RESPONSES OF
FRED R. RIPPY, INC.

April 9, 2020

CERCLA 104(e) Request for Information Related to Omega Chemical Corporation Superfund Site; Real Property located at 12504 and 12512 Whittier Boulevard, Whittier, California 90602

The following is the response of Fred R. Rippy, Inc. to the Request for Information (the "Request") dated October 22, 2019 from Loren Henning, Manager, CERCLA Enforcement Office to General Counsel, Fred R. Rippy, Inc. ("Rippy" or the "Company"). The Company has performed a diligent, good faith search for documents and information responsive to this request. Nonetheless, in view of the time period covered by the Request, the lengthy time period since Rippy owned the property, the impediments to accessing records caused by the COVID-19 virus, and the overly broad scope of certain requests, there may be additional documents and information responsive to the Request. Rippy reserves the right to supplement its Responses if additional responsive information is located.

GENERAL OBJECTIONS

Rippy objects to the Request as a whole on the grounds that it is unduly burdensome, unreasonably overly broad, and seeks information that is not relevant to EPA's investigation regarding the alleged release of hazardous substances at the Omega Chemical Corporation. See *United States v. Morton Salt Co., 338 U.S. 632, 652 (1950); F.T.C. v. Texaco, 555 F.2d 862, 882 (D.C. Cir. 1977).*

Rippy further objects to this Request as a whole on the grounds that it seeks information and documents that exceed the scope of EPA's authority under Section 104(e) of CERCLA, 42 U.S.C. Section 9604(e). In that regard, Section 104(e) authorizes EPA to seek information relevant to: (1) the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at a vessel or facility or transported to a vessel or facility; (2) the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from a vessel or facility; or (3) information relating to the ability of a person to pay for or perform a cleanup. The information and documents sought by EPA in the Information Request are not relevant to any of the statutory topics.

Rippy further objects to the Request and the Instructions and Definitions contained therein to the extent they purport to require Rippy to disclose information that is (1) protected by the attorney-client privilege, attorney work product doctrine, or any other applicable privilege or doctrine; (2) proprietary, trade secret, business confidential, or otherwise protected from disclosure; or (3) not in the possession, custody, or control of Rippy.

Rippy also objects to the Request and the Instructions and Definitions contained therein on the ground that they are unduly vague, ambiguous, overbroad, and unintelligible. Insofar as certain specific requests use terms or words that Rippy cannot interpret or understand, Rippy objects on the grounds that such terms or words are vague and ambiguous. Where possible, Rippy has made reasonable assumptions about EPA's intended meanings and has responded accordingly, while preserving its objections as to vagueness and ambiguity.

Rippy objects to the Request as a whole, and specifically to Instruction #4 of the Request, which purports to require Rippy to undertake an obligation to produce documents and information which are not within the possession, custody, or control of Rippy.

Rippy objects to Instruction #6 of the Request, which instruction purports to impose upon Rippy an obligation of indefinite duration to supplement its responses should information later become known or available to Rippy. Ripppy contests EPA's authority to impose such an undue and continuous burden on Rippy. Notwithstanding, should Rippy identify additional documents which Rippy becomes aware is responsive to the Request (to the actual knowledge of Respondent) or should Rippy become aware that any portion of a response is false (to the actual knowledge of Respondent), Rippy will so notify EPA and will provide to EPA a corrected response.

Rippy also objects to the definition of the terms "You" and "Respondent" insofar as the definition purports to include "former employees/agents." The term "agents" is vague, ambiguous, and overbroad, and Rippy has neither the authority nor the ability to respond on behalf of former employees or former agents. Rippy also objects to the terms "waste" and "materials" insofar as the definitions are vague, ambiguous, overbroad, and unintelligible.

Rippy expressly objects to the definition of "Property" as including 12504 Whittier Boulevard and 12512 Whittier Boulevard. Rippy will use the term "**12504 Property**" for the 12504 Whittier Boulevard property, and will use the term "**12512 Property**" for the 12512 Whittier Boulevard property. **Fred R. Rippy, Inc. owned the 12504 Property only from 1963 until August 11, 1966. Fred R. Rippy, Inc. <u>never</u> held an ownership interest in the 12512 Property**. Rippy objects to EPA's requests to the extent EPA asks about time periods and ownership entities outside the time period of its ownership of the 12504 Property.

Rippy has provided its previous responses and the responses below in good faith with the intent of assisting EPA with its investigation, but expressly does not waive its objections.

Rippy previously responded on December 1, 1999 and September 30, 2011 to EPA's requests dated November 3, 1999 and July 3, 2011, respectively. Any and all information in those previous responses relevant to the supplemental questions of EPA's October 22, 2019 requests, below, are hereby incorporated by this reference into this supplemental response. Rippy's responses are not intended to re-provide documents or information that have already been provided to EPA through Rippy's prior responses, or that have otherwise been provided to EPA

through correspondence or reports submitted directly to EPA. Rippy hereby incorporates any and all such correspondence, documents, and information by this reference into this supplemental response.

Conversely, to the extent not made in its previous responses, Rippy hereby supplements its previous responses with, and incorporates by this reference into its previous response, the General Objections set forth above.

ENCLOSURE B: QUESTIONS (INFORMATION REQUEST)

Note: The term "Property" refers to the property located at 12504 and 12512 Whittier Boulevard, Whittier, California. [See Rippy objection and definition of "Property", above.]

EPA has received and reviewed your prior 104(e) responses dated December 1, 1999 and September 30, 2011 submitted in response to EPA's 104(e) information request letters dated November 3, 1999 and July 3, 2011. EPA appreciates your responses and has the following supplemental questions.

Rippy hereby responds to EPA's supplemental request for information under Section 104(e) of CERCLA, dated October 22, 2019, as follows, subject to the General Objections set forth above, which objections are incorporated by reference into each and every response below:

1. *State the full legal name, address, telephone number, and position(s) held by the individual(s) answering any of the questions on behalf of Fred R. Rippy, Inc. ("Rippy") concerning the matters set forth herein.*

- **Martin N. Burton**
  Law Office of Martin N. Burton
  2026 Hilldale Drive
  La Canada Flintridge, CA 91011
  Outside counsel to Fred R. Rippy, Inc.

2. *Provide copies of all lease agreements, documents and correspondence between the Company, Fred R. Rippy individually, and/or any of the Rippy Trusts, as lessors, and all lessees of the Property concerning their environmental performance or environmental releases at the Property, including provisions regarding liability for any environmental contamination.*

Rippy specifically objects to this request on the basis that the terms "environmental performance" and "environmental releases" are not defined and are vague, ambiguous, and overbroad. This request further implicitly asserts that "environmental releases" occurred and "environmental performance" issues were present on the 12504 Property and the 12512

Property. Rippy objects to this assertion without background, explanation, or information. Rippy further objects to and disputes the implicit assertion that Rippy had an ownership interest in the 12504 Property or in the 12512 Property during the period of any such "environmental release" or "environmental performance" issue.

In the interest of cooperating with and assisting the EPA with its investigation, Rippy has located the following document related to the 12512 Property, which is attached in response to your request:

- **Lease for property located at 12512 E. Whittier Blvd., Whittier, California, dated June 5, 1981 between Hazel I. Ware and Martha R. Mitchell, Trustees Under Declaration of Trust dated July 10, 1980, and their successor or successors in Trust, as Lessor, and Thomas N. Taylor and Vicki R. Taylor, as Lessee.**

  This lease appears to have been in effect at the time Fred R. Rippy and Francine Rippy purchased the 12512 Property as joint tenants. Fred R. Rippy and Francine Rippy held the 12512 Property from June 7, 1984 to October 7, 1986, prior to Omega Chemical occupying the 12512 Property.

3. *Your 1999 104(e) response included a Certificate of Insurance from 1986, but did not fully respond to all insurance information that was requested. Provide copies of all insurance policies obtained by Fred R. Rippy, Inc., Fred R. Rippy individually, and/or Rippy Trusts or related entities, including but not limited to property, pollution, and/or casualty liability insurance, in place during your ownership of the Property (1963-1987) that could be used to address releases of hazardous substances at or emanating from the Property. If you do not have copies of the policies, provide detailed information on the policy number, issuer of the policy, as well as effective dates and policy limits. Provide information on insurance brokers or other entities that were involved in the acquisition of insurance.*

Rippy specifically objects to and disputes this request's implicit assertion that Rippy had an ownership interest in the 12504 Property at any time after 1966 or in the 12512 Property at all. Rippy further specifically objects to and disputes this request's implicit assertion, without background, explanation, or information, that there were "releases of hazardous substances" on either the 12504 Property or the 12512 Property or that they occurred during the time of Rippy's ownership, if owned by Rippy at all.

In the interest of cooperating with and assisting the EPA with its investigation, Rippy has identified the following list in response to your request:

- **7/12/74 – 7/12/77** **Great American Insurance Company Policy No. BP 3461950**
  No Policy found
- **7/12/77 –**

9/26/78 Great American Insurance Company Policy No. BP 8413527
No Policy found

- **9/26/78 – 5/30/79 Great American Insurance Company Policy No. BP 1314677**
  No Policy found

Rippy obtained these policy numbers from Great American Insurance Company in 2012 but found no corresponding copies of policies. Great American Insurance Company likewise represented it could find no copies.

4. *Provide all information and documentation related to any claims made against insurance policies for environmental releases or contamination at or emanating from the Property during your ownership of the Property (1963-1987). In particular, provide all information as to whether any claims were made for damages to the Property arising from the 1987 Whittier earthquake.*

   Rippy specifically objects to this request on the basis that the terms "environmental releases" and "contamination" are not defined and are vague, ambiguous, and overbroad. Rippy specifically objects to and disputes this request's implicit assertion that Rippy had an ownership interest in the 12504 Property at any time after 1966 or in the 12512 Property at all. Rippy further specifically objects to and disputes this request's implicit assertion, without background, explanation, or information, that there were "environmental releases" or "contamination" on either the 12504 Property or the 12512 Property or that they occurred during the time of Rippy's ownership, if owned by Rippy at all.

- **Rippy could find no information or documentation responsive to this request for either the 12504 Property or the 12512 Property.**

5. *Provide copies of all insurance policies obtained by property lessees for which Fred R. Rippy, Inc. Fred R. Rippy individually, and/or Rippy Trusts or other related entities were named insureds or were otherwise covered by the insurance. For each policy, indicate which entity procured and paid for the policy.*

- **Rippy could find no policies responsive to this request for either the 12504 Property or the 12512 Property.**

6. *Provide information and documentation, including technical and analytical reports, for any environmental investigation or due diligence performed prior to the 1987 sale of the Property to Omega Chemical Corporation. To the extent not already provided in your 2011 104(e) response, provide a copy of the sales contract and any other agreements that discuss the respective responsibilities of the seller and purchase for environmental contamination at the Property, whether known or unknown as of the date of Property sale.*

Rippy specifically objects to and disputes this request's implicit assertion that Rippy had an ownership interest in the 12504 Property at any time after 1966 or in the 12512 Property at all.

