing to submit the report and pay the fees by May 15, forfeits its privilege to carry on business and its license is automatically revoked, and such corporation is liable to a penalty of from $100 to $1,000 for every month that it continues to transact business in this State without complying with the law The law also imposes other penalties upon corporations and officers for neglect or failure to duly file the required reports and/or pay fees, or for making any false statement in such reports.

**12. The Corporation is responsible for computing the franchise fee in compliance with statutory requirements as set forth in Act 85, P.A. of 1921, particularly as amended by Act 183 of 1952.**

**13.** THE STATUTE PROVIDES THAT NEGLECT OR REFUSAL TO FILE SUCH REPORT AND/OR TO PAY SUCH FEE FOR TWO CONSECUTIVE YEARS, THE CHARTER SHALL BE ABSOLUTELY VOID, WITHOUT ANY JUDICIAL PROCEEDINGS WHATSOEVER You are also liable for penalties as outlined in Instruction 11 above.

**14. TWO WHITE COPIES OF THIS REPORT ARE TO BE MAILED WITH REMITTANCE TO:**

MICHIGAN CORPORATION
AND
SECURITIES COMMISSION
Lansing 4, Michigan
P. O. Box 898

Form 279—1-57—180M

(Corporation To Fill In Space Below)

Name HAMILTON PAPER COMPANY,
(Type or Print)

Street .....

City Miguon, Penna.
(Zone)

# MICHIGAN ANNUAL REPORT FOR 1957

Am

PAID

MAY 10 1957

MICHIGAN CORPORATION AND SECURITIES COMMISSION

Filed MAY 10 1957 1957

WITH MICHIGAN CORPORATION AND SECURITIES COMMISSION

Accepted SEP 9 1957 1957

THE REPORT SHALL BE FILED IN DUPLICATE ON OR BEFORE THE 15TH DAY OF MAY, 1958

**Please Read Carefully Instructions on Back of this Form before Executing this Report**

# MICHIGAN ANNUAL REPORT—1958

**This report must be filed in DUPLICATE by every corporation for profit, whether domestic or foreign.**
(two white copies)

(Name of Corporation) HAMILTON PAPER COMPANY
(Type or Print)

(Address) ..... (No. / Street) Miquon, Pennsylvania (City / (Zone) / State)

Commissioner, Michigan Corporation and Securities Commission, Lansing, Michigan.

Sir:—In accordance with the provisions of Act No. 327, Public Acts of 1931, as amended, the above named corporation, by the undersigned officers thereof, submits the following report of its condition on the 31st day of December, 1957 or
(Do not change this date)
..... (Date) (close of fiscal year next preceding the time for filing; or the date of incorporation or admittance during 1958).

1. (a) The place or places of doing business either within or without Michigan is (are) Miquon, Penna., Plainwell, Mich., Chicago, Ill., New York, N.Y., and Los Angeles, Calif
   (b) Resident Agent (In Michigan) Llewellyn D. Nicolson (Name)
   (c) Address of Registered Office (In Michigan) Plainwell (Foreign Corporation—state Principal Office in Michigan)
2. Where Incorporated Pennsylvania (State) Date of Incorporation Jan 13, 1915
   Term of corporate existence perpetual Date Admitted Dec 31, 1956 (Foreign corporation—date admitted to do business in Michigan)
   The act under which incorporated or reincorporated .....
3. The following are the officers and directors or trustees of the corporation at date of balance sheet, given in this report:

| NAMES OF OFFICERS | | RESIDENCE ADDRESSES |
|---|---|---|
| Lane Taylor | President | Cherry Lane, Miquon, Penna. |
| Joseph H. Dunton | Vice-President | 201 N. Bowman Ave., Merion, Penna. |
| Llewellyn D. Nicolson | Vice-President | 1423 W. South St., Kalamazoo, Mich. |
| Charles C. Norris, Jr. | Secretary | Rose Lane, Haverford, Penna. |
| Edward W. Jones | Treasurer | 402 Kent Rd., Cynwyd, Penna. |

| NAMES OF ALL DIRECTORS (or Trustees) | RESIDENCE ADDRESSES |
|---|---|
| Hugo H. Hanson | 334 Fairhill Rd., Wynnewood, Penna. |
| Lane Taylor | Cherry Lane, Miquon, Penna. |
| Charles C. Norris, Jr. | Rose Lane, Haverford, Penna. |
| George H. Brown, Jr. | C/o Girard Trust Corn Exchange Bank Broad & Chestnut Sts., Phila.2, Pa. |
| Carl H. Chaffee | Presidential Apts., City Line Ave., Philadelphia, Penna. |
| Howard W. Taylor, Jr. | C/o Morgan, Lewis & Bockius, Fidelit-Phila. Trust Bldg., Phila., Pa. |
| Robert G. Rowe | C/o Stroud & Co., Inc., Fidelity-Phila. Trust Bldg., Phila., Pa. |

4. Capital stock, at date of balance sheet given in this report:

| Shares With Par Value | Amount Authorized | No. of Shares Authorized | Amt. Subscribed But not Issued (at par) | Amount Issued | Par Value per Share |
|---|---|---|---|---|---|
| Common | $ 3 000 000 | 600 000 | $ | $ 1 687 295 | $ 5.00 |
| Common | $ | | $ | $ | $ |
| Preferred | $ | | $ | $ | $ |
| Preferred | $ | | $ | $ | $ |
| Total | $ 3 000 000 | | $ | $ 1 687 295 | |

| Shares Without Par Value | No. of Shares Authorized | No. of Shares Subscribed | Amt. Subscribed (at sale price) | No. of Shares Issued | Book value per share and price fixed for sale or exchange |
|---|---|---|---|---|---|
| Class: | shs. | shs. | $ | shs. | Book value $ Price fixed for sale or exchange $ |
| | shs | shs | $ | shs. | Book value $ Price fixed for sale or exchange $ |

4A. If the corporation has purchased, or otherwise acquired, any of its capital stock, or has disposed of any shares acquired during the current year or prior thereto, state separately the number of shares of each class of stock acquired or disposed of during the year, the consideration paid or received by the corporation for such stock, and the number of shares and cost of such stock remaining at December 31, 1957 (or close of fiscal year).

None

5. If the cost of the stock purchased and held at December 31, 1957 (or close of fiscal year), as set forth in item No. 4-A, has not been deducted from surplus, show the amount of surplus applied to such purchases None

6. The amount of capital stock paid in at date of balance sheet given in this report $ 1 687 295.00
(This shall include stock issued for goodwill, patents, formulas, or any other intangible property)

7. The following is a **true and complete statement** of the **assets and outstanding liabilities** of the corporation, as shown by its books and is **the same balance sheet statement as furnished or to be furnished to shareholders,** showing the condition at the date stated, and segregated to show the nature, location and value of all property owned and used by the corporation both within and without Michigan.

| *ASSETS | Amount | In Michigan | Without Michigan |
|---|---|---|---|
| 1. Cash | | $ 30 501 71 | $ 1 240 961 69 |
| 2. Notes and Accounts Receivable | $ 1 931 114 21 | | |
| Less reserve for bad debts ... discounts and allowances | 69 788 70 | 389 996 04 | 1 471 329 47 |
| 3. Deferred Payment notes, contracts, etc. | $ | | |
| 4. Inventories: (To include raw materials, work in process, finished goods, supplies, etc.) | | 793 202 05 | 2 363 290 30 |
| 5. Investments U. S. Treasury Bills | | | 248 897 22 |
| 6. Loans | | | |
| 7. Deferred charges: Prepaid insurance, taxes, etc. | | 14 951 45 | 16 968 14 |
| 8. Capital assets: Land | | 47 208 64 | 38 006 00 |
| Buildings | $ 3 031 750 90 | | |
| Machinery and equipment | 8 177 639 15 | | |
| Furniture and fixtures | 93 844 76 | | |
| Delivery equipment | 138 814 99 | | |
| Water rights and pipe lines | 230 000 00 | | |
| Construction in progress | 1 590 006 41 | | |
| | | | |
| Total of item 8 | 13 262 056 21 | | |
| Less reserve for depreciation and depletion | $ 5 832 760 90 | 1 963 306 29 | 5 465 989 02 |
| 9. Patents (To include copy-rights, trade-marks, etc.) | | | 1 00 |
| 10. Good Will | | | |
| 11. Other Assets (describe fully) | $ | | |
| U. S. Savings Bonds | 6 112 50 | | |
| Deposits with Mutual Ins. Co. | 42 792 58 | | |
| Cash surrender value of life insurance | 91 619 23 | | |
| Travel advances | 5 850 00 | | 146 374 31 |
| 12. Total Assets | 14 230 183 33 | $ 3 239 166 18 | $ 10 991 817 15 |
| *LIABILITIES | | | |
| 13. Notes and Accounts Payable | | $ 2 759 637 18 | |
| 14. Accrued Expenses | | 258 382 40 | |
| 15. Other Liabilities (describe fully) | $ | | |
| Estimated taxes on income | 645 065 63 | | |
| | | | |
| | | | |
| | | 645 065 63 | |
| | | | |
| 16. Capital Stock: Common stock | $ 1 687 295 00 | | |
| Preferred stock | $ | | |
| Non-par stock (No of shares ) | $ | 1 687 295 00 | |
| 17. Schedule of surplus and undivided profits (Enter deficit in red) Earned | 4 785 427 30 | | |
| Appreciation of value | 187 154 72 | | |
| ~~Paid in arising from~~ Capital surplus | 3 908 021 10 | | |
| Total surplus and Undivided Profits | 8 880 603 12 | | |
| | | | |
| Amount of surplus applied to purchase of its capital stock | | 8 880 603 12 | |
| Total Liabilities | $ | $ 14 230 983 33 | |

*If a written copy of balance sheet statement is furnished to shareholders, please attach a copy hereto.
In case corporation issues a consolidated statement to shareholders, show financial statement of reporting company only and not the consolidated one.

8. Number and kind of shares issued for property during 1957 or other period covered by this report None

Description of such property

Value at which such property was taken

WEY000000007802

# YOUR COMPANY AND ITS PRODUCTS

HAMILTON PAPER COMPANY, 102 years old this year, is a manufacturer of high quality Writing, Printing, Book and Specialty papers. The Company has two mills, one located at Miquon, Pa., on the Schuylkill River, just northwest of the city limits of Philadelphia, and the other at Plainwell, Michigan, twelve miles north of Kalamazoo. Hamilton presently has a daily production capacity in excess of 500,000 pounds.

The papers manufactured by Hamilton can be divided into four broad categories—Text and Cover Papers, Business Papers, Offset and Book Papers and Reproduction and Specialty Papers.

TEXT AND COVER PAPERS are papers distinguished for their unique brilliant shades of white and colors, and for their varied surface character. Hamilton is the largest producer of such papers in the United States. Nine different grades, each with its own special characteristics, are marketed under the names Carousel, Andorra, Gainsborough, Weycroft, Victorian, Kilmory, Starwhite, Louvain, and Hamilton Vellum Opaque.

These papers are most often used for such purposes as annual reports, announcements, booklets, brochures, menus and other advertising literature of high quality.

BUSINESS PAPERS--Bonds, Mimeos, Ledgers, Duplicator--are the types of papers used in every business for letterheads and business forms. Hamilton makes two complete lines in this field, one being watermarked and sold under the brand name HAMILTON, the other being unwatermarked and sold under the name of MONTGOMERY.

OFFSET AND BOOK PAPERS are the third major Hamilton category. Offset papers are smooth and vellum finish papers which reproduce well both in black and white and in color, and which are particularly useful for all types of commercial printing by offset lithography. Hamilton has the most complete Offset line in the industry. The Offset grades are-Hamilton Offset, Wolverine Offset and Test Offset. *Book Papers*, as the name implies, are primarily used in text books, bibles, catalogues and other similar uses. The Hamilton book paper names are Test and Caronia.

REPRODUCTION and SPECIALTY PAPERS are those papers made by Hamilton and sold to converters for further processing. Reproduction papers (blueprint and diazo type) are special base papers, which after coating with light-sensitive solution, are used for engineering drawings and for office duplication work. Hamilton also manufactures many other specialty papers for converting and industrial use.

At present over one hundred and sixty wholesale paper distributors stock and sell Hamilton Papers to printers and consumers throughout the country. We are proud of our position in the industry, our reputation, and above all, the people who make up the HAMILTON PAPER COMPANY.

*Good papers for good business*

WEY000000007803

# HAMILTON PAPER COMPANY BALANCE S

| ASSETS | 1957 | 1956 |
|---|---|---|
| CURRENT ASSETS: | | |
| Demand deposits and cash on hand | $ 480,361 | $ 911,913 |
| Certificate of deposit | — | 50,000 |
| United States Government securities, at cost | 6,112 | 5,738 |
| Accounts receivable: | | |
| Customers, less allowances for discounts and doubtful accounts; 1957, $69,789; 1956, $67,505 | 1,851,691 | 1,706,852 |
| Other | 9,635 | 3,363 |
| Inventories (Note 1): | | |
| Finished paper | 1,506,119 | 1,079,655 |
| Work in process | 271,712 | 281,680 |
| Raw materials | 1,127,505 | 1,256,716 |
| Supplies | 251,156 | 298,496 |
| Prepaid accounts | 80,563 | 99,770 |
| TOTAL CURRENT ASSETS | $ 5,584,854 | $ 5,694,183 |
| Bank deposits and Government securities allocated for plant expansion | $ 1,040,000 | $ |
| Cash surrender value of insurance on lives of officers | $ 91,619 | $ 84,419 |
| Plant, equipment and water rights (Note 2): | | |
| Land, at cost | $ 85,215 | $ 81,937 |
| Buildings, at cost | 3,031,751 | 2,483,895 |
| Machinery and equipment, at cost | 8,410,299 | 8,361,138 |
| Water rights and pipe line, at appraised value, November 30, 1919 | 230,000 | 230,000 |
| Construction in progress, at cost | 1,590,006 | 61,985 |
| | $13,347,271 | $11,218,955 |
| Less accumulated depreciation | 5,832,761 | 5,524,016 |
| | $ 7,514,510 | $ 5,694,939 |
| Goodwill | $1 | $1 |
| | $14,230,984 | $11,473,542 |

See accompanying notes which are an integral pa

# NCE SHEETS, DECEMBER 31, 1957 and 1956

| LIABILITIES | 1957 | 1956 |
|---|---|---|
| CURRENT LIABILITIES: | | |
| Notes payable to banks: | | |
| Current loans | — | $ 300,000 |
| Installments on term loans payable within one year | $ 99,000 | 99,000 |
| Accounts payable: | | |
| Trade | 994,409 | 939,174 |
| Other | 62,229 | 56,406 |
| Accrued expenses: | | |
| Payrolls | 183,896 | 189,208 |
| Other | 74,487 | 59,808 |
| Taxes on income, estimated | 645,066 | 757,024 |
| TOTAL CURRENT LIABILITIES | $ 2,059,087 | $ 2,400,620 |
| Term loans payable, 4½ per cent (Note 2). | | |
| Semi-annual installments of $49,500 each, with balance due April 1, 1959, less installments included in current liabilities | 54,000 | 153,000 |
| Semi-annual installments of $50,000 each, payable October 1, 1959, and continuing through 1968, with balance due April 1, 1969 | 1,550,000 | 1,550,000 |
| | $ 3,663,087 | $ 4,103,620 |

## STOCKHOLDERS' EQUITY

| | | |
|---|---|---|
| Capital stock, par value $5 per share: | | |
| Authorized 600,000 shares | | |
| Issued 1957, 337,459 shares | $1,687,295 | |
| 1956, 216,320 shares | | $1,081,600 |
| Surplus other than retained earnings | 4,095,176 | 1,582,686 |
| Retained earnings, reduced by amounts capitalized as stock dividends (Note 2): | 4,785,426 | 4,705,636 |
| | $10,567,897 | $ 7,369,922 |
| | $14,230,984 | $11,473,542 |

: an integral part of these financial statements.

Good papers for good business

WEY000000007805

# STATEMENTS of INCOME and RETAINED EARNINGS

| | 1957 | 1956* |
|---|---|---|
| Sales, less freight, discounts, returns and allowances | $22,044,333 | $22,744,934 |
| Cost of sales (Note 1) | 19,240,481 | 19,772,231 |
| Selling, administrative and general expenses | 1,379,856 | 1,289,689 |
| | $20,620,337 | $21,061,920 |
| Profit from operation after providing $503,453 for depreciation in 1957 and $449,746 in 1956 | 1,423,996 | 1,683,014 |
| Other income | 41,002 | 1,199 |
| | 1,464,998 | 1,684,213 |
| Interest expense | 87,608 | 89,120 |
| Income before estimated taxes on income | $ 1,377,390 | $ 1,595,093 |
| Estimated taxes on income: | | |
| Federal | 686,000 | 811,000 |
| State | 50,000 | 34,000 |
| | $ 736,000 | $ 845,000 |
| Net income | 641,390 | 750,093 |
| Retained earnings, beginning of year | 4,705,636 | 4,333,743 |
| | $ 5,347,026 | $ 5,083,836 |
| Deduct: | | |
| Cash dividends paid | 324,480 | 122,200 |
| Stock dividends, 4 per cent; shares of common stock issued; 1957—12,979; 1956—8,320: | | |
| Par value credited to capital stock account | 64,895 | 41,600 |
| Excess of value assigned over par value, credited to capital surplus | 172,225 | 214,400 |
| | $ 561,600 | $ 378,200 |
| Retained earnings, end of year (Note 2) | $ 4,785,426 | $ 4,705,636 |

*Consolidated operations of Hamilton and its Michigan subsidiary which was merged into Hamilton as of December 31, 1956.

See accompanying notes which are an integral part of these financial statements.

Statement of Preparation Attached to and Forming Part of the

Michigan Annual Report of

HAMILTON PAPER COMPANY

for the year ended December 31, 1958.

We declare under the penalties of perjury that John T. Morris, a member of our staff, prepared the accompanying return showing a fee of $9,840.93

for the person(s) named herein; and that this return (including any accompanying schedules and statements) is, to the best of our knowledge and belief, a true, correct and complete return based on all the information relating to the matters required to be reported in this return of which we have any knowledge.

Lybrand, Ross Bros. & Montgomery

Lybrand, Ross Bros. & Montgomery
2101 Packard Building
Philadelphia 2, Penna.

9. The aggregate amount of any loans, advances, overdrafts and/or withdrawals and repayments thereof made to or b officers, directors or shareholders of the corporation otherwise than in the ordinary and usual course of business and on th ordinary and usual terms of payment and security.

$ None

10. The nature and kind of business in which the corporation is engaged Manufacture of fine paper

11. List the name and address of every subsidiary and affiliated corporation, foreign and/or domestic, owning stock in thi corporation, together with the number of shares owned. (a rider may be attached if required) None

12. Give name and address of persons, other than officers or employees, who prepared, counselled, or assisted in preparation of this report Lybrand, Ross Bros. & Montgomery, See statement annexed

**CORPORATIONS WHICH MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE MICHIGAN, OTHER THAN A STATUTORY OFFICE, FILL IN FULLY SPACES BELOW:**

13. This report covers the period from Jan 1, 1957 to Dec 31, 1957

| | | In Michigan | Total |
|---|---|---|---|
| (1) | Average value of Real property and Tangible personal property (including inventories and buildings erected on leased land by or on behalf of lessee) | $ 2 703 265 | $ 9 518 613 |
| | Annual Gross rents paid or accrued, x 8 | $ | $ 44 496 |
| | Total Property and Gross Rents | $ 2 703 265 | $ 9 563 109 |
| | Ratio of **In Michigan** to **Total** | | 28.2676 % |
| (2) | Personal Service compensation (wages, salaries, etc.) | $ 1 444 531 | $ 5 600 694 |
| | Ratio of **In Michigan** to **Total** | | 25.7920 % |
| (3) | Receipts from sales of Tangible personal property | | $ 23 067 567 |
| | Located in Michigan, delivered in Michigan | $ 420 410 | |
| | Located in Michigan, shipped to points outside Michigan ÷ 2 | $ 2 969 235 | |
| | Located outside Michigan, shipped into Michigan ÷ 2 | $ 246 302 | |
| | Located at no continuous or permanent place outside Michigan, orders received or accepted in Michigan, ÷ 2 | $ | |
| | Receipts from services Performed | $ | $ |
| | Rentals from property and royalties from use of patents and copyrights | $ 1 735 | $ 3 869 |
| | Total Receipts | $ 3 637 682 | $ 23 071 436 |
| | Ratio of **In Michigan** to **Total** | | 15.7670 % |
| | Average Ratio (Total ratios ÷ 3) | | 23.2755 % |

**CORPORATIONS WHICH DO NOT MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE OF MICHIGAN OTHER THAN A STATUTORY OFFICE PAY ON ENTIRE PAID-UP CAPITAL STOCK AND SURPLUS.**

Tentative computation of fee by Corporation: (4 mills on the dollar).

| | |
|---|---|
| Average ratio | 23.2755% |
| Filing fee | $ 2.00 |
| Paid-up Capital | $ 1 570.91 |
| Surplus | $ 8 268.02 |
| TOTAL | $ 9 840.93 |

Hamilton Paper Company
(corporate name)

By [signature] President
and
By [signature] Secretary
or
By Edward W. Jones Treasurer
(Signature of two different individuals required) (see instructions)

Dated MAY 13 1958 195
(Date of signing report)

**(Do not fill in space below)**

Corporations with divided assets.

Average ratio 23.2755

Paid-up capital 392 726.35

Surplus 2 067 004.75

Fee as computed by the Michigan Corporation and Securities Commission.

$ 2.00, filing fee.

$ 1 570.91, on capital stock.

$ 8 268.02, on surplus.

Total $ 9 840.93

Difference $ , due state.

$ , due corporation.

