SFUND RECORDS CTR
2134786

Leonard M. Shulman - Bar No. 126349
MARSHACK & GOE
Griffin Towers
Six Hutton Centre Drive, Suite 900
Santa Ana, California 92707
(714) 540-5400

Attorneys for the Official Committee
of Creditors Holding Unsecured Claims

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

In re **SECURITY ENVIRONMENTAL SYSTEMS, INC.,** Debtor.	Case No. SA 95-14034-JB Chapter 11 **NOTICE OF MOTION AND MOTION OF THE OFFICIAL COMMITTEE OF CREDITORS HOLDING UNSECURED CLAIMS' OBJECTING TO CERTAIN FILED CLAIM AS AVOIDABLE TRANSFERS PURSUANT TO BANKRUPTCY CODE SECTION 502(D):** Claim No. /Claimant **81 APTUS** **124 BORUCHIN, JOHN** **63 BROCO ENVIRONMENTAL** **176 BUCHALTER, NEMER, ET AL.** **61 CAPISTRANO SOFTWARE INC.** **188 CARDLOCK FUELS** **14 CENTRAL CITY BOX & PAPER** **22 CHEMICAL WASTE MANAGEMENT** **98 DUANE, MORRIS & HECKSCHER** **64 EDGEMONT SALES** **73 FEDERAL EXPRESS CORP.** **203 GTE CALIFORNIA** **MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF DON CHELIUS IN SUPPORT THEREOF** Dated: January 29, 1997 Time: 2:00 Ctrm: 523

F:\WP51\PLD\S-T\SECURITY\CLAIMS\502CLAIM.OBJ
1480-000\EXP. 56\PLD

In re SECURITY ENVIRONMENTAL SYSTEMS, INC., Debtor.	153 159 31 111 1 210 88 96 175 32 241 213 158 119 251 201 58 94	INLAND KENWORTH KOENING, DANIEL LOS ANGELES FREIGHTLINER MCCARTY, HOLLY ORIX CREDIT ALLIANCE PACIFIC BELL REED'S TRAILER REPAIR RESIDUAL MANAGEMENT INC. RYDER TRUCK RENTAL, INC. SANIFILL INC. SIGNAL ENVIRONMENTAL SERVICES, INC. SOUTHERN CALIFORNIA EDISON STURGEON & SON THOMPSON TANK TRI-STATE STEEL DRUM, INC. UPS TRUCK LEASING WRENN HANDLING YALE INDUSTRIAL TRUCK

TO THE HONORABLE JAMES N. BARR, UNITED STATES BANKRUPTCY JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; AND ALL OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that Official Committee of Creditors Holding Unsecured Claims (the "Committee") for the bankruptcy estate of Security Environmental Systems ("Debtor") before the Honorable James N. Barr, Courtroom 523, Federal Office Building, 34 Civic Center Plaza, Santa Ana, California on January __, 1997 at _:00 p.m., will move this Court for an order sustaining its objections to certain claims as set forth below in the attached motion.

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PLEASE TAKE FURTHER NOTICE that if you desire to contest the objections of the Committee, **Local Bankruptcy Rule 111(g)** requires a written response to be filed with the above-entitled Court and a copy served upon the Committee's attorneys, Leonard M. Shulman at Marshack & Goe, Griffin Towers, Six Hutton Centre Drive, Suite 900, Santa Ana, California 92707 no later than eleven (11) days prior to the hearing date. **SEE LOCAL BANKRUPTCY RULES 111(G) AND 111(15).**

Respectfully submitted,

MARSHACK & GOE

Dated: December 16, 1996 By: _____

Leonard M. Shulman
Attorneys for Official Committee of Creditors Holding Unsecured Claims for the estate of Security Environmental Systems

The Official Committee of Creditors Holding Unsecured Claims (The "Committee") for the bankruptcy estate of Security Environmental Systems ("Debtor"), brings this motion objecting to the above-captioned claims. In support thereof, the Committee respectfully represents as follows:

BACKGROUND INFORMATION

1. Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on April 20, 1995.

2. The Official Committee of the Holders of the Twenty Largest Unsecured Claims (the "Committee") was appointed by the Office of the United States Trustee on or about May 23, 1995.

OBJECTIONS

3. The analysis was prepared by Don Chelius the Chief Financial Officer for Security Environmental Systems, Inc., therefore, signed under penalty of law. The analysis is a detailed report of all aggregate payments in excess of $600.00 made to any creditor between January 20,1995 and April 20, 1995, the petition date. [The Don Chelius Declaration at 4 and **Exhibit "37"** attached thereto.]

4. The Committee hereby objects to the following claims filed in Debtor's case on the basis that pursuant to Bankruptcy Code Section 502(d) these claims should be disallowed in their entirety. These claims are of those transferees of an avoidable transfers in toto since the transferee has not paid the amount or turned over the property received as required under this title which the transferee's liability arises. A demand for the payment of these transfers has beenamde by counsel for the Committee. [The Chelius Declaration at ¶ 5.] Therefore, the Committee will seek an order disallowing the following claims in the amounts as set forth below:

Claimant	Claim No.	Claim Amount	Preferential Transfer	Exhibit
Aptus	81	$552.38	$2,787.00	1
Boruchin, John	124	$10,000.00	$15,000.00	2

Claimant	Claim No.	Claim Amount	Preferential Transfer	Exhibit
Broco Environmental	63	$9,832.30	$9,600.00	3
Buchalter, Nemer, et al.	176	$130,576.57	$155,000.00	4
Capistrano Software Inc.	61	$2,402.07	$8,254.00	5
Cardlock Fuels	188	$4,508.74	$7,067.00	6
Central City Box and Paper	14	$2,016.41	$2,016.00	7
Chemical Waste Management	22	$98,039.77	$7,126.00	8
Duane, Morris & Heckscher	98	$97,137.13	$26,500.00	9
Edgemont Sales Company	64	$16,076.13	$2,264.00	10
Federal Express Corp.	73	$6,322.36	$8,088.00	11
GTE California	203	$2,223.37	$2,049.00	12
Inland Kenworth	153	$9,895.36	$8,088.00	13
Koening, Daniel	159	$2,166.68	$3,227.00	14
Los Angeles Freightliner	31	$3,478.76	$3,403.00	15
McCarty, Holly	111	$4,577.08	$3,655.00	16
Orix Credit Alliance	1	$6,555.56	$2,640.00	17
Pacific Bell	210	$3,808.75	$4,000.00	18
Reed's Trailer Repair	88	$7,235.93	$2,000.00	19
Residual Management Inc.	96	$108.96	$14,728.00	20
Ryder Truck Rental, Inc.	174 & 175	$42,313.23	$44,918.00	21
Sanifill, Inc.	32	$5,886.29	$17,349.00	22
Signal Environmental Services	241	$43,075.47	$10,000.00	23
Southern California Edison	213	$2,382.44	$3,584.00	24
Sturgeon & Son	158	$815.00	$3,525.00	25
Thompson Tank	119	$19,473.36	$2,000.00	26
Tri-State Steel Drum, Inc.	251	$35,985.28	$11,224.00	27
UPS Truck Leasing	201	$24,513.70	$21,024.00	28
Wrenn Handling	58	$1,345.00	$39,800.00	29
Yale Industrial Truck	94	$11,008.10	$5,554.00	30

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WHEREFORE, the Committee respectfully requests that this Court sustain its objections to the claims set forth above and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

MARSHACK & GOE

Dated: December 16, 1996

Leonard M. Shulman
Attorneys for Official Committee of Creditors Holding Unsecured Claims for the estate of Security Environmental Systems

MEMORANDUM OF POINTS AND AUTHORITIES

I.

THE BURDEN RESTS WITH THE CLAIMANTS TO ESTABLISH THE VALIDITY OF THE WARRANTY CLAIMS

"A properly filed claim constitutes prima facie evidence of validity and amount." Fed. R. Bankr. Proc. 3001(f); In re Aulicino, 48 B.R. 252, 254 (Bankr. Conn, 1985) (citations omitted). While a proof of claim is prima facie valid, it will not be allowed to the extent that the claim is for "an unenforceable debt against the debtor ...." 11 U.S.C. §502(b)(1).

The burden of persuasion is always on the claimant. In re Holm, 931 F.2d 620, 623 (9th Cir. 1991). However, the burden changes where:

> a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant's initial objection to go forward. The burden of going forward then shifts to the objector to produce evidence sufficient to negate the prima facie validity of the filed claim . ... In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claims legal sufficiency. If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.

In re Allegheny Int's, Inc., 954 F.2d 167, 174-75 (9th Cir. 1992); accord, Global Western Dev. Corp. v. Northern Orange County Credit Service, Inc. (In re Global Western Dev. Corp.), 759 F.2d 724 (9th Cir. 1985).

The claimant must establish by a preponderance of the evidence that its claim should be allowed. The burden of persuasion is on the claimant. In re Twinton Properties Partnership, 44 B.R. 420 (Bankr. Tenn. 1984); In re Ousley, 92 B.R. 278 (S.D. Ohio 1988); Kham & Nates Shoes No. 2, Inc. V. First Bank of Whiting, 97 B.R. 420, 424 (Bankr. N.D. Ill. 1989) (claimant bears burden of persuasion by preponderance of evidence).

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II.

ABSENT A LEGALLY SUBSTANTIATED RESPONSE BY THE CLAIMANTS, THE COMMITTEE'S OBJECTIONS TO THE CLAIMS SET FORTH HEREIN SHOULD BE SUSTAINED

> An objection to a Proof of Claim is filed and properly served, but the claimant fails to answer in writing or to appear at the hearing. In this situation, we believe that the proper result is to strike the Proof of Claim. The filing of the objection calls the prima facie validity of the claim into question, and the claimant, to preserve the claim, must express some interest in doing so. Thus, the objection cancels out the mere filing of a Proof of Claim and the failure of the claimant to defend it requires us to sustain the objection without question, just as we are not inclined to question the validity of the Proof of Claim as filed if there is not objection to it.

In re Lewis, 80 B.R. 39, 40-41 (Bankr. E.D. Pa. 1987)

Bankruptcy Code Section 502(b) enumerates the grounds for disallowance and provides for allowance by the Bankruptcy Court "except to the extent that . . . such claim is unenforceable against the debtor and property of the debtor under any agreement or applicable law for a reason other than because such claim is contingent or unmatured". In other words, any defense the debtor may have to the enforceability to the claim outside bankruptcy is a good defense to the allowance of the claim to the estate.

3,King, Collier on Bankruptcy, ¶502.02 (15th ed. 1995).

While the burden of persuasion is always on a claimant, the burden of proof relative to the validity of claims is a shifting one: a claim is prima facie valid if it alleges facts sufficient to support a legal liability to the claimant; if the objector then produced evidence to refute at least one of the allegations essential to the claims's legal sufficiency, the burden of going forward shifts back to the claimant to prove the validity of the claim by a preponderance of the evidence. In re Allegheny International, Inc., 954 F.2d 167 (3rd Cir. 1992).

Thus, absent a legally substantiated response by claimants, the Committee's objections should be sustained.

III.

CLAIMS FOR REIMBURSEMENT MUST BE DISALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502(D)

The Claims of creditors who have received or acquired preferences, liens, conveyances, transfers, assignments or encumbrances, void or voidable under this section, shall not be allowed unless such creditors shall surrender such preferences, liens conveyances, transfers, assignments, or encumbrances. Bankruptcy Code Section 502(d) reads in part:

> Notwithstanding subsections (a) and (b) of this section, the court shall disallow any claim aor any entity from which property is recoverable under section 542, 543, 550, or 553 of this title or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, and 724(a) of this title, unless such entity or transferee has paid the amount, or turned over any such property, for which such entity or transferee is liable under section 522(i), 542, 543, 550, or 553 of this title.

Therefore, the claims listed above are disallowed to the extent that the claim is by a creditor from whom property is recoverable or to the extent that creditor is a transferee of the debtor's property avoidable under the sections described in section 502(d) unless that creditor has paid the amount of the of judgment or that creditor is liable by successful action of the debtor or the committee to set aside the transfer.

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IV.

CONCLUSION

THEREFORE, the Committee respectfully requests that this Court enter an order disallowing claims as set forth above and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

MARSHACK & GOE

Dated: December 16, 1996

Leonard M. Shulman
Attorneys for Official Committee of Creditors Holding Unsecured Claims for the estate of Security Environmental Systems

DECLARATION OF DON CHELIUS

I, Don Chelius, declare as follows:

1. I am the Chief Financial Officer for Security Environmental Systems, Inc., a Delaware corporation ("Debtor"). I make this declaration in support of the Motion Objecting to Certain filed. I have personal knowledge of the facts set forth below and if called upon as a witness, I could and would competently testify thereto.

2. I have analyzed the books and records of Security Environmental Systems, Inc. ("Debtor") regarding preferential transfers which occurred within ninety days of the filing of the Debtor's bankruptcy petition on April 20, 1995. Said review has determined that payments were made to the following claimants in the following amounts:

Claimant	Preferential Transfer	Exhibit No
Aptus	$2,787.00	1
Boruchin, John	$15,000.00	2
Broco Environmental	$9,600.00	3
Buchalter, Nemer, et al.	$155,000.00	4
Capistrano Software Inc.	$8,254.00	5
Cardlock Fuels	$7,067.00	6
Central City Box and Paper	$2,016.00	7
Chemical Waste Management	$7,126.00	8
Duane, Morris & Heckscher	$26,500.00	9
Edgemont Sales Company	$2,264.00	10
Federal Express Copr.	$8,088.00	11
GTE California	$2,049.00	12
Inland Kenworth	$8,088.00	13
Koening, Daniel	$3,227.00	14
Los Angeles Freightliner	$3,403.00	15
McCarty, Holly	$3,655.00	16

Claimant	Preferential Transfer	Exhibit No
Orix Credit Alliance	$2,640.00	17
Pacific Bell	$4,000.00	18
Reed's trailer Repair	$2,000.00	19
Residual Management Inc.	$14,728.00	20
Ryder Truck Rental, Inc.	$44,918.00	21
Sanifill, Inc.	$17,349.00	22
Signal Environmental Services, Inc.	$10,000.00	23
Southern California Edison Comp.	$3,584.00	24
Sturgeon & Son	$3,525.00	25
Thompson Tank	$2,000.00	26
Tri-State Steel Drum, Inc.	$11,224.00	27
UPS Truck Leaseing	$21,024.00	28
Wrenn Handling	$39,800.00	29
Yale Industrial Truck	$5,554.00	30

3. Attached hereto as **"Exhibits 1-30"** and incorporated herein by this reference are true and correct copies of the claims as set forth in the chart above.

4. The analysis was prepared by Don Chelius the Chief Financial Officer for Security Environmental Systems, Inc., therefore, signed under penalty of law. The analysis is a detailed report of all aggregate payments in excess of $600.00 made to any creditor between January 20,1995 and April 20, 1995, the petition date. Attached hereto as **"Exhibit 31"** and incorporated herein by this reference is a true and correct copy of the Preference Analysis Summary Detailed.

5. I have been informed and therefore, believe that counsel for the Committee has issued demand letters for all of the creditors above-referenced who may have received preferential transfers.

I declare under penalty of perjury and under the laws of the United States of America that the foregoing is true and correct.

Executed on December 16, 1996, at Huntington Beach, California.

Don Chelius

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379238

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.id: 1379238

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Aptus

Name and Address Where Notices Should be Sent

~~Aptus~~
~~P.O. Box 73137~~
~~Chicago, IL 60673~~

APTUS
P.O. BOX 1505
COFFEYVILLE, KS 67337

Telephone No. (316) 251 - 6380

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☒ Check box if the address differs from the address on the envelope sent to you by the court.

FILED
MAY 25 1995
CLERK OF BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
SECURITY ENVIRONMENTAL SYSTEMS

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

- ☐ Goods sold
- ☒ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other (Describe briefly)

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (Fill out below)

Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
1/31/95 to 4/12/95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ $552.38
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
- ☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C. § 507(a)(3)
- ☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
- ☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
- ☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
- ☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 552.38 (Unsecured) $_____ (Secured) $_____ (Priority) $ 552.38 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5-22-95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
Rex Bryant, Controller

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357.

CC: 81

PAGE 1 of 14 6-5-95

APTUS

Aptus
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Voice NO. AP 8043982
Customer NO. 0090949
Page NO: 1

Remit to:
Aptus
P.O. Box 73121
Chicago, IL 60673-7121

Pick-up Loc: WHITEMAN AFB, MO

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Generator:
DRMO WHITEMAN
P. O. BOX 6010 BLDG

WHITEMAN AFB MO 65305-6100

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 01/31/95 Order Date: 01/20/95 Terms: NET 30 DAYS
Cust P.O. NO: 06353 Our Order NO: 727511 Sales: LARRY BURTON

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
9	LN48W	01/12/95	9960	RCRA TREATMENT EE	0.0050	0.05
9	LN48W	01/12/95	505	LAB PACKS	1.8000	16.20
					Gross Total	16.25

REFERENCE MANIFEST #E5010

Sub-Total $	16.25
Sales Tax $	0.00
TOTAL $	16.25

Everything paid on this invoice except .10.

1 15

APTUS ENVIRONMENTAL SERVICES OFFER FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #43073 Date of Issue: January 19, 1995

Re: Fort Leonardwood (MO3 213 720 979)

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
RAP111945	Lab Pack	Incineration	$1.80/lb. (non reactive) $4.00/lb. (reactive)	Coffeyville	Drum

Standard Minimums applicable for containerized solids if total load is <10,000lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #43072

Transportation:

Less-Than-Truckload Quantity:

Aptus provided transportation will allow two (2) hours loading time. $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage:	$40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.
Layover Charges:	Not to exceed $175 per night.

State Disposal Fees:

The following fees will be assessed based upon Aptus receiving facility:

State of Kansas

RCRA regulated material: $0.005/lb. ($10/ton)

JAN 20 '95 12:11PM GREENFIELD ENVIRONMENTAL P.5/11

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #43072

Terms and Conditions:

This offer is not valid unless one of the following is checked:

☑ This offer is subject to the terms and conditions of the agreement dated October 24, 1994 between Aptus and Customer, and shall be incorporated therein upon acceptance by Customer.

☐ This offer is subject to the terms and conditions of the attached Aptus Service Agreement. Please sign two copies of the Service Agreement and return with your signed purchase order. A fully executed copy of the Agreement will be returned for your records.

Government Contract Applicability:

In accepting this offer, customer certifies that (check appropriate box):

☐ Services are not to be performed under a government contract/subcontract.

☑ Services are to be performed under government contract/subcontract number 0LA200930000[illegible], and subject to appropriate flowdown provisions.

A copy of flowdown provision is to be provided with customer order.

Aptus performance of services under a government contract is conditioned upon prior Aptus approval of all applicable government contract provisions.

Payment Terms:

Aptus' standard payment terms are net thirty (30) days from date of invoice. These terms are contingent upon customers credit status at time of order request.

EXHIBIT 1 PAGE 18

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #43072

Scheduling and Order Requirements:

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Greenfield Environmental
5964 La Place Court, Suite 150
Carlsbad, CA 92008
Attn: Linda Tate

You will be contacted by your Client Services Representative to confirm your order information.

Accepted by:

SECURITY ENVIRONMENTAL SYSTEM
DRMO Whiteman (MO8 571 924 549)

Signature Elliott Bratzel

Title President

Date 1/19/95

Purchase Order 06353

19

APTUS

Aptus
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8044492
Customer NO. 0090949
Page NO: 1

Remit to:
Aptus
P.O. Box 73121
Chicago, IL 60673-7121

Pick-up Loc: FORT BENNING, GA

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Generator:
DRMO BENNING
P O BOX 52410

FORT BENNING GA 31995-2410

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 03/07/95 Order Date: 02/23/95 Terms: NET 30 DAYS
Cust P.O. NO: 06130 Our Order NO: 728876 Sales: JIM MANNING

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
75	LT47D	02/07/95	9960	RCRA TREATMENT FE	0.0050	0.38
75	LT47D	02/07/95	505	LAB PACKS	1.8500	138.75
16	LT53D	02/14/95	9960	RCRA TREATMENT FE	0.0050	0.08
16	LT53D	02/14/95	505	LAB PACKS	1.8500	29.60
					Gross Total	168.81

REEERENCE MANIFEST #s 95002, 95013

Sub-Total $	168.81
Sales Tax $	0.00
TOTAL $	168.81

1 20

FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #82070 **Date of Issue:** February 23, 1995

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
RAP151206	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP151203	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP148640	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP151205	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP151202	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF

Leaking drums or drums deemed not DOT shippable will be overpacked by Aptus at a cost of $200.00 per overpack.

Drums shipped to Aptus in overpacked drums will be assessed a $150.00 per drum surcharge.

Residual sludge in containers will be charged an additional $12.00 per gallon.

Standard Minimums applicable for containerized solids if total load is <10,000 lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

The following surcharges will apply for PCB material requiring disposal within the indicated time pertinent to the generator established storage date.

Description	Surcharge
90 day disposal	$1.2 times "Base Price"
60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

Exhibit 21

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #82070 **Date of Issue:** February 23, 1995

Transportation:

$0.44 per pound with a $550.00 minimum stop charge

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at Aptus' facility the material is found to be nonconforming to that specified on the quotation, Aptus will make every effort upon consultation with the customer, to properly dispose of the material in the most economical manner possible. However, due to the additional administrative and operational costs associated with the non-conforming material, a surcharge of $500.00 per manifest will be surcharged, plus an extra waste approval fee of $550.00 if additional lab work and additional profiling will be needed, plus any extra disposal fee which may be applied above what was originally quoted associated with the ultimate disposal of the nonconforming material.

EXHIBIT 22

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #82070 Date of Issue: February 23, 1995

Terms and Conditions:
This offer is not valid unless one of the following is checked:

- ■ This offer is subject to the terms and conditions of the agreement dated 10-24-94 between Aptus and Customer, and shall be incorporated therein upon acceptance by Customer.
- ☐ This offer is subject to the terms and conditions on the attached Aptus Service Agreement. Please have two copies of the Service Agreement signed by an individual authorized to sign on behalf of your company and return with your signed purchase order. A fully executed copy of the Agreement will be returned for your records.
- ☐ This offer is an intracompany agreement within Westinghouse Electric Corporation. Therefore, it is subject to the terms and conditions of the enclosed Aptus Hazardous or Toxic Waste Management Selling Policy.

Government Contract Applicability:

Customer must check one of the following boxes as appropriate:

- ☐ Services are not to be performed under a government contract/subcontract.
- ☐ Services are to be performed under government contract/subcontract number _____, and subject to appropriate flowdown provisions.

NOTE: A copy of flowdown provisions is to be provided with the customer order.

Aptus performance of services under a government contract is conditioned upon prior Aptus approval of all applicable government contract provisions.

Payment Terms:

Aptus' standard payment terms are net thirty (30) days from date of invoice.
These terms are contingent upon customer's credit status at time of order request.

Scheduling and Order Requirements:

Waste must conform to the Waste Profile or original inventories. If waste is non-conforming, customer will be contacted to discuss additional charges if applicable. All waste materials are priced as profiled, invoiced as actually received.

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #62070 Date of Issue: February 23, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: Paul Tyler

Title: Technical Representative

Date: 2/23/95

Purchase Order #: 90130

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

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APTUS

tus
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8044493
Customer NO. 0090949
Page NO: 1

Remit to:
Aptus
P.O. Box 73121
Chicago, IL 60673-7121

Pick-up Loc: FT RILEY, KS

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

Generator:
FORT RILEY
DRMO BLDG 1950

HUNINGTON BEACH CA 92649-

FT RILEY KS 66442-2490

Telephone: (714) 892-6645
Contact: PAUL TAYLOR.

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 03/07/95 Order Date: 02/24/95 Terms: NET 30 DAYS
Cust P.O. NO: 06130 Our Order NO: 728877 Sales: JIM MANNING

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
38	LT52F	02/23/95	9960	RCRA TREATMENT FE	0.0050	0.19
38	LT52F	02/23/95	505	LAB PACKS	1.8500	70.30
59	LT46F	02/23/95	9960	RCRA TREATMENT FE	0.0050	0.30
50	LT46F	02/23/95	505	LAB PACKS	1.8500	92.50
9	LT46F	02/23/95	505	LAB PACKS	1.8000	16.20
					Gross Total	179.49

REFERENCE MANIFEST #s R5055, R5057

Sub-Total $	179.49
Sales Tax $	0.00
TOTAL $	179.49

25

FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #82070 **Date of Issue:** February 23, 1995

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
RAP151206	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP151203	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP148940	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP151205	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF
RAP151202	Lab Pack	Incineration	$1.85/pound	Coffeyville, KS	DF

Leaking drums or drums deemed not DOT shippable will be overpacked by Aptus at a cost of $200.00 per overpack.

Drums shipped to Aptus in overpacked drums will be assessed a $150.00 per drum surcharge.

Residual sludge in containers will be charged an additional $12.00 per gallon.

Standard Minimums applicable for containerized solids if total load is <10,000 lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

The following surcharges will apply for PCB material requiring disposal within the indicated time pertinent to the generator established storage date.

Description	Surcharge
90 day disposal	$1.2 times "Base Price"
60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

1 26

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #82070 **Date of Issue:** February 23, 1995

Transportation:

$0.44 per pound with a $550.00 minimum stop charge

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at Aptus' facility the material is found to be nonconforming to that specified on the quotation, Aptus will make every effort upon consultation with the customer, to properly dispose of the material in the most economical manner possible. However, due to the additional administrative and operational costs associated with the non-conforming material, a surcharge of $500.00 per manifest will be surcharged, plus an extra waste approval fee of $550.00 if additional lab work and additional profiling will be needed, plus any extra disposal fee which may be applied above what was originally quoted associated with the ultimate disposal of the nonconforming material.

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #82070 Date of Issue: February 23, 1995

Terms and Conditions:
This offer is not valid unless one of the following is checked:

- ■ This offer is subject to the terms and conditions of the agreement dated 10-24-94 between Aptus and Customer, and shall be incorporated therein upon acceptance by Customer.
- ☐ This offer is subject to the terms and conditions on the attached Aptus Service Agreement. Please have two copies of the Service Agreement signed by an individual authorized to sign on behalf of your company and return with your signed purchase order. A fully executed copy of the Agreement will be returned for your records.
- ☐ This offer is an intracompany agreement within Westinghouse Electric Corporation. Therefore, it is subject to the terms and conditions of the enclosed Aptus Hazardous or Toxic Waste Management Selling Policy.

Government Contract Applicability:

Customer must check one of the following boxes as appropriate:

- ☐ Services are not to be performed under a government contract/subcontract.
- ☐ Services are to be performed under government contract/subcontract number _____, and subject to appropriate flowdown provisions.

NOTE: A copy of flowdown provisions is to be provided with the customer order.

Aptus performance of services under a government contract is conditioned upon prior Aptus approval of all applicable government contract provisions.

Payment Terms:

Aptus' standard payment terms are net thirty (30) days from date of invoice.
These terms are contingent upon customer's credit status at time of order request.

Scheduling and Order Requirements:

Waste must conform to the Waste Profile or original inventories. If waste is non-conforming, customer will be contacted to discuss additional charges if applicable. All waste materials are priced as profiled, invoiced as actually received.

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEMS

Offer #62070 Date of Issue: February 23, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: [signature]

Title: Technical Representative

Date: 2/23/95

Purchase Order #: 06130

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

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APTUS

Aptus
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8044911
Customer NO. 0090949
Page NO: 1

Remit to:
Aptus
P.O. Box 73121
Chicago, IL 60673-7121

Pick-up Loc: FT. LEAVENWORTH, KS

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Generator:
DRMO FT. LEAVENWORTH
800 WEST WAREHOUSE R

FT. LEAVENWORTH KS 66027-2352

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 03/31/95 Order Date: 03/23/95 Terms: NET 30 DAYS
Cust P.O. NO: 030954 Our Order NO: 729921 Sales: GARY FULLER

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
9	LX99F	03/10/95	505	LAB PACKS	1.8000	16.20
9	LX99F	03/10/95	9960	RCRA TREATMENT FE	0.0050	0.05
					Gross Total	16.25

REFERENCE MANIFEST #L5003

Sub-Total $	16.25
Sales Tax $	0.00
TOTAL $	16.25

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FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED Date of Issue: March 22, 1995

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
TBA	Lab Pack-Direct Feed	Incineration	$1.80/pound	Coffeyville, KS	DF
TBA	Lab Pack-Reactives	Incineration	$4.00/pound	Coffeyville, KS	DF
TBA	Lab Pack-Dioxin	Incineration	$6.00/pound	Coffeyville, KS	DF

Leaking drums or drums deemed not DOT shippable will be overpacked by Aptus at a cost of $200.00 per overpack.

Drums shipped to Aptus in overpacked drums will be assessed a $150.00 per drum surcharge.

Residual sludge in containers will be charged an additional $12.00 per gallon.

Standard Minimums applicable for containerized solids if total load is <10,000 lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

The following surcharges will apply for PCB material requiring disposal within the indicated time pertinent to the generator established storage date.

Description	Surcharge
90 day disposal	$1.5 times "Base Price"
60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED **Date of Issue:** March 22, 1995

Transportation:
customer to deliver

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at the Aptus facility the material is found to be nonconforming the following charges will apply:

- **Surcharge of $500.00 per manifest**
- **$550.00 approval fee where applicable**
- **Additional disposal charges where applicable**

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED

Date of Issue: March 20, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: Paul Tj[illegible]

Title: Tech. Rep.

Date: 3/22/95

Purchase Order #: 030954

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

APTUS

us
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8044912
Customer NO. 0090949
Page NO: 1

Remit to:
Aptus
P.O. Box 73121
Chicago, IL 60673-7121

Pick-up Loc: FT RILEY, KS

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Generator:
FORT RILEY
DRMO BLDG 1950

FT RILEY KS 66442-2490

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 03/31/95 Order Date: 03/23/95 Terms: NET 30 DAYS
Cust P.O. NO: 030954 Our Order NO: 729922 Sales: GARY FULLER

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
24	LY00F	03/15/95	9960	RCRA TREATMENT FE	0.0050	0.12
24	LY00F	03/15/95	505	LAB PACKS	1.8000	43.20
					Gross Total	43.32

REFERENCE MANIFEST #R5066

Sub-Total $	43.32
Sales Tax $	0.00
TOTAL $	43.32

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FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED Date of Issue: March 22, 1995

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
TBA	Lab Pack-Direct Feed	Incineration	$1.80/pound	Coffeyville, KS	DF
TBA	Lab Pack-Reactives	Incineration	$4.00/pound	Coffeyville, KS	DF
TBA	Lab Pack-Dioxin	Incineration	$6.00/pound	Coffeyville, KS	DF

Leaking drums or drums deemed not DOT shippable will be overpacked by Aptus at a cost of $200.00 per overpack.

Drums shipped to Aptus in overpacked drums will be assessed a $150.00 per drum surcharge.

Residual sludge in containers will be charged an additional $12.00 per gallon.

Standard Minimums applicable for containerized solids if total load is <10,000 lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

The following surcharges will apply for PCB material requiring disposal within the indicated time pertinent to the generator established storage date.

Description	Surcharge
90 day disposal	$1.5 times "Base Price"
60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED **Date of Issue: March 22, 1995**

Transportation:
customer to deliver

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at the Aptus facility the material is found to be nonconforming the following charges will apply:

- **Surcharge of $500.00 per manifest**
- **$550.00 approval fee where applicable**
- **Additional disposal charges where applicable**

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82C81 REVISED Date of Issue: March 20, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: [signature]

Title: Tech. Rep.

Date: 3/22/95

Purchase Order #: 030954

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

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APTUS

tus
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8044913
Customer NO. 0090949
Page NO: 1

Remit to:
Aptus
P.O. Box 73121
Chicago, IL 60673-7121

Pick-up Loc: FORT LEONARDWOOD, MO

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Generator:
FORT LEONARDWOOD
ATZT-DPW-EE, BLDG 21

FORT LEONARDWOOD MO 65473-5000

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 03/31/95 Order Date: 03/23/95 Terms: NET 30 DAYS
Cust P.O. NO: 030954 Our Order NO: 729923 Sales: GARY FULLER

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
6	LY01F	03/09/95	9960	RCRA TREATMENT FE	0.0050	0.03
6	LY01F	03/09/95	505	LAB PACKS	1.8000	10.80
					Gross Total	10.83

REFERENCE MANIFEST #00778

Sub-Total $	10.83
Sales Tax $	0.00
TOTAL $	10.83

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FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED Date of Issue: March 22, 1995

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
TBA	Lab Pack-Direct Feed	Incineration	$1.80/pound	Coffeyville, KS	DF
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Description	Surcharge
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60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED **Date of Issue:** March 22, 1995

Transportation:
customer to deliver

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at the Aptus facility the material is found to be nonconforming the following charges will apply:

- **Surcharge of $500.00 per manifest**
- **$550.00 approval fee where applicable**
- **Additional disposal charges where applicable**

EXHIBIT 1 40

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED Date of Issue: March 20, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: Paul Tyler

Title: Tech. Rep.

Date: 3/22/95

Purchase Order #: 030954

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

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APTUS

tus
environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8044914
Customer NO. 0090949
Page NO: 1

Remit to:
Aptus
P.O. Box 73121
Chicago, IL 60673-7121

Pick-up Loc: FORT BENNING, GA

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Generator:
DRMO BENNING
P O BOX 52410

FORT BENNING GA 31995-2410

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 03/31/95 Order Date: 03/24/95 Terms: NET 30 DAYS
Cust P.O. NO: 030954 Our Order NO: 729956 Sales: GARY FULLER

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
20	LY12B	03/09/95	9960	RCRA TREATMENT FE	0.0050	0.10
20	LY12B	03/09/95	505	LAB PACKS	1.8000	36.00
44	LY13B	03/09/95	9960	RCRA TREATMENT FE	0.0050	0.22
44	LY13B	03/09/95	505	LAB PACKS	1.8000	79.20
					Gross Total	115.52

REFERENCE MANIFEST #s 95027, 95029

Sub-Total $	115.52
Sales Tax $	0.00
TOTAL $	115.52

EXHIBIT 1 42

FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED

Date of Issue: March 22, 1995

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
TBA	Lab Pack-Direct Feed	Incineration	$1.80/pound	Coffeyville, KS	DF
TBA	Lab Pack-Reactives	Incineration	$4.00/pound	Coffeyville, KS	DF
TBA	Lab Pack-Dioxin	Incineration	$6.00/pound	Coffeyville, KS	DF

Leaking drums or drums deemed not DOT shippable will be overpacked by Aptus at a cost of $200.00 per overpack.

Drums shipped to Aptus in overpacked drums will be assessed a $150.00 per drum surcharge.

Residual sludge in containers will be charged an additional $12.00 per gallon.

Standard Minimums applicable for containerized solids if total load is <10,000 lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

The following surcharges will apply for PCB material requiring disposal within the indicated time pertinent to the generator established storage date.

Description	Surcharge
90 day disposal	$1.5 times "Base Price"
60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED **Date of Issue:** March 22, 1995

Transportation:
customer to deliver

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at the Aptus facility the material is found to be nonconforming the following charges will apply:

- **Surcharge of $500.00 per manifest**
- **$550.00 approval fee where applicable**
- **Additional disposal charges where applicable**

EXHIBIT 1 44

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED

Date of Issue: March 20, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: [signature]

Title: Tech. Rep.

Date: 3/22/95

Purchase Order #: 030954

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

- 1 45

A Rollins Environmental
Services Company

APTUS

Aptus
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8045008
Customer NO. 23160
Page NO: 1

Remit to:
Aptus
P.O. Box 1505
Coffeyville, KS 67337

Pick-up Loc: OFFUTT AFB, NE

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Generator:
55TH MEDICAL GROUP
2501 CAPE HART

OFFUTT AFB NE 68113-3200

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 04/12/95 Order Date: 03/23/95 Terms: NET 30 DAYS
Cust P.O. NO: 030954 Our Order NO: 729917 Sales: GARY FULLER

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
5	LY02M	03/02/95	505	LAB PACKS	1.8000	9.00
5	LY02M	03/02/95	9960	RCRA TREATMENT FE	0.0050	0.03
				Gross Total		9.03

REFERENCE MANIFEST #51510

Sub-Total $	9.03
Sales Tax $	0.00
TOTAL $	9.03

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FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED Date of Issue: March 22, 1995

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
TBA	Lab Pack-Direct Feed	Incineration	$1.80/pound	Coffeyville, KS	DF
TBA	Lab Pack-Reactives	Incineration	$4.00/pound	Coffeyville, KS	DF
TBA	Lab Pack-Dioxin	Incineration	$6.00/pound	Coffeyville, KS	DF

Leaking drums or drums deemed not DOT shippable will be overpacked by Aptus at a cost of $200.00 per overpack.

Drums shipped to Aptus in overpacked drums will be assessed a $150.00 per drum surcharge.

Residual sludge in containers will be charged an additional $12.00 per gallon.

Standard Minimums applicable for containerized solids if total load is <10,000 lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

The following surcharges will apply for PCB material requiring disposal within the indicated time pertinent to the generator established storage date.

Description	Surcharge
90 day disposal	$1.5 times "Base Price"
60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED Date of Issue: March 22, 1995

Transportation:

customer to deliver

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at the Aptus facility the material is found to be nonconforming the following charges will apply:

- **Surcharge of $500.00 per manifest**
- **$550.00 approval fee where applicable**
- **Additional disposal charges where applicable**

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED

Date of Issue: March 22, 1995

Terms and Conditions:
This offer is not valid unless one of the following is checked:

■ This offer is subject to the terms and conditions of the agreement dated 10-24-94 between Aptus and Customer, and shall be incorporated therein upon acceptance by Customer.

□ This offer is subject to the terms and conditions on the attached Aptus Service Agreement. Please have two copies of the Service Agreement signed by an individual authorized to sign on behalf of your company and return with your signed purchase order. A fully executed copy of the Agreement will be returned for your records.

□ This offer is an intracompany agreement within Westinghouse Electric Corporation. Therefore, it is subject to the terms and conditions of the enclosed Aptus Hazardous or Toxic Waste Management Selling Policy.

Government Contract Applicability:

Customer must check one of the following boxes as appropriate:

□ Services are not to be performed under a government contract/subcontract.

□ Services are to be performed under government contract/subcontract number _____, and subject to appropriate flowdown provisions.

NOTE: A copy of flowdown provisions is to be provided with the customer order.

Aptus performance of services under a government contract is conditioned upon prior Aptus approval of all applicable government contract provisions.

Payment Terms:

Aptus' standard payment terms are net thirty (30) days from date of invoice.
These terms are contingent upon customer's credit status at time of order request.

Scheduling and Order Requirements:

Waste must conform to the Waste Profile or original inventories. If waste is non-conforming, customer will be contacted to discuss additional charges if applicable. All waste materials are priced as profiled, invoiced as actually received.

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED

Date of Issue: March 20, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: Paul Tyb

Title: Tech. Rep.

Date: 3/22/95

Purchase Order #: 030954

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

1 50

A Rollins Environmental
Services Company

APTUS

Aptus
Environmental Services

P.O. Box 1328
Coffeyville, KS 67337
(316) 251-6380
FAX (316) 251-1095

Invoice NO. AP 8045009
tomer NO. 23160
Page NO: 1

Remit to:
Aptus
P.O. Box 1505
Coffeyville, KS 67337

Pick-up Loc: JOHNSTON, IA

Bill to:
SECURITY ENVIRONMENTAL SYST
15302 PIPELINE LANE

HUNINGTON BEACH CA 92649-

Telephone: (714) 892-6645
Contact: PAUL TAYLOR

Generator:
USPEO FOR IOWA
7700 NORTHWEST BEAVE

JOHNSTON IA 50131-

1-1/2 % Service Charge After 30 Days or Highest Amount Permitted by Law.

Invoice Date: 04/12/95 Order Date: 03/23/95 Terms: NET 30 DAYS
Cust P.O. NO: 030954 Our Order NO: 729920 Sales: GARY EULLER

Quantity	Manifest	PU Date	Prod	Description	Unit Price	Ext Price
5	LX98U	02/28/95	9960	RCRA TREATMENT FE	0.0050	0.03
5	LX98U	02/28/95	505	LAB PACKS	1.8000	9.00
				Gross Total		9.03

REFERENCE MANIFEST #5153A

Sub-Total $	9.03
Sales Tax $	0.00
TOTAL $	9.03

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FILE

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED **Date of Issue: March 22, 1995**

Expiration Date: 60 days from date of issuance

Aptus Services and Fees Include:

The Disposal of:

Aptus Profile	Waste Name	Disposal Method	Unit Price	Aptus Facility	DOT Container
TBA	Lab Pack-Direct Feed	Incineration	$1.80/pound	Coffeyville, KS	DF
TBA	Lab Pack-Reactives	Incineration	$4.00/pound	Coffeyville, KS	DF
TBA	Lab Pack-Dioxin	Incineration	$6.00/pound	Coffeyville, KS	DF

Leaking drums or drums deemed not DOT shippable will be overpacked by Aptus at a cost of $200.00 per overpack.

Drums shipped to Aptus in overpacked drums will be assessed a $150.00 per drum surcharge.

Residual sludge in containers will be charged an additional $12.00 per gallon.

Standard Minimums applicable for containerized solids if total load is <10,000 lbs:

Description	Minimum
55 gallon	$300 per container
<55 gallon to 30 gallon	$165 per container
<30 gallon >5 gallon	$125 per container
5 gallon or less	$ 75 per container

The following surcharges will apply for PCB material requiring disposal within the indicated time pertinent to the generator established storage date.

Description	Surcharge
90 day disposal	$1.5 times "Base Price"
60 day disposal	$2.5 times "Base Price"
30 day disposal	$3.5 times "Base Price"

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED

Date of Issue: March 22, 1995

Transportation:

customer to deliver

Aptus provided transportation will allow two (2) hours loading time. A $75 per hour demurrage will be assessed if loading time is exceeded. Customer is responsible for loading material on trucks. (There will be a charge of $800 for any pick-up scheduled with Aptus that is cancelled with less than 72 hours prior notice.)

Unloading Detention Allocations for Customer Routed Transportation:

Aptus shall be allowed four (4) free hours of unloading time and will not be responsible for detention costs due to late carrier arrivals, non-conforming waste issues, generator/customer errors in manifesting or documentation and/or adverse material off-loading conditions including frozen loads.

However, when applicable, due to Aptus caused delays, Aptus will pay the following detention rates:

Demurrage: $40 per hour for a maximum of 6 hours the first day; not to exceed 10 hours for each subsequent day.

Layover Charges: Not to exceed $175 per night.

State Disposal & Transportation Fees (if applicable):
When Aptus accepts material to be treated at either of our incinerators the following fees will be assessed:

INCINERATION FACILITY	MATERIAL TYPE	DISPOSAL FEE
Aragonite, UT	RCRA	$28.00 per ton
	TSCA	$4.75 per ton
	Non-Hazardous	$2.50 per ton
Coffeyville, KS	RCRA	$10.00 per ton

Non-Conforming Waste Policy

If upon receipt at the Aptus facility the material is found to be nonconforming the following charges will apply:

- **Surcharge of $500.00 per manifest**
- **$550.00 approval fee where applicable**
- ***Additional disposal charges where applicable***

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APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82061 REVISED

Date of Issue: March 22, 1995

Terms and Conditions:
This offer is not valid unless one of the following is checked:

- ■ This offer is subject to the terms and conditions of the agreement dated 10-24-94 between Aptus and Customer, and shall be incorporated therein upon acceptance by Customer.
- □ This offer is subject to the terms and conditions on the attached Aptus Service Agreement. Please have two copies of the Service Agreement signed by an individual authorized to sign on behalf of your company and return with your signed purchase order. A fully executed copy of the Agreement will be returned for your records.
- □ This offer is an intracompany agreement within Westinghouse Electric Corporation. Therefore, it is subject to the terms and conditions of the enclosed Aptus Hazardous or Toxic Waste Management Selling Policy.

Government Contract Applicability:

Customer must check one of the following boxes as appropriate:

- □ Services are not to be performed under a government contract/subcontract.
- □ Services are to be performed under government contract/subcontract number _____, and subject to appropriate flowdown provisions.

  NOTE: A copy of flowdown provisions is to be provided with the customer order.

Aptus performance of services under a government contract is conditioned upon prior Aptus approval of all applicable government contract provisions.

Payment Terms:

Aptus' standard payment terms are net thirty (30) days from date of invoice.
These terms are contingent upon customer's credit status at time of order request.

Scheduling and Order Requirements:

Waste must conform to the Waste Profile or original inventories. If waste is non-conforming, customer will be contacted to discuss additional charges if applicable. All waste materials are priced as profiled, invoiced as actually received.

APTUS, INC. OFFER
FOR SECURITY ENVIRONMENTAL SYSTEM

Offer #82081 REVISED

Date of Issue: March 20, 1995

An executed Service Agreement, Purchase Order, Signed Aptus Offer and credit approval must be obtained prior to Aptus' acceptance of any order. Please forward the required documentation to:

Aptus, Inc./A Westinghouse Company
P.O. Box 550
21750 Cedar Avenue
Lakeville, MN 55044
Attn: Duane Aldridge

You will be contacted by your Customer Service Representative to confirm your order information.

Accepted by: [signature]

Title: Tech. Rep.

Date: 3/22/95

Purchase Order #: 030954

NOTE: Please list Aptus, Inc. as the Vendor and/or Supplier on your Purchase Order.

55

Form 101

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

FILED

95-14034*

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034-JB

Cred.id: 1379306

95 JUN -8 AM 10:12

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

DEPUTY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
John Boruchin

Name and Address Where Notices Should be Sent
John Boruchin
8408 Sierra Avenue
Fontana, CA 92335

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (Describe briefly) Rent

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
4-1-95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ 10,000.00
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a) _____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 10,000.00 (Unsecured) $ _____ (Secured) $ _____ (Priority) $ 10,000.00 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
May 6, 1995	John Boruchin

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.

106037308

2 5605

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1378310

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Broco Environmental, Inc.