In the interest of cooperating with and assisting the EPA with its investigation, Rippy has located the **following documents, attached, in response to your request. Rippy does not know if the unsigned documents were ever finalized, or represent documents binding on the parties:**

- **October 28, 1987** **Approval of Amendment to Sale Agreement and Escrow Instructions**
  Signed by Francine Rippy
  With unsigned copies of Amendment to Real Estate Purchase and Sale Agreement and Supplemental Escrow Instructions attached

- **May 29, 1987** **Unsigned Counter Offer Dated May 29, 1987**
  With May 21, 1987 AIR Standard Offer and Agreement for Purchase of Real Estate dated May 21, 1987, signed by Buyer

- **August 26, 1987** **Report on Results of Laboratory Analysis Performed on Soil Samples Collected After Removal of an Underground Tank, Located on the Fred R. Rippy Trust Property, [12504] East Whittier Boulevard, Whittier, California**
  Attached to August 28, 1987 cover letter from Thomson & Nelson to Paul E. Hendricks and Wayne L. Harvey, Cotrustees of the Fred Rippy Trust
  The subject line of this Report refers to "12512 East Whittier Boulevard". This reference, however, is erroneous, as the underground tank was located on the 12504 Property:
  - **The Map attached at page 2 of the Report identifies the Property location as "12504 East Whittier Boulevard."**
  - **The Site Map attached as "Figure 1" of the Report identifies the Property as "12504 E. Whittier Blvd."**
  - **The Lab Report on the last page of the Report references "12504 E. Whittier" as the Site Location.**

GENERAL

THIS LEASE, Made this 5th day of June, 1981

BETWEEN HAZEL I. WARE and MARTHA R. MITCHELL, Trustees Under Declaration of Trust dated July 10, 1980, and their successor or successors in Trust

Lessor (whether one or more)

AND THOMAS N. TAYLOR and VICKI R. TAYLOR

AUG 9 1984

Lessee (whether one or more)

The Lessor does hereby lease to the Lessee, and the Lessee does hereby hire and take of and from the Lessor,

those premises described as: Lot 3 of Tract No. 13486, in the City of Whittier, as per map recorded in Book, 312, Pages 16 to 18 inclusive of Maps, in the office of the County Recorder of said County, commonly known as

12512 E. Whittier Blvd., Whittier, California

Lessee shall be responsible for all repairs and general maintenance of property including the roof of the building; and

Lessee shall be responsible for the payment for all utilities used during the term of this lease.

with the appurtenances, for the term of Three (3) years, commencing on the first day of June, 1981, and ending on the Thirty-first day of May, 1984, at the total rent or sum of Twenty-five Thousand Two Hundred and no/100 ($25,200) Dollars, payable monthly in advance on the first day of each and every calendar month of said term in equal monthly payments of Seven Hundred and no/100- - - - - - - - - - - - - - - - - - (700.00) Dollars,

Lessee shall have an option to renew or extend this lease for an additional three (3) years at a monthly rental which shall be agreed upon between Lessor and Lessee on or before the expiration date of this lease. Also, Lessee shall have the option of first right to purchase the premises if the Lessor shall at any time elect to sell the premises at the price and under the terms and conditions in a bona fide purchase offer received from other(s). In any such instance, if Lessee fails to give written notice of Lessee's election to exercise this first right to purchase option within thirty (30) days after written notice from Lessor of intentions to sell the premises at specified price and terms and conditions of a bona fide offer to purchase, Lessor shall have the right to sell the premises to others at the terms and conditions of the bona fide purchase offer free and clear of the renewal or extension option otherwise held by Lessee.

The Lessee hereby covenants to pay the Lessor the rent, herein reserved in the manner herein specified, and not to make or suffer any alteration to be made therein without the written consent of the Lessor.

It is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then Lessor may, after giving proper notice, re-enter the said premises in the manner allowed by law and, to the extent allowed by law, remove any property and any and all persons therefrom.

At the expiration of the term or any sooner termination of this lease, the Lessee will quit and surrender the premises hereby leased, in as good order and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

If the Lessee shall hold over the term with the consent expressed or implied, of the Lessor, such holding shall be construed to be a tenancy only from month to month.

The foregoing covenants, and the terms and conditions of this lease, shall inure to the benefit of and be binding upon the respective heirs, devisees, personal representatives, successors and assigns of the parties hereto.

AUG 9 1984

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Hazel S. Hare

Lessor

Thomas N. Taylor

Lessee

Ellen L. Taylor

Lessee

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

Exhibit #1 copy

APPROVAL OF AMENDMENT TO SALE AGREEMENT AND ESCROW INSTRUCTIONS

Reference is hereby made to the following documents regarding the purchase and sale of real property commonly known as 12504 and 12512 East Whittier Boulevard, Whittier, California: (1) Standard Offer and Agreement for Purchase of Real Estate dated May 21, 1987 in which Omega Resource Recovery Systems, Inc. ("Omega") is named as Buyer ("Standard Offer and Agreement"); (2) Counter Offer Dated May 29, 1987 in which Paul E. Hendricks and Wayne L. Harvey, Trustees of the Fred R. Rippy Trust dated May 21, 1985 ("Trustees") are named as Seller ("Counter Offer"); and (3) Escrow Instructions to Commerce Escrow Company, dated June 23, 1987, governing escrow number 875820 ("Escrow Instructions").

Pursuant to that certain Agreement Regarding Trustee's Sale of Real Estate dated May 20, 1987, the undersigned approved of the sale of the above-referenced properties by the Trustees to Omega under the terms and conditions set forth in the Standard Offer and Agreement and Counter Offer.

The Trustees desire to amend and/or supplement the Standard Offer and Agreement, the Counter Offer and the Escrow Instructions in accordance with the provisions of the Amendment to Real Estate Purchase and Sale Agreement dated as of October 21, 1987 and the Supplemental Escrow Instructions dated as of October 21, 1987 attached hereto as Exhibits "A" and "B", respectively. The undersigned hereby approves all of the terms and conditions of said Amendment to Real Estate Purchase and Sale Agreement and Supplemental Escrow Instructions, and the amendments to the Standard Offer and Agreement, Counter Offer and Escrow Instructions made thereby.

Dated: October 28, 1987.

Francine H Rippy

Francine H. Rippy

AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Real Estate Purchase and Sale Agreement ("Amendment") is entered into as of October 21, 1987 by and among Paul E. Hendricks and Wayne L. Harvey, Trustees of the Fred R. Rippy Trust dated May 21, 1985 ("Seller"), Omega Resource Recovery Systems, Inc. ("Buyer"), and Omega Chemical Corp. ("Omega Chemical").

A. Buyer and Seller entered into that certain Standard Offer and Agreement for Purchase of Real Estate dated May 21, 1987, as modified and amended by that certain Counter Offer dated May 29, 1987, concerning the purchase and sale of certain real property commonly known as 12504 and 12512 East Whittier Boulevard, Whittier, California (collectively, the "Sale Agreement").

B. Buyer has elected to receive title to the subject property in the name of its nominee Omega Chemical.

C. Buyer, Seller and Omega Chemical desire to amend and/or supplement the terms of the Sale Agreement in certain respects as more particularly set forth below:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Seller and Omega Chemical hereby agree as follows:

1. Buyer and Omega Chemical hereby acknowledge that, in the course of attempting to satisfy the conditions to the parties' obligations provided for pursuant to paragraph 19.D. of the Sale Agreement, as set forth in paragraph 4. of the Counter Offer, it has been discovered that there exist certain levels of toxic contaminants in the soils and/or ground water upon or under the property commonly known as 12504 East Whittier Boulevard, Whittier, California. Buyer and Omega Chemical further acknowledge and agree that: (1) they have received copies of the reports dated August 26, 1987 and September 23, 1987 prepared by Leighton and Associates Incorporated with respect to such toxic contamination; (2) they have been advised that Leighton and Associates Incorporated has advised Seller that the levels and types of contaminants identified in said reports may not be representative of levels and types of contaminants which may exist in soils and/or ground water upon or under other portions of the subject property; (3) Seller shall convey the Property to Omega Chemical in its present condition, without removing or otherwise treating the existing soil and/or ground water

EXHIBIT A

contamination; and (4) Seller makes no representations or warranties whatsoever concerning the nature or extent of the toxic substances existing in the soils and/or ground water upon or under the property located at 12504 and 12512 East Whittier Boulevard, Whittier, California (collectively, the "Property").

2. Buyer and Omega Chemical agree that, following the Closing, Seller, Seller's Toxic Consultant and/or any duly authorized agent or contractor of Seller shall be permitted to conduct such additional testing of the soils and/or ground water upon or under the Property as Seller deems desirable in its sole discretion. Such testing may include, but shall not be limited to, surface and subsurface drilling, boring and other measures necessary or helpful for purposes of collecting or testing soil and/or water samples upon or under the Property. Buyer and Omega Chemical understand and agree that their obligation to permit Seller to conduct further testing of the soils and/or ground water upon or under the Property following the Closing pursuant to this paragraph 2. is a material condition subsequent to Seller's obligations under the Sale Agreement and this Amendment.

3. Seller believes that toxic contamination presently existing in the soils and/or ground water upon or under the Property may have been caused by Buyer. Buyer disagrees with Seller with respect to the cause of such contamination. Accordingly, Seller shall initially pay for any additional testing performed pursuant to paragraph 2., above. Nothing in this paragraph 3. shall prejudice any rights Seller may have to seek reimbursement of the cost of such additional testing from Buyer pursuant to the terms and conditions of the Sale Agreement, current tenancies or former leases between the parties, or upon any other legal basis. Buyer and Omega Chemical shall pay all costs and expenses associated with any removal, treatment or disposal of contaminated soils and/or ground water upon or under the Property required by any governmental authority.

4. Buyer and Omega Chemical agree that Buyer and Omega Chemical shall, at their expense, remove their tanks and any other fixtures, improvements or personal property currently located on the Property which would interfere with the additional testing referred to in paragraph 2.

5. Buyer and Omega Chemical agree that they shall have no right to make a claim against Seller for damages for interference with Buyer's or Omega Chemical's business or their use of the Property caused by the additional testing referred to in paragraph 2.

6. Buyer and Omega Chemical, jointly and severally, agree that they shall hold Seller free and harmless of and from any and all liability, judgments, costs, expenses, damages, claims or demands, including reasonable attorneys fees, arising

out of or in any way connected with: (1) the presence of any toxic or hazardous contaminants in the soil and/or ground water situated upon or under the Property, whether presently existing or hereafter occurring; and (2) the operations of Buyer, Omega Chemical or any tenant or lessee of either of them, both prior to and following the Closing. The foregoing agreement of indemnity shall specifically include, but shall not be limited to, any damages, costs or liability, including reasonable attorneys fees, Seller may suffer as a result of: (1) any damage to third parties arising out of any past or future leak, spill or other introduction of hazardous substances into the soil or ground water upon or under the Property; and (2) any obligation to remove, treat or dispose of such contaminated soil or ground water imposed by law, court order, or any governmental agency or authority.

7. Notwithstanding any provisions to the contrary in the Sale Agreement or the escrow instructions governing Commerce Escrow Company Escrow No. 875820 (the "Escrow Instructions"), all of the foregoing agreements set forth in this Amendment shall survive the Closing and any cancellation or termination of the Sale Agreement and escrow.

8. Omega Chemical agrees that all of the Buyer's agreements under the Sale Agreement, the Escrow Instructions and this Amendment shall also be agreements of Omega Chemical.

9. Except as amended and/or supplemented by the foregoing provisions, the terms and conditions of the Sale Agreement remain unchanged and in full force and effect.

10. This Amendment may be signed in counterparts, all of which when taken together shall be deemed to be the instrument.

IN WITNESS WHEREOF, Buyer, Seller and Omega Chemical have executed this Amendment as of the date and year hereinabove set forth.