**False statements; penalties.** In case any corporation, which is required to file the report and/or pay the fees as provided in this act, shall wilfully make any false statement in such report, such corporation shall be subject to an additional penalty in the sum of fifty per cent of the amount of franchise or privilege fee required to be paid. Such penalty shall in no case be less than fifty dollars nor more than ten thousand dollars.

WEY0000000007808

WEX000000007809

## Instructions and Information Relative to Annual Reports and Fees by Profit Corporations

**1. Required to File Report.**—Every cooperative association and every profit corporation organized or doing business under the laws of this state, or having the privilege to do business, employing capital or persons, owning or managing property or maintaining an office, or engaging in any transaction in this state. Insurance companies, banks and trust companies excepted.

**2. When filed.**—Annually and in duplicate on or before May 15, 1958, showing condition at close of business on thirty-first day of December, or upon the date of the close of its fiscal year, next preceding May 15. Corporations organized or admitted on and after January 1 and prior to May 15 of this year, to file report in duplicate showing condition on date of incorporation or admittance and pay filing fee of two and privilege fee of ten dollars.

**3. The column headed "Amount issued"** (see Item No. 4) in the columnar tabulation for shares with par value should show the par value of stock issued after deducting stock reacquired and cancelled. Similar information should be given in the column headed "No. of shares issued" under the division for shares without par value

**4. Balance Sheet.**—The law provides this report shall contain a complete and detailed statement of assets and outstanding liabilities which shall be THE SAME BALANCE SHEET STATEMENT AS FURNISHED TO SHAREHOLDERS

**5.** The report may be signed by the President or Vice-President AND Treasurer or Assistant Treasurer OR Secretary or Assistant Secretary. Do not have the report signed by others.

**6.** Report must be accompanied by filing fee of two dollars, together with franchise fee of 4 mills on each dollar of paid-up capital and surplus, but not less than ten dollars. One check covering fees acceptable MAKE CHECKS PAYABLE TO THIS COMMISSION, P.O. BOX 898, LANSING 4, MICHIGAN.

**7.** Receipt for fees paid will be issued on request

**8.** In the case of computing the annual franchise fee, such computation shall be made upon the entire paid-up capital and surplus of any corporation which does not maintain a regular place of business outside this state other than a statutory office.

**9.** Unrealized profit for purpose of the privilege fee is considered as part of taxable surplus.

**10.** Do not deduct deficit or other impairment from the paid-up capital in computing the franchise fee This applies to non-par as well as par

**11.** Any corporation failing to file the report and/or pay the fees by May 15, is subject to a penalty of $100 and an additional penalty of $5 a day for each day of neglect or refusal, and its corporate powers are automatically suspended if the default continues for ten days. Any officer or officers neglecting or refusing to file said report becomes personally liable for all debts contracted during the period of neglect or refusal. **A FOREIGN** corporation failing to submit the report and pay the fees by May 15, forfeits its privilege to carry on business and its license is automatically revoked, and such corporation is liable to a penalty of from $100 to $1,000 for every month that it continues to transact business in this State without complying with the law. The law also imposes other penalties upon corporations and officers for neglect or failure to duly file the required reports and/or pay fees, or for making any false statement in such reports.

**12. The Corporation is responsible for computing the franchise fee in compliance with statutory requirements as set forth in Act 85, P.A. of 1921, particularly as amended by Act 183 of 1952.**

**13.** THE STATUTE PROVIDES THAT NEGLECT OR REFUSAL TO FILE SUCH REPORT AND/OR TO PAY SUCH FEE FOR TWO CONSECUTIVE YEARS, THE CHARTER SHALL BE ABSOLUTELY VOID, WITHOUT ANY JUDICIAL PROCEEDINGS WHATSOEVER You are also liable for penalties as outlined in Instruction 11 above.

**14. TWO WHITE COPIES OF THIS REPORT ARE TO BE MAILED WITH REMITTANCE TO:**

MICHIGAN CORPORATION
AND
SECURITIES COMMISSION
Lansing 4, Michigan
P. O. Box 898



(Corporation To Fill In Space Below)

Name HAMILTON PAPER COMPANY
(Type or Print)

Street .....

City Miquon, Pennsylvania.
(Zone)

# MICHIGAN ANNUAL REPORT FOR 1958

PAID

MAY 19 1958

MICHIGAN CORPORATION AND SECURITIES COMMISSION

Filed MAY 19 1958 1958

WITH MICHIGAN CORPORATION AND SECURITIES COMMISSION

Accepted JAN 12 1959 1958

THE REPORT SHALL BE FILED IN DUPLICATE ON OR BEFORE THE 15TH DAY OF MAY, 1959

**Please Read Carefully Instructions on Back of this Form before Executing this Report**

# MICHIGAN ANNUAL REPORT—1959

**This report must be filed in DUPLICATE by every corporation for profit, whether domestic or foreign.**
(two white copies)

(Name of Corporation) HAMILTON PAPER COMPANY
(Type or Print)

(Address) ..... No. ..... Street ..... Miquon City ..... Pennsylvania (Zone) State

Commissioner, Michigan Corporation and Securities Commission, Lansing, Michigan.

Sir:- In accordance with the provisions of Act No. 327, Public Acts of 1931, as amended, the above named corporatio by the undersigned officers thereof, submits the following report of its condition on the 31st day of December, 1958 or ..... (Do not change this date)

..... (Date) (close of fiscal year next preceding the time for filing; or the date of incorporation or admittanc during 1959)

1. (a) The place or places of doing business either within or without Michigan is (are) Miquon, Penna. Plainwell, Mich., Chicago, Ill, New York, New York, & Los Angles, Cal

   (b) Resident Agent (In Michigan) Llewellyn D. Nicolson (Name)

   (c) Address of Registered Office (In Michigan) Plainwell (Foreign Corporation state Principal Office in Michigan)

2 Where Incorporated Pennsylvania (State) Date of Incorporation Jan. 13, 1915

Term of corporate existence Perpetual Date Admitted Dec. 31, 1956 (Foreign corporation date admitted to do business in Michiga

The act under which incorporated or reincorporated.

3 The following are the officers and directors or trustees of the corporation at date of balance sheet, given in this report

| NAMES OF OFFICERS | | RESIDENCE ADDRESSES |
|---|---|---|
| *Lane Taylor | President | Cherry Lane, Miquon, Penna. |
| Joseph H. Dunton | Vice-President | 201 N. Bowman Ave., Merion, Penna |
| Llewellyn D. Nicolson | Vice-President | 1423 W. South St., Kalamazoo, Mich. |
| *Charles C. Norris, Jr. | Secretary | Rose Lane, Haverford, Penna. |
| Edward W. Jones | Treasurer | 402 Kent. Rd. Cynwyd, Penna. |

*Director

| NAMES OF ALL DIRECTORS (or Trustees) | RESIDENCE ADDRESSES |
|---|---|
| Hugo H. Hanson | 830 Montgomery Ave., Bryn Mawr, Penna. |
| George H. Brown, Jr. | C/o Girard Trust Corn Exchange Bank - Phila. |
| Carl H. Chaffee | Presidential Apts., City Line Ave. - Phila. |
| Howard W. Taylor, Jr. | C/o Morgan, Lewis & Bockius, Fidelity - Phila. Trust Bldg., Phila., Pa. |
| Robert G. Rowe | C/o Stroud & Co. Inc., Fidelity - Phila. Trust Bldg., Phila., Pa. |

4 Capital stock, at date of balance sheet given in this report

| Shares With Par Value | Amount Authorized | No. of Shares Authorized | Amt. Subscribed But not Issued (at par) | Amount Issued | Par Value per Share |
|---|---|---|---|---|---|
| Common - | $ 3 000 000 | 600 000 | $ | $ 1 754 785 | $ 5.00 |
| Common - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Total - | $ 3 000 000 | | $ | $ 1 754 785 | |

| Shares Without Par Value | No. of Shares Authorized | No. of Shares Subscribed | Amt. Subscribed (at sale price) | No. of Shares Issued | Book value per share and price fixed for sale or exchange |
|---|---|---|---|---|---|
| Class. | shs | shs | $ | shs. | Book value $ Price fixed for sale or exchange $ |
| | shs | shs | $ | shs | Book value $ Price fixed for sale or exchange $ |

4A. If the corporation has purchased, or otherwise acquired, any of its capital stock, or has disposed of any shares acquired during the current year or prior thereto, state separately the number of shares of each class of stock acquired or disposed of during the year, the consideration paid or received by the corporation for such stock, and the number of shares and cost of such stock remaining at December 31, 1958 (or close of fiscal year)

None

5. If the cost of the stock purchased and held at December 31, 1958 (or close of fiscal year), as set forth in item No. 4-A, has not been deducted from surplus, show the amount of surplus applied to such purchases None

CORPORATION TO COMPLETE STUB BELOW

For Commission use only

FORM 279

6. The amount of capital stock paid in at date of balance sheet given in this report $ 1 754 785.00

(This shall include stock issued for goodwill, patents, formulas, or any other intangible property)

7. The following is a **true and complete statement** of the **assets and outstanding liabilities** of the corporation, as shown by its books and is **the same balance sheet statement as furnished or to be furnished to shareholders,** showing the condition at the date stated, and segregated to show the nature, location and value of all property owned and used by the corporation both within and without Michigan

| *ASSETS | Amount | In Michigan | Without Michigan |
|---|---|---|---|
| 1. Cash | $ 2 133 217 60 | $ 187 314 96 | $ 88 387 62 |
| 2. Notes and Accounts Receivable | 70 170 34 | 554 244 04 | 1 508 803 22 |
| Less reserve for bad debts, discounts & allowances | | | |
| 3. Deferred Payment notes, contracts, etc. | $ | | |
| 4. Inventories: (To include raw materials, work in process, finished goods, supplies, etc.) | | 716 676 95 | 2 557 743 90 |
| 5. Investments | | | |
| 6. Loans | | | |
| 7. Deferred charges: Prepaid insurance, taxes, etc. | | 18 265 99 | 26 546 42 |
| 8. Capital assets: Land | | 47 208 64 | 38 106 00 |
| Buildings | $ 3 926 429 32 | | |
| Machinery and equipment | 11 957 138 76 | | |
| Furniture and fixtures | 105 989 86 | | |
| Delivery equipment | 231 827 63 | | |
| Water rights and pipe lines | 230 000 00 | | |
| Construction in progress | 86 658 66 | | |
| Total of item 8 | 16 538 044 23 | | |
| Less reserve for depreciation and depletion | $ 6 396 405 24 | 1 974 222 20 | 8 167 416 79 |
| 9. Patents (To include copy-rights, trade-marks, etc.) | | | 1 00 |
| 10. Good Will | | | |
| 11. Other Assets (describe fully) | $ | | |
| U. S. Savings Bonds | 4 387 50 | | |
| Deposits with Mutual Ins. Co. | 35 116 47 | | |
| Cash surrender value of life ins. | 98 386 15 | | |
| Travel advances | 5 800 00 | | 143 690 12 |
| 12. Total Assets | 16 082 627 85 | $ 3 497 932 78 | $ 12 530 695 07 |
| *LIABILITIES | | | |
| 13. Notes and Accounts Payable | | $ 5 012 033 18 | |
| 14. Accrued Expenses | | 436 577 47 | |
| 15. Other Liabilities (describe fully) | $ | | |
| Estimated taxes on income | 59 076 56 | | |
| | | 59 076 56 | |
| 16. Capital Stock: | | | |
| Common stock | $ 1 754 785 00 | | |
| Preferred stock | $ | | |
| Non-par stock (No. of shares ) | $ | 1 754 785 00 | |
| 17. Schedule of surplus and undivided profits (Enter deficit in red) | | | |
| Earned | 4 498 360 92 | | |
| Appreciation of value | 187 154 72 | | |
| ~~Paid in arising from~~ Capital surplus | 4 080 640 00 | | |
| Total surplus and Undivided Profits | 8 766 155 64 | | |
| Amount of surplus applied to purchase of its capital stock | | 8 766 155 64 | |
| Total Liabilities | $ | $ 16 028 627 85 | |

New

*If a written copy of balance sheet statement is furnished to shareholders, please attach a copy hereto.
In case corporation issues a consolidated statement to shareholders, show financial statement of reporting company only and not the consolidated one.

Number and kind of shares issued for property during 1958 or other period covered by this report ... None

Description of such property

Value at which such property was taken

WEY000000007811

Statement of Preparation Attached to and Forming Part of the

Michigan Annual Report of

HAMILTON PAPER COMPANY,

for the year ~~ended~~ 1959 ~~19—~~.

We declare under the penalties of perjury that John T. Morris, a member of our staff, prepared the accompanying return showing a fee of $9,573.70

for the person(s) named herein; and that this return (including any accompanying schedules and statements) is, to the best of our knowledge and belief, a true, correct and complete return based on all the information relating to the matters required to be reported in this return of which we have any knowledge.

Lybrand, Ross Bros. & Montgomery
2101 Packard Building
Philadelphia 2, Penna.

9 The aggregate amount of any loans, advances, overdrafts and/or withdrawals and repayments thereof made to or by officers, directors or shareholders of the corporation otherwise than in the ordinary and usual course of business and on the ordinary and usual terms of payment and security.

$ None

10. The nature and kind of business in which the corporation is engaged Manufacture of fine paper

11. List the name and address of every subsidiary and affiliated corporation, foreign and/or domestic, owning stock in this corporation, together with the number of shares owned. (a rider may be attached if required) None

12. Give name and address of persons, other than officers or employees, who prepared, counselled, or assisted in preparation of this report Lybrand, Ross Bros. & Montgomery, See statement annexed

**CORPORATIONS WHICH MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE MICHIGAN, OTHER THAN A STATUTORY OFFICE, FILL IN FULLY SPACES BELOW:**

13. This report covers the period from Jan. 1, 1958 to Dec. 31, 1958

| | In Michigan | Total |
|---|---|---|
| (1) Average value of Real property and Tangible personal property (including inventories and buildings erected on leased land by or on behalf of lessee) | $ 2 746 449 | $ 12 086 188 |
| Annual Gross rents paid or accrued, x 8 | $ — | $ 49 512 |
| Total Property and Gross Rents | $ 2 746 449 | $ 12 135 700 |
| Ratio of **In Michigan** to **Total** | | 22.6312 % |
| (2) Personal Service compensation (wages, salaries, etc.) | $ 1 706 958 | $ 6 138 351 |
| Ratio of **In Michigan** to **Total** | | 27.8081 % |
| (3) Receipts from sales of Tangible personal property | | $ 23 476 436 |
| Located in Michigan, delivered in Michigan | $ 591 937 | |
| Located in Michigan, shipped to points outside Michigan ÷ 2 | $ 3 350 590 | |
| Located outside Michigan, shipped into Michigan ÷ 2 | $ 233 148 | |
| Located at no continuous or permanent place outside Michigan, orders received or accepted in Michigan, ÷2 | $ | |
| Receipts from services Performed | $ | $ |
| Rentals from property and royalties from use of patents and copyrights | $ 2 418 | $ 4 196 |
| Total Receipts | $ 4 178 093 | $ 23 480 632 |
| Ratio of **In Michigan** to **Total** | | 17.7938 % |
| Average Ratio (Total-ratios ÷ 3) | | 22.7444 % |

**CORPORATIONS WHICH DO NOT MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE OF MICHIGAN OTHER THAN A STATUTORY OFFICE PAY ON ENTIRE PAID-UP CAPITAL STOCK AND SURPLUS.**

Tentative computation of fee by Corporation. (4 mills on the dollar).

Average ratio 22.7444

Filing fee $ 2.00

Paid-up Capital $ 1 596.46

Surplus $ 7 975.24

TOTAL $ 9 573.70

HAMILTON PAPER COMPANY
(corporate name)

By [signature] President
and

By [signature] Secretary
or

By Edward W. Jones Treasurer
(Signature of two different individuals required) (see instructions)

Dated MAY 8 - 1959 195
(Date of signing report)

(Do not fill in space below)

Corporations with divided assets.

Average ratio 22 7444

Paid-up capital 399 115.32

Surplus 1993 809.36

Fee as computed by the Michigan Corporation and Securities Commission.

$ 2.00 , filing fee.

$ 1596.46 , on capital stock.

$ 7975.24 , on surplus.

Total $ 9573.70

Difference $ , due state.

$ , due corporation.

**False statements; penalties.** In case any corporation, which is required to file the report and/or pay the fees as provided in this act, shall wilfully make any false statement in such report, such corporation shall be subject to an additional penalty in the sum of fifty per cent of the amount of franchise or privilege fee required to be paid. Such penalty shall in no case be less than fifty dollars nor more than ten thousand dollars.

WEY00000007814

## Instructions and Information Relative to Annual Reports and Fees by Profit Corporations

**1. Required to File Report.**—Every cooperative association and every profit corporation organized or doing business under the laws of this state, or having the privilege to do business, employing capital or persons, owning or managing property or maintaining an office, or engaging in any transaction in this state Insurance companies, banks and trust companies excepted.

**2. When filed.**—Annually and in duplicate on or before May 15, 1959, showing condition at close of business on thirty-first day of December, or upon the date of the close of its fiscal year, next preceding May 15. Corporations organized or admitted on and after January 1 and prior to May 15 of this year, to file report in duplicate showing condition on date of incorporation or admittance and pay filing fee of two and privilege fee of ten dollars.

**3. The column headed "Amount issued"** (see Item No 4) in the columnar tabulation for shares with par value should show the par value of stock issued after deducting stock reacquired and cancelled Similar information should be given in the column headed "No of shares issued" under the division for shares without par value.

**4. Balance Sheet.**—The law provides this report shall contain a complete and detailed statement of assets and outstanding liabilities which shall be THE SAME BALANCE SHEET STATEMENT AS FURNISHED TO SHAREHOLDERS.

**5.** The report may be signed by the President or Vice-President AND Treasurer or Assistant Treasurer OR Secretary or Assistant Secretary Do not have the report signed by others

**6.** Report must be accompanied by filing fee of two dollars, together with franchise fee of 4 mills on each dollar of paid-up capital and surplus, but not less than ten dollars. One check covering fees acceptable. MAKE CHECKS PAYABLE TO THIS COMMISSION, P.O. BOX 898, LANSING 4, MICHIGAN.

**7.** Receipt for fees paid will be issued on request.

**8.** In the case of computing the annual franchise fee, such computation shall be made upon the entire paid-up capital and surplus of any corporation which does not maintain a regular place of business outside this state other than a statutory office

**9.** Unrealized profit for purpose of the privilege fee is considered as part of taxable surplus

**10.** Do not deduct deficit or other impairment from the paid-up capital in computing the franchise fee This applies to non-par as well as par.

**11.** Any corporation failing to file the report and/or pay the fees by May 15, is subject to a penalty of $100 and an additional penalty of $5 a day for each day of neglect or refusal, and its corporate powers are automatically suspended if the default continues for ten days. Any officer or officers neglecting or refusing to file said report becomes personally liable for all debts contracted during the period of neglect or refusal **A FOREIGN** corporation failing to submit the report and pay the fees by May 15, forfeits its privilege to carry on business and its license is automatically revoked, and such corporation is liable to a penalty of from $100 to $1,000 for every month that it continues to transact business in this State without complying with the law The law also imposes other penalties upon corporations and officers for neglect or failure to duly file the required reports and/or pay fees, or for making any false statement in such reports.

**12. The Corporation is responsible for computing the franchise fee in compliance with statutory requirements as set forth in Act 85, P.A. of 1921, particularly as amended by Act 183 of 1952.**

**13.** THE STATUTE PROVIDES THAT NEGLECT OR REFUSAL TO FILE SUCH REPORT AND/OR TO PAY SUCH FEE FOR TWO CONSECUTIVE YEARS, THE CHARTER SHALL BE ABSOLUTELY VOID, WITHOUT ANY JUDICIAL PROCEEDINGS WHATSOEVER You are also liable for penalties as outlined in Instruction 11 above

**14. TWO WHITE COPIES OF THIS REPORT ARE TO BE MAILED WITH REMITTANCE TO:**

MICHIGAN CORPORATION
AND
SECURITIES COMMISSION
Lansing 4, Michigan
P. O. Box 898

Form 270—2-59—195M —11

(Corporation To Fill In Space Below)

Name HAMILTON PAPER COMPANY
(Type or Print)

Street .....

City Miquon, Pennsylvania
(Zone)

# MICHIGAN ANNUAL REPORT FOR 1959

An.

Filed MAY 12 1959 1959

WITH MICHIGAN CORPORATION AND SECURITIES COMMISSION

Accepted ..... 1959

THE REPORT SHALL BE FILED IN DUPLICATE ON OR BEFORE THE 15TH DAY OF MAY, 1960

Please Read Carefully Instructions on Back of this Form before Executing this Report

# MICHIGAN ANNUAL REPORT—1960

**This report must be filed in DUPLICATE by every corporation for profit, whether domestic or foreign.**
(two white copies)

(Name of Corporation) HAMILTON PAPER COMPANY /
(Type or Print)

(Address) ... No. ... Street Miquon, City Pennsylvania (Zone) State

Commissioner, Michigan Corporation and Securities Commission, Lansing, Michigan.

Sir:—In accordance with the provisions of Act No 327, Public Acts of 1931, as amended, the above named corporation by the undersigned officers thereof, submits the following report of its condition on the 31st day of December, 1959 or ... (Do not change this date)

... (Date) (close of fiscal year next preceding the time for filing; or the date of incorporation or admittance during 1960 )

1 (a) The place or places of doing business either within or without Michigan is (are) Miquon, Penna. Plainwell, Mich., Chicago, Ill., New York, N.Y. and Los Angeles, Calif.

(b) Resident Agent (In Michigan) Llewellyn D. Nicolson / (Name)

(c) Address of Registered Office (In Michigan) Plainwell (Foreign Corporation—state Principal Office in Michigan)

2. Where Incorporated Pennsylvania / (State) Date of Incorporation Jan 13, 1915

Term of corporate existence Perpetual Date Admitted Dec 31, 1956 / (Foreign corporation—date admitted to do business in Michigan)

The act under which incorporated or reincorporated ...