Name and Address Where Notices Should be Sent
Broco Environmental, Inc.
2824 N Locust Ave
Rialto, CA. 92376

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
SECU01

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

- ☒ Goods sold
- ☒ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other (Describe briefly)
- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (Fill out below)

Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
11/23/94

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

XX UNSECURED NONPRIORITY CLAIM $ 9832.30
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
- ☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
- ☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
- ☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
- ☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
- ☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 9832.30 (Unsecured) $_____ (Secured) $_____ (Priority) $ 9832.30 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5/15/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
DAVE STRENG, PRESIDENT

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

105037672

BROCO Environmental Incorporated

2824 North Locust Ave.
Rialto, California 92377
(909) 350-0580
Fax (909) 356-9337

PROOF OF CLAIM STATEMENT

SECURITY ENVIRONMENTAL SYSTEMS

DATE	INV NUMBER	AMOUNT
11/23/94	3205	700.00
12/30/94	3347	340.00
12/27/94	CM41227	-500.00
01/25/95	49	2600.00
01/26/95	PAYMENT	-915.00
02/10/95	PAYMENT	-9600.00
02/20/95	139	17082.30
02/21/95	PAYMENT	-695.00
02/28/95	179	820.00
	TOTAL	9832.30

3 54

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02/28/95	179	820.00
	TOTAL	9832.30

3 60

B10 (Official Form 10)
(Rev. 12/92)

ORIGINAL

95-14034

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379312

1379312

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Buchalter, Nemer, Fields &

Name and Address Where Notices Should be Sent
Buchalter, Nemer, Fields & Younger
601 S. Figueroa St.#2500
Los Angeles, CA. 90017

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
S0562.00

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
XX Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
November, 1994

3. IF COURT JUDGMENT, DATE OBTAINED:
n/a

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

XX UNSECURED NONPRIORITY CLAIM $ 130,576.57
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 130,576.57 (Unsecured) $_____ (Secured) $_____ (Priority) $ 130,576.57 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
7/20/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Pamela K. Webster, Attorney
Buchalter, Nemer, Fields & Younger

Cl. 176
8-3-95

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

106028423

BUCHALTER, NEMER, FIELDS & YOUNGER
PRELIMINARY BILLING REPORT
CLIENT LEVEL ANALYSIS
AS OF : 6/09/95

CLIENT NAME: Security Environmental Systems, Inc CLIENT #: S0562.00 BILLING ATTORNEY: Turken #2276

DATE OPENED: 6/21/94 ORIG ATTY: Turken #2276 ORIG ATTY: # PRIOR BATY ATTY: #

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	785.00	785.00	.00	.00	.00	.00
DISB	522.82	42.38	435.00	45.44	.00	.00
TOTAL	1,307.82	827.38	435.00	45.44	.00	.00
A/R						
FEES	110,578.48	5,976.25	104,602.23	.00	.00	.00
DISB	19,998.09	12,093.00	7,905.09	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	130,576.57	18,069.25	112,507.32	.00	.00	.00

LTD VAR	$	HOURS
BILD	246,037.00	1,441.40
+UNB	785.00	3.50
-WRKD	273,199.50	1,468.15
+/-	(26,377.50)	(9.68%)
PRIOR	.00	
W/DWN	(22,310.00)	
W/OFF	(4,067.50)	

LTD FEES A/R	$
BILD	246,037.00
-CLTD	135,458.52
+W/O	.00
BAL	110,578.48

YTD FEES A/R	$
BILD	214,654.50
-CLTD	135,458.52
+W/O	.00

AVAILABLE RETAINER BALANCE: 1,702.78

63

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0562.00 BATY: Turken #2276 WATY: Bass #2247

FILE LABEL : Security Environmental V. Becker FILE #: S0562-0001 PRIOR BATY: PRIOR WATY: OPENED: 6/21/94
AREA OF LAW: Litigation - General
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	.00	.00	.00	.00	.00	.00
TOTAL	.00	.00	.00	.00	.00	.00
A/R						
FEES	.00	.00	.00	.00	.00	.00
DISB	582.12	170.07	412.05	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	582.12	170.07	412.05	.00	.00	.00

LTD VAR	$	HOURS
BILD	32.50	.25
+UNB	.00	.00
-WRKD	32.50	.25
+/-	.00	.00%
PRIOR	.00	
W/UP	.00	
W/OFF	.00	

LTD FEES A/R	$
BILD	32.50
-CLTD	32.50
+W/O	.00
BAL	.00

YTD FEES A/R	$
BILD	32.50
-CLTD	32.50
+W/O	.00

A/R ACTIVITY:

LAST FEE BILLING :	4/30/95	.00
LAST FEE PAYMENT :	5/25/95	5,000.00-
LAST DISB BILLING:	4/30/95	170.07
LAST DISB PAYMENT:	5/25/95	7,124.22-
LAST LCHG BILLING :	0/00/00	.00
LAST LCHG PAYMENT :	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00
CURRENT BAL ON ACCT:		.00

```
      **              ***** **************
     ****            *****  ****************
    ******          *****   *****************
   ********        *****    ******     *******
  **********      *****     ******      *******
 ****    ****    *****      ******      *******
****      ****  *****       *****************
****************  *****     ****************
****************  *****     ******    *******
******   ******  *****      ******     *******
******   ****** *****       ******      *******
******   ****** *****       ******       *******
******   ****** *****       ******        *******
```

CURRENT RETAINER BALANCE: .00

APPLY TO: FEES $________ DISB $ _________ LCHG $ _________

/\/

***** A/R ADJUSTMENTS *****

WRITE-OFF: FEES ____ DISB ____ LCHG ____

REASON: ______________________________________

TAKE CREDITS INTO INCOME ____

OFFSET CREDITS AGAINST BALANCES IN THIS MATTER ____

OFFSET CREDITS AGAINST BALANCES IN THESE MATTERS:

FILE #__________ #__________ #__________ #__________

CHANGE REBILL FORMAT FROM " " TO _____ CURRENT FORMAT: EE

\/\

***** BILL ON ACCOUNT *****

FEE AMOUNT $________ BILL THROUGH DATE: ____/____/____

INV. FORMAT ____ OR DESCRIPTION: ____________________

____

____

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0562.00 BATY: Turken #2276 WATY: Turken #2276

FILE LABEL : Security v. Environmental FILE #: S0562-0002 PRIOR BATY: PRIOR WATY: OPENED: 6/21/94
AREA OF LAW: Litigation - General
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	.00	.00	.00	.00	.00	.00
TOTAL	.00	.00	.00	.00	.00	.00
A/R						
FEES	178.75	178.75	.00	.00	.00	.00
DISB	53.20	.00	53.20	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	231.95	178.75	53.20	.00	.00	.00

LTD VAR	$	HOURS
BILD	3,513.75	19.50
+UNB	.00	.00
-WRKD	3,513.75	19.50
+/-	.00	.00%
PRIOR	.00	
W/UP	.00	
W/OFF	.00	

LTD FEES A/R	$
BILD	3,513.75
-CLTD	3,335.00
+W/O	.00
BAL	178.75

YTD FEES A/R	$
BILD	1,606.25
-CLTD	3,335.00
+W/O	.00

A/R ACTIVITY:

LAST FEE BILLING :	4/30/95	178.75
LAST FEE PAYMENT :	2/27/95	1,427.50
LAST DISB BILLING:	3/31/95	53.20
LAST DISB PAYMENT:	5/25/95	21.19
LAST LCHG BILLING :	0/00/00	.00
LAST LCHG PAYMENT :	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00
CURRENT BAL ON ACCT:		.00

AR

CURRENT RETAINER BALANCE: .00

APPLY TO: FEES $________ DISB $ ________ LCHG $ ________

/\/

***** A/R ADJUSTMENTS *****

WRITE-OFF: FEES ____ DISB ____ LCHG ____

REASON: ______________________________

TAKE CREDITS INTO INCOME ____

OFFSET CREDITS AGAINST BALANCES IN THIS MATTER ____

OFFSET CREDITS AGAINST BALANCES IN THESE MATTERS:

FILE #__________ #__________ #__________ #__________

CHANGE REBILL FORMAT FROM " " TO _____ CURRENT FORMAT: EE

\/\

***** BILL ON ACCOUNT *****

FEE AMOUNT $________ BILL THROUGH DATE: ____/____/____

INV. FORMAT ____ OR DESCRIPTION: ____________________

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0582.00 BATY: Turken #2278 WATY: Turken #2276 J

FILE LABEL : Security v. Richter, Robert FILE #: S0582-0005 PRIOR BATY: PRIOR WATY: OPENED: 8/21/94
AREA OF LAW: Litigation - Unfair Competition
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

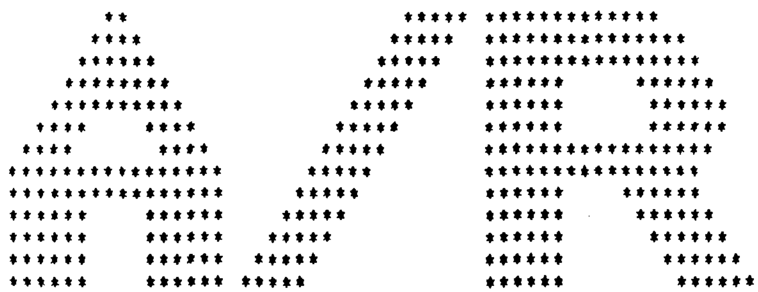
	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	.00	.00	.00	.00	.00	.00
TOTAL	.00	.00	.00	.00	.00	.00
A/R						
FEES	.00	.00	.00	.00	.00	.00
DISB	904.75	878.15	26.60	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	904.75	878.15	26.60	.00	.00	.00

LTD VAR	$	HOURS
BILD	17,987.50	129.75
+UNB	.00	.00
-WRKD	20,487.50	129.75
+/-	(2,500.00)	(12.20%)
PRIOR	.00	
W/DWN	(2,500.00)	
W/OFF	.00	

LTD FEES A/R	$
BILD	17,987.50
-CLTD	17,987.50
+W/O	.00
BAL	.00
YTD FEES A/R	**$**
BILD	1,105.00
-CLTD	17,987.50
+W/O	.00

A/R ACTIVITY:

LAST FEE BILLING :	4/30/95	.00
LAST FEE PAYMENT :	2/27/95	1,105.00
LAST DISB BILLING:	4/30/95	878.15
LAST DISB PAYMENT:	5/25/95	8.85
LAST LCHG BILLING :	0/00/00	.00
LAST LCHG PAYMENT :	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00
CURRENT BAL ON ACCT:		.00



CURRENT RETAINER BALANCE: .00

APPLY TO: FEES $________ DISB $ ________ LCHG $ ________

/\/

***** A/R ADJUSTMENTS *****

WRITE-OFF: FEES ____ DISB ____ LCHG ____

REASON: ______________________________

TAKE CREDITS INTO INCOME ____

OFFSET CREDITS AGAINST BALANCES IN THIS MATTER ____

OFFSET CREDITS AGAINST BALANCES IN THESE MATTERS:

FILE #________ #________ #________ #________

CHANGE REBILL FORMAT FROM " " TO ____ CURRENT FORMAT: EE

\/

***** BILL ON ACCOUNT *****

FEE AMOUNT $________ BILL THROUGH DATE: ____/____/____

INV. FORMAT ____ OR DESCRIPTION: ________________

____

____

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0562.00 BATY: Turken #2276 WATY: Turken #2276

FILE LABEL : General FILE #: S0562-0007 PRIOR BATY: PRIOR WATY: OPENED: 6/21/94
AREA OF LAW: Litigation - General
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	733.75	733.75	.00	.00	.00	.00
DISB	75.50	8.50	67.00	.00	.00	.00
TOTAL	809.25	742.25	67.00	.00	.00	.00
A/R						
FEES	435.00	307.50	127.50	.00	.00	.00
DISB	55.00	32.00	23.00	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	490.00	339.50	150.50	.00	.00	.00

LTD VAR	$	HOURS
BILD	2,467.50	54.25
+UNB	733.75	3.25
-WRKD	11,021.25	61.50
+/-	(7,820.00)	(76.01%)
PRIOR	.00	
W/DWN	(6,810.00)	
W/OFF	(1,010.00)	

LTD FEES A/R $	
BILD	2,467.50
-CLTD	2,032.50
+W/O	.00
BAL	435.00
YTD FEES A/R $	
BILD	477.50
-CLTD	2,032.50
+W/O	.00

THIS IS INVOICE FORMAT "EE" FREQUENCY "M"

	DATE	DESCRIPTION OF SERVICES RENDERED THROUGH 6/09/95:	ATY	HOURS	FEES	ATY#	CUMULATIVE
_____ TR WO SP HD	5/01/95	Correspondence with debtor's counsel re status update of all SES matters	D A	.75	153.75	2275	153.75
_____ TR WO SP HD	5/01/95	Miscellaneous re bankruptcy	J T	.75	221.25	2276	375.00
_____ TR WO SP HD	5/02/95	Tel. Conf.(s) with bankruptcy court re status of case	D A	.25	51.25	2275	426.25
_____ TR WO SP HD	5/12/95	Correspondence with ELLEN BATZEL RE OPINION	D A	1.00	205.00	2275	631.25
_____ TR WO SP HD	5/17/95	Correspondence with BANKRUPTCY COURT RE PENDING LITIGATION	D A	.25	51.25	2275	682.50
_____ TR WO SP HD	5/22/95	Correspondence with BANKRUPTCY COURT RE TRANSFER OF FILES	D A	.25	51.25	2275	733.75

BILLING SUMMARY

ATTORNEY	HOURS	RATE	FEES
Aronoff	2.50	205	512.50
Turken	.75	295	221.25

	DATE	CONTROL #	TYPE	DESCRIPTION	CHECK #	AMOUNT
_____ TR WO VF HD	5/08/95	505090	36	Reproduction of Document(s)		2.50
_____ TR WO VF HD	5/27/95	505278	36	Reproduction of Document(s)		5.25
_____ TR WO VF HD	6/03/95	506001	36	Reproduction of Document(s)		.75

_____	TR WO VF HD	4/03/95	505032	53	Telecopy Local 2 Copies to J. Ahern at State of CA Dept. of Justice from K. Allman	3.00
_____	TR WO VF HD	4/10/95	505027	53	Telecopy Local 2 Copies to J. Ahern at State of CA Dept. of Justice from K. Allman	3.00
_____	TR WO VF HD	4/13/95	505051	53	Telecopy Local 2 Copies to E. Batzel from D. Aronoff	3.00
_____	TR WO VF HD	4/19/95	505061	53	Telecopy Local 2 Copies to E. Batzel from D. Aronoff	3.00
_____	TR WO VF HD	4/28/95	505907	77	Pro courier - B,N,F&Y - David Aronoff MARSACK & GOE - BRONMALL	55.00

REIMBURSABLE DISBURSEMENTS THROUGH 6/09/95:

Reproduction of Document(s)	8.50
4/03/95 Telecopy Local 2 Copies to J. Ahern at State of CA Dept. of Justice from K. Allman	3.00
4/10/95 Telecopy Local 2 Copies to J. Ahern at State of CA Dept. of Justice from K. Allman	3.00
4/13/95 Telecopy Local 2 Copies to E. Batzel from D. Aronoff	3.00
4/19/95 Telecopy Local 2 Copies to E. Batzel from D. Aronoff	3.00
4/28/95 Pro courier - B,N,F&Y - David Aronoff MARSACK & GOE - BRONMALL	55.00
TOTAL REIMBURSABLE DISBURSEMENTS	75.50

LIFE TO DATE INFORMATION								UNBILLED INFORMATION			
WORKED HOURS	WORKED FEES	WRITTEN-OFF HOURS	WRITTEN-OFF FEES	BILLED HOURS	BILLED FEES	ATTORNEY NAME	ATY#	UNB HOURS	UNB FEES	BILL AT	TO FILE
.00	.00	.00	.00	.00	.00	Buchalter	113				
1.25	375.00	.00	.00	1.25	.00	Chinski	187				
1.25	382.50	.00	.00	1.25	.00	Wolman	187				
.50	150.00	.00	.00	.50	.00	Rosen	2175				
18.25	3,242.50	.00	.00	15.75	2,135.00	Aronoff	2278>	2.50	512.50	_____	WO TR_____
11.75	3,188.25	3.50	945.00	7.50	332.50	Turken	2278>	.75	221.25	_____	WO TR_____
12.75	1,657.50	.50	65.00	12.25	.00	Rudman	2280				

LIFE TO DATE INFORMATION								UNBILLED INFORMATION			
WORKED		WRITTEN-OFF		BILLED		ATTORNEY		UNB	UNB	BILL	TO
HOURS	FEES	HOURS	FEES	HOURS	FEES	NAME	ATY#	HOURS	FEES	AT	FILE
15.75	2,047.50	.00	.00	15.75	.00	Vyneman	2283				
81.50	11,021.25	4.00	1,010.00	54.25	2,487.50	TOTALS		3.25	733.75	TOTAL UNBILLED TIME	
									75.50	TOTAL DISBURSEMENTS	

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INVOICE MAINTENANCE

	LCHG	DISB	FEES
BAL UNB:		75.50	733.75
BAL A/R	.00	55.00	435.00
ON ACCT:			.00
LAST FEE BILLING:		4/30/95	307.50
LAST FEE PAYMENT:		5/25/95	42.50
LAST DISB BILLING:		4/30/95	32.00
LAST DISB PAYMENT:		5/25/95	42.30
LAST LCHG BILLING:		0/00/00	.00
LAST LCHG PAYMENT:		0/00/00	.00
LAST BILL ON ACCT:		0/00/00	.00

TYPE: M DEPARTMENT: 007 LITIGATION
FORMAT: EE OFFICE: 01 LOS ANGELES
REBILL:

SPECIAL INSTRUCTIONS:

MAILING ADDRESS: Security Environmental Systems, Inc
15302 Pipeline Lane
Huntington Beach CA 92649

********** DATA UPDATE **********

Area of Law : _____

BILLING INSTRUCTIONS

BILL FEES & COSTS : ____ (FULL ALLOCATIONS)
ENTER BILL AMOUNT: $_____ (ROUND/UP PERCENTAGE: ____ %) (HOLD BALANCE: ____)

PARTIAL BILL FEES & COSTS: ____ (NO ALLOCATIONS)
BILL ON ACCOUNT : ____ (NO ALLOC/NO DESCRIP)

FINAL BILL FEES & COSTS : ____ (FINAL ALLOCATIONS)
FINAL BILL ON ACCOUNT : ____ (FULL ALLOC/FULL DESC)

****

BILL FEES THROUGH: __/__/__ BILL COSTS THROUGH: __/__/__

****

DO NOT BILL COSTS : ____ BILL Late Charges : ____

****

CURRENT RETAINER BALANCE: .00

APPLY TO:

CURRENT BILLING: FEES $_____ COST $_____

ACCTS / RECEIV: FEES $_____ COST $_____ LCHG$_____

****

WRITE-OFF TOTAL UNBILLED: FEES ____ COSTS ____

WRITE-OFF TOTAL ACCTS/REC: FEES ____ COSTS ____ LCHG ____

REASON: _____

_____

DEACTIVATE: ___ **********

SPECIAL OPTIONS:

1) PRINT: BILLED TO DATE ___ AMT IN CONTROVERSY ___ RETAINER BAL ___
2) TREAT A WRITE/DOWN AS A "COURTESY DISCOUNT": ___
3) PREPARE A MANUAL INVOICE: ___ (ATTACH ALTERNATIVE DESCRIPTION)
4) CHANGE TO INVOICE FORMAT: ___
5) MAIL AS IS: _____ (INITIALS REQUIRED)

****

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0562.00 BATY: Turken #2276 WATY: Turken #2276

FILE LABEL : Department of Health (Adv.) FILE #: S0562-0008 PRIOR BATY: PRIOR WATY: OPENED: 9/08/94
AREA OF LAW: Litigation - Toxic Torts
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	.00	.00	.00	.00	.00	.00
TOTAL	.00	.00	.00	.00	.00	.00
A/R						
FEES	1,117.50	255.00	862.50	.00	.00	.00
DISB	76.44	38.80	37.64	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	1,193.94	293.80	900.14	.00	.00	.00

LTD VAR	$	HOURS
BILD	4,270.00	25.50
+UNB	.00	.00
-WRKD	4,270.00	25.50
+/-	.00	.00%
PRIOR	.00	
W/UP	.00	
W/OFF	.00	

LTD FEES A/R	$
BILD	4,270.00
-CLTD	3,152.50
+W/O	.00
BAL	1,117.50

YTD FEES A/R	$
BILD	2,452.50
-CLTD	3,152.50
+W/O	.00

M E S S A G E S T O B I L L I N G A T T O R N E Y

ATTY: Allman #2272 12/13/94 - Jim - please note that a substantial portion of the time spent on this letter was in looki
DELETE ___ (Y/N) ng for files and documents which summarized the cases.

A/R ACTIVITY:

LAST FEE BILLING :	4/30/95	255.00
LAST FEE PAYMENT :	5/25/95	112.50
LAST DISB BILLING:	4/30/95	38.80
LAST DISB PAYMENT:	5/25/95	9.00
LAST LCHG BILLING :	0/00/00	.00
LAST LCHG PAYMENT :	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00
CURRENT BAL ON ACCT:		.00

CURRENT RETAINER BALANCE: .00

APPLY TO: FEES $_____ DISB $ _____ LCHG $ _____

***** A/R ADJUSTMENTS *****

WRITE-OFF: FEES ____ DISB ____ LCHG ____

REASON: _____

TAKE CREDITS INTO INCOME ____

OFFSET CREDITS AGAINST BALANCES IN THIS MATTER ____

OFFSET CREDITS AGAINST BALANCES IN THESE MATTERS:

FILE #_____ #_____ #_____ #_____

CHANGE REBILL FORMAT FROM " " TO _____ CURRENT FORMAT: EE

***** BILL ON ACCOUNT *****

FEE AMOUNT $_____ BILL THROUGH DATE: ____/____/____

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0582.00 BATY: Turken #2276 WATY: Aronoff #2275

FILE LABEL : Demenno Kerdoon, Inc. (Adv.) FILE #: S0582-0009 PRIOR BATY: PRIOR WATY: OPENED: 9/28/94
AREA OF LAW: Litigation - General
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	.00	.00	.00	.00	.00	.00
TOTAL	.00	.00	.00	.00	.00	.00
A/R						
FEES	1,161.25	651.25	510.00	.00	.00	.00
DISB	.00	.00	.00	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	1,161.25	651.25	510.00	.00	.00	.00

LTD VAR	$	HOURS
BILD	4,276.25	27.75
+UNB	.00	.00
-WRKD	4,276.25	27.75
+/-	.00	.00%
PRIOR	.00	
W/UP	.00	
W/OFF	.00	

LTD FEES A/R	$
BILD	4,276.25
-CLTD	3,115.00
+W/O	.00
BAL	1,161.25
YTD FEES A/R	$
BILD	3,581.25
-CLTD	3,115.00
+W/O	.00

A/R ACTIVITY:

LAST FEE BILLING :	4/30/95	651.25
LAST FEE PAYMENT :	2/27/95	2,400.00
LAST DISB BILLING:	2/28/95	73.75
LAST DISB PAYMENT:	5/25/95	73.75
LAST LCHG BILLING :	0/00/00	.00
LAST LCHG PAYMENT :	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00
CURRENT BAL ON ACCT:		.00

A/R

CURRENT RETAINER BALANCE: .00

APPLY TO: FEES $______ DISB $ ______ LCHG $ ______

/\/

***** A/R ADJUSTMENTS *****

WRITE-OFF: FEES ____ DISB ____ LCHG ____

REASON: ________________________________

TAKE CREDITS INTO INCOME ____

OFFSET CREDITS AGAINST BALANCES IN THIS MATTER ____

OFFSET CREDITS AGAINST BALANCES IN THESE MATTERS:

FILE #________ #________ #________ #________

CHANGE REBILL FORMAT FROM " " TO ____ CURRENT FORMAT: EE

\/

***** BILL ON ACCOUNT *****

FEE AMOUNT $________ BILL THROUGH DATE: ____/____/____

INV. FORMAT ____ OR DESCRIPTION: ________________

____

____

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0582.00 BATY: Turken #2276 WATY: Turken #2276

FILE LABEL : Security Environmental Adv. Bright FILE #: S0582-0010 PRIOR BATY: PRIOR WATY: OPENED: 8/24/94
AREA OF LAW: Litigation - Breach of Contract-Money/Other
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	.00	.00	.00	.00	.00	.00
TOTAL	.00	.00	.00	.00	.00	.00
A/R						
FEES	.00	.00	.00	.00	.00	.00
DISB	11.25	11.25	.00	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	11.25	11.25	.00	.00	.00	.00

LTD VAR	$	HOURS
BILD	62.50	.25
+UNB	.00	.00
-WRKD	62.50	.25
+/-	.00	.00%
PRIOR	.00	
W/UP	.00	
W/OFF	.00	

LTD FEES A/R	$
BILD	62.50
-CLTD	62.50
+W/O	.00
BAL	.00

YTD FEES A/R	$
BILD	.00
-CLTD	62.50
+W/O	.00

A/R ACTIVITY:

LAST FEE BILLING :	4/30/95	.00
LAST FEE PAYMENT :	2/03/95	62.50
LAST DISB BILLING:	4/30/95	11.25
LAST DISB PAYMENT:	0/00/00	.00
LAST LCHG BILLING :	0/00/00	.00
LAST LCHG PAYMENT :	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00
CURRENT BAL ON ACCT:		.00

A/R

CURRENT RETAINER BALANCE: .00

APPLY TO: FEES $_________ DISB $ _________ LCHG $ _________

/\/

***** A/R ADJUSTMENTS *****

WRITE-OFF: FEES ____ DISB ____ LCHG ____

REASON: ______________________________

TAKE CREDITS INTO INCOME ____

OFFSET CREDITS AGAINST BALANCES IN THIS MATTER ____

OFFSET CREDITS AGAINST BALANCES IN THESE MATTERS:

FILE #__________ #__________ #__________ #__________

CHANGE REBILL FORMAT FROM " " TO _____ CURRENT FORMAT: EE

\/

***** BILL ON ACCOUNT *****

FEE AMOUNT $_________ BILL THROUGH DATE: ____/____/____

INV. FORMAT ____ OR DESCRIPTION: ______________________

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0582.00 BATY: Turken #2276 WATY: Turken #2276

FILE LABEL : Essex Waste Management FILE #: S0582-0012 PRIOR BATY: PRIOR WATY: OPENED: 11/03/94
AREA OF LAW: Litigation - Breach of Contract-Money/Other
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: 1,000,000.00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	109.69	4.75	77.50	27.44	.00	.00
TOTAL	109.69	4.75	77.50	27.44	.00	.00
A/R						
FEES	3,098.75	608.25	2,492.50	.00	.00	.00
DISB	500.79	214.44	286.35	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	3,599.54	820.69	2,778.85	.00	.00	.00

LTD VAR	$	HOURS
BILD	19,382.50	129.25
+UNB	.00	.00
-WRKD	25,440.00	148.50
+/-	(6,057.50)	(23.81%)
PRIOR	.00	
W/DWN	(3,000.00)	
W/OFF	(3,057.50)	

LTD FEES A/R	$
BILD	19,382.50
-CLTD	16,283.75
+W/O	.00
BAL	3,098.75

YTD FEES A/R	$
BILD	11,552.50
-CLTD	16,283.75
+W/O	.00

M E S S A G E S T O B I L L I N G A T T O R N E Y

ATTY: Allman #2272 11/19/94 - zing and transportatio to you for execution and then delivery to the Federal Express offic e.

ATTY: Allman #2272 11/18/94 - ter speaking with local counsel.

THIS IS INVOICE FORMAT "EE" FREQUENCY "M"

BILLING SUMMARY

ATTORNEY	HOURS	RATE	FEES

	DATE	CONTROL #	TYPE	DESCRIPTION	CHECK #	AMOUNT
TR WO VF HD	4/13/95	505098	34	Process Service - Janney & Janney rush filing USDC Santa Ana- D. Aronoff		72.50
TR WO VF HD	6/03/95	506001	38	Reproduction of Document(s)		4.75
TR WO VF HD	3/24/95	505219	66	Long Distance/Call Detail 302/5715550 WILMINGTON ARONOFF		19.32
TR WO VF HD	3/30/95	505219	66	Long Distance/Call Detail 816/4746550 MO,ARONOFF		8.12
TR WO VF HD	3/23/95	505409	77	Pro Courier -CREDIT FOR DUPLICATE ENTRY		20.02-
TR WO VF HD	3/23/95	505904	77	Pro courier - B,N,F&Y - Kim Allman JEFFER MANGELS - M ABLE		20.02
TR WO VF HD	4/05/95	505197	78	Court Service Charge/Janney & Janney ARONOFF		5.00

Reproduction of Document(s)	4.75
Long Distance/Call Detail	27.44
4/13/95 Process Service - Janney & Janney rush filing USDC Santa Ana- D. Aronoff	72.50
3/23/95 Pro Courier -CREDIT FOR DUPLICATE ENTRY	20.02-
3/23/95 Pro courier - B,N,F&Y - Kim Allman JEFFER MANGELS - M ABLE	20.02
4/06/95 Court Service Charge/Janney & Janney ARONOFF	5.00
TOTAL REIMBURSABLE DISBURSEMENTS	109.69

LIFE TO DATE INFORMATION								UNBILLED INFORMATION			
WORKED HOURS	WORKED FEES	WRITTEN-OFF HOURS	WRITTEN-OFF FEES	BILLED HOURS	BILLED FEES	ATTORNEY NAME	ATY#	UNB HOURS	UNB FEES	BILL AT	TO FILE
1.75	393.75	.00	.00	1.75	393.75	Orr	2051				
.25	61.25	.00	.00	.25	43.11	Bogeaus	2189				
.25	51.25	.00	.00	.25	51.25	Rubinfeld	2190				
1.00	130.00	.00	.00	1.00	130.00	Watkins	2261				
63.25	9,492.50	15.75	2,362.50	47.50	6,652.52	Allman	2272				
57.00	9,766.25	2.50	425.00	54.50	7,649.71	Aronoff	2275				
16.25	4,387.50	1.00	270.00	15.25	3,497.88	Turken	2276				
4.50	585.00	.00	.00	4.50	411.78	Shalit	2299				
4.25	552.50	.00	.00	4.25	552.50	Shalit	4820				
148.50	25,440.00	19.25	3,057.50	129.25	19,382.50	TOTALS		.00	.00	TOTAL UNBILLED TIME	
									109.69	TOTAL DISBURSEMENTS	

INVOICE MAINTENANCE

	LCHG	DISB	FEES
BAL UNB:		109.69	.00
BAL A/R	.00	500.79	3,098.75
ON ACCT:			.00

LAST FEE BILLING:	4/30/95	608.25
LAST FEE PAYMENT:	5/25/95	1,322.50
LAST DISB BILLING:	4/30/95	214.44
LAST DISB PAYMENT:	5/25/95	101.34
LAST LCHG BILLING:	0/00/00	.00
LAST LCHG PAYMENT:	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00

TYPE: M DEPARTMENT: 007 LITIGATION
FORMAT: EE OFFICE: 01 LOS ANGELES
REBILL:

SPECIAL INSTRUCTIONS:

MAILING ADDRESS: Security Environmental Systems, Inc
15302 Pipeline Lane
Huntington Beach CA 92649

********** DATA UPDATE **********

Area of Law : _____

BILLING INSTRUCTIONS

BILL FEES & COSTS : ____ (FULL ALLOCATIONS)

ENTER BILL AMOUNT: $_____ (ROUND/UP PERCENTAGE: ____ %) (HOLD BALANCE: ____)

PARTIAL BILL FEES & COSTS: ____ (NO ALLOCATIONS)

BILL ON ACCOUNT : ____ (NO ALLOC/NO DESCRIP)

FINAL BILL FEES & COSTS : ____ (FINAL ALLOCATIONS)

FINAL BILL ON ACCOUNT : ____ (FULL ALLOC/FULL DESC)

****

BILL FEES THROUGH: __/__/__ BILL COSTS THROUGH: __/__/__

****

DO NOT BILL COSTS : ____ BILL Late Charges : ____

****

CURRENT RETAINER BALANCE: 1,702.78

APPLY TO:

CURRENT BILLING: FEES $_____ COST $_____

ACCTS / RECEIV: FEES $_____ COST $_____ LCHG$_____

****

WRITE-OFF TOTAL UNBILLED: FEES ____ COSTS ____

WRITE-OFF TOTAL ACCTS/REC: FEES ____ COSTS ____ LCHG ____

REASON: _____

_____

DEACTIVATE: ___ **********

SPECIAL OPTIONS:

1) PRINT: BILLED TO DATE ___ AMT IN CONTROVERSY ___ RETAINER BAL ___
2) TREAT A WRITE/DOWN AS A "COURTESY DISCOUNT": ___
3) PREPARE A MANUAL INVOICE: ___ (ATTACH ALTERNATIVE DESCRIPTION)
4) CHANGE TO INVOICE FORMAT: ___
5) MAIL AS IS: _____ (INITIALS REQUIRED)

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0582.00 BATY: Turken #2278 WATY: Aronoff #2275

FILE LABEL : Ferro Union Inc. FILE #: S0582-0013 PRIOR BATY: PRIOR WATY: OPENED: 1/09/95
AREA OF LAW: Litigation - General
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	.00	.00	.00	.00	.00	.00
DISB	15.00	.00	15.00	.00	.00	.00
TOTAL	15.00	.00	15.00	.00	.00	.00
A/R						
FEES	2,553.75	461.25	2,092.50	.00	.00	.00
DISB	1,047.73	296.56	751.17	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	3,601.48	757.81	2,843.67	.00	.00	.00

LTD VAR	$	HOURS
BILD	4,686.25	27.75
+UNB	.00	.00
-WRKD	4,686.25	27.75
+/-	.00	.00%
PRIOR	.00	
W/UP	.00	
W/OFF	.00	

LTD FEES A/R $	
BILD	4,686.25
-CLTD	2,132.50
+W/O	.00
BAL	2,553.75
YTD FEES A/R $	
BILD	4,686.25
-CLTD	2,132.50
+W/O	.00

THIS IS INVOICE FORMAT "EE" FREQUENCY "M"

BILLING SUMMARY

ATTORNEY	HOURS	RATE	FEES

	DATE	CONTROL #	TYPE	DESCRIPTION	CHECK #	AMOUNT
TR WO VF HD	4/03/95	505032	53	Telecopy Local 6 Copies to Y. Molinaro at Mitchell, Silberberg & Knupp from D. Aronoff		9.00
TR WO VF HD	4/04/95	505034	53	Telecopy Local 2 Copies to E. Batzel from D. Aronoff		3.00
TR WO VF HD	4/11/95	505027	53	Telecopy Local 2 Copies to E. Batzel from D. Aronoff		3.00
TR WO VF HD	3/31/95	505409	77	Pro Courier -CREDIT FOR DUPLICATE ENTRY		21.56-
TR WO VF HD	3/31/95	505904	77	Pro courier - B,N,F&Y - David Aronoff MITHCHELL,SILBERBERG - RANDELL		21.56

REIMBURSABLE DISBURSEMENTS THROUGH 6/09/95:

4/03/95	Telecopy Local 6 Copies to Y. Molinaro at Mitchell, Silberberg & Knupp from D. Aronoff	9.00
4/04/95	Telecopy Local 2 Copies to E. Batzel from	3.00

	D. Aronoff	
4/11/95	Telecopy Local 2 Copies to E. Batzel from	3.00
	D. Aronoff	
3/31/95	Pro Courier -CREDIT FOR DUPLICATE ENTRY	21.56-
3/31/95	Pro courier - B,N,F&Y - David Aronoff	21.56
	MITHCHELL,SILBERBERG - RANDELL	
	TOTAL REIMBURSABLE DISBURSEMENTS	15.00

LIFE TO DATE INFORMATION

WORKED HOURS	WORKED FEES	WRITTEN-OFF HOURS	WRITTEN-OFF FEES	BILLED HOURS	BILLED FEES	ATTORNEY NAME	ATY#
4.00	520.00	.00	.00	4.00	520.00	Watkins	2261
23.25	4,031.25	.00	.00	23.25	4,031.25	Aronoff	2275
.50	135.00	.00	.00	.50	135.00	Turken	2276
27.75	4,686.25	.00	.00	27.75	4,686.25	TOTALS	

UNBILLED INFORMATION

UNB HOURS	UNB FEES	BILL AT	TO FILE
.00	.00	TOTAL UNBILLED TIME	
	15.00	TOTAL DISBURSEMENTS	

****

INVOICE MAINTENANCE

	LCHG	DISB	FEES
BAL UNB:		15.00	.00
BAL A/R	.00	1,047.73	2,553.75
ON ACCT:			.00
LAST FEE BILLING:		4/30/95	461.25
LAST FEE PAYMENT:		5/25/95	892.50
LAST DISB BILLING:		4/30/95	298.58
LAST DISB PAYMENT:		5/25/95	82.97
LAST LCHG BILLING:		0/00/00	.00
LAST LCHG PAYMENT:		0/00/00	.00
LAST BILL ON ACCT:		0/00/00	.00

TYPE: M DEPARTMENT: 007 LITIGATION
FORMAT: EE OFFICE: 01 LOS ANGELES
REBILL:

SPECIAL INSTRUCTIONS:

MAILING ADDRESS: Security Environmental Systems, Inc
15302 Pipeline Lane
Huntington Beach CA 92649

********** DATA UPDATE **********

Area of Law : _____

BILLING INSTRUCTIONS

BILL FEES & COSTS : ____ (FULL ALLOCATIONS)

ENTER BILL AMOUNT: $_____ (ROUND/UP PERCENTAGE: ____ %) (HOLD BALANCE: ____)

PARTIAL BILL FEES & COSTS: ____ (NO ALLOCATIONS)

BILL ON ACCOUNT : ____ (NO ALLOC/NO DESCRIP)

FINAL BILL FEES & COSTS : ____ (FINAL ALLOCATIONS)

FINAL BILL ON ACCOUNT : ____ (FULL ALLOC/FULL DESC)

****

BILL FEES THROUGH: __/__/__ BILL COSTS THROUGH: __/__/__

****

DO NOT BILL COSTS : ____ BILL Late Charges : ____

****

CURRENT RETAINER BALANCE: .00

APPLY TO:

CURRENT BILLING: FEES $_____ COST $_____

ACCTS / RECEIV: FEES $_____ COST $_____ LCHG$_____

****

WRITE-OFF TOTAL UNBILLED: FEES ____ COSTS ____

WRITE-OFF TOTAL ACCTS/REC: FEES ____ COSTS ____ LCHG ____

REASON: _____

_____

DEACTIVATE: ___ **********

SPECIAL OPTIONS:

1) PRINT: BILLED TO DATE ___ AMT IN CONTROVERSY ___ RETAINER BAL ___
2) TREAT A WRITE/DOWN AS A "COURTESY DISCOUNT": ___
3) PREPARE A MANUAL INVOICE: ___ (ATTACH ALTERNATIVE DESCRIPTION)
4) CHANGE TO INVOICE FORMAT:
5) MAIL AS IS: _____ (INITIALS REQUIRED)

****

CLIENT NAME: Security Environmental Systems, IncCLIENT #: S0582.00 BATY: Turken #2278 WATY: Aronoff #2275

FILE LABEL : WNH Investments, LLC (Adv.) FILE #: S0582-0014 PRIOR BATY: PRIOR WATY: OPENED: 1/11/95
AREA OF LAW: Litigation - General
TRANSFERED FROM #: DATE TRANSFERED: SERVICE BUREAU #: AMOUNT IN CONTROVERSY: .00

	TOTAL	CURRENT	31 - 60	61 - 90	OVER 90	DOUBTFUL
UNB						
FEES	51.25	51.25	.00	.00	.00	.00
DISB	322.63	29.13	275.50	18.00	.00	.00
TOTAL	373.88	80.38	275.50	18.00	.00	.00
A/R						
FEES	102,033.48	3,516.25	98,517.23	.00	.00	.00
DISB	16,766.81	10,451.73	6,315.08	.00	.00	.00
LCHG	.00	.00	.00	.00	.00	.00
TOTAL	118,800.29	13,967.98	104,832.31	.00	.00	.00

LTD VAR	$	HOURS
BILD	189,180.75	1,026.40
+UNB	51.25	.25
-WRKD	199,232.00	1,026.65
+/-	(10,000.00)	(5.02%)
PRIOR	.00	
W/DWN	(10,000.00)	
W/OFF	.00	

LTD FEES A/R $	
BILD	189,180.75
-CLTD	87,147.27
+W/O	.00
BAL	102,033.48
YTD FEES A/R $	
BILD	189,180.75
-CLTD	87,147.27
+W/O	.00

THIS IS INVOICE FORMAT "EE" FREQUENCY "M"

	DATE	DESCRIPTION OF SERVICES RENDERED THROUGH 6/09/95:	ATY	HOURS	FEES	ATY#	CUMULATIVE
TR WO SP HD	5/01/95	Tel. Conf.(s) with John Ricci re Chancery Court opinion	D A	.25	51.25	2275	51.25

BILLING SUMMARY

ATTORNEY	HOURS	RATE	FEES
Aronoff	.25	205	51.25

	DATE	CONTROL #	TYPE	DESCRIPTION	CHECK #	AMOUNT
TR WO VF HD	4/01/95	505123	33	Long Distance AT&T Calling Card- J. Turken		39.46
TR WO VF HD	5/11/95	505811	33	Long Distance/2/7-3/2/95 David Aronoff / INV#	221003	15.38
TR WO VF HD	5/13/95	505157	36	Reproduction of Document(s)		8.75
TR WO VF HD	5/20/95	505233	36	Reproduction of Document(s)		3.50
TR WO VF HD	5/27/95	505278	36	Reproduction of Document(s)		1.50
TR WO VF HD	4/04/95	505209	48	On-Line Library Research/ WESTLAW INV. #86974 PER D. ARONOFF		33.97
TR WO VF HD	4/07/95	505209	48	On-Line Library Research/ WESTLAW INV. #86974 PER D. ARONOFF		129.57
TR WO VF HD	3/07/95	504017	53	Telecopy Long Distance 4 Copies to R. Valihura at Duane, Morris & Hecksher from S. Hartwig		8.00

_____	TR WO VF HD	3/08/95	504014	53	Telecopy Long Distance 5 Copies to R. Valihura at Duane, Morris Hecksher from S. Hartwig	10.00
_____	TR WO VF HD	4/05/95	505037	53	Telecopy Local 18 Copies to E. Batzel from D. Aronoff	27.00
_____	TR WO VF HD	4/07/95	505041	53	Telecopy Local 3 Copies to E. Batzel from D. Aronoff	4.50
_____	TR WO VF HD	4/10/95	505028	53	Telecopy Local 2 Copies to E. Batzel from D. Aronoff	3.00
_____	TR WO VF HD	4/11/95	505028	53	Telecopy Local 4 Copies to S. Silverman at Spolin & Silverman from D. Aronoff	6.00
_____	TR WO VF HD	4/11/95	505028	53	Telecopy Long Distance 4 Copies to C. Seitz, Jr. at Connolly, Bove, et al. from D. Aronoff	8.00
_____	TR WO VF HD	4/11/95	505028	53	Telecopy Long Distance 4 Copies to K. Abrams at Richards, Layton & Finger from D. Aronoff	8.00
_____	TR WO VF HD	4/11/95	505028	53	Telecopy Long Distance 4 Copies to L. Cronin at Smith, Katzenstein & Furlow from D. Aronoff	8.00
_____	TR WO VF HD	4/11/95	505028	53	Telecopy Long Distance 4 Copies to R. Valihura at Duane, Morris & Hecksher from J. Turken	8.00

REIMBURSABLE DISBURSEMENTS THROUGH 6/09/95:

Long Distance	54.84
Reproduction of Document(s)	13.75
4/04/95 On-Line Library Research/ WESTLAW INV. #86974 PER D. ARONOFF	33.97
4/07/95 On-Line Library Research/ WESTLAW INV. #86974 PER D. ARONOFF	129.57
3/07/95 Telecopy Long Distance 4 Copies to R. Valihura at Duane, Morris & Hecksher from S. Hartwig	8.00
3/08/95 Telecopy Long Distance 5 Copies to R. Valihura at Duane, Morris Hecksher from S. Hartwig	10.00
4/05/95 Telecopy Local 18 Copies to E. Batzel from D. Aronoff	27.00
4/07/95 Telecopy Local 3 Copies to E. Batzel from D. Aronoff	4.50
4/10/95 Telecopy Local 2 Copies to E. Batzel from D. Aronoff	3.00
4/11/95 Telecopy Local 4 Copies to S. Silverman at Spolin & Silverman from D. Aronoff	6.00
4/11/95 Telecopy Long Distance 4 Copies to C. Seitz, Jr. at Connolly, Bove, et al. from D. Aronoff	8.00
4/11/95 Telecopy Long Distance 4 Copies to K. Abrams at Richards, Layton & Finger from D. Aronoff	8.00
4/11/95 Telecopy Long Distance 4 Copies to L. Cronin at Smith, Katzenstein & Furlow from D. Aronoff	8.00
4/11/95 Telecopy Long Distance 4 Copies to R. Valihura at Duane, Morris & Hecksher from J. Turken	8.00
TOTAL REIMBURSABLE DISBURSEMENTS	322.63

LIFE TO DATE INFORMATION								UNBILLED INFORMATION			
WORKED HOURS	WORKED FEES	WRITTEN-OFF HOURS	WRITTEN-OFF FEES	BILLED HOURS	BILLED FEES	ATTORNEY NAME	ATY#	UNB HOURS	UNB FEES	BILL AT	TO FILE
2.00	470.00	.00	.00	2.00	470.00	Lubega	2008				
5.75	1,610.00	.00	.00	5.75	1,086.04	Wruble	2183				
.50	75.00	.00	.00	.50	50.58	Sunkin	2244				
3.00	390.00	.00	.00	3.00	390.00	Watkins	2281				
12.00	1,800.00	.00	.00	12.00	1,800.00	Allman	2272				
420.00	71,682.50	.00	.00	419.75	67,157.57	Aronoff	2275>	.25	51.25	_____	WO TR_____
129.50	35,052.50	.00	.00	129.50	33,978.09	Turken	2276				
36.50	11,315.00	.00	.00	36.50	9,826.92	Jarblum	2278				
122.75	20,887.50	.00	.00	122.75	18,543.85	Walker	2287				
156.50	38,342.50	.00	.00	156.50	38,342.50	Savard	2289				
21.90	2,847.00	.00	.00	21.90	2,847.00	Bennett	2295				
57.75	8,682.50	.00	.00	57.75	8,552.70	Goldberger	2302				
58.25	6,116.25	.00	.00	58.25	6,116.25	Adams	4595				
.25	21.25	.00	.00	.25	21.25	Shah	4818				
1,026.65	199,232.00	.00	.00	1,026.40	189,180.75	TOTALS		.25	51.25	TOTAL UNBILLED TIME	
									322.63	TOTAL DISBURSEMENTS	

INVOICE MAINTENANCE

	LCHG	DISB	FEES
BAL UNB:		322.63	51.25
BAL A/R	.00	16,766.81	102,033.48
ON ACCT:			.00

LAST FEE BILLING:	4/30/95	3,516.25
LAST FEE PAYMENT:	5/25/95	66,419.77
LAST DISB BILLING:	4/30/95	10,451.73
LAST DISB PAYMENT:	5/25/95	7,265.57
LAST LCHG BILLING:	0/00/00	.00
LAST LCHG PAYMENT:	0/00/00	.00
LAST BILL ON ACCT:	0/00/00	.00

TYPE: M DEPARTMENT: 007 LITIGATION
FORMAT: EE OFFICE: 01 LOS ANGELES
REBILL:

SPECIAL INSTRUCTIONS:

MAILING ADDRESS: Security Environmental Systems, Inc
15302 Pipeline Lane
Huntington Beach CA 92649

********** DATA UPDATE **********

Area of Law : _____

BILLING INSTRUCTIONS

BILL FEES & COSTS (FULL ALLOCATIONS) : ____ ENTER BILL AMOUNT: $_____ (ROUND/UP PERCENTAGE: ____ %) (HOLD BALANCE: ____)

PARTIAL BILL FEES & COSTS: ____ (NO ALLOCATIONS) BILL ON ACCOUNT : ____ (NO ALLOC/NO DESCRIP)

FINAL BILL FEES & COSTS : ____ (FINAL ALLOCATIONS) FINAL BILL ON ACCOUNT : ____ (FULL ALLOC/FULL DESC)

****

BILL FEES THROUGH: __/__/__ BILL COSTS THROUGH: __/__/__

****

DO NOT BILL COSTS : ____ BILL Late Charges : ____

****

CURRENT RETAINER BALANCE: .00

APPLY TO:

CURRENT BILLING: FEES $_____ COST $_____

ACCTS / RECEIV: FEES $_____ COST $_____ LCHG$_____

****

WRITE-OFF TOTAL UNBILLED: FEES ____ COSTS ____

WRITE-OFF TOTAL ACCTS/REC: FEES ____ COSTS ____ LCHG ____

REASON: _____

_____

DEACTIVATE: ___ **********

SPECIAL OPTIONS:

1) PRINT: BILLED TO DATE ___ AMT IN CONTROVERSY ___ RETAINER BAL ___
2) TREAT A WRITE/DOWN AS A "COURTESY DISCOUNT": ___
3) PREPARE A MANUAL INVOICE: ___ (ATTACH ALTERNATIVE DESCRIPTION)
4) CHANGE TO INVOICE FORMAT: ___
5) MAIL AS IS: _____ (INITIALS REQUIRED)

Security Environmental Systems, Inc
15302 Pipeline Lane
Huntington Beach, CA 92649

CLIENT NUMBER : S1007.00 (2276)
CLOSING DATE : 5/31/95
PAGE : 1

TOTAL ALL MATTERS FOR CLIENT S1007.00

	INVOICES
PREVIOUS BALANCE	27,758.42
TOTAL DUE AND PAYABLE:	27,758.42

THIS IS AN ITEMIZATION OF OUTSTANDING INVOICES AS OF 6/08/95
PLEASE REMIT WITH PAYMENT

FILE LABEL	FILE #	INV #	INV DATE	INV AMT
Investigation	S1007-0001	0639249 00	3/31/95	13,630.17
		1631356 00	11/30/94	14,128.25
				27,758.42

4 53

RECEIVED BY
JUN 12 1995
SUCHALTER, NEMER, FIELDS & YOUNGER

Security Environmental Systems, Inc
15302 Pipeline Lane
Huntington Beach CA 92649

CLIENT NUMBER : S0562.00 (2276)
CLOSING DATE : 5/31/95
PAGE : 1

TOTAL ALL MATTERS FOR CLIENT S0562.00

	INVOICES
PREVIOUS BALANCE	130,576.57
LESS: PAYMENTS RECEIVED	.00
TOTAL DUE AND PAYABLE:	130,576.57

THIS IS AN ITEMIZATION OF OUTSTANDING INVOICES AS OF 6/08/95
PLEASE REMIT WITH PAYMENT

FILE LABEL	FILE #	INV #	INV DATE	INV AMT
Security Environment	S 562-0001	0639239 00	3/31/95	412.05
•		0640223 00	4/30/95	170.07
Security v. Environm	S 562-0002	0639240 00	3/31/95	53.20
		0640224 00	4/30/95	178.75
Security v. Richter,	S 562-0005	0639241 00	3/31/95	26.60
		0640225 00	4/30/95	878.15
General	S 562-0007	0639242 00	3/31/95	150.50
		0640226 00	4/30/95	339.50
Department of Health	S 562-0008	0639243 00	3/31/95	900.14
		0640227 00	4/30/95	293.80
Demenno Kerdoon, Inc	S 562-0009	0639244 00	3/31/95	510.00
		0640228 00	4/30/95	651.25
Security Environment	S 562-0010	0640229 00	4/30/95	11.25
Essex Waste Manageme	S 562-0012	0639245 00	3/31/95	2,778.85
		0640230 00	4/30/95	820.69
Ferro Union Inc.	S 562-0013	0639246 00	3/31/95	2,843.67
		0640231 00	4/30/95	757.81

4 54

Security Environmental Systems, Inc
15302 Pipeline Lane
Huntington Beach CA 92649

CLIENT NUMBER : S0562.00 (2276)
CLOSING DATE : 5/31/95
PAGE : 2

TOTAL ALL MATTERS FOR CLIENT S0562.00

THIS IS AN ITEMIZATION OF OUTSTANDING INVOICES AS OF 6/08/95
PLEASE REMIT WITH PAYMENT

FILE LABEL	FILE #	INV #	INV DATE	INV AMT
WNH Investments, LLC	S 562-0014	0636474 00	3/14/95	81,298.48
		0639247 00	3/31/95	23,533.83
		0640232 00	4/30/95	13,967.98
				130,576.57

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

95 MAY 19 PM 4:28

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: _____ DEPUTY

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379333

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Capistrano Software, Inc.

Name and Address Where Notices Should be Sent
Capistrano Software, Inc.
30290 Rancho Viejo Road
Suite 121
San Juan Capistrano, CA. 92675

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
~~March thru May 1995~~

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
March thru May 1995

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☐ UNSECURED NONPRIORITY CLAIM $_____
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ 2402.07
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☒ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

$_____ (Unsecured)	$_____ (Secured)	$ 2402.07 (Priority)	$ 2402.07 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
5/16/95	[signature]

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

5 86 5 31 95

106032168

CSI

Capistrano Software, Inc.
30290 Rancho Viejo Road Suite 121
San Juan Capistrano, CA 92675
phone (714) 489-9219
fax (714) 489-8083
compuserve 72643,2753

STATEMENT

PLEASE SEND YOUR PAYMENT TO:

CAPISTRANO SOFTWARE, INC.
30290 RANCHO VIEJO ROAD SUITE 121
SAN JUAN CAPISTRANO, CA 92675

Security Environmental Systems
15302 Pipeline
Huntington Beach, CA 92649

ACCOUNT NO.	ACCOUNT NAME
001016	Security Environment

STATEMENT DATE	STATEMENT DATE	ACCOUNT NO.
05/16/95	05/16/95	001016

DATE	CODE	REF. NO.	CHARGES	CREDITS	BALANCE	REF. NO.	CODE	CHECK ITEMS BEING PAID AMOUNT ✓
02/15/95	I	0005086	889.29	.00	889.29	0005086	I	889.29
02/28/95	I	0005096	831.25	.00	831.25	0005096	I	831.25
03/15/95	I	0005120	140.68	.00	140.68	0005120	I	140.68
03/31/95	I	0005150	16.25	.00	16.25	0005150	I	16.25
04/15/95	I	0005169	476.25	.00	476.25	0005169	I	476.25
04/30/95	I	0005180	16.25	.00	16.25	0005180	I	16.25
05/15/95	I	0005207	32.10	.00	32.10	0005207	I	32.10

THIS ACCOUNT IS SERIOUSLY PAST DUE!