SELLER:

_____ _____

Paul E. Hendricks and Wayne L. Harvey,
Trustees of the Fred R. Rippy Trust dated May 21, 1985

(continuation of signature page to Amendment to Real Estate Purchase and Sale Agreement dated October 21, 1987)

"BUYER":

OMEGA RESOURCE RECOVERY SYSTEMS, INC.

BY_____ITS _____

BY_____ITS _____

"OMEGA CHEMICAL":

OMEGA CHEMICAL CORP., a California corporation

BY_____ITS _____

BY_____ITS _____

SUPPLEMENTAL ESCROW INSTRUCTIONS

TO: COMMERCE ESCROW COMPANY
1545 WILSHIRE BOULEVARD
SUITE 600
LOS ANGELES, CALIFORNIA 90017

RE: Escrow No. 875820 October 21, 1987

The original instructions dated June 23, 1987, and any amendments or supplements thereto, are hereby amended in the following particulars only:

1. Buyer and Seller hereby extend the date for the closing of the above-referenced escrow (the "Closing") to November 1, 1987.

2. The date by which Buyer must have its financing under paragraph 6.2 of the Offer is hereby extended to November 1, 1987.

3. The date for satisfaction of the conditions to the parties' obligations under the sale agreement set forth in paragraphs 12. and 13. of the Counter Offer, is hereby extended to November 1, 1987.

4. Buyer and Seller hereby acknowledge that the conditions to the parties' obligations provided for pursuant to paragraph 19.D., as set forth in paragraph 4. of the Counter Offer, have not been satisfied. The date for satisfaction of such conditions is hereby extended to November 1, 1987. Buyer and Seller shall notify escrow in writing when and if the conditions in said paragraph 19.D. have been satisfied.

5. Escrow is not to be concerned with any payments from Buyer to Seller or any payments from either of them to third parties required by the provisions of paragraph 19.D, as set forth in paragraph 4. of the Counter Offer.

6. In the event that any of the conditions in paragraph 6 (as amended by the Counter Offer), paragraph 19.D (as amended by the Counter Offer) or paragraphs 12. or 13. of the Counter Offer have not been satisfied on or before the date for the Closing as agreed upon in these instructions (or as agreed upon in the future in writing between the parties), then immediately after the agreed date for the Closing, either party may terminate the sale agreement and the escrow with written notice to the

EXHIBIT B

escrow holder and the other party, in which case deposits on Buyer's behalf into escrow shall be returned to Buyer, less all escrow and title charges, and the parties shall have no further liability hereunder except as expressly so provided.

7. Buyer has received and has approved the preliminary title report No. 4006050 issued by Continental Land Title dated as of June 24, 1987.

8. Buyer and Seller acknowledge and agree that: (1) Seller has delivered to Buyer the estoppel certificate required under paragraph 10. of the Counter Offer; (2) Buyer has approved such estoppel certificate; and (3) the condition precedent to each of the parties' obligations under the sale agreement set forth in said paragraph 10. has been satisfied.

9. Buyer and Seller acknowledge and agree that Buyer has approved of all items set forth in paragraph 19.A as set forth in the Addendum to the Offer, and that any conditions to the obligations of the parties under the sale agreement set forth in said paragraph 19.A have been satisfied.

10. Without being relieved of any liability in connection herewith, the Buyer elects to receive title in the name of its nominee: Omega Chemical Corp., a California corporation. Seller will hand you a grant deed to the nominee so named.

11. Buyer will hand you sufficient funds to pay, from Buyer's account at close of escrow, commission of $21,000.00 to Cushman & Wakefield of California Inc.

12. Except as supplemented and/or amended by the foregoing provisions, the terms and conditions of the above-referenced escrow instructions remain unchanged.

13. These escrow instructions may be signed in counterparts, all of which when taken together shall be deemed to be the instrument.

SELLER:

_____ _____

Paul E. Hendricks and Wayne L. Harvey,
successor cotrustees of the Fred R. Rippy Trust dated
May 21, 1985

(signature page to Supplemental Escrow Instructions dated October 21, 1987)

BUYER:

OMEGA RESOURCE RECOVERY SYSTEMS, INC.

BY_____ITS _____

BY_____ITS _____

The undersigned agrees that all of Buyer's agreements under the foregoing and the sale agreement shall also be agreements of the undersigned.

OMEGA CHEMICAL CORP., a California corporation

BY_____ITS _____

BY_____ITS _____

REVISED VERSION

COUNTER OFFER DATED MAY 29, 1987

The Standard Offer and Agreement for Purchase of Real Estate dated May 21, 1987 in which Omega Resource Recovery Systems, Inc. is named as Buyer, regarding the purchase of property commonly known as 12504 and 12512 East Whittier Boulevard, Whittier, California 90602, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, hereinafter sometimes referred to as the "Offer," is hereby accepted, subject to the following modifications and amendments thereto:

1. Notwithstanding paragraph 5 as set forth in the addendum to the Offer, the parties agree that the purchase price to be paid by the Buyer to the Seller for the subject property is $420,000.00 which shall be paid all in cash at the closing of escrow. The Seller acknowledges that the Buyer may intend to deposit into escrow loan proceeds and other cash in an amount in excess of the purchase price in order to satisfy Buyer's obligations for real estate commission, loan fees, title insurance, escrow fees and other obligations of Buyer. The parties agree that the Seller shall have no obligations with respect to such other obligations of Buyer which Buyer elects to satisfy through the escrow.

2. The parties agree that the Seller has no obligation to Cushman & Wakefield of California, Inc. for real estate commission in any amount in connection with the subject sale.

3. On acceptance of Seller's counteroffer, Buyer shall deliver to Seller a check in the amount of $5,000.00 as a deposit to apply toward the $420,000.00 purchase price which Seller shall deposit into escrow upon the opening of escrow.

4. Paragraph 19.D. as set forth in the addendum to the Offer is revoked in its entirety and the following is substituted in its place:

"19.D. The satisfaction of the following is a condition precedent to each of the parties' obligations under the sale agreement:

> Seller shall remove the underground tank at 12504 East Whittier Boulevard in accordance with all applicable governmental requirements. In the event that in connection with the removal of the underground tank, it is determined that there is toxic contamination due to leakage from or use of the underground tank, Seller, at their sole cost and expense, shall eliminate or minimize the contamination so as to comply with all applicable governmental requirements. Seller shall satisfy the foregoing on or before the closing of escrow (including escrow extensions, if any, exercised in accordance with this agreement).

In the event that Seller has not satisfied the condition set forth above in this paragraph 19.D. on or before June 20, 1987, then the Seller shall have the right, at no expense to Seller, to extend the closing of escrow to July 31, 1987, by written notice to Buyer and escrow holder on or before June 30, 1987.

In the event that Seller has not satisfied the condition set forth above in this paragraph 19.D. on or before July 20, 1987, then the Seller shall have the right, at no expense to Seller, to extend the closing of escrow to August 28, 1987, by written notice to Buyer and escrow holder on or before July 31, 1987.

In the event that Seller has not satisfied the condition set forth above in this paragraph 19.D. on or before August 20, 1987, then the Seller shall have the right, at no expense to Seller, to extend the closing of escrow to September 30, 1987, by written notice to Buyer and escrow holder on or before August 28, 1987.

Any extension of the escrow by Seller under the provisions of this Paragraph 19.D. shall automatically also extend to the new escrow closing date, the date by which Buyer must have its financing under paragraph 6.2 of the Offer.

As a condition to its acceptance of this counteroffer, Buyer shall deliver to Seller the amount of $8,700.00 which shall be applied toward Seller's expenses in removing the underground tank and eliminating or minimizing any contamination. In the event that Seller's actual expenses relating to the tank removal and eliminating or minimizing any contamination (including, but not limited to, the expense of removing and disposing of the tank, backfilling, compacting, repaving, the toxic expert, and testing) are less than $8,700.00, any difference will be immediately returned by Seller to Buyer. Notwithstanding a cancellation or termination of the sale agreement and any provisions of the sale agreement to the contrary, no portion of the $8,700.00 payable by Buyer to Seller under the foregoing which is expended by the Seller in attempting to satisfy or in satisfying the condition in this paragraph 19.D. shall be returned to Buyer.

The parties make the agreements in the following subparagraphs (a) through (c) which, notwithstanding any provisions to the contrary in the sale agreement, shall survive the closing of escrow and a cancellation or termination of the sale agreement and escrow:

(a) The Buyer agrees to cooperate with the underground tank removal and further agrees that the Buyer, at the Buyer's expense, shall remove its tanks and any other property currently on or near the surface of the property over the underground tank which would interfere with its removal.

(b) The parties agree that there shall be no abatement of rent by reason of the removal of the

underground tank, and the Buyer agrees that it shall have no right to make a claim against Seller for damages for interference with Buyer's business or its use of the property caused by Seller's removal of the tank and elimination or minimization of toxic contamination therefrom.

(c) The parties agree that if, in connection with Seller's satisfaction or attempted satisfaction of the condition in this paragraph 19.D., any surface or subsurface toxic contamination is discovered other than contamination caused by parties (other than the Buyer) as a result of leakage from or use of the underground tank, then the Buyer, at the Buyer's sole expense, shall immediately eliminate such toxic contamination or minimize it in compliance with all applicable laws. The foregoing is not intended as a limitation of Seller's current rights to require the Buyer to eliminate or minimize toxic contamination caused by the Buyer on the property based upon current or former leases between the parties or on any other legal basis."

5. Paragraph 19.H. as set forth in the addendum to the Offer is hereby revoked in its entirety and the following is substituted in its place:

"19.H. If the escrow closes in accordance with the terms and conditions of this agreement, the Seller shall convey the property at 12504 East Whittier Boulevard to the Buyer, subject to Seller's lease with the Buyer, and shall convey the property at 12512 East Whittier Boulevard to the Buyer subject to the tenancy of ANB Construction Company. Seller shall have no obligation to evict, to begin eviction proceedings, or to pay the expense of the eviction of ANB Construction Company. The parties acknowledge that if the escrow closes, the properties shall also be conveyed subject to other exceptions to title, as provided in other provisions of the sale agreement."

6. Paragraph 19.I. as set forth in the addendum to the Offer, is hereby revoked in its entirety and the following is substituted in its place:

"19.I. The escrow shall close on or before June 30, 1987. The Buyer, by written notice to the Seller and the escrow holder on or before June 30, 1987, shall have the right at no expense to Buyer, to extend the escrow closing date to July 31, 1987."

7. Notwithstanding paragraph 3.3 of the Offer, the subject property only includes items of property presently located on the subject property which are considered part of the subject real property under California law.

8. The condition in paragraph 6.1 is amended to be a condition that Buyer fund the escrow with proceeds of the loan described in paragraph 6.1.

Paragraph 6.2. of the Offer is hereby amended to read as follows:

"6.2. Buyer hereby agrees to diligently attempt to obtain the New Loan. The funding into escrow of the proceeds of Buyer's described loan on or before the June 30, 1987 closing date shall satisfy the contingency in paragraph 6.1."

The June 30, 1987 date specified in the foregoing paragraph 6.2 shall be automatically extended to July 31, 1987 by Buyer's extension of the escrow period in accordance with paragraph 19.I. as amended by paragraph 6 of this counteroffer.