3. The following are the officers and directors or trustees of the corporation at date of balance sheet, given in this report

| NAMES OF OFFICERS | RESIDENCE ADDRESSES |
|---|---|
| ... President | ... |
| Schedule annexed / Vice-President | ... |
| ... Vice-President | ... |
| ... Secretary | ... |
| ... Treasurer | ... |

| NAMES OF ALL DIRECTORS (or Trustees) | RESIDENCE ADDRESSES |
|---|---|
| ... | ... |
| ... | ... |
| Schedule annexed / | ... |
| ... | ... |
| ... | ... |
| ... | ... |

4. Capital stock, at date of balance sheet given in this report:

| Shares With Par Value | Amount Authorized | No. of Shares Authorized | Amt. Subscribed But not Issued (at par) | Amount Issued | Par Value per Share |
|---|---|---|---|---|---|
| Common - | $ 3 000 000 / | 600 000 | $ | $ 1 824 975 | $ 5.00 |
| Common - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Total - | $ 3 000 000 | | $ | $ 1 824 975 | |

| Shares Without Par Value | No. of Shares Authorized | No. of Shares Subscribed | Amt. Subscribed (at sale price) | No. of Shares Issued | Book value per share and price fixed for sale or exchange |
|---|---|---|---|---|---|
| Class. ... | shs | shs | $ | shs | Book value $ ... Price fixed for sale or exchange $ ... |
| ... | shs. | shs | $ | shs | Book value $ ... Price fixed for sale or exchange $ |

4A. If the corporation has purchased, or otherwise acquired, any of its capital stock, or has disposed of any shares acquired during the current year or prior thereto, state separately the number of shares of each class of stock acquired or disposed of during the year, the consideration paid or received by the corporation for such stock, and the number of shares and cost of such stock remaining at December 31, 1959 (or close of fiscal year).

... None ...

5. If the cost of the stock purchased and held at December 31, 1959 (or close of fiscal year), as set forth in item No 4-A, has not been deducted from surplus, show the amount of surplus applied to such purchases ... None ...

... case any corporation, which is required to file the report and/or pay the fees as pro- ... y false statement in such report, such corporation shall be subject to an additional ... e amount of franchise or privilege fee required to be paid. Such penalty shall in no ... han ten thousand dollars

CORPORATION TO COMPLETE STUB BELOW

FORM 379

6. The amount of capital stock paid in at date of balance sheet given in this report $ 1 824 975.00

(This shall include stock issued for goodwill, patents formulas, or any other intangible property)

7. The following is a **true and complete statement** of the **assets and outstanding liabilities** of the corporation, as shown by its books and is **the same balance sheet statement as furnished or to be furnished to shareholders,** showing the condition at the date stated, and segregated to show the nature, location and value of all property owned and used by the corporation both within and without Michigan.

| *ASSETS | Amount | In Michigan | Without Michigan |
|---|---|---|---|
| 1. Cash | | $ 353 698 71 | $ 347 371 15 |
| 2. Notes and Accounts Receivable | $ 2 113 647 84 | | |
| Less reserve for bad debts, discounts and allowances | 66 552 67 | 463 240 65 | 1 583 854 52 |
| 3. Deferred Payment notes, contracts, etc. | $ | | |
| 4. Inventories: (To include raw materials, work in process, finished goods, supplies, etc.) | | 861 970 92 | 2 720 444 05 |
| 5. Investments | | | |
| 6. Loans | | | |
| 7. Deferred charges: Prepaid insurance, taxes, etc | | 13 995 63 | 19 495 53 |
| 8. Capital assets: Land | | 49 108 64 | 33 115 25 |
| Buildings | $ 3 980 743 92 | | |
| Machinery and equipment | 12 525 580 27 | | |
| Furniture and fixtures | 120 960 69 | | |
| Delivery equipment | 244 716 71 | | |
| Water rights and pipe lines | 230 000 00 | | |
| Construction in progress | 45 006 17 | | |
| Total of Item 8 | 17 147 007 76 | | |
| Less reserve for depreciation and depletion | $ 7 012 904 78 | 2 078 348 17 | 8 055 754 81 |
| 9. Patents (To include copy-rights, trade-marks, etc.) | | | |
| 10. Good Will | | | 1 00 |
| 11. Other Assets (describe fully) | $ | | |
| U. S. Savings Bonds | 6 281 25 | | |
| Deposits with Mutual Ins. Co. | 53 781 00 | | |
| Cash surrender val. of life Ins. | 105 586 15 | | |
| Travel advances | 6 300 00 | | 171 948 40 |
| 12. Total Assets | | $ 3 820 362 72 | $ 12 931 984 71 |
| ***LIABILITIES** | | | |
| Notes and Accounts Payable | | $ 4 998 973 95 | |
| Accrued Expenses | | 526 809 41 | |
| Other Liabilities (describe fully): | $ | | |
| Estimated taxes on income: | | | |
| Current | 317 320 57 | | |
| Deferred | 131 000 00 | | |
| | | 448 320 57 | / |
| Capital Stock: Common stock | $ 1 824 975 00 | | |
| Preferred stock | $ | | |
| Non-par stock (No. of shares ) | $ | 1 824 975 00 | / |
| Schedule of surplus and undivided profits (Enter deficit in red) Earned | 4 552 112 78 | | |
| Appreciation of value | 187 154 72 | | |
| ~~Paid-in-surplus from~~ Capital Surplus | 4 214 001 00 | | |
| Total surplus and Undivided Profits | 8 953 268 50 | / | |
| Amount of surplus applied to purchase of its capital stock | | 8 953 268 50 | / |
| Total Liabilities | $ | $ 16 752 347 43 | / |

**f a written copy of balance sheet statement is furnished to shareholders, please attach a copy hereto.**
**n case corporation issues a consolidated statement to shareholders, show financial statement of reporting company only and not he consolidated one.**

Number and kind of shares issued for property during 1959 or other period covered by this report None

Description of such property

Value at which such property was taken

WEY000000007816

Statement of Preparation Attached to and Forming Part of the

Michigan Annual Report of

HAMILTON PAPER COMPANY

for the year ~~ended~~ 1960 ~~19~~ .

We declare under the penalties of perjury that Warren D. Ellis, a member of our staff, prepared the accompanying return showing a total fee of $11,700.97

for the person(s) named herein; and that this return (including any accompanying schedules and statements) is, to the best of our knowledge and belief, a true, correct and complete return based on all the information relating to the matters required to be reported in this return of which we have any knowledge.

Lybrand, Ross Bros. & Montgomery

Lybrand, Ross Bros. & Montgomery
2101 Packard Building
Philadelphia 2, Penna.

HAMILTON PAPER COMPANY

MICHIGAN ANNUAL REPORT - 1960

| Officers: | Residence Addresses |
|---|---|
| *Hugo H. Hanson, Chairman of the Board | 830 Montgomery Ave., Bryn Mawr, Penna. |
| *Lane Taylor, President | Cherry Lane, Miquon, Penna. |
| A. Loy M. Bixler, Vice-President | Miquon, Penna. |
| C. Maurice Connor, Vice-President | 111 Fennerton Road Paoli, Penna. |
| Joseph H. Dunton, Vice-President | 201 No. Bowman Ave., Merion, Penna. |
| Llewellyn D. Nicholson, Vice-President | 1423 W. South St., Kalamazoo, Mich. |
| *Charles C. Norris, Jr., Secretary | Rose Lane, Haverford, Penna. |
| Edward W. Jones, Treasurer | 402 Kent Road, Cynwyd, Penna. |

| Directors: | |
|---|---|
| George H. Brown, Jr. | C/o Girard Trust Corn Exchange Bank, Phila., Penna. |
| Carl H. Chaffee | Presidential Apts., City Line Ave., Phila., Penna. |
| Robert G. Rowe | C/o Stroud & Co., Inc. Fidelity-Phila. Trust Bldg., Phila., Penna. |
| Howard W. Taylor, Jr. | C/o Morgan, Lewis & Bockius, Fidelity-Phila. Trust Bldg., Phila., Penna. |

*Directors also.

9. The aggregate amount of any loans, advances, overdrafts and/or withdrawals and repayments thereof made to or by officers, directors or shareholders of the corporation otherwise than in the ordinary and usual course of business and on the ordinary and usual terms of payment and security.

$ None

10. The nature and kind of business in which the corporation is engaged. Manufacture of fine paper

11. List the name and address of every subsidiary and affiliated corporation, foreign and/or domestic, owning stock in this corporation, together with the number of shares owned. (a rider may be attached if required) None

12. Give name and address of persons, other than officers or employees, who prepared, counselled, or assisted in preparation of this report Lybrand, Ross Bros. & Montgomery - See statement annexed

**CORPORATIONS WHICH MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE MICHIGAN, OTHER THAN A STATUTORY OFFICE, FILL IN FULLY SPACES BELOW:**

13 This report covers the period from Jan 1, 1959 to Dec 31, 1959

| | | In Michigan | Total |
|---|---|---|---|
| (1) | Average value of Real property and Tangible personal property (including inventories and buildings erected on leased land by or on behalf of lessee) | $ 2 863 768 | $ 13 650 058 |
| | Annual Gross rents paid or accrued, x 8 | $ - | $ 89 132 |
| | Total Property and Gross Rents | $ 2 863 768 | $ 13 739 190 ✓ |
| | Ratio of **In Michigan** to **Total** | | 20.8438 ✓ % |
| (2) | Personal Service compensation (wages, salaries, etc.) | $ 1 844 663 | $ 6 671 546 |
| | Ratio of **In Michigan** to **Total** | | 27.6497 ✓ % |
| (3) | Receipts from sales of Tangible personal property | | $ 26 765 633 |
| | Located in Michigan, delivered in Michigan | $ 729 449 | |
| | Located in Michigan, shipped to points outside Michigan ÷ 2 | $ 3 562 819 | |
| | Located outside Michigan, shipped into Michigan ÷ 2 | $ 157 515 | |
| | Located at no continuous or permanent place outside Michigan, orders received or accepted in Michigan, ÷2 | $ | |
| | Receipts from services Performed | $ | $ |
| | Rentals from property and royalties from use of patents and copyrights | $ 2 715 | $ 5 066 |
| | Total Receipts | $ 4 452 498 ✓ | $ 26 770 699 ✓ |
| | Ratio of **In Michigan** to **Total** | | 16.6320 ✓ % |
| Average Ratio (Total ratios ÷ 3) | | | 21.7085 ✓ % |

**CORPORATIONS WHICH DO NOT MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE OF MICHIGAN OTHER THAN A STATUTORY OFFICE PAY ON ENTIRE PAID-UP CAPITAL STOCK AND SURPLUS.**

Tentative computation of fee by Corporation: (5 mills on the dollar).

Average ratio 21.7085%

Filing fee $ 2.00

Paid-up Capital $ 1 980.87 ✓

Surplus $ 9 718.10

TOTAL $ 11 700.97

Hamilton Paper Company
(corporate name)

By [signature] President
and

By [signature] Secretary

By Edward W. Jones Treasurer
(Signature of two different individuals required) (see instructions)

Dated MAY 12 1960 196
(Date of signing report)

**(Do not fill in space below)**

Corporations with divided assets.

Average ratio .217085

Paid-up capital 396 174.70

Surplus 1 972 058.43

WEY000000007819

Fee as computed by the Michigan Corporation and Securities Commission.

$ 2.00, filing fee.

$ 1 980.87, on capital stock

$ 9 860.29, on surplus.

Total $ 11 843.16 plus 4.09 int

Difference $ , due state.

$ , due corporation.

**False statements; penalties.** In case any corporation, which is required to file the report and/or pay the fees as provided in this act, shall wilfully make any false statement in such report, such corporation shall be subject to an additional penalty in the sum of fifty per cent of the amount of franchise or privilege fee required to be paid. Such penalty shall in no case be less than fifty dollars nor more than ten thousand dollars.

WEY000000007820

## Instructions and Information Relative to Annual Reports and Fees by Profit Corporations

1. **Required to File Report.**—Every cooperative association and every profit corporation organized or doing business under the laws of this state, or having the privilege to do business, employing capital or persons, owning or managing property or maintaining an office, or engaging in any transaction in this state Insurance companies, banks and trust companies excepted.

2. **When filed.**—Annually and in duplicate on or before May 15, 1960, showing condition at close of business on thirty-first day of December, or upon the date of the close of its fiscal year, next preceding May 15. Corporations organized or admitted on and after January 1 and prior to May 15 of this year, to file report in duplicate showing condition on date of incorporation or admittance and pay filing fee of two and privilege fee of ten dollars

3. **The column headed "Amount issued"** (see Item No 4) in the columnar tabulation for shares with par value should show the par value of stock issued after deducting stock reacquired and cancelled Similar information should be given in the column headed "No of shares issued" under the division for shares without par value

4. **Balance Sheet.**—The law provides this report shall contain a complete and detailed statement of assets and outstanding liabilities which shall be THE SAME BALANCE SHEET STATEMENT AS FURNISHED TO SHAREHOLDERS

5. The report may be signed by the President or Vice-President AND Treasurer or Assistant Treasurer OR Secretary or Assistant Secretary Do not have the report signed by others

6. Report must be accompanied by filing fee of two dollars, together with franchise fee of 5 mills on each dollar of paid-up capital and surplus, but not less than ten dollars. One check covering fees acceptable MAKE CHECKS PAYABLE TO THIS COMMISSION, P.O BOX 898, LANSING 4, MICHIGAN.

7. Receipt for fees paid will be issued on request.

8. In the case of computing the annual franchise fee, such computation shall be made upon the entire paid-up capital and surplus of any corporation which does not maintain a regular place of business outside this state other than a statutory office

9. Unrealized profit for purpose of the privilege fee is considered as part of taxable surplus

10. Do not deduct deficit or other impairment from the paid-up capital in computing the franchise fee This applies to non-par as well as par.

11. Any corporation failing to file the report and/or pay the fees by May 15, is subject to a penalty of $100 and an additional penalty of $5 a day for each day of neglect or refusal, and its corporate powers are automatically suspended if the default continues for ten days Any officer or officers neglecting or refusing to file said report becomes personally liable for all debts contracted during the period of neglect or refusal **A FOREIGN** corporation failing to submit the report and pay the fees by May 15, forfeits its privilege to carry on business and its license is automatically revoked, and such corporation is liable to a penalty of from $100 to $1,000 for every month that it continues to transact business in this State without complying with the law. The law also imposes other penalties upon corporations and officers for neglect or failure to duly file the required reports and/or pay fees, or for making any false statement in such reports.

**12. The Corporation is responsible for computing the franchise fee in compliance with statutory requirements as set forth in Act 85, P.A. of 1921, particularly as amended by Act 183 of 1952.**

13. THE STATUTE PROVIDES THAT NEGLECT OR REFUSAL TO FILE SUCH REPORT AND/OR TO PAY SUCH FEE FOR TWO CONSECUTIVE YEARS, THE CHARTER SHALL BE ABSOLUTELY VOID, WITHOUT ANY JUDICIAL PROCEEDINGS WHATSOEVER. You are also liable for penalties as outlined in Instruction 11 above

**14. TWO WHITE COPIES OF THIS REPORT ARE TO BE MAILED WITH REMITTANCE TO:**

MICHIGAN CORPORATION
AND
SECURITIES COMMISSION
Lansing 4, Michigan
P. O. Box 898

FORM 279 2-60 200M —11

(Corporation To Fill In Space Below)

Name Hamilton Paper Company
(Type or Print)

Street .....

City Miquon, Pennsylvania
(Zone)

# MICHIGAN ANNUAL REPORT FOR 1960

Filed MAY 16 1960 1960

WITH MICHIGAN CORPORATION AND SECURITIES COMMISSION

Accepted DEC 16 1960 1960.

THE REPORT SHALL BE FILED IN DUPLICATE ON OR BEFORE THE 15TH DAY OF MAY, 1961

**Please Read Carefully Instructions on Back of this Form before Executing this Report**

# MICHIGAN ANNUAL REPORT—1961

**This report must be filed in DUPLICATE (two white copies) by every corporation for profit, whether domestic or foreign.**

(Name of Corporation) Hamilton Paper Company (Type or Print)

(Address) P. O. Box 1645 (No. Street) Tacoma (City) 1, (Zone) Washington (State)

Commissioner, Michigan Corporation and Securities Commission, Lansing, Michigan.

Sir:—In accordance with the provisions of Act No. 327, Public Acts of 1931, as amended, the above named corporation by the undersigned officers thereof, submits the following report of its condition on the 31st day of December, 1960 or (Do not change this date) May 5, 1961 (Date) (close of fiscal year next preceding the time for filing; or the date of incorporation or admittance during 1961).

1. (a) The place or places of doing business either within or without Michigan is (are) Miquon, Pennsylvania; Plainwell, Michigan; Chicago, Illinois; New York, N.Y.; and Los Angeles, California

   (b) Resident Agent (In Michigan) The Corporation Company (Name)

   (c) Address of Registered Office (In Michigan) Dime Building, Detroit 26, Michigan (Foreign Corporation—state Principal Office in Michigan)

2. Where Incorporated Washington (State) Date of Incorporation April 11, 1961

   Term of corporate existence perpetual Date Admitted May 5, 1961 (Foreign corporation—date admitted to do business in Michigan)

   The act under which incorporated or reincorporated Uniform Business Corporation Act

3. The following are the officers and directors or trustees of the corporation at date of balance sheet, given in this report:

| NAMES OF OFFICERS | | RESIDENCE ADDRESSES |
|---|---|---|
| | President | |
| See Schedule Attached | Vice-President | |
| | Vice-President | |
| | Secretary | |
| | Treasurer | |

| NAMES OF ALL DIRECTORS (or Trustees) | RESIDENCE ADDRESSES |
|---|---|
| Schedule Attached | |

4. Capital stock, at date of balance sheet given in this report:

| Shares With Par Value | Amount Authorized | No. of Shares Authorized | Amt. Subscribed But not Issued (at par) | Amount Issued | Par Value per Share |
|---|---|---|---|---|---|
| Common - | $ 50,000.00 | 5,000 | $ | $ 50,000.00 | $ 10.00 |
| Common - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Preferred - | $ | | $ | $ | $ |
| Total - | $ 50,000.00 | | $ | $ 50,000.00 | |

| Shares Without Par Value | No. of Shares Authorized | No. of Shares Subscribed | Amt. Subscribed (at sale price) | No. of Shares Issued | Book value per share and price fixed for sale or exchange |
|---|---|---|---|---|---|
| Class: | shs. | shs. | $ | shs. | Book value $ Price fixed for sale or exchange $ |
| | shs. | shs. | $ | shs. | Book value $ Price fixed for sale or exchange $ |

4A. If the corporation has purchased, or otherwise acquired, any of its capital stock, or has disposed of any shares acquired during the current year or prior thereto, state separately the number of shares of each class of stock acquired or disposed of during the year, the consideration paid or received by the corporation for such stock, and the number of shares and cost of such stock remaining at December 31, 1960 (or close of fiscal year).

None

5. If the cost of the stock purchased and held at December 31, 1960 (or close of fiscal year), as set forth in item No. 4-A, has not been deducted from surplus, show the amount of surplus applied to such purchases

None

CORPORATION TO COMPLETE STUB BELOW

FORM 279

For Commission use only

WEY000000007821

Hamilton Paper Company
(A Washington Corporation)

## DIRECTORS

| Name | Address | Term Expires |
|---|---|---|
| J. A. Auchter | Camden, New Jersey | March 7, 1962 |
| Hugo H. Hanson | Miquon, Pennsylvania | " |
| Lane Taylor | Miquon, Pennsylvania | " |
| Norton Clapp | Tacoma, Washington | " |
| Howard W. Morgan | Tacoma, Washington | " |
| J. E. Nolan | Tacoma, Washington | " |

## OFFICERS

| Office | Name | Address | Term Expires |
|---|---|---|---|
| Chairman of Executive Committee | Howard W. Morgan | Tacoma, Washington | March 7, 1962 |
| Chairman of the Board | Hugo H. Hanson | Miquon, Pennsylvania | " |
| President | Lane Taylor | Miquon, Pennsylvania | " |
| Vice President | A. L. M. Bixler | Miquon, Pennsylvania | " |
| Vice President | C. M. Conner | Miquon, Pennsylvania | " |
| Vice President | J. H. Dunton | Miquon, Pennsylvania | " |
| Vice President | L. D. Nicolson | Plainwell, Michigan | " |
| Secretary | Robert W. Boyd | Tacoma, Washington | " |
| Treasurer | E. W. Jones | Miquon, Pennsylvania | " |
| Controller | Floyd G. Collar | Miquon, Pennsylvania | " |
| Assistant Treasurer | M. E. Burkheiser | Plainwell, Michigan | " |
| Assistant Treasurer | H. E. Nelson | Tacoma, Washington | " |
| Assistant Secretary | C. F. Gidley | Miquon, Pennsylvania | " |
| Assistant Secretary | J. G. Kauffman | Plainwell, Michigan | " |

6-21-61

9. The aggregate amount of any loans, advances, overdrafts and/or withdrawals and repayments thereof made to or by officers, directors or shareholders of the corporation otherwise than in the ordinary and usual course of business and on the ordinary and usual terms of payment and security.

$ None

10. The nature and kind of business in which the corporation is engaged. Manufacture of fine paper.

11. List the name and address of every subsidiary and affiliated corporation, foreign and/or domestic, owning stock in this corporation, together with the number of shares owned. (a rider may be attached if required)

Weyerhaeuser Company, parent, owns all 5,000 shares.

12. Give name and address of persons, other than officers or employees, who prepared, counselled, or assisted in preparation of this report. None.