ACCOUNT AGE ANALYSIS

48.35	492.50	971.93	889.29
Current	30-Days	60-Days	90-Days

2402.07
TOTAL BALANCE DUE

TOTAL BALANCE DUE 2402.07

5 87

,10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379335

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379335

95 AUG 16 PM 1:01

CENTRAL DISTRICT OF CALIFORNIA

DEPUTY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Cardlock Fuels

Name and Address Where Notices Should be Sent

Cardlock Fuels
1852 West Collins
Orange , CA. 92613

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

2024

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated:_____

1. BASIS FOR CLAIM

☒ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED

~~XX/XX/XXXX~~ 12/31/94

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 4,508.74
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 4,508.74 (Unsecured) $_____ (Secured) $_____ (Priority) $ 4,508.74 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
8/10/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Fred M. Whitaker

FRED M. WHITAKER, ESQ.
VICE PRESIDENT GENERAL COUNSEL

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

CC183

6 86 8-21-95

106032075

10, 1995 12:51:50 CARDLOCK FUELS S EM, INC. PAGE 1
CUSTOMER A/R LEDGE A/R: 08-10-95
FROM 00-00-00 THRU 99-99-99

2024 SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH , CA 92649

AR CONTACT: ALLEN SMITH
PHONE : (714) 892-4645
AP CONTACT: ABERASH
PHONE : NONE

ATE	DUE	REFERENCE	INITIAL	BALANCE	$DISC	AGE	REMARKS	DELV
11-30-94		LC	37.86	37.86		OVER 60		
12-31-94	01-15-95	IN 957957	2,024.94	2,024.94		OVER 60	CL	
01-15-95	01-30-95	IN 960809	1,461.02	1,461.02		OVER 60	CL	
01-31-95		LC	141.34	141.34		OVER 60		
01-31-95	02-15-95	IN 963626	329.11	329.11		OVER 60	CL	
02-15-95	03-02-95	IN 966497	58.20	58.20		OVER 60	CL	
02-28-95		LC	40.50	40.50		OVER 60		
02-28-95	03-15-95	IN 969359	27.43	27.43		OVER 60	CL	
03-31-95		LC	76.30	76.30		OVER 60		
04-30-95		LC	78.01	78.01		OVER 60		
05-31-95		LC	78.01	78.01		OVER 60		
06-30-95		LC	78.01	78.01		31 - 45		
07-31-95		LC	78.01	78.01		1 - 15		
				4,508.74				

6 89

CARDLOCK FUELS
530 W. Milling St.
Lancaster, CA 93534
(800)441-1215 (714)744-7141

Remit payments to:
CARDLOCK FUELS
File # 54192
Los Angeles, CA 90074-4192

CARDLOCK INVOICE

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA. 92649

CUSTOMER : 2024
DATE : 12-31-94
TERMS : NET 15 DAYS
NUMBER : 957957
PAGE NO. : 1

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 31580 - SECURITY ENVIROMENTAL SYSTEMS					21								
12-14-94	10:19	34	U-ONTARIO - TRUCKS	31580	96	1.6	DF2	0.81900	45.37	11.07	8.17	0.48	56.88
12-16-94	13:45	34	U-ONTARIO - TRUCKS	31580	23	6.3	DF2	0.81900	11.46	2.80	2.06	0.12	14.37
12-21-94	6:57	749	U-PLACENTIA	31580	21	0.0	DF2	0.75900	26.53	6.47	4.78	0.28	31.67
12-22-94	13:11	34	U-ONTARIO - TRUCKS	31580	97	1.5	DF2	0.81900	49.48	12.07	8.91	0.52	62.02
12-27-94	7:56	749	U-PLACENTIA	31580	21	2.5	DF2	0.73900	29.39	7.17	5.29	0.31	34.49
								0.79500	162.23	39.58	29.21	1.71	199.43
										SALES TAX:	13.19	TOTAL:	212.62
CARD 31581 - SECURITY ENVIROMENTAL SYSTEMS					80480								
12-15-94	12:03	34	U-ONTARIO - TRUCKS	31581	20920		DF2	0.81900	49.15	11.99	8.85	0.52	61.61
								0.81900	49.15	11.99	8.85	0.52	61.61
										SALES TAX:	4.09	TOTAL:	65.70
CARD 33654 - SECURITY ENVIROMENTAL SYSTEMS					8014								
12-16-94	19:57	34	U-ONTARIO - TRUCKS	33654	91		DF2	0.81900	76.00	18.54	13.68	0.80	95.26
12-21-94	23:56	16	U-KETTLEMAN CITY -	33654	9181		DF2	0.79900	67.13	16.38	12.08	0.70	82.80
12-28-94	13:17	38	WESTLEY - TRUCK ST	33654			DF2	0.71900	50.94	12.43	9.17	0.53	58.76
								0.78600	194.07	47.35	34.93	2.03	236.82
										SALES TAX:	15.05	TOTAL:	251.87
CARD 39354 - SECURITY ENVIROMENTAL SYSTEMS					23								
12-15-94	18:46	34	U-ONTARIO - TRUCKS	39354	23		DF2	0.81900	35.01	8.54	6.30	0.37	43.88
12-16-94	15:34	6	ANAHEIM	39354	57	1.0	DF2	0.79900	33.50	8.17	6.03	0.35	41.32
12-27-94	8:02	34	U-ONTARIO - TRUCKS	39354	23	1.2	DF2	0.84900	27.74	6.77	4.99	0.29	35.60
								0.82100	96.25	23.48	17.32	1.01	120.80
										SALES TAX:	8.01	TOTAL:	128.81

**** CONTINUED ON PAGE 2 ****

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CARDLOCK FUELS
530 W. Milling St.
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Los Angeles, CA 90074-4192

CARDLOCK INVOICE

CUSTOMER : 2024
DATE : 12-31-94
TERMS : NET 15 DAYS
NUMBER : 957957
PAGE NO. : 2

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA, 92649

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 39355 - SECURITY ENVIROMENTAL SYSTEMS					8014								
12-15-94	8:12	34	U-ONTARIO - TRUCKS	39355	9767	27.3	DF2	0.81900	64.17	15.66	11.55	0.67	80.44
								0.81900	64.17	15.66	11.55	0.67	80.44
										SALES TAX:	5.34	TOTAL:	85.78
CARD 39534 - SECURITY ENVIROMENTAL SYSTEMS					92								
12-15-94	19:51	34	U-ONTARIO - TRUCKS	39534	92		DF2	0.81900	48.91	11.93	8.80	0.51	61.30
12-23-94	5:37	34	U-ONTARIO - TRUCKS	39534	32	0.4	DF2	0.81900	126.25	30.81	22.73	1.33	158.27
								0.81900	175.16	42.74	31.53	1.84	219.57
										SALES TAX:	14.57	TOTAL:	234.14
CARD 41882 - SECURITY ENVIROMENTAL SYSTEMS					207402								
12-20-94	8:51	34	U-ONTARIO - TRUCKS	41882	26555		DF2	0.81900	26.37	6.43	4.75	0.28	33.06
								0.81900	26.37	6.43	4.75	0.28	33.06
										SALES TAX:	2.19	TOTAL:	35.25
CARD 41884 - SECURITY ENVIROMENTAL SYSTEMS					21								
12-19-94	5:59	34	U-ONTARIO - TRUCKS	41884	97	1.1	DF2	0.81900	68.69	16.76	12.36	0.72	86.10
12-19-94	6:00	34	U-ONTARIO - TRUCKS	41884	67	2.2	DF2	0.81900	13.44	3.28	2.42	0.14	16.85
12-23-94	8:17	21	MONTEBELLO	41884	88	0.3	DF2	0.77900	60.34	14.72	10.86	0.63	73.21
								0.80200	142.47	34.76	25.64	1.49	176.16
										SALES TAX:	11.97	TOTAL:	188.13
CARD 44853 - SECURITY ENVIROMENTAL SYSTEMS					74206								
12-19-94	14:46	34	U-ONTARIO - TRUCKS	44853			OIL	3.52100	1.00			0.01	3.53
12-19-94	14:46	34	U-ONTARIO - TRUCKS	44853			PROP	1.29000	33.39				43.07
								1.35500	34.39			0.01	46.60
										SALES TAX:	3.61	TOTAL:	50.21

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CARDLOCK INVOICE

CUSTOMER : 2024
DATE : 12-31-94
TERMS : NET 15 DAYS
NUMBER : 957957
PAGE NO. : 3

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA, 92649

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 47916 - SECURITY ENVIRONMENTAL													
12-14-94	15:50	34	U-ONTARIO - TRUCKS	47916			DF2	0.81900	97.78	23.86	17.60	1.03	122.57
12-15-94	10:46	34	U-ONTARIO - TRUCKS	47916			DF2	0.81900	38.29	9.34	6.89	0.40	47.99
12-16-94	10:18	34	U-ONTARIO - TRUCKS	47916			DF2	0.81900	21.34	5.21	3.84	0.22	26.75
								0.81900	157.41	38.41	28.33	1.65	197.31
										SALES TAX:	13.11	TOTAL:	210.42
CARD 47917 - SECURITY ENVIRONMENTAL					34								
12-20-94	5:22	34	U-ONTARIO - TRUCKS	47917	91	3.1	DF2	0.81900	18.33	4.47	3.30	0.19	22.97
								0.81900	18.33	4.47	3.30	0.19	22.97
										SALES TAX:	1.52	TOTAL:	24.49
CARD 47919 - SECURITY ENVIRONMENTAL					265119								
12-28-94	12:16	18	CARSON	47919	555555		DF2	0.74900	100.02	24.40	18.00	1.05	118.36
								0.74900	100.02	24.40	18.00	1.05	118.36
										SALES TAX:	8.28	TOTAL:	126.64
CARD 47921 - SECURITY ENVIRONMENTAL					88								
12-18-94	7:42	34	U-ONTARIO - TRUCKS	47921		1.7	DF2	0.81900	50.10	12.22	9.02	0.53	62.80
12-22-94	9:35	34	U-ONTARIO - TRUCKS	47921		1.7	DF2	0.81900	98.07	23.93	17.65	1.03	122.93
12-26-94	22:55	34	U-ONTARIO - TRUCKS	47921		1.7	DF2	0.84900	35.48	8.66	6.39	0.37	45.54
12-28-94	16:30	38	WESTLEY - TRUCK ST	47921		1.7	DF2	0.71900	54.51	13.30	9.81	0.57	62.37
12-29-94	14:00	38	WESTLEY - TRUCK ST	47921		1.7	DF2	0.71900	79.68	19.44	14.34	0.84	91.91
								0.78000	317.84	77.55	57.21	3.34	386.05
										SALES TAX:	24.83	TOTAL:	410.88

TOTALS BY CARD

31580 - SECURITY ENVIROMENTAL SYSTEMS	0.79500	162.23	39.58	29.21	1.71	199.43
31581 - SECURITY ENVIROMENTAL SYSTEMS	0.81900	49.15	11.99	8.85	0.52	61.51

**** CONTINUED ON PAGE 4 ****

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Los Angeles, CA 90074-4192

CARDLOCK INVOICE

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA, 92649

CUSTOMER : 2024
DATE : 12-31-94
TERMS : NET 15 DAYS
NUMBER : 957957
PAGE NO. : 4

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
TOTALS BY CARD													
33654 - SECURITY ENVIROMENTAL SYSTEMS								0.78600	194.07	47.35	34.93	2.03	236.82
39354 - SECURITY ENVIROMENTAL SYSTEMS								0.82100	96.25	23.48	17.32	1.01	120.80
39355 - SECURITY ENVIROMENTAL SYSTEMS								0.81900	64.17	15.66	11.55	0.67	80.44
39534 - SECURITY ENVIROMENTAL SYSTEMS								0.81900	175.16	42.74	31.53	1.84	219.57
41882 - SECURITY ENVIROMENTAL SYSTEMS								0.81900	26.37	6.43	4.75	0.28	33.06
41884 - SECURITY ENVIROMENTAL SYSTEMS								0.80200	142.47	34.76	25.64	1.49	176.16
44853 - SECURITY ENVIROMENTAL SYSTEMS								1.35500	34.39			0.01	46.60
47916 - SECURITY ENVIRONMENTAL								0.81900	157.41	38.41	28.33	1.65	197.31
47917 - SECURITY ENVIRONMENTAL								0.81900	18.33	4.47	3.30	0.19	22.97
47919 - SECURITY ENVIRONMENTAL								0.74900	100.02	24.40	18.00	1.05	118.36
47921 - SECURITY ENVIRONMENTAL								0.78000	317.84	77.55	57.21	3.34	386.05
								0.81000	1537.86	366.82	270.62	15.79	1899.18
TOTALS BY FUEL													
DF2								0.79800	1503.47	366.82	270.62	15.78	1852.58
PROP								1.29000	33.39				43.07
OIL								3.52000	1.00			0.01	3.53
								0.81000	1537.86	366.82	270.62	15.79	1899.18
TOTALS BY STATE													
2 - CA - DF EXCISE TAXES								0.79800	1503.47	366.82	270.62	15.78	1852.58
2 - CA - GAS EXCISE TAXES								1.29000	33.39				43.07
								0.80800	1536.86	366.82	270.62	15.78	1895.65

SALES TAX TOTAL: 125.76
INVOICE TOTAL : 2,024.94

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NOW OFFERING OVER 80 LOCATIONS

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CARDLOCK INVOICE

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA. 92649

CUSTOMER : 2024
DATE : 01-15-95
TERMS : NET 15 DAYS
NUMBER : 960809
PAGE NO. : 1

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 30113 - SECURITY ENVIROMENTAL SYSTEMS					93672								
01-15-95	: 1	5	TUSTIN					0.00000	1.00				.00
								0.00000	1.00				.00
CARD 31580 - SECURITY ENVIROMENTAL SYSTEMS					21								
01-03-95	14:50	34	U-ONTARIO - TRUCKS	31580	97	0.8	DF2	0.84900	87.77	21.42	15.80	0.90	112.64
01-06-95	7:46	5	TUSTIN	31580	56	4.6	DF2	0.75900	8.80	2.15	1.58	0.09	10.50
01-06-95	7:45	5	TUSTIN	31580	52	0.2	DF2	0.75900	14.20	3.46	2.56	0.15	16.95
								0.83000	110.77	27.03	19.94	1.14	140.09
										SALES TAX:	9.32	TOTAL:	149.41
CARD 31581 - SECURITY ENVIROMENTAL SYSTEMS					20920								
12-29-94	11:03	34	U-ONTARIO - TRUCKS	31581	10618		DF2	0.84900	21.25	5.19	3.83	0.22	27.28
12-30-94	16:31	34	U-ONTARIO - TRUCKS	31581	357400		DF2	0.84900	19.01	4.64	3.42	0.20	24.40
12-30-94	7:18	34	U-ONTARIO - TRUCKS	31581	359270	31.0	DF2	0.84900	60.31	14.72	10.86	0.62	77.40
12-31-94	13:20	34	U-ONTARIO - TRUCKS	31581	27642		DF2	0.84900	18.01	4.39	3.24	0.19	23.11
01-07-95	11:04	34	U-ONTARIO - TRUCKS	31581	23878		DF2	0.84900	24.71	6.03	4.45	0.25	31.71
01-07-95	1:02	34	U-ONTARIO - TRUCKS	31581	25729	53.6	DF2	0.84900	34.52	8.42	6.21	0.36	44.30
01-07-95	1:05	34	U-ONTARIO - TRUCKS	31581	25729		OIL	8.07100	1.00			0.01	8.08
01-09-95	18:18	34	U-ONTARIO - TRUCKS	31581	24113	39.6	DF2	0.84900	40.79	9.95	7.34	0.42	52.34
01-11-95	16:13	34	U-ONTARIO - TRUCKS	31581	27978		DF2	0.84900	30.60	7.47	5.51	0.32	39.28
								0.87800	250.20	60.81	44.86	2.59	327.90
										SALES TAX:	21.95	TOTAL:	349.85
CARD 33654 - SECURITY ENVIROMENTAL SYSTEMS					9181								
01-09-95	9:01	34	U-ONTARIO - TRUCKS	33654	21		DF2	0.84900	25.18	6.14	4.53	0.26	32.31
01-10-95	11:07	34	U-ONTARIO - TRUCKS	33654	21		DF2	0.84900	16.51	4.03	2.97	0.17	21.19
								0.84900	41.69	10.17	7.50	0.43	53.50
										SALES TAX:	3.56	TOTAL:	57.06

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Los Angeles, CA 90074-4192

CARDLOCK INVOICE

CUSTOMER : 2024
DATE : 01-15-95
TERMS : NET 15 DAYS
NUMBER : 960809
PAGE NO. : 2

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA. 92649

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 39355 - SECURITY ENVIROMENTAL SYSTEMS					9767								
01-06-95	10:08	21	MONTEBELLO	39355	96		DF2	0.75900	28.74	7.01	5.17	0.30	34.29
01-11-95	5:43	34	U-ONTARIO - TRUCKS	39355	93	0.0	DF2	0.84900	67.74	16.53	12.19	0.70	86.93
								0.82200	96.48	23.54	17.36	1.00	121.22
										SALES TAX:	8.19	TOTAL:	129.41
CARD 39534 - SECURITY ENVIROMENTAL SYSTEMS					32								
12-28-94	9:24	34	U-ONTARIO - TRUCKS	39534	96	2.5	DF2	0.84900	25.01	6.10	4.50	0.26	32.09
12-29-94	7:40	34	U-ONTARIO - TRUCKS	39534	96		DF2	0.84900	20.18	4.92	3.63	0.21	25.89
12-30-94	2:40	34	U-ONTARIO - TRUCKS	39534	96		DF2	0.84900	32.01	7.81	5.76	0.33	41.08
								0.84900	77.20	18.83	13.89	0.80	99.06
										SALES TAX:	6.61	TOTAL:	105.67
CARD 41884 - SECURITY ENVIROMENTAL SYSTEMS					88								
12-30-94	9:57	34	U-ONTARIO - TRUCKS	41884	585	8.1	DF2	0.84900	60.77	14.83	10.94	0.63	77.99
								0.84900	60.77	14.83	10.94	0.63	77.99
										SALES TAX:	5.20	TOTAL:	83.19
CARD 47916 - SECURITY ENVIRONMENTAL													
12-28-94	15:01	34	U-ONTARIO - TRUCKS	47916			DF2	0.84900	75.20	18.35	13.54	0.77	96.50
12-29-94	9:05	34	U-ONTARIO - TRUCKS	47916			DF2	0.84900	152.55	37.22	27.46	1.57	195.76
								0.84900	227.75	55.57	41.00	2.34	292.26
										SALES TAX:	19.47	TOTAL:	311.73
CARD 47921 - SECURITY ENVIRONMENTAL					88								
01-03-95	17:39	34	U-ONTARIO - TRUCKS	47921	6	0.7	DF2	0.84900	115.23	28.12	20.74	1.19	147.88
01-05-95	3:06	34	U-ONTARIO - TRUCKS	47921		0.0	DF2	0.84900	85.45	20.85	15.38	0.88	109.66

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CARDLOCK INVOICE

CUSTOMER : 2024
DATE : 01-15-95
TERMS : NET 15 DAYS
NUMBER : 960809
PAGE NO. : 3

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA. 92649

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
								0.84900	200.68	48.97	36.12	2.07	257.54
										SALES TAX:	17.16	TOTAL:	274.70

TOTALS BY CARD

30113 - SECURITY ENVIROMENTAL SYSTEMS	0.00000	1.00				.00
31580 - SECURITY ENVIROMENTAL SYSTEMS	0.83000	110.77	27.03	19.94	1.14	140.09
31581 - SECURITY ENVIROMENTAL SYSTEMS	0.87800	250.20	60.81	44.86	2.59	327.90
33654 - SECURITY ENVIROMENTAL SYSTEMS	0.84900	41.69	10.17	7.50	0.43	53.50
39355 - SECURITY ENVIROMENTAL SYSTEMS	0.82200	96.48	23.54	17.36	1.00	121.22
39534 - SECURITY ENVIROMENTAL SYSTEMS	0.84900	77.20	18.83	13.89	0.80	99.06
41884 - SECURITY ENVIROMENTAL SYSTEMS	0.84900	60.77	14.83	10.94	0.63	77.99
47916 - SECURITY ENVIRONMENTAL	0.84900	227.75	55.57	41.00	2.34	292.26
47921 - SECURITY ENVIRONMENTAL	0.84900	200.68	48.97	36.12	2.07	257.54
	0.85100	1066.54	259.75	191.61	11.00	1369.56

TOTALS BY FUEL

DF2	0.84500	1064.54	259.75	191.61	10.99	1361.48
OIL	8.07000	1.00			0.01	8.08
	0.85100	1065.54	259.75	191.61	11.00	1369.56

TOTALS BY STATE

2 - CA - DF EXCISE TAXES	0.84500	1064.54	259.75	191.61	10.99	1361.48
	0.84500	1064.54	259.75	191.61	10.99	1361.48

SALES TAX TOTAL: 91.46
INVOICE TOTAL : 1,461.02

6 96

NOW OFFERING OVER 80 LOCATIONS

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CARDLOCK INVOICE

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA. 92649

CUSTOMER : 2024
DATE : 01-31-95
TERMS : NET 15 DAYS
NUMBER : 963626
PAGE NO. : 1

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 30113 - SECURITY ENVIROMENTAL SYSTEMS					93672								
01-31-95	: 1	9999	ANNUAL LICENSE FEE	0				12.00000	1.00				12.00
								12.00000	1.00				12.00
CARD 31580 - SECURITY ENVIROMENTAL SYSTEMS					52								
01-13-95	4:55	34	U-ONTARIO - TRUCKS	31580	52		DF2	0.84900	32.18	7.85	5.79	0.33	41.29
								0.84900	32.18	7.85	5.79	0.33	41.29
										SALES TAX:	2.75	TOTAL:	44.04
CARD 31581 - SECURITY ENVIROMENTAL SYSTEMS					27978								
01-12-95	7:36	34	U-ONTARIO - TRUCKS	31581	360229		DF2	0.84900	85.00	20.74	15.30	0.88	109.09
								0.84900	85.00	20.74	15.30	0.88	109.09
										SALES TAX:	7.27	TOTAL:	116.36
CARD 39354 - SECURITY ENVIROMENTAL SYSTEMS					23								
01-12-95	6:09	34	U-ONTARIO - TRUCKS	39354	57	0.6	DF2	0.84900	51.70	12.61	9.31	0.53	66.34
01-24-95	7:07	6	ANAHEIM	39354	21	1.3	DF2	0.77900	26.79	6.54	4.82	0.28	32.51
01-26-95	14:48	34	U-ONTARIO - TRUCKS	39354	21		DF2	0.81900	38.38	9.36	6.91	0.40	48.10
								0.82300	116.87	28.51	21.04	1.21	146.95
										SALES TAX:	9.76	TOTAL:	156.71

TOTALS BY CARD

30113 - SECURITY ENVIROMENTAL SYSTEMS	12.00000	1.00				12.00
31580 - SECURITY ENVIROMENTAL SYSTEMS	0.84900	32.18	7.85	5.79	0.33	41.29
31581 - SECURITY ENVIROMENTAL SYSTEMS	0.84900	85.00	20.74	15.30	0.88	109.09
39354 - SECURITY ENVIROMENTAL SYSTEMS	0.82300	116.87	28.51	21.04	1.21	146.95

**** CONTINUED ON PAGE 2 ***

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Los Angeles, CA 90074-4192

CARDLOCK INVOICE

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA, 92649

CUSTOMER : 2024
DATE : 01-31-95
TERMS : NET 15 DAYS
NUMBER : 963626
PAGE NO. : 2

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
TOTALS BY CARD													
								0.88400	235.05	57.10	42.13	2.42	309.33
TOTALS BY FUEL													
DF2								0.83600	234.05	57.10	42.13	2.42	297.33
								12.00000	1.00				12.00
								0.88400	235.05	57.10	42.13	2.42	309.33
TOTALS BY STATE													
2 - CA - DF EXCISE TAXES								0.83600	234.05	57.10	42.13	2.42	297.33
								0.83600	234.05	57.10	42.13	2.42	297.33

SALES TAX TOTAL: 19.78
INVOICE TOTAL : 329.11

Q 98

NOW OFFERING OVER 80 LOCATIONS

FOR CUSTOMER SERVICE CALL (800)441-1215

CARDLOCK FUELS
530 W. Milling St.
Lancaster, CA 93534
(800)441-1215 (714)744-7141

Remit payments to:
CARDLOCK FUELS
File # 54192
Los Angeles, CA 90074-4192

CARDLOCK INVOICE

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA. 92649

CUSTOMER : 2024
DATE : 02-15-95
TERMS : NET 15 DAYS
NUMBER : 966497
PAGE NO. : 1

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 41882 - SECURITY ENVIROMENTAL SYSTEMS					26555								
12-16-94	13:03	9	A-PHOENIX - 27TH				DF2	0.71900	50.47	12.31	9.08	0.52	58.20
								0.71900	50.47	12.31	9.08	0.52	58.20
TOTALS BY CARD													
41882 - SECURITY ENVIROMENTAL SYSTEMS								0.71900	50.47	12.31	9.08	0.52	58.20
								0.71900	50.47	12.31	9.08	0.52	58.20
TOTALS BY FUEL													
DF2								0.71900	50.47	12.31	9.08	0.52	58.20
								0.71900	50.47	12.31	9.08	0.52	58.20
TOTALS BY STATE													
1 - AZ - DF EXCISE TAXES								0.71900	50.47	12.31	9.08	0.52	58.20
								0.71900	50.47	12.31	9.08	0.52	58.20

SALES TAX TOTAL:
INVOICE TOTAL : 58.20
99

NOW OFFERING OVER 80 LOCATIONS FOR CUSTOMER SERVICE CALL (800)441-1215

CARDLOCK FUELS
530 W. Milling St.
Lancaster, CA 93534
(800)441-1215 (714)744-7141

Remit payments to:
CARDLOCK FUELS
File # 54192
Los Angeles, CA 90074-4192

CARDLOCK INVOICE

SECURITY ENVIROMENTAL SYSTEMS
15302 PIPELINE
ATTN: ABERASH
HUNTINGTON BCH CA. 92649

CUSTOMER : 2024
DATE : 02-28-95
TERMS : NET 15 DAYS
NUMBER : 969359
PAGE NO. : 1

DATE	TIME	SITE	LOCATION	KEYBOARD	ODOM	MPG	PROD	PRICE	QUANTITY	FET	SET	MET	AMOUNT
CARD 39355 - SECURITY ENVIROMENTAL SYSTEMS					93								
02-14-95	10:51	20	LOMPOC			4.5	DF2	0.81900	20.52	5.01	3.69	0.21	25.72
								0.81900	20.52	5.01	3.69	0.21	25.72
										SALES TAX:	1.71	TOTAL:	27.43
TOTALS BY CARD													
39355 - SECURITY ENVIROMENTAL SYSTEMS								0.81900	20.52	5.01	3.69	0.21	25.72
								0.81900	20.52	5.01	3.69	0.21	25.72
TOTALS BY FUEL													
DF2								0.81900	20.52	5.01	3.69	0.21	25.72
								0.81900	20.52	5.01	3.69	0.21	25.72
TOTALS BY STATE													
2 - CA - DF EXCISE TAXES								0.81900	20.52	5.01	3.69	0.21	25.72
								0.81900	20.52	5.01	3.69	0.21	25.72

6 100

SALES TAX TOTAL: 1.71
INVOICE TOTAL : 27.43

NOW OFFERING OVER 80 LOCATIONS

FOR CUSTOMER SERVICE CALL (800)441-1215

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

"95-14034"

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379344

"1379344"

95 MAY 11 PM 3:

CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

DEPUTY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Central City Box And Paper Co

Name and Address Where Notices Should be Sent
Central City Box And Paper Co
2716 Leonis Blvd
Vernon, CA. 90058

Telephone No. (213) 582-6263

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
37581

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated:_____

1. BASIS FOR CLAIM

XX Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
10-12-94

3. IF COURT JUDGMENT, DATE OBTAINED:
None

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

XX UNSECURED NONPRIORITY CLAIM $ 2016.41
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 2016.41 (Unsecured) $ -0- (Secured) $ -0- (Priority) $ 2016.41 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.
True

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary. Attached.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5-9-95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
Paul M. Linn Credit Manager

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

CC.14.

5.22.95

108029055

CENTRAL CITY BOX AND PAPER COMPANY
2714 LEONIS BLVD
VERNON CA 90058 (213) 582-6263

INVOICE

CUSTOMER NO.	INVOICE DATE	INVOICE NO.
37581	10/12/94	032954
ORDER NO.	**SALESMAN**	**DATE SHIPPED**
31928	7	10/03/94
BILL TO NO.	**SHIPPED VIA**	
	DIRECT	
P.O. NUMBER	**TERMS**	
2051	1% 10TH NET30	

DUNS #00 827 3492

SHIP TO
SECURITY ENV. SYSTEMS
11015 HEMLOCK
FONTANA, CA 92335

505-796-3550
Roger

BILL TO
SECURITY ENVIRONMENTAL
SYSTEMS, INC.
15302 PIPELINE LANE
HUNTINGTON BCH., CA 92649

ITEM NO.	QUANTITY	DESCRIPTION	PRICE	NET AMOUNT
999999	990	24X20XX22 CORR	1.598.000	1,582.02
999999	1000	15 1/2X15 1/2X25 CORR	1,147.000	1,147.00
999999	1020	11X11X14 CORR	668.000	681.36
444444	1	PLATES	575.000	575.00

THIS IS YOUR INVOICE: NO STATEMENT WILL BE SENT.

1½% SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS 30 DAYS PAST DUE.

PO 5481 J.D.

SUB TOTAL		3,985.38
SALES TAX		47.44
FREIGHT		0.00
GRAND TOTAL		4,032.82

IF PLATES AND ART WORK ARE NOT USED IN ONE YEAR, WE CAN NOT BE RESPONSIBLE.

WE MANUFACTURE OR CARRY A COMPLETE LINE OF: Folding Boxes. Set-Up Boxes. Poly Bags. Paper Bags. Zipper Garment Bags. Twines. Corrugated Boxes. Roll Corrugated. Stationery Boxes. Sealing Tape. Scotch Tape. Printed Sales Books. Ribbons. Gift Wrap. Marking Tags & Pin Tickets. Paper Towels. Toilet Tissue. Drinking Cups. Tissue Paper. Gift Tyons. Embossed Seals. Cushioning Material.

PAGE 102

OFFICE

CENTRAL CITY BOX AND PAPER COMPANY
2716 LEONIS BLVD
VERNON CA 90058 (2[illegible]) 582-6263

SHIPPING ORDER

DATE 09/15/94

SOLD TO
SECURITY ENVIRONMENTAL
SYSTEMS, INC.
15302 PIPELINE LANE
HUNTINGTON BCH, CA 92649

SHIP TO
SECURTIY ENV. SYSTEMS
11015 HEMLOCK
FONTANA, CA 92335

PHONE: 714-892-6645

10-3-94

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALESMAN NO.	P.O. NUMBER	SHIP VIA	TERMS
31928	09/15/94	37581	7	2051	DIRECT	PPD, BIL

QUANTITY ORDERED	QUANTITY SHIPPED	ITEM NUMBER	DESCRIPTION	BUNDLES SHIPPED
1000	990	999999	24X20XX22 CORR	
1000	1000	999999	15 1/2X15 1/2X25 CORR	
1000	1020	999999	11X11X14 CORR	
1	1	444444	PLATES	

O.E.C.

TOTAL PALLETS SHIPPED	
TOTAL PALLETS RETURNED	
TOTAL BUNDLES SHIPPED	

ALL CLAIMS MUST BE MADE WITHIN 5 DAYS FROM RECEIPT OF DELIVERY. NO RETU MERCHANDISE WILL BE ACCEPTED WITHOUT OUR PRIOR CONSENT. BACK ORDERED MI CHANDISE WILL BE SHIPPED AS SOON AS POSSIBLE.

WE MANUFACTURE OR CARRY A COMPLETE LINE OF: Folding Boxes. Set-Up Boxes. Poly Bags. Paper Ba Zipper Garment Bags. Twines. Corrugated Boxes. Roll Corrugated. Stationery Boxes. Sealing Tape. Scotch Ta Printed Sales Books. Ribbons. Gift Wrap. Marking Tags & Pin Tickets. Paper Towels. Toilet Tissue. Drinking Cu Tissue Paper. Gift Tyons. Embossed Seals. Cushioning Material.

FILLED BY: _____ DEL. BY: _____

PO 5481 U.C.

RECEIVED BY _____
PLEASE SIGN NAME IN FULL

DELIVERY RECORD

[illegible] 7 [illegible] 103

CENTRAL CITY BOX & PAPER CO.

2716 LEONIS BOULEVARD, LOS ANGELES, CALIFORNIA 90058

ORDER FORM

31928

DATE: 9-14-94 CUSTOMER NO. 37581

CUSTOMER: P.O. # 2051

ADDRESS:

TELE. NO. SHIP VIA:

SHIP TO: 11015 Hemlock
Fontana Ca 92335

Return to Jean

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	
1M	99	24x20x22 Con	1598.00	1390.00
1M	99	15½ x 15½ x 25 Con	1147.00	997.00
1M	99	11x-11x14 Con	668.00	557.00
		Plates	575.00	575.00

Return to Jean

CREDIT APPROVAL: DATE:

COMMENTS:

7 104

1765

CENTRAL CITY BOX & PAPER COMPANY

Distinctive Packaging

EXECUTIVE OFFICE: 2716 LEONIS BOULEVARD • VERNON, CALIFORNIA 90058
WAREHOUSE: 4620 SEVILLE AVE. • VERNON, CA 90058
TELEPHONE: (213) 582-6263
FAX: (213) 589-5940

SOLD TO: Security Environmental Systems Inc. DATE: 8/16/94
ADDRESS: 15302 Pipeline Lane CUSTOMER ORDER #: 001
CITY: Huntington Beach CA 92649 SALESMAN: Sales

F.O.B. LA	☐ AS HAD WITH NO CHANGES	SUBMIT PROOF ☒ YES ☐ NO	SIDES PRINTED ☐ ONE ☐ TWO pe 4 parts
TERMS Mo 10 N 30	☐ CHANGES	PRINTING COLORS	STOCK DESIGN
APPROX. SHIPPING DATE ASAP	☐ NEW ORDER	#74 RED	STYLE TYPE

QUAN.	DESCRIPTION	PRICE
	* CORRUGATED CARTONS 200T ASC Brown	
	KRAFT PTD 1C4P #74 RED	
1M	24x20x22	$598
1M	15 1/2x15 1/2x25	$1147
1M	20x12x11	$742
	* Ant + Plates @ Cost	
	* TO Be W/C @ CCO+D	

TERMS OF SALE • CLAIMS, WARRANTIES AND LIMITATION OF LIABILITIES

Plates and artwork are billed at cost, and will be billed immediately upon approval. Any changes in printing copy will result in charges unless noted on order. In the event that plates and artwork are not used within one year, we can no longer be held responsible for them.

All orders will be shipped as near as practicable to the dates specified, but initial shipping date is not of the essence. On imported merchandise, we cannot be responsible for shipping dates.

Full tolerance in regards to quantities, color and thickness are applicable to this order. The smaller the order the larger the tolerances.

Seller shall not be liable for non-performance of its agreements caused by failure or delay due to causes unforeseen by it or beyond its control, particularly including labor troubles, embargos, want of transportation facilities, fire, acts of God, or civil or military authority.

Due to material shortages, prices charged will be those in effect at time of delivery, not at time this order is placed. All claims must be made within five (5) days from receipt of delivery.

This order is taken subject to confirmation by our office. Any sales tax or tax of any nature applicable to this order is to be added to price herein, and buyer agrees to pay the same.

If cancelled, all incurred cost will be paid immediately by the buyer upon presentation of invoice.

A service charge of 1½% per month will be added to that portion of the unpaid balance.

In the event legal action should be necessary to enforce collection of the amount due in regards to this order, it is agreed buyer will pay reasonable attorney, court legal, interest and storage charges incurred by Seller. It is hereby stipulated by and between the parties hereto that any suit arising out of this agreement shall be brought in the County of Los Angeles, California and decided by the law of the State of California.

I HAVE READ THE ABOVE • ACCEPTED BY

(Stephen Grossman)

105

CENTRAL CITY BOX & PAPER COMPANY

O.E.C.

Distinctive Packaging

EXECUTIVE OFFICE: 2716 LEONIS BOULEVARD • VERNON, CALIFORNIA 90058
WAREHOUSE: 4620 SEVILLE AVE. • VERNON, CA 90058
TELEPHONE: (213) 582-6263
FAX: (213) 589-5940

1765

#3758

SOLD TO Security Environmental Systems, Inc DATE 8/16/94

ADDRESS 15302 Pipeline Lane CUSTOMER ORDER # 001

CITY Huntington Beach CA 92644 SALESMAN Sacks

F.O.B. LA	☐ AS HAD WITH NO CHANGES	SUBMIT PROOF ☒ YES ☐ NO	SIDES PRINTED ☐ ONE ☐ TWO ☒ 4 pcs
TERMS Hi/Un 30	☐ CHANGES	PRINTING COLORS	STOCK DESIGN
APPROX. SHIPPING DATE ASAP	☐ NEW ORDER	#74 RED	STYLE TYPE

QUAN.	DESCRIPTION		PRICE
	* CORRUGATED CARTONS 200T ASC Brown		
	KIAFF PTD 1C4P #74 RED		
1M	24x20x22	(1390)	$598/
1M	15 1/2x15 1/2x25	(997)	$1147/
1M	~~20x12x11~~ 11x11x14	($642)	$742/
		557.00/M	668.00/
	* Art + Plates @ Cost.		
	* To be w/c @ CCB+D	1,247.05	

TERMS OF SALE • CLAIMS, WARRANTIES AND LIMITATION OF LIABILITIES

Plates and artwork are billed at cost, and will be billed immediately upon approval. Any changes in printing copy will result in charges unless noted on order. In the event that plates and artwork are not used within one year, we can no longer be held responsible for them.

All orders will be shipped as near as practicable to the dates specified, but initial shipping date is not of the essence. On imported merchandise, we cannot be responsible for shipping dates.

Mill tolerance in regards to quantities, color and thickness are applicable to this order. The smaller the order the larger the tolerances.

Seller shall not be liable for non-performance of its agreements caused by failure or delay due to causes unforeseen by it or beyond its control, particularly including labor troubles, embargos, want of transportation facilities, fire, acts of God, or civil or military authority.

Due to material shortages, prices charged will be those in effect at time of delivery, not at time this order is placed. All claims must be made within five (5) days from receipt of delivery.

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If cancelled, all incurred cost will be paid immediately by the buyer upon presentation of invoice.

A service charge of 1½% per month will be added to that portion of the unpaid balance.

In the event legal action should be necessary to enforce collection of the amount due in regards to this order, it is agreed buyer will pay reasonable attorney, court legal, interest and storage charges incurred by Seller. It is hereby stipulated by and between the parties hereto that any suit arising out of this agreement shall be brought in the County of Los Angeles, California and decided by the law of the State of California.

8-16-94

I HAVE READ THE ABOVE • ACCEPTED BY _____

7 106

CENTRAL CITY BOX & PAPER COMPANY

Distinctive Packaging

EXECUTIVE OFFICE: 2716 LEONIS BOULEVARD • VERNON, CALIFORNIA 90058
WAREHOUSE: 4620 SEVILLE AVE. • VERNON, CA 90058
TELEPHONE: (213) 582-6263
FAX: (213) 589-5940

2051

ATTN: Stephen Grossman

SOLD TO Security Environmental Systems DATE 9-6-94

ADDRESS 15302 Pipeline Lane CUSTOMER ORDER #

CITY Huntington Beach, CA 92649 SALESMAN

F.O.B. L.A.	☐ AS HAD WITH NO CHANGES	SUBMIT PROOF ☐ YES ☒ NO	SIDES PRINTED ☐ ONE ☐ TWO 4 Panels
TERMS 1% 10 Net 30	☐ CHANGES	PRINTING COLORS #74 Red	STOCK DESIGN
APPROX. SHIPPING DATE	☒ NEW ORDER		STYLE TYPE

QUAN.	DESCRIPTION	PRICE
1M	24 x 20 x 22 200# RSC Brown Pr t/c 4/p Red	1598.00
1M	15½ x 15½ x 25 " "	1147.00
1M	11 x 11 x 14 " "	668.00
	Plus Art + Plates	~~[illegible]~~
		575.00

TERMS OF SALE • CLAIMS, WARRANTIES AND LIMITATION OF LIABILITIES

Plates and artwork are billed at cost, and will be billed immediately upon approval. Any changes in printing copy will result in charges unless noted on order. In the event that plates and artwork are not used within one year, we can no longer be held responsible for them.

All orders will be shipped as near as practicable to the dates specified, but initial shipping date is not of the essence. On imported merchandise, we cannot be responsible for shipping dates.

Mill tolerance in regards to quantities, color and thickness are applicable to this order. The smaller the order the larger the tolerances.

Seller shall not be liable for non-performance of its agreements caused by failure or delay due to causes unforeseen by it or beyond its control, particularly including labor troubles, embargos, want of transportation facilities, fire, acts of God, or civil or military authority.

Due to material shortages, prices charged will be those in effect at time of delivery, not at time this order is placed. All claims must be made within five (5) days from receipt of delivery.

This order is taken subject to confirmation by our office. Any sales tax or tax of any nature applicable to this order is to be added to price herein, and buyer agrees to pay the same.

If cancelled, all incurred cost will be paid immediately by the buyer upon presentation of invoice.

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In the event legal action should be necessary to enforce collection of the amount due in regards to this order, it is agreed buyer will pay reasonable attorney, court, legal, interest and storage charges incurred by Seller. It is hereby stipulated by and between the parties hereto that any suit arising out of this agreement shall be brought in the County of Los Angeles, California and decided by the law of the State of California.

I HAVE READ THE ABOVE • ACCEPTED BY X _____

101

CENTRAL CITY BOX & PAPER COMPANY

2051

Distinctive Packaging

EXECUTIVE OFFICE: 2716 LEONIS BOULEVARD - VERNON, CALIFORNIA 90058
WAREHOUSE: 4620 SEVILLE AVE. - VERNON, CA 90058
TELEPHONE: (213) 582-6263
FAX: (213) 589-5940

ATTN: Stephen Grossman

SOLD TO Security Environmental System DATE 9-6-94

ADDRESS 15302 Pipeline Lane CUSTOMER ORDER #

CITY Huntington Beach, CA 92649 SALESMAN

FOB L.A	☐ AS HAD WITH NO CHANGES	SUBMIT PROOF ☐ YES ☒ NO	SIDES PRINTED ☐ ONE ☐ TWO 4 Panels
TERMS 1% 10 Net 30	☐ CHANGES	PRINTING COLORS #74 Red	STOCK DESIGN
APPROX SHIPPING DATE	☒ NEW ORDER		STYLE TYPE

QUAN.	DESCRIPTION	PRICE
1M	24 x 20 x 22 200# RSC Brown Pst 1/c 4/p Red	1598.00
1M	15½ x 15½ x 25 " "	1147.00
1M	~~11 x 11 x 14~~ " "	668.00
	Plus Art + Plates	~~1247.00~~
	$	575.00

TERMS OF SALE - CLAIMS, WARRANTIES AND LIMITATION OF LIABILITIES

Plates and artwork are billed at cost, and will be billed immediately upon approval. Any changes in printing copy will result in charges unless noted on order. In the event that plates and artwork are not used within one year, we can no longer be held responsible for them.

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Due to material shortages, prices charged will be those in effect at time of delivery, not at time this order is placed. All claims must be made within five (5) days from receipt of delivery.

This order is taken subject to confirmation by our office. Any sales tax or tax of any nature applicable to this order is to be added to price herein, and buyer agrees to pay the same.

If cancelled, all incurred cost will be paid immediately by the buyer upon presentation of invoice.

A service charge of 1½% per month will be added to that portion of the unpaid balance.

In the event legal action should be necessary to enforce collection of the amount due in regards to this order, it is agreed buyer will pay reasonable attorney, court, legal, interest and storage charges incurred by Seller. It is hereby stipulated by and between the parties hereto that any suit arising out of this agreement shall be brought in the County of Los Angeles, California and decided by the law of the State of California.

106

I HAVE READ THE ABOVE - ACCEPTED BY X S. Grossman 9/8/94

Apply Open Credit

Central City Box and Paper Co.

Exit

Customer: 37581 SECURITY ENVIRONMENTAL

Apply

Select Payment to Apply:

Doc Date	Doc #:	Apply T	Amt	Other A	Total
2/10/95	4343	32954	$2,016.41	$0.00	$2,016.41

Select Invoice to Apply To:

Doc Date	Doc #:	Amt	Other A	Total
10/12/94	32954	$3,985.38	$47.44	$4,032.82

Bal due 2016.41

7 109

B 10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379351

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034-JB

Cred.id: 1379351

MAY 12 PM 1:01

CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

DEPUTY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Chemical Waste Management

Name and Address Where Notices Should be Sent
Chemical Waste Management
4227 Technology Drive
Fremont, CA. 94538

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

- ☐ Goods sold
- ☒ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other (Describe briefly)

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
11/24/93 thru 3/27/95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 98,039.77
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
- ☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
- ☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
- ☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
- ☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
- ☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 98,039.77 (Unsecured) $ — (Secured) $ — (Priority) $ 98,039.77 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
5/10/95	DAVID M. SILVA Accounting Manager

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

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106032637

SECURITY ENVIRONMENTAL

INV #	INV DATE	AMOUNT
SECURITY ENVIRONMENTAL		
68003542	11/24/93	7,425.00
68013219	9/7/94	1,375.00
68014349	9/16/94	3,135.00
68014400	9/16/94	770.00
68014596	9/21/94	330.00
68014707	9/22/94	2,750.00
68014895	9/24/94	2,200.00
68015201	9/28/94	907.50
68015339	9/30/94	2,750.00
68015433	9/30/94	3,575.00
68015978	10/17/94	5,830.00
68016093	10/18/94	13,310.00
68016855	10/31/94	14,586.00
68017557	11/11/94	500.00
68019186	12/15/94	9,806.50
68021432	1/31/95	8,559.65
68021882	2/21/95	3,014.00
68022640	2/28/95	3,014.00
68023118	3/8/95	2,662.00
68023334	3/8/95	613.80
68024303	3/27/95	300.00
PREPAID		(1,628.00)
	SUBTOTAL	85,785.45
CALIFORNIA CHEMICAL DISPOSAL		
68011017	7/19/94	1,203.75
68011272	7/27/94	682.50
68011871	8/18/94	150.00
68012138	8/24/94	903.75
68012322	8/25/94	3,804.68
68012981	8/31/94	2,336.82
68016354	10/25/94	1,742.82
68022245	2/24/95	1,430.00
	SUBTOTAL	12,254.32
GRAND TOTAL		98,039.77

SECURITY ENVIRONMENTAL
7245 ALAMEDA GARDEN GROVE BLVD
GARDEN GROVE CA 92641
OAKLAND CA 94601

CUSTOMER ACCOUNT NUMBER		
680	680	6122108

INVOICE NUMBER	INVOICE DATE	PAGE
68003542	11/24/93	

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0092429950-01	LAX-BI2720	EMPTY CRUSHED UNRINSED DRUMS		SVC DATE:	11/08/93
DISPOSAL		CUBIC YARD	50.00	135.0000	6,750.00
PO# OR CONTRACT#	DRMO	DISP SUR.	1.00	1,000.0000	1,000.00
KINGS COUNTY TAX	WO/04	REVENUE ALLEN	6,750.00	.1000	675.00
KINGS COUNTY TAX		REVENUE	2,710.82	.1000	271.08
				SUBTOTAL	7,425.00
#/Y=360				SUBTOTAL	2,981.90
LIQUID VS SOLID RESOLVED W/P NELSON					
0093184775-01	SFD-J31174	* BAGHOUSE DUST		SVC DATE:	11/04/93
DISPOSAL		TONS	15.88	111.0000	1,769.58
PO# OR CONTRACT#	WO/030	K.S.ALLEN			
KINGS COUNTY TAX		REVENUE	1,769.58	.1000	176.96
				SUBTOTAL	1,946.54
0093184777-01	SFD-J31174	* BAGHOUSE DUST		SVC DATE:	11/16/93
DISPOSAL		TONS	22.35	113.0000	2,525.55
PO# OR CONTRACT#	WO/003	K.S.ALLEN			
KINGS COUNTY TAX		REVENUE	2,525.55	.1000	252.56
				SUBTOTAL	2,778.11
0093184779-01	SFD-J31174	* BAGHOUSE DUST		SVC DATE:	11/16/93
DISPOSAL		TONS	20.59	113.0000	2,326.67
PO# OR CONTRACT#	WO/007	K.S.ALLEN			
KINGS COUNTY TAX		REVENUE	2,326.67	.1000	232.67
				SUBTOTAL	2,559.34

REMIT TO ADDRESS: CHEMICAL WASTE MANAGEMENT INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT: 7,425.00**

WM0087 8/82

ORIGINAL INVOICE

WE APPRECIATE YOUR BUSINESS!

8 112

WE APPRECIATE YOUR BUSINESS!

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES. PLEASE PAY AMOUNT INDICATED BELOW.

TERMS

DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

SECURITY ENVIRONMENTAL SYSTEMS
..
7245 GARDEN GROVE BLVD # J
STE L
GARDEN GROVE CA 92641

CUSTOMER ACCOUNT NUMBER		
680	680	6191169
INVOICE NUMBER	INVOICE DATE	PAGE
68014349	09/16/94	1

REFERENCE NO.	PROFILE	DESC. / UNIT	QUANTITY	RATE	AMOUNT
0093157463-A6	LAX-BI2720	EMPTY CRUSHED UNRINSED DRUMS		SVC DATE:	04/11/94
	DIRECT LANDFILL	DRUMS	38.00	75.0000	2,850.00
	KINGS COUNTY TAX	REVENUE	2,850.00	.1000	285.00
				SUBTOTAL	3,135.00

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT 3,135.00**

CWM0087 8/82

Approved OMB No. 2050-0039 (Expires 9-30-94)
Print or type. Form designed for use on elite (12-pitc...

See Instructions on back of page 6.

Department of Toxic Substances Control
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: CA9570025149 | Manifest Document No.: 40447

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: DRMO VANDENBERG
P.O. BOX 5127
VANDENBERG AFB, CA 93437-5000

4. Generator's Phone (805-734-8232 X69431

D4103
14349

[redacted] 93157463

[redacted] 0020982

5. Transporter 1 Company Name: Security Environmental Systems

6. US EPA ID Number: CAD98088747

[redacted] 892-6645

7. Transporter 2 Company Name:

8. US EPA ID Number:

9. Designated Facility Name and Site Address:
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239

10. US EPA ID Number: CAT00064611

[redacted] CAT00064611 7
[redacted] (209) 386-9711

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	Waste Number
a. NON RCRA HAZARDOUS WASTE, SOLID (EMPTY OIL CONTAINERS) (CALIFORNIA REGULATED ONLY)	008 ~~0115~~	DM	00165 ~~00242~~	P	State 513 EPA/Other NONE
b. NON RCRA HAZARDOUS WASTE, SOLID (EMPTY OIL CONTAINERS) (CALIFORNIA REGULATED ONLY)	023	DM	01127	P	State 512 EPA/Other NONE
c. NON RCRA HAZARDOUS waste solid (Empty oil containers) (California Regulated only	007	DF	00077	P	State 513 EPA/Other NONE
d.					

[redacted]

15. Special Handling Instructions and Additional Information
24 Hour Emergency Response:
Mary McLaughlin (800) 448-0557
DLA200-93-D-0055-0179

11a) ERG:NONE 11b) ERG:NONE
11c) ERG:none 11d)

6365671

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. [illegible]

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: RANDY SCOTT | Signature: [signature] | Month 04 Day 05 Year 94

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: JERRY RIGNEY | Signature: Jerry Rigney | Month 04 Day 05 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name: | Signature: | Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19
Printed/Typed Name: TRACY Reddick | Signature: Tracy Reddick | Month 04 Day 11 Year 94

DO NOT WRITE BELOW THIS LINE.

IN CASE OF EMERGENCY OR SPILL CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA CALL

GENERATOR

TRANSPORTER

FACILITY

[illegible] 8 114

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGE
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	6365671
INVOICE NUMBER	INVOICE DATE	PAGE
68013219	09/07/94	

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0093182901-01	LAX-BH2213	RAGS, DEBRIS CONTAMINATED WITH		SVC DATE:	08/26/94
	DISPOSAL	CUBIC YARD	25.00	50.0000	1,250.00
	PO# OR CONTRACT#	MARE ISLAND NAVAL			
	KINGS COUNTY TAX	REVENUE	1,250.00	.1000	125.00
				SUBTOTAL	1,375.00

SJG #/= 521
DAVID T. QUICHICHO

8 115

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT
1,375.00**

CWM0087 8/82

State of California—Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pt., typewriter.

See Instructions on back page 6.

Department of Toxic Substances Cont
Sacramento, California

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

93182901

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: CA7170024775
Manifest Document No.: A0446
2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: MARE ISLAND NAVAL SHIPYARD
CODE 106.32 T56 BLDG. 65
VALLEJO, CA 94592-5100 I#680 6365671
4. Generator's Phone 707-646-6363

5. Transporter 1 Company Name: Security Environmental Systems
6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name:
8. US EPA ID Number:

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. NON RCRA HAZARDOUS WASTE, SOLID (RAGS, PLASTIC, DEBRIS, W/OIL, GREASE, PAINT)	001	CM	13700 ~~95340~~ PJ	P
b. #\Y-521				
c. 25 CYDS. @ $50.00				
d.				

15. Special Handling Instructions and Additional Information
0700-1630 (707) 646-6363 1630-0700
24 Hour Emergency Response: (707) 646-4222
Jannete Barr (800) 759-2510
SP4400-94-D-0003-0037 COR PEDRO TAOY

11a) FRG:NONE 11b)
11c) 11d)

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

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Printed/Typed Name	Signature	Month Day Year
David T. Quichocho	[signature]	08 26 94

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month Day Year
CHARLES BULT	[signature]	08 26 94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month Day Year

19. Discrepancy Indication Space

RECEIVED
AUG 30 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name	Signature	Month Day Year
W. Gentry	[signature]	08 26 94

BILLED
INIT.
DATE 9/7

DO NOT WRITE BELOW THIS LINE.

8 116

DTSC 8022A (7/92)
EPA 8700—22

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS.

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	6365671

INVOICE NUMBER	INVOICE DATE	PAGE
68014400	09/16/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0093182890-01	LAX-BH2213	RAGS, DEBRIS CONTAMINATED WITH		SVC DATE:	08/18/94
	-DISPOSAL	CUBIC YARD	8.00	50.0000	400.00
	PO# OR CONTRACT#	DRMO-PORTHUENEME			
	KINGS COUNTY TAX	REVENUE	400.00	.1000	40.00
				SUBTOTAL	440.00
	SJG #/Y= 450				
0093182891-01	LAX-BI2334	ABSORBANT,DEBRIS, SOIL CONTAM.		SVC DATE:	08/18/94
	DISPOSAL	CUBIC YARD	6.00	50.0000	300.00
	PO# OR CONTRACT#	*DRMO PORT HUENEME			
	KINGS COUNTY TAX	REVENUE	300.00	.1000	30.00
				SUBTOTAL	330.00
	* #/Y= 880				

PAID 8 117

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT
770.00**

CWM0087 8/82

State of California—Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pitch) typewriter.

See instructions on back of page 6.

Department of Toxic Substances Control, Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA6170023323
Manifest Document No. 04113
2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
DRMO PORT HUENEME (GEN: NAVAL CONSTRUCTION BATTALION CENTER) 779 CARGO ROAD
PORT HUENEME, CA 93043-5000
D4288
4. Generator's Phone (805) 982-3222

5. Transporter 1 Company Name: Security Environmental Systems
6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name
8. US EPA ID Number

9. Designated Facility Name and Site Address
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. NON RCRA HAZARDOUS WASTE, SOLID (RAGS, PADS, OIL) (CALIFORNIA REGULATED ONLY)	001	CM	036620	P
b.				
c.				
d. 6365671				

NO L136
NO CF10

15. Special Handling Instructions and Additional Information
24 Hour Emergency Response:
Mary McLaughlin (800) 759-2510
DLA200-93-D-0055-0254

11a) ERG:NONE 11b)
11c) 11d)

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

GENERATOR — Printed/Typed Name: Olivia Ramirez — Signature: Olivia Ramirez — Month 08 Day 18 Year 94

TRANSPORTER — 17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: DANNY J WARD — Signature: Danny J Ward — Month 08 Day 18 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

FACILITY — 19. Discrepancy Indication Space

RECEIVED AUG 24 1994

BILLED 8/9/15

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: R. Gentry — Signature — Month 08 Day 18 Year 94

INIT. DATE

DO NOT WRITE BELOW THIS LINE.

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

DTSC 8022A (7-92)
EPA 8700-22

8 118

State of California—Environmental Protection Ag
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pitch) typewriter.

See Instructions on back page 6.

Department of Toxic Substances Co
Sacramento, California

Information in the shaded areas is not required by Federal law.