9. The following additional unnumbered paragraph is hereby added to paragraph 9.3 of the Offer, to immediately follow the words "hereby agrees to pay.":

"In the event that at the closing there are exceptions to title other than the tenancies referred to in

Paragraph 19.H. and exceptions to title approved by the Buyer and described in the preliminary title report, then notwithstanding other provisions to the contrary, the closing of escrow and the date required for the satisfaction of the condition in Paragraph 6 of the Offer (regarding financing) shall be extended to the date which is ten (10) days from Buyer's receipt of written notice of the additional exceptions to title, and during said ten (10) day period, Buyer shall have the right to disapprove, by written notice to the Seller and the escrow holder, any of such additional exceptions of record. If so disapproved by Buyer, the escrow and sale agreement shall be deemed terminated whereupon neither Seller nor Buyer shall have any further liability hereunder, except that Buyer shall be entitled to prompt return of all funds deposited on behalf of Buyer with escrow holder, less all escrow cancellation fees and title charges which Buyer agrees to pay. In the event that the Buyer does not disapprove the additional exceptions to title within said ten (10) day additional escrow period, any and all additional exceptions shall be deemed approved by Buyer, in which case, the title insurance company, at the closing, shall issue its policy of title insurance containing no exceptions other than the tenancies referred to in Paragraph 19.H., those exceptions approved by the Buyer and set forth in the preliminary title report, and said additional exceptions to title approved in writing by the Buyer or deemed approved under the foregoing."

10. Paragraph 9.1(d) of the Offer is hereby revoked in its entirety.

The satisfaction of the following is a condition precedent to each of the parties' obligations under the sale agreement:

On or before the closing, including escrow extensions, if any, exercised in accordance with the sale agreement, Seller shall deliver to Buyer an estoppel certificate

executed by or on behalf of the tenant at 12512 East Whittier Boulevard, in which that tenant acknowledges, to the best of its knowledge, the following: (i) the terms and conditions of any written or oral lease or rental agreement currently in effect, including the amount of monthly rental payable under any such agreement; (ii) the amount of the tenant's deposit with the landlord; and (iii) any default in the obligations of the landlord under the terms of the lease or rental agreement in effect. The parties agree that the Seller shall not be obligated to compensate the tenant or pay tenant's expenses in order to obtain the estoppel certificate.

Buyer's approval of the foregoing estoppel certificate shall be a condition precedent to its obligations under the sale agreement. If Buyer fails to disapprove of the estoppel certificate within five days of its receipt by written notice to Seller and escrow holder, Buyer shall be considered to have approved the estoppel certificate and this condition shall be deemed satisfied.

If Buyer disapproves of the estoppel certificate by written notice to Seller and escrow holder within five (5) days of receipt, then the escrow and sale agreement shall be immediately terminated, in which case deposits on Buyer's behalf into escrow shall be returned to Buyer less all escrow and title charges.

11. Paragraph 10.2 of the Offer, and all subparagraphs thereof, are hereby revoked in their entirety and the following is substituted in their place:

"10.2 At the closing of escrow, Seller shall convey the subject property to Buyer by recorded grant deed and at Buyer's sole expense shall provide Buyer with a standard coverage owner's form policy of title insurance (or if requested by Buyer, an ALTA policy) insuring title vested in Buyer subject only to the following:

(a) Current real estate taxes, of record.

(b) Any trust deed or mortgage executed by Buyer in connection with the purchase.

(c) Nondelinquent bonds and special assessments, of record, or if payable in installments, nondelinquent installments thereof, of record.

(d) Conditions, covenants, restrictions, reservations, easements, rights, and rights-of-way, of record.

(e) The leases or tenancies of Buyer and ANB Construction Company.

At the closing Seller shall also deliver to Buyer assignments of any written leases or rental agreements for the ANB Construction Company tenancy and Buyer's tenancy."

12. Paragraph 11.1(a) is revoked in its entirety.

Seller represents that Seller is the successor trustee of the Fred R. Rippy Trust dated May 21, 1985, and to the best of Seller's knowledge, as successor trustee, Seller is the owner of the subject property and has the legal right to sell the property to the Buyer in accordance with the provisions of this agreement.

The satisfaction of the following is a condition precedent to each of the parties' obligations under the sale agreement:

> Satisfaction of either one of the following: (1) Seller obtaining on or before the closing (including escrow extensions, if any, exercised in accordance with the sale agreement) signed court order confirming that Sellers are the successor trustees of the Fred R. Rippy Trust dated May 21, 1985; or (2) the title insurance company, in connection with the issuance of the title insurance at the closing as provided in this agreement, recognizing Seller's conveyance of the subject property as a valid conveyance by the owners thereof, without the benefit of a signed court order confirming that Sellers are such successor trustee.

If the title insurance company, in connection with the issuance of the title insurance at the closing as provided in this agreement, requires a signed court order confirming that the Seller is the successor trustee of the Fred R. Rippy Trust dated May 21, 1985, prior to recognizing Seller as such successor trustee, Seller shall have the right, at no expense to Seller, to extend the escrow to July 31, 1987 by written notice to Buyer and escrow holder on or before June 30, 1987. In the event that such signed court order has not been obtained on or before July 25, 1987, then Seller shall have the right, at no expense to Seller, to extend the escrow to August 30, 1987 by written notice to Buyer and escrow holder on or before July 31, 1987.

Any extension of escrow by Seller under the foregoing provisions shall automatically also extend to the new escrow closing date, the date by which Buyer must have its financing under paragraph 6.2 of the Offer.

13. The satisfaction of the following is a condition precedent to each of the parties' obligations under this agreement:

> Francine H. Rippy depositing into escrow on or before the closing (including escrow extensions, if any, exercised in accordance with the sale agreement), a signed and notarized quitclaim deed to Seller for the subject property in a form satisfactory to the title company, if required by the title insurance company as a condition to issuing the title insurance policy at the closing.

14. In the event that any of the conditions in paragraph 6 (as amended), paragraph 19.D. (as amended), paragraph 10 of this counteroffer, paragraph 12 of this counteroffer, or paragraph 13 of this counteroffer, have not been satisfied on or before the agreed date for the closing of escrow (including any escrow extensions exercised in accordance with this agreement), then immediately thereafter either party may terminate the sale agreement and the escrow with written notice to the escrow holder

and the other party, in which case deposits on Buyer's behalf into escrow shall be returned to Buyer, less all escrow and title charges, and the parties shall have no further liability hereunder except as expressly so provided.

15. As an exception to paragraph 11.1(c) of the Offer, Seller hereby advises Buyer that Seller believes that the underground tank located on the property at 12504 East Whittier Boulevard may be currently in violation of applicable law and that it may have to be removed or a permit obtained for its operation.

16. As an exception to paragraph 11.1(d) of the Offer, Seller makes no warranties regarding the accuracy or validity of the preliminary title report, any documentation supplied by the title insurance company, and any title policy issued in connection with the sale.

17. Paragraph 11.1(f) of the Offer is hereby revoked in its entirety and no provisions are substituted in its place.

18. Paragraph 11.1(b) is revoked in its entirety.

The parties agree that Seller is making no warranties regarding the condition of the improvements on the subject property. This is an "as is" sale.

19. Subparagraphs 12.1 and 12.2 of the Offer are revoked in their entirety and the following is substituted in their place:

"12.1 Real property taxes shall be prorated as of the date of the closing, based upon the latest tax bill available. The subject property shall be conveyed subject to nondelinquent assessments of record, or if payable in installments, nondelinquent installments thereof. Rental shall be prorated as of the closing. Security deposit shall be delivered to Buyer at the closing. The Buyer shall pay the

premium for the standard coverage owner's or joint protection policy of title insurance, and if Buyer's lender requires an ALTA policy or other additional coverage, all premiums for such additional title insurance coverage.

12.2 The Buyer shall pay all escrow fees, all recording fees in connection with the escrow, all the documentary transfer taxes assessed in connection with the transfer and any other expenses incurred in connection with the escrow." ,

20. The proper identity and address of the Seller is: Paul E. Hendricks and Wayne L. Harvey, Trustees of the Fred R. Rippy Trust dated May 21, 1985, c/o Darling, Wold & Agee, 7239 South Washington Avenue, Suite A, Whittier, California 90608.

All notices under the sale agreement shall be in writing and shall be deemed to have been duly given on the date of service, if personally served, or on the first day after mailing, if mailed to the party to whom the notice is to be given, by first class mail, registered or certified, to the address for such party set forth in the sale agreement.

21. Time is of the essence with respect to all provisions of the sale agreement and the escrow instructions, including, but not limited to, the date for satisfaction of each and every condition and the date for closing of escrow. If the escrow fails to close on the date set forth in the sale agreement (including any escrow extensions exercised in accordance with the sale agreement) either party not then in default may immediately thereafter cancel the sale agreement and the escrow instructions with written notice to the escrow holder and the other party. Such cancellation shall be without prejudice to whatever legal rights Seller and Buyer may have against each other.

22. Buyer shall not have the right to assign its rights or delegate its duties under the sale agreement.

23. Paragraph 19.C. (regarding signing escrow instructions) set forth in the addendum to the Offer, is hereby revoked in its entirety and no provisions are substituted in its place.

The escrow holder shall be Charter Escrow, in Brea, California.

24. This counteroffer may be executed in counterparts, all of which when taken together shall be considered to be the instrument.

25. This counteroffer may only be accepted by compliance with all of the following: (1) Buyer's written acceptance of this counteroffer; (2) broker's execution of the written confirmation following Buyer's signature lines regarding the fact that Seller has no obligation to broker with respect to real estate commission; and (3) delivery of Buyer's written acceptance and broker's written confirmation together with both Buyer's $5,000.00 deposit payable to Seller, and Buyer's $8,700.00 payment toward Seller's expenses incurred under paragraph 19.D. (regarding tank removal and elimination of toxic contamination) to Seller at Darling, Wold & Agee, Certified Public Accountants, 7239 South Washington Avenue, Suite A, Whittier, California 90608, on or before June 12, 1987, at 5:00 p.m. In the event that this counteroffer is not accepted by compliance with all of the foregoing conditions, then this counteroffer shall be deemed revoked.

_____
Wayne L. Harvey, Trustee of the
Fred R. Rippy Trust dated 5/21/85

_____
Paul E. Hendricks, Trustee of the
Fred R. Rippy Trust dated 5/21/85

The undersigned Buyer agrees to purchase the property on the terms and conditions stated in the aforementioned Offer as modified and amended by the foregoing counteroffer dated May 29, 1987.

Omega Resource Recovery
Systems, Inc.

By_____

The undersigned brokers hereby confirm that the Seller has no obligation to pay a real estate commission in any amount to the undersigned broker in connection with the foregoing sale from Seller to Buyer.

Cushman & Wakefield of
California, Inc.

By_____

STANDARD OFFER AND AGREEMENT FOR PURCHASE OF REAL ESTATE

American Industrial Real Estate Association

Whittier, California (City) — May 21, 1987 (Date)

1. Buyer. OMEGA RESOURCE RECOVERY SYSTEMS, INC. ("Buyer") hereby offers to purchase the real property hereinafter described upon the terms and conditions herein set forth. Buyer shall have the right to assign Buyer's rights hereunder. Such assignment shall not relieve Buyer of Buyer's obligations herein unless the "Seller" accepting this offer expressly so agrees.

2. Broker. This offer is being submitted to the Seller through CUSHMAN & WAKEFIELD OF CALIFORNIA, INC. ("Broker"), who is the procuring cause of this offer.

3. Property.

3.1 The real property ("Property") which is the subject of this offer is located in the City of Whittier County of Los Angeles, State of California, and is commonly known as 12504 and 12512 East Whittier Boulevard, Whittier, California 90602

The Property is legally described as follows: Parcels 4 and 5 of Los Angeles County Tax Assessor's Book 8170, Page 29.

3.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalidated and the legal description shall be completed or corrected to meet the requirements of the title insurance company named in Paragraph 8(a).