**CORPORATIONS WHICH MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE MICHIGAN, OTHER THAN A STATUTORY OFFICE, FILL IN FULLY SPACES BELOW:**

13. This report ~~covers the period from~~ as of qualification date ~~xx~~ May 5, 1961

| | In Michigan | Total |
|---|---|---|
| (1) Average value of Real property and Tangible personal property (including inventories and buildings erected on leased land by or on behalf of lessee) | $ 2,908,172 | $ 13,034,040 |
| Annual Gross rents paid or accrued, x 8 | $ | $ |
| Total Property and Gross Rents | $ 2,908,172 | $ 13,034,040 |
| Ratio of **In Michigan** to **Total** | | 22.3121 % |
| (2) Personal Service compensation (wages, salaries, etc.) | $ None | $ None |
| Ratio of **In Michigan** to **Total** | | 0 % |
| (3) Receipts from sales of Tangible personal property | | $ |
| Located in Michigan, delivered in Michigan | $ | |
| Located in Michigan, shipped to points outside Michigan ÷ 2 | $ | |
| Located outside Michigan, shipped into Michigan ÷ 2 | $ | |
| Located at no continuous or permanent place outside Michigan, orders received or accepted in Michigan, ÷2 | $ | |
| Receipts from services Performed | $ | $ |
| Rentals from property and royalties from use of patents and copyrights | $ | $ |
| Total Receipts | $ None | $ None |
| Ratio of **In Michigan** to **Total** | | 0 % |
| Average Ratio (Total ratios ÷ 3) | | 7.4374 % |

**CORPORATIONS WHICH DO NOT MAINTAIN A REGULAR PLACE OF BUSINESS OUTSIDE OF MICHIGAN OTHER THAN A STATUTORY OFFICE PAY ON ENTIRE PAID-UP CAPITAL STOCK AND SURPLUS.**

Tentative computation of fee by Corporation: (5 mills on the dollar).

Average ratio 7.4374%

Filing fee $ 2.00

Paid-up Capital $

Surplus $

TOTAL $

Hamilton Paper Company
(corporate name) (A Wash. Corp.)

By [signature] Chairman of Executive Committee

By Robert N. Boyd Secretary

By [signature] President
(Signature of two different individuals required) (see instructions)

Dated June 27 1961
(Date of signing report)

**(Do not fill in space below)**

Corporations with divided assets.

Average ratio

Paid-up capital Idm 1961

Surplus

Fee as computed by the Michigan Corporation and Securities Commission.

$ 2.00, filing fee.

$ 10.00, on capital stock. Min fee

$ –, on surplus.

Total $ 12.00

Difference $, due state.

$, due corporation.

WEY000000007824

**False statements; penalties.** In case any corporation, which is required to file the report and/or pay the fees as provided in this act, shall wilfully make any false statement in such report, such corporation shall be subject to an additional penalty in the sum of fifty per cent of the amount of franchise or privilege fee required to be paid. Such penalty shall in no case be less than fifty dollars nor more than ten thousand dollars.

WEX000000007825

## Instructions and Information Relative to Annual Reports and Fees by Profit Corporations

**1. Required to File Report.**—Every cooperative association and every profit corporation organized or doing business under the laws of this state, or having the privilege to do business, employing capital or persons, owning or managing property or maintaining an office, or engaging in any transaction in this state. Insurance companies, banks and trust companies excepted.

**2. When filed.**—Annually and in duplicate on or before May 15, 1961, showing condition at close of business on thirty-first day of December, or upon the date of the close of its fiscal year, next preceding May 15. Corporations organized or admitted on and after January 1 and prior to May 15 of this year, to file report in duplicate showing condition on date of incorporation or admittance and pay filing fee of two and privilege fee of ten dollars.

**3. The column headed "Amount issued"** (see Item No. 4) in the columnar tabulation for shares with par value should show the par value of stock issued after deducting stock reacquired and cancelled. Similar information should be given in the column headed "No. of shares issued" under the division for shares without par value.

**4. Balance Sheet.**—The law provides this report shall contain a complete and detailed statement of assets and outstanding liabilities which shall be THE SAME BALANCE SHEET STATEMENT AS FURNISHED TO SHAREHOLDERS.

**5.** The report may be signed by the President or Vice-President AND Treasurer or Assistant Treasurer OR Secretary or Assistant Secretary. Do not have the report signed by others.

**6.** Report must be accompanied by filing fee of two dollars, together with franchise fee of 5 mills on each dollar of paid-up capital and surplus, but not less than ten dollars. One check covering fees acceptable. MAKE CHECKS PAYABLE TO THIS COMMISSION, P.O. BOX 898, LANSING 4, MICHIGAN.

**7.** Receipt for fees paid will be issued on request.

**8.** In the case of computing the annual franchise fee, such computation shall be made upon the entire paid-up capital and surplus of any corporation which does not maintain a regular place of business outside this state other than a statutory office.

**9.** Unrealized profit for purpose of the privilege fee is considered as part of taxable surplus.

**10.** Do not deduct deficit or other impairment from the paid-up capital in computing the franchise fee. This applies to non-par as well as par.

**11.** Any corporation failing to file the report and/or pay the fees by May 15, is subject to a penalty of $100 and an additional penalty of $5 a day for each day of neglect or refusal, and its corporate powers are automatically suspended if the default continues for ten days. Any officer or officers neglecting or refusing to file said report becomes personally liable for all debts contracted during the period of neglect or refusal. A **FOREIGN** corporation failing to submit the report and pay the fees by May 15, forfeits its privilege to carry on business and its license is automatically revoked, and such corporation is liable to a penalty of from $100 to $1,000 for every month that it continues to transact business in this State without complying with the law. The law also imposes other penalties upon corporations and officers for neglect or failure to duly file the required reports and/or pay fees, or for making any false statement in such reports.

**12. The Corporation is responsible for computing the franchise fee in compliance with statutory requirements as set forth in Act 85, P.A. of 1921, particularly as amended by Act 183 of 1952.**

**13.** THE STATUTE PROVIDES THAT NEGLECT OR REFUSAL TO FILE SUCH REPORT AND/OR TO PAY SUCH FEE FOR TWO CONSECUTIVE YEARS, THE CHARTER SHALL BE ABSOLUTELY VOID, WITHOUT ANY JUDICIAL PROCEEDINGS WHATSOEVER. You are also liable for penalties as outlined in Instruction 11 above.

**14. TWO WHITE COPIES OF THIS REPORT ARE TO BE MAILED WITH REMITTANCE TO:**

MICHIGAN CORPORATION
AND
SECURITIES COMMISSION
Lansing 4, Michigan
P. O. Box 898

Form 279—2-61—210M

(Corporation To Fill In Space Below)

Name Hamilton Paper Company
(Type or Print)
(A Washington Corporation)

Street P. O. Box 1645

City Tacoma 1, Washington
(Zone)

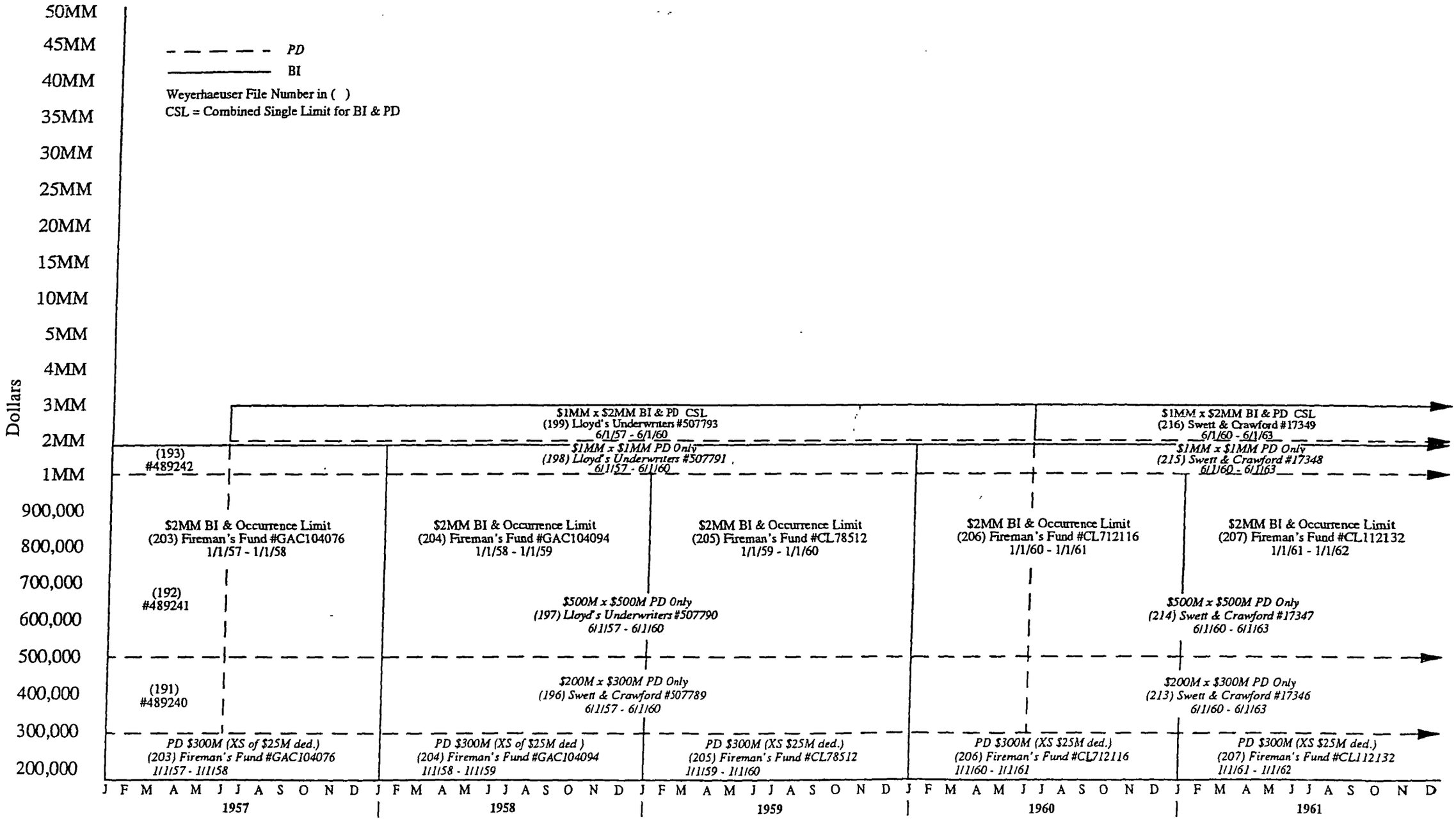
# MICHIGAN ANNUAL REPORT FOR 1961

Filed MAY 15 1961 1961

WITH MICHIGAN CORPORATION AND SECURITIES COMMISSION

Accepted SEP 27 1961 1961

Attachment 3

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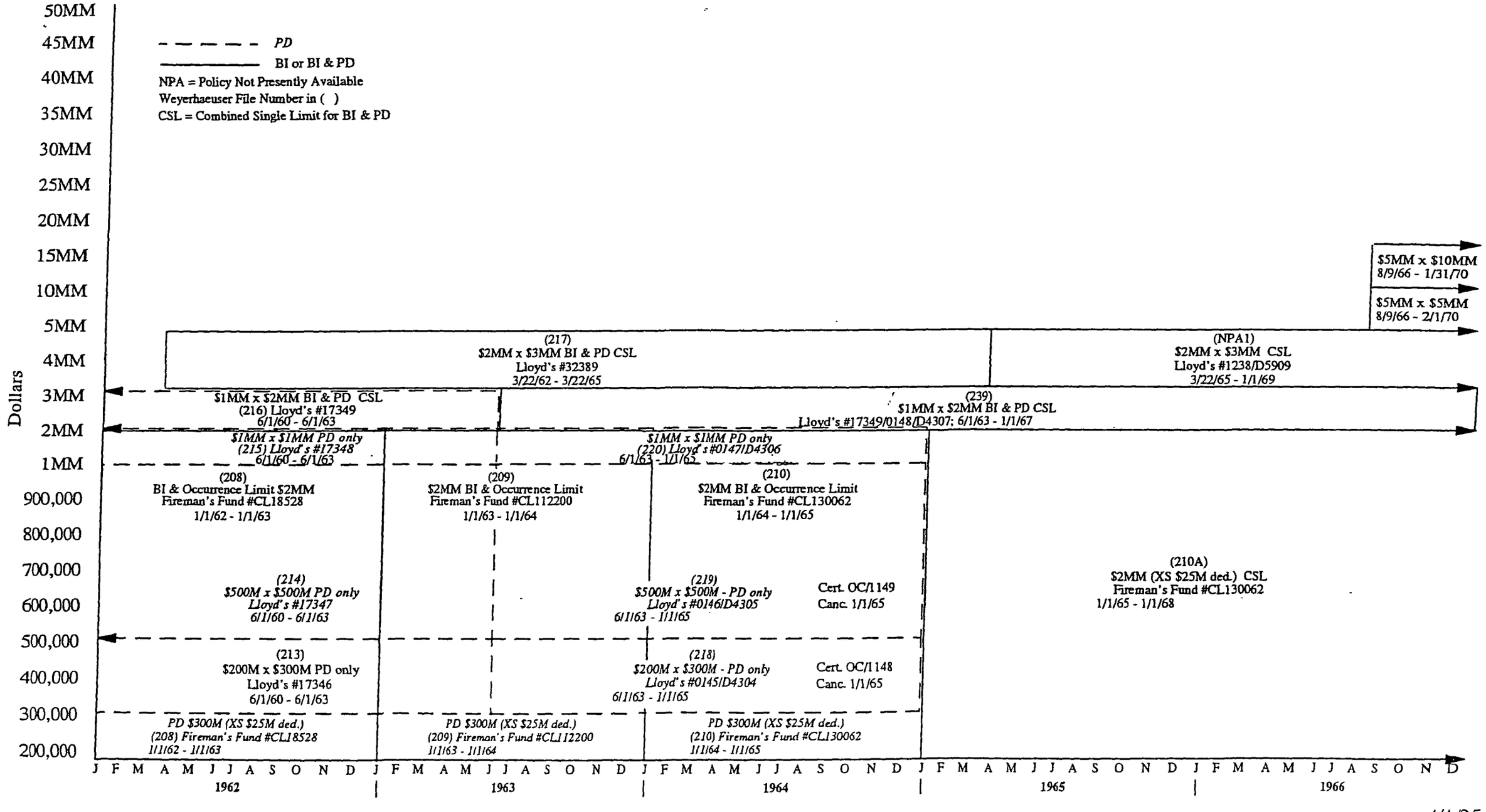
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45MM
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900,000
800,000
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600,000
500,000
400,000
300,000
200,000
Dollars
PD
BI or BI & PD
NPA = Policy Not Presently Available
Weyerhaeuser File Number in ( )
CSL = Combined Single Limit for BI & PD
$5MM x $10MM
8/9/66 - 1/31/70
$5MM x $5MM
8/9/66 - 2/1/70
(217)
$2MM x $3MM BI & PD CSL
Lloyd's #32389
3/22/62 - 3/22/65
(NPA1)
$2MM x $3MM CSL
Lloyd's #1238/D5909
3/22/65 - 1/1/69
$1MM x $2MM BI & PD CSL
(216) Lloyd's #17349
6/1/60 - 6/1/63
(239)
$1MM x $2MM BI & PD CSL
Lloyd's #17349/0148/D4307; 6/1/63 - 1/1/67
$1MM x $1MM PD only
(215) Lloyd's #17348
6/1/60 - 6/1/63
$1MM x $1MM PD only
(220) Lloyd's #0147/D4306
6/1/63 - 1/1/65
(208)
BI & Occurrence Limit $2MM
Fireman's Fund #CL18528
1/1/62 - 1/1/63
(209)
$2MM BI & Occurrence Limit
Fireman's Fund #CL112200
1/1/63 - 1/1/64
(210)
$2MM BI & Occurrence Limit
Fireman's Fund #CL130062
1/1/64 - 1/1/65
(214)
$500M x $500M PD only
Lloyd's #17347
6/1/60 - 6/1/63
(219)
$500M x $500M - PD only
Lloyd's #0146/D4305
6/1/63 - 1/1/65
Cert. OC/1149
Canc. 1/1/65
(210A)
$2MM (XS $25M ded.) CSL
Fireman's Fund #CL130062
1/1/65 - 1/1/68
(213)
$200M x $300M PD only
Lloyd's #17346
6/1/60 - 6/1/63
(218)
$200M x $300M - PD only
Lloyd's #0145/D4304
6/1/63 - 1/1/65
Cert. OC/1148
Canc. 1/1/65
PD $300M (XS $25M ded.)
(208) Fireman's Fund #CL18528
1/1/62 - 1/1/63
PD $300M (XS $25M ded.)
(209) Fireman's Fund #CL112200
1/1/63 - 1/1/64
PD $300M (XS $25M ded.)
(210) Fireman's Fund #CL130062
1/1/64 - 1/1/65
J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D
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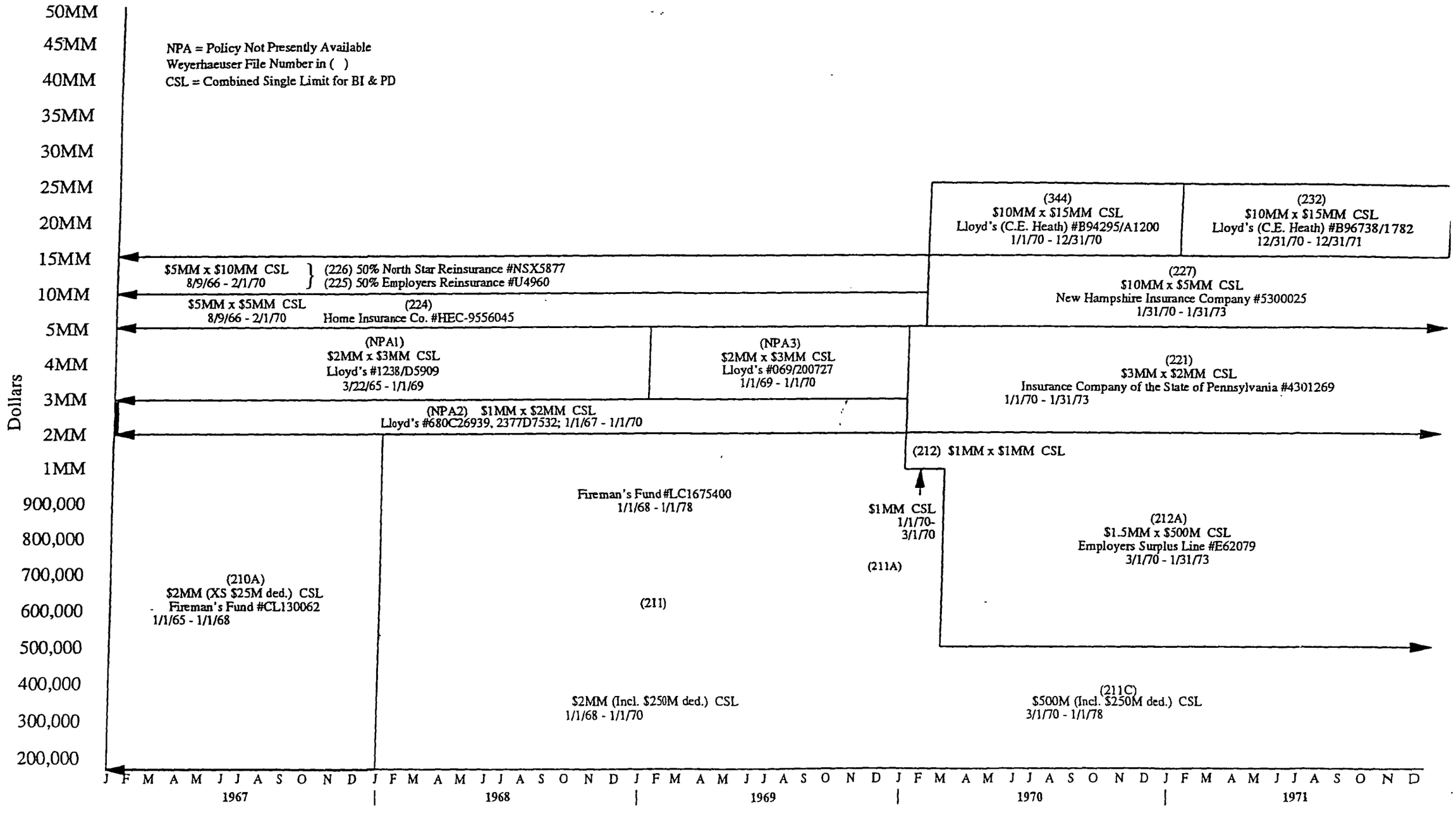
1963
1964
1965
1966




cm75/F1730/93

# Attachment 4

# EXHAUSTED POLICIES

| Insurance Co | Policy # | Date |
|---|---|---|
| **Fireman's Fund** | CL712132 | 1/1/61-1/1/62 |
| | CL18528 | 1/1/62-1/1/63 |
| | CL112200 | 1/1/63-1/1/64 |
| | CLI30062 | 1/1/64-1/1/65 |
| | CL130062A | 1/1/65-1/1/68 |
| | LC1675400 | 1/1/68-1/1/70 |
| | LC1675400A | 1/1/70-3/1/70 |
| | LC1675400C | 3/1/70-1/1/78 |

# Attachment 5

MICHIGAN DEPARTMENT OF CONSERVATION

INTEROFFICE COMMUNICATION

July 19, 1968

TO: Loring F. Oeming, Executive Secretary, Water Resources Commission

FROM: C. D. Harris, Deputy Director, Resources Management

SUBJECT: Potential Pollution Source--Kalamazoo River

You probably know the Department recently obtained from Consumers Power Company several dams including the Plainwell Dam in Allegan County on the Kalamazoo River.