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA3[illegible]
Manifest Document No. 204112
Page 1 of 1

3. Generator's Name and Mailing Address
DRMO PORT HUENEME, UPN: NAVAL CONSTRUCTION BATTALION CENTER 740 CARGO ROAD
PORT HUENEME, CA 93043-5000
D4287

4. Generator's Phone (805) 982-3222

5. Transporter 1 Company Name: Security Environmental Systems
6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name
8. US EPA ID Number

9. Designated Facility Name and Site Address
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. NON RCRA HAZARDOUS WASTE, SOLID (SOIL, OIL AND GREASE) (CALIFORNIA REGULATED ONLY) ABSORBENT,	001	CM	05240	P
b. CT10 - Good till 12/7/94 $50.00 - TON				
c. 6 x 50 = 300 30 330				
d. 6365671			Check density < 2000# 1 y = 50.00 c. yd > 2000# 4 y = 100 ton	

15. Special Handling Instructions and Additional Information
24 Hour Emergency Response:
Mary McLaughlin (800) 759-2510
DLA200-93-D-0055-0254
11a) ERG:NONE 11b)
11c) 11d)

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

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Printed/Typed Name: Olivia Ramirez
Signature: Olivia Ramirez
Month 08 Day 18 Year 94

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: DAWN T. WARD
Signature
Month 08 Day 18 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name
Signature
Month Day Year

19. Discrepancy Indication Space

RECEIVED
AUG 24 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19
Printed/Typed Name
Signature
Month Day Year

DO NOT WRITE BELOW THIS LINE.

BILLED
INIT. FTN
DATE 9/16/94

8 119

GENERATOR — TRANSPORTER — FACILITY

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

DTSC 8022A (7/92)
EPA F700—72

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS

DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS.

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	6365671
INVOICE NUMBER	INVOICE DATE	PAGE
68014596	09/21/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0093157592-02	LAX-AN7647	SANDBLAST GRIT/SANDBLAST MATER		SVC DATE:	09/16/94
DISPOSAL		CUBIC YARD	6.00	50.0000	300.00
PO# OR CONTRACT#		MARE ISLAND			
KINGS COUNTY TAX		REVENUE	300.00	.1000	30.00
				SUBTOTAL	330.00

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

8

PLEASE PAY THIS AMOUNT

120

330.00**

CWM0087 8/82

State of California—Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pitch) typewriter.

See Instructions on back page 6.

Department of Toxic Substances Control
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA7 1 1 7 0 1 9 2 4 7 7 5 | Manifest Document No. A 0 5 1 1 9

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
MARE ISLAND NAVAL Shipyard
Code 106.32 T56 BLD 65
VALLEJO, CA 94592-5100

4. Generator's Phone (707) 646-6378 63

5. Transporter 1 Company Name: Security Environmental Service

6. US EPA ID Number: CAD 9 8 0 8 8 7 4 7 5

7. Transporter 2 Company Name

8. US EPA ID Number

9. Designated Facility Name and Site Address
Chemical Waste Management
3525 old Skyline Road
Kettleman City, CA 93239

10. US EPA ID Number: CAT 0 0 0 6 4 6 1 1 1 7

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. NON-RCRA Hazardous waste Solid (Sandblast Grit)	0 0 1	CM	1 1 6 8 0	P
b.				
c.				
d.				

15. Special Handling Instructions and Additional Information
24 Hour Emergency Response
Jannete Barr (800) 759-2510
Daytime (707) 646-6363
After Hrs. (707) 646-4222
Chem Waste Service Request 154464
SP 4 0 0 9 4 D 0 0 3 - 0 0 4 2
11A) ERG: NONE
Send photocopy of manifest to Security Environmental Systems, 15302 Pipeline Ave, Huntington Beach CA 92649

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

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Printed/Typed Name: David T. Quichocho | Signature | Month 0 9 Day 1 6 Year 9 4

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Donald A. Williams | Signature | Month 0 9 Day 1 6 Year 9 4

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name | Signature | Month Day Year

FACILITY

19. Discrepancy Indication Space

RECEIVED
SEP 20 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: R. Gentry | Signature | Month 0 9 Day 1 6 Year 9 4

DO NOT WRITE BELOW THIS LINE.

8 121

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA, CALL 1-800-852-7550

DTSC 8022A (7/92)
EPA 8700—22

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES. PLEASE PAY AMOUNT INDICATED BELOW.

TERMS
DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	63656371
INVOICE NUMBER	INVOICE DATE	PAGE
68014707	09/22/94	

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0092429263-A0	LAX-BF6607	WOOD TREATED WITH CREOSOTE		SVC DATE:	09/19/94
	DISPOSAL	CUBIC YARD	50.00	50.0000	2,500.00
	PO# OR CONTRACT#	CONCORD NAV.WEAPONS			
	KINGS COUNTY TAX	REVENUE	2,500.00	.1000	250.00
				SUBTOTAL	2,750.00

SJG
DRMO NAVAL WEAPONS STATION

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT 2,750.00**

CWM0087 8/82

Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pi... ...pewriter.

See Instructions on back of page 6.

Department of Toxic Substances Contr... Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA7170024528 Manifest Document No. A0527

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: CONCORD NAVAL WEAPONS Station
10 DELTA Street Code 09.203
Concord CA 94520-5100

4. Generator's Phone (510 246-5672

5. Transporter 1 Company Name: Security Environmental System

6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name:

8. US EPA ID Number:

9. Designated Facility Name and Site Address: Chemical Waste Management
35251 Old Skyline Road
Kettleman City, CA 93239

10. US EPA ID Number: CAT000646117

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. NON RCRA HAZARDOUS WASTE, SOLID (TREATED WOOD, CREOSOTE) (CALIFORNIA REGULATED ONLY)	001	CM	12020	P
b. NON RCRA HAZARDOUS WASTE, SOLID (TREATED WOOD, CREOSOTE) (CALIFORNIA REGULATED ONLY)	001	CM	10520	P
c.				
d.				

15. Special Handling Instructions and Additional Information
24 HOUR EMERGENCY RESPONSE
JANNETE BARR (800) 759-2510
COR PEDRO TAOY
SP4400-94-D-0003-0040

HAZERG: NONE
FIBERG: NONE
~~DAY TIME (707) 646-6363~~
~~AFTER HRS (707) 646-4222~~

SEND photocopy of MANIFEST to
Security Environmental Systems
15302 Pipeline Lane Huntington
Beach, CA 92649 cwm #154801

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

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Printed/Typed Name: OM PARKASH KALRA
Signature: Om Parkash Kalra
Month 09 Day 19 Year 94

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Jerry Rigney
Signature: Jerry Rigney
Month 09 Day 19 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name:
Signature:
Month Day Year

19. Discrepancy Indication Space

RECEIVED
SEP 21 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: [signature]
Signature: [signature]
Month 09 Day 19 Year 94

DO NOT WRITE BELOW THIS LINE.

8 123

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

GENERATOR

TRANSPORTER

FACILITY

DTSC 8022A (7/92)
EPA 8700—22

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OF THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS.

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
1680	680	63656713

INVOICE NUMBER	INVOICE DATE	PAGE
68014895	09/24/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0092429264-A0	LAX-BF6607	WOOD TREATED WITH CREOSOTE		SVC DATE:	09/20/94
DISPOSAL		CUBIC YARD	40.00	50.0000	2,000.00
PO# OR CONTRACT#	DRMO-PORT HUENEME				
KINGS COUNTY TAX		REVENUE	2,000.00	.1000	200.00
				SUBTOTAL	2,200.00

SJG #/Y= 546

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT 2,200.00**

CWM0087 8/82

Form Approved OMB No. 2050-0039 (Expires 9-30-9[illegible])
Please print or type. Form designed for use on elite (12-pit [illegible] typewriter.

See Instructions on back of page 6.

Department of Toxic Substances Control
Sacramento, California

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA 7 1 7 1 0 0 1 2 4 7 5 5 28 — Manifest Document No. A 0 5 3 1 1

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

GENERATOR

3. Generator's Name and Mailing Address: CONCORD NAVAL WEAPONS STATION
10 DELTA Street Code 09-203
CONCORD, CA 94520-5100

4. Generator's Phone (510) 246-5672

5. Transporter 1 Company Name: SECURITY ENVIRONMENTAL SYSTEMS

6. US EPA ID Number: CAD 9 8 0 8 9 8 7 4 7 5

7. Transporter 2 Company Name

8. US EPA ID Number

9. Designated Facility Name and Site Address:
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239

10. US EPA ID Number: CAT 0 0 0 6 4 6 1 1 1 7

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	12. Containers Type	13. Total Quantity	14. Unit Wt/Vol	
a. NON RCRA HAZARDOUS WASTE, SOLID (TREATED WOOD, ARSENIC) (CALIFORNIA REGULATED ONLY)	001	CM	8182140	P	35 DOT NONE
b. NON RCRA HAZARDOUS WASTE, SOLID (TREATED WOOD, CREOSOTE) (CALIFORNIA REGULATED ONLY)	001	CM	1143100	P	35 DOT NONE
c.					
d.					

(D) BF 6607 [illegible] 906
(D) BF 6607 [illegible] 1286
[illegible]

15. Special Handling Instructions and Additional Information
24 HOUR EMERGENCY RESPONSE
JANNETE BARR (800) 759-2510
SP4400-94-D-0003-0040
11A) ERG: NONE
11B) ERG: NONE
DAYTIME (707) 646-6363
AFTER HRS (707) 646-4222
SEND photo copy of MANIFEST to SECURITY ENVIRONMENTAL SYSTEMS 15302 PIPELINE LANE HUNTINGTON BEACH, CA 92649 CWM 504502

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

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Printed/Typed Name: OM PARKASH KALRA — Signature: Om Parkash Kalra — Month 0 9 Day 2 0 Year 1 9 9 4

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: GERRY RIGNEY — Signature: Gerry Rigney — Month 0 9 Day 2 0 Year 1 9 9 4

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name — Signature — Month — Day — Year

FACILITY

19. Discrepancy Indication Space

RECEIVED
SEP 2 2 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name — Signature — Month — Day — Year

DO NOT WRITE BELOW THIS LINE.

8 125

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT, CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	6335671
INVOICE NUMBER	INVOICE DATE	PAGE
68015201	09/28/94	1

REFERENCE NO.	PROFILE	DESC	UNIT	QUANTITY	RATE	AMOUNT
0093182796-A4	ORC-AM2627	WASTE ABSORBENT WITH OIL			SVC DATE:	09/23/94
	DIRECT LANDFILL		DRUMS	6.00	75.0000	450.00
	PO# OR CONTRACT#	CROWN CORK & SEAL				
	KINGS COUNTY TAX		REVENUE	450.00	.1000	45.00
					SUBTOTAL	495.00
	SY					
0093182796-A2	ORC-AM2630	WASTE INK SOLIDS			SVC DATE:	09/23/94
	DIRECT LANDFILL		DRUMS	2.00	75.0000	150.00
	PO# OR CONTRACT#	CROWN CORK & SEAL				
	KINGS COUNTY TAX		REVENUE	150.00	.1000	15.00
					SUBTOTAL	165.00
	SY					
0093182796-A0	ORC-AM2907	WASTEWATER BASE PAINT AND			SVC DATE:	09/23/94
	DIRECT LANDFILL		DRUMS	3.00	75.0000	225.00
	PO# OR CONTRACT#	CROWN CORK & SEAL				
	KINGS COUNTY TAX		REVENUE	225.00	.1000	22.50
					SUBTOTAL	247.50
	SY					

REMIT TO ADDRESS: CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT: 907.50**

CWM0087 8/82

8 126

Form Approved. OMB No. 2050-0039 (Expires 9[illegible]) See Instructions on [illegible]k of page 6. Department of Toxic Substances Sacramento, California

Please print or type. Form designed for use on [illegible] (12-pitch) typewriter.

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CAD002076435 Manifest Document No. 82796 | 2. Page 1 of | Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
CROWN CORK & SEAL COMPANY
14501 E. ARTESIA BLVD. LA MIRADA, CA. 90637

4. Generator's Phone (714) 994-0300

5. Transporter 1 Company Name: Security Environmental Systems
6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name:
8. US EPA ID Number:

9. Designated Facility Name and Site Address
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Container No.	13. Type	14. Total Quantity	15. Unit Wt/Vol
a. NON RCRA HAZARDOUS WASTE, SOLID (WASTE PAINT)	003	DF	09900	P
b. NON RCRA HAZARDOUS WASTE, SOLID (INK AND DEBRIS)	002	DM	00800	P
c. NON RCRA HAZARDOUS WASTE, SOLID, (ABSORBENT WITH OIL)	006	DF	01800	P
d.				

15. Special Handling Instructions and Additional Information
1-800 255 3924
24 Hour Emergency Response:
Laura Yarborough (800 448-0557

11a) ERG:NONE 11b) ERG:NONE
11c) ERG:NONE 11d)

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

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Printed/Typed Name	Signature	Month	Day	Year
ON BEHALF OF Larry Spink	Larry Spink	09	14	94

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
Geoff Somers	Geoff Somers	09	14	94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

RECEIVED SEP 27 1994

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 19.

Printed/Typed Name	Signature	Month	Day	Year
P. Wilson	P. Wilson	09	23	94

DO NOT WRITE BELOW THIS LINE.

GENERATOR — TRANSPORTER — FACILITY

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA, CALL 1-800-852-7550

9-18279b

EPA Form 8700-22 (Rev. 9-92)
EPA 8700-22

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES. PLEASE PAY AMOUNT INDICATED BELOW.

TERMS
DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	5365671
INVOICE NUMBER	INVOICE DATE	PAGE
68015339	09/30/94	1

REFERENCE NO.	PROFILE	DESC /	UNIT	QUANTITY	RATE	AMOUNT
0092429262-A0	LAX-BP6607	WOOD TREATED WITH CREOSOTE			SVC DATE:	09/27/94
	DISPOSAL		CUBIC YARD	50.00	50.0000	2,500.00
	PO# OR CONTRACT#	DRMO-PORT HUENEME				
	KINGS COUNTY TAX		REVENUE	2,500.00	.1000	250.00
					SUBTOTAL	2,750.00
	SJG					

S 125

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT
2,750.00**

CWM0087 8/82

State of California—Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-9[illegible])
Please print or type. Form designed for use on elite (12-pi[illegible] [illegible]ewriter.

See Instructions on back [illegible] page 6.

Department of Toxic Substances Contr[illegible]
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: CA7170024528
Manifest Document No.: A0528
2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: Concord NAVAL WEAPONS Station
10 DELTA STREET CODE 09.203
CONCORD CA, 94520-5100

4. Generator's Phone: (510) 246-5672

5. Transporter 1 Company Name: Security Environmental System
6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name:
8. US EPA ID Number:

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN City, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	
a. NON-RCRA HAZARDOUS WASTE, SOLID (TREATED WOOD, CREOSOTE) (CALIFORNIA REGULATED ONLY)	001	CM	11000	P	NONE
b. NON-RCRA HAZARDOUS WASTE, SOLID (TREATED WOOD, CREOSOTE) (CALIFORNIA REGULATED ONLY)	001	CM	14600	P	NONE
c.					
d.					

[illegible]

15. Special Handling Instructions and Additional Information
24 HOUR EMERGENCY RESPONSE
JANETE BARR (800) 759-2510
SP4400-94-D-0003-0040
11 A) ERG: NONE
11 B) ERG: NONE
DAYTIME (707) 646-6363
AFTER HRS (707) 646-4222
COR SIMILAR FACILITIES
SEND PHOTOCOPY OF MANIFEST TO
SECURITY ENVIRONMENTAL SYSTEMS
15302 PIPELINE LANE HUNTINGTON
BEACH, CA 92649
CWM Request 154803

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

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Printed/Typed Name: A W PETERSEN
Signature: AW Petersen
Month Day Year: 09 27 94

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: [illegible]
Signature: [illegible]
Month Day Year: [illegible]

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name:
Signature:
Month Day Year:

19. Discrepancy Indication Space

RECEIVED
SEP 29 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: [illegible]
Signature: [illegible]
Month Day Year: 09 27 94

DO NOT WRITE BELOW THIS LINE.

8 129

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA, CALL 1-800-852-7550

GENERATOR

TRANSPORTER

FACILITY

[illegible] 8022A [illegible] 92
[illegible]

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES. PLEASE PAY AMOUNT INDICATED BELOW.

TERMS

DUE UPON REC'T OR PER CONTRACT

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SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	56365671
INVOICE NUMBER	INVOICE DATE	PAGE
68015433	09/30/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
NH78659941-A0	LAX-BK7502	EMPTY CONTAINERS/NON HAZARDOUS		SVC DATE:	09/29/94
	NON-HAZARDOUS	CUBIC YARD	35.00	50.0000	1,750.00
	PO# OR CONTRACT#	MARE ISLAND SHIP YD			
	KINGS COUNTY TAX	REVENUE	1,750.00	.1000	175.00
				SUBTOTAL	1,925.00
	SJG #/Y= 186				
NH78660941-A0	LAX-BM7735	NON HAZARDOUS SOIL AND/OR		SVC DATE:	09/29/94
	NON-HAZARDOUS	TONS	2.19	42.0000	1,500.00
	PO# OR CONTRACT#	MARE ISLAND NAVAL			
	KINGS COUNTY TAX	REVENUE	1,500.00	.1000	150.00
				SUBTOTAL	1,650.00
	SJG				
	$1500.00 MINIMUM APPLIES				

8 130

REMIT TO ADDRESS: CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT: 3,575.00**

CWM0087 8/82

NON-HAZARDOUS WASTE MANIFEST

WH78659941

Please print or type (Form designed for use on elite (12 pitch) typewriter)

NON-HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: CA7170024775

Manifest Document No.: A0550

2. Page 1 of

3. Generator's Name and Mailing Address: MARE ISLAND NAVAL SHIPYARD
Code 106.32 T56
VALLEJO, CA. 94592-5100

4. Generator's Phone (707) 646-6363

5. Transporter 1 Company Name: STURGEON & SON INC. ~~SECURITY ENVIRONMENTAL SYSTEM~~

6. US EPA ID Number: CAD004978742 ~~CAD980887475~~ ARA

A. Transporter 1 Phone: 1-800-328-6644 ~~714 892-6045~~

B. State Transporter's ID: 4356627

C. Transporter 2 Phone:

7. Transporter 2 Company Name:

8. US EPA ID Number:

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239

10. US EPA ID Number: CAT000646117

D. State Facility's ID:

E. Facility's Phone: (209) 386-9711

11. WASTE DESCRIPTION	Containers No.	Containers Type	13. Total Quantity	14. Unit Wt./Vol.
~~NON RCRA ARASR~~ NON HAZARDOUS WASTE SOLID (CRUSHED CONTAINERS)	001	CM	06460	P
b.				
c.				
d.				

GENERATOR

F. Additional Descriptions for Materials Listed Above: 11A) BK 7502 #8 Bin #416

COR Shelia Parks

G. Handling Codes for Wastes Listed Above: 03

15. Special Handling Instructions and Additional Information: 11A) ERG NONE
24 HOUR EMERGENCY RESPONSE
JANNETE BARR (800) 759-2510
SP4400-94-D-0003-~~0043~~ 0044

SEND PHOTOCOPY OF MANIFEST to SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649

16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.

Printed/Typed Name: DAVID T. Quichucho | Signature: [signature] | Date: Month 09 Day 29 Year 94

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Roy Reed | Signature: Roy Reed | Date: Month 9 Day 29 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name: | Signature: | Date: Month Day Year

FACILITY

19. Discrepancy Indication Space

RECEIVED
OCT 0 3 1994

20. Facility Owner or Operator: Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.

Printed/Typed Name: W. Gentry | Signature: [signature] | Date: Month 09 Day 29 Year 94

RCRA NON-HAZARDOUS WASTE

8 131

Printed by Labelmaster, An American Labelmark Co., Chicago, IL 60646 (800) 621-5808 PRINTED ON RECYCLED PAPER USING SOYBEAN INK PRINTED WITH SOY INK Rev. 10/93

NON-HAZARDOUS WASTE MANIFEST

NH 78660941

Please print or type (Form designed for use on elite (12 pitch) typewriter)

NON-HAZARDOUS WASTE MANIFEST	1. Generator's US EPA ID No. CA7170024775	Manifest Document No. A0548	2. Page 1 of 1

3. Generator's Name and Mailing Address: MARE ISLAND NAVAL SHIPYARD
CODE 106.32 T56 BLDG. 65
VALLEJO, CA 94592-5100

4. Generator's Phone (707+646-6363 CAD004778742

5. Transporter 1 Company Name: STURGEON + SON INC 6. US EPA ID Number: ~~Security Environmental Systems, Inc~~ ~~CAD980887475~~

A. Transporter 1 Phone: 1-800 328-6644 ~~(714)892-6645~~

7. Transporter 2 Company Name: 8. US EPA ID Number:

B. State Transporter's ID: 438627

C. Transporter 2 Phone:

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239

10. US EPA ID Number: CAT000646117

D. State Facility's ID:

E. Facility's Phone: (209) 386-9711

11. WASTE DESCRIPTION	Containers No.	Containers Type	13. Total Quantity	14. Unit Wt./Vol.
a. NON HAZARDOUS WASTE SOLID (DIRT)	001	CM	04680	P
b.				
c.				
d.				

F. Additional Descriptions for Materials Listed Above: 29
11a. BM7735
11b.
11c.
11d.

COR Shelia Parks

G. Handling Codes for Wastes Listed Above: 03

15. Special Handling Instructions and Additional Information: 11a) ERG:NONE 11b) 11c) 11d)
24 Hour Emergency Response:
Jannete Barr (800) 759-2510
SP4400-94-D-0003-0043

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.

Printed/Typed Name	Signature	Date Month Day Year
David T. Quichocho	DTQ	09 29 94

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Date Month Day Year
Roy Reed	Roy Reed	9 29 94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Date Month Day Year

RECEIVED
OCT 03 1994

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.

Printed/Typed Name	Signature	Date Month Day Year
[illegible]	[illegible]	09 29 94

GENERATOR

TRANSPORTER

FACILITY

RCRA NON-HAZARDOUS WASTE

8 132

Rev. 10/93

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTERESTS AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER	ACCOUNT NUMBER	
680	680	6365674
INVOICE NUMBER	INVOICE DATE	PAGE
68015978	10/17/94	2 of 1

REFERENCE NO.	PROFILE	DESCR. / UNIT	QUANTITY	RATE	AMOUNT
0092474754-A0	LAX-BN0200	WOOD CONTAMINATED WITH		SVC DATE:	09/30/94
	MACROENCAPULATION	CUBIC YARD	20.00	265.0000	5,300.00
	PO# OR CONTRACT# MARE ISLAND				
	KINGS COUNTY TAX	REVENUE	5,300.00	.1000	530.00
				SUBTOTAL	5,830.00

8 133

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT
5,830.00**

CWM0087 8/82

State of California—Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on Elite (12-pitch) typewriter.

Truck

See Instructions on back of page 6.

Department of Toxic Substances Control
Sacramento, California

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA, CALL 1-800-852-7550

GENERATOR

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: CA7170024775 — Manifest Document No.: A0554
2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: MARE ISLAND NAVAL SHIPYARD
CODE 106-32 T56 BLDG 65
VALLEJO CA 94592-5100

4. Generator's Phone (707) 646-6363

5. Transporter 1 Company Name: STURGEON & SON INC.
6. US EPA ID Number: CAD004778742

7. Transporter 2 Company Name:
8. US EPA ID Number:

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. RQ, HAZARDOUS WASTE SOLID, N.O.S. (LEAD), 9, NA 3077, pg III (D008)	001	CM	02620 ~~02026~~	P
b.				
c.				
d.				

15. Special Handling Instructions and Additional Information: 11A) ERG 31
24 HOUR EMERGENCY RESPONSE
JANNETE BARR (800) 759-2510
DAYTIME (707) 646-6363
AFTER HRS (707) 646-4222
SEND PHOTOCOPYS OF MANIFEST to SECURITY ENVIRONMENTAL SYSTEMS 15302 PIPELINE LANE HUNTINGTON BEACH CA 92649
SP440094D0003-0042
COR Shelia Parks

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: David T. Quichocho — Signature: [signature] — Month 09 Day 30 Year 94

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Carl Dixon — Signature: [signature] — Month 09 Day 30 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name: — Signature: — Month Day Year

FACILITY

19. Discrepancy Indication Space

RECEIVED
OCT 11 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 19.
Printed/Typed Name: W. Gentry — Signature: [signature] — Month 09 Day 30 Year 94

DO NOT WRITE BELOW THIS LINE.

8 134

DTSC 8022A (7/92)
EPA 8700—22

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS:
DUE UPON RECEIPT/OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER	ACCOUNT	NUMBER
680	680	63656719

INVOICE NUMBER	INVOICE DATE	PAGE
3B013093	10/18/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0092474751-A0	LAX-BN0200	WOOD CONTAMINATED WITH		SVC DATE:	09/30/94
	MACROENCAPULATION	CUBIC YARD	30.00	265.0000	10,600.00
	PO# OR CONTRACT# MARE	ISLAND SHIP YD			
	KINGS COUNTY TAX	REVENUE	10,600.00	.1000	1,060.00
				SUBTOTAL	11,660.00
	SJG				
	MINIMUM CHARGES BASED ON CONTAINER SIZE FOR THE MACROENCAPSULATION PROCESS.				
0092474752-A0	LAX-BH2213	RAGS, DEBRIS CONTAMINATED WITH		SVC DATE:	10/03/94
	DISPOSAL	CUBIC YARD	15.00	50.0000	750.00
	PO# OR CONTRACT# MARE	ISLAND NAVAL			
	KINGS COUNTY TAX	REVENUE	750.00	.1000	75.00
				SUBTOTAL	825.00
	SJG #/Y= 435				
0092474752-A2	LAX-BI2334	ABSORBANT, DEBRIS, SOIL CONTAM.		SVC DATE:	10/03/94
	DISPOSAL	CUBIC YARD	15.00	50.0000	750.00
	PO# OR CONTRACT# MARE	ISLAND NAVAL			
	KINGS COUNTY TAX	REVENUE	750.00	.1000	75.00
				SUBTOTAL	825.00
	SJG #/Y= 401				

S 135

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT
13,310.00**

CWM0087 3/82

State of California—Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12 pitch) typewriter.

Trailer

See Instructions on back page 6.

Department of Toxic Substances Control
Sacramento, California

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA, CALL 1-800-852-7550

GENERATOR

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: CA7170024775 — Manifest Document No.: A0552
2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: MARE ISLAND NAVAL SHIPYARD
Code 106.32 Ti56 BLDG 65
VALLEJO, CA 94592-5700

4. Generator's Phone: 707 646-6363

5. Transporter 1 Company Name: STURGEON + SON INC.
6. US EPA ID Number: CAD004778742

7. Transporter 2 Company Name:
8. US EPA ID Number:

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. RQ, HAZARDOUS WASTE SOLID, N.O.S., (LEAD), 9, NA 3077, PG III (D008)	001	CM	04220	P
b.				
c.				
d.				

15. Special Handling Instructions and Additional Information
24 HOUR EMERGENCY RESPONSE
JANNETE BARR (800) 759-2510
SP440094D0003-0044
11A) ERG: 31
DAY TIME (707) 646-6363
AFTER HR (707) 646-4222
SEND PHOTOCOPY OF MANIFEST TO SECURITY ENVIRONMENTAL SYSTEMS 15302 PIPELINE LANE HUNTINGTON BEACH CA, 92649
COR Shelia Parks

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name	Signature	Month	Day	Year
David T. Quichiche	[signature]	09	30	94

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
CARL DIXON	[signature]	09	30	94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

FACILITY

19. Discrepancy Indication Space

RECEIVED
OCT 13 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name	Signature	Month	Day	Year
W. Gantry	[signature]	09	30	94

DO NOT WRITE BELOW THIS LINE.

8 136

DTSC 80224 (7/92)
FPA 8700—27

of California—Environmental Protection Agency
Approved OMB No. 2050-0039 (Expires 9-30-94)
print or type. Form designed for use on elite (12-pitch) typewriter.

240

See Instructions on back. Page 6.

Department of Toxic Substances Control
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA7170024775 — Manifest Document No. A0553

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address MARE ISLAND NAVAL SHIPYARD
CODE 106.32 T56 BLDG-65
VALLEJO, CA 94592-5100

4. Generator's Phone (707) 646-6378

5. Transporter 1 Company Name: STURGEON + SON INC.
6. US EPA ID Number: CAD104778742

7. Transporter 2 Company Name
8. US EPA ID Number

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT080016117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	Total Quantity	Unit Wt/Vol	13. Waste No.
a. NON-RCRA HAZARDOUS WASTE, SOLID (PAINT DEBRIS) (CALIFORNIA REGULATED ONLY)	001	CM	06500	P	NONE
b. NON-RCRA HAZARDOUS WASTE, SOLID (ABSORBENT RAGS, OIL, GREASE) (CALIFORNIA REGULATED ONLY)	001	CM	05960	P	NONE
c.					
d.					

GENERATOR

15. Special Handling Instructions and Additional Information
24 HOUR EMERGENCY RESPONSE
JANNETE BARR 800-759-2510
SP4400940D0003-0044
11A ERG NONE
11B ERG NONE
DAY time (707) 646-6363
AFTER HRS (707) 646-4222
SEND PHOTOCOPY OF MANIFEST TO SECURITY ENVIRONMENTAL SYSTEMS 15302 PIPELINE LANE HUNTINGTON BEACH, CA 92649
COR Shelia M. Parks

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: David T. Quichochi — Signature — Month 10 Day 13 Year 94

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: CARL DIXON — Signature — Month 10 Day 13 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name — Signature — Month Day Year

BILLED DATE 10/8

RECEIVED OCT 10 1994

DO NOT WRITE BELOW THIS LINE.

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

DTSC 8022A (7/92)
EPA 8700—22

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	6365671
INVOICE NUMBER	INVOICE DATE	PAGE
68016855	10/31/94	

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0090687287-A0	LAX-BN0181	HYDRAULIC FLUID / JP-5 AND ABS		SVC DATE:	10/27/94
	DIRECT LANDFILL	DRUMS	11.00	75.0000	825.00
	PO# OR CONTRACT#	ROCKWELL INTERN'L			
	KINGS COUNTY TAX	REVENUE	825.00	.1000	82.50
				SUBTOTAL	907.50
	SY				
0090687287-A2	LAX-BN0182	CONTAMINATED TRASH		SVC DATE:	10/27/94
	DIRECT LANDFILL	CUBIC YARD	3.00	145.0000	435.00
	PO# OR CONTRACT#	ROCKWELL INTERN'L			
	KINGS COUNTY TAX	REVENUE	435.00	.1000	43.50
				SUBTOTAL	478.50
	SY				
0095100265-A0	LAX-BN0200	WOOD CONTAMINATED WITH		SVC DATE:	10/24/94
	MACROENCAPULATION	CUBIC YARD	40.00	265.0000	10,600.00
	PO# OR CONTRACT#	MARE ISLAND			
	KINGS COUNTY TAX	REVENUE	10,600.00	.1000	1,060.00
				SUBTOTAL	11,660.00
	SJG				
0095100272-01	LAX-AK1764	DEBRIS FROM SANDBLAST OPERATON		SVC DATE:	10/25/94
	DISPOSAL	CUBIC YARD	12.00	50.0000	600.00
	DISPOSAL	CUBIC YARD	16.00	50.0000	800.00
	PO# OR CONTRACT#	MARE ISLAND			

8 138

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

CONTINUED

CWM0087 8/82

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON RECEIPT OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	632374
INVOICE NUMBER	INVOICE DATE	PAGE
68016855	10/31/94	2

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0095100272-01	LAX-AK1764	- - - C O N T I N U E D - - -		SVC DATE:	10/25/94
	KINGS COUNTY TAX	REVENUE	1,400.00	.1000	140.00
				SUBTOTAL	1,540.00
	SJG	$/Y= 215			
	SJG	$/Y= 211			

S 139

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT
14,586.00**

CWM0087 8/82

Please print or type. Form designed for [illegible] on elite (12-pitch typewriter).

Sacramento, Califor

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CLAD981821471 Manif. Document No. 9206940 Page 1 of 1

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
Rockwell International, NAAD-656-PF20 (PMC)
2825 East Avenue P, Palmdale, CA 93550

4. Generator's Phone (805) 265-3223 24 hour security phone #

A. State Manifest Document Number 90687287

B. State Generator's ID HYH0396005027

5. Transporter 1 Company Name: Security Environmental Systems

6. US EPA ID Number: CAD980887475

C. State Transporter's ID 444805

D. Transporter's Phone (714) 892-6645

7. Transporter 2 Company Name

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Phone

9. Designated Facility Name and Site Address
Chemical Waste Management, Kettleman Hills Facility
35251 Old Skyline Road
Kettleman City, CA 93239

10. US EPA ID Number: CAT000646117

G. State Facility's ID CAT080010646117

H. Facility's Phone 1-800-442-6206

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	Unit Wt/Vol	14. Waste No.
a. Non-RCRA Hazardous Waste Solid (Hydraulic Oil/JP-5, Absorbent /Dirt) ES	011	DM	04332 / 03127	P	State 352 / EPA/Other none
b. Non-RCRA Hazardous Waste Solid (Contaminated Trash) ES	003	BA	00712	P	State 352 / EPA/Other none
c.					State / EPA/Other
d.					State / EPA/Other

J. Additional Descriptions for Materials Listed Above
14a. BN-0181 Hydraulic Oil/JP-5/Absorbent/Dirt
14b. BN-0182 Contaminated Trash
ES #14602

K. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information
wear personal protective equipment when handling these materials. PO#: L4XM-587096-D
SES 24 Hour emergency response # (800) 759-2510 or 714-891-6645
Rockwell technical contact Erik Stach 805-265-3422 d, 252-7208 n, pager 538-4247

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

GENERATOR — Printed/Typed Name: Erik A. Stach — Signature: [signature] — Month Day Year: 10 21 1994

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Ronnie Vaughan — Signature: [signature] — Month Day Year: 10 21 1994

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

FACILITY

19. Discrepancy Indication Space

RECEIVED OCT 31 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name: Tracy Reddick — Signature: [signature] — Month Day Year: 10 21 2994

Do Not Write Below This Line

8 140

White TSDF SENDS THIS COPY TO DOHS WITHIN 30 DAYS
To P.O. Box 3000 Sacramento CA 95812

DHS 8022 A
EPA 8700—22
(Rev. 6-89) Previous editions are obsolete.

IN CASE OF AN EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA CALL 1-800-852-7550

90687287

Form Approved OMB No. 2050-0039 (Expires [illegible]4)
Please print or type. Form designed for use on elite ([illegible]h) typewriter.

See Instructions on [illegible]k of page 6.

Department of Toxic Substances
Sacramento, California

95100265

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: CA7170024775 | Manifest Document No.: A0611 | 2. Page 1 of 1 | Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: MARE ISLAND NAVAL SHIPYARD
CODE 106.32 T56 BLDG. 65
VALLEJO, CA 94592-5100

4. Generator's Phone: 707-646-6363

5. Transporter 1 Company Name: Security Environmental Systems | 6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name: | 8. US EPA ID Number:

9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239

10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. RQ, HAZARDOUS WASTE SOLID, N.O.S. (LEAD), 9, NA3077, PG III (D008)	001	CM	04140	P
b.				
c.				
d.				

15. Special Handling Instructions and Additional Information: 11a) ERG:31 11b) 11c) 11d)
24 Hour Emergency Response:
Jannete Barr (800) 759-2510 0700-1630 (TCT) 646-6363
SP4400-94-D-0003-0045 1630-0700 (TOT) 646-4222 CDR PEDRO TAOY

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name	Signature	Month Day Year
Robert Duraski	[signature]	10 24 94

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month Day Year
TIMOTHY WALKER	Timothy Walker	10 24 94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month Day Year

19. Discrepancy Indication Space

Resolved w/ Paul Taylor 10/27/94 PW

(13) Rec'd 3300 lbs

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name	Signature	Month Day Year
W. Gentry	[signature]	10 24 94

DO NOT WRITE BELOW THIS LINE.

RECEIVED
OCT 31 1994

4 [illegible] 141

White: TSDF SENDS THIS COPY TO DTSC WITHIN 30 DAYS.
To: P.O. Box 3000, Sacramento, CA 95812

DTSC 8022A (9/93)
EPA 8700—22

Form Approved OMB No. 2050-0039 (Expires 9
Please print or type. Form designed for use on elite (1: typewriter.

See Instructions on back of page 6.

Department of Toxic Substances Co
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA7110024775 Manifest Document No. A0642
2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address MARE ISLAND NAVAL SHIPYARD
CODE 106.32 T56 BLDG. 65
VALLEJO, CA 94592-5100

Manifest Document Number 95100272

4. Generator's Phone (707) 646-6363

Generator's EPA ID No. HI HI 8 1 4 0 2 0 8 8 2

5. Transporter 1 Company Name SECURITY ENVIRONMENTAL SYSTEM INC
6. US EPA ID Number CAD198108874 75

Transporter 1 Phone (714) 892-2075

7. Transporter 2 Company Name
8. US EPA ID Number

9. Designated Facility Name and Site Address CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number CAT080016411 7

Facility's Phone (209) 386-9711

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit WT/Vol.	Waste No.
a. NON RCRA HAZARDOUS WASTE SOLID (Rubber Hoses; Zinc, Antimony) (California Regulated only)	001	CM	012560	P	181 EPA/Other NONE State
b. NON RCRA HAZARDOUS WASTE SOLID (Rubber Hoses; Zinc, Antimony) (California Regulated only)	001	CM	013340	P	EPA/Other State
c.					EPA/Other State
d.					EPA/Other State

GENERATOR

J. Additional Descriptions for Materials Listed Above
K. Handling Codes for Wastes Listed Above

(11A) AK 1764 - 87 HWT # 44-5293 BIS-507 — 03
(11B) AK 1764 - 88 HWT # 44-5120 BIS # 207 — 03

15. Special Handling Instructions and Additional Information
24 HOUR EMERGENCY RESPONSE
JANNETTE BAZER (800) 759-2510 DAYTIME (707) 646-6363
SP4400640003-0045
11.A) ERG: NONE
11B) ERG: NONE
AFIEL 11B (707) 646-4222 CONTACT TRACY

PLEASE SEND MANIFEST COPY TO:
SECURITY ENVIRONMENTAL SYSTEMS INC
15302 PIPELINE LANE HUNTINGTON BEACH, CA. 92649

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Printed/Typed Name: M. Hutchinson C106.32 — Signature: M. Hutchinson C106.32 — Month 10 Day 21 Year 1994

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: TIMOTHY WALKER — Signature: Timothy Walker — Month 10 Day 21 Year 1994

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name — Signature — Month Day Year

FACILITY

19. Discrepancy Indication Space

RECEIVED
OCT 31 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19
Printed/Typed Name: [illegible] — Signature: [illegible] — Month 10 Day 25 Year 94

DO NOT WRITE BELOW THIS LINE.

6 142

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802. WITHIN CALIFORNIA, CALL 1-800-852-7550

DTSC 8022A (9/93)
EPA 8700-22

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS

DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS.

CUSTOMER ACCOUNT NUMBER
680 680-6365674

INVOICE NUMBER	INVOICE DATE	PAGE
68017557	11/11/94	

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

REFERENCE NO.	PROFILE	DESC /	UNIT	QUANTITY	RATE	AMOUNT
000LABFEES-RC	LAX-BNQ183	CHROME AND NICKEL CONTAMINATED			SVC DATE:	08/15/94
	WASTE APPROVAL FEE	OTHER		1.00	500.0000	500.00
	PO# OR CONTRACT# ROCKWELL INTER					
					SUBTOTAL	500.00

6 143

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

500.00**

CWM0087 8/82

WE APPRECIATE YOUR BUSINESS!

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

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TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER
680 680 [illegible]

INVOICE NUMBER	INVOICE DATE	PAGE
68019186	12/15/94	

REFERENCE NO.	PROFILE	DESC /	UNIT	QUANTITY	RATE	AMOUNT
0093182550-01	LAX-BH2213	RAGS, DEBRIS CONTAMINATED WITH			SVC DATE:	11/22/94
DISPOSAL			CUBIC YARD	30.00	87.0000	2,610.00
PO# OR CONTRACT#		MARE ISLAND NAVAL				
KINGS COUNTY TAX			REVENUE	2,610.00	.1000	261.00
					SUBTOTAL	2,871.00
SJG	#/Y= 437					
0095100275-01	LAX-BI2334	ABSORBANT,DEBRIS, SOIL CONTAM.			SVC DATE:	11/10/94
DISPOSAL			CUBIC YARD	15.00	87.0000	1,305.00
PO# OR CONTRACT#		DRMO-PORT HUENE				
KINGS COUNTY TAX			REVENUE	1,305.00	.1000	130.50
					SUBTOTAL	1,435.50
SJG	#/Y= 244					
0095100276-01	LAX-BF6607	WOOD TREATED WITH CREOSOTE			SVC DATE:	11/09/94
DISPOSAL			CUBIC YARD	40.00	50.0000	2,000.00
PO# OR CONTRACT#		DRMO-NAVAL WEAPONS				
KINGS COUNTY TAX			REVENUE	2,000.00	.1000	200.00
					SUBTOTAL	2,200.00
SJG	#/Y= 409					
0095100277-01	LAX-BF6607	WOOD TREATED WITH CREOSOTE			SVC DATE:	11/08/94
DISPOSAL			CUBIC YARD	60.00	50.0000	3,000.00
PO# OR CONTRACT#		DRMO-PORT HUENEME				

144

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

CONTINUED

CWM0087 8/82

WE APPRECIATE YOUR BUSINESS!

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGE
PLEASE PAY AMOUNT INDICATED BELO

TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR IN
TEREST AT TWO PERCENT PER MONTH
THE MAXIMUM RATE ALLOWED BY LAW
WHICHEVER IS LESS

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE
HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER
680 680 6365671

INVOICE NUMBER	INVOICE DATE	PAGE
68019186	12/15/94	

REFERENCE NO.	PROFILE	DESC. / UNIT	QUANTITY	RATE	AMOUNT
0095100277-01	LAX-BE6607	- - - C O N T I N U E D - - -		SVC DATE:	11/08/94
	KINGS COUNTY TAX	REVENUE	3,000.00	.1000	300.00
				SUBTOTAL	3,300.00

SJG $/Y= 426

145

REMIT TO ADDRESS: CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT: 9,806.50**

CWM0087 8/82

WE APPRECIATE YOUR BUSINESS!

State of California—Environmental Protection Age
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pitch) typewriter.

See instructions on back of page 6.

Department of Toxic Substances Co
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA7170024775 | Manifest Document No. 207164 | 2. Page 1 of 1 | Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
MARE ISLAND NAVAL SHIPYARD
CODE 106.32 T56 BLDG. 65
VALLEJO, CA 94592-5100

4. Generator's Phone 707-646-6363

5. Transporter 1 Company Name: Security Environmental Systems
6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name
8. US EPA ID Number

9. Designated Facility Name and Site Address
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239

10. US EPA ID Number: CAT000646117

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)

	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. NON-RCRA HAZARDOUS WASTE, SOLID (DEBRIS, RAGS, OIL, PAINT) (CALIFORNIA REGULATED ONLY)	002	CM	13360	P
b.				
c.				
d.				

GENERATOR

15. Special Handling Instructions and Additional Information
11a) ERG: NONE 11b)
24 Hour Emergency Response: 11c) 11d)
Jannete Barr (800) 759-2510 CDR PEDRO TADY
SP4400-94-D-0003-0049 0700-1630 (707)646-6363, 1630-0700 (707)646-4222

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: M. Hutchinson <106.32 | Signature: M. Hutchinson | Month 11 Day 22 Year 94

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Brian Griffel | Signature: Brian Griffel | Month 11 Day 22 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name | Signature | Month Day Year

RECEIVED
NOV 28 1994

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: W. Gentry | Signature | Month Day Year

DO NOT WRITE BELOW THIS LINE.

TKCP21973
TR FT95493

146

DTSC 8022A (7/92)
EPA 8700—22

93182550

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA, CALL 1-800-852-7550

State of California—Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pitch) typewriter.

See Instructions on back of page 6.

Department of Toxic Substances Control
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA6170023323 Manifest Document No. A9664
2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: DRMO PORT HUENEME (GEN: NAVAL CONSTRUCTION BATTALION CENTER) 779 CARGO ROAD PORT HUENEME, CA 93043-5000
4. Generator's Phone: (805) 982-3222

D4373

5. Transporter 1 Company Name: Security Environmental Systems
6. US EPA ID Number: CAD980887475
7. Transporter 2 Company Name: T-CAL
8. US EPA ID Number: CAD981881488
9. Designated Facility Name and Site Address: CHEMICAL WASTE MANAGEMENT 35251 OLD SKYLINE ROAD KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol.
a. NON RCRA HAZARDOUS WASTE SOLID (DEBRIS, RAGS, PADS, OIL, HYDRAULIC FLUID) (CALIFORNIA REGULATED ONLY)	001	CM	3960	P
b.				
c.				
d.				

15. Special Handling Instructions and Additional Information
24 Hour Emergency Response:
Jannete Barr (800) 759-2510
DLA200-93-D-0055-0276

11a) ERG:NONE 11b)
11c) 11d)

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

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Printed/Typed Name: Chney Lynch Signature: Chney Lynch Month 11 Day 08 Year 94

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Quint Brannigan Signature: [illegible] Month 11 Day 08 Year 94

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name: BOB GAGNON Signature: [illegible] Month 11 Day 09 Year 94

19. Discrepancy Indication Space

RECEIVED NOV 14 1994

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19
Printed/Typed Name: Bonni A Rapere Signature: [illegible] Month 11 Day 10 Year 94

DO NOT WRITE BELOW THIS LINE.

GENERATOR — TRANSPORTER — FACILITY

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA CALL 1-800-852-7550

DTSC 8022A (9/93)
EPA 8700—22

White To: TSDF SENDS THIS COPY TO DTSC WITHIN 30 DAYS P.O. Box 806, Sacramento, CA 95812

8 147

State of California—Environmental Protection Ag
Form Approved OMB No. 2050-0039 (Expires 9-30-9
Please print or type. Form designed for use on elite (1 pitch) typewriter.

See Instructions on b of page 6.

Department of Toxic Substances
Sacramento, California

95100276

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA7170024528 Manifest Document No. A0683
2. Page 1 of 1
Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
CONCORD NAVAL WEAPONS STATION
10 DELTA STREET CODE 09203
CONCORD, CA 94520-5100
4. Generator's Phone 510 246-5672

State Manifest Document Number 95100276
State Generator's ID [illegible]
State Transporter's ID [illegible]
[illegible]

5. Transporter 1 Company Name
Security Environmental Systems
6. US EPA ID Number CAD980887475
7. Transporter 2 Company Name
8. US EPA ID Number

9. Designated Facility Name and Site Address
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. NON RCRA HAZARDOUS WASTE, SOLID (WOOD TREATED WITH CREOSOTE) (CALIFORNIA REGULATED ONLY)	001	CM	17060	P
b.				
c.				
d.				

[illegible]

15. Special Handling Instructions and Additional Information
24 Hour Emergency Response:
Jannete Barr (800) 759-2510
SP4400-94-D-0003-0048 COR PEDRO TAOY

11a) ERG:NONE 11b)
11c) 11d)

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane.
Huntington Beach, Ca. 92649

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Printed/Typed Name	Signature	Month	Day	Year
OM PARKASH KALRA	Om Parkash Kalra	11	09	94

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
Brian Griffel	Brian Griffel	11	09	94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

RECEIVED
NOV 11 1994

19. Discrepancy Indication Space

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Printed/Typed Name	Signature	Month	Day	Year
[illegible]	[illegible]	11	09	94

DO NOT WRITE BELOW THIS LINE.

4 148

White TSDF SENDS THIS COPY TO DTSC WITHIN 30 DAYS
To: P.O. Box 3000, Sacramento, Ca. 95813

DTSC 8022A (9/93)
EPA 8700—22

SP24708
FTL 7150

Environmental Protection Agency
Form Approved OMB No. 2050-0039 (Expires 9-30-94)
Please print or type. Form designed for use on elite (12-pitch) typewriter.

See instructions on back of page 6.

Department of Toxic Substances Control
Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CA7170024528 | Manifest Document No. A0682 | 2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address
CONCORD NAVAL WEAPONS STATION
10 DELTA STREET CODE 09203
CONCORD, CA 94520-5100

4. Generator's Phone 510 246-5672

State Manifest Document Number: 951100277

5. Transporter 1 Company Name: Security Environmental Systems
6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name
8. US EPA ID Number

CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239
10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	State Waste No.
a. NON RCRA HAZARDOUS WASTE, SOLID (WOOD TREATED WITH CREOSOTE) (CALIFORNIA REGULATED ONLY)	002	CM	25700	P	NONE
b.					
c.					
d.					

15. Special Handling Instructions and Additional Information
24 Hour Emergency Response:
Jannete Barr (800) 759-2510
SP4400-94-D-0003-0048
11a) ERG: NONE 11b) 11c) COR PEDRO TAOY 11d) PJ

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, Ca. 92649

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Printed/Typed Name	Signature	Month	Day	Year
OM PARKASH KALRA	Om Parkash Kalra	11	08	94

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
BRIAN GRIFFEL	[signature]	11	08	94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

RECEIVED
NOV 10 1994

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name	Signature	Month	Day	Year
[illegible]	[signature]	11	08	94

DO NOT WRITE BELOW THIS LINE.

5 149

GENERATOR

TRANSPORTER

951100277

...ONAL RESPONSE CENTER 1-800-424-8802; WITHIN CALIFORNIA, CALL 1-800-852-7550

EPA (9/93)
22

White: TO BE SENT TO THE COMPLETED MANIFEST ... To: P.O. ... Sacramento, ...

[illegible] MANAGEMENT, INC
[illegible] DRIVE
[illegible] CA [illegible]

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES. PLEASE PAY AMOUNT INDICATED BELOW.

TERMS

DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

SERVICE PROVIDED BY
KETTLEMAN HILLS FACILITY

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	6365671
INVOICE NUMBER	INVOICE DATE	PAGE
68022640	02/28/95	1

950301

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0095306102-02	LAX-BH2213	RAGS, DEBRIS CONTAMINATED WITH		SVC DATE:	02/16/95
	DISPOSAL	CUBIC YARD	20.00	50.0000	1,000.00
	PO# OR CONTRACT#	PORT HUENEME			
	KINGS COUNTY TAX	REVENUE	1,000.00	.1000	100.00
				SUBTOTAL	1,100.00
	SJG #/Y= 285				
	BIN# 434291				
0095306102-01	LAX-BI2334	ABSORBANT,DEBRIS, SOIL CONTAM.		SVC DATE:	02/16/95
	DISPOSAL	CUBIC YARD	20.00	87.0000	1,740.00
	PO# OR CONTRACT#	DRMO PORT HUENE			
	KINGS COUNTY TAX	REVENUE	1,740.00	.1000	174.00
				SUBTOTAL	1,914.00
	SJG #/Y= [illegible]				

EMIT TO
DDRESS

[illegible]
DEPT [illegible]
PASADENA, CA [illegible]

PLEASE PAY
THIS AMOUNT

3,014.00**

10087 8/82

ORIGINAL INVOICE

150

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/833-3404

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES. PLEASE PAY AMOUNT INDICATED BELOW.