3.3 The Property includes not only those items which the law of the State of California provides is part of the "Property" but also includes, at no additional cost to Buyer, the following items, if any, presently located in the Property: lighting fixtures, power panels, buss ducting, space heaters, air conditioning equipment, air lines and conduits, and all other fixtures located on these properties as of May 21, 1987.

4. Deposit.

4.1 Buyer hereby delivers to Broker a check in the sum of $ 5,000.00 ("Deposit"), to apply toward the herein set forth Purchase Price.

4.2 Broker is authorized by Buyer to place the Deposit in Broker's trust account. If this offer, or any other offer made by Buyer is accepted by the Seller of the Property, Broker shall cause the Deposit to be applied toward the purchase price of the Property.

5. Purchase Price.

5.1 The Purchase Price to be paid by Buyer to Seller for the Property shall be $ SEE ADDENDUM, payable as follows:

~~(a) Cash down payment, including Deposit (or if an all cash transaction, the Purchase Price) $~~

(strike if not applicable) (b) Amount of "New Loan" as defined in Paragraph 6.1, if any: $

(strike if not applicable) (c) Buyer shall take title subject to a first deed of trust ("Existing Deed of Trust") securing a promissory note ("Existing Note") with an unpaid balance as of the close of escrow of $. Said Existing Note is payable at $ per month including interest, at the rate of % per annum, until paid (or the entire unpaid balance is due on)

(strike if not applicable) (d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the Property to secure the promissory note ("Purchase Money Note") of Buyer to Seller for $

Total $

~~5.2 The Purchase Money Note (if applicable) shall provide for interest on unpaid principal at the rate of % per annum, with principal and interest to be paid as follows~~

The Purchase Money Note and the Purchase Money Deed of Trust shall provide that in the event the Trustor voluntarily or involuntarily divests himself partially or totally of title to the Property or any portion thereof other than by a lease or sublease then the beneficiary may, at its option, accelerate the entire unpaid principal balance of the Purchase Money Note.

5.3 The Purchase Money Note and Purchase Money Deed of Trust, if any, shall be on the current forms commonly used by the escrow holder and the Purchase Money Note shall specifically provide that principal may be prepaid in whole or in part at any time without penalty, at the option of Buyer.

5.4 Upon opening of escrow, Buyer shall deposit with Escrow Holder the sum of $ 5,000.00, including the Deposit, to apply toward the Purchase Price. The balance of the cash portion of the Purchase price including Buyer's escrow charges and other cash charges, if any, shall be deposited with Escrow Holder, by certified check or cashier's check no later than 2:00 o'clock P.M. on the business day prior to the escrow closing date.

~~5.5 In the event that a Beneficiary Statement as to an Existing Note discloses that the unpaid principal balance at the Closing is more or less than~~ the amount set forth in Paragraph 5.1(b) or (c) hereof, then the Purchase Money Note, if any, shall be adjusted accordingly, and if there is no Purchase Money Note, the adjustment shall be made in cash at the Closing.

6. Financing Contingency. *(strike if not applicable)*

6.1 This offer is contingent upon Buyer obtaining from an insurance company, savings and loan association or other financial institution or from any correspondent or agent thereof, a commitment to lend to Buyer a sum not less than $ 400,000.00 ("New Loan"), at an interest rate not to exceed 11 % per annum payable in equal monthly installments, including interest, over a period of not less than 30 years, with a loan fee of not to exceed % of the amount of the New Loan. The New Loan shall be secured by a first deed of trust on the Property and shall be on such other terms and conditions which are usually required by such lender.

6.2 Buyer hereby agrees to diligently attempt to obtain the New Loan. If Buyer shall fail to notify Broker and Seller, in writing, that said financing commitment has not been obtained within thirty (30) days of the date Seller has accepted Buyer's offer, then it shall be conclusively presumed that Buyer has either obtained said commitment or has waived this financing contingency.

EXHIBIT A

6.3 If Buyer shall notify Broker and Seller, in writing, within the time specified in Paragraph 6.2 hereof, that Buyer has not obtained said commitment, then this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of Buyer's Deposit and any funds deposited by Buyer with the hereinafter described Escrow Holder, less only escrow cancellation fees and costs, and title company charges which Buyer shall pay.

6.4 If the amount of the New Loan actually obtained by Buyer is greater than the amount set forth in Paragraph 6.1 hereof and if Seller is receiving a Purchase Money Note from Buyer in this transaction, then the excess of the actual face amount of the New Loan over the amount specified in Paragraph 6.1 hereof shall reduce the face amount of the Purchase Money Note, and the monthly payments of principal and interest shall be reduced prorata.

6.5 In the event there is to be a New Loan and if there now exists on the Property an existing deed of trust then Seller shall remove said existing deed of trust and bear all costs in connection therewith on or before the time set for the close of the hereinafter described escrow.

7. Escrow.

7.1 Commerce Escrow Company is hereby designated as the Escrow Holder for the purposes of carrying out the terms hereof.

7.2 Upon acceptance hereof by Seller, Broker shall request that the Escrow Holder promptly prepare escrow instructions, on its usual form, for the purchase and sale of the Property upon the terms and provisions hereof. Said Escrow instructions shall be promptly signed by Buyer and Seller. The escrow shall be deemed to be "opened" as of the date fully executed counterparts of such instructions are delivered to the Escrow Holder by Buyer and Seller. The escrow instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly set forth therein. At the option of Escrow Holder this document may be considered as its escrow instructions, with such further instructions as Escrow Holder shall require, in order to clarify the duties and responsibilities of the Escrow Holder.

8. Preliminary Title Report and Documents. Promptly after the opening of escrow, Seller, at Seller's expense, shall furnish Buyer with the following:

(a) A preliminary title report on the Property issued by Continental Land Title Company together with copies of all documents referred to in such report ("PTR").

(b) Copies of any Existing Note and Existing Deed of Trust on the Property if Buyer is to accept title subject thereto.

(c) Copies of all currently effective tenant leases, rental agreements or other agreements, if any, relating to the Property which are to remain in effect after Buyer takes title to the Property.

9. Conditions Precedent to Consummation of Sale.

9.1 The following are conditions precedent to the consummation of this transaction:

(a) The satisfaction or waiver of the financing contingency, if any, set forth in Paragraph 6 hereof.

(b) Buyer's written approval of the PTR and the documents referred to in Paragraph 8(b) and (c) hereof, if applicable.

(c) Buyer's inspection and written approval of a Beneficiary's Statement as to any Existing Note and Existing Deed of Trust which is to remain on the Property and, if required, the consent of the holder thereof to the sale and conveyance of the Property without acceleration thereof and without change in the terms thereof. Seller shall provide said Beneficiary Statement within ten days after the PTR is approved.

(d) Buyer's receipt and approval of estoppel certificates (to be procured by Seller) from tenants of the Property who will remain after title to the Property is transferred to Buyer.

9.2 If Buyer shall fail to approve or disapprove the matters referred to in Paragraph 9.1(b), (c) and (d) hereof, in writing, 10 days after receipt thereof, it shall be conclusively presumed that Buyer has approved said matters.

9.3 If Buyer shall disapprove or conditionally approve the PTR, or any part thereof, or any of the items referred to in Paragraphs 9.1(b), (c) or (d) hereof, then for a period of ten days after written notice by Buyer to Seller of said disapproval or conditional approval, Seller shall have the right to cure said disapproved or conditionally approved items, prior to the close of escrow, or elect not to cure said disapproved items. Notice of Seller's written election shall be given to Buyer. If Seller shall elect not to cure all of said items, then for a period of ten days after said written notice to Buyer, Buyer shall have the right to either accept title to the Property subject to said items or to terminate this transaction. Buyer shall give written notice to Seller of Buyer's election within ten days after the expiration of the time in which Seller shall have been required to respond to Buyer's notice of disapproval or conditional approval. If Buyer shall fail to give Seller such written notice of Buyer's election within the time specified, it shall be conclusively presumed that Buyer has elected to terminate this transaction. If Buyer elects to terminate this transaction, thereafter neither Buyer nor Seller shall have any further liability hereunder, except that Buyer shall be entitled to the prompt return of all funds deposited by Buyer with Escrow Holder, less only escrow cancellation fees and costs and title company charges, which Buyer hereby agrees to pay.

9.4 All notices called for herein shall be in writing and shall be delivered to Seller, Buyer, Broker and Escrow Holder at the addresses set forth in this document.

10. Closing.

10.1 Escrow Holder shall close ("Closing") the transaction on June 30, 1987 or sooner, but the parties may, in writing, extend the date thereof.

10.2 Seller shall deliver or cause to be delivered to Buyer through escrow:

(a) A grant deed in proper form duly executed and recordable conveying to Buyer fee title to the Property subject only to the exceptions approved by Buyer pursuant to Paragraph 9 hereof.

(b) A standard coverage owner's form policy of title insurance issued by the title company named in Paragraph 8(a) above in the full amount of the Purchase Price insuring title vested in Buyer subject only to the exceptions approved by Buyer pursuant to Paragraph 9 hereof. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy.

(c) If applicable, the original leases referred to in Paragraph 8(c) and assignments thereof to Buyer. The assignments shall be duly executed and recordable.

(d) Estoppel certificates executed by or on behalf of all tenants under said leases, acknowledging that the respective leases are in full force and effect in accordance with the respective terms thereof and are not in default, and setting forth all other material facts concerning the status of the lease, lease rent and the Property.

(e) Beneficiary's statement and, if required, consent to the sale, without acceleration or change in any terms of the loan, executed by the holder of the Existing Note and acknowledging that the Existing Note and Existing Deed of Trust are not in default.

10.3 Buyer shall deliver or cause to be delivered to Seller through escrow:

(a) The Purchase Price as set forth in Paragraph 5.

(b) If applicable, the Purchase Money Note and Purchase Money Deed of Trust in proper form duly executed. The Purchase Money Deed of Trust shall be in recordable form.

10.4 Both parties shall execute and deliver through escrow any other documents or instruments which are reasonably necessary in order to consummate the purchase and sale of the Property.

11. Representations and Warranties of Seller and Disclaimer.

11.1 Seller hereby covenants, warrants and represents as hereinafter set forth:

(a) Seller is the owner of and has full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein and to carry out Seller's obligations hereunder.

(b) Until the Closing, Seller shall maintain the Property in its present condition, ordinary wear and tear excepted.

(c) Seller has no knowledge of any order or directive of the applicable Department of Building and Safety, Health Department or any other City, County, State or Federal authority that any work of repair, maintenance or improvement be performed on the Property.

(d) All of the documents, information and records provided in accordance with Paragraphs 8, 9 and 10 hereof shall contain true and accurate information except as otherwise noted to Buyer in writing.

(e) There have been no amendments or modifications, written or oral, to any of the leases or other agreements provided pursuant to Paragraphs 8(b) or (c) hereof, except as noted in the estoppel certificates.

(f) The Property ~~is~~ (is not) ~~[illegible]~~ situated in a Special Study Zone as designated under the Alquist-Priolo Geologic Hazard Act, Sections 2621 et seq. of the California Public Resources Code, and if so situated, the construction or development on the Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the city or county under the terms of such Act.

11.2 Buyer hereby acknowledges that notwithstanding the foregoing warranties:

(a) Unless otherwise noted in this document, buyer is purchasing the Property in its existing physical condition.

(b) Neither Seller nor Broker has, unless otherwise noted in this document, made any representation or warranty to Buyer concerning the Property or any aspect of the Occupational Safety and Health Act, or any similar act, ordinance or law, and that Buyer is relying upon Buyer's own independent investigation of the Property in making this offer.