In reviewing this land transaction concerning a roadway agreement leading from the south line of Section 24, T1N, R12W to a Consumers Power substation at the Plainwell Dam our people discovered a possible source of pollution. As part of our dealings with Consumers, an agreement was included with the Hamilton Paper Company who gained access to their dumping area from the above mentioned road stub which leads into the Consumers Power substation. While examining this area on the ground, our people observed industrial waste in the Hamilton Paper Company dump in the form of solid material and a gelatinous waste from paper manufacturing. This paper waste is being confined to trenches which are dug on the property with the end of at least one trench dangerously close to the River. This observer feels that sooner or later the end of this trench could break out and the waste material escape to the Kalamazoo River.

If this would occur, and the fact that we are entering into a roadway agreement with the Hamilton Paper Company, we might be, by the public at least, considered a party to this waste disposal practice which we could not condone. It might be well for one of your people to look into this situation and if potential for pollution does exist as observed, we should contact the paper company and bring it to their attention. As to the exact location, please contact Joe Stephansky, Chief of our Lands Division.

CDH:hw

C. D. Harris

cc: Messrs. Stephansky
Laycock

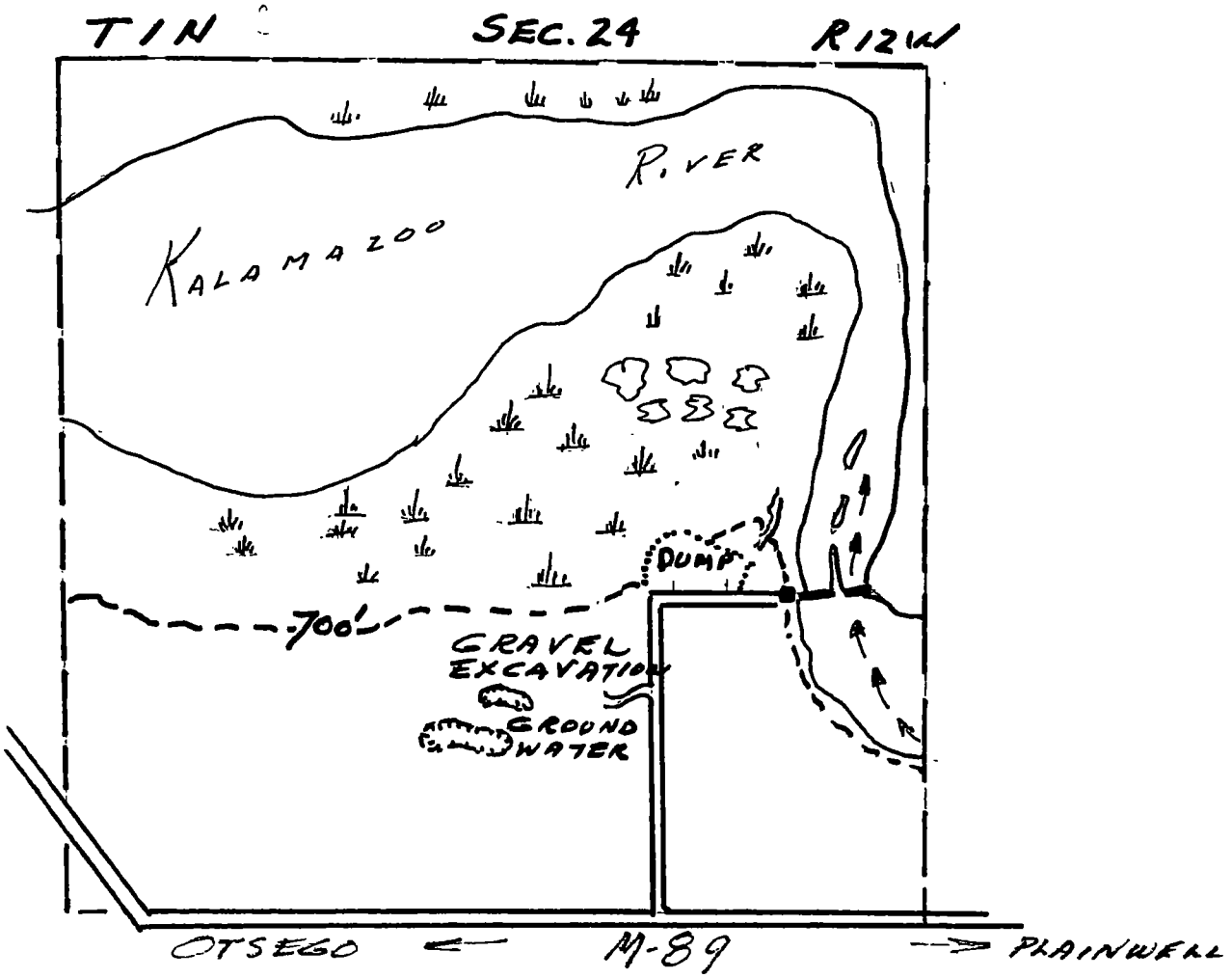
RECEIVED
JUL 23 1968
WATER RESOURCES COMMISSION

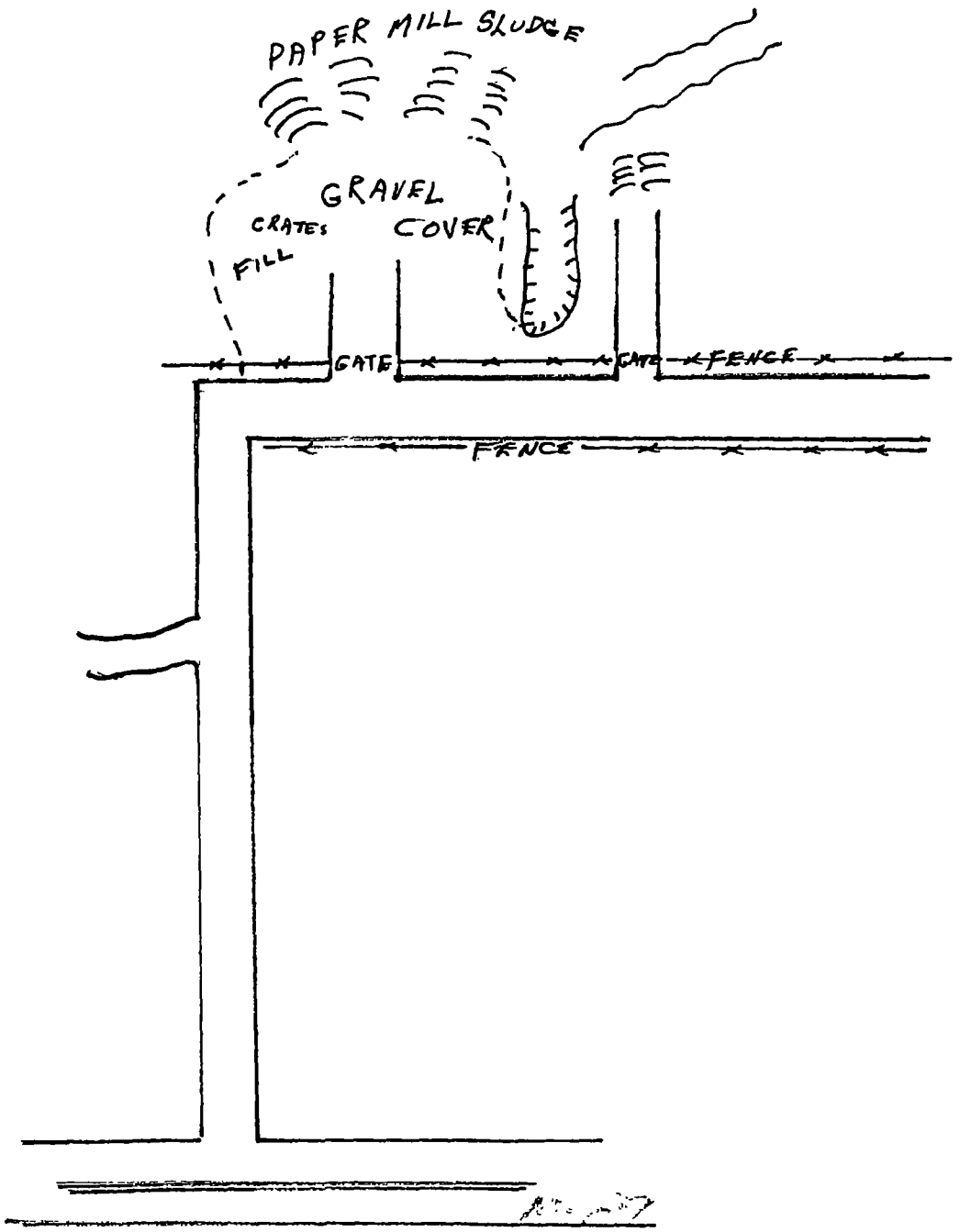
3-1246

3-1235

MICHIGAN DEPARTMENT OF CONSERVATION

INTEROFFICE COMMUNICATION




PAPER MILL SLUDGE
GRAVEL
COVER
CRATES
FILL
GATE
GATE
FENCE
FENCE

MICHIGAN WATER RESOURCES COMMISSION

Staff Report

August 15, 1968

Re: Inquiry by Mr. Joe Stephansky, Chief, Lands Division, in regard to Weyerhaeuser Solids Waste Disposal near Plainwell.

The site used by Weyerhaeuser is adjacent to the Plainwell #2 Dam between Plainwell and Otsego. The bulk of the material deposited in this dumping site is sludge from the sludge drying beds which serve the primary and secondary clarifiers of the waste water treatment plant. In order to stabilize the sludge disposal site, gravel, boxes, pallets and etc., are used on the finishing level to carry the weight of the truck.

This site has been used for the last several years starting first with the Michigan Paper Company, then Hamilton and now Weyerhaeuser. The original purchase by the paper company was from a Mr. Larson. This purchased area is shown on sketch "A" and is a rectangular piece of property running north and south from the dam access road.

The trench mentioned in the Lands Division report was created by an excavation to gain land material to form a dyke. This dyke is between the paper mill sludge and the river below the dam. The purpose of the dyke according to Ed MacDonald of Weyerhaeuser is to assure confining the sludge.

While the sludge is semi-fluid upon dumping, it is not so liquid that it flows freely across the land. While it is recognized that the sludge has already been removed from waste water going into the Kalamazoo River, it would not be an acceptable program to allow it to reach the river in another manner. Areas must be provided though for disposal of sludge and this is where Weyerhaeuser trucks its sludge. At the present time there is no evidence to show that the sludge has reached the river. Precaution in the way of a dyke has been undertaken and this program can be continued or strengthened if needed to assure confinement of waste sludge.

Chester Harvey

CH:as

April 26, 1971

TO: Horace Faber

FROM: Don Martin/Jim Hays

SUBJECT: POLLUTION - Plainwell

We have broken the types of pollution into five (5) areas. These are as follows:

1. Air
2. Water
3. Solid Waste
4. Noise
5. Esthetics

AIR -

The State of Michigan has established standards for stack emissions, odors, etc. These standards are similar to those of the County of Los Angeles, California. Enforcement is the responsibility of the Michigan State Department of Health.

Number 1 and Number 2 boilers exceed the limit of 0.65# of particulate per 1000# of gas established by the State. We have had these boilers checked by consultants and they agree with the state findings. Number 3 boiler has not been tested by the state. However, the state feels that we should be within limits on this boiler based on their knowledge of this unit and past experience.

Smoke emission is a problem locally at present. The state standards state that smoke density shall not exceed a Ringleman #2 for more than 3 minutes in any 30-minute period. A Ringleman #3 shall not be exceeded for more than 3 minutes in any 60-minute period, but such emissions are not permitted more than 3 times in any 24-hour period. The state standards do allow for abnormal conditions such as a break-down of a process, etc.

With our type of firing (spreader stoker), we exceed the state standards during sudden upsets (a machine shut-down) and during low loads (weekend shut-down).

Our engineering department, with assistance from consultants, has investigated the various alternatives available to eliminate particulate and smoke emissions. Oil/gas conversion of our present boiler is our best alternative. However, using oil equals the cost of using low ash, high BTU coal. This alternative to convert the boilers to oil/gas firing and/or the boiler stack perticulate emission control system are both ready for appropriation request submission, depending on results of fuel availability study.

WATER -

The State of Michigan has established standards for water quality of receiving waters. These standards are tighter than the Federal guidelines used for interstate waters. Enforcement is the responsibility of the Water Resources Commission of the Department of Natural Resources.

Water, cont'd.

We have received an "Order of Determination" from the State which permits us to discharge to the Kalamazoo River. This permit specifies our limits with respect to B.O.D., suspended solids, and pH. The following table shows the state limits and our average discharge rates:

| | State Limits | 1971-#4 P.M. | 1969 thru 1970 |
|---|---|---|---|
| B.O.D. | 2260#/Day | 800#/Day | 900#/Day |
| Suspended Solids | 2500#/Day | 505#/Day | 1000#/Day |
| pH | 6.5 to 9.5 | 7.2 | 7.2 |

Distribution of the data shows that we are within the limits, 100% of the time, for B.O.D. and pH. We are within the limits, 95% of the time, for suspended solids. Upsets to the system account for the 5% of the time we do not meet the state requirements.

The system is presently operating without the addition of nutrients or flocculents. We can improve the present efficiencies or increased future B.O.D. and suspended solids loadings to the system by adding nutrients and flocculents. However, we are limited to processing 2,000,000 gallons per day. With 3 machines running, we average 1,700,000 gallons/day.

We are required by law to have a certified operator for the waste treatment plant. Jim Hays is certified by the state to operate the plant. Carl Gren will be certified in May, 1971.

We are required by law to report our daily discharges to the state once per month. This law has not been implemented yet. It will be by June, 1971, and we are staffed to meet this requirement.

The quality level of the Kalamazoo River will be upgraded in 1972 by the state. We expect to meet these new quality levels with existing equipment. We may have to use flocculents in the secondary system to meet the turbidity requirements. We are presently studying the effects of flocculents in reducing turbidities All sanitary sewerage is discharged to the Plainwell Sewerage Plant.

Overall, we are in an excellent position with respect to water pollution. We do not foresee any change in this position for at least five years.

SOLID WASTE -

All solid waste which is not re-useable in the process is compacted and removed by Industrial Waste Co. of Kalamazoo.

The clarifier underflow (sludge) from the waste treatment system is pumped to drying lagoons, then used for landfill on company-owned property. We have two problems in this area. First, the drying lagoons give off an objectionable odor, due to anerobic decomposition. We have received complaints from local residents about the odor (rotten eggs) in the summer time. As a temporary measure, we have used masking agents which give off a more agreeable odor. We are investigating th use of a bacteriacide which is specific for sulphur reducing bacteria. Preliminar results indicate that we can reduce the odor in this manner.

Solid Waste, cont'd.

The second problem relates to the landfill area. Our best estimate is that area will be filled in three years. At present, we will have to improve our dikes to prevent the sludge from infringing on adjacent property and into the flood plain of the Kalamazoo River.

Due to the above problems, we have initiated a study to determine:

1. Can we close the machine systems up completely and eliminate the waste treatment plant? This would eliminate the landfill and odor problem.

2. If we cannot close the system any more, what alternatives are available for disposing of the sludge? Several examples of alternatives to be considered are:

   a) Can we sell the sludge as a by-product?

   b) Thicken sludge to eliminate odor problem and haul to new landfill area.

   c) Install fluidized bed reactor which will burn sludge and provide additional process steam.

We now have set a target date of October, 1972 for having the study completed and recommendations made.

NOISE -

Federal regulation limits the noise level in working areas to 90 decibels maximum. A survey by Liberty Mutual Insurance in 1969 shows that areas around the jordans and couch roll exceed 90 decibels.

We can reduce the noise level at the jordans by constructing sound-proof rooms around them. We have cost estimates for doing this; however, these estimate will have to be updated.

The area at the couch rolls cannot be satisfactorily sound-proofed. We can issue ear-muffs to the operators who must spend time in this area.

Externally, we have received comments from several neighbors about the coal car shaker. I do not feel that this problem is in any way serious. If we convert to oil/gas fuel, we will eliminate this problem.

ESTHETICS -

This type of pollution in my opinion, is equally as important as air, water, noise and solid waste. Our image in the eyes of the general public, our customer and our employees is a reflection of our efforts to eliminate and prevent estheti pollution. However, expenditures for this type of pollution are the most difficu to justify. It is almost impossible to prove any economic advantage to eliminate something that "looks bad". We must classify this as an item cost of doing business in the United States today.

Esthetics, cont'd.

Internally, we are in good shape. The mill is clean, well painted and well lighted. There are several areas where the lighting could be improved (beater room is one). This probably could be expensed over several years.

Externally, we are in good shape except for the smoke stacks, sludge drying lagoons and the point of discharge from the waste treatment plant to the river. Here again is an item that simply looks bad. This cascading discharge is meeting all state standards; yet, because the water becomes aerated, during its fall down the concrete abutment, the foam trail along the edge of the river looks suspicious to uninformed people.

The general public does not normally see these areas with the exception of the smoke stack. We do have citizens living within 30 yards of the drying lagoons. The discharge can be seen from the homes on the opposite banks of the river.

We have not had any complaints about the above "eye-sores". However, with the recent emphasis on ecology, we should not forget these areas. Plans should be made to eliminate them.

JH/DM:jb

Plainwell Paper Co., Inc.
Division of Nicolet Paper Company
Plainwell, Michigan 49080
Phone: 616/685-5851
Teletype: 810-277-4990

File

June 26, 1974

Mr. Chester Harvey
District Engineer
Water Resources Commission
4056 Plainfield Avenue, N.E.
Grand Rapids, Michigan 49505

Dear Mr. Harvey:

We are writing to request information which will help us make decisions concerning our landfill.

We are running out of room in our present landfill. This landfill is on our property.

We had Williams & Works Engineering, of Grand Rapids, Michigan do an analysis of our present landfill area last fall. Upon completion they recommended we dike the area and continue its use.

We must decide now whether it would be better to improve this site or find a new site. The site has been used for over fifteen years, and I personally feel the fact that there is a high percentage of clay in it keeps the possibility of contamination of ground water, through leeching, to a minimum.

Can you tell us what procedure we must follow to dike this landfill area for future use? If it is not acceptable to dike the landfill area, then what must we do to obtain an acceptable landfill area?

We would appreciate any information you can give us concerning landfill acceptability.

Respectfully yours,

PLAINWELL PAPER CO.,INC.

Carl Gren

Carl Gren
Ecology Improvement Supervisor

CG/eh

WATER RESOURCES COMMISSION
4056 Plainfield Avenue, N. E.
Grand Rapids, Michigan 49505

December 9, 1974

Mr. Carl Gren,
Ecology Improvement Supervisor
Plainwell Paper Company, Inc.
Plainwell, Michigan 49080

Dear Mr. Gren:

The report prepared by Williams and Works evaluating the present treated sludge disposal area which has been in use for the past fifteen years has been reviewed. We concur with the conclusions on page seven of that report.

There is one aspect of sludge disposal that was not emphasized sufficiently in the report. That one factor is extremely important in acceptable operation and that is the necessity of ample peripheral berms on the site where the sludge is deposited. There must be berms so situated and constructed to prevent any migration or "washing in" of deposited sludges and fibres into the Kalamazoo River.

Continued use of this site is acceptable under present conditions but we recommend the use of berms to create various cells for better management and consolidation of the deposited materials.

If you have any questions, please feel free to call us.

Very truly yours,

WATER RESOURCES COMMISSION

Chester Harvey,
Basin Engineer

CH/mc
cc: Karl Zollner

WATER RESOURCES COMMISSION
4056 Plainfield Avenue, N. E.
Grand Rapids, Michigan 49505

April 2, 1976

Mr. James Farrand
Plainwell Paper Company
Plainwell, Michigan 49080

Dear Mr. Farrand:

Since the proposed site for paper mill solid wastes and wet sludges from the treatment plant has not been approved by the local government, we met with you to discuss rehabilitation and operation of the old site. Prior to this discussion, members of your staff and Department of Natural Resources employees made a field inspection of the old site which was used for a period of fifteen years.

Rehabilitation requires a containment dike around the periphery of the old site. The material for the dike will be the dried solids and soil from the location depicted in the sketch prepared by Carl Gren. The dikes must be at an elevation to control the deposits within the confined area. The dikes may be built in increments of elevation or by building to the ultimate expected elevation matched in the inlet ramp. The dike should be tied into the earthen berm on the east side of the site.

The outside of the dike should have a three-on-one slope and be seeded or otherwise stablized. The dike material should not contain limbs, stumps, branches, crating, or material that will allow channels of moisture.

This site will have a limited time use for wet sludges, and in the period beginning in 1978, you should be looking at other means of sludge concentration and handling on a mechanical basis at the point the waste solids are generated.

Very truly yours,

WATER RESOURCES COMMISSION

Chester Harvey,
Basin Engineer

CH/mc
cc: Karl Zollner

WATER QUALITY DIVISION
State of Michigan Office Building
350 Ottawa Avenue, N. W.
Grand Rapids, Michigan 49503

October 20, 1977

Mr. Carl A. Gren
Wastewater Treatment Supervisor
Plainwell Paper Company, Inc.
Plainwell, Michigan 49080

Dear Mr. Gren:

On August 31, 1977, a compliance evaluation inspection was conducted at Plainwell Paper Company to determine if the company was meeting the terms and conditions stated in their N.P.D.E.S. Permit No. MI 0003794. The inspection focused primarily on the company's wastewater reporting records, flow measuring devices, sampling techniques, laboratory procedures, and operation and maintenance of the wastewater treatment facilities. No effluent samples were collected during this inspection.

While the company is essentially in compliance with the permit conditions, two areas were identified during my inspection which require correction:

The primary flow measuring device for outfall 005 is not functioning properly, and there is a question of whether it is capable of providing an accurate measurement of the wastewater being discharged to the Kalamazoo River. Since the company's effluent limitations for $B.O.D._5$ and suspended solids are based on a pound loading, an accurate flow measuring device is essential. Consideration should be given to the installation of a flow measuring station following the secondary clarifier since this location will most accurately reflect the volume of wastewater discharged to the Kalamazoo River.