TERMS

DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

SERVICE PROVIDED BY:
KETTLEMAN HILLS FACILITY

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

CUSTOMER ACCOUNT NUMBER		
680	680	6365671
INVOICE NUMBER	INVOICE DATE	PAGE
68021882	02/21/95	1

950221

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
095306091-01	LAX-BH2213	RAGS, DEBRIS CONTAMINATED WITH		SVC DATE:	02/01/95
DISPOSAL		CUBIC YARD	20.00	50.0000	1,000.00
PO# OR CONTRACT#		MARE ISLAND NAVAL			
KINGS COUNTY TAX		REVENUE	1,000.00	.1000	100.00
				SUBTOTAL	1,100.00
SJG #/Y= 431					
BIN# 8201					
095306092-01	LAX-BI2334	ABSORBANT,DEBRIS, SOIL CONTAM.		SVC DATE:	02/01/95
DISPOSAL		CUBIC YARD	20.00	87.0000	1,740.00
PO# OR CONTRACT#		DRMO FORT HUENE			
KINGS COUNTY TAX		REVENUE	1,740.00	.1000	174.00
				SUBTOTAL	1,914.00
SJG #/Y= 433					
BIN# 209					

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

3,014.00**

WM0087 8/82

ORIGINAL INVOICE

[illegible] CA [illegible]
800/843-3604

SERVICE PROVIDED BY:
KETTLEMAN HILLS FACILITY

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

CUSTOMER ACCOUNT NUMBER		
680	680	6365671
INVOICE NUMBER	INVOICE DATE	PAGE
68021432	01/31/95	2

950203

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0093183132-01	LAX-AN7647	SANDBLAST GRIT/SANDBLAST MATER		SVC DATE:	12/08/94
	DISPOSAL	CUBIC YARD	20.00	50.0000	1,000.00
	PO# OR CONTRACT#	DRMO-PORT HUENEME			
	KINGS COUNTY TAX	REVENUE	1,000.00	.1000	100.00
				SUBTOTAL	1,100.00
	SJG #/Y= 1592				
0093183151-01	LAX-AK1764	DEBRIS FROM SANDBLAST OPERATON		SVC DATE:	12/13/94
	DISPOSAL	CUBIC YARD	40.00	50.0000	2,000.00
	PO# OR CONTRACT#	MARE ISLAND			
	KINGS COUNTY TAX	REVENUE	2,000.00	.1000	200.00
				SUBTOTAL	2,200.00
	SJG #/Y= 165				
0095100271-02	LAX-BF3607	WOOD TREATED WITH CREOSOTE		SVC DATE:	12/08/94
	DISPOSAL	CUBIC YARD	40.00	50.0000	2,000.00
	PO# OR CONTRACT#	DRMO-PORT HUENEME			
	KINGS COUNTY TAX	REVENUE	2,000.00	.1000	200.00
				SUBTOTAL	2,200.00
	SJG #/Y= 495				

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA [illegible]

PLEASE PAY THIS AMOUNT

[illegible] 65**

EXHIBIT 8 PAGE 152

#M0087 8/82

ORIGINAL INVOICE

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

DUE UPON REC'T OR
PER CONTRACT

SERVICE PROVIDED BY:
KETTLEMAN HILLS FACILITY

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

680	680	6365671

INVOICE NUMBER	INVOICE DATE	PAGE
68023118	03/08/95	1

950308

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0090687294-01	LAX-BN0181	HYDRAULIC FLUID / JP-5 AND ABS		SVC DATE:	02/03/95
	DIRECT LANDFILL	DRUMS	12.00	70.0000	840.00
	PO# OR CONTRACT#	ROCKWELL			
	KINGS COUNTY TAX	REVENUE	840.00	.1000	84.00
				SUBTOTAL	924.00
	SY				
0090687294-02	LAX-BN0182	CONTAMINATED TRASH		SVC DATE:	02/03/95
	DIRECT LANDFILL	CUBIC YARD	7.00	145.0000	1,015.00
	PO# OR CONTRACT#	ROCKWELL			
	KINGS COUNTY TAX	REVENUE	1,015.00	.1000	101.50
				SUBTOTAL	1,116.50
	SY				
0090687290-01	LAX-BN0181	HYDRAULIC FLUID / JP-5 AND ABS		SVC DATE:	02/03/95
	DIRECT LANDFILL	DRUMS	1.00	70.0000	70.00
	PO# OR CONTRACT#	ROCKWELL			
	KINGS COUNTY TAX	REVENUE	70.00	.1000	7.00
				SUBTOTAL	77.00
	SY				
0090687292-01	LAX-BN0181	HYDRAULIC FLUID / JP-5 AND ABS		SVC DATE:	02/03/95
	DIRECT LANDFILL	DRUMS	5.00	70.0000	350.00
	PO# OR CONTRACT#	ROCKWELL			
	KINGS COUNTY TAX	REVENUE	350.00	.1000	35.00
				SUBTOTAL	385.00
	S				

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

CONTINUED

WM0087 8/82

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

DUE UPON REC'T OR
PER CONTRACT

SERVICE PROVIDED BY:
KETTLEMAN HILLS FACILITY

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

TRANS. ACCOUNT NUMBER		
680	680	6365671
INVOICE NUMBER	INVOICE DATE	PAGE
68023118	03/08/95	2

950308

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0090687302-02	LAX-BN0182	CONTAMINATED TRASH		SVC DATE:	02/03/95
	DIRECT LANDFILL	CUBIC YARD	1.00	145.0000	145.00
	PO# OR CONTRACT#	ROCKWELL			
	KINGS COUNTY TAX	REVENUE	145.00	.1000	14.50
				SUBTOTAL	159.50

SY

8 154

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

CWM0087 8/82

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

DUE UPON REC'T OR
PER CONTRACT

SERVICE PROVIDED BY:
KETTLEMAN HILLS FACILITY

SECURITY ENVIRONMENTAL SYSTEM
15302 PIPELINE LANE

HUNTINGTON BEACH CA 92649

680 680 6365671

INVOICE NUMBER
68023334 03/08/95 1

950308

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0090687326-01	LAX-BN0181	HYDRAULIC FLUID / JP-5 AND ABS		SVC DATE:	02/17/95
	DIRECT LANDFILL	DRUMS	3.00	70.0000	210.00
	PO# OR CONTRACT# ROCKWELL				
	KINGS COUNTY TAX	REVENUE	210.00	.1000	21.00
				SUBTOTAL	231.00
	SY				
0090687326-02	LAX-BN0182	CONTAMINATED TRASH		SVC DATE:	02/17/95
	DIRECT LANDFILL	CUBIC YARD	4.00	87.0000	348.00
	PO# OR CONTRACT# ROCKWELL				
	KINGS COUNTY TAX	REVENUE	348.00	.1000	34.80
				SUBTOTAL	382.80
	SY				

8 155

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91109-0117

PLEASE PAY THIS AMOUNT

613.80

CWM0087 3/82

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

DUE UPON REC'T OR
PER CONTRACT

SERVICE PROVIDED BY:
KETTLEMAN HILLS FACILITY

SECURITY ENVIRONMENTAL SYSTEMS
..ATTN ACCOUNTS PAYABLE
15302 PIPELINE LN

680 680 6365671

INVOICE NUMBER
68024303 03/27/95 1

HUNTINGTON BEACH CA 92649-1138

950328

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
000LABFEES-CM	LAX-BS6028	LEAD CONT. SANDBLAST MATERIAL		SVC DATE: 02/22/95	
	WASTE APPROVAL FEE	OTHER	1.00	150.0000	150.00
				SUBTOTAL	150.00
	JAM				
000LABFEES-CN	LAX-BS6041	NON RCRA FILTER CAKE		SVC DATE: 02/23/95	
	WASTE APPROVAL FEE	OTHER	1.00	150.0000	150.00
				SUBTOTAL	150.00
	JAM				

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT 300.00**

8 156

WE APPRECIATE YOUR BUSINESS!

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
[illegible]

SERVICE PROVIDED BY
KETTLEMAN HILLS FACILITY

CALIFORNIA CHEMICAL DISPOSAL
[illegible]

WILMINGTON CA 90744

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS

DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS.

CUSTOMER ACCOUNT NUMBER		
[illegible]	[illegible]	[illegible]
INVOICE NUMBER	INVOICE DATE	PAGE
[illegible]	02/24/95	

950224

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0095309779-01	LAX-J32865	DRY PAINT FILTERS		SVC DATE:	02/17/95
	MACROENCAPULATION	DRUMS	5.00	260.0000	1,300.00
	PO# OR CONTRACT# ACTIVE SUPPLY				
	KINGS COUNTY TAX	REVENUE	1,300.00	.1000	130.00
				SUBTOTAL	1,430.00
	SY				

WM 0087

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
[illegible]
[illegible]

PLEASE PAY THIS AMOUNT

1,430.00

CWM0087 8/82

ORIGINAL INVOICE

4 157

WHICHEVER IS LESS

CALIFORNIA CHEMICAL DISPOSAL
1815 E O ST

WILMINGTON CA 90744

105107

CUSTOMER ACCOUNT NUMBER		
680	680	6085377
INVOICE NUMBER	INVOICE DATE	PAGE
68011017	07/19/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0093182489-04	ORC-AM2627	WASTE ABSORBENT WITH OIL		SVC DATE:	06/21/94
	DIRECT LANDFILL	DRUMS	11.00	75.0000	825.00
	PO# OR CONTRACT#	SR # 116949			
	KINGS COUNTY TAX	REVENUE	825.00	.1000	82.50
	NT ST BOE TAX	TONS	3.00	26.2500	78.75
				SUBTOTAL	986.25
	SY				
0093182489-03	ORC-AM2630	WASTE INK SOLIDS		SVC DATE:	06/21/94
	DIRECT LANDFILL	DRUMS	1.00	75.0000	75.00
	PO# OR CONTRACT#	SR # 116949			
	KINGS COUNTY TAX	REVENUE	75.00	.1000	7.50
	NT ST BOE TAX	TONS	1.00	26.2500	26.25
				SUBTOTAL	108.75
	SY				
0093182489-02	ORC-AM2907	WASTEWATER BASE PAINT AND		SVC DATE:	06/21/94
	DIRECT LANDFILL	DRUMS	1.00	75.0000	75.00
	PO# OR CONTRACT#	SR # 116949			
	KINGS COUNTY TAX	REVENUE	75.00	.1000	7.50
	NT ST BOE TAX	TONS	1.00	26.2500	26.25
				SUBTOTAL	108.75
	SY				

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

1,203.75**

CWM0087 8/82

ORIGINAL INVOICE

5 156

WE APPRECIATE YOUR BUSINESS!

800/243-3404

DUE UPON RECEIPT OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEA TEREST AT TWO PERCENT PER MONT THE MAXIMUM RATE ALLOWED BY WHICHEVER IS LESS.

CALIFORNIA CHEMICAL DISPOSAL
1815 E O ST

WILMINGTON CA 90744

CUSTOMER ACCOUNT NUMBER		
680	680	608537

INVOICE NUMBER	INVOICE DATE	PA
68011272	07/27/94	

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0093182596-07	ORC-AM2627	WASTE ABSORBENT WITH OIL		SVC DATE:	07/12/94
	DIRECT LANDFILL	DRUMS	5.00	75.0000	375.00
	PO# OR CONTRACT#	CROWN CORK & SEAL			
	KINGS COUNTY TAX	REVENUE	375.00	.1000	37.50
	NT ST BOE TAX	TONS	2.00	26.2500	52.50
				SUBTOTAL	465.00
	SY				
0093182596-06	ORC-AM2630	WASTE INK SOLIDS		SVC DATE:	07/12/94
	DIRECT LANDFILL	DRUMS	1.00	75.0000	75.00
	PO# OR CONTRACT#	CROWN CORK & SEAL			
	KINGS COUNTY TAX	REVENUE	75.00	.1000	7.50
	NT ST BOE TAX	TONS	1.00	26.2500	26.25
				SUBTOTAL	108.75
	SY				
0093182596-05	ORC-AM2907	WASTEWATER BASE PAINT AND		SVC DATE:	07/12/94
	DIRECT LANDFILL	DRUMS	1.00	75.0000	75.00
	PO# OR CONTRACT#	CROWN CORK & SEAL			
	KINGS COUNTY TAX	REVENUE	75.00	.1000	7.50
	NT ST BOE TAX	TONS	1.00	26.2500	26.25
				SUBTOTAL	108.75
	SY				

REMIT TO ADDRESS: CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT: 682.50**

VM0087 8/82

ORIGINAL INVOICE

APPRECIATE YOUR BUSINESS

CWMCHEVERON

CALIFORNIA CHEMICAL DISPOSAL
1815 E O ST

WILMINGTON CA 90744

CUSTOMER ACCOUNT NUMBER		
680	680	6085377
INVOICE NUMBER	INVOICE DATE	PAGE
68011871	08/18/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
000LABFEES-DM	ORC-AM2907	WASTEWATER BASE PAINT AND		SVC DATE:	06/27/94
	WASTE APPROVAL FEE	LAB FEES	1.00	150.0000	150.00
	PO# OR CONTRACT# LABFEES				
				SUBTOTAL	150.00

REMIT TO ADDRESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT

150.00*

CWM0087 8/82

ORIGINAL INVOICE

PAGE 8 OF 160

WE APPRECIATE YOUR BUSINESS!

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES. PLEASE PAY AMOUNT INDICATED BELOW.

TERMS
DUE UPON REC'T OR PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT TWO PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS

CALIFORNIA CHEMICAL DISPOSAL
1815 E 'D' ST
WILMINGTON CA 90744

CUSTOMER ACCOUNT NUMBER		
680	680	6085377
INVOICE NUMBER	INVOICE DATE	PAGES
68012138	08/24/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0092430282-03	ORC-AM2627	WASTE ABSORBENT WITH OIL		SVC DATE	08/10/94
	DIRECT LANDFILL	DRUMS	5.00	75.0000	375.00
	PO# OR CONTRACT#	CROWN CORK & CHEM			
	KINGS COUNTY TAX	REVENUE	375.00	.1000	37.50
	NT ST BOE TAX	TONS	1.00	26.2500	26.25
				SUBTOTAL	438.75
	SY				
0092430282-02	ORC-AM2630	WASTE INK SOLIDS		SVC DATE	08/10/94
	DIRECT LANDFILL	DRUMS	2.00	75.0000	150.00
	PO# OR CONTRACT#	CROWN CORK & SEAL			
	KINGS COUNTY TAX	REVENUE	150.00	.1000	15.00
	NT ST BOE TAX	TONS	1.00	26.2500	26.25
				SUBTOTAL	191.25
	SY				
0092430282-01	ORC-AM2907	WASTEWATER BASE PAINT AND		SVC DATE	08/10/94
	DIRECT LANDFILL	DRUMS	3.00	75.0000	225.00
	PO# OR CONTRACT#	CROWN CORK & SEAL			
	KINGS COUNTY TAX	REVENUE	225.00	.1000	22.50
	NT ST BOE TAX	TONS	1.00	26.2500	26.25
				SUBTOTAL	273.75
	SY				

S 161

REMIT TO ADDRESS: CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT: 903.75**

WM0087 8/82

ORIGINAL INVOICE

THE MAXIMUM RATE ALLOWED BY LAW WHICHEVER IS LESS

CALIFORNIA CHEMICAL DISPOSAL
1815 E O ST
WILMINGTON CA 90744

CUSTOMER ACCOUNT NUMBER		
680	680	26085377
INVOICE NUMBER	INVOICE DATE	PAGE
68012322	08/25/94	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
0093182526-01	LAX-J32865	DRY PAINT FILTERS		SVC DATE:	07/20/94
	MACROENCAPULATION	DRUMS	13.00	260.0000	3,380.00
	PO# OR CONTRACT# CSR#	123920			
	ST BOE TAX	DRUMS	2.00	43.3400	86.68
	KINGS COUNTY TAX	REVENUE	3,380.00	.1000	338.00
				SUBTOTAL	3,804.68
	SY				

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT 3,804.68**

CWM0087 8/82

ORIGINAL INVOICE

WE APPRECIATE YOUR BUSINESS

6 162

CALIFORNIA CHEMICAL DISPOSAL
1815 E O ST
WILMINGTON CA 90744

CUSTOMER ACCOUNT NUMBER		
680	680	6085377
INVOICE NUMBER	INVOICE DATE	PAGE
68012981	08/31/94	1

REFERENCE NO.	PROFILE	DESC / / UNIT	QUANTITY	RATE	AMOUNT
093182680-02	LAX-BH1857	FILTER MEDIA		SVC DATE:	08/22/94
	DIRECT LANDFILL	DRUMS	28.00	75.0000	2,100.00
	PO# OR CONTRACT# FIFTH HILL PARTNERS				1,287.00
	KINGS COUNTY TAX	REVENUE	2,100.00	.1000	210.00
	NT ST BOE TAX	DRUMS	1.00	26.8200	26.82
				SUBTOTAL	1,287.00
937941-01	LAX-802475	NON HAZARDOUS SOIL		SUBTOTAL	2,336.82
	DIRECT LANDFILL			SVC DATE:	08/26/94
	PO# OR CONTRACT# P.O.# 992-A				858.00
				SUBTOTAL	858.00

T TO
RESS

CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY
THIS AMOUNT

2,336.82**

7 8/82

ORIGINAL INVOICE

CHEMICAL WASTE MANAGEMENT, INC
4227 TECHNOLOGY DRIVE
FREMONT CA 94538
800/843-3604

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR
PER CONTRACT

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CALIFORNIA CHEMICAL DISPOSAL
1815 E O ST

WILMINGTON CA 90744

CUSTOMER ACCOUNT NUMBER		
680	680	6085377

INVOICE NUMBER	INVOICE DATE	PAGE
68016354	10/25/94	1

REFERENCE NO.	PROFILE	DESC. /	UNIT	QUANTITY	RATE	AMOUNT
0093183062-A0	LAX-J32865	DRY PAINT FILTERS			SVC DATE:	10/18/94
	MACROENCAPULATION		DRUMS	6.00	260.0000	1,560.00
	PO# OR CONTRACT# ACTIVE SUPPLY					
	KINGS COUNTY TAX		REVENUE	1,560.00	.1000	156.00
	NT ST BOE TAX		DRUMS	1.00	26.8200	26.82
					SUBTOTAL	1,742.82
	SY					

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
DEPT. 100117
PASADENA, CA 91189-0117

PLEASE PAY THIS AMOUNT 1,742.82**

WM0087 8/82

6 164

APPRECIATE YOUR BUSINESS!

Form Approved OMB No. 2050-0039 (Expires 9-30-9[illegible]) Please print or type. Form designed for use on elite [illegible] pewriter.

See Instructions on ba[illegible] page 6.

Department of Toxic Substances Control Sacramento, California

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CAD981376663 Manifest Document No. 93062

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

93183062

3. Generator's Name and Mailing Address
ACTIVE SUPPLY CO.
5433 SAN FERNANDO RD. LOS ANGELES, CA. 90039

4. Generator's Phone (213) 245-5737

5. Transporter 1 Company Name: Security Environmental Systems

6. US EPA ID Number: CAD980887475

7. Transporter 2 Company Name:

8. US EPA ID Number:

9. Designated Facility Name and Site Address
CHEMICAL WASTE MANAGEMENT
35251 OLD SKYLINE ROAD
KETTLEMAN CITY, CA 93239

10. US EPA ID Number: CAT000646117

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol.
a. RQ, HAZARDOUS WASTE SOLID, N.O.S. (LEAD, CHROMIUM, CADMIUM), 9, UN3077, P.G. III	006	DM	011200	P
b.				
c.				
d.				

[illegible]

15. Special Handling Instructions and Additional Information

24 Hour Emergency Response:
Mike Jeffries (800 448-0557

11a) ERG:31 11b) ERG:
11c) 11d)

Send Photocopy of Manifest to:
Security Environmental Systems
15302 Pipeline Lane
Huntington Beach, CA 92649

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable federal, state and international laws.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name	Signature	Month	Day	Year
J. Thomas Webster	[signature]	10	17	94

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
Geoff Somers	[signature]	10	17	94

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
[illegible]				

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name	Signature	Month	Day	Year
Richard Salazar	[signature]	10	18	94

DO NOT WRITE BELOW THIS LINE.

IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802, WITHIN CALIFORNIA, CALL 1-800-852-7550

93183062

White- TSDF SENDS THIS COPY TO DTSC WITHIN 30 DAYS.
1c [illegible] Box 3000 Sacramento, CA 95812

DTSC 8022A (7/92)
EPA 8700—22

8 165

"FILED"

United States Bankruptcy Court (Santa Ana)
Central District of California

PROOF OF CLAIM

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034JB
Cred. ID: 1368245

95 MAY 30 PM 1:38
E.K. U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Duane, Morris & Hecksher

Name and Address Where Notices Should Be Sent
Duane, Morris & Heckscher
1201 N. Market Street, Suite 1500
Wilmington, DE 19899
Attn: Mary F. Caloway, Esq. (302)
Telephone No. 657-4999

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you never received any notices from the bankruptcy court in this case.

☐ Check box if this address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
W1383-1

Check here if this claim ☐ replaces ☐ amends } a previously filed claim dated:

1. BASIS FOR CLAIM
- ☐ Goods sold
- ☒ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other (Describe briefly)
- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wage, salaries, and commissions (Fill out below)

Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
February-April 1995

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority (2) Unsecured Priority. (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe)
Amount of arrearage and other charges included in secured claim above if any $ _____

☒ UNSECURED NONPRIORITY CLAIMS $ 97,137.13
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
- ☐ Wages, salaries, or commissions (up to $2000, earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier- 11 U.S.C. § 507(a)(3)
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
- ☐ Up to $900 of deposits toward purchase, lease, or rental of property services for personal, family, or household use-11 U.S.C. § 507(a)(6
- ☐ Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7)
- ☐ Other - 11 U.S.C. §§ 507(a)(2), (a)(5) - (Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 97,137.13 (Unsecured) $ _____ (Secured) $ _____ (Priority) $ 97,137.13 (Total)

☐ Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charg

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENT: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interest. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: 5/25/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
Mary F. Caloway
Mary F. Caloway, Esquire

Penalty for Presenting Fraudulent Claim: fine of up to $500,000.00 or imp ... 18 U.S.C. §§ 152 and 3571

9 166

CP 98
CP 7.95

xms Inc. • P.O. Box 1109 • La Jolla, CA 92038 • 800/854-1080 • Official Form 10

file

Duane, Morris & Heckscher
Attorneys-At-Law
1201 Market Street, Suite 1500
Wilmington, DE 19801

April 30, 1995

MS ELLEN BATZEL

WNH INVESTMENTS LLC V. BATZEL ELLEN

File # W1383 00001 WEM Ref # 3043797 IRS # 23-1392502

FOR PROFESSIONAL SERVICES RECORDED through 25-apr-1995 in connection with the above-captioned matter.		$ 88,545.00

DISBURSEMENTS

Printing & duplicating	1,981.50	
Telephone	108.11	
Postage	5.00	
Dinner-local	9.00	
Travel-local	18.50	
Travel away from home	822.00	
Lexis Legal Research	233.34	
Overnight Mail	996.23	
Deposition transcript	2,409.90	
Westlaw Legal Research	226.98	
Messenger Service	611.25	
Miscellaneous	1,054.01	
Overtime Related Costs	1,054.86	
Telecopy	561.45	
		10,092.13
		98,637.13
Less Billed On Account		1,500.00
Net Amount Due		97,137.13

9 167

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Services	Timekeeper	Hours	Value
28-Feb-1995	TELEPHONE WITH R. VALIHURA RE BATZEL POSITION, STATUS OF CASE	TPPRESTON	.50	137.50
02-Mar-1995	TELEPHONE WITH D. ARONOFF, R. VALIHURA RE STATUS; CORRESPONDENCE TO CLIENTS RE CONFLICT, PAYMENT	TPPRESTON	1.20	330.00
03-Mar-1995	TELEPHONE TO COURT, ARONOFF, OPPOSING COUNSEL, ETC. RE CONFLICT, PAYMENT, WITHDRAWAL, ETC.	TPPRESTON	5.80	1,595.00
05-Mar-1995	REVIEWING BRIEFS, DEPOSITIONS FOR TRIAL	TPPRESTON	5.70	1,567.50
06-Mar-1995	PREPARATION FOR TRIAL - REVIEWING TRANSCRIPTS AND BRIEF; PREPARATION OF ELLEN BATZEL	TPPRESTON	10.90	2,997.50
07-Mar-1995	TRIAL DAY ONE - PREPARATION AFTER DIRECT OF E. BATZEL	TPPRESTON	10.50	2,887.50
08-Mar-1995	TRIAL DAY TWO	TPPRESTON	12.00	3,300.00
09-Mar-1995	TRIAL DAY THREE	TPPRESTON	9.70	2,667.50
10-Mar-1995	TELEPHONE WITH ARONOFF, R. VALIHURA, TURKEN TO OUTLINE BRIEF; REVIEWING WITHDRAWAL MOTION BY MORRIS, NICHOLS, ARSHT & TUNNELL	TPPRESTON	1.60	440.00
11-Mar-1995	LEGAL RESEARCH POST-TRIAL BRIEF	TPPRESTON	.30	82.50
13-Mar-1995	LEGAL RESEARCH FOR POST-TRIAL BRIEF	TPPRESTON	2.50	687.50
14-Mar-1995	LEGAL RESEARCH FOR POST-TRIAL BRIEF	TPPRESTON	1.60	440.00
15-Mar-1995	LEGAL RESEARCH FOR POST-TRIAL BRIEF	TPPRESTON	3.20	880.00
16-Mar-1995	DRAFTING POST-TRIAL BRIEF	TPPRESTON	2.50	687.50
17-Mar-1995	MEETING WITH R. VALIHURA RE BRIEF	TPPRESTON	.40	110.00
18-Mar-1995	REVISING POST-TRIAL BRIEF	TPPRESTON	2.30	632.50
30-Mar-1995	MEETING WITH R. VALIHURA RE BRIEF, REQUEST FOR ORAL ARGUMENT	TPPRESTON	.30	82.50
			---	---
			71.00	19,525.00
21-Mar-1995	REVIEW POST-TRIAL BRIEF	KMTAYLOR	3.20	256.00

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Services	Timekeeper	Hours	Value
	RE; CITE CHECKING AND TO PULL EXHIBIT REFERENCES			
22-Mar-1995	CITE CHECKING FOR RJV OF POST-TRIAL BRIEF	KMTAYLOR	7.00	560.00
23-Mar-1995	COMPLETE CITE CHECKING; ARRANGE SLIP OP. COMPENDIUM; PREPARE TABLE OF CONTENTS; PREPARE TO FILE	KMTAYLOR	5.00	400.00
			---	---
			15.20	1,216.00
27-Feb-1995	ATTEND DEPOSITIONS, DRAFTING BRIEF, RESEARCH, SETTLEMENT DISCUSSIONS	RJVALIHURA	15.50	3,100.00
28-Feb-1995	DRAFT BRIEF, RESEARCH, ATTEND DEPOSITIONS, REVIEW TRANSRIPTS, SETTLEMENT DISCUSSIONS, TELEPHONE CONFERENCE ALLSUP, TELEPHONE CONFERENCE BATZEL	RJVALIHURA	17.10	3,420.00
28-Feb-1995	DRAFT BRIEF, ATTEND DEPOSITIONS MCGRAIN, ALLEN; SETTLEMENT DISCUSSIONS, TELEPHONE CONFERENCE PRESTON, TELEPHONE CONFERENCE BATZEL, TELEPHONE CONFERENCE TURNER, TELEPHONE CONFERENCE ALLSUP	RJVALIHURA	12.50	2,500.00
01-Mar-1995	DRAFTING BRIEF, SETTLEMENT DISCUSSIONS WITH CLIENT, TELEPHONE CONFERENCE PRESTON, TELEPHONE CONFERENCE ALLSUP, TELEPHONE CONFERENCE TURNER	RJVALIHURA	11.80	2,360.00
02-Mar-1995	MEET WITH ARONOFF, TURKEN RE: SETTLEMENT, TELEPHONE CONFERENCE ALLSUP, TRAVEL TO WILM (BUSINESS DAY)	RJVALIHURA	7.00	1,400.00
03-Mar-1995	TELEPHONE CONFERENCE BATZEL, TELEPHONE CONFERENCE ALLSUP, TELEPHONE CONFERENCE TURNER, CONFERENCE PRESTON, TELEPHONE CONFERENCE ARONOFF,	RJVALIHURA	15.90	3,180.00

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Services	Timekeeper	Hours	Value
	TELEPHONE CONFERENCE COURT, REVIEW BRIEF, TRIA PREPARATION			
04-Mar-1995	TRIAL PREPARATION, TELEPHONE CONFERENCE ALLSUP, TELEPHONE CONFERENCE BATZEL RE: BOARD MEETING, CONFERENCE MORTON RE: REMOVAL OF DIRECTOR	RJVALIHURA	11.50	2,300.00
05-Mar-1995	TRIAL PREPARATION	RJVALIHURA	12.80	2,560.00
06-Mar-1995	PREPARATION AND ATTEND MEETING OF BOARD, CONFERENCE ARONOFF, TURKEN, TELEPHONE CONFERENCE ALLSUP, TELEPHONE CONFERENCE TURNER, CONFERENCE BATZEL, WHEELER, PREPARATION FOR TRIAL	RJVALIHURA	15.50	3,100.00
07-Mar-1995	TRIAL, TRIAL PREPARATION WITH ALLSUP	RJVALIHURA	12.80	2,560.00
08-Mar-1995	TRIAL, PREPARATION FOR TRIAL WITH TURNER, ALLSUP	RJVALIHURA	13.90	2,780.00
09-Mar-1995	TRIAL, PREPARATION FOR TRIAL WITH TURNER	RJVALIHURA	10.00	2,000.00
10-Mar-1995	MEETING WITH BATZEL, REVIEWING DOCUMENT, SHIP DOCUMENTS, TELEPHONE CONFERENCE ALLSUP, TELEPHONE CONFERENCE TURNER, TELEPHONE CONFERENCE ARONOFF RE: STRUCTURE OF BRIEF	RJVALIHURA	6.00	1,200.00
11-Mar-1995	DRAFTING MEMORANDUMS, REVIEW DOCUMENTS, DRAFTING BRIEF	RJVALIHURA	2.30	460.00
12-Mar-1995	DRAFTING BRIEF, RESEARCH	RJVALIHURA	2.10	420.00
13-Mar-1995	DRAFTING BRIEF, RESEARCH, TELEPHONE CONFERENCE ARONOFF RE: STRATEGY	RJVALIHURA	6.90	1,380.00
14-Mar-1995	DRAFTING BRIEF, RESEARC, TELEPHONE CONFERENCE ARONOFF	RJVALIHURA	7.80	1,560.00
15-Mar-1995	DRAFTING BRIEF, RESEARCH, REVIEWING CORRESPONDENCE, TELEPHONE CONFERENCE	RJVALIHURA	7.70	1,540.00

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Services	Timekeeper	Hours	Value
	ARONOFF, CONFERENCE PRESTON			
16-Mar-1995	DRAFTING BRIEF, RESEARCH, TELEPHONE CONFERENCE RICHARDS FIRM RE: DISCOVERY	RJVALIHURA	11.10	2,220.00
17-Mar-1995	DRAFTING BRIEF, RESEARCH, TELEPHONE CONFERENCE ARONOFF, CONFERENCE PRESTON RE: BRIEF	RJVALIHURA	6.10	1,220.00
18-Mar-1995	DRAFT/REVISE BRIEF	RJVALIHURA	3.80	760.00
19-Mar-1995	DRAFTING BRIEF, REVISING BRIEF, TELEPHONE CONFERENCE ARONOFF	RJVALIHURA	13.60	2,720.00
20-Mar-1995	DRAFT BRIEF, RESEARCH, TELEPHONE CONFERENCE ARONOFF RE: BRIEF, TELEPHONE CONFERENCE ALLSUP	RJVALIHURA	10.40	2,080.00
21-Mar-1995	DRAFT BRIEF; RESEARCH; TELECONFERENCE W/ARONOFF; TELECONFERENCE W/ALLSUP RE BRIEF.	RJVALIHURA	12.90	2,580.00
22-Mar-1995	DRAFT BRIEF; REVISE SECTIONS ON SECURITYLAW; TELECONFERENCE W/ARONOFF RE BRIEF; RESEARCH; TELECONFERENCE W/ALLSUP RE BRIEF; REVIEW CORRESPONDENCE; DRAFT CORRESPONDENCE.	RJVALIHURA	18.90	3,780.00
23-Mar-1995	REVISE FINAL BRIEF; FILE; DRAFT CORRESPONDENCE; TELECONFERENCE W/ALLSUP; TELECONFERENCE W/WHEELER.	RJVALIHURA	10.20	2,040.00
24-Mar-1995	TELECONFERENCE W/ARONOFF RE APPEAL; REVIEW FILE/REVISE CORRESPONDENCE.	RJVALIHURA	2.50	500.00
27-Mar-1995	TELECONFERENCE W/ARONOFF.	RJVALIHURA	.20	40.00
28-Mar-1995	TELEPHONE CONFERENCE ARONOFF, DRAFTING AND SEND CORRESPONDENCE	RJVALIHURA	.70	140.00
29-Mar-1995	DRAFTING MEMORANDUM, REVIEWING FILE	RJVALIHURA	1.20	240.00
30-Mar-1995	REVIEWING BRIEF BY PLAINTIFF, TELEPHONE CONFERENCE ARONOFF, DRAFTING MEMORANDUM TO CLIENTS, SEND BRIEF TO CLIENTS, TELEPHONE	RJVALIHURA	5.30	1,060.00

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Services	Timekeeper	Hours	Value
	CONFERENCE COUNSEL FOR PLAINTIFF			
31-Mar-1995	TELEPHONE CONFERENCE ARONOFF RE: BRIEF, DRAFTING, SEND CORRESPONDENCE TO COURT RE: ARGUMENT, CONFERENCE PRESTON, REVIEWING BRIEF, REVIEWING CORRESPONDENCE FROM COUNSEL FOR PLAINTIFF	RJVALIHURA	2.80	560.00
03-Apr-1995	TELEPHONE CONFERENCE ARONOFF RE: BRIEF, TELEPHONE CONFERENCE ALLSUP, REVIEWING FILE	RJVALIHURA	.80	160.00
04-Apr-1995	TELEPHONE CONFERENCE ARONOFF RE: STATUS UPDATE ON REQUEST FOR ARGUMENT, DRAFTING MOTION TO STAY, CONFERENCE COURT RE: ARGUMENT	RJVALIHURA	.90	180.00
05-Apr-1995	TELEPHONE CONFERENCE TURNER RE: STATUS, DRAFTING MOTION TO STAY	RJVALIHURA	.40	80.00
06-Apr-1995	TELEPHONE CONFERENCE ALLSUP	RJVALIHURA	.30	60.00
07-Apr-1995	DRAFTING MOTION TO STAY, TELEPHONE CONFERENCE ARONOFF STATUS	RJVALIHURA	.50	100.00
10-Apr-1995	REVISING MOTION TO STAY, TELEPHONE CONFERENCE ARONOFF, RESEARCH MOTION	RJVALIHURA	.80	160.00
			---	---
			292.50	58,500.00
09-Mar-1995	MTG. W/TPP RE: PERSONAL JURISDICTION ISSUE; RESEARCH RE: PERSONAL JURISDICTION OVER NON-RESIDENT INDV CONSPIRATOR; MTG. W/TPP RE: SAME	TLTHOMPSON	1.30	169.00
			---	---
			1.30	169.00
28-Feb-1995	TELEPHONE CALL WITH R. VALIHURA RE CORPRATE QUESTIONS; RESEARCH ON ISSUES	MAMORTON	1.10	192.50
04-Mar-1995	LEGAL RESEARCH RE REMOVAL	MAMORTON	4.70	822.50

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Services	Timekeeper	Hours	Value
	OF DIRECTOR BY OTHER DIRECTORS; MEETING WITH R. VALIHURA			
06-Mar-1995	MEETING WITH R. VALIHURA RE CORPORATE ISSUES; MEETING WITH DIRECTORS; PREPARE FOR AND ATTEND MEETING OF BOARD OF DIRECTORS	MAMORTON	4.40	770.00
10-Mar-1995	MEETING WITH R. VALIHURA RE STATUS OF TRIAL	MAMORTON	.50	87.50
13-Mar-1995	REVIEW FILE; DRAFT AND REVISE BRIEF SECTION	MAMORTON	1.90	332.50
14-Mar-1995	LEGAL RESEARCH; DRAFT AND REVISE BRIEF SECTION; MEETING WITH R. VALIHURA	MAMORTON	1.20	210.00
15-Mar-1995	LEGAL RESEARCH; DRAFT AND REVISE BRIEF SECTION; MEETING WITH R. VALIHURA	MAMORTON	9.00	1,575.00
16-Mar-1995	LEGAL RESEARCH RE: RATIFICATION AND DIRECTOR REMOVAL; DRAFT AND REVISE BRIEF SECTION; MEETING WITH R. VALIHURA	MAMORTON	12.90	2,257.50
16-Mar-1995	LEGAL RESEARCH RE RATIFICATION AND DIRECTOR REMOVAL; DRAFT AND REVISE BRIEF SECTION; MEETING WITH R. VALIHURA	MAMORTON	4.90	857.50
20-Mar-1995	REVIEW COMMENTS ON BRIEF SECTION; DRAFT AND REVISE BRIEF	MAMORTON	.90	157.50
22-Mar-1995	MEETING WITH R. VALIHURA; REVIEW OF BRIEF	MAMORTON	5.10	892.50
23-Mar-1995	REVIEW AND REVISE BRIEF; MEETING WITH R. VALIHURA; LEGAL RESEARCH RE OPEN ISSUES	MAMORTON	5.60	980.00
			---	---
			52.20	9,135.00
			---	---
		Total Services	432.20	88,545.00
		Billed On Account		.00
		Net Unbilled		88,545.00

9 173

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Disbursements	Amount
Feb 1995	Printing & duplicating	315.57
Mar 1995	Printing & duplicating	1,616.93
Apr 1995	Printing & duplicating	49.00
	Total for Printing & duplicating	1,981.50
Mar 1995	Telephone	108.11
	Total for Telephone	108.11
Mar 1995	Postage	5.00
	Total for Postage	5.00
Mar 1995	Dinner-local	9.00
	Total for Dinner-local	9.00
Mar 1995	Travel-local	18.50
	Total for Travel-local	18.50
Mar 1995	Travel away from home	822.00
	Total for Travel away from home	822.00
28-feb-1995	Lexis Legal Research	156.31
31-mar-1995	Lexis Legal Research	77.03
	Total for Lexis Legal Research	233.34
20-feb-1995	Overnight Mail INV. #5-444-46866; CK. #6963; TO: RJVALIHURA; FROM: JNMANIS	61.15
20-feb-1995	Overnight Mail INV. #5-444-46866; CK. #6963; TO: RJVALIHURA; FROM: JNMANIS	52.90
20-feb-1995	Overnight Mail INV. #5-444-46866; CK. #6963; TO: RJVALIHURA; FROM: JNMANIS	44.65
03-mar-1995	Overnight Mail INV. #5-450-01701; CK. #7036; TO: RJVALIHURA; FROM: RJVALIHURA	42.07
03-mar-1995	Overnight Mail INV. #5-450-01701; CK. #7036; TO: RJVALIHURA; FROM: RJVALIHURA	42.07
03-mar-1995	Overnight Mail INV. #5-450-01701; CK. #7036; TO: RJVALIHURA; FROM: RJVALIHURA	30.52
06-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059; TO: DARONOFT; FROM: RJVALIHURA	24.00
06-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	9.85

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Disbursements	Amount
	TO: DARONOFT; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: EBATZEL; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	57.02
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	73.52
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	9.85
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	21.45
	TO: DARONOFF; FROM: RJVALIHURA	
13-mar-1995	Overnight Mail INV. #5-456-08208; CK. #7059;	14.00
	TO: EBATZEL; FROM: RJVALIHURA	
	Total for Overnight Mail	996.23
27-mar-1995	Deposition transcript PFC,WILM	2,409.90
	Total for Deposition transcript	2,409.90
09-mar-1995	Westlaw Legal Research 262148	63.99
15-mar-1995	Westlaw Legal Research 262148	162.99
	Total for Westlaw Legal Research	226.98
Feb 1995	Messenger Service	286.75
Mar 1995	Messenger Service	324.50
	Total for Messenger Service	611.25
30-mar-1995	Miscellaneous METERED HVAC FOR 3/5&6/95/RJV	211.40

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Date	Disbursements	Amount
30-mar-1995	Miscellaneous TRAVEL/RJV	636.94
30-mar-1995	Miscellaneous HOTEL/ROOM CHARGES/RJV	205.67
	Total for Miscellaneous	1,054.01
Feb 1995	Overtime Related Costs	26.25
Mar 1995	Overtime Related Costs	1,028.61
	Total for Overtime Related Costs	1,054.86
Feb 1995	Telecopy	35.15
Mar 1995	Telecopy	496.85
Apr 1995	Telecopy	29.45
	Total for Telecopy	561.45

Total Disbursements	10,092.13
Billed On Account	1,500.00
Net Unbilled	8,592.13

EXHIBIT 9 PAGE 176

File # W1383 00001 Ref # 3043797
WNH INVESTMENTS LLC V. BATZEL EL

Attorney No	Init	Hours	Value
186	TPP	71.00	19,525.00
1312	KMT	15.20	1,216.00
1338	RJV	292.50	58,500.00
1379	TLT	1.30	169.00
1460	MAM	52.20	9,135.00
		432.20	88,545.00

EXHIBIT 9 PAGE 177

B10 (Official Form 10)
(Rev. 12/92)

FILED

United States Bankruptcy Court CENTRAL District of CALIFORNIA	PROOF OF CLAIM
In re (Name of Debtor) SECURITY ENVIROMENTAL SYSTEMS	Case Number SA 95-14034 JB

95 MAY 15 AM 10:33
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY CLERK

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
EDGEMONT SALES COMPANY

Name and Address Where Notices Should be Sent
EDGEMONT SALES COMPANY
ONE MAYNARD DRIVE
PARK RIDGE, NJ 07656
Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
LEASE #0355500 & #0355501

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (Describe briefly)
OWNERSHIP OF LEASED EQUIPMENT

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
3-12-95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☒ SECURED CLAIM $ $14652.55
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☒ Other (Describe briefly)
SHARP SF 7850 COPIER
Amount of arrearage and other charges at time case filed included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ $1423.58
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan—11 U.S.C. § 507(a)(4)
☐ Up to $900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6)
☐ Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7)
☐ Other—Specify applicable paragraph of 11 U.S.C. § 507(a) _____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ $1423.58 (Unsecured) $ $14652.55 (Secured) $ _____ (Priority) $ $16076.13 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5/9/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
DENNIS J. COTTER
Dennis J. Cotter BANKRUPTCY CLERK

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for ~~up to 5 years, or both~~ 18 U.S.C. §§ 152 and 3571.

EXHIBIT 10 PAGE 178

CC:CC
5-31-95

LEASE AGREEMENT

Lease No. 035500

Dear Customer: We've written this Business Lease in simple and easy-to-read language because it is important you understand its terms. Please read this Lease carefully and feel free to ask any questions you have about it. We use the words *You, your* and *customer* to mean the Lessee. The words *we, us* and *our* refer to any Lessor authorized by Erskine Holdings Funding Corporation at the time this lease is signed by you. The word *supplier* refers to the firm who sold us the equipment included on this lease.

LESSEE:

NAME: SECURITY ENVIRONMENTAL SYSTEMS, INC.

ADDRESS: 7245 GARDEN GROVE BLVD SUITE J

CITY: GARDEN GROVE STATE: CA ZIP: 92641

QTY	DESCRIPTION OF EQUIPMENT LEASED	MAKE & TYPE	MODEL NO.	SERIAL NO.
1	COPIER	SHARP	SF-8870	
	REVERSING AUTO DOCUMENT FEEDER	SHARP	SF-A51N	
	AUTO DUPLEX UNIT	SHARP	SF-D12N	
	15 BIN SORTER	SHARP	SF-S11	

Equipment to be new unless otherwise noted as: ☐ Used, or ☐ Reconditioned

Equipment location, if other than customer's address above:

NUMBER OF MONTHS	PAYMENT AMOUNT	SECURITY DEPOSIT AMOUNT
60	$ 267.95	535.90

Lease Agreement: We agree to lease to you and you agree to lease from us the equipment listed above. You promise to pay us the lease payments shown on this Lease according to the payment schedule when due and, if any payment is more than ten days late, you agree to pay a penalty as allowed by law. Payments shown here do not include applicable taxes or estimated personal property tax. If any taxes are due, you agree to pay the taxes in addition to your monthly payments.

UCC Filing and Other Fees: You agree to pay a one-time fee, not to exceed $35.00, for the processing and filing of Uniform Commercial Code Documents and Credit Reports. You authorize us to sign any documents in connection with the UCC on your behalf.

Taxes and Fees: You agree to pay all taxes, fees, fines and penalties related to the leased equipment or its use. You authorize us to estimate the tax due annually and invoice you monthly for 1/12th of the estimated tax.

Lessor: You authorize us to add our name as the Lessor after you have signed the document by stamping on printing our name in the appropriate place.

Additional Provisions:

THIS LEASE IS NON-CANCELLABLE. You agree to all of the terms and conditions of this lease shown above, below, and on the other side of this lease. You agree that this Lease cannot be cancelled except as provided for in this Lease. You also agree that the equipment will be used for business only, and not for personal, family or household purposes.

Dated MARCH 2, 1993

Customer SECURITY ENVIRONMENTAL SYSTEMS, INC.

By ⊗ [signature]

Its [signature]

IF CORPORATION, GIVE OFFICIAL TITLE. IF OWNER OR PARTNER, STATE WHICH

Accepted on

COPELCO CREDIT CORPORATION

By _____ LESSOR

Its [signature]

Guaranty: I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the customer will perform all other obligations under the lease fully and promptly. I also agree that you do not need to notify me of any default under the lease and, in the event of default, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse you for any costs or attorneys fees incurred in enforcing our rights.

INDIVIDUAL — DATED — BUSINESS

NAME _____ NAME/TITLE _____

NAME _____ NAME/TITLE _____

NAME _____ DATED _____

© 1991 ERSKINE HOLDINGS FUNDING CORPORATION

LEASE AGREEMENT — page two

Ownership of Equipment: We are the sole owner and titleholder to the equipment. DO NOT DECLARE THIS EQUIPMENT AS YOUR PROPERTY FOR TAX PURPOSES. You agree that you will keep the equipment free and clear of all liens.

Lease Acceptance: When we sign the lease, it will indicate our acceptance and you have authorized us to pay the supplier.

Complete Agreement: You agree that no promises or agreements have been made by us or anyone else which are not part of this lease. This Lease represents all of the agreements and understandings between us and you unless we and you have both signed any amendments. You further understand that the supplier has no authority to act on our behalf unless we give them the authority in writing and you have made no agreements with anyone that would affect the validity of this agreement.

Warranties: We are leasing you the equipment "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE. You understand that we are not the supplier, nor manufacturer of the equipment and you chose the equipment as well as the supplier without our advice or input. You agree that we are not responsible for repairs, service or defects. We do pass to you the benefit of any warranties made by the supplier or manufacturer to us.

Business Lease and Choice of Law: YOU AGREE THAT THIS LEASE IS FOR BUSINESS PURPOSES AND WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE IN WHICH WE HAVE OUR HOME OFFICE. WE HAVE THE OPTION OF PURSUING ANY ACTION UNDER THIS LEASE IN ANY COURT OF COMPETENT JURISDICTION AND YOU CONSENT TO JURISDICTION IN THE STATE IN WHICH WE HAVE OUR HOME OFFICE.

Authorized Signer: The person signing this Lease on behalf of any lessee or signing a guaranty specifically represents they have the authority to do so and that they are aware of no information that has been supplied by you or the lessee that is false.

Default: If you do not pay the lease payment or any other amount due when it is due, you will be in default. If you default, we can ask the supplier to stop any maintenance and repair to the equipment, demand that you pay the remaining balance of the lease and return the equipment to us at your expense. At our option we may repossess the equipment. In addition, if you break any other promise in the lease we can use any remedies available to us under the Uniform Commercial Code or any other applicable law. You promise to pay reasonable attorneys fees and any cost associated with any action or repossession of the equipment. This action will not void your responsibility to maintain and care for the equipment, nor will the supplier be liable for any action taken on our behalf.

Maintenance and Care of our Equipment: You agree to use and maintain the equipment in accordance with the manufacturer's specifications and use only those supplies which meet manufacturer specifications. You also agree that your use of the equipment will not exceed the manufacturer's published monthly volume capabilities.

If requested by the supplier of the equipment or us, you will provide true and correct meter readings by phone or facsimile and allow the supplier access to the equipment to verify the meter readings.

If the monthly lease payment includes maintenance, you agree that the supplier is solely responsible for the maintenance and you will pay us if we are requested to collect on their behalf or they have assigned or sold us the right to the payments. You understand that the supplier may increase their charge for maintenance up to nine percent (9.0%) annually if the agreed to maintenance term exceeds 12 months.

Liability and Insurance: We are not responsible for any losses or injury caused by the equipment and you promise to keep the equipment fully insured as specified by the lessor against loss until the Lease is paid in full and maintain insurance that protects us from liability for any damage or injury caused by the equipment or its use with a company that we approve. You promise to provide us evidence of the insurance showing us as the loss payee and additional insured within 60 days of our acceptance of the Lease. If you fail to provide such evidence, you authorize us or the supplier, at our option, to obtain coverage, protecting our interest only, on your behalf. You agree to pay the charges for said coverage. We may file claims and endorse insurance checks on your behalf. You must continue to make payments until the Lease is paid off by the insurance proceeds.

Location of Equipment: You will keep the equipment at the location specified in the Lease. You must obtain our written permission to move the equipment and you agree to return the equipment to us at your expense at the end of the Lease.

Assignment: You have no right to sell, transfer, encumber, sublease or assign the equipment or this lease. We may sell, transfer or assign this Lease and if we do, the new owner will have the same rights and benefits we have and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses or set offs that you may have against us.

Security Deposit: Payments given to us as a security deposit shall be returned to you upon the completion by you of all obligations under the Lease Agreement. If during the Lease we are required to use the security deposit in order to satisfy any amount you owe us, you agree to restore the security deposit to the full amount set forth herein.

Other Rights: You agree that our delay or failure to exercise any of our rights does not prevent us from exercising them at a later time. If any part of this agreement is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law.

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EXHIBIT 10 PAGE 180

LEASE AGREEMENT

Lease No. 0355501

Dear Customer: We've written this Business Lease in simple and easy-to-read language because it is important you understand its terms. Please read this Lease carefully and feel free to ask any questions you have about it. We use the words **You, your** and **customer** to mean the Lessee. The words **we, us** and **our** refer to any Lessor authorized by Erskine Holdings Funding Corporation at the time this Lease is signed by you. The word **Supplier** refers to the firm who sold us the Equipment included on this Lease.

LESSEE

NAME: SECURITY ENVIRONMENTAL SYSTEMS, INC.

ADDRESS: 7245 GARDEN GROVE BLVD. SUITE J

CITY: GARDEN GROVE STATE: CA ZIP: 92641

QTY.	DESCRIPTION OF EQUIPMENT LEASED	MAKE & TYPE	MODEL NO.	SERIAL NO.
1	SHARP COPIER		SF-7850	
1	AUTOMATIC DOCUMENT FEEDER		SF-A12	
1	10 BIN SORTER		SF-S12	
1	50 SHEET BYPASS		SF-MF12	

Equipment location: If other than customer's address above:

NUMBER OF MONTHS	PAYMENT AMOUNT	SECURITY DEPOSIT AMOUNT
24	$302.50	$605.00

Lease Agreement: We agree to Lease to you and you agree to Lease from us the Equipment listed above. You promise to pay us the Lease payments shown on this Lease according to the payment schedule when due and, if any payment is more than ten days late, you agree to pay a penalty as allowed by law. Payments shown here do not include applicable taxes or estimated personal property tax. If any taxes are due, you agree to pay the taxes in addition to your monthly payments.

UCC Filing and Other Fees: You agree to pay a one-time fee, not to exceed $35.00, for the processing and filing of Uniform Commercial Code Documents and Credit Reports. You authorize us to sign any documents in connection with the UCC on your behalf.

Taxes and Fees: You agree to pay all taxes, fees, fines and penalties related to the Leased Equipment or its use. You authorize us to estimate the tax due annually and invoice you monthly for 1/12th of the estimated tax.

Lessor: You authorize us to add our name as the Lessor after you have signed the document by stamping or printing our name in the appropriate place.

Additional Provisions:

THIS LEASE IS NON-CANCELLABLE. You agree to all of the terms and conditions of this Lease shown above, below, and on the other side of this Lease. You agree that this Lease cannot be cancelled except as provided for in this Lease. You also agree that the Equipment will be used for business only, and not for personal, family or household purposes.

Dated JUNE 29, 1993

Customer SECURITY ENVIRONMENTAL SYSTEMS INC

By X JONATHAN ZHUSSMAN

Its VICE PRESIDENT

IF CORPORATION, GIVE OFFICIAL TITLE. IF OWNER OR PARTNER, STATE WHICH

Accepted on

By _____ LESSOR

Its _____

Guaranty: I guaranty that the Customer will make all Lease payments and pay all other charges required under the Lease when they are due, and that the customer will perform all other obligations under the Lease fully and promptly. I also agree that you do not need to notify me of any default under the Lease and, in the event of default, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse you for any costs or attorneys fees incurred in enforcing our rights.

INDIVIDUAL DATED BUSINESS

NAME _____ NAME/TITLE _____

NAME _____ NAME/TITLE _____

NAME _____ DATED _____

© 1989 ERSKINE HOLDINGS FUNDING CORPORATION

LEASE AGREEMENT — page two

Ownership of Equipment: We are the sole owner and titleholder to the Equipment. DO NOT DECLARE THIS EQUIPMENT AS YOUR PROPERTY FOR TAX PURPOSES. You agree that you will keep the Equipment free and clear of all liens.

Lease Acceptance: Our signing of the Lease indicates our acceptance, at which point by signing this Lease you have authorized us to pay the Supplier.

Complete Agreement: You agree that no promises or agreements have been made by us or anyone else which are not part of this Lease. This Lease represents all of the agreements and understandings between us and you unless we and you have both signed any amendments. You further understand that the Supplier has no authority to act on our behalf unless we give them the authority in writing and you have made no agreements with anyone that would affect the validity of this agreement.

Warranties: We are leasing you the Equipment "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You understand that we are not the Supplier nor manufacturer of the Equipment and you chose the Equipment as well as the Supplier without our advice or input. You agree that we are not responsible for repairs, service or defects. We do pass on to you without recourse the benefit of any warranties made by the Supplier or manufacturer to us.