12. Prorations and Expenses.

12.1 Real property taxes shall be prorated as of the date of the Closing, based upon the latest tax bill available. Assessments of record shall be (paid by Seller) ~~[illegible]~~. Rentals, interest on the Existing Note, utilities, operating expenses and premiums for fire and extended coverage insurance on the Property, as handed to Escrow Holder, shall be prorated as of the date of the Closing. Security Deposits shall be delivered to Buyer at the Closing. Seller shall pay the premium for the standard coverage owner's or joint protection policy of title insurance.

12.2 Buyer and Seller shall each pay one-half of the usual escrow fees, and Seller shall pay the usual recording fees and any required documentary transfer taxes.

13. Possession. Possession of the Property shall be delivered to Buyer at, and the rents, issues and profits of the Property shall accrue to Buyer from, the date of Closing.

14. Attorneys' Fees. In the event of any litigation between the Buyer, Seller, and Broker, or any of them, concerning this transaction, the prevailing party shall be entitled to reasonable attorneys' fees.

15. Integration. The contract resulting from Seller's acceptance hereof supersedes any and all agreements between Seller and Buyer regarding the Property.

~~**16. Broker's Rights.** In addition to all other rights and remedies of Broker, if this offer or any counteroffer acceptable to Buyer shall be accepted by Seller or Buyer, and if this sale shall not be consummated due to the default of Buyer, the Buyer shall be liable to and shall pay to Broker a sum equal to _____ % of the Purchase Price as broker's fee for services rendered in this transaction.~~

17. Acceptance.

17.1 Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions herein set forth.

17.2 This offer to purchase by Buyer shall remain irrevocably open until 5:00 p.m. on May 21, 1987 and if not accepted by Seller by said date shall be deemed revoked, and Broker shall return the Deposit to Buyer unless Buyer informs Broker that the parties are still negotiating, in which event the Deposit shall be returned to Buyer when the negotiations are terminated or upon the demand of Buyer, whichever first occurs.

17.3 If Seller accepts this offer to purchase within the time limit specified, communication of the acceptance to Buyer shall be deemed satisfied if Broker orally notifies Buyer of the acceptance by said date and delivers to Buyer in person or by United States mail one copy executed by the Seller within forty-eight hours thereafter. Upon the closing, Broker is authorized to publicize the sale price, terms and financing of this transaction.

18. Time. Time is of the essence of this offer.

19. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto on a rider: [If none, so state; if rider is attached, then so state.]

See Addendum attached hereto and made a part hereof.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Dated: May 20, 1987

DENNIS R. O'MEARA
President

OMEGA RESOURCE RECOVERY SYSTEMS, INC.
"BUYER"

12504 East Whittier Boulevard
Address of Buyer Whittier, California 90602

Telephone Number of Buyer

CUSHMAN & WAKEFIELD OF CALIFORNIA, INC.
Real Estate Broker

By David McKenney
Senior Vice President/Branch Manager

515 South Flower Street, Suite 2200
Los Angeles, California 90071
Address of Broker

213/485-1424
Telephone Number of Broker

20. Acceptance.

20.1 The undersigned Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified. The undersigned Seller acknowledges that ~~Seller~~ Buyer has employed Broker to sell the Property.

20.2 In consideration of real estate brokerage service rendered by Broker to ~~Seller~~ Buyer, the ~~undersigned Seller~~ Buyer aboveesigned Buyer agrees to pay Broker a real estate brokerage fee in a sum equal to 5 % of the Purchase Price. This agreement shall serve as an instruction to the Escrow Holder to pay such brokerage fee to Broker at close of escrow.

20.3 The undersigned Seller acknowledges receipt of a copy hereof and authorizes Broker to deliver a signed copy to Buyer.

Dated: _____

MRS. FRANCINE R. RIPPY

MR. PAUL HENDRICKS, EXECUTOR FOR THE ESTATE OF FRED R. RIPPY

~~XXXXXX~~

~~XXXXXXXXXX~~ MR. WAYNE HARVEY
EXECUTOR FOR THE ESTATE OF FRED R. RIPPY

~~Telephone Number of Seller~~

PLEASE INITIAL

If this Agreement has been filled in it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction relating thereto.

ADDENDUM TO THE
STANDARD OFFER AND AGREEMENT
FOR THE PURCHASE OF REAL ESTATE
DATED MAY 21, 1987
BETWEEN OMEGA RESOURCE RECOVERY SYSTEMS, INC.
AS "BUYER"
AND
MRS. FRANCINE R. RIPPY,
MR. WAYNE HARVEY: EXECUTOR FOR THE ESTATE OF FRED R. RIPPY,
MR. PAUL HENDRICKS: EXECUTOR FOR THE ESTATE OF FRED R. RIPPY
AS "SELLER"
FOR THE PROPERTIES LOCATED AT
12504 AND 12512 EAST WHITTIER BOULEVARD
WHITTIER, CALIFORNIA

Paragraph 5. Purchase Price.

Upon the Opening of Escrow, Buyer will deposit with Escrow Holder $5,000.00, as defined in Paragraph 5.4 of this Agreement.

Prior to the Close of Escrow, deposited in accordance with Paragraph 10 of this Agreement and all other conditions of the Agreement, Buyer will deposit with Escrow Holder an additional $451,000.00. Upon the successful close of Escrow, Escrow Holder is hereby instructed to disperse the total $456,000.00 accordingly:

$420,000.00 to the Seller (or Seller's Account with Escrow Holder)

$21,000.00 to Cushman & Wakefield of California, Inc.

$14,000.00 for closing costs and/or to the agencies, financial institutions, or others that Buyer shall define prior to the Close of Escrow.

The Close of this Escrow is contingent upon Buyer gaining financing, as generally outlined in Paragraph 6.1.

Paragraph 19. Additional Provisions

A. Buyer will have until June 15, 1987 to review and approve all contingencies including but not limited to soils analysis, environmental review, economic analysis, governmental approvals, and building and use permits. If Buyer disapproves any of such contingencies, Buyer will express such disapproval in writing to the Escrow Holder prior to June 15, 1987. Otherwise, all such contingencies will be deemed approved.

B. Seller will not encumber the property with any leases or other agreements or encumbrances from May 21, 1987 through the Escrow Term.

C. This transaction is contingent upon Buyer and Seller executing Escrow Instructions prior to June 5, 1987.

D. Buyer, at Buyer's sole cost and expense shall remove all underground tanks at 12504 East Whittier Boulevard, Whittier. Should the property be contaminated due to leakage from said underground tank, Seller at his sole cost and expense shall be responsible for correcting the contamination. Seller will remedy any and all toxic contamination at the ANB property at 12512 East Whittier Boulevard, Whittier. Seller will make all such remedies in accordance with all government requirements, within ninety (90) days following the close of Escrow.

PLEASE INITIAL

E. Buyer shall be responsible for all normal and reasonable closing costs.

F. All property taxes and rents associated with the Omega facility and the ANB facility shall be pro-rated and paid to the appropriate parties.

G. All rental deposits on both the ANB property and the Omega property shall be returned to BUyer upon the close of escrow.

H. Seller shall be responsible for serving thirty (30) day notice to tenant on the ANB property and for tenants orderly departure. Said notice must be given prior to the Close of Escrow. Said departure must be within thirty (30) days following the Close of Escrow. This Escrow is contingent upon Buyer's review and approval of the existing lease with said tenant.

I. The escrow period shall commence by May 21, 1987 and will close within thirty (30) days. Buyer reserves the right to extend the escrow thirty (30) days at no cost and with no penalty to him, and may close the Ecrow upon receipt of financing.

J. Sellers will provide their formal, legal and appropriate identities and addresses to Escrow by June 5, 1987.

PLEASE INITIAL

THOMSON & NELSON
A PROFESSIONAL LAW CORPORATION

ALEXANDER D. THOMSON
JOHN G. NELSON
PAUL H. MILLER
RAYMOND A. TABAR
ELIZABETH M. MATTHIAS
MICHAEL P. ASHBY
WILLIAM B. SMITH

15111 EAST WHITTIER BOULEVARD, SUITE 400
WHITTIER, CALIFORNIA 90603

TELEPHONE
(213) 945-3536
(714) 680-0674

August 28, 1987

Paul E. Hendricks and
Wayne L. Harvey, cotrustees
of the Fred Rippy Trust
c/o Darling, Wold & Agee
P.O. Box 348
Whittier, California 90608

Dear Paul and Wayne:

We enclose a copy of the report prepared by Leighton and Associates, Inc. with respect to the removal of the underground storage tank at the Omega Resource Recovery Systems, Inc. property. Please note that this is only the report originally contracted for and not the report which is being prepared for the County. That additional report is scheduled for completion by September 1st.

If you have any questions, please give me a call.

Very truly yours,

Mike

Michael P. Ashby
for Thomson & Nelson

MPA:lj
Enclosure

CC Dennis O'Meara
Omega Resource Recovery Systems, Inc.
(with copy of enclosure)

LEIGHTON and ASSOCIATES
INCORPORATED

•SOIL ENGINEERING •GEOLOGY •GEOPHYSICS •GROUND WATER •MATERIALS TESTING •HAZARDOUS WASTE ASSESSMENT

August 26, 1987

Project No. 40870825-02

TO: Darling, Wold and Agee
P. O. Box 348
Whittier, California 90608

ATTENTION: Messrs. Paul E. Hendricks and Wayne L. Harvey
Trustees

SUBJECT: Results of Laboratory Analysis Performed on Soil Samples Collected After the Removal of an Underground Tank, Located on the Fred R. Rippy Trust Property, 12512 East Whittier Boulevard, Whittier, California