Secondly, the 24-hour composite effluent samples for outfall 005 should be collected in a clean container and should be kept cool to assure that the first sample aliquot is as representative of the effluent as the last. It also appears that a new composite sampler is necessary since the present sampler is incapable of obtaining smaller aliquots.

Lastly, what is the company's plan for future sludge handling? Our letter of April 2, 1976 to Mr. Farrand stated that the use of the existing

sludge disposal site for wet sludges can only be used for a limited time and that by 1978, other means of sludge concentration and handling should be developed. Disposal of wet sludges has come under severe scrutiny and will soon be a thing of the past. Therefore, foresight dictates that a plan should be developed to dispose of your plant sludges in a dewatered state. Since delivery dates for equipment can be quite long, it is important that the planning begin now.

I would appreciate your comments and the action to be taken on the above items by November 15, 1977. In the interim, if there are any questions that may arise, please feel free to call.

Very truly yours,

WATER QUALITY DIVISION

Roger Przybysz

Roger Przybysz,
Water Quality Specialist

RP/mc
cc: Karl Zollner

Plainwell Paper Co., Inc.
An Affiliate of Philip Morris Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851
Teletype: 810-277-4990

RECEIVED
DEC 7 1977
DISTRICT 3
WATER QUALITY DIV.

December 6, 1977

Mr. Roger Przybysz
Water Quality Specialist
Water Quality Division
350 Ottawa Avenue, N.W.
Grand Rapids, Michigan 49503

Dear Roger:

I am writing in response to your letter of October 20, in which you stated three concerns with our current waste treatment plant. Our response, as discussed with Chet Harvey a few weeks ago in your absence, is as follows:

1) Effluent Flow Measurement.

This has been a point of discussion for some time, the fact that we measure flow going to the treatment plant and not the actual flow entering the river. As you know, there is no easy way to install a flow measuring device as the outfall is currently constructed. Any metering system will require a major change in the outfall and, of course, much money.

We are planning on studying the situation in detail this spring (as early as possible) and then will make a recommendation for your approval on corrective measures to be taken.

Concerning the existing flow meter, we realize it is not always accurate and have had the Taylor repairman out time after time with limited success. We are still attempting to resolve this problem but in the meantime are using the old weir level as much as possible to confirm the flow.

2) Composite Sampler.

We understand the need for a refrigerated 24-hour composite sampler and are planning on purchasing one for installation in the spring.

3) Sludge Handling.

Since we have a safe and inexpensive landfill available for sludge disposal, we have not been eager to invest in a costly sludge

dewatering plant. However, to meet your requirements, we plan on beginning a study of sludge dewatering systems in the summer of 1978, order the chosen system in the summer of 1979 and have it installed by Fall, 1980. Our current landfill should easily last us until that time.

I trust this answers your concerns in a satisfactory way. Let me know if you have any questions.

Sincerely,

PLAINWELL PAPER CO., INC.

James C. Farrand
Director - Research & Development

JCF/lm

cc: Mr. Chester Harvey - Water Quality Division
Mr. Donald V. Martin - Plainwell Paper Co., Inc.
Mr. Carl Gren - Plainwell Paper Co., Inc.

startrev file

State Office Building
350 Ottawa Avenue, N. W.
Grand Rapids, Michigan 49503

October 19, 1979

Plainwell Paper Company, Inc. Allegan Co.
200 Allegan Street
Plainwell, Michigan 49080

Attention: Mr. James C. Farrand, Director
Research and Development

Dear Mr. Farrand:

This letter will acknowledge your October 11, 1979 submittal of preliminary plans for sludge dewatering facilities, as required by N.P.D.E.S. Permit MI 0003794.

We have reviewed those plans and have no objections at this time. We would like to know what your plans are for the old clarifier. Apparently, you do not plan to use the old clarifier in conjunction with the new facilities.

Your permit states that dewatered sludges shall be disposed of in accordance with Act 87, Public Acts of 1965, as amended. That Act was recently superseded by Act 641, Public Acts of 1978 which is administered by the Resource Recovery Division. We suggest that you contact Gerard Heyt in Grand Rapids at (616) 456-5071 to determine how the new Act will affect your sludge disposal practices.

Finally, your flow monitoring plans for outfall 005 should be finalized soon. We would prefer the flume to the impellor driven flow meter for flow measurements. However, the influent flow to the flume should be evenly distributed across the channel as it enters the converging section. The flume should not be installed immediately downstream from transition sections. A uniform channel should be provided upstream from the flume with a minimum distance of 15-20 channel widths or pipe diameters recommended. Is there enough distance between the clarifier and the river to allow for this recommendation?

We expect your final plans by mid-November. In the meantime, if you have any questions or comments, please contact us.

Yours truly,

WATER QUALITY DIVISION

Mike Beck,
Assistant District Engineer

MB/mc
cc: J. Bohunsky/F. Baldwin
G. Heyt

RECEIVED

APR 1 3 1980

DISTRICT 3
WATER QUALITY DIV.

April 16, 1980

Carl A. Gren
Plainwell Paper Company Incorporated
200 Allegan Street
Plainwell, Michigan 49080

Dear Mr. Gren:

This is in response to your request to landfill "paper making sludge" at the end of 12th Street, between Otsego Street and Plainwell Street.

The material as described would not be considered a solid and, therefore, would not be permitted to be disposed of in a sanitary landfill.

In addition, the disposal facility listed in your request is not a licensed sanitary landfill and should not be used in disposing of solid waste material.

It is my understanding that the disposition of the Plainwell Paper Company sludge is being coordinated through Ms. Marge Spruit of our Water Quality Division. If you have any questions concerning this matter, please contact Ms. Spruit at our Grand Rapids office.

Very truly yours,

RESOURCE RECOVERY DIVISION

Randal S. Senger, Environmental Engineer
Hazardous Waste Section

RSS:sdm

cc: Marge Spruit
Elizabeth Bols

May 27, 1980

RECEIVED

MAY 30 1980

DISTRICT 3
WATER QUALITY DIV.

Mr. Karl Gren
Plainwell Paper Company, Inc.
200 Allegan Street
Plainwell, MI 49080

Dear Mr. Gren:

The proposed usage of your disposal site for solid paper mill waste at 12th Street and the Kalamazoo River (between Plainwell and Otsego) is regulated by Act 641, P.A. of 1978. This site must be licensed as a landfill. Please contact Rod Mosier, Resource Recovery Division at (517) 322-1315 for information relative to the above matter.

Continued usage of the site as a liquid paper mill sludge site, will require submittal of a groundwater discharge permit under the provisions of Act 245, P.A. of 1929, as amended. For questions relative to the permit, contact Karl Zollner at (517) 373-8088.

Sincerely yours,

WATER QUALITY DIVISION

Tomas Leep (BM)

Tomas Leep
Water Quality Specialist
Oil & Hazardous Materials Control Section

TL/ej
cc: J. Harris
R. Mosier
G. Hall
~~H.~~ Beck
K. Zollner
Files

SCK 9M
Plainwell Paper
Allegan Co.

State Office Building
350 Ottawa, N.W., Suite 6D
Grand Rapids, Michigan 49503

July 8, 1980

RECEIVED
RESOURCE RECOVERY
AUG 14 1980
DISTRICT 9
GRAND RAPIDS

Mr. James Farrand
Plainwell Paper Company
200 Allegan Street
Plainwell, Michigan 49080

Dear Mr. Farrand:

We are in receipt of your letter of July 1, 1980 regarding the progress of the sludge dewatering project, the new primary clarifier and anticipated timetables for both. Each project is to be covered by separate contracts.

Contract #1 is to cover the installation of the new primary clarifier. The sludge dewatering facility is covered by Contract #2. Are the plans for both these projects consistent with those submitted in January, 1980? If not, you should submit the new or altered plans to our office for review and comment.

In your letter you stated the Contract #1 timetable is "fairly firm" whereas the dates for Contract #2 "could be changed as time goes on". In order to develop a time schedule revision for your NPDES Permit, a more definite timetable for the sludge dewatering facility will be required.

Do you plan continued use of the present sludge disposal site during the expanded construction period? A program should be developed to maintain the integrity of the site if you continue to use it during the interim period. Frequent inspections of the sludge site should be included in this program to assure its integrity. Following completion of the sludge dewatering facilities, the existing sludge site is to be phased out and the dewatered sludge must be disposed of at a licensed landfill approved by the DNR Resource Recovery Division.

If you should have any questions or comments concerning the above matters, please feel free to contact me at this office.

Sincerely,

WATER QUALITY DIVISION

Marge Spruit R.P.
Marge Spruit
Water Quality Specialist

MS:nc
cc: Scott Ross, NPDES Compliance
WQD files, Lansing

RECEIVED
JUL 10 1980
WQC COMPLIANCE

Plainwell Paper Co., Inc.
An Affiliate of Philip Morris Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851

RECEIVED
RESOURCE RECOVERY
OCT 16 1980
DISTRICT 9
GRAND RAPIDS

October 14, 1980

Mr. Gerard J. Heyt
District Supervisor
Resource Recovery Division
Department of Natural Resources
350 Ottawa Avenue, N. W.
Grand Rapids, MI 49503

Dear Mr. Heyt:

I am writing to request a temporary landfill license to allow us to continue using our existing landfill until June 1, 1983. This would be an extension of two years past the June 1, 1981 date for start-up of our new sludge dewatering plant, at which time we have been told our dewatered sludge must be taken to an approved landfill, which ours currently is not.

The reason for this request is our inability to determine what can be done with the dewatered sludge when we don't have any sludge available for testing in a dewatered form. Therefore, we are asking for a reasonable time to allow us to evaluate potential uses once the dewatered sludge is available in quantity.

Although we understand that our existing landfill does not meet many of the new requirements set forth in Act 641, we feel this request is a reasonable one for several reasons:

1. Our landfill has been in operation for almost thirty years with no problems.

2. The location offends no one, since a large sand and gravel company lies between it and the closest residential area.

3. No negative effect on the environment has ever been shown or suspected.

4. The dewatered sludge could be used to fill in the landfill in preparation for final closing.

5. Our sludge is very innocuous, being primarily composed of Kaolin clay and wood fiber with minor quantities of other raw materials which are all FDA approved materials with the exception of a few which are nevertheless non-toxic. Leachate tests currently in process should confirm this.

6. Finally, using this nearly thirty year old landfill for another two years is simply not going to change whatever small effect the landfill has on the local environment, especially with sludge in the dewatered form.

We have set aside a portion of our landfill for dewatered sludge in hopes that this request will be approved. This reserved portion has not been used for liquid sludge disposal for several years and thus the sludge is completely dry. The 35 - 40% solids level at which our sludge should be produced will allow for simple landfilling and bulldozing with few if any problems.

We are aware of many possibilities for sludge disposal but cannot actually evaluate any of them until we have the dewatered sludge available. Landspreading is currently under investigation but it will take time to determine the value of this material. As I'm sure you are aware, most farmers don't want any unknown, foreign material on their land until it has been proven that it will do them some good. Since our June 1981 start-up date will miss the summer planting, we will need the summer of 1982 to evaluate the sludge.

There are other possibilities involving use of our sludge for constructive purposes. These include uses by local industries to make salable products or treatment of the sludge on-site to convert it to a form that can be reused in our process. Initital estimates on internal treatment and reuse indicate very high capital costs (millions of dollars) and little if any return on that investment. "Giving" our sludge to local industries appears the most attractive of all at this time because there would be little or no environmental effect and it would probably be the lowest cost route for us.

Thus, what we need is time to evaluate these options <u>after</u> the dewatered sludge is available and not be forced into some temporary expensive disposal method when our existing landfill could be used without detrimental effects.

We ask for your prompt and serious consideration of this request. Please contact me at any time if you need more information.

Sincerely yours,

James C. Farrand

James C. Farrand
Director - Research & Development

JCF:jl

WATER QUALITY DIVISION
DEPARTMENT OF NATURAL RESOURCES

R 4887

TELECON

DATE: 1:10 pm 10/27/80

TO: Marge / Rog

FILE NO.:

FROM: Mike

SUBJECT: Plainwell Paper Sludge Disposal Site

Tim Bureau observed this while inspecting plywing Asphalt. Tim found a recent breach in dike allowing loss of sludge to flood plain from N end of site. He apparently walked down there and it is a recent breech. He suggests that the breech be repaired promptly and offered to write it to DEQ's enforcing agent. Told him we would contact company and get back to him with their position.

Tim also suggested that built up dike be stabilized - erodes in several places. 11/29/80 Spoke w/ Mr Farrand - already working on repairing breech

On site inspect 11-13 80 Dyke repaired - told Mr Harris to build up dyke to prevent further losses

350 Ottawa Avenue, N. W.
Grand Rapids, Michigan 49503

January 28, 1981

Mr. James C. Farrand
Director - Research and Development
Plainwell Paper Company, Inc.
Plainwell, Michigan 49080

Re: Plainwell Paper Sludge Lagoon
Allegan County

Dear Mr. Farrand:

This correspondence will serve to acknowledge your letter dated October 14, 1980, relative to the above captioned.

In your correspondence you request a temporary landfill license to allow you to continue to use your existing disposal area. It is understandable; your desire to evaluate the potential uses for the dewatered sludge and such efforts are fully supported by the department. However, this interim status of the sludge does not change the requirements of proper disposal. There are no provisions for a temporary license within Act 641, P.A. 1978, as amended. Thus, the department cannot issue a temporary license even to suitable sites.

To reiterate, your request cannot be granted and a suggested disposal method would be disposal at an approved landfill until a suitable alternative could be found.

If you have any questions, feel free to call this department at (616) 456-5071.

Sincerely

RESOURCE RECOVERY DIVISION

Elizabeth A. Bols
Environmental Sanitarian

EAB:bjc

cc: Reg. III File
Div File
Dist. File

Plainwell Paper Co., Inc.
An Affiliate of Philip Morris Industrial, Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851

RECEIVED
RESOURCE RECOVERY DIV.
AUG 12 1981
DISTRICT 9
GRAND RAPIDS

August 11, 1981

Michigan Department of Natural Resources
Resource Recovery Division
350 Ottawa Avenue, N.W.
Grand Rapids, Michigan 49503

Attention: Ms. Elizabeth A. Bols

Dear Ms. Bols:

Attached please find an analysis of our steam plant flyash. Plainwell Paper Co., Inc. declares this solid waste to be non-hazardous. We believe it should be classified Type III.

If there are any questions on this declaration, please contact me.

Very truly yours,

George W Lawton

George W. Lawton, Manager
Technical Operations

GWL:mm

Enc.

cc: John Fleckenstein, PMI, Milwaukee
Sam Taylor, Gen. Mgr.
Plainwell Paper Co., Inc.
Jim Ishmael, Dir. of Mfg.
Plainwell Paper Co., Inc.
Carl Gren, Supv.-Environmental
Plainwell Paper Co., Inc.

350 Ottawa Avenue, N. W.
Grand Rapids, Michigan 49503

January 14, 1982

Mr. George W. Lawton
Plainwell Paper Co., Inc.
Plainwell, MI 49080

Re: Fly Ash Disposal
Plainwell, Michigan

Dear Mr. Lawton:

This letter will serve to notify you that the information submitted characterizing your fly ash has been reviewed and it has been determined that the material is acceptable for disposal at a Type II sanitary landfill.

Should you have any questions regarding the above, please feel free to contact this department.

Sincerely,

RESOURCE RECOVERY DIVISION

Terrance A. Hartman
Environmental Sanitarian

TAH:bjc

cc: Reg. III File
Div. File
Dist. File

State Office Building
350 Ottawa N. W.
Grand Rapids, Michigan 49503
Phone: 456-6232

February 10, 1982

Mr. George Lawton
Plainwell Paper Company, Inc.
200 Allegan St.
Plainwell, MI 49080

Dear Mr. Lawton:

This letter is to confirm the meeting held in Grand Rapids on February 3, 1982. Present at the meeting were Carl Gren and George Lawton of Plainwell Paper and Roger Przybysz and Marge Spruit of the Water Quality Division of the Department of Natural Resources.

The primary topic of discussion was the BOD and TSS problems being experienced by the company. The adjustment of the treatment plant to accommodate the new primary clarifier and the sludge dewatering machine (SDM) caused effluent and odor problems. The odor problem has basically been resolved through the addition of chlorine dioxide to the sludge as it is pumped from the primary clarifier to the SDM holding tank. The sludge is being pumped at a slower constant rate in an attempt to keep it from becoming anaerobic.

The BOD and TSS exceedances are persisting. Compounding the addition of the primary clarifier and SDM was a changeover in processes in the mill. The new alkaline process produces a larger volume of wastewater which contains an elevated pH and an increased amount of solids. The TSS were increased because the amount of filler has increased; the settleability has been decreased due in part to the dispersants used in the "boil out" process. Several alternatives were discussed relative to controlling the suspended solids: 1) Reduce the frequency of the "boil outs", 2) Reduce the amount of dispersants and surfactants used during "boil outs", and 3) Contact the dispersant supplier regarding a neutralizing agent or product which will break down the dispersant.

In addition to the dispersant problem, the efficiency of the secondary clarifier as a settling mechanism was questioned. According to sample results, minimal settling is occurring in the secondary. This would indicate this clarifi r is undersized and incapable of handling the wasteload it presently is receiving. Serious consideration must be given to replacing or supplementing the secondary clarifier in order to meet the NPDES discharge limits.

The elevated BOD's are responding to nutrient input. If nutrients are consistently supplied to the system the BOD should be controllable.

Due to the process changes and associated wastewater treatment problems, the company has been unable to consistently meet the NPDES limits on TSS and BOD. As long as the permit limitations continue to be exceeded, the notices of non-compliance will continue. If the non-compliance continues, the question arises whether or not an NPDES permit can be reissued for this facility. Substantial compliance of the existing terms of the permit is a requirement for reissuance.

Plainwell Paper Company is located on a water quality limited stream (the Kalamazoo River); therefore, the total waste loadings from the facility cannot be increased. The effluent limits stipulated in the permit must be met.

An outline of administrative procedures to be followed in cases of continued non-compliance was presented. Lack of progress on the part of the company to control the quality of the effluent will necessitate these steps be initiated.

Another item of discussion was the closure of the sludge pits on-site and the 12th Street "landfill". As discussed, the sludge will need to be covered with topsoil and seeded in order to prevent erosion. Any sludge that escaped the bermed area will be evaluated as to whether it will need to be cleaned up. In order that these sites may be covered in the spring of 1982, a plan should be submitted to this office for approval by March 15, 1982.

Due to the changes made in the wastewater treatment system, a line diagram showing the primary route of the wastewater and the alternatives was requested.

For NPDES permit reissuance, the company must file EPA Forms 1 and 2C. Although some priority pollutant testing was suspended, the effluent still has to be analyzed for the remaining parameters originally outlined in the Consolidated Permit Regulations. As mentioned above, reissuance of the permit would be contingent on the company's demonstration of its ability to meet present discharge limits.

Your response to this letter should be received by March 1, 1982. If you should have any questions or comments concerning the above matters feel free to contact me at this office.

Sincerely,

WATER QUALITY DIVISION

Marge Spruit
Water Quality Specialist

MS/mam

CC: Carl Gren, Plainwell Paper
WQD Files, Lansing

STATE OF MICHIGAN

NATURAL RESOURCES COMMISSION
JACOB A HOEFER
E M LAITALA
HILARY F SNELL
PAUL H WENDLER
HARRY H WHITELEY
JOAN L WOLFE
CHARLES G YOUNGLOVE

WILLIAM G MILLIKEN, Governor

DEPARTMENT OF NATURAL RESOURCES

HOWARD A TANNER, Director

State Office Building
350 Ottawa N. W.
Grand Rapids, Michigan 49503
Phone: 456-6231

RECEIVED
AUG 11 1982
WQC COMPLIANCE

August 9, 1982

CERTIFIED MAIL

Mr. Sam Taylor
Plainwell Paper Company
200 Allegan Street
Plainwell, MI 49080

Dear Mr. Taylor:

On June 11, 1982 Plainwell Paper Company responsed to a notice of non-compliance (WRC #NC-05-82-09-4287) issued by the Water Quality Division. The letter outlined plans for a study to be conducted by Williams & Works at the facility in an attempt to bring it into compliance with the terms of N.P.D.E.S. Permit MI 0003794. Following corporate approval of the proposal, a meeting was to be held between Plainwell Paper Company, Williams & Works, and the Grand Rapids District Water Quality staff to discuss the program and timetable. According to the letter, "I will contact the DNR staff . . . during the first week of July to set up such a meeting." The entire month of July has passed, and, to date, no such meeting has been scheduled.

Repeatedly, the DNR has requested a closure plan for both the inactivated sludge pits on-site and the landfill at 12th Street. To date, none has been submitted. It had been anticipated the project would have been completed by spring, 1982.

A response was not received from the company to the May 4, 1982 letter transmitting the wastewater survey report.

Plainwell Paper Company should undertake immediate steps to advise the District Office of the current status of the various projects being undertaken to bring about compliance at this location. As had been mentioned in previous letters, substantial compliance of the existing permit must be demonstrated prior to reissuance of the permit.

Notify this office when a meeting can be scheduled to discuss the above matters. If you should have any questions or comments concerning the above matters feel free to contact me at this office.