Business Lease and Choice of Law: YOU AGREE THAT THIS LEASE IS FOR BUSINESS PURPOSES AND WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE IN WHICH WE HAVE OUR HOME OFFICE. WE HAVE THE OPTION OF PURSUING ANY ACTION UNDER THIS LEASE IN ANY COURT OF COMPETENT JURISDICTION AND YOU CONSENT TO JURISDICTION IN THE STATE IN WHICH WE HAVE OUR HOME OFFICE.

Authorized Signer: The person signing this Lease on behalf of any Lessee or signing a guaranty specifically represents they have the authority to do so and that they are aware of no information that has been Supplied by you or the Lessee that is false.

Default: If you do not pay any amount due when it is due, you will be in default. If you default, we can ask the Supplier to stop any maintenance and repair to the Equipment and stop the shipment of supplies, demand that you pay the remaining balance of the Agreement and return the Equipment to us at your expense. At our option we may repossess the Equipment. In addition if you break any promise in the Agreement we can use any remedies available under the Uniform Commercial Code or any applicable law. You promise to pay reasonable attorneys fees and any cost associated with any action or repossession of the Equipment. This action will not void your responsibility to maintain and care for the Equipment, nor will the Supplier be liable for any action taken on our behalf.

Maintenance and Care of Our Equipment: Unless specified on this Lease, maintenance is not included. You agree to install, use and maintain the Equipment in accordance with the Supplier's specifications and use only those supplies supplied or approved by Supplier which meet manufacturer's specifications.

You will provide true and correct meter readings by phone or facsimile upon request by Supplier and you will allow the Supplier access to the Equipment to verify these meter readings.

Liability and Insurance: You are responsible for any losses or injury caused by the Equipment and you promise to keep the Equipment fully insured as specified by the Lessor against loss until the Lease is paid in full and maintain insurance that protects us from liability for any damage or injury caused by the Equipment or its use with a company that we approve. You promise to provide us evidence of the insurance showing us as the loss payee and additional insured within 60 days of our acceptance of the Lease. If you fail to provide such evidence, you authorize us or the Supplier, at our option, to obtain coverage protecting our interest only, on your behalf. You agree to pay the charges for said coverage. We may file claims and endorse insurance checks on your behalf. You must continue to make payments until the Lease is paid off by the insurance proceeds.

Location of Equipment: You will keep the Equipment at the location specified in the Lease. You must obtain our written permission to move the Equipment and you agree to return the Equipment in maintained condition to us at your expense at the end of the Lease. You will allow the Supplier and us to inspect the Equipment.

Assignment: You have no right to sell, transfer, encumber, sublease or assign the Equipment or this Lease. We may sell, transfer or assign this Lease and if we do, the new owner will have the same rights and benefits we have and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses or set offs that you may have against us.

Security Deposit: Payments given to us as a security deposit shall be returned to you upon the completion by you of all obligations under the Lease Agreement. If during the Lease we are required to use the security deposit in order to satisfy any amount you owe us, you agree to restore the security deposit to the full amount set forth herein.

Other Rights: You agree that our delay or failure to exercise any of our rights does not prevent us from exercising them at a later time. If any part of this agreement is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law.

Renewal: After the expiration of the Number of Months in the Lease this Lease will automatically renew for a one year period unless you notify us 90 days prior to the expiration.

UCC Article 2A Provisions: You agree that this Lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge that: (a) we did not select, manufacture or supply the Equipment, but we did purchase the Equipment for Lease to you; and (b) you are aware or we have given you the name of the Supplier of the Equipment you are Leasing from us. We hereby notify you that you may have rights under the "supply contract" and that you may contact the Supplier for a description of those rights or any warranties. Terms in this paragraph set off in quotation marks shall have meanings as defined by the Uniform Commercial Code.

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EXHIBIT 10 PAGE 162

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379333

95 MAY 19 PM 4:28

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: _____ DEPUTY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Capistrano Software, Inc.

Name and Address Where Notices Should be Sent
Capistrano Software, Inc.
30290 Rancho Viejo Road
Suite 121
San Juan Capistrano, CA. 92675

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
~~March thru May 1995~~

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a).
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
March thru May 1995

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☐ UNSECURED NONPRIORITY CLAIM $_____
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ 2402.07
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☒ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $_____ (Unsecured) $_____ (Secured) $ 2402.07 (Priority) $ 2402.07 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
5/10/95	[signature]

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

EXHIBIT 10 PAGE 163

CC.CI
53195

106032168

CSI

Capistr. , Software, Inc.
30290 Rancho Viejo Road Suite 121
San Juan Capistrano, CA 92675
phone (714) 489-9219
fax (714) 489-8083
compuserve 72643,2753

STATEMENT

PLEASE SEND YOUR PAYMENT TO:

CAPISTRANO SOFTWARE, INC.
30290 RANCHO VIEJO ROAD SUITE 121
SAN JUAN CAPISTRANO, CA 92675

Security Environmental Systems
15302 Pipeline
Huntington Beach, CA 92649

ACCOUNT NO.	ACCOUNT NAME
001016	Security Environment

STATEMENT DATE	STATEMENT DATE	ACCOUNT NO.
05/16/95	05/16/95	001016

DATE	CODE	REF. NO.	CHARGES	CREDITS	BALANCE	REF. NO.	CODE	AMOUNT (CHECK ITEMS BEING PAID) ✔
02/15/95	I	0005086	889.29	.00	889.29	0005086	I	889.29
02/28/95	I	0005096	831.25	.00	831.25	0005096	I	831.25
03/15/95	I	0005120	140.68	.00	140.68	0005120	I	140.68
03/31/95	I	0005150	16.25	.00	16.25	0005150	I	16.25
04/15/95	I	0005169	476.25	.00	476.25	0005169	I	476.25
04/30/95	I	0005180	16.25	.00	16.25	0005180	I	16.25
05/15/95	I	0005207	32.10	.00	32.10	0005207	I	32.10

THIS ACCOUNT IS SERIOUSLY PAST DUE!

ACCOUNT AGE ANALYSIS

48.35	492.50	971.93	889.29
Current	30-Days	60-Days	90-Days

2402.07
TOTAL BALANCE DUE

TOTAL BALANCE DUE 2402.07

EXHIBIT 10 184

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

"FILED"

95 MAY 17 PM 4:33

CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

BY: S DEPUTY

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379667

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Mr. Richard Stevens

Name and Address Where Notices Should be Sent
Mr. Richard Stevens
3707 Spring River Road
Roswell, NM. 88201

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated:

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☒ Wages, salaries, and compensation (Fill out below)
Your social security number 560 78 0079
Unpaid compensation for services performed from 6/17/93 (date) to 12/15/94 (date)

2. DATE DEBT WAS INCURRED
READ ABOVE

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $

☐ UNSECURED NONPRIORITY CLAIM $
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ 13,865.12
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 13,865.12 (Unsecured) $ (Secured) $ (Priority) $ 13,865.12 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
5/10/95	[signature]

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

CC 51
5 30 95

SERIES 10 PAGE 165

106060192

B10 (Official Form 10)
(Rev. 6/91)

FILED

95 MAY 15 AM 10:57

United States Bankruptcy Court

CENTRAL District of CALIFORNIA

PROOF OF CLAIM

In re (Name of Debtor)

SECURITY ENVIRONMENTAL SYSTEM INC

Case Number

SA 95-14034 JB

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or entity to whom the debtor owes money or property)

FEDERAL EXPRESS

Name and Addresses Where Notices Should be Sent

ATTN REVENUE RECOVERY BANKRUPTCY DEPT
2650 THOUSAND OAKS BLVD STE 1180
MEMPHIS TN 38118

Telephone No. 901-360-7040

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1161-1802-5 / 1812-5361-4

Check here if this claim: ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM:

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED:

SEE ATTACHED

3. IF COURT JUDGMENT, DATE OBTAINED:

N/A

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ 6322.36
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan—U.S.C. § 507(a)(4)
☐ Up to $900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6)
☐ Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7)
☐ Other—11 U.S.C. §§ 507(a)(2), (a)(5)—(Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 6322.36 (Unsecured) $ _____ (Secured) $ _____ (Priority) $ 6322.36 (Total)

☐ Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

THIS SPACE IS FOR COURT USE ONLY

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.*

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date: 05-05-95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

DONNA BARCELONA TREASURY AGENT
FEDERAL EXPRESS CORPORATION

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

11 PAGE 186

C6.73

C6.2C

FEDERAL EXPRESS

STATEMENT OF ACCOUNT

LEVEL 691

Date 5-5-95

Number ____ of ____

CASH STATUS	CUSTOMER	INVOICE NO.				AMOUNT	LVL.	AGT.
	SECURITY ENVIRONMENTAL							
	System INC							
	1161-1802-5							
		5-484-39855	04/24/95	11	73.00	73.00	0100	
		5-484-39856	04/24/95	11	10.00	10.00	0130	
		9-594-43411	04/19/95	16	8.00	8.00	0130	
		9-594-43410	04/18/95	17	12.00	12.00	0130	
		5-478-19708	04/17/95	18	69.00	69.00	0100	
		9-594-43409	04/17/95	18	36.00	36.00	0130	
		9-594-43408	04/13/95	22	10.00	10.00	0130	
		9-594-43407	04/12/95	23	41.25	41.25	0130	
		9-594-43406	04/11/95	24	57.25	57.25	0130	
		5-472-39714	04/10/95	25	125.90	125.90	0100	
		9-594-43405	04/10/95	25	93.25	93.25	0130	
		9-594-43404	04/07/95	28	32.50	32.50	0130	
		9-594-43403	04/06/95	29	30.00	30.00	0130	
		9-594-43402	04/04/95	31	8.00	8.00	0130	
		5-466-74208	04/03/95	32	5.20	5.20	0130	
		5-467-01569	04/03/95	32	246.55	246.55	0100	
		9-594-43401	03/31/95	35	12.00	12.00	0130	
		9-594-43400	03/30/95	36	32.00	32.00	0130	
		9-594-43399	03/29/95	37	62.00	62.00	0130	
		9-594-43398	03/28/95	38	8.00	8.00	0130	
		5-462-18865	03/27/95	39	182.75	182.75	0100	
		9-594-43397	03/27/95	39	43.00	43.00	0130	
		9-594-43396	03/24/95	42	22.00	22.00	0130	
		9-594-43395	03/23/95	43	49.30	49.30	0130	
		9-594-43394	03/22/95	44	54.00	54.00	0130	
		9-594-43393	03/21/95	45	30.00	30.00	0130	
		5-456-62068	03/20/95	46	197.00	187.00	0100	
		9-594-43392	03/17/95	49	52.50	52.50	0130	
		9-594-43391	03/16/95	50	50.50	50.50	0130	
		9-594-43390	03/15/95	51	80.00	80.00	0130	
						CON'T		
						GRAND TOTAL.		

EXPLANATIONS

BANKRUPTCY

CASE # SA 95-14034 JB

CHAPTER 11

DATE: 4-20-95

STATE: CALIFORNIA

INVOICE RANGE:

FROM:

TO:

LVL/AGT CHANGE ONLY:

*CASH STATUS:
P — PLACED ON CASH
A — ALREADY ON CASH

Prepared by Donna Barcelona Date 5-5-95

Approved by: Carey McCrack Date 5/9/95

Approved by: [signature] Date 5-2-95

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FEDERAL EXPRESS

STATEMENT OF ACCOUNT

LEVEL 691

Date 5-5-95

Number ____ of ____

CASH STATUS	CUSTOMER	INVOICE NO.			AMOUNT	LVL.	AGT.
	SECURITY ENVIRONMENTAL						
	SYSTEM INC						
	1161-1802-5						
		9-594-43389	03/14/95	52	44.75	44.75	0130
		5-450-43106	03/13/95	53	184.50	184.50	0100
		9-594-43388	03/13/95	53	50.75	50.75	0130
		9-594-43387	03/10/95	56	88.25	88.25	0130
		9-594-43386	03/09/95	57	10.00	10.00	0130
		9-594-43385	03/07/95	59	28.00	28.00	0130
		5-444-99000	03/06/95	60	132.50	132.50	0100
		5-444-99001	03/06/95	60	10.00	10.00	0130
		9-594-43384	03/06/95	60	47.25	47.25	0130
		9-594-43383	03/03/95	63	83.75	83.75	0130
		9-594-43382	03/02/95	64	20.00	20.00	0130
		9-594-43381	03/01/95	65	44.25	44.25	0130
		9-594-43380	02/28/95	66	35.50	35.50	0130
		5-439-47780	02/27/95	67	142.00	142.00	0100
		5-439-47781	02/27/95	67	10.00	10.00	0100
		9-594-43379	02/27/95	67	18.00	18.00	0130
		9-594-43378	02/24/95	70	111.00	111.00	0130
		9-594-43377	02/23/95	71	46.00	46.00	0130
		9-594-43376	02/22/95	72	34.00	34.00	0130
		5-434-31980	02/20/95	74	452.25	452.25	0100
		9-594-43375	02/20/95	74	12.25	12.25	0130
		9-594-43374	02/17/95	77	32.00	32.00	0130
		9-594-43373	02/16/95	78	72.25	72.25	0130
		9-594-43372	02/15/95	79	78.25	78.25	0130

EXPLANATIONS

BANKRUPTCY

CASE # SA95-14034 JBI

CHAPTER 11

DATE: 4-20-95

STATE: CALIFORNIA

INVOICE RANGE:

FROM:

TO:

LVL/AGT CHANGE ONLY:

Cont.

GRAND TOTAL.

CASH STATUS:
P — PLACED ON CASH
A — ALREADY ON CASH

Prepared by Donna Barcelona Date 5-5-95

Approved by: ____ Date ____

Approved by: ____ Date ____

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FEDERAL EXPRESS

STATEMENT OF ACCOUNT

Date 5-5-95

LEVEL 09

Number

*CASH STATUS	CUSTOMER	INVOICE NO.			AMOUNT	LVL.	AGT.	EXPLANATIONS
	SECURITY ENVIRONMENTAL SYSTEM INC 1161-1802-5							BANKRUPTCY
								CASE # SA 95 14034 JB
								CHAPTER 11
		9-594-43371	02/14/95	80	18.00	18.00	0130	DATE: 4-20-95
		5-427-99672	02/13/95	81	150.75	150.75	0100	STATE: CALIFORNIA
		5-427-99673	02/13/95	81	64.00	64.00	0130	
		9-594-43370	02/13/95	81	36.00	36.00	0130	
		9-594-43369	02/10/95	84	125.75	125.75	0130	
		9-594-43368	02/09/95	85	132.25	132.25	0130	
		9-594-43367	02/08/95	86	16.00	16.00	0130	INVOICE RANGE:
		9-594-43366	02/07/95	87	16.00	16.00	0130	
		5-422-55262	02/06/95	88	124.25	124.25	0100	FROM:
		5-422-55263	02/06/95	88	20.00	20.00	0100	
		5-422-55264	02/06/95	88	7.00	7.00	0130	TO:
		9-594-43365	02/06/95	88	8.00	8.00	0130	
		9-594-43364	02/03/95	91	60.00	60.00	0130	
		9-594-43363	02/02/95	92	72.00	72.00	0130	
		9-594-43362	02/01/95	93	78.50	78.50	0130	
		9-594-43361	01/31/95	94	30.00	30.00	0130	
		5-417-81933	01/30/95	95	193.25	193.25	0100	
		9-594-43360	01/30/95	95	95.75	95.75	0130	
		9-594-43359	01/27/95	98	67.75	67.75	0130	
		9-594-43358	01/26/95	99	60.50	60.50	0130	
		9-594-43357	01/25/95	100	64.25	64.25	0130	
		9-594-43356	01/24/95	101	27.25	27.25	0130	
		5-412-59585	01/23/95	102	209.00	209.00	0100	
		9-594-43355	01/23/95	102	29.50	16.00	0130	
								LVL/AGT CHANGE ONLY:
					Cont			

*CASH STATUS:
P — PLACED ON CASH
A — ALREADY ON CASH

GRAND TOTAL

Prepared by Donna Barcebra Date 5-5-95

Approved by: Date

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FEDERAL EXPRESS

STATEMENT OF ACCOUNT

Date 5-5-95

LEVEL 69 Number of

*CASH STATUS	CUSTOMER	INVOICE NO.			AMOUNT	LVL	AGT.	EXPLANATIONS
	SECURITY ENVIRONMENTAL SYSTEM INC							BANKRUPTCY
								CASE # SA95-14034 JB
	1161-1802-5							CHAPTER 11
		9-594-43354	01/20/95	105	54.25	54.25	0130	DATE: 4-20-95
		9-594-43353	01/19/95	106	96.00	96.00	0130	
		9-594-43352	01/18/95	107	66.50	66.50	0130	STATE: CALIFORNIA
		9-594-43351	01/17/95	108	44.75	44.75	0130	
		5-406-67163	01/16/95	109	231.25	231.25	0100	
		9-594-43350	01/16/95	109	10.00	10.00	0130	
		9-594-43349	01/13/95	112	18.00	18.00	0130	INVOICE RANGE:
		1-766-91109	01/12/95	113	20.24	20.24	0200	
		9-594-43348	01/12/95	113	44.00	44.00	0130	FROM:
		9-594-43347	01/11/95	114	62.00	62.00	0130	
		9-594-43346	01/10/95	115	36.25	36.25	0130	TO:
		5-401-37524	01/09/95	116	142.00	142.00	0100	
		9-594-43345	01/09/95	116	36.00	36.00	0130	
		9-594-43344	01/06/95	119	84.00	84.00	0130	
		9-594-43343	01/05/95	120	18.00	17.42	0130	
	1812-5361-4							
		5-445-02325	03/06/95	60	52.00	52.00	0100	
		5-434-04861	02/20/95	74	25.50	25.50	0100	
		5-392-17399	12/27/94	129	51.00	51.00	0100	
								LVL/AGT CHANGE ONLY:
					CONT.			

*CASH STATUS:
P — PLACED ON CASH
A — ALREADY ON CASH

GRAND TOTAL

Prepared by Donna Barcelona Date 5-5-95

Approved by: Date

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FEDERAL EXPRESS

STATEMENT OF ACCOUNT

LEVEL 691

Date 5-5-95

Number ____ of ____

*CASH STATUS	CUSTOMER	INVOICE NO.	AMOUNT	LVL	AGT	EXPLANATIONS
	SECURITY ENVIRONMENTAL					BANKRUPTCY
	SYSTEM INC					CASE # SA 95-14034 JB
						CHAPTER 11
	*	5-366-38531	9.00			DATE: 4-20-95
	*	5-358-11901	10.50			STATE: CALIFORNIA
	*	5-362-63612	9.00			
						INVOICE RANGE:
						FROM:
						TO:
						* NON ACCOUNT
						NUMBER INVOICES.
						LVL/AGT CHANGE ONLY:
			6322.36			

GRAND TOTAL

*CASH STATUS:
P — PLACED ON CASH
A — ALREADY ON CASH

Prepared by Donna Barcelona Date 5-5-95

Approved by: ____ Date ____

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B10 (Official Form 10)
(Rev. 12/94)

United States Bankruptcy Court

Central District of California

PROOF OF CLAIM

In re (Name of Debtor): SECURITY ENVIRONMENTAL

Case Number: SA95-14034JB

FILED
NOV 27 1995
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or

GTE California

Name and Address Where Notices Should be Sent

Anderson Financial Network / GTE
404 Brock Drive.
Bloomington. IL 61701

Telephone No. 309-828-1296

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☒ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
714-893-6377/310-437-0887/714-892-6645

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM:

- ☐ Goods sold
- ☒ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)

☐ Wages, Salaries and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED:
PRIOR TO: 04/20/1995

3. IF COURT JUDGEMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM: Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3)Secured. It is possible for part of a claim to be part in one category and part in another.
CHECKING THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM. AT THE TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief description of collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $2,223.37
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.

☐ Wages, salaries, or commissions (up to $4000),* earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier)—11 U.S.C. § 507 (a)(3)

☐ Contributions to an employee benefit plan—U.S.C. § 507 (a)(4)

☐ Up to $1800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11U.S.C. § 507(a)(6)

☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child-11 U.S.C. § 507(a)(7)

☐ Taxes or penalties of government units—U.S.C. § 507 (A)(7)

☐ Other—Specify applicable paragraph of 11 U.S.C§ 507 (a) _____
*Amounts are subject to adjustement on 4/1/95 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

$2,223.37			$2,223.37
(Unsecured)	(Secured)	(Priority)	(Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissary notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: 10/27/1995

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Helen J Pate
Bankruptcy Administrator

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

12 192

Bankruptcy Administration
GTE Training Center
404 Brock Dr. ILLI
Bloomington, IL 61701
309-828-1296
FAX 309-828-2848

TN : 714 373 3305 1003/ACCOUNT STATUS 95/10/27

MSD : 94 05 26 DATA BASE: CALIFNIA

TSD : 94 05 26 LC : 12891 DIR ADV,> $500: N CSD : 95 06 22

ACCT: 1119348676 GUARANTEE : N FBD : 95 09 22

SSN : 000 00 0000 SKIPPED : WO DTE: 95 08 16

JUDGEMENT : N CAD : 361.36

NAME: SECURITY ENVIRONMENTAL GARNISHMENT : N STATUS: OCBBK

RADR: C/O BRPT ADMIN OLD-LIVE : Y REASON: BRPT

404 BROCK DR ILLLI-6D CLOSED IND : COLL : CXW

BLOOMINGTON IL 61701-2654 CC/RISK : M CS : B1

SA : 15302 PIPELINE LN LETTERS

HUNTINGTN BCH CA 92649-1138

FOLLOWUP

TREATMENT HISTORY

JA FE MA AP MA JU JU AU SE OC NO DE

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CI VER: 00 00

[illegible] : CBR#[illegible] [illegible] MADELINE [illegible] ID#[illegible]

[illegible] : BRPT [illegible] [illegible] [illegible] BRPT ADMIN [illegible]

[illegible] : [illegible] BRPT [illegible] [illegible] [illegible]

[illegible] OTHER RECORDS WITH THIS TELE # EXIST.

12 193

Bankruptcy Administration
GTE Training Center
404 Brock Dr. ILLI
Bloomington, IL 61701
309-828-1296
FAX 309-828-2848

TN : 714 892 6645 1002/ACCOUNT STATUS 95/10/27

MSD : 72 10 16 DATA BASE: CALIFNIA

ISD : 72 10 16 LC : 12891 DIR ADV,> $500: Y CSD : 95 06 13

ACCT: 1179214145 GUARANTEE : N FBD : 95 09 12

SSN : 000 00 0000 SKIPPED : WO DTE: 95 08 07

JUDGEMENT : N CAD : 1416.54

NAME: SECURITY ENVIRONMENTAL GARNISHMENT : N STATUS: OCBBK

BADR: SYSTEMS INC. OLD-LIVE : Y REASON: BRPT

404 BROCK DR ILLI-6D CLOSED IND : COLL : CXW

BLOOMINGTON IL 61701-2654 CC/RISK : L CS : RCTX

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HUNTINGTN BCH CA 92649-1138 9

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FOLLOWUP 0

TREATMENT HISTORY 0

JA FE MA AP MA JU JU AU SE OC NO DE 0

2 3 5 0

CI VER: 00 00

CI : [illegible]

TI : BRPT [illegible] BRPT ADMIN [illegible]

NO : [illegible] BRPT [illegible] SANTA ANA

TM01 NO MORE DIRECTORY RECORDS WITH THIS TELE. #, TRY ARCHIVE

12 [illegible] K4

Bankruptcy Administration
GTE Training Center
404 Brock Dr. ILLI
Bloomington, IL 51701
309-828-1296
FAX 309-828-2848

TN : 310 437 0887 1002/ACCOUNT STATUS 95/10/27

HSD : 82 01 08 DATA BASE: CALIFNIA

ISD : 82 01 08 LC : 12843 DIR ADV,> $500: N CSD : 95 06 13

ACCT: 1176169769 GUARANTEE : N FBD : 95 09 13

SSN : 000 00 0000 SKIPPED : WO DTE: 95 08 07

JUDGEMENT : N CAD : 376.08

NAME: SECURITY ENVIRONMENTAL GARNISHMENT : N STATUS: OCBBK

PADR: SYSTEMS OLD-LIVE : Y REASON: BRPT

404 BROCK DR ILLLI-6D CLOSED IND : COLL : CXW

BLOOMINGTON IL 61701-3654 CC/RISK : M CS : B1

SA : 2701 W. SEASIDE BL LETTERS

LONG BEACH CA 90802 9

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FOLLOWUP 0

TREATMENT HISTORY 0

JA FE MA AP MA JU JU AU SE OC NO DE 0

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CI VER: 00 00

TI : [illegible]

TI : [illegible]

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Bankruptcy Administration
GTE Training Center
404 Brock Dr. ILLI
Bloomington, IL 61701
309-828-1296
FAX 309-828-2848

TN : 714 993 6277 1000/ACCOUNT STATUS 95/10/27

MSD : 91 09 05 DATA BASE: CALIFNIA

ISD : 91 09 05 LC : 12891 DIR ADV,> $500: N CSD : 95 06 13

ACCT: 1179294397 GUARANTEE : N FBD : 95 09 13

SSN : 000 00 0000 SKIPPED : WO DTE: 95 09 07

JUDGEMENT : N CAD : 59.39

NAME: STACEY ENVIRONMENTAL GARNISHMENT : N STATUS: OCBBK

BADR: C/O BRPT ADMIN GTE OLD-LIVE : REASON: BRPT

404 BROCK DR ILLLI-6D CLOSED IND : COLL : DLT

BLOOMINGTON IL 61701-2654 CC/RISK : L CS : BKS

SA : 15302 PIPELINE LN LETTERS

HUNTINGTN BCH CA 92649-1138

FOLLOWUP

TREATMENT HISTORY

JA FE MA AP MA JU JU AU SE OC NO DE

CI VER: 00 00

TI [illegible] MADELINE [illegible] CI [illegible] [illegible] 714 [illegible]

TI

[illegible] [illegible]

1001 NO MORE DIRECTORY RECORDS WITH THIS TELE. *, TRY ARCHIVE

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B10 (Official Form 10)
(Rev. 12/94)

United States Bankruptcy Court

CENTRAL District of CALIFORNIA

PROOF OF CLAIM

In re (Name of Debtor)
SECURITY ENVIRONMENTAL SYSTEMS, INC.

Case Number
SA95-14034 JB
CHAPTER 11

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
INLAND KENWORTH, INC.

Name and Address Where Notices Should be Sent
INLAND KENWORTH, INC.
c/o WINN AND SIMS, a P.C.
2323 W. LINCOLN AVENUE, #101
ANAHEIM, CA 92801
Telephone Number (714) 999-6599

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
807027

Check here if this claim ☒ replaces ☐ amends a previously filed claim, dated: 6/26/95

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (Describe briefly) (2) 1991 KENWORTH 130 TRUCKS LEASED TO DEBTOR

☐ Retiree benefits as defined in 11 U.S.C. § 1114 (a)
☐ Wages, salaries, and compensations (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
MARCH 19, 1992

3. IF COURT JUDGMENT, DATE OBTAINED:
NONE

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ 8,895.36
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ 1,000.00
Specify the priority of the claim. USE OF TRUCKS

☐ Wages, salaries, or commissions (up to $4000)*, earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
☐ Up to $1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)
☐ Taxes or penalties of governmental units - 11 U.S.C. § 507 (a)(8)
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____.
* Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

$ 8,895.36	$	$ 1,000.00	$ 9,895.36
(Unsecured)	(Secured)	(Priority)	(Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
March 25, 1996

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
WINN AND SIMS, Laura McCarthy Hoalst

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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Re: Case No. SA95-14034 JB
Chapter 11
SECURITY ENVIRONMENTAL SYSTEMS, INC.

Claimant: INLAND KENWORTH INC.

TOTAL LOSS/DAMAGES REGARDING BREACHED LEASE:

Prepetition Lease Arrears	: $4,298.15
Postpetition Lease Arrears :	
Administrative	: 1,000.00
Non-priority	: 4,197.21
Legal fees	: 400.00
Total due	: $9,895.36

Vehicle Lease Service Agreement

This Agreement is made as of the 19th day of MARCH, 19 92, between INLAND KENWORTH, INC. a PacLease affiliated lessor (hereinafter "PacLease") and, SECURITY ENVIRONMENTAL SYSTEMS, INC. (hereinafter "Customer") whose address is 7245 D GARDEN GROVE BLVD. (Street) GARDEN GROVE (City) CA. (State) 92641 (Zip)

1. Equipment Covered

PacLease agrees to lease to Customer and Customer agrees to lease from PacLease the vehicle(s) and equipment (hereafter "Vehicle(s)") on any Schedule A executed by Customer and PacLease, and made a part of this Agreement. Execution of Schedule A shall constitute Customer authorization to PacLease to acquire the Vehicle(s).

2. Term; Return of Vehicles

The Agreement shall become effective with respect to each Vehicle on the date Vehicle is tendered by PacLease to Customer, or 48 hours after the date PacLease notifies Customer that the Vehicle is available for use whichever occurs first, and shall continue for the term specified on the applicable Schedule A unless terminated earlier as provided hereafter. Upon expiration or termination of this Agreement under either Section 17 or Section 19, Customer will promptly return the Vehicle(s) to PacLease in accordance with Section 18 hereof.

3. Acceptance of Delivery; Vehicle Additions and Improvements

Acceptance of a Vehicle by Customer shall constitute Customer's acknowledgment that the Vehicle complies with the specifications in the applicable Schedule B, unless Customer gives PacLease notice of noncompliance within 48 hours after acceptance. Any subsequent additions to or improvements in a Vehicle made thereafter at request of Customer shall be at the cost and expense of Customer. Except as provided in Sections 6 and 15 hereof, any such additions or improvements may be removed by Customer upon expiration or termination of the Agreement with the prior approval of PacLease.

4. Charges

A. Customer agrees to pay PacLease all rental and other charges set forth in the applicable Schedule A covering such Vehicle(s). All fixed charges shall be invoiced by PacLease in advance and mileage and other charges provided herein in arrears. All payments shall be mailed to PacLease's address (see below), or at such other address as may be designated in writing from time to time. All rental and charges shall be paid within ten (10) days of Customer's receipt of invoice. On all invoices not paid within ten (10) days after invoice, Customer agrees to pay a late charge of 1½ percent per month or the maximum legally permissible amount on each billing not to exceed 1½ percent per month.

B. Mileage shall be determined from hubodometer and/or odometer readings. If the hubodometer and/or odometer fails to function, which failure Customer shall immediately report to PacLease in writing, the mileage for the period during which the failure existed may be determined at PacLease's option from Customer trip records, or from the amount of fuel consumed and the miles per gallon record of PacLease averaged for the previous thirty (30) days.

C. Charges provided for in this Agreement are based on PacLease's current cost of labor, parts and supplies, and Customer agrees that the fixed charge and mileage charge for each Vehicle (including any Mileage Guarantee charges) may be adjusted as of January 1, and/or July 1, of each calendar year as follows: For each rise or fall of one percent (1%) in the U.S. Bureau of Labor Statistics Consumer Price Index (or such similar index as may be selected by PacLease and advised to Customer) during the prior six months, each Vehicle fixed charge shall be adjusted by 0.5 percent and each Vehicle mileage charge shall be adjusted by 0.75 percent.

5. Taxes, Licenses, Permits and Related Fees and Charges

A. The rental charged for lease of a Vehicle is exclusive of any federal, state or local taxes and license or registration fees now in force or hereafter imposed, unless otherwise specified herein or on Schedule B which is made a part of this Agreement upon execution by Customer and PacLease, and Customer agrees to pay the amount of such taxes and license or registration fees and any other new or additional taxes or license or registration fees relating to any Vehicle(s) leased hereunder unless otherwise specified herein. Customer further agrees to indemnify and hold PacLease harmless against any and all losses, additional tax liabilities, or other claims imposed against PacLease by any governmental taxing authority as a result of a change in the statutes, rules, government policies or interpretations of the same applicable to the tax treatment of Vehicle(s).

B. Any increases in existing federal, state or local taxes, or license fees over the amounts of such taxes and fees in effect on the in-service date of any Vehicle leased hereunder, or any new federal, state, or local taxes, or license fees relating to any Vehicle leased hereunder shall also be paid by Customer to PacLease as incurred by [illegible] unless otherwise specified herein. Any decreases in such amounts shall be credited by PacLease to

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C. Customer recognizes that either PacLease or PACCAR Leasing Corporation, whichever is designated on Schedule A, is the owner of the Vehicle(s) for Federal income tax purposes and that the party so designated on Schedule A intends to take the depreciation deductions as provided by Section 168 of the Internal Revenue Code. In the event that the depreciation deductions are lost, reduced or delayed due to any act or omission by Customer, Customer agrees to indemnify and hold the party claiming depreciation deductions harmless against any and all losses and/or additional tax liabilities incurred by such party, including any interest, penalties and additions to tax.

Customer's indemnities and liabilities under this Section 5 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

D. PacLease shall, where permitted by law and upon Customer's request, apply for fuel tax permits, prepare and file fuel tax returns and pay the taxes imposed upon the purchase and consumption of such fuel by Customer's Vehicle(s), upon Customer providing PacLease with its trip records, fuel tickets or invoices, and other records or documents related to the use of the Vehicle as may be necessary for the preparation of the fuel tax returns. Customer shall reimburse PacLease for the amount of fuel taxes and permits. Customer shall also reimburse PacLease for any additional charges, assessments, tax or penalty or credit disallowed as a result of untimely or improper furnishing of such documents or information by Customer.

E. Customer shall pay for any special license or pay any taxes required by the business of Customer and be responsible for any axle mileage taxes, ton mileage taxes, highway or bridge tolls which may result from the operation of the Vehicle(s). Customer shall cause to be kept and make available to PacLease any necessary records relative to the use of the Vehicle(s) and pertaining to such taxes. Customer shall require its drivers to submit a vehicle trip inspection report to PacLease on completion of each trip of each Vehicle and Customer agrees to submit driver trip records to PacLease within five (5) days of the completion of the trip.

F. In accordance with Schedule B, PacLease will provide the state motor vehicle license for each Vehicle for the state in which it is domiciled and pay the ad valorem tax and Federal Highway Use Tax for each Vehicle, exclusive of any For Hire Taxes, tags or permits. Charges for taxes and license fees paid by PacLease which are in excess of amounts stipulated on Schedule B will be billed to the Customer.

6. Maintenance and Repairs

A. PacLease shall provide oil, lubricants, grease, antifreeze, tires, tubes and all other operating supplies and accessories necessary for the practical and efficient operation of Vehicle(s).

B. PacLease shall maintain the leased Vehicle(s) in good repair and furnish all labor and parts which may be required to keep the Vehicle(s) in good operating condition. Such maintenance shall include servicing and washing so the Vehicle(s) shall present a neat appearance.

C. PacLease shall paint and letter the Vehicle(s) according to Customer's specifications at the time the Vehicle(s) is/are put into service, at a cost not to exceed the per vehicle amount designated on Schedule A.

D. Customer agrees to return each Vehicle to PacLease's garage for a minimum of eight (8) hours each and every calendar week for service, inspection, adjustments and repairs at such scheduled times as agreed upon by the parties.

E. Customer agrees not to cause or permit Customer's drivers, employees or agents to make repairs or adjustments to Vehicle(s) or to tamper with the governors on any Vehicle(s) and in all cases of defect or failure when repairs are necessary to notify PacLease by the speediest means of communication available giving a description of the repairs needed and the location of the Vehicle and to abide by PacLease's directions concerning emergency repair service. PacLease will not be responsible for any repair of or service to a Vehicle while such Vehicle is away from PacLease's garage unless expressly authorized by PacLease. However, if emergency repair or service costing less than $50 is needed, Customer need not give prior notice or obtain prior authorization from PacLease.

7. Substitute and Additional Vehicle(s)

A. PacLease shall furnish Customer a substitute Vehicle at no extra charge if a Vehicle is temporarily rendered inoperable because of mechanical failure. The substitute Vehicle shall be as close as practicable to the inoperable Vehicle's specifications, special paint, lettering and alterations excluded, and shall be provided to Customer at the inoperable Vehicle's location whenever possible. A substitute Vehicle, while used by Customer, shall be subject to the terms of this Agreement, and Customer shall return the substitute Vehicle to the facility from which it was provided upon notification that the inoperable Vehicle has been repaired or replaced.

PacLease's failure to furnish a substitute Vehicle within a reasonable time, where it is obligated to do so, shall cause the charges applicable to the inoperable Vehicle to abate until the Vehicle is returned to Customer's service or until a substitute is tendered to Customer. The abatement of such charges shall be the limit of PacLease's liability for such a failure. While a Vehicle is out of service as the result of a cause for which PacLease is not obligated to provide a substitute Vehicle, PacLease will, at the request of Customer, rent Customer a replacement Vehicle, if available from PacLease's rental fleet, at a rental rate equal to the charges set forth in section 7.B hereof. In such circumstances, irrespective of whether or not Customer rents a replacement Vehicle from [illegible] applicable to the out-of-service Vehicle shall not abate.

PacLease shall have no obligation to provide a substitute Vehicle if a Vehicle is inoperable because it is out of service for ordinary maintenance and service; is out of service because of damage resulting from collision, accident, Customer's misuse or abuse; if the Vehicle is specialized or carries a truck body not owned by PacLease; if the vehicle is stolen or converted; or if the Vehicle is out of service for repair or maintenance of special equipment or accessories for which PacLease is not responsible.

B. PacLease will use its best efforts to furnish additional units during peak periods or whenever requested by Customer on a transient rental basis as availability permits. The rate charged for the rental of all additional units not covered by this Agreement will be fifteen percent (15%) below PacLease's current rental rates then applicable to the type of Vehicle rented.

8. Vehicle Operation and Driver Abuse

A. Customer agrees to cause each Vehicle to be operated solely in the normal and ordinary course of Customer's business, in a safe and careful manner and in compliance with all applicable laws by a fully licensed driver employed by Customer. Customer's drivers shall at all times comply with the rules and regulations reasonably adopted by PacLease and shall also complete and sign all records required by PacLease. Customer shall indemnify and hold PacLease harmless from and against any and all fines, forfeitures, seizures, confiscations, penalties or damages (and reasonable attorneys' fees related thereto) arising out of Customer's possession, use and operation of the Vehicle(s) in violation of any law, regulation, ordinance or rule. The Vehicle(s) shall not be used by Customer beyond the limits of the continental United States and Canada without written consent of PacLease, and the Vehicle(s) shall not be used contrary to any applicable insurance coverage specified herein.

B. Customer, upon receipt of a written complaint from PacLease specifying any reckless, careless, or abusive handling of the Vehicle(s), other incompetence or noncompliance with requirements by any driver, shall take corrective action up to and including removal of such driver and substitution of a competent driver. In the event Customer fails to remove such driver and substitute a competent driver, Customer shall, notwithstanding any other remedies of PacLease, reimburse PacLease in full for any loss and expense as a result of the operation of the Vehicle(s) by such individual. Customer agrees to reimburse PacLease for damage to any Vehicle resulting from but not limited to: operating Vehicle with insufficient coolant or oil; driving Vehicle in areas of insufficient width or height, such as low bridges, roofs, trees and signs; miring in mud, snow or sand, including towing expense; operating off a paved road; overloading beyond the load capacity shown on Schedule A; pushing or towing any Vehicle; glass damage; operating any Vehicle on a flat tire or a tire which does not contain sufficient air pressure; operation of any Vehicle by a driver who is in possession of or under the influence of alcohol or any drug that might impair the driver's driving ability; or operating any Vehicle in areas disrupted by mob or strike violence.

9. Liability and Physical Damage Insurance

A. A standard policy of automobile liability insurance (hereafter "Liability Insurance") with limits specified on each Schedule A shall be furnished and maintained by the party designated on Schedule A. If PacLease is so designated, total charges to Customer for leased Vehicle(s) shall include an amount attributable to Liability Insurance, which amount shall be set forth on Schedule B. The insurance coverage will be written by a company approved by PacLease covering PacLease, Driver Leasing Company, Customer and PACCAR Leasing Corporation as insureds for the ownership, maintenance, use or operation of the Vehicle(s) and any Vehicle being provided as a substitute therefor or as an extra Vehicle. The party designated shall furnish to the other party and any other insured which so requests certificates of insurance confirming compliance with this paragraph and that coverage cannot be canceled or materially altered without thirty (30) days prior written notice to all parties.

Should PacLease be obligated to provide Liability Insurance, PacLease shall have the right to terminate such coverage upon not less than thirty (30) days prior written notice to Customer. Any increase by the insurer in insurance premiums for Liability Insurance provided by PacLease shall be paid by Customer to PacLease as incurred by PacLease. In the event that PacLease terminates such Liability Insurance coverage for any reason, including Customer's refusal to accept an increase in premiums for Liability Insurance provided by PacLease, Customer shall be obligated to procure and maintain Liability Insurance acceptable to PacLease in the limits set forth on Schedule A as of the effective date of termination and the charges will be adjusted accordingly. Customer shall provide PACCAR Leasing with certificates evidencing such coverage.

If Customer is obligated to procure and maintain Liability Insurance and fails to do so, or fails to furnish PacLease the required certificate of insurance, Customer shall indemnify and hold PacLease harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of or caused by the ownership, maintenance, use or operation of any Vehicle, whether or not due in whole or in part to any act, omission or negligence of PacLease or any of its agents, representatives or employees, including Driver(s) or Other Personnel, and PacLease is authorized but not obligated to procure such Liability Insurance, without prejudice to any other remedy PacLease may have, and Customer shall pay PacLease, as additional rental, the amount of the premium paid by PacLease.

PacLease will, where required and permitted by law, upon request of Customer, file state Certificates of Automobile Liability Insurance covering the Vehicle(s). Customer agrees to indemnify, defend, and save PacLease harmless from all claims, causes of action, suits and damages arising out of filing such documents for any Vehicle(s) other than leased Vehicle(s).

B. The party so designated on Schedule A shall obtain physical damage insurance and shall pay for loss or damage to any Vehicle in accordance with the provisions of this paragraph B.

(1) In the event PacLease is designated, PacLease will pay for loss or damage to each Vehicle in excess of the deductible amount specified on Schedule A except for any willful damage to any Vehicle arising out of or in connection with any labor dispute; conversion of any Vehicle by an agent or employee of Customer which shall not be considered theft within the terms of this provision; or any loss by theft of tools, tarpaulins, accessories, spare tires and other such appurtenants. In addition, if PacLease provides physical damage insurance, total charges to Customer for leased Vehicle(s) shall include an amount attributable to physical damage insurance, which amount shall be set forth in Schedule B.

Customer shall pay up to the amount specified on Schedule A as deductible, for loss or damage to any Vehicle, including related expenses from each occurrence and shall pay for all loss or damage to any Vehicle resulting from any of the perils specifically not assumed by PacLease herein.

Upon not less than thirty (30) days prior written notice to Customer, PacLease shall have the right to terminate any physical damage insurance coverage procured and maintained by PacLease and require Customer to procure and maintain physical damage coverage as set forth herein, and the insurance charge shall be adjusted accordingly. Any increases in premiums for physical damage insurance provided by PacLease shall be paid by Customer to PacLease currently as paid by PacLease.

(2) In the event Customer is so designated on Schedule A, Customer agrees to obtain physical damage insurance acceptable to PacLease with PacLease, Driver Leasing Company, and PACCAR Leasing Corporation as insureds. Such policy must have a deductible amount not to exceed the amount specified on Schedule A. Customer further agrees to furnish PacLease with a certificate of insurance confirming compliance with this paragraph, and providing that coverage cannot be canceled or materially altered without thirty (30) days prior notice to all parties.

If Customer is obligated to procure and maintain physical damage coverage and fails to do so, or fails to timely furnish PacLease with evidence of such coverage, Customer agrees to reimburse PacLease for all its losses, costs and expenses resulting from loss or damage to Vehicles, any Vehicle being used as a substitute therefor and any extra or additional Vehicle.

C. PacLease and PACCAR Leasing Corporation do not, by being named as additional insureds under Liability and Property Damage Insurance obtained by Customer, incur any liability or responsibility for, or assume any dominion or control over, the use and operation of Vehicles leased hereunder. Customer further agrees to notify each and every person driving the Vehicle(s) that none are operated under the direction and control of PacLease and that the driver is not an employee of PacLease.

10. Accident Reporting

Customer agrees to notify PacLease immediately by telephone upon the happening of any accident or collision involving a Vehicle and to cause the driver to make a detailed written report in person at the office of PacLease as soon as possible and to promptly render all other assistance to PacLease and the applicable insurer that is requested by either of them in investigating or defending all claims or suits.

11. Vehicle Loss or Destruction

In the event any Vehicle is lost, stolen, destroyed, or damaged beyond repair, Customer shall not be relieved or released from any of its obligations and liabilities for any such Vehicle under this Agreement until such time as any amounts actually received by PacLease from insurance, or otherwise on Customer's behalf for such loss or damage, have been applied to eliminate or satisfy in their entirety Customer's obligations under this Agreement. Customer shall be liable to PacLease for any amount by which net proceeds of insurance (or other payment for such loss or damage) are less than the Early Termination Value set forth in Schedule A. PacLease has no obligation to provide a replacement Vehicle to Customer at the same lease rate set forth in the applicable Schedule A for a Vehicle that is lost, stolen, destroyed or damaged beyond repair. At Customer's request, PacLease will seek to provide a replacement Vehicle in accordance with paragraph 7.8.

12. Cargo Losses

Customer agrees to indemnify and hold PacLease harmless from any liability for loss or damage to any cargo or other property in or carried by any Vehicle, including consequential damages, and for any loss or damage to any other property of Customer, its agents or employees, left in or on a Vehicle at any time or place. The provisions of this paragraph shall survive termination or expiration of this Agreement.

13. Customer Indemnification of PacLease

Customer agrees to indemnify and hold PacLease harmless from and against any and all claims, causes of action, damages, demands, liabilities and expenses of any kind (including without limitation attorney's fees, fines and penalties) relating to or arising out of the ownership, maintenance, possession, use, operation, control or storage of any Vehicle(s) covered by this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement. Nothing contained in Sections 8, 9 or 12 shall be construed to limit the provisions of this paragraph.

14. Ownership Rights

A. Title to Vehicle(s) and ownership thereof shall at all times be and remain in either PacLease or PACCAR Leasing Corporation ("PLC"), whichever is designated on Schedule A. In the event that PLC is the owner of the Vehicle(s), PacLease and Customer acknowledge that PLC is the owner of the Vehicle(s) subject to this Agreement and all of the rights and benefits of ownership pertaining to PacLease under this Agreement shall inure to the benefit of PLC. Customer further agrees, upon receipt of written notice by PLC, to make all lease payments under this Agreement directly to PLC at such address as may be designated in writing by PLC from time to time provided that, so long as the Customer is not in default hereunder, Customer shall and may quietly and peacefully have, hold, enjoy and possess each Vehicle appearing on Schedule A furnished hereunder subject to and in accordance with the provisions hereof.

B. In the event Customer receives such written notice of the assignment of the right to payment from PacLease to PLC, Customer shall still continue to look to PacLease for the performance of its obligations as PacLease hereunder, and in no event shall PACCAR Leasing Corporation become liable or responsible to perform any of the obligations imposed upon PacLease by this Agreement. If PacLease defaults under any of the provisions of this Agreement, Customer may elect to promptly purchase for cash the Vehicle(s) then being leased under this Agreement in accordance with the Early Termination Value set forth in Schedule A, or Customer may elect to assume all of PacLease's obligations to PLC with respect to the Vehicle(s) listed on the appropriate Schedule A.

15. Emission Control Equipment and Other Required Equipment

It is recognized that state and federal laws and regulations may from time to time require emission controls and equipment, or other equipment on Vehicle(s). Where so required, the installation and the equipment shall be at the expense of the Customer, and the charge for maintenance or service of any such item or piece of equipment shall be added to the charge made hereunder. It is understood and agreed that PacLease assumes no responsibility for such controls and equipment or installation thereof. Customer shall determine what equipment is required by Customer under applicable law. When installed, such equipment shall become the property of PacLease or PLC, whichever is designated as the owner of the Vehicle on the applicable Schedule A.

16. Disclaimer of Warranty or Other Liability; Rights Under Manufacturer's Warranty

Customer acknowledges that PacLease is not the manufacturer or vendor of any Vehicle and that PacLease MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN OR CONDITION, THE MERCHANTABILITY OF A VEHICLE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. PacLease shall not be liable for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any Vehicle. In addition, Customer agrees it will not set up any such claims as defense, counterclaim or set off against any obligations it has assumed under the terms of this Agreement. PacLease shall not be responsible for any loss, damage or claim caused by or attributable to any defect or deficiency in any Vehicle whether arising out of a Vehicle's manufacture, design or otherwise. PacLease expressly warrants all repairs and maintenance services performed by it upon each Vehicle to be free from defects in workmanship during the term of this Agreement. The exclusive remedy of Customer for breach of said warranty shall be the repair of any defective workmanship by PacLease. PacLease is not the producer, manufacturer or designer of any Vehicle(s) leased hereunder and EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, PACLEASE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, FOR OR WITH RESPECT TO ANY VEHICLE LEASED HEREUNDER, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY KIND OR CHARACTER. PacLease shall not be responsible for any loss, damage or claim caused by or attributable to any defect or deficiency in any Vehicle whether arising out of the manufacture, design or otherwise.

17. Early Termination

A. Either party may terminate the lease of any Vehicle prior to expiration of its term on any anniversary date of its delivery date, other than the anniversary date on which the lease term expires, by giving to the other party at least sixty (60) days prior written notice of its intent to do so.

B. In the event this Agreement is terminated by Customer prior to the full term as to any Vehicle(s) listed in Schedule A (and PacLease is not in default under this Agreement), PacLease may dispose of such Vehicle(s) at such price as may be obtainable, and Customer shall be liable to PacLease for any amount by which the net sales proceeds of disposition are less than the Early Termination Value as set forth in Schedule A. PacLease and Customer may mutually agree on the sale of Vehicle(s) to the Customer at the Early Termination Value as set forth in Schedule A. However, PacLease shall be under no obligation to sell any Vehicle to Customer. In no event shall the purchase price be less than twenty percent (20%) of the Schedule A initial value of such Vehicle(s). In addition to the Early Termination Value set forth in the Schedule A, Customer will pay personal property and federal highway taxes, and other prepaid expenses previously paid by PacLease for each Vehicle, prorated to the date of sale. PacLease may at its option lease such Vehicle(s) to a third party and Customer shall be liable to PacLease for any reduction of rental income under the new leases.

C. In the event this Agreement is terminated by PacLease prior to the full term as to any Vehicle(s) listed in Schedule A (and Customer is not in default under this Agreement), Customer shall have the option to purchase any Vehicle for cash at the Early Termination Value as set forth in Schedule A.

18. Return of Vehicle(s)

Upon the expiration or termination of this Agreement with respect to any Vehicle(s), Customer shall return any such Vehicle(s) to PacLease at the location designated on the applicable Schedule A, or any other location reasonably designated by PacLease. Term rent at PacLease's then current rental rate shall be charged to the Customer if return of Vehicle(s) is delayed beyond the expiration of the lease term due to repairs needed to comply with these return standards.

19. Default

If Customer fails to pay promptly any rental payment or other amounts owing when due or fails to furnish and pay the premiums for insurance provided in section 9, or if any proceeding or case is instituted by or against Customer under any provisions of the U.S. Bankruptcy Code or any state insolvency law or for the appointment of a receiver, or if Customer makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the Uniform Commercial Code, or if Customer breaches any provision of this Agreement, or if in any proceeding in which Customer is involved any execution, writ, or process is obtained whereby any Vehicle(s) may be taken or confiscated then Customer shall be in default under this Agreement. In the event of any such default, PacLease shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any one or all of the following remedies, and Customer shall be liable for all costs and expenses incurred by PacLease in pursuing such remedies, including reasonable attorney's fees:

A. Without notice to Customer, PacLease, at its option, may terminate this Agreement as to any Vehicle(s), and all rental payments or other amounts owing shall become immediately due and payable;

B. PacLease or its representative may enter the premises where any Vehicle is located, take possession of and remove it with or without legal process or notice to Customer;

C. In the event PacLease takes possession of or retains any Vehicle, and there shall, at the time of such taking or retention, be in, upon or attached to such Vehicle any other property, goods or things of value belonging to Customer or in the custody or control of Customer, PacLease is authorized to take possession of such items and either hold the same for Customer or place the same in public storage for Customer at Customer's expense.