Introduction

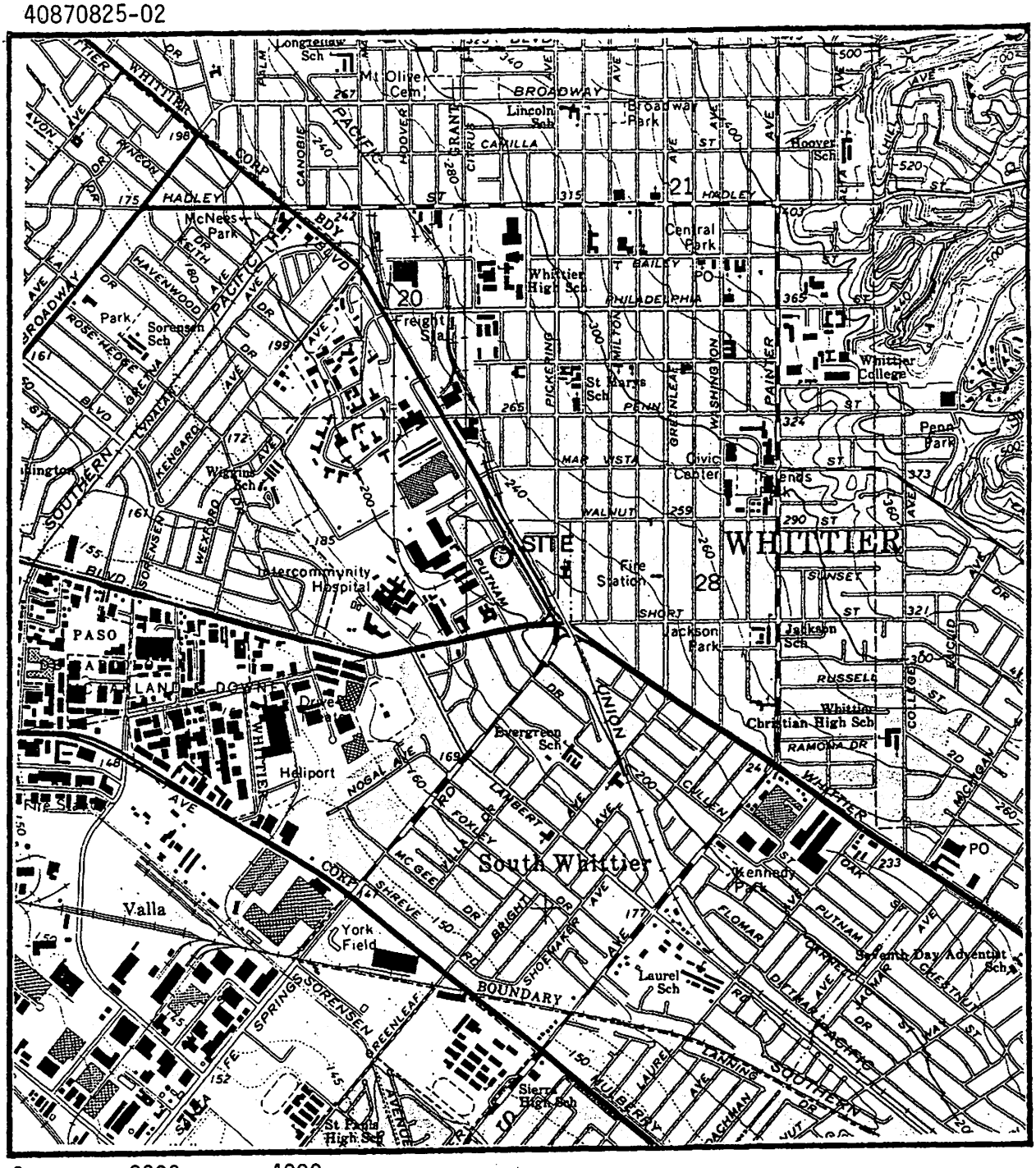
In accordance with your request, Leighton and Associates, Inc. has conducted soil sampling beneath one removed underground storage tank at the subject site. The purpose of this investigation was to collect and analyze soil samples from beneath the underground tank, as required by the County of Los Angeles Department of Public Works (LADPW). This report presents the results of our investigation.

Accompanying Map, Illustration, and Appendices

Index Map (2000-scale) - Page 2
Figure 1 - Site Map
Appendix A - Soil Sampling and Procedures
Appendix B - Laboratory Results and Chain-of-Custody Records

667 BREA CANYON ROAD, SUITE 31, WALNUT, CALIFORNIA 91789
(818) 965-4874 • (714) 598-2856
TELEX 249208 LAGEO UR
REGIONAL OFFICES SERVING THE COUNTIES OF: ORANGE, LOS ANGELES, VENTURA, SAN DIEGO, RIVERSIDE/SAN BERNARDINO AND THE COACHELLA AND SANTA CLARITA VALLEY AREAS.

40870825-02



INDEX MAP

OF

RIPPY TRUST

(OMEGA RECOVERY SYSTEMS)

12504 East Whittier Boulevard

(Subject Site Shown in Yellow)

BASE MAP: USGS Whittier 7-1/2 Minute Quadrangle

LEIGHTON and ASSOCIATES INCORPORATED

Scope of Work

The following scope of work was proposed and implemented:

- Observe and record tank removal activities.
- Collect and visually describe soil types beneath the one removed underground storage tank (unknown contents).
- Laboratory analysis by a Department of Health Services certified laboratory.
- Preparation of a letter report containing results of laboratory analysis and summary of findings.

Field Investigation

On August 8, 1987, one 500-gallon underground tank was unearthed and removed from the subject site. The bottom depth of the tank was approximately eight feet below grade. No representative from the LADPW was present when the tank was removed. Inspectors from the Los Angeles County Fire Department did observe the tank removal process. A Leighton and Associates, Inc. geologist visually observed the excavation. A strong solvent odor was noticed by personnel onsite. The Photoionization detector (a device used to measure the presence of volatile organic compounds) detected no measurable volatile organic vapors during the tank removal operations.

During removal of the concrete pad and tank overburden, the roof of the west end of the tank collapsed, allowing a small amount of soil to spill into the tank. A plywood board was placed over the hole to prevent additional soil from entering and possibly being contaminated by the contents of the tank. Close inspection of the exhumed tank revealed that it was badly corroded in the area where the tank had collapsed.

Upon removal of the tank, approximately 50 gallons of residual liquid was found in the bottom of the tank. A preliminary chemical scan of the residual fluid was performed onsite by a chemist from Omega Recovery Systems (the present tenant). The preliminary test results indicated that the fluid was primarily water with small amounts of various hydrocarbons and solvents.

The excavated soils were separated onsite into two separate stockpiles: one pile represented the soils that were removed from the excavation, and the other pile consisted of the soils that had spilled into the tank.

Two soil samples (E-1 and E-2) were collected at 10 and 12 feet below grade (two and four feet below the base of the tank). Three additional soil samples were collected from the stockpiled soils (see Site Map, Figure 1). Sample SP-1 was taken from soils obtained from inside the tank, and SP-2A and SP-2B were collected from excavated soils. No field detectable signs of contamination (staining or odors) were observed in the soil samples from beneath the tank or in the excavation stockpiled soils. The three stockpile soil samples were collected from a 6-inch depth at three points within the soil pile. All the

soil samples were collected in accordance with EPA Standard Methods, as outlined in Appendix A.

The soils were analyzed by Associated Laboratories, a Department of Health Services' certified laboratory. EPA Test Methods 8010 (purgeable halogenated volatile organics), modified 8015 (purgeable non-halogenated volatile organics), 8020 (aromatic volatile organics), and 8240 (volatile organics) were performed on the two soil samples collected from beneath the tank (E-1 and E-2). Sample SP-1, representing the soil that had spilled into the tank, was analyzed by EPA Test Method 8240. The other samples collected from the excavation soil stockpile were not analyzed (see Appendix B for laboratory results and chain-of-custody records).

Results

The soils that were encountered within the tank excavation were medium to dark brown, moderately sorted, medium density, silts and sandy silts.

Relatively low to moderate levels of petroleum hydrocarbons and solvent contamination were detected in the soils beneath the subject tank. In nearly all cases, the detected contaminants appear to be increasing in concentration with depth. The results of the petroleum hydrocarbon analyses show the concentration ranging from 11 ppm at 10 feet below grade (BG) to 300 ppm at 12 feet BG. Benzene, Toluene, Ethyl Benzene, and Xylene were not detected at 10 feet BG, but were detected in relatively low concentrations (.3 to .4 ppm Toluene, Ethyl Benzene, Xylenes; Benzene was not detected) at 12 feet BG. The four purgeable organic compounds that were detected by EPA Test Method 8010 also showed increasing concentrations with depth, as did 9 of the 11 compounds detected in the EPA Test Method 8240 scan (see laboratory results in Appendix B).

The small stockpile, constituting the soils that had spilled into the tank while it was being exhumed, contained detectable amounts of Methylene chloride (26 ppb), Acetone (236 ppb), 1,1,2-Trichloroethane (162 ppb), Tetrachloroethylene (410 ppb), and O-Xylene (9 ppb).

Summary of Findings and Conclusions

Based on the results of our investigation, we present the following findings and conclusions:

1. Laboratory analysis of soils sampled from beneath the tank indicates the presence of petroleum hydrocarbons and solvents in the soils.

2. Of the 13 potentially hazardous compounds that were identified in the soils during this investigation, all but three appear to be increasing in concentration with depth.

3. Due to the similarities in the chemical makeup of both the fluid found in the tank and the contaminants found in the soil, it would appear that the tank may be a contributory source for the contamination. However, since

these same chemicals can be found elsewhere on the site, there is insufficient evidence at this time to preclude the possibility of other contamination sources.

4. The lateral and vertical extent of the soil contamination, and the impact (if any) to local ground water resources are unknown at this time and should be examined.

If you have any questions regarding our report, please do not hesitate to contact Mr. David Lloyd at this office. We appreciate this opportunity to be of service.

Respectfully submitted,

LEIGHTON AND ASSOCIATES, INC.

David Lloyd
Project Geologist

Thomas E. Mills
Director, Environmental Services

TMD/DL/TM/rsh/ls

Distribution: (3) Addressee

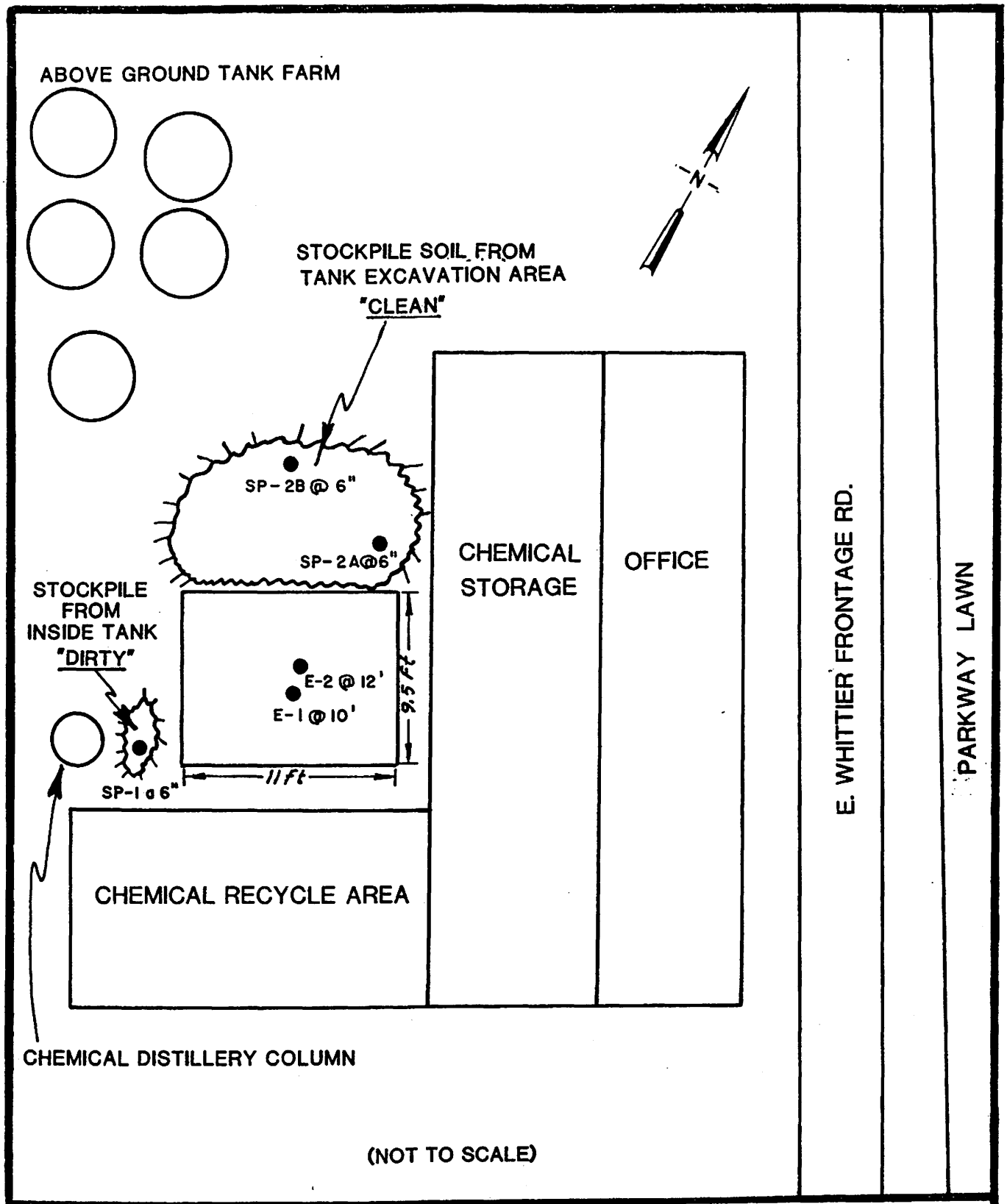


FIGURE 1

RIPPY TRUST

12504 E. WHITTIER BLVD. WHITTIER, CA

Proj: 40870825-02	Scale: None	Date: 8/26/87
Engineer/Geologist: G K	Drafting By: nh	

LEIGHTON and ASSOCIATES, INC.