Sincerely,

WATER QUALITY DIVISION

Marge Spruit

Marge Spruit
Water Quality Specialist

MS/mam
CC: George Lawton, Plainwell Paper
Carl Gren, Plainwell Paper
Scott Ross, Compliance Section, Water Quality Division
WQD Files, Lansing

WILLIAMS & WORKS

T O WILLIAMS, 1861-1941 • F D WORKS 1880-1931 • W B WILLIAMS 1895-1974

August 25, 1982

Mr. George W. Lawton
Manager - Technical Operations
Plainwell Paper Company, Inc.
Plainwell, Michigan 49080

Dear Mr. Lawton:

RE: Proposal for Closure of Paper
Sludge Lagoons and Landfill

Williams & Works is pleased to present this proposal in response to your letter of July 29, 1982. Since our meeting on August 9, we have discussed the closure of both sites with Marg Spruit from the Water Quality Division and Terry Hartman from the Resource Recovery Division of the MDNR.

We explained that both sites are more an aesthetic nuisance than a source of ground or surface water contamination, and that based on this premise, we believe the sites can be closed without moving the sludge off-site. Both Ms. Spruit and Mr. Hartman agree that this is acceptable.

Specifically, the plan that we recommend is as follows:

Lagoon Site Delete, George Lawton 3-18-83

There are 10 lagoons on this site which are filled with sludge to various depths. Rain water collects in these lagoons and prevents the sludge from drying out to a stable consistency. We propose to remove the sludge from the lagoons on the east half of the site and place it in the lagoons on the west half, filling as many lagoons as possible. As necessary, soil will be mixed with the sludge as the lagoons are filled to provide a stable condition at the surface that can support light vehicles. The fill will be slightly mounded in anticipation of future settlement and the entire area covered with topsoil and seeded.

The excavated lagoons will remain open, with 1 or 2 designated for emergency sludge holding in case of a breakdown in the sludge dewatering system. A polishing pond is planned for the area occupied by the remaining excavated lagoons.

To accomplish the above described closure, Williams & Works will

1. Survey the site of the lagoons and prepare a map showing the dimensions of the lagoons and the depth and volume of the sludge. This work is necessary to calculate the amount of sludge to be moved and determine which lagoons will be filled.

2. Prepare working drawings and specifications for implementing the closure plan.

Landfill Site

The sludge landfill was never a licensed landfill; therefore, the closure requirements of current regulations (Act 641) or its predecessor (Act 87) do not apply. However, this landfill is not necessarily free from state or local regulation. If it were determined that the landfill is a source of ground and/or surface water contamination, the State could seek remedy under the authority of Act 245. In addition, the local unit of government (Otsego Township) could cite the landfill as a nuisance, although this might be hard to prove and would depend partly on how their nuisance ordinance is written.

Although the landfill is not regulated by current regulations, Mr. Hartman said the preferred closure procedure is to cap the landfill with two feet of compacted clay, as would be required if the landfill were licensed under Act 641.

We would concur with Mr. Hartman's recommendation if the landfill was a significant source of ground and/or surface water contamination. However, based on previous studies, we do not believe the landfill is a significant source of pollutants, and any leachate which does form in the landfill is readily assimilated and treated by the bordering swamp environment. We believe the main environmental concern posed by the landfill is one of aesthetics and this is not serious, given the neighboring gravel mining operations.

The plan we recommend consists of placing a loamy soil cover over the site and seeding it. The thickness of the cover will be determined by what is necessary to support the equipment needed to spread the cover.

To close the abandoned landfill with a final cover, Williams & Works will:

1. Sample the sludge in the landfill and test it to determine its water content and ability to support the load of a soil cover.

2. Survey the landfill dimensions and prepare a map for showing the placement and thickness of cover material.

3. Prepare working drawings and specifications to implement the closure plan.

Cost of Service

We estimate the cost for our services will be $8,700.

We will not exceed this figure without your approval. We will perform this work on an hourly rate basis, as defined under Section V, paragraph B.1, of our Engineering Agreement for Improvements to the Wastewater Facilities at Plainwell Paper Company.

Schedule

We will begin work within one week of receiving your authorization to proceed and will complete the plans and specifications as part of the initial design phase of our Engineering Agreement.

Acceptance

Your acceptance of this proposal may be given by signing this proposal and returning one copy to us.

Williams & Works appreciates the opportunity to provide these services. If you have any questions, please call us.

Respectfully submitted,

WILLIAMS & WORKS, INC.

John E. Racek, P.E.
Project Manager

Douglas A. Wallace, Ph.D., P.E.
Senior Vice President

PHILIP MORRIS INDUSTRIAL, INC.

BY: _____

TITLE: _____

DATE: _____

Plainwell Paper Co., Inc.
An Affiliate of Philip Morris Industrial, Incorporated
Plainwell, Michigan 49080
Phone: 616/685-5851

RECEIVED
APR 8 1983
EPR-FIELD STAFF

April, 1983

Mr. Garth Aslakson
Mich. Dept. of Natural Resources
P.O. Box 30028
Lansing, MI 48909

Dear Mr. Aslakson:

Enclosed are two copies of the purchase order, Professional Services Agreement and the letter of quotation covering the work Williams & Works, Inc., will be doing to get ready to close the old Sludge Disposal site. As quickly as we have agreement on the specifications and drawings, Plainwell will contract with Williams & Works to supervise the actual closing activities. I expect that contract will be issued by May 15. I will try to keep you up to date.

If there are any questions about this work, please contact me.

Sincerely,

PLAINWELL PAPER CO., INC.

George W. Lawton
Director - Research & Development

GWL:jj

Enclosure

GWL 83-77

Book No. _____

Issued to _____

_____

# PROPOSAL AND SPECIFICATIONS

PLAINWELL PAPER COMPANY
PLAINWELL, MICHIGAN

SLUDGE LANDFILL CLOSURE

Project No. 87450
July, 1984

S26235

cc: K. Gilbreath
J.P. Causey
File

INTER-OFFICE CORRESPONDENCE

Plainwell Paper

DATE: June 15, 1987

TO: Sam Taylor, Jim Ishmael, Larry Henseler, Carl Gren, Khaja Naimuddin

FROM: George Lawton

SUBJECT: VISIT BY DNR ON SLUDGE PCB POSSIBILITIES

---

June 10, 1987 9:30-11:30 a.m.

For DNR: William Creel, Project Coordinator, Kalamazoo River project
John Bantjes, Water Quality Specialist

For Plainwell: George Lawton, Technical Director
Khaja Naimuddin, Environmental Engineer

The meeting was held partly in my office and partly at field locations noted below. I opened the meeting by asking for an explanation of why they had come. Mr Creel replied they were visiting all mills in the Kalamzoo River Valley previously identified as de-inking mills some time in the past. I asked how they had arrived at identifying Plainwell Paper Company as such a mill. Mr. Creel said that records from the old Water Resources Commission indicated we had de-inked in the past.

I asked him why he thought PCB's might be present in waste paper or waste water or sludge. He stated that they were used as plasticizers in printing inks and others. I asked him if he knew when they might have been present in the waste stream and he replied in the 50's, 60's, and 70's.

((An aside - Data available from NCASI indicates that the printing ink application used only about 50,000 lbs. of PCB (aroclor 1254) between 1968 and 1971. The inks were "ultraviolet light sensitive inks" and "flexographic" inks for flexible packaging applications. This source is considered a pretty minor item.

The major source was the use of PCB (aroclor 1242) in NCR paper between 1957 and 1971. The product was used as a solvent for the color reactants in carbonless paper. Carbonless paper contained an average of 3.4% PCB by weight. (And now we're looking for parts per trillion). The total amount used was 44 million pounds.

a Chesapeake company

Consequently, the presence of carbonless paper (NCR copy paper) in the waste paper stream is the crucial item. If it could be shown by records or by recollection of employees or retirees that we never repulped general office wastes or forms overruns , we might be able to argue that we weren't involved in handling significant amounts of PCBs anyway.))

I then told him the basic history of Plainwell Paper Company which I had previously written out for J.P. Causey, etc. I did not offer him a copy. He made notes on the dates.

We discussed what we wanted to do. They wanted to inspect the disposal sites for any evidence that sludge had ever flowed toward the river. The only sampling would be by a shovel on surface deposits. They were agreeable to split samples.

We inspected the "Sludge Drying Bed" area west of the secondary system aeration tanks. No evidence of sludge was noted. The bank appears to be basically ashes.

ACTION: Carl Gren - There is a washout just north of the road around the secondary system. Please have it filled with gravel and reshape the bank appropriately.

We then went to the "Sludge Disposal Site" and walked half way around before Mr. Creel found any evidence of sludge at all. He did not sample at that point. However, at a point near the north end of the easterly berm, he found an animal burrow with some visible dried sludge dug out it. He sampled this material and we took a similar sample. Again, about 100 ft. south along the same berm, he sampled a similar area.

Then, as we turned west along the south berm, John Bantjes noted a "Washout" or gully at the base of the berm. The washout appeared to cut through an area of grey material. Closer inspection showed it to be a relatively thin (6"-12") layer of dry sludge on the surface of the ground. The area, by my estimate, covered 200-300 sq.ft. and was to the north of an old fence line that may mark our property boundary. The gully cut through the northwest quarter of the area. Although trees and briars were growning through the sludge, no annual vegetation appears to have taken root.

This material was also sampled by both parties. No other areas of concern were found.

We returned to the Waste Water Treatment Plant and sampled the current load of sludge as it left for the landfill.

((A note - The major concern of DNR is to show that Plainwell Paper Company is obvious "Potentially Responsible Party" by showing that sludge discharges containing PCBs have taken place in a way that the material could have entered the river. The woodchuck holes are of minimal concern since no movement toward the river is happening.

The third area is a gold mine for them because, if it contains PCBs, they obviously went into the river. Testing becomes the key!))

Other points: Mr Creel stated that our water effluent has been tested and shows 20-50 parts of PCB per trillion. The river has 100 parts per trillion.

He asked if we had ever placed sludge between our west property line and the U.S. 131 right away. I said I had never heard of that occurring. John Bantjes suggested that a city treatment plant had existed in that area in the 1950's. Carl Gren, when we saw him at the Waste Treatment Plant, said that no sludge disposal had ever been done there. I don't know what prompted Creel's question.

Samples will be sent to the Institute of Paper Chemistry for PCB analysis. The cost is $120 per sample (4 samples). Data should be available by June 22.

DNR will test their samples at Lansing. Bill Creel said the backlog of testing will cause a six to eight week delay before their information is available.

George Lawton

GWL:mlm

July 15, 1987

THE INSTITUTE OF PAPER CHEMISTRY
Post Office Box 1039
Appleton, Wisconsin 54912
Phone: 414/734-9251
Telex: 469289

Institute File No. 87-70756

Report to

Mr. George W. Lawton
Technical Director
PLAINWELL PAPER CO., INC.
200 Allegan Street
Plainwell, Michigan 49080

(Samples received 6/18/87)

POLYCHLORINATED BIPHENYL ANALYSIS

| Sample Identification | Polychlorinated Biphenyl, ppm Interpreted as Aroclor 1242 | Interpreted as Aroclor 1254 | Interpreted as Aroclor 1260 |
|---|---|---|---|
| #1 Sludge NE Corner Otsego Landfill | approx. 5.1* | 8.7 | |
| #2 Sludge NE Corner (50 yards away from Sample 1) Otsego Landfill | approx. 0.4* | 4.6 | |
| #3 Sludge South Property Line Near River Otsego Landfill | approx. 5.4* | 12.7 | |
| #4 Sludge off SDM | no PCB compounds found within the 0.1 ppm detection limit of the instrument | | |

Note: *Peaks on the early part of the chromatogram matched those of the Aroclor 1242 standard in retention time but not relative peak height. The Aroclor 1242 may have been changed by "weathering" in the landfill. This makes the Aroclor 1242 identification rather tentative and the quantitation approximate.

Basis of Report: As received.

Method: Gas chromatography with electron capture detector.

Signed Patricia M. McCarry
Patricia M. McCarry
Research Assistant
Analytical Sciences
Chemical Sciences Division

PMM/sm

These tests are performed as a confidential service and cannot be quoted without specific permission of The Institute of Paper Chemistry.



DEPOSITION EXHIBIT
LAWTON #861
5/30/87 CC

MICHIGA DEPARTMENT OF NATURAL R. OURCES

INTEROFFICE COMMUNICATION

RECEIVED
SEP 1 1 1987
SWQD-Plainwell

September 9, 1987

TO: John Bantjes, Plainwell District

FROM: William Creal, Great Lakes Environmental Assessment Section

SUBJECT: Plainwell Paper Soil Sampling Results

Attached are the corrected and verified soil sampling results for the Plainwell Paper Company from samples taken June 10, 1987. These results indicate the presence of PCB's in their sludge disposal area located near the Plainwell dam on the Kalamazoo River.

This disposal area was used between 1954 and 1981. Prior to 1954, no waste treatment was provided by this facility. Sludge was generated starting with the installation of a primary clarifier in 1954. In conjunction with this, Plainwell Paper Company recycled paper during the period 1910 to 1962. Therefore, the critical period for PCB contamination of the sludge disposal area may be 1954 to 1962.

Based on these results, I recommend that Plainwell Paper Company perform the following task.

1. Identify if possible, the area of the sludge disposal area used during 1954-1962. These areas should be prioritized for PCB sampling to identify the extent and magnitude of PCB contamination.

2. Identify the extent of sludge deposited outside the diked area and the magnitude of PCB contamination in this sludge.

3. Determine the extent of contact between the Kalamazoo River and the dike walls of the sludge disposal area. Estimates should be made for the mean, 75% exceedance and 100 year flood flows.

4. Determine the extent and magnitude of PCB contamination of all soils that do or may come into contact with Kalamazoo River.

5. Based on items 1-4, proposed remedial actions necessary to isolate PCB contaminated soils from the Kalamazoo River.

cc: J. Grant/GLEAS Files

BC

Table 1. Soil sampling results from the Plainwell Paper Company sludge disposal area, June 10, 1987.

| Location | Total Solids (%) | Aroclor 1242 (mg/kg) | Aroclor 1248 (mg/kg) | Aroclor 1254 (mg/kg) | Total PCB (mg/kg) |
|---|---|---|---|---|---|
| Dike wall, northeast corner of landfill | 78.0 | < 0.65 | 30.0 * | < 0.650 | 30.0 |
| Dike wall, 100 feet south of sample 1 | 86.1 | < 0.60 | < 0.60 | 2.60 | 2.60 |
| South property line, outside diked area | 80.1 | < 6.50 | 39.0 | < 6.50 | 39.00 |
| New sludge from Plainwell Paper | 31.7 | < 1.60 | < 1.60 | 4.60 | 4.60 |

* Estimated value. All other Scan 3 values were less than detectable.

PERFORMANCE EVALUATION REPORT DATE: 07/2.

DMR-QA STUDY NUMBER 007

PERMITTEE: MI0003794 ---> PLAINWELL PAPER COMPANY IX

| ANALYTES | VP | REPORT VALUE | TRUE VALUE* | ACCEPTANCE LIMITS | WARNING LIMITS | PERFORMANCE EVALUATION |
|---|---|---|---|---|---|---|
| MISCELLANEOUS ANALYTES: | | | | | | |
| PH-UNITS | | 5.40 | 5.20 | 5.06- 5.30 | 5.09- 5.27 | NOT ACCEPTABLE |
| TOTAL SUSPENDED SOLIDS (IN MG/L) | | 73.0 | 80.9 | 62.1- 87.0 | 65.2- 84.0 | ACCEPTABLE |
| OIL AND GREASE (IN MG/L) | | 4.9 | 8.00 | 1.34- 12.8 | 2.77- 11.4 | ACCEPTABLE |
| NUTRIENTS IN MILLIGRAMS PER LITER: | | | | | | |
| TOTAL PHOSPHORUS | | 1.0 | 5.90 | 4.84- 7.03 | 5.10- 6.77 | NOT ACCEPTABLE |
| DEMANDS IN MILLIGRAMS PER LITER: | | | | | | |
| 5-DAY BOD | | 34.5 | 35.0 | 21.2- 48.7 | 24.6- 45.3 | ACCEPTABLE |
| ADDITIONAL MISCELLANEOUS ANALYTES: | | | | | | |
| TOTAL RESIDUAL CHLORINE (IN MG/L) | | 1.10 | 0.975 | .637- 1.25 | .718- 1.17 | ACCEPTABLE |

* BASED UPON THEORETICAL CALCULATIONS, OR A REFERENCE VALUE WHEN NECESSARY.

KAR Laboratories, Inc.

# ANALYTICAL REPORT

To: Plainwell Paper Company

Report Date : 9-15-87

Date Received: 9- 3-87

Sample I.D.: Dried sludge & soil

Laboratory Code : 871357

Method: U.S. EPA Method 3540 "Sonication Extraction" and Method 8080 "Organochlorine Pesticides and PCB's - SW-846, 3rd Edition.

| KAR Lab Code 871357- | Sample I.D. | PCB's (mg/kg sample as received) | Total Solids (% weight) |
|---|---|---|---|
| - 1 | 1-1 Sludge | 0.69** | 68.80 |
| - 2 | 1-2 Soil | <0.5 | 89.13 |
| - 3 | 2-1 Sludge | 11* | 75.27 |
| - 4 | 2-2 Soil | <0.5 | 90.64 |
| - 5 | 3-1 Sludge | 12* | 70.71 |
| - 6 | 3-2 Soil | 2.4* | 85.75 |
| - 7 | 4-1 Sludge | 21* | 71.36 |
| - 8 | 4-2 Sludge | 18* | 75.44 |
| - 9 | 5-1 Sludge | 14* | 66.71 |
| -10 | 5-2 Sludge | 21* | 66.05 |
| -11 | 6-1 Sludge | 1.3** | 70.13 |
| -12 | 6-2 Soil | <0.5 | 89.46 |
| -13 | 7-1 Sludge | 1.2*** | 67.51 |
| -14 | 7-2 Soil | <0.5 | 90.88 |

* Aroclor 1248

** Aroclor 1254

***Aroclor 1248 & 1254

Table 1

END USES OF AROCLORS* BY TYPE

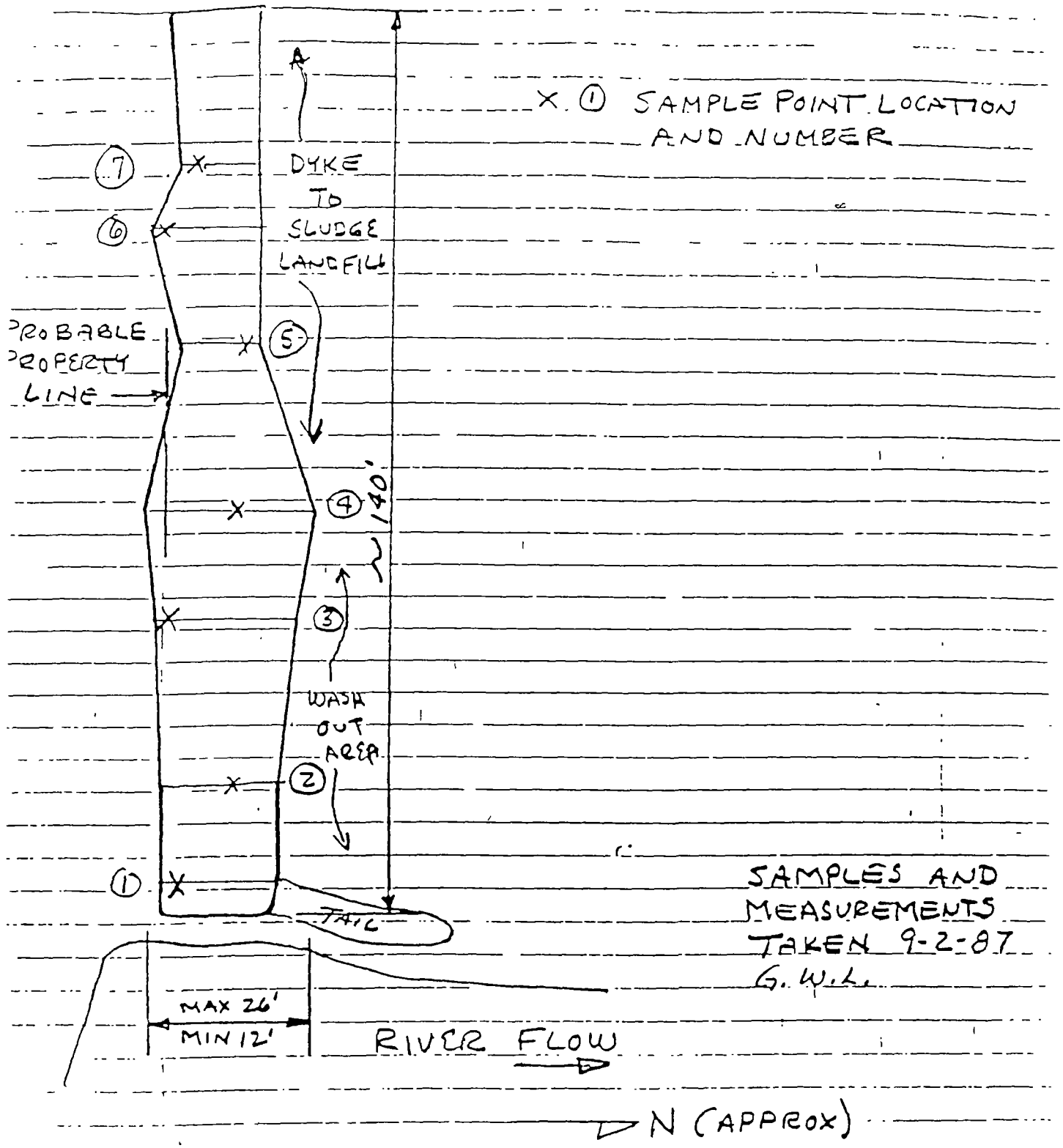
| End use | 1016 | 1221 | 1232 | 1242 | 1248 | 1254 | 1260 | 1262 | 1268 |
|---|---|---|---|---|---|---|---|---|---|
| Current | | | | | | | | | |
| - Capacitors | x | x | | x | x | | | | |
| - Transformers | | | | x | | x | x | | |
| Former | | | | | | | | | |
| - Heat Transfer | | | | x | | | | | |
| - Hydraulics/Lubricants | | | | | | | | | |
| - Hydraulic fluids | | | x | x | x | x | x | | |
| - Vacuum Pumps | | | | | x | x | | | |
| - **Gas-Transmission Turbines | | x | | x | | | | | |
| - Plasticizers | | | | | | | | | |
| - Rubbers | | x | x | x | x | x | | | x |
| - Synthetic Resins | | | | | x | x | x | x | x |
| - Carbonless Paper | | | | x | | | | | |
| - Miscellaneous | | | | | | | | | |
| - Adhesives | | x | x | x | x | x | | | |
| - Wax Extenders | | | | x | | x | | | x |
| - Dedusting Agents | | | | | | x | x | | |
| - Inks | | | | | | x | | | |
| - Cutting Oils | | | | | | x | | | |
| - Pesticide Extenders | | | | | | x | | | |
| - Sealants and Caulking Compounds | | | | | | x | | | |

* Trademark of Monsanto
Adapted from Hutzinger et al 1974 and IARC 1978



23812

# EXPOSED SLUDGE AREA




SAMPLES AND MEASUREMENTS TAKEN 9-2-87
G. W. L.