D. Without relieving Customer from any of its obligations hereunder or waiving any of PacLease's rights, PacLease may at its option hold, lease or sell any Vehicle(s) at such time, place and in such manner and at such price and on such other terms as PacLease may deem appropriate. PacLease shall have the option of requiring the Customer to purchase any Vehicle(s) (but only in the event of default by Customer) for cash at the Early Termination Value as set forth in Schedule A. In no event shall the purchase price to Customer be less than twenty percent (20%) of the Schedule A initial value of each Vehicle. In addition to the Schedule A value, Customer will pay personal property and federal highway taxes and other prepaid expenses previously paid by PacLease for any Vehicle, prorated to the date of sale. In the event any such Vehicle(s) are not purchased by Customer, and any such Vehicle(s) are sold to a third party, Customer shall be liable to PacLease for any amount by which the net sale proceeds of such disposition are less than the Early Termination Value as set forth in Schedule A. If any such Vehicle(s) are leased to any third party, Customer shall be liable to PacLease for any reduction of rental income under the new leases.

20. Force Majeure

PacLease shall incur no liability to Customer for failure to supply any Vehicle, provide a substitute Vehicle, repair or maintain any Vehicle, or provide fuel for any Vehicle, if prevented by any national emergency, war, riot, fire, labor dispute, federal, state or local law, regulation or ordinance, shortage (local or national), or fuel allocation program, or any other cause beyond PacLease's reasonable control whether existing now or hereafter. If Customer is required to secure any other Vehicle during such a period, PacLease shall not be liable for charges to Customer for such other Vehicle. Notwithstanding PacLease's inability to perform under such conditions, Customer's obligations hereunder shall continue.

21. **Transfer of Vehicle(s) or Assignment of Lease**

Customer shall not have the right to transfer or sublet any of the leased Vehicle(s), or to assign, transfer, pledge or grant a security interest in this Agreement or Customer's interests hereunder, without PacLease's prior written consent, nor shall Customer's interests hereunder inure to the benefit of any trustee, receiver, creditor or successor of Customer or of its property, whether or not in bankruptcy, by operation of law, or otherwise. Customer shall promptly notify PacLease in writing prior to any substantial changes in ownership or any material disposition of the assets of Customer's business.

22. **Savings Clause**

If any provision of this Agreement is invalid under the laws of any state when used, such provision shall be deemed not to be a part of this Agreement in such state, but shall not invalidate any other provision hereof.

23. **Notices**

All notices provided for herein shall be in writing and mailed to PacLease and Customer at the addresses given below or such other address designated in writing by either party.

24. **Entire Agreement; Binding Effect**

This Agreement contains the entire Agreement and understanding between the parties and its terms shall not be construed as altered by any verbal agreement or informal writing, nor by failure to insist upon performance or failure to exercise any right or privilege and may only be modified by written endorsement hereon or amendment hereto, or additional Schedule A's made a part hereof, duly executed by both parties. This Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated above.

Customer	PacLease
SECURITY ENVIRONMENTAL SYSTEMS, INC.	INLAND KENWORTH, INC.
(Customer Name) 7245 D GARDEN GROVE BLVD.	(PacLease) 2757 LEONIS BLVD.
GARDEN GROVE, CA. 92641	VERNON, CA. 90058
(Address)	(Address)
By Stephen Grossman	By R.D. Brown
Its President	Its Exec V.P.
Signature	Signature

CL SE AGREEMENT — SCHED L

1. It is agreed that the Schedule A Original Value, Weekly Depreciation and fixed Weekly rate set forth on this Schedule A are based upon manufacturer's quoted price for vehicles as of the date of execution by customer of this Schedule A. In the event manufacturer's quoted price for such vehicle is increased prior to the date in service of the vehicles, customer agrees that for each $50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	Weekly Depreciation	Fixed Rental Charge Per Week
$50	$.15	$.30

The amounts in columns 9, 11 and 14 of this Schedule A will be adjusted accordingly on date in service.

2. It is agreed that the rate of interest as of the date of execution of this Schedule A is N/A, as set forth by N/A. In the event the interest rate should increase or decrease prior to the in service date of the vehicle(s), customer agrees that for each quarter point change (.25) in the interest rate, the fixed charge per week will be adjusted N/A.

3. Liability Insurance Responsibility: CUSTOMER (PACLEASE/CUSTOMER)

Limits:
Bodily Injury $ _____ Per Person
Bodily Injury $ _____ Per Occurence
Property Damage $ _____ Per Occurence
Combined Single Limits $ _____ Per Occurence
Excess or Umbrella $ _____ Per Occurence

Physical Damage Responsibility by: ☐ PacLease ☐ Customer $_____ Deductible

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon the request of customer and customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address: 1151 W. COLUMBUS AVENUE BAKERSFIELD, CA

5. Service and maintenance location of the Vehicle(s) listed on this Schedule 3012 PIERCE ROAD BAKERSFIELD, CA

6. Mileage guarantee: Customer grants that each of the vehicle(s) described on this Schedule A will be operated a minimum of N/A miles within each N/A month period during which it is under lease ("Guarantee Period").

The payment of the Mileage Rate per mile should be made for actual miles operated. A settlement of the mileage guarantee will be made at the end of each guarantee period as follows:

If miles actually operated during the period are less than the miles guaranteed, then the customer will be billed by PacLease and the customer shall promptly pay to PacLease an amount equal to the difference between the number of miles guaranteed and the number of miles operated during the period, multiplied by the under miles rate per mile specified below. If the number of miles operated during the period exceed the number of miles guaranteed, then the customer will receive a credit for an amount equal to the difference between the miles actually operated and the miles guaranteed noted above, multiplied by the difference between the mileage rate per mile specified on side one and the over miles rate specified below.

The under miles rate per mile shall be $ N/A and the over miles rate per mile shall be $ N/A

Miles operated by vehicles to which apply the same mileage rate per mile, under miles mileage rate per mile, over miles mileage rate per mile, number of miles guaranteed, and guarantee period apply, may be averaged. If the lease of any vehicle is terminated during any guarantee period, the guarantee shall be prorated for the vehicle(s) based on the actual portion of such period it was under lease.

7. Maximum mileage: Customer agrees that each of the vehicle(s) described on this Schedule A will be operated a maximum of 35,000 miles within each Twelve month period during which it is under lease.

If miles actually operated during the period are more than the miles specified above, Customer shall upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of miles specified and the number of miles operated during the period, multiplied by the over miles rate specified below.

The over miles rate shall be $ .13 per mile.

8. The owner of the vehicle(s) covered by this Schedule A is PACCAR LEASING CORPORATION (PacLease/PACCAR Leasing Corporation/Other)

This Schedule A (including side one hereof) is hereby made a part of the certain Agreement entered into between the parties as of the 19th day of March, 19 92.

INLAND KENWORTH, INC.	SECURITY ENVIRONMENTAL SYSTEMS, INC. (CUSTOMER)
By [illegible]	By [illegible]
Name/Title [illegible]	Name/Title Stephen Grossman President
Date 4/23/92	Date 4/6/92
Witness [illegible]	Witness

CAT. NO 3552 (R3-68)

SCHEDULE A

SCHEDULE A AGREEMENT BETWEEN
PACLEASE AND SECURITY ENVIRONMENTAL SYSTEMS, INC.
CUSTOMER

SCHEDULE NO. _____ PAGE 1 OF 1

LEASE DATED 3-19-92 LOCATION NO. 564

VEHICLE NO.	IN SERVICE DATE	TERM IN MOS.	VEHICLE DESCRIPTION			MAX. GCW AND/OR GVW	LICENSED WEIGHT	SCHEDULE A ORIGINAL VALUE	CPI	EARLY TERMINATION VALUE			RATED FUEL COST PER MILE/GAL.	FIXED CHARGE PER ~~WEEK~~/ MONTH IN ADVANCE	MILEAGE RATE PER MILE
			YR. & MAKE	MODEL & TYPE	SERIAL NO.					DEPREC. WEEKLY AMOUNT	EARLY TERM VALUE MO.	%			
1	2	3	4	5	6	7	8	9	10	11	12		13	14	15
564-597	7-1-92	72	1991 Kenworth	K-130 w/28' Body	MCH00397	29,500	Legal	$40,877	139.7		12	90.3	N/A	$966.00	.08
											24	79.3			
											36	65.6			
564-599	9-10-92	72	1991 Kenworth	K-130 w/24' Body		29,500	Legal	$39,170			48	49.5	N/A	$939.00	.08
											60	31.0			
											RETURN TO PACLEASE				

1. Lessor will bill license costs annually.
2. Customer has right to delay delivery on one of the above units until October 1992.
3. Early termination percentages apply to all vehicles on this Schedule A.

209

13

2757 LEONIS BLVD.
LOS ANGELES, CA., 90059 . . . (909)823-9955

MEMBER OF THE INLAND GROUP

STATEMENT

MEMBER OF THE INLAND GROUP

207

13

SECURITY ENVIRONMENTAL SYSTEM
(LEASE)
15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649
92649

807027

Date	DATE DUE
03 31 95	04 20 95

Terms: SERVICE CHARGE OF 1.5%(18 PER ANNUM) WILL BE CHARGED ON OVERDUE BALANCES.

DATE	SRC	INVOICE	REFERENCE	CURRENT TO 30	30 - 60 DAYS	60 - 90 DAYS	OVER 90 DAYS	BALANCE DUE
		BALFWD			2,275.65			2,275.65
03-31-95	320	L4226	L4226	2,007.50				2,007.50
03-31-95	320	M5473	M5473	15.00				15.00
DATE				CURRENT TO 30	OVERDUE	OVERDUE	OVERDUE	PAY THIS AMOUNT

INLAND KENWORTH/PACLEASE
2757 LEONIS BLVD.
VERNON, CA 90058
(213) 582-7271

SECURITY ENVIRONMENTAL SYSTEM
(LEASE)
15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649

CUSTOMER# 807027
INVOICE # L4176
INV DATE 02-28-95

PO#

PAGE 1

PERIOD	VEHICLE	START	END	HUBOMETER START	HUBOMETER END	HOURS MILES	RATE	CHARGE
02/01-02/28	564-597			86164	89389	3225	0.0857	276.38
	FIXED CHARGE							966.00
	TOTAL 564-597							1242.38
02/01-02/28	564-599			60150	61250	1100	0.0857	94.27
	FIXED CHARGE							939.00
	TOTAL 564-599							1033.27
SUBTOTAL								2275.65
TOTAL DUE							$	2275.65

13 208

INLAND KENWORTH/PACLEASE
2757 LEONIS BLVD.
VERNON, CA 90058
(213) 582-7371

SECURITY ENVIRONMENTAL SYSTEM
(LEASE)
15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649

CUSTOMER# 807027
INVOICE # M5473
INV DATE 03-31-9

PAGE 1

	REFERENCE	VEHICLE	DESCRIPTION	AMOUNT
1.	77562	564-599	PACCENTRAL	15.00
TOTAL DUE				15.00

13 209

INLAND KENWORTH/PACLEASE
2757 LEONIS BLVD.
VERNON, CA 90058
(213) 582-7271

SECURITY ENVIRONMENTAL SYSTEM
(LEASE)
15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649

CUSTOMER# 807027
INVOICE # L4226
INV DATE 03-31-95

PO#

PAGE 1

PERIOD	VEHICLE		START	END	HUBOMETER START	HUBOMETER END	HOURS MILES	RATE	CHARGE
03/01-03/31	564-597				89389	90554	1165	0.0857	99.84
		FIXED CHARGE							966.00
		TOTAL 564-597							1065.84
03/01-03/31	564-599				61250	61281	31	0.0837	2.66
		FIXED CHARGE							939.00
		TOTAL 564-599							941.66
SUBTOTAL									2007.50
TOTAL DUE								$	2007.50

13 210

INLAND KENWORTH/PACLEASE
2757 LEONIS BLVD.
VERNON, CA 90058
(213) 582-7271

SECURITY ENVIRONMENTAL SYSTEM
(LEASE)
15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649

CUSTOMER# 807027
INVOICE # L4274
INV DATE 04-28-95

PO#

PAGE 1

PERIOD	VEHICLE	START	END	HUBOMETER START	HUBOMETER END	HOURS MILES	RATE	CHARGE
04/01-04/30	564-597			90554	90554			
		FIXED CHARGE						966.00
		TOTAL 564-597						966.00
04/01-04/30	564-599			61281	61281			
		FIXED CHARGE						939.00
		TOTAL 564-599						939.00
SUBTOTAL								1905.00
TOTAL DUE							$	1905.00

EXHIBIT 13 PAGE 211

INLAND KENWORTH/PACLEASE
2757 LEONIS BLVD.
VERNON, CA 90058
(213) 582-7271

TOM

SECURITY ENVIRONMENTAL SYSTEM
(LEASE)
15202 PIPELINE LANE
HUNTINGTON BEACH, CA 92649

CUSTOMER# 007027
INVOICE # L4331
INV DATE 05-30-95

PO#

PAGE 1

PERIOD	VEHICLE		START	END	HUROMETER START	HUROMETER END	HOURS MILES	RATE	CHARGE
05/01-05/31	564-597				90554	91304	750	0.0857	64.28
		FIXED CHARGE							966.00
		TOTAL 564-597							1030.28
05/01-05/31	564-599				61281	62031	750	0.0857	64.28
		FIXED CHARGE							939.00
		TOTAL 564-599							1003.28

SUBTOTAL 2033.56
TOTAL DUE $ 2033.56

13 212

INLAND KENWORTH/PACLEASE
2757 LEONIS BLVD.
VERNON, CA 90058
(213) 583-7271

SECURITY ENVIRONMENTAL SYSTEMS
15302 PIPELINE LANE
HUNTINGTON BEACH, CA. 92649

CUSTOMER# A07028
INVOICE # L4381
INV DATE 06-30-91

PO#

PAGE 1

PERIOD	VEHICLE		START	END	HUBOMETER START	HUBOMETER END	HOURS MILES	RATE	CHARGE
06/01-06/16	564-597				91304	91304			
		FIXED CHARGE							509.54
		TOTAL 564-597							509.54
06/01-06/16	564-599				62031	64430	2399	0.0857	205.59
		FIXED CHARGE							495.30
		FUEL							48.22
		TOTAL 564-599							749.11

SUBTOTAL 1258.65
TOTAL DUE 1258.65

13 213

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379600

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number **SA 95-14034 JB**

Cred.Id: 1379600

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

FILED
JUN 26 1995
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Daniel W. Koenig

Name and Address Where Notices Should be Sent
Daniel W. Koenig
Ex. 6 Privacy
Ex. 6 Privacy

Telephone No. Ex. 6 Privacy

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ ~~replaces~~ ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☒ Wages, salaries, and compensation (Fill out below)
Your social security number Ex. 6 Privacy
Unpaid compensation for services performed
from 4-7-95 (date) to 4-21-95 (date)

2. DATE DEBT WAS INCURRED

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☐ UNSECURED NONPRIORITY CLAIM $_____
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ 1,333.34
Specify the priority of the claim.
☒ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $_____ (Unsecured) $_____ (Secured) $ 21616.68 (Priority) $ 21616.68 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
6-6-95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
DANIEL W KOENIG
Daniel W Koenig

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

Cl. 159
7-10-95

14 214

106059281

B10 (Official Form 10)
(Rev. 12/92)

a

FILED

95-14034

95 MAY 15 PM 2:33

1379627

CLERK OF BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: _____ DEPUTY

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.id: 1379627

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Los Angeles Freightliner

Name and Address Where Notices Should be Sent
Los Angeles Freightliner
c/o Law Office of Kenneth Norman Wolfe
1400 Colorado Blvd., P.O. Box 41004
Los Angeles, CA 90041

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☒ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
12692-TB-S0194

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☒ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
November 8, 1994

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 3,476.78
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 3,478.76 (Unsecured) $_____ (Secured) $_____ (Priority) $ 3,478.76 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
May 11, 1995

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
Kenneth Norman Wolfe,
Attorney for Creditor

CC.31

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

15 215

5-22-95

106036701

LOS ANGELES FREIGHTLINER-GMC TRUCKS, Inc.

Compton Store
9523 So. Susana Road
Compton, CA 90021
(213) 604-4110

Whittier Store
2429 So. Peck Road
Whittier, CA 90601
(213) 695-0511

Ontario Store
1031 E. Holt Avenue
Ontario, CA 91761
(714) 938-5511

Santa Ana Store
1126 E. Washington Street
Santa Ana, CA 92701
(714) 541-4100

50194

CREDIT APPLICATION FOR OPEN PARTS AND SERVICE ACCOUNT

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION Year Business Started 1972 Listed in D&B? YES ☐ NO ☐

NAME	DBA	PHONE #
SECURITY ENVIRONMENTAL SYSTEMS, INC.		213/262-3722

BILLING ADDRESS	CITY	COUNTY	STATE	ZIP
5695 BANDINI BLVD	VERNON	LA	CA	90023

Name and Home Addresses of Individuals, Partners or Corporate Officers

NAME	ADDRESS	CITY	STATE	ZIP	PHONE #
STEPHEN GROSSMAN					(213) 431-8481
[illegible]					
Ellen Batzel					

PHYSICIAL LOCATION OF BUSINESS: STREET 3695 BANDINI BLVD CITY VERNON STATE CA ZIP 90023

TYPE OF BUSINESS WASTE DISPOSAL # OF TRUCKS OWNED 25 HAVE YOU PURCHASED A TRUCK FROM L.A. FREIGHTLINER? YES ☐ NO ☒

RESALE? YES ☐ NO ☒ IF YES, PLEASE ATTACH RESALE CARD. NEW ☐ USED ☐

(IF YOU CHECKED "INDIVIDUAL" ABOVE)

NAME OF EMPLOYER	ADDRESS	CITY	STATE	ZIP	PHONE #

YOUR S.S. # ____-____-____ DATE OF BIRTH _____ SPOUSE'S FIRST INITIAL _____

BILLING INFORMATION

P.O. Required? YES ☐ NO ☒ Authorized Purchasing Agent ALAN SMYTH / STEPHEN GROSSMAN Accts. Payable Contact SAME

Accts. Payable Ph # SAME Ext. _____

REVISED 08/25/90 (OVER)

Undeliverable Info to [illegible] Copy # 1600 2-20-91 DPB

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15

PLEASE FILL OUT THIS SECTION AS COMPLETE AS POSSIBLE WITH COMPLETE ADDRESSES AND ZIP CODES

Banking Information:

CHECKING: ASK FOR PENNY

BANK	ADDRESS	CITY	STATE	ZIP	ACCOUNT #	PHONE
HARBOR BANK	KATELLA AV	LOS ALAMITOS	CA	92641	405 007592	(213) 491-1111

RECEIVED FEB 8 1991

SAVINGS:

BANK	ADDRESS	CITY	STATE	ZIP	ACCOUNT #	PHONE

UNSECURED Credit References (Open account - Minimum 3)

NAME	ADDRESS	CITY	STATE	ZIP	PHONE #
SOUTHERN COUNTIES OIL	P.O. 4159	ORANGE	CA	92613	(714) 744 7140
G+H ELECTRIC		NORWALK	CA		(213) 863-1377
COMMERCIAL TIRE	3366 LEONIS BL	LA	CA	90058	(213) 583-1565
MINUTEMAN WELDING	8812 CARRON DR	PICO RIVERA	CA	90660	(213) 942 1946

SECURED Credit References Accounts Where Collateral is HELD by the Lender

NAME	ADDRESS	CITY	STATE	ZIP	PHONE #

AD BEFORE SIGNING:

I have completed this Credit Application for the purpose of procuring and maintaining credit on an open account basis with LOS ANGELES FREIGHTLINER-GMC TRUCKS, Inc., and certify that all statements are true. I authorize LOS ANGELES FREIGHTLINER-GMC TRUCKS, Inc. to check credit references and to verify employment. I also authorized LOS ANGELES FREIGHTLINER-GMC TRUCKS, Inc. to provide credit information arising from these transactions to others.

I understand and agree that all charges are due and payable by the 10th of the month following the date of charge. In the event it becomes necessary for our company to incur collection costs or institute suit to collect any amount due under this agreement, the undersigned promises to pay such additional costs, interest, including reasonable attorney's fees. We have the right to terminate this agreement and or limit the amount of credit extended.

SIGNED [signature] TITLE PRESIDENT DATE 2/4/91

INTERNAL USE ONLY: APPROVED ☑ DENIED ☐ DATE 3-11-91 CREDIT LIMIT $ 1000 AUTHORIZATION [initials]

Will start at 1000 + watch - D+B shows slow pay record.

Los Angeles Freightliner, Inc.
2429 South Peck Road • Whittier, California 90601-9984 • 310/695-0511

MERCEDES-BENZ TRUCKS

REMIT TO:
Los Angeles Freightliner, Inc.
2429 South Peck Road • Whittier, California 90601-1684

All past due accounts are subject to 1 1/2% per month service charge.

- SECURITY ENVIRONMENTAL SYS.
- **********
- 11015 HEMLOCK AVE.
- FONTANA CA 92337

S0194

STATEMENT Date 03-31-95

- SECURITY ENVIRONMENTAL SYS.
- **********
- 11015 HEMLOCK AVE.
- FONTANA CA 92337
- S0194

Terms: • DUE NET 30 DAYS FROM DATE OF INVOICE

714 892-4445

Please indicate invoices being paid.

DATE	SRC	INVOICE	REFERENCE	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	BALANCE DUE	DATE	INVOICE	BALANCE DUE
REMIT PAYMENT TO 2429 S. PECK RD. WHITTIER, CA 90601											
11-08-94	394	R46137					3,476.78	3,476.78	11-08-94	R46137	3,476.78

LOS ANGELES Freightliner

DATE	AGING SUMMARY	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	PAY THIS AMOUNT	DATE	PAY THIS AMOUNT
03-31-95					3,476.78	3,476.78	03-31-95	3,476.78

eightliner

ACCOUNTING

1031 EAST HOLT BLVD. • ONTARIO, CALIFORNIA 91761
(909) 988-5511

16B2
11-08-94

SECURITY ENVIRONMENTAL SYS.
11015 HAMLOCK AVE.
FONTANA CA 92337

CUST NO. S0194
PHONE 714 892-6645
ESTIMATE 100

P.O. # 515-027

REPAIR ORDER # R46137
DATE 11-07-94
COMPLETE 11-08-94
SVC WTR DL *DT

VEHICLE INFORMATION SECTION

SERIAL# 1FUPYDYB8GP288347 MILEAGE = 166316 UNIT# 32
YEAR / MAKE / MODEL = 86 FREIGHTLINER CONV6X4
LIC NO. = SP33915_____ENG MODL = NTC400_____ENG SER# = 11334615
DEL DATE = 05-02-86_____DEL MILES = 1

<<< CONDITION >>>
PARTS
<<< CORRECTION >>>
TYPE SRS

<<< CONDITION >>>
PERFORM IN-FRAME OVERHAUL
<<< CORRECTION >>>
TYPE SRS

TOTAL LABOR	949.48
TOTAL PARTS	2279.52

60D	6	3803218	KIT,CYL	1102.98
61D	3	3041993RX	CYL HEAD	784.89
9B	1	3801260	SET,BRG	101.76
62	1	3801330	SET,GSK	88.38
9E	12	214950	BRG,ROD	66.36
GS1	1	5083	GSK,PAN	10.80
GS1	1	157551	GSK,CNN	0.69
9D	1	3029847	SAL,RNG	0.39
FR3	1	DN-P550777	FILTER	17.97
FR4	1	DN-P551670	FILTER	15.72
27	2	KRY-2504	PAINT C/B	6.68
7C	3	JB-13294	GASKET	10.65
9C	6	3054948	RNG,SAL	24.96
FR3	1	DN-P554071	FILTER	9.74
27	1	B21421	LUBRIPLT	4.35
21END	6	FLT/AF128	ANTIFREEZ	26.52
27	2	KRY-2504	PAINT C/B	6.68

3 <<< CONDITION >>>

<<< CORRECTION >>>
TYPE SRS

CONTINUED

LOS ANGELES Freightliner

1031 EAST HOLT BLVD. • ONTARIO, CALIFORNIA 91761
(909) 988-5511

ACCOUNTING
PAGE 2

16B2
11-08-94

REPAIR ORDER NO. R46137

	MISCELLANEOUS SUPPLIES		66.00
R46137	SVC-RETAIL LABOR ONT	340.4	949.48-
R46137	PT TRL SVC TX 775 ON	361.4	2279.52-
	SHOP SUPP COLL-TAX O	727C.4	66.00-
	SALES TAX	227.4	181.78
	PLEASE PAY THIS TOTAL	110.4	3476.78

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B10 (Official Form 10)
(Rev. 12/92)

C 11

"FILED"

"95-14034"

"1379645"

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.id: 1379645

95 MAY 30 PM 2:31

CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY _____ DEPUTY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Holly McCarty

Name and Address Where Notices Should be Sent

Ex. 6 Privacy

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☒ replaces ☐ amends a previously filed claim, dated: 5/5/95

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☒ Wages, salaries, and compensation (Fill out below)
Your social security number Ex. 6 Privacy
Unpaid compensation for services performed from 10-1-94 (date) to 12-31-94 (date)

2. DATE DEBT WAS INCURRED
2-9-95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 577.08
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ 4000.00
Specify the priority of the claim.
☒ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 577.08 (Unsecured) $_____ (Secured) $ 4000.00 (Priority) $ 4577.08 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
5-30-95	Holly McCarty Holly McCarty

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

Cl. 111

EXHIBIT 16 PAGE 221

6-12-95

106032142

EXHIBIT A

SCHEDULE OF COMMISSIONS

EMPLOYEE NAME: Holly McCarty **CASE NO. 18-**

DATE SOLD	CLIENT NAME OR INVOICE NO.	COMMISSION RATE	TOTAL AMT OF SALE	COMMISSION EARNED	COMMISSION PAID	AMOUNT DUE
11/18/94	Geo Remediation # 33510	7% net	1875.00	- 57.00	0	
11/25/94	Geo Remediation # 33509		1212.94	- 61.00	0	
11/2/94	Envirotech # 33506		760.00	53.00	0	
11/3/94	Envirotech # 33505		900.00	63.00	0	
10/19/94	JNY # 33281		1091.96	- 54.00	0	
11/4/94	Norton & Son # 33284		13,944.00	- 440.00	0	
11/3/94	Norton & Son		4056.00	- 120.00	0	
11/14/94	Envirosafe # 33500		1526.00	106.00	0	
11/12/94	Chef America # 33362		1396.50	190.76	0	
11/23/94	Parker Seal # 33514		2625.00	77.00	0	
12/14/94	Inland # 33564		1123.16	54.83	0	
11/15/94	Inland # 33370		1531.62	67.62	0	
11/9/94	Parker Seal # 33513		1208.75	37.01	0	
9/8/94	Pamarco		925.00	41.30	0	
9/7/94	Sterkist # 31531		8310.00	427.13	0	
10/3/94	Pamarco # 33291		1744.00	64.96	0	
10/2/94	Pamarco # 33272		4525.00	120.05	0	
10/3/94	Albert Nobel		577.45	40.42	0	
10/20/94	Key Container # 33625		2537.10	- 98.00	0	
11/22/94	International Med # 33563		10,192.00	- 350.00	0	
11/16/94	Ryke Plastic		3570.00	- 126.00	0	
12/1/94	Hyper Bio Med 33645		23,754.00	- 800.00	0	
11/16/94	Jefferson Smurfit II 33371		1368.57	- 35.00	0	
10/14/94	Jefferson Smurfit 33372		3185.60	- 140.00	0	
10/24/94	Four M		699.04	- 22.00	0	

TOTAL AMOUNT CLAIMED $ 3646.08

- Estimated amt.

See page 2

EXHIBIT A

SCHEDULE OF COMMISSIONS

EMPLOYEE NAME: Holly McCarty **CASE NO. 18-**

DATE SOLD	CLIENT NAME OR INVOICE NO.	COMMISSION RATE	TOTAL AMT OF SALE	COMMISSION EARNED	COMMISSION PAID	AMOUNT DUE
10/24/94	Fourth Manufacturing		1325.12	- 75.00	0	
11/14/94	TDK Elec. 33567		3100.00	- 115.00	0	
11/28/94	AC Petersen 33493		655.41	- 28.00	0	
11/21/94	Bing Yen 33495		875.00	- 39.00	0	
12/20/94	Key Container 33625		2537.10	- 119.00	0	
12/7/94	Star Kist Samoa		8137.71	- 280.00	0	
9/29/94	Pamanco Pacific		5950.00	- 275.00	0	

TOTAL AMOUNT CLAIMED $ 931.00

3646.08

total 4577.00

16

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B10 (Official Form 10)
(Rev. 9/91)

United States Bankruptcy Court CENTRAL District of CA , SANTA ANA	PROOF OF CLAIM	PLEASE CIRCLE CORRECT CHAPTER: 7 {11} 12 13
In re (Name of Debtor) SECURITY ENVIRONMENTAL SYSTEMS, INC	Case Number 95-14034	95 MAY -2 AM 11:07

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY _____ DEPUTY

Name of Creditor
(The person or entity to whom the debtor owes money or property)
ORIX CREDIT ALLIANCE, INC.

Name and Addresses Where Notices Should be Sent

ORIX Credit Alliance, Inc. T4844525
1625 NW AmberGlen Court, Suite 100
Beaverton, OR 97006

Telephone No. 800-289-0001

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
T4844525

Check here if this claim: ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM:
   - ☐ Goods sold
   - ☐ Services performed
   - ☐ Money loaned
   - ☐ Personal injury/wrongful death
   - ☐ Taxes
   - ☒ Other (Describe briefly) — EQUIPMENT LEASE
   - ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
   - ☐ Wages, salaries, and compensations (Fill out below)

   Your social security number _____
   Unpaid compensations for services performed
   from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED:
11/03/94

3. IF COURT JUDGEMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☒ SECURED CLAIM $ 6555.56
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☒ Other (Describe briefly)
BLANKET LIEN
Amount of arrearage and other charges included ~~in secured claim above~~
if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ Contingent
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
- ☐ Wages, salaries, or commissions (up to $2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, (whichever is earlier) — 11 U.S.C. § 507(a)(3)
- ☐ Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(4)
- ☐ Up to $900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. § 507(a)(6)
- ☐ Taxes or penalties of government units — 11 U.S.C. § 507(a)(7)
- ☐ Other — 11 U.S.C. §§ 507(a)(2), (a)(5) — (Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ See Attached Rider (Unsecured) $ 6555.56 (Secured) $ _____ (Priority) $ 6555.56 (Total)

☐ Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS. *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
04/27/95	Bankruptcy Clerk

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both — 18 U.S.C. §§ 152 and 371.

Form 2048
(Rev. 9/91)

17 224

CC-1
5-1-95

RIDER

To the extent that the claim of ORIX Credit Alliance, Inc. ("ORIX") exceed the valuation of the collateral securing that claim, ORIX asserts an unsecured deficiency claim against the debtor.

ORIX

Leasing Service A Division of ORIX Credit Alliance, Inc.

Attachment to Proof of Claim
ORIX Credit Alliance, Inc., Claimant

Computation of Claim

Unpaid Lease Payments			4296.64
Unpaid Sales Tax	7.7500%		332.99
Unpaid Late Charge (Pre-filing)			73.89
Other Charges			106.05
Residual Value of Equipment			1204.55
Sales Tax on Residual	7.7500%		93.35
Collection Costs			1092.59
Repo/Resale Costs			0.00
Resale Proceeds		0.00	
Minus 20% of Cost		(0.00)	
Security Deposit			(644.50)
TOTAL CLAIM			6555.56

LS-2050 1-90

17 226

ORIX Credit Alliance, Inc. (the "Lessor")
Leasing Service Division

1625 N.W. AmberGlen Court, Suite 100
Beaverton, OR 97006-6997 ☎ (800) 289-0001 FAX (800) 289-0002

ORIX

LOG NUMBER: 10-1347

LEASE NUMBER: T-4f-44525-8

FULL LEGAL NAME AND ADDRESS OF LESSEE	SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)
SECURITY ENVIRONMENTAL SYSTEMS, INC. 11015 HEMLOCK AVENUE FONTANA CA 92337	PSI 7200 GARDEN GROVE BLVD. WESTMINISTER CA 92683

EQUIPMENT LEASED

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION
1	LANDA PRESSURE WASHER P6HW5-3000 SN# P0994.4766

THIS EQUIPMENT IS FOR BUSINESS USE ONLY

LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP
SAME SAN BERNADINO

FOR INITIAL TERM OF THIS LEASE

INITIAL TERM OF LEASE (NO. OF MONTHS)	AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	ADVANCE RENT
12 MONTHS	$ 537.08 (PLUS SALES TAX, IF APPLICABLE)	12	$ ---------- (EXCLUSIVE OF SALES TAX)

TERMS AND CONDITIONS OF LEASE

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionately if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or _____ whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of $50.00 upon its acceptance hereof.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE. THIS LEASE IS NONCANCELLABLE FOR THE FULL TERM HEREOF.

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

ACCEPTED AT: BEAVERTON, OR

DATE: 11/3/94

LESSOR:

ORIX CREDIT ALLIANCE, INC.

BY: [signature] FUNDING OFFICER

DATE EXECUTED BY LESSEE: 10-31-94

LESSEE: SECURITY ENVIRONMENTAL SYSTEMS, INC.
11015 HEMLOCK AVENUE
FULL LEGAL NAME

BY: [signature] MARYLIN MIRICK, AUTHORIZED SIGNATURE ADMINISTRATOR TITLE

BY: _____ AUTHORIZED SIGNATURE TITLE

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. The undersigned hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgement against the undersigned (except in any jurisdiction where such action is not permitted by law) for all amounts then due and payable by the undersigned to Lessor under this guaranty.

(Guarantor) Full Legal Signature — No Titles

(Guarantor) Full Legal Signature — No Titles

(Guarantor) Full Legal Signature — No Titles

(Guarantor) Full Legal Signature — No Titles

17 227

[illegible] advance rent be refunded to Lessee. The second rent payment [illegible] shall be due and payable one month after the rent commencement date [illegible] subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay [illegible] on account of the equipment any sums more than thirty days prior to [illegible] rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencem[illegible] an amount equal to 1/15 of 1% of such sums paid for each day [illegible] date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessees obligations to Lessor Lessee may renew this lease for one year, with a monthly renewal rent equal to the AMOUNT OF EACH RENT PAYMENT provided for in this lease for the initial term by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the renewal rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statments or a reproduction hereof as a financing statement. Lessee authorizes Lessor or Lessor's designee to sign one or more financing statements for any security interest described herein and Lessee further authorizes the Lessor to file one or more financing statements reflecting the security interest granted by the Lessee to the Lessor under the within agreement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessees address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment, (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below), (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value", as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at $100 each would have a Present Value of $2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by the Federal Reserve Bank of New York as the discount rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever; and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or satisfy, in whole or in part, Lessees obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessees attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessees obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessees name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessees obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, motor vehicles, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessees employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisement, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment; or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment); or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessees obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise; Lessees interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., Orangeburg, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they [illegible] any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent of employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

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This FINANCING STATEMENT is presented for filing and will remain effective, with certain exceptions, for five years from the date of filing, pursuant to Section 9403 of the California Uniform Commercial Code. C# 9017

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL)
SECURITY ENVIRONMENTAL SYSTEMS, INC.

1A. SOCIAL SECURITY OR FEDERAL TAX N

1B. MAILING ADDRESS
11015 HEMLOCK AVENUE

1C. CITY STATE
FONTANA, CA

1D. ZIP CODE
92337

2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)

2A. SOCIAL SECURITY OR FEDERAL TAX N

2B. MAILING ADDRESS

2C. CITY, STATE

2D. ZIP CODE

3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)

3A. FEDERAL TAX NUMBER

4. SECURED PARTY
NAME Orix Credit Alliance, Inc.
MAILING ADDRESS 1625 NW Amberglen Court, Ste 100
CITY Beaverton STATE OR ZIP CODE 97006

4A. SOCIAL SECURITY NO., FEDERAL TAX N OR BANK TRANSIT AND A.B.A. NO.

5. ASSIGNEE OF SECURED PARTY (IF ANY)
NAME
MAILING ADDRESS
CITY STATE ZIP CODE

5A. SOCIAL SECURITY NO., FEDERAL TAX N OR BANK TRANSIT AND A.B.A. NO.

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

All goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, motor vehicles, contract rights, general intangibles and property of every kind wherever located, now or hereafter belonging to debtor or in which debtor has any interest and any and all proceeds thereof as described in the attached entire agreement and/or in any schedule prepared in connection therewith. This form and/or the attached security agreement and/or schedule are being submitted for filing as a financing statement. Equipment/Lease No: T-48-44525

7. CHECK IF APPLICABLE [X]

7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED [X]

7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM: [ ] [ ] [ ] [ ]

8. CHECK IF APPLICABLE [X] [ ] DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a)

9. X [signature] DATE: Attorney-in-fact
SIGNATURE (S) OF DEBTOR (S)

SECURITY ENVIRONMENTAL SYSTEMS, INC.
TYPE OR PRINT NAME (S) OF DEBTOR (S)

[signature] Attorney-in-fact
SIGNATURE (S) OF SECURED PARTY (IES)

Orix Credit Alliance, Inc.
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)

10. THIS SPACE FOR USE OF FILING OFFICER

9434161298

FILED
SACRAMENTO, CA
NOV 17, 1994 AT 0800

TONY MILLER, ACTING
SECRETARY OF STATE

11. RETURN COPY TO:

NAME DATA FILE SERVICES, INC.
ADDRESS P.O. BOX 275
CITY VAN NUYS, CA 91408-0275
STATE
ZIP CODE
TEL: (818)909-2200 FAX: (818)909-4717

S. H.

(Rev. 5/92)

United States Bankruptcy Court CENTRAL District of CALIFORNIA	PROOF OF CLAIM
In re (Name of Debtor) SECURITY ENVIRONMENTAL SYST.	Case Number SA95-14034JB

NOV 29 1995

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
PACIFIC BELL TAX I.D.# 94-074-5535

Name and Address Where Notices Should be Sent
PACIFIC BELL
177 E. COLORADO BL.
ROOM 212
PASADENA, CA 91105

Telephone No. (800) 404-4474

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

CHAPTER OF BANKRUPTCY CODE UNDER WHICH CASE IS PROCEEDING: Chapter _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
SEE ATTACHED

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☒ Services performed -TELEPHONE SERVICE
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (Describe briefly)
DIRECTORY ADVERTISING

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
4-20-95

3. IF COURT JUDGMENT, DATE OBTAINED:
—

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $ —
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $ —

☒ UNSECURED NONPRIORITY CLAIM $ 3808.75
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ —
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan—U.S.C. § 507(a)(4)
☐ Up to $900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6)
☐ Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7)
☐ Other—11 U.S.C. § 507(a)(2), (a)(5), (a)(8)—(Circle applicable §)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 3808.75 (Unsecured) $ 0 (Secured) $ 0 (Priority) $ 3808.75 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
11/25/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

J. GODINET (COLLECTION REPRESENTATIVE)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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CMD                                    MSG PRNT SEQ NO JNGODIN LA 130612 (I400)
222 588 0557 449 NP     JUL 20 1995 *CSBL LEGB  NF                          NYP  NYP
SCRTY ENVRNMNTL SYSTMS          PB 0720 RT          AC C    DEP 0           CN
% ACO BANKRUPTCY                R1      CT          APS     DOI 050195      CDT 5  183
3470 WILSHIRE BL 413            R2      NT  M       PPD     TAR 0562        CPI
LA CA                           R3 0811 TLP                 TAX FS-SPSDH
90010                       CI
                             U TX                LP          .00 G      RDEP      0
                                TRT HIST 000000000000        WO 1120    CIV
                                RCK HIST 000000000000  PAH              MS
                                PREV BL       1710.90  CUR BL         2755.27
                                 PAY & ADJ PREV BILL     PAY & ADJ CURR BILL
                                DATE  T     AMOUNT      DATE  T      AMOUNT
                                0710  62     1044.37D


PAC          .00
BAL      2755.27
TOT      2755.27                                  CUR DUE       2755.27
RP      NOTATION                                TYPE PN  ACT  FU   BD
                                                                   0795          P
```

18 230

```
CMD                                    MSG PRNT SEQ NO JNGODIN LA 130618 (I400)
909 356 8882 668          JUN 19 1995 *CSBL LEGB  NF                          FON  1MB
SECURITY ENVIRONMENTAL       MP PB 0619 RT          AC B    DEP 0            CN
SYSTEMS INC                     R1      CT          APS     DOI 040194       CDT 2  182
15302 PIPELINE LN               R2      NT  M       PPD     TAR 0232         CPI NOR
HUNTNGTN BCH CA                 R3 0615 TLP                 TAX FSLSPSDH
92649                        CI WASTE DSPL CORP TRT ALFRED 7148926645 *SEE PERM*
                              U TX                LP        .00 M      RDEP    350
                                   TRT HIST 060600060000        WO 1019    CIV 0595
                                   RCK HIST 000000000000  PAH              MS M
                                   PREV BL       1393.64  CUR BL        1447.10
                                    PAY & ADJ PREV BILL     PAY & ADJ CURR BILL
                                   DATE  T      AMOUNT      DATE  T      AMOUNT
                                                            0710  70       343.73
                                                            0727  41         1.43
                                                            0728  70        53.46
PAC          .00                                            0816  05          .10
ATC        27.24
DHC        26.22
CCG        53.46                                           ICS             24.28
BAL      1393.64
TOT      1447.10                                  CUR DUE        1048.38
RP      NOTATION                                TYPE PN  ACT  FU   BD
                                                                   0695          P
```

18 232

```
CMD                                    MSG PRNT SEQ NO JNGODIN LA 130731 (I400)
248 134 0557 360          OCT 20 1995 *CSBL LEGB  NF                        000  NWP
SECURITY ENVRNMNTL SYS          PB 1020 RT          AC B    DEP 0          CN
15302 PIPELINE LN               R1      CT          APS     DOI 010190     CDT 9  182
HNTGNTN BCH CA                  R2      NT  M       PPD     TAR 0563       CPI
                                R3      TLP                 TAX FS-SPSDH
92649-1138                  CI IFWPL MADELYM SCOTTINI OFC M TRT DRU 7148926646
                             U TX                LP         .00 G      RDEP      0
                                  TRT HIST 000000000000  SCH WO 1204    CIV 1194
                                  RCK HIST 000000000000  PAH            MS
                                  PREV BL          5.43  CUR BL          4.40
                                   PAY & ADJ PREV BILL     PAY & ADJ CURR BILL
                                  DATE  T      AMOUNT     DATE  T      AMOUNT