APPENDIX A

LEIGHTON and ASSOCIATES
INCORPORATED

APPENDIX A

SOIL SAMPLING AND PROCEDURES

1. Soils encountered during excavating operations were visually classified by a Leighton and Associates, Inc. geologist.

2. Soils were collected from grab samples from the bucket of a backhoe. Soils were placed in a brass ring (2.5-inch O.D., 3 inches in length).

3. Soil samples were sealed with Teflon tape, PVC caps, and duct tape. Samples were also labeled, placed on ice, and manifested on a Chain-of-Custody record prior to being transported to Associated Laboratories, a California DOHS-certified laboratory in Orange County on May 14, 1987.

APPENDIX B

LEIGHTON and ASSOCIATES
INCORPORATED

ASSOCIATED LABORATORIES
806 North Batavia - Orange, California 92668 - 714/771-6900

CLIENT
Leighton & Associates (1719)
667 Brea Canyon Road
Suite 31
Walnut, CA 91789
Attn: David Lloyd

LAB NO F36909-1
REPORTED 08/17/87

SAMPLE Soil
RECEIVED 08/07/87

IDENTIFICATION Project # 40870825-02, Rippiy Trust
Rippiy Trust, Whittier, CA
As Submitted

BASED ON SAMPLE

	E-1 @ 10'	E-2 @ 12'
Total Hydrocarbons (8015) (mg/kg)	11	300
Benzene (mg/kg)	ND< 0.05	ND< 0.05
Toluene (mg/kg)	ND< 0.05	0.4
Ethyl Benzene (mg/kg)	ND< 0.1	0.3
Total Xylene (8020) (mg/kg)	ND< 0.1	0.4

EPA Method 8010	E-1 @ 10'	E-2 @ 12'
1,1,1-Trichloroethane	None Detected	4.0 mg/kg
Tetrachloroethene	0.24 mg/kg	2.7 mg/kg
Methylene chloride	None Detected	1.3 mg/kg
1,1-Dichloroethane	None Detected	0.12 mg/kg

All other compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES

Edward S. Behare, Ph.D.

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

ASSOCIATED LABORATORIES
806 North Batavia - Orange, California 92668 - 714/771-6900

CLIENT
Leighton & Associates (1719)
667 Brea Canyon Road
Suite 31
Walnut, CA 91789
Attn: David Lloyd

LAB NO F36909-2
REPORTED 08/17/87

SAMPLE Soil
RECEIVED 08/07/87

IDENTIFICATION Project # 40870825-02, Rippiy Trust
Rippiy Trust, Whittier, CA
As Submitted

BASED ON SAMPLE

Purgeable Organics EPA 8240:	E-1 @ 10'	E-2 @ 12'	SP-1 @ 6'
Methylene chloride	----	1,700 µg/kg	26 µg/kg
Acetone	46 µg/kg	13,800 µg/kg	236 µg/kg
1,1-Dichloroethane	----	156 µg/kg	----
1,1,1-Trichloroethane	----	3,500 µg/kg	----
1,1,2-Trichloroethane	----	166 µg/kg	162 µg/kg
4-Methyl-2-pentanone	6 µg/kg	----	----
Tetrachloroethylene	200 µg/kg	----	410 µg/kg
Tetrachloroethene	----	3,000 µg/kg	----
Toluene	----	295 µg/kg	----
Ethylbenzene	----	176 µg/kg	----
o-Xylene	----	490 µg/kg	9 µg/kg

All other compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES

Edward S. Behare, Ph.D.

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

ASSOCIATED LABORATORIES
806 North Batavia - Orange, California 92668 - 714/771-6900

CLIENT

Leighton & Associates (1719)
667 Brea Canyon Road
Suite 31
Walnut, CA 91789
Attn: David Lloyd

LAB NO F36909-3

REPORTED 08/17/87

SAMPLE Soil

RECEIVED 08/07/87

IDENTIFICATION Project # 40870825-02, Rippiy Trust
Rippiy Trust, Whittier, CA

BASED ON SAMPLE As Submitted

	E-1 @ 10'
Total Hydrocarbons (8015)	11 mg/kg

ASSOCIATED LABORATORIES

Edward S. Behare, Ph.D.

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

Client: Leighton & Associates
Lab No.: F36909
Date: August 17, 1987

PURGEABLE ORGANICS EPA METHOD 8240:	LIMITS OF DETECTION
Chloromethane	ND< 30.0 µg/kg
Bromomethane	ND< 30.0 µg/kg
Vinyl Chloride	ND< 30.0 µg/kg
Chloroethane	ND< 30.0 µg/kg
Methylene Chloride	ND< 50.0 µg/kg
Acetone	ND< 50.0 µg/kg
Acrolein	ND< 50.0 µg/kg
Acrylonitrile	ND< 50.0 µg/kg
Carbon Disulfide	ND< 5.0 µg/kg
1,1-Dichloroethene	ND< 5.0 µg/kg
1,1-Dichloroethane	ND< 5.0 µg/kg
Trans-1,2-Dichloroethene	ND< 5.0 µg/kg
Tetrahydrofuran	ND< 5.0 µg/kg
Trichlorofluoromethane	ND< 5.0 µg/kg
Freon-TF	ND< 5.0 µg/kg
Ethylene Dibromide	ND< 5.0 µg/kg
1,4-Dioxane	ND< 5.0 µg/kg
1,2-Dibromo-3-Chloropropane	ND< 5.0 µg/kg
Chloroform	ND< 5.0 µg/kg
1,2-Dichloroethane	ND< 5.0 µg/kg
2-Butanone	ND< 50.0 µg/kg
1,1,1-Trichloroethane	ND< 5.0 µg/kg
Carbon Tetrachloride	ND< 5.0 µg/kg
Vinyl Acetate	ND< 30.0 µg/kg
Bromodichloromethane	ND< 5.0 µg/kg
1,1,2,2-Tetrachloroethane	ND< 5.0 µg/kg
1,2-Dichloropropane	ND< 5.0 µg/kg
Trans-1,3-Dichloropropene	ND< 5.0 µg/kg
Trichloroethene	ND< 5.0 µg/kg
Chlorodibromomethane	ND< 5.0 µg/kg
1,1,2-Trichloroethane	ND< 5.0 µg/kg
Benzene	ND< 5.0 µg/kg
Cis-1,3-Dichloropropene	ND< 5.0 µg/kg
2-Chloroethylvinyl Ether	ND< 50.0 µg/kg
Bromoform	ND< 5.0 µg/kg
2-Hexanone	ND< 30.0 µg/kg
4-Methyl-2-Pentanone	ND< 30.0 µg/kg
Tetrachloroethene	ND< 5.0 µg/kg
Toluene	ND< 5.0 µg/kg
Chlorobenzene	ND< 5.0 µg/kg
Ethylbenzene	ND< 5.0 µg/kg
Styrene	ND< 5.0 µg/kg
Total Xylenes	ND< 5.0 µg/kg
M-Chlorotoluene	ND< 5.0 µg/kg
1,3-Dichlorobenzene	ND< 5.0 µg/kg
1,4-Dichlorobenzene	ND< 5.0 µg/kg
1,2-Dichlorobenzene	ND< 5.0 µg/kg

Client: Leighton & Associates
Lab No.: F36909
Date: August 17, 1987

PURGEABLE ORGANICS - EPA METHOD 8010

Chloromethane	ND <10 µg/kg
Bromomethane	ND <10 µg/kg
Dichlorodifluoromethane	ND <10 µg/kg
Vinyl chloride	ND <10 µg/kg
Chloroethane	ND <10 µg/kg
Methylene chloride	ND <10 µg/kg
Trichlorofluoromethane	ND <10 µg/kg
1,1-Dichloroethene	ND <10 µg/kg
1,1-Dichloroethane	ND <10 µg/kg
trans-1,2-Dichloroethene	ND <10 µg/kg
Chloroform	ND <10 µg/kg
1,2-Dichloroethane	ND <10 µg/kg
1,1,1-Trichloroethane	ND <10 µg/kg
Carbon tetrachloride	ND <10 µg/kg
Bromodichloromethane	ND <10 µg/kg
1,2-Dichloropropane	ND <10 µg/kg
trans-1,3-Dichloropropene	ND <10 µg/kg
Trichloroethene	ND <10 µg/kg
Dibromochloromethane	ND <10 µg/kg
1,1,2-Trichloroethane	ND <10 µg/kg
cis-1,3-Dichloropropene	ND <10 µg/kg
2-Chloroethylvinyl ether	ND <10 µg/kg
Bromoform	ND <10 µg/kg
1,1,2,2-Tetrachloroethane	ND <10 µg/kg
Tetrachloroethene	ND <10 µg/kg
Chlorobenzene	ND <10 µg/kg
1,3-Dichlorobenzene	ND <10 µg/kg
1,2-Dichlorobenzene	ND <10 µg/kg
1,4-Dichlorobenzene	ND <10 µg/kg

Project No. 40070825-01

Client and Site Location 12504 E. Whittier Rippiy/Trust Whittier, CA

Samplers (Signature): Stephen Kwok

Call & Send Results to:
Leighton & Associates, Inc.
667 Brea Cyn Rd. Ste 31
Walnut, CA 91789
Attention: David Lloyd
Phone No (714) 598-2856

Sample Number	Date	Time	Depth Below Grade (ft)	Sample Type	Suspect Contamination	No. of Containers	EPA Test Method No. (Total Petroleum Hydrocarbons mod 8015; Volatile Organics with 8010/8020)	REMARKS
E-1	8/6/87		10'	Soil	Petroleum Hydro-	1		HOLD all samples for testing until notified by David Lloyd
E-2	↓		12'	↓	Carbons	↓		
SP-1	↓		6"	↓	TCE, Aromatic	↓		
SP-2A	↓		↓	↓	Hydro- Carbons	↓		
SP-2B	↓		↓	↓	Chloronated HC's,	↓		
					Perchloro ethane			
					BTX,			
					Ketone,			

Sample Integrity:

Samples Intact: Yes X No ____

Samples Properly Cooled: Yes X No ____

Samples Accepted: Yes X No ____

If not, why: ____

Samples Placed in Lab Refrigerator
Yes X No ____ L&A Rep. Initials SK

Relinquished by:	Date / Time	Received by:
Stephen Kwok	8/6/87 ~~330~~ 345 pm	
[illegible signature]	8/6/87 3:45	[illegible signature]
	8/6/87 330 pm	Received for Lab by: [illegible signature]

Leighton and Associates, Inc.

Laboratory Name: Associated Laboratories

Certification No.: 154