NATURAL RESOURCES COMMISSION
THOMAS J ANDERSON
MARLENE J FLUHARTY
KERRY KAMMER
O STEWART MYERS
DAVID D OLSON
RAYMOND POUPORE

STATE OF MICHIGAN

JAMES J. BLANCHARD, Governor

**DEPARTMENT OF NATURAL RESOURCES**

GORDON E. GUYER, Director

District 12 Headquarters
P.O. Box 355, Plainwell, Michigan 49080

October 19, 1987

George W. Lawton, Technical Director
Plainwell Paper Company
200 Allegan Street
Plainwell, Michigan 49080

RE: Sludge Disposal Area

Dear Mr. Lawton:

Enclosed are the verified results of soil samples taken on June 19, 1987 at the former sludge disposal site of Plainwell Paper Company. The site is located on the left bank of the Kalamazoo River just below the Plainwell Dam. The sampling results indicate that PCB's are present in the disposal site.

To prevent the entry of materials from the disposal site into the river we request that Plainwell Paper Company develop a work plan to accomplish the following:

1. Identify, if possible, the area used for sludge disposal during the period 1954 - 1962. Prioritize this area for determining the extent and magnitude of PCB contamination.

2. Determine the extent of sludge deposited outside the diked area and the magnitude of PCB contamination in this sludge.

3. Determine the extent of contact of the Kalamazoo River with the dike walls of the sludge disposal area. Separate estimates should be made for the mean, 75% exceedance, and 100 year flood flows.

4. Determine the extent and magnitude of PCB contamination of on site soils that do or may come into contact with the Kalamazoo River.

5. Based on items 1-4, propose remedial actions necessary to isolate PCB contaminated soils from the Kalamazoo River.

This work plan should be developed as soon as possible and submitted to this office for review and approval not later than December 31, 1987.

If, in the meantime, you have any questions in this matter please contact me at this office.

Sincerely,

SURFACE WATER QUALITY DIVISION

John Bantjes
Plainwell District
616-685-9886

JB/cmb

cc: Bill Creal

WILKINS & WHEATON TESTING LABORATORY, INC.

December 30, 1987

Mr. John Bantjes
Department of Natural Resources
District 12 Headquarters
P.O. Box 355
Plainwell, MI 49080

RECEIVED
JAN 04 1988
SWQD-Plainwell

Re: Plainwell Paper Company
Residuals Disposal Area
Proposed Work Plan

Dear Mr. Bantjes:

On behalf of Plainwell Paper Company, this letter serves as a proposed work plan to address the items reviewed in your correspondence of October 19, 1987. The work plan will serve to investigate the potential for PCB degradation of the Kalamazoo River as it relates to the residuals disposed of by Plainwell Paper. The project will be pursued using a phased approach to allow for a more comprehensive and accurate assessment. The work plan phases have been outlined to be compatible with your above referenced correspondence, as follows:

Phase 1: Identification of residuals disposal area during the period of 1954-1962.

Review of company records indicates that papermaking residuals were disposed of in the landfill located adjacent to the Kalamazoo River just below the Plainwell Dam. Specific areas within the landfill where residuals were disposed of between 1954 and 1962 cannot be defined.

As the majority of residuals on site are contained within the diked area, the potential for PCB degradation or migration is greatly minimized and is highly unlikely. Exploratory investigation within the diked area is not proposed at this time as the levels of PCBs in the landfill do not represent a threat to the environment. Rather, assessment of the dike integrity and areas outside of the diked area will be the focus of this investigation.

To address any and all aspects of this study, the landfill area will be aerially mapped and a site topography map prepared. This will provide a means in which to identify and plot all data.

(Continued)

169-171 Portage Street
Kalamazoo, Michigan 49007
(616) 345-1158

Phase 2: Definition of residuals deposited outside of diked area.

To define the extent of residuals outside of the diked area, a visual inspection of the perimeter of the dike and the area immediately surrounding it will be the first aspect of this phase. The intent of the inspection will serve to assess the integrity of the dike as well as identify areas in which residuals have escaped from the contained area.

Based on the visual inspection, used in conjunction with the site topographic map, a grid sampling program will be established for PCB's. The intervals of the grid system will be based on the overall size of the area to be addressed. The program will be established to characterize the presence of the residuals and identify the presence of PCB's. Sampling procedures will be consistent with protocol and documentation will be maintained.

Phase 3: Relationship of dike walls to the Kalamazoo River.

Utilizing the site topographic map prepared in the initial stages of the investigation, the relationship between the dike walls and the Kalamazoo River flood flows will be assessed. The Floodplain Management/Land Resources Division of the Michigan Department of Natural Resources will be consulted for the flood stage data required. This information will then be plotted on the site map to illustrate the relationship.

Based on this determination, the perimeter of the dike will be reinspected to insure its adequacy in withstanding flood impact if deemed necessary.

Phase 4: Extent of PCB degradation which comes in contact with the Kalamazoo River.

As previously addressed in Item 2 above, the areas outside of the dike will be visually inspected and a sampling program will be instituted. Soil/residual samples will be obtained to adequately characterize the area which comes in contact with the Kalamazoo River both vertically and horizontally. Analysis will included PCB's, and proper procedures and documentation will be maintained.

(Continued)

Phase 5: Remedial action.

Based on the results of Items 1 through 4 listed above, a remedial plan will be prepared and implemented. The plan will be developed to address potential PCB-contaminated soils which may come in contact with the Kalamazoo River. Since the amount of material is anticipated to be minimal, preliminary concepts may include excavation and disposal at an approved facility. Specific remedial activities cannot be defined until additional data is collected and evaluated.

Upon completion of the above outlined tasks, a brief report will be prepared which outlines procedures and results. This report will be submitted to the Michigan Department of Natural Resources, upon approval from Plainwell Paper Company. If deemed necessary, interim meetings or correspondence may be conducted.

We hope the above addresses your concerns at the site. Upon your review and approval of the work plan, please contact our office or Plainwell Paper Company directly in regard to its acceptability. We can then establish an agreed upon timetable in which to complete the project.

If you have any questions, comments, or would care to arrange a meeting to discuss the work program, please feel free to contact our office.

Very truly yours,

WILKINS & WHEATON TESTING LABORATORY, INC.

Debra A. Lefler
Geologist

William B French
Vice President

DAL/WBF/dl

cc: Mr. George Lawton, Plainwell Paper Company

NATURAL RESOURCES COMMISSION
THOMAS J. ANDERSON
MARLENE J. FLUHARTY
KERRY KAMMER
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STATE OF MICHIGAN

JAMES J. BLANCHARD, Governor

**DEPARTMENT OF NATURAL RESOURCES**

GORDON E. GUYER, Director

District 12 Headquarters
P.O. Box 355, Plainwell, Michigan 49080

January 28, 1988

George W. Lawton,
Technical Director
Simpson Plainwell Paper Co.
200 Allegan Street
Plainwell, Michigan 49080

RE: Residuals Disposal Area - Proposed Work Plan

Dear Mr. Lawton:

Staff of the Michigan Department of Natural Resources (MDNR) have reviewed the proposed work plan submitted in your behalf by Wilkins & Wheaton Testing Laboratory, Incorporated.

The proposed work plan adequately addresses our concerns regarding direct contact of PCB contaminated wastes with the Kalamazoo River. The proposed work plan, as it assesses the dike integrity and the areas outside of the diked area, is hereby approved.

Without knowing the levels of PCB's within the diked area of the landfill we cannot justify agreeing that these levels do not represent a threat to the environment.

The timetable for completing the proposed work plan should be submitted to this office not later than March 15, 1988.

If, in the meantime, you have any questions or comments in this matter, please contact me at this office.

Sincerely,

SURFACE WATER QUALITY DIVISION

John M. Bantjes
Plainwell District
(616) 685-9886

JB:clw

cc: Wm. Creal

WILKINS & WHEATON TESTING LABORATORY, INC.

April 25, 1988

RECEIVED
APR 28 1988
SWQD-Plainwell

Mr. John Bantjes
Michigan Dept. of Natural Resources
District 12 Headquarters
P.O. Box 355
Plainwell, MI 49080

Re: Plainwell Paper Company
Residuals Disposal Area
Work Plan Timetable

Dear Mr. Bantjes:

Pursuant to your letter of January 28, 1988 to Mr. Lawton of Plainwell Paper Company, this letter serves to address the timetable for the work plan outlined in our December 30, 1987 correspondence. The below listed timetable corresponds to the activities outlined in the referenced work plan.

| | Activity | Estimated Completion Date |
|---|---|---|
| Phase 1: | Aerial mapping, ground control, site topography | May 27, 1988 |
| Phase 2: | Residuals definition, visual inspection | June 17, 1988 |
| Phase 3: | Floodplain evaluation | June 30, 1988 |
| Phase 4: | Sampling and analysis | July 28, 1988 |
| Phase 5: | Remedial Action | Determined upon completion of Phases 1 through 4. |

Dependent upon the results of Phases 1 through 4, the scope of work to be completed under Phase 5 can and will be further defined. If so desired, a meeting may be arranged at that time to review findings to date and set direction.

(Continued)

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Kalamazoo, Michigan 49007
(616) 345-1158

We will make every effort to expedite the timetable when the opportunity arises. The aerial mapping required has been the limiting factor in proceeding with the project. The aerial survey company has assured us an April flight, and we can then proceed as outlined.

If you have any questions or comments, please feel free to contact our office.

Very truly yours,

WILKINS & WHEATON TESTING LABORATORY, INC.

Debra A. Lefler
Geologist

William B French
Vice President

DAL/WBF/dl

cc: Mr. George Lawton, Plainwell Paper Company

5-22-89

Dave Latrick:

The DNR made its annual NPDES inspection at Plainwell last Friday. The DNR representative raised the issue of remedial action at the 13th St. Landfill and wondered where our response plan was. They want to see the plan no later than July 1. I've sent a note to George Lawton about this, as he is running the show.

Bill

S26066

# Simpson

Simpson Plainwell Paper Company
200 ALLEGAN STREET
PLAINWELL, MICHIGAN 49080 (616) 685-5851

RECEIVED
JUL 31 1989
SWQD - Plainwell

July 17, 1989

Mr. John Bantjes
Michigan Department of Natural Resources
P.O. Box 355
Plainwell, Michigan 49080

Re: Simpson Plainwell Paper Company
Proposed Remediation Work Plan

Dear Mr. Bantjes:

As you are aware, an environmental investigation regarding PCBs and paper waste residuals has been ongoing at the Simpson Plainwell Paper Company Residuals Disposal Area. A phased investigation was outlined in correspondence to you dated December 30, 1987 with status reports submitted April 25 and August 25, 1988.

In regard to the work plans submitted, please find enclosed site topographic maps of the facility. The topographic maps provide the results of the visual inspection of the extent of residuals outside the bermed areas and the 100-year floodplain elevation data.

Pursuant to these phases of the project, Simpson Plainwell Paper proposes to conduct, with the aid of a consultant, remedial measures which would involve excavation of the residuals located outside of the berms with placement within the confines of the landfill. The surface of the landfill and the berms would then be stabilized and regraded.

This work, which would be proposed as Phase V of the original work plan, is proposed as follows:

Task I: Property Approval/Permitting

The property located adjacent to and east of the landfill is owned by the State of Michigan (Plainwell Dam). Authorization to work on this property will be required to access the eastern berms of the landfill.

Additionally, a permit application will be prepared to conduct construction activities within the 100-year floodplain. Following MDNR approval of the proposed work plan, these items will be immediately pursued.

Task II: Property Boundary Survey

To ensure that all remedial efforts confine the residuals within the landfill and the property boundaries, a boundary survey will serve as Task II of the proposed effort. This task would be conducted concurrently, but may take slightly longer, with Task I.

Task III: Engineering Design

Design plans and specifications, based on all information gathered to date, will be prepared as Task III of the work plan. A formal bid package may be prepared.

Task IV: Construction Activities

The following construction activities, which will be detailed in the plans and specifications, will be addressed in the remediation:

A. Tree removal. Approximately 1.5 acres around the perimeter of the disposal area will require tree and brush removal. This material will be appropriately disposed of.

B. Erosion control. Measures will be undertaken (straw bales, protective fabrics, etc.) to protect the Kalamazoo River and adjacent marsh from erosion due to construction activities at the site.

C. Excavation of residuals. Residuals located outside the berms will be identified, excavated and placed in the interior of the residuals disposal area.

D. Regrading. The berms will be regraded to minimize future erosion problems and provide for vehicular maintenance activities. The surface of the disposal area will also be regraded to promote surface drainage.

E. Soil cover. Six (6) inches of soil cover material will be placed on all disturbed surfaces so that residuals will no longer be exposed at the surface. The soil cover material will be adequate to promote vegetative growth.

F. Seed and mulch. Areas receiving soil cover material will also be seeded and mulched to minimize potential erosion problems following construction.

G. Fencing. The entire residuals disposal area is to be fenced with a six-foot fence.

H. Erosion control. Erosion control protection is to be placed in the portions of the residuals disposal area which are adjacent to the Kalamazoo River. Also, rip-rap will be used for erosion control protection on the sideslopes used for surface runoff.

I. Construction monitoring. Construction activities will be monitored by our consultant to ensure compliancy with the prepared plans and specifications.

Task V: Sampling and Analytical Testing

Following excavation of the residuals based on visual identification, soils exposed beneath the residuals will be sampled and tested to confirm that the residuals have been removed from outside the berm. We propose that these samples undergo analysis for low-level PCBs. We anticipate the need for approximately 20 to 25 samples. The data obtained from this phase of the project should serve to confirm an effective remediation effort.

Task VI: Report Preparation

Upon completion of the above described activities, a final report will be prepared and submitted to Simpson Plainwell Paper detailing the remediation occurring at the site. This report will be recommended for MDNR submittal.

Time Table

The following time frame has been estimated for the above outlined project. The initiation of project activities is contingent upon MDNR authorization of the proposed work plan and property approval/permitting of the State.

| Proposed Work Plan Activity | Completion Period (Weeks) |
|---|---|
| Property Approval/Permitting | 2 (preparation) |
| | Weeks Following DNR approval and permitting |
| Property Boundary Survey | 6 |
| Engineering Design | 6 |
| *Construction Activities | 15 |
| Sampling/Analytical Testing | 20 |
| Report Preparation | 24 |

*Based on conditions encountered in the field during construction, it

may be necessary to modify the proposed work plan at this time.

Please review the proposed work plan at your earliest convenience. If you would care to arrange a meeting to discuss the project or you have any questions or comments, please contact me.

Very truly yours,

George Lawton

Enclosure

# MICHIGAI DEPARTMENT OF NATURAL R OURCES

## INTEROFFICE COMMUNICATION

November 14, 1989

RECEIVED
NOV 16 1989
SWQD-Plainwell

TO: John Banjtes
Plainwell District
Surface Water Quality Division

FROM: Chris Waggoner
Great Lakes and Environmental Assessment Section
Surface Water Quality Division

SUBJECT: Plainwell Paper -- Residuals Disposal Area

Pursuant to your request, we have reviewed the July 17, 1989 letter from Mr. Lawton and your draft response. Mr. Lawton's letter addresses Tasks to be conducted under Phase 5 of their previously submitted work plan (December 30, 1987). It is premature for Plainwell Paper to be developing a remedial plan prior to adequately characterizing the level and extent of PCB contamination at the site.

Your October 19, 1987 letter to Mr. Lawton requested that they determine the extent and magnitude of PCB contamination inside and outside of the dikes. It appears that this has not been completed yet. If areas for sampling cannot be prioritized based on the history of the site then we recommend Plainwell Paper use the hexagonal grid sampling technique documented in EPA publication 560/5-86-017. Plainwell Paper should submit a sampling plan, including a schedule, for our review. Sampling should begin as soon as possible to enable priority actions to address the materials outside of the dike to take place during the 1990 construction season.

We need to emphasize that we want them to address the contamination outside of the dikes first because it has a higher potential to contaminate the river than the material within the dike. In order to develop a plan to address the material outside the dikes, they must first complete the characterization work discussed above for the entire disposal area (inside and outside of the dikes).

Based upon the results of the PCB sampling, a determination can be made as to the options for disposal of materials removed from outside the diked area. If PCB concentrations are greater than 50 ppm then the requirements of TSCA must be met. If PCB concentrations are less than 50 ppm then it may be possible to temporarily, if not permanently, store the removed material within the diked area.

Concurrent to developing the priority response which will address the material outside of the dikes, Plainwell Paper should be developing a plan for final remediation of the site. A preliminary work plan for the development of a final remedial action should be submitted by January 1, 1990.

RECYCLED

If you have any questions, please call me.

cc: Mr. W. Creal/files
Ms. Valerie Harris, SWQD

NATURAL RESOURCES COMMISSION
THOMAS J ANDERSON
MARLENE J FLUHARTY
KERRY KAMMER
O STEWART MYERS
DAVID D OLSON
RAYMOND POUPORE

STATE OF MICHIGAN

JAMES J. BLANCHARD, Governor

DEPARTMENT OF NATURAL RESOURCES

DAVID F HALES Director

District 12 Headquarters
P.O. Box 355, Plainwell, Michigan 49080

January 4, 1990

George Lawton, Director
Research and Development
Simpson Plainwell Paper Company
200 Allegan Street
Plainwell, Michigan 49080

Dear Mr. Lawton:

SUBJECT: Residuals Disposal Area - Proposed Remedial Work Plan

Staff of the Michigan Department of Natural Resources (MDNR) have reviewed the Proposed Remedial Work Plan (Plan), dated July 17, 1989, submitted by Simpson Plainwell Paper Company. The Plan is the implementation of Phase 5 of the original work plan submitted on December 30, 1987. Phases 1 - 4 are not yet completed.

The topographic mapping of Phase 1 has been completed. Identification of the materials deposited in the landfill was not possible from company records. As indicated in my letter of October 19, 1987, we do not concur that the material within the diked area does not pose a threat to the environment. A sampling plan to identify the material deposited within the diked area must be submitted. We suggest that the hexagonal grid sampling technique, documented in EPA publication 560/5-86-017, be used.

Phase 2 was to define the residuals that were deposited outside the diked area. The topographic maps outlining the preliminary extent of paper residuals beyond the landfill are based on a visual inspection. A grid sampling program to determine the horizontal and vertical extent of the residuals deposited outside the dike must yet be prepared. This sampling program should be carried out concurrent with the sampling of materials within the diked area. The work proposed under Phase 4 should be incorporated as well. All work plans must be submitted to this office for approval.

In summary, phases 2 and 4 called for a sampling program of the area outside the dike that could come in contact with the Kalamazoo River. The purpose is to identify the horizontal and vertical extent of the residuals that contain PCBs. These phases must be completed prior to remedial action.

The topographic map, submitted under phase 3, delineating the 100 year floodplain must be expanded to include the mean and 75% exceedance flows, as requested in my October 19, 1987 letter.

The July 17, 1989 submittal addresses Phase 5 of the original work plan, the remedial action, and is divided into six tasks. We offer the following comments.

Task I includes obtaining authorization to work on the adjacent MDNR property. The person to contact for this purpose is the District Wildlife Biologist, Mr. Mike Bailey, at this office. You should be prepared to specifically describe the anticipated activities when contacting him.

Task II is to establish the property boundaries. The MDNR recently completed a survey of its Plainwell dam property. You may wish to contact Mr. Gary C. Bilow of the Recreation Division regarding this survey. His phone number is (517) 373-9918.

Task III is the preparation of engineering design. This must be submitted for approval to this office prior to preparation of a formal bid package. The sampling program that was planned in phases 2 and 4 of the original work plan must be submitted to this office for approval prior to preparation of the engineering design of Task III.

The construction activities listed in Task IV are approvable in concept. However, I must point out that the excavated material must be disposed of in an approved manner, based on analytical results obtained during phases 2 and 4. Final approval can only be given upon our review of the plans and specifications prepared under Task III.

Task V calls for sampling and analysis of the excavated areas outside the dike to confirm adequate remediation. We request that the MDNR is given the opportunity to sample concurrently.

Task VI is to prepare a final report of the remedial actions taken. A copy of this report is to be submitted to MDNR.

The sampling programs required under the original plan, phases 1, 2, and 4, as well as a revised timetable including the necessary activities to complete the remedial actions must be prepared and submitted to this office for approval not later than February 28, 1990. Remedial action should be scheduled for the 1990 construction season.

If you have further comments or questions in this matter, please contact me at this office.

Sincerely,

SURFACE WATER QUALITY DIVISION

John M. Bantjes
Plainwell District
616-685-9886

JB:clw

cc: Mike Bailey, District 12
Gary C. Bilow, Div. Office, Recreation
Wm. Creal, GLEAS, Lansing