PAC          1.03CR
CCG          1.03CR     +
BAL          5.43
TOT          4.40                                  CUR DUE          4.40
RP      NOTATION                              TYPE PN  ACT  FU    BD
                                                                  1095          P
```

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379763

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.id: 1379763

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

U.S. BANKRUPTCY COURT
FILED
MAY 25 1995
CENTRAL DISTRICT OF CALIFORNIA

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Reed's Trailer Repair

Name and Address Where Notices Should be Sent
Reed's Trailer Repair
7875 Telegraph Rd
Suite 123
Pico Rivera, CA. 90660

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
Security Environmental Systems, Inc. and/or S.E.S.

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☒ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED Various - exhibits 1-45 attached hereto.

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 7,235.93
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 7,235.93 (Unsecured) $_____ (Secured) $_____ (Priority) $ 7,235.93 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
May 23, 1995

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
Earl N. Reed Jr.
EARL N. REED, JR. PRESIDENT

00.88

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

19 234

6 6 95

106036884

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Envionmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 12/02/94 Time 11:48 AM No. 14454 Page 1 Cust. Ref

Pmt. Ref. NET 30 / pay this invoice

Inventory #	Description	Ordered	Unit Price	Extended
	unit#41 lic.#ft95488			
	vin.#540058			
	==========			
	road service @ security environmental			
	weld cracks on frame, strn gussetts @			
	rear, replace broken crossmember @			
	center of trailer, install new mudflap			
35	braket	8.0	35.0000	280.00
	==========parts==========			
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	total labor:$280.00 total parts:$10.00			

Sub-Total :	290.00
Tax :	0.83
Net Due :	290.83
Amt. Paid :	0.00
Balance Due:	290.83

EXHIBIT 1

19 25

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 306-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 12/02/94 Time 2:23 PM No. 14455 Page 1 Cust. Ref

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT.#107			
	==========			
	ROAD SERVICE @ SECURITY ENVIRONMENTAL			
	STRAIGHTEN R/R DOOR LATCH, INSTALL NEW			
35	LOCK LATCH	2.0	35.0000	70.00
	==========PARTS==========			
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	TOTAL LABOR:$70.00 TOTAL PARTS:$10.00			

Sub-Total :	80.00
Tax :	0.83
Net Due :	80.83
Amt. Paid :	0.00
Balance Due:	80.83

EXHIBIT 2

19 236

Reed's Trailer Repair
7375 Telegraph Rd Ste 123
Pico Rivera. Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337

Date 12/05/94 Time 9:50 AM No. 14467 Page 1 Cust. Ref PATRICK

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT.#82542 LIC.#NONE			
	ROAD SERVICE @ SECURITY ENVIRONMENTAL			
	INSTALL DOOR SEAL, REPAIR SEAL ON LID.			
35	LUBE LOCKS & ROLLERS	1.30	35.0000	52.50
	PARTS			
SM	SHOP MAT'L	1.0	10.0000	10.00
	TOTAL LABOR:$52.50 TOTAL PARTS:$10.00			

EXHIBIT 3

Sub-Total :	62.50
Tax :	0.83
Net Due :	63.33
Amt. Paid :	0.00
Balance Due:	63.33

19 237

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 306-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 12/05/94 Time 9:52 AM No. 14468 Page 1 Cust. Ref

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT.#202			
	==========			
35	REPLACE DOOR SEAL, INSTALL LID COVER	4.0	35.0000	140.00
	==========PARTS==========			
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	TOTAL LABOR:$140.00 TOTAL PARTS:$10.00			

EXHIBIT 4

Sub-Total :	150.00
Tax :	0.83
Net Due :	150.83
Amt. Paid :	0.00
Balance Due:	150.83

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 306-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 12/09/94 Time 8:29 AM No. 14477 Page 1 Cust. Ref PATRICK

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT #207			
	REPLACE DOOR SEAL, INSTALL LID, STRAIGHTEN & REWELD LID TRACK,			
35	INSTALL 2 WING NUTS	8.0	35.0000	280.00
	PARTS			
1"AT	ALL THREAD ROD	1.0	3.2900	3.29
7/8LN	LOCK NUT	1.0	1.9000	1.90
7/8FW	FLAT WASHER	1.0	0.4700	0.47
SM	SHOP MAT'L	1.0	10.0000	10.00

TOTAL LABOR $280.00 TOTAL PARTS $15.66

Sub-Total :	295.66
Tax :	1.29
Net Due :	296.95
Amt. Paid :	0.00
Balance Due:	296.95

EXHIBIT 5

19 239

Reed's Trailer Repair
7375 Telegraph Rd Ste 123
Pico Rivera. Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana. CA 92337

Date 12/09/94 Time 8:35 AM No. 14478 Page 1 Cust. Ref PATRICK

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT #8424			
	==========			
	CHECK DOOR SEAL, LUBE ALL HINGES. WELD BROKEN WING NUT. WELD 1 TOP HINGE. PLATE DOOR UNDER LEFT SIDE			
35	REAR DOOR HINGE	3.0	35.0000	105.00
	==========PARTS==========			
SM	SHOP MAT'L	1.0	15.0000	15.00
	==========			
	TOTAL LABOR $105.00 TOTAL PARTS $15.00			

Sub-Total :	120.00
Tax :	1.24
Net Due :	121.24
Amt. Paid :	0.00
Balance Due:	121.24

EXHIBIT 6

19 240

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 12/09/94 Time 8:36 AM No. 14479 Page 1 Cust. Ref PATRICK

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT #8421			
	REPLACE REAR DOOR SEAL, LUBE			
35	ALL HINGES	2.30	35.0000	87.50
	TOTAL LABOR $87.50 NO PARTS			

EXHIBIT 7

Sub-Total	:	87.50
Tax	:	0.00
Net Due	:	87.50
Amt. Paid	:	0.00
Balance Due	:	87.50

19 241

CODE N—NEW U—USED R—REBUILT

2		6 cc	C Channel		7	74
1		SM	Shop Material		10	00

ESTIMATE AMOUNT — PARTS LABOR

AUDITIONAL REPAIRS AUTHORIZATION — ORIG ESTIMATE — DATE — TIME — AM PM — ☐ IN PERSON ☐ PHONE ( ) — NO CALLED

AUTH ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADDL PARTS/LABOR

ADDL PARTS/LABOR

ADDL PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT — (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

EXHIBIT 8

[illegible] X

REED'S TRAILER REPAIR

1620 S. NORWALK BL.
NORWALK, CA 90650
(213) 859-2595 (213) 225-1773

S 4339

REPAIR ORDER

06/03

NAME: Security Environmental Systems — DATE: 12-15-94 — AM PM

ADDRESS — ORDER WRITTEN BY: (PC)

CITY — PHONE

YEAR, MAKE AND MODEL OF AUTO — PHONE WHEN READY: YES ☐ NO ☐

MILEAGE — SERIAL NO. — ENGINE NO. — RETAIN PARTS

LICENSE NUMBER — TERMS — DESTROY PARTS

OPER NO. — DESCRIPTION OF WORK

~~SERVICE:~~

~~Adjust brakes, Air lines, Lube, Check hubs & lines.~~

MAKE 6 Sign Stands — 8 0

Road Service @ SES

GAS, OIL & GREASE — ACCESSORIES, TIRES, ETC.

GALS GAS @

QTS OIL @

LBS GREASE @

TOTAL GAS OIL & GREASE — TOTAL ACCESSORIES

TOTAL LABOR	280	00
TOTAL PARTS	17	74
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX	[illegible]	46
TOTAL AMOUNT	299	20

DELIVERY TO: NET 10th FOLLOWING MONTH

DATE/TIME: 2% PER MONTH ON ALL PAST DUE BALANCES — AM PM

DATE DELIVERED: ADD ALL REASONABLE COSTS, AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY — AM PM

INVOICE COPY

CODE N—NEW U—USED R—REBUILT

QUANTITY									
8FT		1/5 X 3/4 X 3/4	H	ANGLE Steel				3	12

ESTIMATE AMOUNT — PARTS LABOR

ORIG. ESTIMATE — DATE — TIME AM PM — ☐ IN PERSON ☐ PHONE ( ) NO CALLED

AUTH ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS/LABOR

D'L PARTS/LABOR

ADD'L PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X _____ (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS E/C

EXHIBIT 9

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

REED'S TRAILER REPAIR

~~11629 S. NORWALK BL.~~
~~NORWALK, CA 90650~~
~~(213) 862-2505 (213) 225-1773~~

S 4340

REPAIR ORDER

06104

NAME Security Environmental Systems — DATE 12-15-94 AM PM

ADDRESS — ORDER WRITTEN BY (FR)

CITY — PHONE

YEAR MAKE AND MODEL OF AUTO — PHONE WHEN READY YES ☐ NO ☐

MILEAGE — SERIAL NO — ENGINE NO. — RETAIN PARTS

LICENSE NUMBER — TERMS — DESTROY PARTS

#	~~SERVICE~~		
82530	~~Adjust brakes, Air tires, Lube, Check lubs & lites~~		
	REPLACE Door Seal Rear	4	0
	REPLACE one door Seal Retainer	2	0
	Road Service @ SES		

GAS, OIL & GREASE — ACCESSORIES — TIRES & TUBES

GALS GAS @

QTS OIL @

LBS GREASE @

TOTAL GAS, OIL & GREASE — TOTAL ACCESSORIES

TOTAL LABOR	210	00
TOTAL PARTS	3	12
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		26

DELIVERY TO NET 10th FOLLOWING MONTH

DATE PROMISED AM PM

DATE DELIVERED AM

2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

INVOICE COPY

CODE N—NEW U—USED R—REBUILT

QUAN	PART NO.	DESCRIPTION	SALES AMOUNT	COST

C/F

ESTIMATE AMOUNT — PARTS LABOR

ADDITIONAL REPAIRS AUTHORIZATION — ORIG. ESTIMATE — DATE — TIME — A.M. P.M. — IN PERSON — PHONE — NO. CALLED

AUTH. ADDITIONS — APPROVED BY — REFUSED

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT — X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

E/C

EXHIBIT 10

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or [illegible] permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere [illegible] purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, [illegible] to secure the amount of repairs thereto. You will not be held responsible for loss or damage to [illegible] in case of fire, theft, accident or any other cause beyond your control.

X

REED'S TRAILER REPAIR
11820 S. NORWALK BL.
NORWALK, CA 90650
(213) 868-2595 (213) 225-1773

S 4341

REPAIR ORDER

06/05

NAME: Security Environmental Systems — DATE: 12-14-M — A.M. P.M.

ADDRESS — ORDER WRITTEN BY: CE

CITY — PHONE

YEAR MAKE AND MODEL OF AUTO — PHONE WHEN READY: YES ☐ NO ☐

MILEAGE — SERIAL NO. — ENGINE NO. — RETAIN PARTS

LICENSE NUMBER — TERMS — DESTROY PARTS

ORDER NO.	DESCRIPTION OF WORK	
IF	~~SERVICE:~~	
8254	~~Adjust brakes, Air tires, Lube, Check hubs & lites.~~	
	Replace Rear Door Seal	5.5
	Road Service @ SES	

GAS OIL & GREASE	ACCESSORIES	TIRES
GALS GAS @		
QTS OIL @		
LBS GREASE @		
TOTAL GAS OIL & GREASE	TOTAL ACCESSORIES	

TOTAL LABOR	192.50
TOTAL PARTS	
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	

DELIVERY TO — NET 10th FOLLOWING MONTH

DATE PROMISED — 2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS, AND ATTORNEY FEES INCURRED — A.M. P.M.

DATE DELIVERED — IN COLLECTION OF THIS ACCOUNT IF NECESSARY — A.M.

S 4342

REED'S TRAILER REPAIR

~~1800 S. HORWALK BL.~~
~~NORWALK, CA 90650~~
~~(213) 666-2595 (213) 225-1773~~

REPAIR ORDER

• CODE N—NEW U—USED R—REBUILT

QUAN		PART NO	DESCRIPTION	SALES AMOUNT	COST
			C/F		

06106

NAME: Security Environmental Systems
DATE: 12/15/94 AM PM
ADDRESS:
ORDER WRITTEN BY: (DP)
CITY:
PHONE:
YEAR MAKE AND MODEL OF AUTO:
PHONE WHEN READY: YES ☐ NO ☐
MILEAGE: SERIAL NO: ENGINE NO:
RETAIN PARTS:
LICENSE NUMBER: TERMS:
DESTROY PARTS:

ORDER NO	DESCRIPTION OF WORK		
	SERVICE:		
IF	~~Adjust brakes, Air tires, Lube, Check hubs & tires~~		
8750	REPlace Rear door Seal	2	0
	Road Service @ METal Surfaces		

ESTIMATE AMOUNT — PARTS LABOR

ADDITIONAL REPAIRS AUTHORIZATION — ORIG ESTIMATE — DATE — TIME AM PM — ☐ IN PERSON ☐ PHONE — NO CALLED

AUTH ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADDT PARTS LABOR

OL PARTS LABOR

ADDT PARTS LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS: E/C

GALS GAS @
QTS OIL @
LBS GREASE @
TOTAL GAS, OIL & GREASE — TOTAL ACCESSORIES

TOTAL LABOR	70 00
TOTAL PARTS	
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	

DELIVERY TO: NET 10th FOLLOWING MONTH
DATE PROMISED: 2% PER MONTH ON ALL PAST DUE BALANCES AM PM
AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED
DATE DELIVERED: IN COLLECTION OF THIS ACCOUNT IF NECESSARY AM

EXHIBIT 11

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

X

INVOICE COPY

CODE N—NEW U—USED R—REBUILT

C/F

ESTIMATE AMOUNT — PARTS LABOR

AUDITIONAL REPAIRS AUTHORIZATION — ORIG ESTIMATE — DATE — TIME — AM PM — ☐ IN PERSON ☐ PHONE ( ) — NO CALLED

AUTH ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT — X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS E/C

EXHIBIT 12

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and or inspection. An express mechanic's lien is hereby acknowledged on above car. [illegible] to secure the amount of repairs thereto. You will not be held responsible for loss or damage to [illegible] in vehicle in case of fire, theft, accident or any oil or cause beyond your control.

X

REED'S TRAILER REPAIR
~~1060 S. NORWALK~~ BL.
NORWALK, CA ~~90650~~
~~(213) 868-2595 (213) 225-1773~~

S 4343

REPAIR ORDER

06107

NAME: Security Environmental Systems — DATE: 12/15/94 — AM PM

ADDRESS — ORDER WRITTEN BY: 82

CITY — PHONE

YEAR, MAKE AND MODEL OF AUTO — PHONE WHEN READY: YES ☐ NO ☐

MILEAGE — SERIAL NO. — ENGINE NO. — RETAIN PARTS

LICENSE NUMBER — TERMS — DESTROY PARTS

OPERATION	DESCRIPTION OF WORK		
7F	SERVICE:		
	~~Adjust brakes, Air lines, Lube, Check hubs & tires.~~		
8202	Replace Rear door Seal	3	0
	Road Service @ LA		

GALS. GAS @		TOTAL LABOR	105 00
QTS OIL @		TOTAL PARTS	
LBS. GREASE @		ACCESSORIES	
		GAS OIL & GREASE	
TOTAL GAS OIL & GREASE	TOTAL ACCESSORIES	OUTSIDE REPAIRS	
		TOTAL	
		TAX	
		TOTAL AMOUNT	105 00

DELIVERY TO: NET 10th FOLLOWING MONTH

DATE PROMISED: OTHER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY — AM PM

DATE DELIVERED — AM PM

INVOICE COPY

S 4344

REED'S TRAILER REPAIR
~~1020 S. NORWALK BL.~~
NORWALK, CA 90650
(213) ~~863-2595~~ (213) 225-1773

REPAIR ORDER

CODE N—NEW U—USED R—REBUILT

QUAN			DESCRIPTION	SALES AMOUNT	COST
1			Shop mat'l		20

ESTIMATE AMOUNT — PARTS LABOR

AUDITIONAL REPAIR AUTHORIZATION — ORIG ESTIMATE — DATE — TIME — A.M. P.M. — ☐ IN PERSON ☐ PHONE ( ) — NO CALLED

AUTH ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS/LABOR

DL PARTS/LABOR

ADD'L PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS E/C

EXHIBIT 13

NAME Security Environmental System — DATE 13/15/94 — A.M. P.M.

ADDRESS — ORDER WRITTEN BY

CITY — PHONE

YEAR, MAKE AND MODEL OF AUTO — PHONE WHEN READY YES ☐ NO ☐

MILEAGE — SERIAL NO. — ENGINE NO. — RETAIN PARTS

LICENSE NUMBER — TERMS — DESTROY PARTS

06/06

~~SERVICE:~~		
~~Adjust brakes, Air tires, Lube, Check hubs & tires.~~		
MAKE Roll Stand	6	5
Road Service @ SES		

GALS GAS @			
QTS OIL @			
LBS GREASE @			
TOTAL GAS, OIL & GREASE		TOTAL ACCESSORIES	

TOTAL LABOR	227 50
TOTAL PARTS	20 00
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	1 65
TOTAL AMOUNT	249 15

DELIVERY TO NET 10th FOLLOWING MONTH
2% PER MONTH ON ALL PAST DUE BALANCES
AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

DATE PROMISED — A.M. P.M.

DATE DELIVERED — A.M.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

INVOICE COPY

CODE N-NEW O-USED R-REBUILT

QUAN		PART NO.	DESCRIPTION	SALES AMOUNT	COST
1			Shop mat		5

S 4345

REED'S TRAILER REPAIR

~~1920 S. NORWALK BL.~~
~~NORWALK, CA 90650~~
~~(213) 860-2506 (213) 295-1773~~

REPAIR ORDER

06109

NAME	Security Environmental Systems
DATE	12-15-94
ADDRESS	
ORDER WRITTEN BY	
CITY	
PHONE	
YEAR, MAKE AND MODEL OF AUTO	
PHONE WHEN READY	YES ☐ NO ☐
MILEAGE	
SERIAL NO.	
ENGINE NO.	
RETAIN PARTS	
LICENSE NUMBER	FT66739
TERMS	
DESTROY PARTS	

SERVICE	
LUBRICATE	
CHANGE OIL	
CHANGE OIL FILTER	
CHANGE TRANS	
CHANGE DIFF	
TOWING	
ADJUST BRAKES	
TIRES	
WASH	
POLISH	

OPER. NO.	DESCRIPTION OF WORK		
#	SERVICE:		
66	~~Adjust brakes, Air tires, Lube, Check hubs & lites.~~		
	Weld Plackard Bracket		6
	Remove Draw Bar	3	5

ESTIMATE AMOUNT — PARTS LABOR

ORIG. ESTIMATE — DATE — TIME — AM PM — ☐ IN PERSON ☐ PHONE — NO. CALLED

AUTH. ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADDL PARTS LABOR

ADDL PARTS LABOR

ADDL PARTS LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

ACKNOWLEDGE NOTICE AND FINAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

E/C

GAS, OIL & GREASE	ACCESSORIES, TIRES & TUBES
GALS. GAS @	
QTS. OIL @	
LBS. GREASE @	
TOTAL GAS, OIL & GREASE	TOTAL ACCESSORIES

TOTAL LABOR	122	50
TOTAL PARTS	5	00
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		41
TOTAL AMOUNT	127	91

EXHIBIT 14

DELIVERY TO

NET 10th FOLLOWING MONTH

DATE DELIVERED — 2% PER MONTH ON ALL PAST DUE BALANCES — AM PM

DATE DELIVERED — AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY — AM PM

X

INVOICE COPY

4346

REED'S TRAILER REPAIR
~~14920 S. NORWALK BL.~~
NORWALK, CA 90650
~~(210) 868-2595 (213) 225-1775~~

REPAIR ORDER

• CODE N—NEW U—USED R—REBUILT

QUANTITY				SALES AMOUNT	COST
1			Shop Mat'l		5 00

06110

NAME: Security Environmental Systems
DATE: 12/15/94 AM PM
ADDRESS:
ORDER WRITTEN BY: (P)
CITY:
PHONE:
YEAR MAKE AND MODEL OF AUTO:
PHONE WHEN READY YES ☐ NO ☐
MILEAGE: SERIAL NO.: ENGINE NO.:
RETAIN PARTS:
LICENSE NUMBER: TERMS:
DESTROY PARTS:

OPER NO.	DESCRIPTION OF WORK		
II	~~SERVICE:~~		
401	~~Adjust brakes, Air lines, Lube, Check hubs & lines.~~		
	Weld Hole Inside	1	
	Road Service @ ~~[illegible]~~ SES		

ESTIMATE AMOUNT — PARTS LABOR

ADDITIONAL REPAIRS AUTHORIZATION — ORIG. ESTIMATE — DATE — TIME AM PM — ☐ IN PERSON ☐ PHONE ( ) — NO CALLED

AUTH. ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS LABOR

OIL PARTS LABOR

ADD'L PARTS LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS: E/C

XII BIT 15

GALS. GAS @
QTS. OIL @
LBS. GREASE @
TOTAL GAS, OIL & GREASE
TOTAL ACCESSORIES

TOTAL LABOR	35	00
TOTAL PARTS	5	00
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		
TOTAL AMOUNT	40	41

DELIVERY TO: NET 10th FOLLOWING MONTH
DATE AM PM: 2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS, AND ATTORNEY FEES, INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY
DATE DELIVERED AM PM

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, [illegible] the amount of repairs thereto. You will not be held responsible for loss or damage to [illegible] in case of fire, theft, accident or any other cause beyond your control.

INVOICE COPY

CODE: N—NEW, U—USED, R—REBUILT

QUAN.		PART NO.	DESCRIPTION	AMOUNT		COST	
1		S.M.	Shop Material			10	00

REED'S TRAILER REPAIR
11820 S. NORWALK BL.
NORWALK, CA 90650
(213) 868-2595 (213) 225-1773

S 4377

REPAIR ORDER

06111

NAME: Security Enviloment Systems
DATE: 12/14/94 A.M. P.M.
ADDRESS:
ORDER WRITTEN BY: (82)
CITY:
PHONE:
YEAR, MAKE AND MODEL OF AUTO:
PHONE WHEN READY: YES ☐ NO ☐
MILEAGE: SERIAL NO.: ENGINE NO.:
RETAIN PARTS:
LICENSE NUMBER: TERMS:
DESTROY PARTS:

MOTOR NO.	DESCRIPTION OF WORK		
II	SERVICE:		
82401	~~Adjust brakes, Air tires, Lube, Check hubs & lites.~~		
	Straighten Bottom Door Latches	3	.5
	Road Service from Fontana Yard 1		
	5511 District Castrol Oil Co.		

ESTIMATE AMOUNT: PARTS LABOR
ORIG. ESTIMATE: DATE: TIME: A.M. P.M. ☐ IN PERSON ☐ PHONE ( ) NO CALLED
AUTH. ADDITIONS: ☐ APPROVED BY ☐ REFUSED
ADD'L PARTS LABOR
ADD'L PARTS LABOR
ADD'L PARTS LABOR
REVISED ESTIMATE AMOUNT: PARTS LABOR

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

GAS, OIL & GREASE: GALS. GAS @ / QTS. OIL @ / LBS. GREASE @
TOTAL GAS, OIL & GREASE
ACCESSORIES: TIRES & TUBES
TOTAL ACCESSORIES

TOTAL LABOR	105	00
TOTAL PARTS	10	00
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		83
TOTAL AMOUNT	115	83

DELIVERY TO: NET 10th FOLLOWING MONTH
DATE PROMISED: PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY
DATE DELIVERED: A.M. P.M.

EXHIBIT 16

I authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

X

INVOICE COPY

CODE: N—NEW U—USED R—REBUILT

QUAN	PART NO.	DESCRIPTION	SALES AMOUNT	COST
1	SM	Shop Material		10 00

REED'S TRAILER REPAIR

~~11020 S. NORWALK BL.~~
NORWALK, CA 90650
(213) ~~860-2515~~ (213) 225-1773

4378

REPAIR ORDER

NAME	Security Environmental Systems
DATE	12/19/94
ADDRESS	
ORDER WRITTEN BY	
CITY	
PHONE	
YEAR, MAKE AND MODEL OF AUTO	
PHONE WHEN READY	YES ☐ NO ☐
MILEAGE	
SERIAL NO.	
ENGINE NO.	
RETAIN PARTS	
LICENSE NUMBER	F193494
TERMS	
DESTROY PARTS	

SERVICE	
LUBRICATE	
CHANGE OIL	
CHANGE OIL FILTER	
CHANGE TRANS	
CHANGE DIFF	
TOWING	
ADJUST BRAKES	
X TIRES	
WASH	
POLISH	

OPER NO.	DESCRIPTION OF WORK	
#47	~~SERVICE~~	
	~~Adjust brakes, Air tires, Lube, Check hubs & lites~~	
	Install light Bar @ center of Trailer	2.0
	Road Service @ SES	

ESTIMATE AMOUNT — PARTS LABOR

ORIG. ESTIMATE — DATE — TIME — A.M. P.M. — ☐ IN PERSON ☐ PHONE ( ) — NO CALLED

ADDITIONAL PARTS AUTHORIZATION — AUTH. ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS/LABOR

DL PARTS/LABOR

ADD'L PARTS LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

ACKNOWLEDGE NOTICE AND FINAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

EXHIBIT 17

GALS. GAS @

QTS. OIL @

LBS. GREASE @

TOTAL GAS, OIL & GREASE — TOTAL ACCESSORIES

TOTAL LABOR	70 00
TOTAL PARTS	10 00
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	83
TOTAL AMOUNT	80 83

DELIVERY TO NET 10th FOLLOWING MONTH

DATE PROMISED 2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

DATE DELIVERED

INVOICE COPY

S 4386

REED'S TRAILER REPAIR
11020 S. NORWALK BL.
NORWALK, CA 90650
(213) 868-2313 (213) 225-1773

REPAIR ORDER

INVOICE COPY

CODE N—NEW U—USED R—REBUILT

QUANTITY			DESCRIPTION		SALE AMOUNT		COST
1		5m	Shop Material			10	00

06173

NAME: Security Environmental Systems
DATE: 12/20/94
ADDRESS
ORDER WRITTEN BY
CITY
PHONE
YEAR, MAKE AND MODEL OF AUTO
PHONE WHEN READY YES ☐ NO ☐
MILEAGE | SERIAL NO | ENGINE NO.
RETAIN PARTS
LICENSE NUMBER: FIE 5895
TERMS
DESTROY PARTS

#48

SERVICE

~~Adjust brakes, Air tires, Lube, Check hubs & lites~~

Weld Cracked Rear light Bracked 25

LUBRICATE
CHANGE OIL
CHANGE OIL FILTER
CHANGE TRANS
CHANGE DIFF.
TOWING
ADJUST BRAKES
WASH
POLISH

ESTIMATE AMOUNT | PARTS | LABOR
DATE | TIME | AM PM | ☐ IN PERSON ☐ PHONE | NO. CALLED
ADD'L ADDITIONS ☐ APPROVED BY ☐ REFUSED
ADD'L PARTS LABOR
ADD'L PARTS LABOR
ADD'L PARTS LABOR
REVISED ESTIMATE AMOUNT | PARTS | LABOR

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT
X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

EXHIBIT 18

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

GALS. GAS @
QTS. OIL @
LBS. GREASE @
TOTAL GAS, OIL & GREASE
TOTAL ACCESSORIES

TOTAL LABOR	87	50
TOTAL PARTS	10	00
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		83
TOTAL AMOUNT	98	33

DELIVERY TO: NET 10th FOLLOWING MONTH
DATE PROMISED: 2% PER MONTH ON ALL PAST DUE BALANCES AM PM
AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED
DATE DELIVERED: IN COLLECTION OF THIS ACCOUNT IF NECESSARY. AM PM

CODE N—NEW U—USED R—REBUILT

1	SM	Shop Material		10	00

ESTIMATE AMOUNT — PARTS LABOR

ORIG. ESTIMATE — DATE — TIME A.M. P.M. — ☐ IN PERSON ☐ PHONE — NO. CALLED

AUTH. ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

ACKNOWLEDGE NOTICE AND ...AL APPROVAL OF AN IN... ...ASE IN THE ORIGINAL ...IMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

...BIT 19

...authorize the above repair work to be done along with the necessary material, and hereby grant you and/or ... permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere ... of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, ... to secure the amount of repairs thereto. You will not be held responsible for loss or damage to ... or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

X

REED'S TRAILER REPAIR
~~11690 S. NORWALK BL.~~
NORWALK, CA 90650
~~(213) 223-2595 (213) 225-1773~~

S 4387

REPAIR ORDER

NAME	Security Environmental Systems
DATE	12/20/94
ADDRESS	
ORDER WRITTEN BY	
CITY	
PHONE	
YEAR, MAKE AND MODEL OF AUTO	
PHONE WHEN READY	YES ☐ NO ☐
MILEAGE	
SERIAL NO.	
ENGINE NO.	
RETAIN PARTS	
LICENSE NUMBER	CP21975
TERMS	
DESTROY PARTS	

06114

36	~~SERVICE~~	
	~~Adjust brakes, Air tires, Lube, Check hubs & tires.~~	
	Weld Cracked Frame	3 0
	Road Service @ SES	

GALS. GAS @	
QTS. OIL @	
LBS. GREASE @	
TOTAL GAS, OIL & GREASE	
TOTAL ACCESSORIES	

TOTAL LABOR	105 00
TOTAL PARTS	10 00
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	83
TOTAL AMOUNT	115 83

DELIVERY TO NET 10th FOLLOWING MONTH

DATE PROMISED ... MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

DATE DELIVERED

INVOICE COPY

CODE N-NEW U-USED R-REBUILT

		C/F					

ESTIMATE AMOUNT | PARTS LABOR

ORIG. ESTIMATE | DATE | TIME | A.M. P.M. | ☐ IN PERSON ☐ PHONE | NO. CALLED ( )

AUTH. ADDITIONS | ☐ APPROVED BY ☐ REFUSED

ADDL PARTS/LABOR

DL PARTS/LABOR

ADDL PARTS/LABOR

REVISED ESTIMATE AMOUNT | PARTS LABOR

ACKNOWLEDGE NOTICE AND USE APPROVAL OF ALL INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

EXHIBIT 20

[illegible] the above repair work to be done along with the necessary material and hereby grant you and/or [illegible] permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere [illegible] for inspection. An express mechanic's lien is hereby acknowledged on above car, [illegible] the amount of repairs thereto. You will not be held responsible for loss or damage to [illegible] left in vehicle in case of fire, theft, accident or any other cause beyond your control.

[illegible] X

REED'S TRAILER REPAIR
11020 S. NORWALK BL.
NORWALK, CA 90650
(213) 275-5695 (213) 225-1773

4388

REPAIR ORDER

06/01

NAME: Security Environmental Systems | DATE: 12-21-10 | A.M. P.M.

ADDRESS | ORDER WRITTEN BY

CITY | PHONE

YEAR, MAKE AND MODEL OF AUTO | PHONE WHEN READY YES ☐ NO ☐

MILEAGE | SERIAL NO | ENGINE NO | RETAIN PARTS

LICENSE NUMBER | TERMS | DESTROY PARTS

OPER. NO.	DESCRIPTION OF WORK	
104	SERVICE:	
	Adjust brakes, Air tires, Lube, Check hubs & lites.	
	Replace Rear Door Seal	4.0
	Road Service @ SES	

GAS, OIL & GREASE	ACCESSORIES, TIRES & TUBES
GALS. GAS @	
QTS. OIL @	
LBS. GREASE @	
TOTAL GAS, OIL & GREASE	TOTAL ACCESSORIES

TOTAL LABOR	140.00
TOTAL PARTS	
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	
TOTAL AMOUNT	140.00

DELIVERY TO NET 10th FOLLOWING MONTH

DATE PROMISED 2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS, AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY. A.M. P.M.

DATE DELIVERED A.M. P.M.

INVOICE COPY

CODE N—NEW U—USED R—REBUILT

C/F

ESTIMATE AMOUNT PARTS LABOR

ORIG ESTIMATE DATE TIME A M P M ☐ IN PERSON ☐ PHONE ( ) NO CALLED

AUTH ADDITIONS ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS LABOR

D L PARTS LABOR

ADD'L PARTS LABOR

REVISED ESTIMATE AMOUNT PARTS LABOR

ACKNOWLEDGE NOTICE AND ... APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS E/C

EXHIBIT 21

... the above repair work to be done along with the necessary material and hereby grant you and/or employee permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere ... of testing and or inspection. An express mechanic's lien is hereby acknowledged on above car, ... to secure the amount of repairs thereto. You will not be held responsible for loss or damage to ... in case of fire, theft, accident or any other cause beyond your control.

REED'S TRAILER REPAIR
11820 S. NORWALK BL.
NORWALK, CA 90650
(213) 868-2505 (213) 225-1773

S 4404

REPAIR ORDER

NAME Security Environmental Systems	DATE 12/22/94	A M / P M	
ADDRESS	ORDER WRITTEN BY		
CITY	PHONE		
YEAR MAKE AND MODEL OF AUTO	PHONE WHEN READY YES ☐ NO ☐		
MILEAGE / SERIAL NO. / ENGINE NO.	RETAIN PARTS		
LICENSE NUMBER / TERMS	DESTROY PARTS		

OPER NO.	DESCRIPTION OF WORK		
82535	SERVICE:		
	~~Adjust brakes, Air tires, Lube, Check hubs & lites.~~		
	Replace Rear Door Seal	1	5

GAS, OIL & GREASE	ACCESSORIES — TIRES & TUBES
GALS. GAS @	
QTS OIL @	
LBS GREASE @	
TOTAL GAS, OIL & GREASE	TOTAL ACCESSORIES

TOTAL LABOR	52	50
TOTAL PARTS		
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		
TOTAL AMOUNT	52	50

DELIVERY TO NET 10th FOLLOWING MONTH
2% PER MONTH ON ALL PAST DUE BALANCES
AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

DATE PROMISED A M / P M

DATE DELIVERED A M / P M

INVOICE COPY

4405

REED'S TRAILER REPAIR

~~11625 S. NORWALK BL.~~
NORWALK, CA 90650
(213) [illegible] (213) 925-1773

REPAIR ORDER

C/F

Pd 11/19

NAME: Security Environmental Systems
DATE: 12/22/94 A.M. P.M.
ADDRESS
ORDER WRITTEN BY
CITY
PHONE
YEAR MAKE AND MODEL OF AUTO
PHONE WHEN READY YES ☐ NO ☐
MILEAGE
SERIAL NO.
ENGINE NO.
RETAIN PARTS
LICENSE NUMBER
TERMS
DESTROY PARTS

SERVICE	
LUBRICATE	
CHANGE OIL	
CHANGE OIL FILTER	
CHANGE TRANS	
CHANGE DIFF	
TOWING	
ADJUST BRAKES	
TIRES	
WASH	
POLISH	

OPER. NO.	DESCRIPTION OF WORK	
82548	SERVICE:	
	~~Adjust brakes, Air lines, Lube, Check hubs & lites.~~	
	Replace Rear Door Seal	10

TOTAL LABOR	35	00
TOTAL PARTS		
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		
TOTAL AMOUNT	35	00

GALS GAS @	
QTS OIL @	
LBS GREASE @	
TOTAL GAS, OIL & GREASE	TOTAL ACCESSORIES

DELIVERY TO
DATE
DATE OF DELIVERY

NET 10th FOLLOWING MONTH
2% PER MONTH ON ALL PAST DUE BALANCES
AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED
IN COLLECTION OF THIS ACCOUNT IF NECESSARY

INVOICE COPY

ESTIMATE AMOUNT — PARTS / LABOR
ADDITIONAL REPAIRS AUTHORIZATION — ESTIMATE — DATE — TIME A.M. P.M. — ☐ IN PERSON ☐ PHONE ( ) NO CALLED — ☐ APPROVED BY ☐ REFUSED
ADDL PARTS LABOR
ADDL PARTS LABOR
ADDL PARTS LABOR
REVISED ESTIMATE AMOUNT — PARTS / LABOR

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF ALL RELEASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

C/O

EXHIBIT 22

X

REED'S TRAILER REPAIR
~~11020 S. NORWALK BL.~~
~~NORWALK, CA 90650~~
(213) ~~[illegible]~~ (213) ~~[illegible]~~

REPAIR ORDER

4407

PO# 06120

NAME	Security Environmental Systems
DATE	12/22/94
ADDRESS	
ORDER WRITTEN BY	
CITY	
PHONE	
YEAR, MAKE AND MODEL OF AUTO	
PHONE WHEN READY	YES ☐ NO ☐
MILEAGE	SERIAL NO. / ENGINE NO.
RETAIN PARTS	
LICENSE NUMBER	TERMS
DESTROY PARTS	

SERVICES	
LUBRICATE	
CHANGE OIL	
CHANGE OIL	
CHANGE TRANS	
CHANGE DIFF	
TOWING	
ADJUST BRAKES	
X TIRES	
WASH	
POLISH	

COPER NO.	DESCRIPTION OF WORK	
8259	SERVICE:	
	~~Adjust brakes, Air tires, Lube, Check hubs & lites.~~	
	Replace Rear Door Seal	40

ESTIMATE AMOUNT — PARTS LABOR

ADDITIONAL REPAIRS AUTHORIZATION — ORIG. ESTIMATE — DATE — TIME — AM / PM — ☐ IN PERSON NO. CALLED ☐ PHONE ( )

AUTH. ADDITIONS — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

ADD'L PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT — X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

GAS, OIL & GREASE	ACCESSORIES, TIRES & TUBES
GALS GAS @	
QTS OIL @	
LBS GREASE @	
TOTAL GAS, OIL & GREASE	TOTAL ACCESSORIES

TOTAL LABOR	140 00
TOTAL PARTS	
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	
TOTAL AMOUNT	140 00

EXHIBIT 23

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or [illegible] to operate the car, truck or vehicle herein described on streets, highways or elsewhere [illegible] of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, [illegible] the amount of repairs thereto. You will not be held responsible for loss or damage to [illegible] in case of fire, theft, accident or any other cause beyond your control.

[illegible] X

DELIVERY TO — NET 10% FOLLOWING MONTH

DATE PROMISED — 2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED — AM / PM

DATE DELIVERED — IN COLLECTION OF THIS ACCOUNT IF NECESSARY — AM / PM

INVOICE COPY

• CODE N--NEW, U--USED R--REBUILT

10	3/16 Y 1/8 MK	POP Rivets			2 20

REED'S TRAILER REPAIR
~~11820 S. HORWALK BL.~~
~~HORWALK, CA 90650~~
(213) 860-2595 (213) 225-1773

256

S 4408

REPAIR ORDER

PO 06121

NAME Security Environmental System
DATE 12/22/94 A.M. P.M.
ADDRESS
ORDER WRITTEN BY
CITY
PHONE
YEAR, MAKE AND MODEL OF AUTO
PHONE WHEN READY YES ☐ NO ☐
MILEAGE SERIAL NO ENGINE NO.
RETAIN PARTS
LICENSE NUMBER TERMS
DESTROY PARTS

LUBRICATE		
CHANGE OIL		
CHANGE OIL & FILTER		
CHANGE TRANS		
CHANGE DIFF		
TOWING		
ADJUST BRAKES		
X TIRES		
WASH		
POLISH		

LOPER NO.	DESCRIPTION OF WORK	
82527	~~SERVICE:~~	
	~~Adjust brakes, Air tires, Lube, Check hubs & lites.~~	
	Replace Rear Door Seal	6.5
	Road Service @ SES	

ESTIMATE AMOUNT PARTS LABOR

ORIG. ESTIMATE DATE TIME A.M. P.M. ☐ IN PERSON ☐ PHONE ( ) NO CALLED

AUTH. ADDITIONS ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS LABOR

D.L. PARTS LABOR

ADD'L PARTS LABOR

REVISED ESTIMATE AMOUNT PARTS LABOR

ACKNOWLEDGE NOTICE AND ... APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

GALS GAS @
QTS. OIL @
LBS GREASE @

TOTAL GAS, OIL & GREASE TOTAL ACCESSORIES

TOTAL LABOR	227 50
TOTAL PARTS	2 20
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	18
TOTAL AMOUNT	229 88

INVOICE COPY

EXHIBIT 24

... the above is a part work to be done along with the necessary material, and hereby grant you and/or ... permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere ... of testing and or inspection. An express mechanic's lien is hereby acknowledged on above car, ... to secure the amount of repairs thereto. You will not be held responsible for loss or damage to ... in case of fire, theft, accident or any other cause beyond your control.

X

DELIVERY TO NET 10th FOLLOWING MONTH
DATE CROSSED 2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS, AND ATTORNEY FEES INCURRED
DATE DELIVERED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

CODE: N—NEW/AD—USED R—REBUILT

QUANTITY		DESCRIPTION				AMOUNT
40	7/Box	1/8	Pop Rivets			6 00

ESTIMATE AMOUNT PARTS LABOR

ORIG ESTIMATE DATE TIME AM PM ☐ IN PERSON ☐ PHONE ( ) NO CALLED

AUTH ADDITIONS ☐ APPROVED BY ☐ REFUSED

ADDL PARTS/LABOR

ADDL PARTS/LABOR

ADDL PARTS/LABOR

REVISED ESTIMATE AMOUNT PARTS LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

C/C

EXHIBIT 25

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere in the course of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, and I agree to pay the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accidents or any other cause beyond your control.

DATE OF DELIVERY X

REED'S TRAILER REPAIR

~~14170 S. NORWALK BL.~~
~~NORWALK, CA. 90650~~
~~(213) 666-2575~~ (213) 225-1773

S 4435

REPAIR ORDER

PO# 010127

NAME Security Environmental Systems DATE 12/28/90 AM PM

ADDRESS ORDER WRITTEN BY

CITY PHONE

YEAR, MAKE AND MODEL OF AUTO PHONE WHEN READY YES ☐ NO ☐

MILEAGE SERIAL NO. ENGINE NO. RETAIN PARTS

LICENSE NUMBER TERMS DESTROY PARTS

QUANTITY	DESCRIPTION
82518	SERVICE:
	~~Adjust brakes; Air lines; tube; Check hubs & lites.~~
	Replace Rear door Seal
	Road Service @ SES in Fontana

GALS GAS @			
QTS OIL @			
LBS GREASE @			
TOTAL GAS, OIL & GREASE		TOTAL ACCESSORIES	

DELIVERY TO NET 10th FOLLOWING MONTH

DATE 1.5% PER MONTH ON ALL PAST DUE BALANCES AM PM

AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED

DATE OF DELIVERY IN COLLECTION OF THIS ACCT. IF NECESSARY AM PM

TOTAL LABOR	157	50
TOTAL PARTS	6	00
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX	0	50
TOTAL AMOUNT	164	00

INVOICE COPY

CODE: N NEW O USED R REBUILT

QUAN.	PART NO.	DESCRIPTION	LABOR	PRICE
110	3/16x1 1/4	Pop Rivets		6 00

REED'S TRAILER REPAIR
~~11880 S. NORWALK BL.~~
~~NORWALK, CA 90650~~
~~(213) 868-2595 (213) 995-1773~~

S 4437

REPAIR ORDER

P.O.# 061128

NAME: Security Environmental Systems
DATE: 10/28/94 A.M. P.M.
ADDRESS
ORDER WRITTEN BY
CITY
PHONE
YEAR, MAKE AND MODEL OF AUTO
PHONE WHEN READY YES ☐ NO ☐
MILEAGE | SERIAL NO. | ENGINE NO.
RETAIN PARTS
LICENSE NUMBER | TERMS
DESTROY PARTS

ADVISED	DESCRIPTION OF WORK TO BE DONE
107	SERVICE:
	~~Adjust brakes, Air lines, Lubes, Check tires & lites.~~
	Replace Rear door Seal.
	Road Service @ SES Fontana

SERVICE		
LUBRICATE		
CHANGE OIL		
CHANGE OIL & FILTER		
CHANGE TRANS		
CHANGE DIFF.		
TOWING		
ADJUST BRAKES		
WASH		
POLISH		
		30

ESTIMATE AMOUNT | PARTS | LABOR

ORIG. ESTIMATE | DATE | TIME A.M. P.M. | ☐ IN PERSON ☐ PHONE ( ) | NO CALLED

ADDITIONAL REPAIRS AUTHORIZATION | AUTH. ADDITIONS ☐ APPROVED BY ☐ REFUSED

ADDL PARTS LABOR

ADDL PARTS LABOR

ADDL PARTS LABOR

REVISED ESTIMATE AMOUNT | PARTS | LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

EXHIBIT 26

GALS. GAS @			
QTS. OIL @			
LBS. GREASE @			
TOTAL GAS, OIL & GREASE		TOTAL ACCESSORIES	

TOTAL LABOR	105 00
TOTAL PARTS	6 00
ACCESSORIES	0
GAS, OIL & GREASE	0
OUTSIDE REPAIRS	0
TOTAL	
TAX	0 50
TOTAL AMOUNT	111 50

INVOICE COPY

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and for inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the above vehicle or its contents in case of fire, theft, accident or any other cause beyond your control.

DATE PROMISED X

DELIVERY TO

NET 10th FOLLOWING MONTH

DATE PROMISED A.M. P.M.

1.5% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

DATE PROMISED A.M. P.M.

S 4438

REED'S TRAILER REPAIR
11020 S. NORWALK BL.
NORWALK, CA 90650
(213) 868-2525 (213) 225-1773

REPAIR ORDER

P.O.# 06124

QTY	PART NO.	DESCRIPTION	AMOUNT
110	5/16 x 7/8	Pop Rivets	4.40
1	1"	Hex. Nut	1.38
2	1"	Flat Washer	1.44
1	1"		3.29
1	Sm	Shop material	10.00

ESTIMATE AMOUNT — PARTS / LABOR

ORIG. ESTIMATE — DATE — TIME — AM/PM — IN PERSON — NO. CALLED — PHONE

AUTH. ADDITIONS — APPROVED BY — REFUSED

ADD'L PARTS/LABOR

REVISED ESTIMATE AMOUNT — PARTS / LABOR

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT

X ______ (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

EXHIBIT 27

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

AUTHORIZED BY X

NAME: Security Environmental Systems
DATE: 12/28/91
ADDRESS:
ORDER WRITTEN BY:
CITY:
PHONE:
YEAR, MAKE AND MODEL OF AUTO:
PHONE WHEN READY: YES ☐ NO ☐
MILEAGE: SERIAL NO: ENGINE NO:
RETAIN PARTS:
LICENSE NUMBER: TERMS:
DESTROY PARTS:

OPER. NO.	DESCRIPTION OF WORK		
8253	SERVICE:		
	~~Adjust Brakes; Air lines; Lubes; Check hubs & tires;~~		
	Replace Rear door Seal		
	Install door latch	4	5
	INSPECTION AND ADJUSTMENT EACH 5000 MILES		
	Road Service @ SES in Fontana		

LUBE & OIL CHANGE	
CHANGE OIL	
CHANGE OIL FILTER	
CHANGE TRANS.	
CHANGE DIFF.	
TOWING	
ADJUST BRAKES	
WASH	
POLISH	

GAS, OIL & GREASE	ACCESSORIES / TIRES & TUBES
GALS. GAS @	
QTS. OIL @	
LBS. GREASE @	
TOTAL GAS, OIL & GREASE	TOTAL ACCESSORIES

DELIVERY TO: NET 10th FOLLOWING MONTH

2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED IN COLLECTION OF THIS ACCOUNT IF NECESSARY

TOTAL LABOR	137.50
TOTAL PARTS	20.51
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TOTAL	
TAX	1.69
TOTAL AMOUNT	179.70

INVOICE COPY

CODE IN—NEW U—USED R—REBUILT

40	3/16x1/8	Pop Rivets	3	60

REED'S TRAILER REPAIR
11820 S. NORWALK BL.
NORWALK, CA 90650
(213) 868-9595 (213) 225-1773

4439

REPAIR ORDER

P.O.# 06125

NAME: Security Environmental System
DATE: 12/28/94 A.M. P.M.
ADDRESS:
ORDER WRITTEN BY:
CITY:
PHONE:
YEAR, MAKE AND MODEL OF AUTO:
PHONE WHEN READY: YES ☐ NO ☐
MILEAGE: SERIAL NO.: ENGINE NO.:
RETAIN PARTS:
LICENSE NUMBER: TERMS:
DESTROY PARTS:

LUBRICATE			
CHANGE OIL			
CHANGE OIL FILTER			
CHANGE TRANS			
CHANGE DIFF			
TOWING			
ADJUST BRAKES			
X TIRES			
WASH			
POLISH			

82510	~~SERVICE:~~		
	~~Adjust brakes, Air tires, Lube, Check hubs & tires.~~		
	Replace Rear door Seal	4	0
	Road Service @ SES Fontana		

ESTIMATE AMOUNT — PARTS LABOR

ORIGINAL ESTIMATE — DATE — TIME — A.M. P.M. — ☐ IN PERSON ☐ PHONE — NO. CALLED

ADDITIONAL ESTIMATE — ☐ APPROVED BY ☐ REFUSED

ADD'L PARTS LABOR

ADD'L PARTS LABOR

ADD'L PARTS LABOR

REVISED ESTIMATE AMOUNT — PARTS LABOR

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE AMOUNT X (SIGNATURE OR INITIALS)

OUTSIDE REPAIRS

GAS, OIL & GREASE

GALS. GAS @

QTS. OIL @

LBS. GREASE @

TOTAL GAS, OIL & GREASE — TOTAL ACCESSORIES

TOTAL LABOR	140	00
TOTAL PARTS	3	60
ACCESSORIES		
GAS, OIL & GREASE		
OUTSIDE REPAIRS		
TOTAL		
TAX		30
TOTAL AMOUNT	143	90

INVOICE COPY

DELIVERY TO: NET 10th FOLLOWING MONTH

DATE PROMISED: 2% PER MONTH ON ALL PAST DUE BALANCES AND ALL REASONABLE COSTS AND ATTORNEY FEES INCURRED

DATE DELIVERED: IN COLLECTION OF THIS ACCOUNT IF NECESSARY

BIT 28

... the sus the above repair work to be done along with the necessary material and hereby grant you and/or ... permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere ... of testing and or inspection. An express mechanic's lien is hereby acknowledged on above car, ... to secure the amount of repairs thereto. You will not be held responsible for loss or damage to ... left in vehicle in case of fire, theft, accident or any other cause beyond your control.

X

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera. Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana. CA 92337
Date 12/28/94 Time 3:03 PM No. 20237 Page 1 Cust. Ref #061210

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT.#502			
	STRAIGHTEN & REPAIR DOOR FRAME, REPLACE			
35	DOOR SEAL	14.0	35.0000	490.00
	PARTS			
3/16X1APR	POP RIVETS	30.0	0.1100	3.30
1/4X2FB	FLAT BAR	3.0	2.8500	8.55
3/8X3FB	FLAT BAR	6.0	4.5800	27.48
SM	SHOP MAT'L	1.0	120.6700	120.67
GP	PAINT SUPPLY	1.0	15.0000	15.00

TOTAL LABOR:$490.00 TOTAL PARTS:$175.00

EXHIBIT 29

19 263

Sub-Total :	665.00
Tax :	14.44
Net Due :	679.44
Amt. Paid :	0.00
Balance Due:	679.44

Reed's Trailer Repair
7875 Telegraph Rd Ste 120
Pico Rivera, Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 02/14/95 Time 2:26 PM No. 20619 Page 1 Cust. Ref PATRICK OWE

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	INSTALL DRAW BAR			
35	126" LONG	12.0	35.0000	420.00
	==========PARTS==========			
1/4X2X3ST	SQUARE TUBING	26.0	4.3200	112.32
3/8X5FB	FLAT BAR	2.0	2.4700	4.94
W550	PAINT SUPPLY	1.0	22.7400	22.74
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	TOTAL LABOR $420.00 TOTAL PARTS $150.00			

EXHIBIT 30

Sub-Total	:	570.00
Tax	:	12.38
Net Due	:	582.38
Amt. Paid	:	0.00
Balance Due	:	582.38

19 204

Reed's Trailer Repair
7373 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 306-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 02/20/95 Time 1:20 PM No. 14686 Page 1 Cust. Ref PER STEVE

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#86 LIC.#FT66739			
	VIN.#P077124			
	ROAD SERVICE @ SES			
86	INSTALL DRAW BAR	2.30	38.0000	87.50
	PARTS			
1/4SR	STEEL ROD	4.0	2.0500	8.20
	TOTAL LABOR:$87.50 TOTAL PARTS:$8.20			

Sub-Total :	95.70
Tax :	0.68
Net Due :	96.38
Amt. Paid :	0.00
Balance Due:	96.38

EXHIBIT 31

19 265

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 03/02/95 Time 2:16 PM No. 14776 Page 1 Cust. Ref Patrick Owens

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#32316 LIC.#NONE			
	VIN.#NONE			
	==========			
	ROAD SERVICE & SECURITY ENVIRON ON 2/14			
	REPLACE CENTER BRACE & STRAIGHTEN			
35	REAR LID	5.0	35.0000	175.00
	==========PARTS==========			
6"CC	C-CHANNEL	10.0	3.9800	39.80
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	TOTAL LABOR $175.00 TOTAL PARTS $49.80			

Sub-Total :	224.80
Tax :	4.11
Net Due :	228.91
Amt. Paid :	0.00
Balance Due:	228.91

EXHIBIT 32

19 266

Reed's Trailer Repair
7675 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 03/02/95 Time 2:23 PM No. 14777 Page 1 Cust. Ref Patrick Owens

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#503 LIC.#NONE VIN.#NONE ==========			
	ROAD SERVICE @ SECURITY ENVIRON ON 2/13 & 2/14 CUT SECTION OUT OF FLOOR. PLATE FLOOR @ REAR			
35	48" X 36"	8.0	35.0000	280.00
	PLATE NOSE OF BIN			
35	48" X 32"	8.0	35.0000	280.00
	==========PARTS==========			
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	TOTAL LABOR $560.00 TOTAL PARTS $10.00			

Sub-Total	:	570.00
Tax	:	0.83
Net Due	:	570.83
Amt. Paid	:	0.00
Balance Due	:	570.83

EXHIBIT 33

EX 24 267

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2627

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 03/17/95 Time 2:58 PM No. 14934 Page 1 Cust. Ref VBL/PAT Owe

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#78 LIC.#DT85866			
	VIN.#HJ008707			
	==========			
	ROAD SERVICE @ SECURITY IN FONTANA			
	ON 3/15			
35	P.M./FHWA	1.0	35.0000	35.00
	==========PARTS==========			
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $35.00 TOTAL PARTS $6.05			

EXHIBIT 34

Sub-Total	:	41.05
Tax	:	0.50
Net Due	:	41.55
Amt. Paid	:	0.00
Balance Due	:	41.55

19 268

Reed's Trailer Repair
7373 Telegraph Rd Ste 120
Pico Rivera, Ca. 90660
(310) 806-2927

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 03/17/95 Time 3:05 PM No. 14935 Page 1 Cust. Ref Yay/Pat Owens

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	UNIT #502 BIN			
	==========			
	ROAD SERVICE @ SECURITY IN FONTANA			
	ON 3/15			
	INSTALL LADDER @ NOSE			
35	OF BIN	2.0	35.0000	70.00
35	REPAIR CUT INSIDE	0.45	35.0000	26.25
	==========PARTS==========			
SM	SHOP MAT'L	1.0	20.0000	20.00
	==========			
	TOTAL LABOR $96.25 TOTAL PARTS $20.00			

Sub-Total :	116.25
Tax :	1.65
Net Due :	117.90
Amt. Paid :	0.00
Balance Due:	117.90

EXHIBIT 35

19 269

Reed's Trailer Repair
7873 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2[illegible]7

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337

Date 03/17/95 Time 3:03 PM No. 14936 Page 1 Cust. Ref VBL/PAT OWENS

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#74 LIC.#FT58390			
	VIN.#GE024415			
	==========			
	ROAD SERVICE @ SECURITY IN FONTANA			
	ON 3/15			
35	P.M./FHWA	1.0	35.0000	35.00
35	REPL R/F WHEEL SEAL	1.30	35.0000	52.50
	==========PARTS==========			
42523	WHEEL SEAL	1.0	17.5500	17.55
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $87.50 TOTAL PARTS $23.60			

Sub-Total :	111.10
Tax :	1.95
Net Due :	113.05
Amt. Paid :	0.00
Balance Due:	113.05

EXHIBIT 36

14 370

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2827

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337

Date 03/20/95 Time 7:56 AM No. 14940 Page 1 Cust. Ref VBC/PATOWEN

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#83 LIC.#FT76889			
	VIN.#CT001124			
	==========			
	ROAD SERVICE @ SECURITY ON 3.16			
35	P.M./FHWA	1.0	35.0000	35.00
	==========PARTS==========			
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $35.00 TOTAL PARTS $6.05			

EXHIBIT 37

Sub-Total :	41.05
Tax :	0.50
Net Due :	41.55
Amt. Paid :	0.00
Balance Due:	41.55

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 306-2927

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 03/20/03 Time 7:50 AM No. 14050 Page 1 Cust. Ref VGL/PAT OWE

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#86 LIC.#FT81382			
	VIN.#XJ9007203			
	==========			
	ROAD SERVICE & SECURITY ON 3/18			
35	P.M./FHWA	1.0	35.0000	35.00
	==========PARTS==========			
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $35.00 TOTAL PARTS $6.05			

Sub-Total :	41.05
Tax :	0.50
Net Due :	41.55
Amt. Paid :	0.00
Balance Due:	41.55

EXHIBIT 38

19 272

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-1927

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 03/20/95 Time 8:00 AM No. 14851 Page 1 Cust. Ref VBL/Pat Owens

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#82 LIC.#DT85385			
	VIN.#L1077108			
	==========			
	ROAD SERVICE @ SECURITY ON 3/16			
35	P.M./FHWA	1.0	35.0000	35.00
	WELD CRACK @ R/R			
35	FENDER	1.30	35.0000	52.50
	REPLACE FRONT X-MEMBER,			
	WELD CRACK @ CENTER			
35	X-MEMBER	1.0	35.0000	35.00
	==========PARTS==========			
4"CC	C-CHANNEL	3.0	2.4000	7.20
SM	SHOP MAT'L	1.0	10.0000	10.00
HUB.OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $122.50 TOTAL PARTS $23.25			

EXHIBIT 39

Sub-Total :	145.75
Tax :	1.92
Net Due :	147.67
Amt. Paid :	0.00
Balance Due:	147.67

19 273

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2927

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337

Date 03/20/95 Time 8:12 AM No. 14052 Page 1 Cust. Ref. NEW/PAT OWEN

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#82531 LIC.#NONE			
	VIN.#NONE			
	==========			
	ROAD SERVICE @ SECURITY ON 3/16			
	STRAIGHTEN TWIST LOCK & WELD			
35	CHAIN ON LID	2.30	35.0000	87.50
	==========PARTS==========			
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	TOTAL LABOR $87.50 TOTAL PARTS $10.00			

Sub-Total :	97.50
Tax :	0.83
Net Due :	98.33
Amt. Paid :	0.00
Balance Due:	98.33

EXHIBIT 40

19 274

Reed's Trailer Repair
7373 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2827

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337

Date 03/21/95 Time 12:26 PM No. 14972 Page 1 Cust. Ref PAT OWENS

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#60 LIC.#FT85497			
	VIN.#1068840			
	==========			
	ROAD SERVICE @ SES ON 3/17			
35	P.M./FHWA	1.0	35.0000	35.00
35	REPL CB/S SANDSHOE	0.30	35.0000	17.50
	==========PARTS==========			
5-300	SANDSHOE	1.0	7.1800	7.18
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $52.50 TOTAL PARTS $13.23			

Sub-Total :	65.73
Tax :	1.09
Net Due :	66.82
Amt. Paid :	0.00
Balance Due:	66.82

EXHIBIT 41

19 275

Reed's Trailer Repair
7375 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 808-2827

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 03/21/95 Time 12:27 PM No. 14973 Page 1 Cust. Ref PAT OWENS

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#87 LIC.#FT31380			
	VIN.#J9009555			
	==========			
	ROAD SERVICE @ SES ON 3/17			
35	P.M:/FHWA	1.0	35.0000	35.00
	==========PARTS==========			
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $35.00 TOTAL PARTS $6.05			

Sub-Total :	41.05
Tax :	0.50
Net Due :	41.55
Amt. Paid :	0.00
Balance Due:	41.55

EXHIBIT 42

19 276

Reed's Trailer Repair
7875 Telegraph Rd Ste 120
Pico Rivera, Ca. 90660
(310) 306-2427

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337

Date 03/21/95 Time 1:30 PM No. 14974 Page 1 Cust. Ref PAT OWENS

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#88 LIC.#FT86739			
	VIN.#P077124			
	==========			
	ROAD SERVICE @ SES ON 3/17			
35	P.M./FHWA	1.0	35.0000	35.00
35	WELD CRACKS ON FRAME	1.30	35.0000	52.50
	==========PARTS==========			
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
SM	SHOP MAT'L	1.0	10.0000	10.00
	==========			
	TOAL LABOR $87.50 TOTAL PARTS $16.05			

Sub-Total	:	103.55
Tax	:	1.32
Net Due	:	104.87
Amt. Paid	:	0.00
Balance Due	:	104.87

EXHIBIT 43

19 277

Reed's Trailer Repair
7873 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2327

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337

Date 03/21/95 Time 1:41 PM No. 14975 Page 1 Cust. Ref PAT OWENS

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#65 LIC.#1JV8249			
	VIN.#3276			
	==========			
	ROAD SERVICE @ SES ON 3/17			
35	P.M./FHWA	1.0	35.0000	35.00
	==========PARTS==========			
HUB OIL	HUB OIL	1.0	1.5500	1.55
HD GREASE	HEAVY DUTY GREASE	1.0	4.5000	4.50
	==========			
	TOTAL LABOR $35.00 TOTAL PARTS $6.05			

EXHIBIT 44

Sub-Total :	41.05
Tax :	0.50
Net Due :	41.55
Amt. Paid :	0.00
Balance Due:	41.55

19 278

Reed's Trailer Repair
7875 Telegraph Rd Ste 123
Pico Rivera, Ca. 90660
(310) 806-2527

R E C E I P T

SES
Security Environmental Systems, Inc.
Patrick Owens
11015 Hemlock Ave.
Fontana, CA 92337
Date 04/04/96 Time 7:31 AM No. 15090 Page 1 Cust. Ref PAT OWENS

Pmt. Ref. NET 30 / PAY THIS INVOICE

Inventory #	Description	Ordered	Unit Price	Extended
	TRL.#8423 LIC.#NONE			
	VIN.#NONE			
	==========			
	ROAD SERVICE @ SECURITY ENVIRON ON 3/30			
35	REPLACE DOOR HINGES	5.0	35.0000	175.00
	==========PARTS==========			
1/2X3FB	FLAT BAR	10.0	2.4700	24.70
1 1/4ST	SQUARE TUBING	10.0	0.6500	6.50
1"SR	STEEL ROD	10.0	1.5300	15.30
	==========			
	TOTAL LABOR $175.00 TOTAL PARTS $46.50			

Sub-Total	:	221.50
Tax	:	3.84
Net Due	:	225.34
Amt. Paid	:	0.00
Balance Due:		225.34

EXHIBIT 45

19 PE 279

PAGE 1

SANIFILL, INC.
CALIFORNIA ASBESTOS MONOFILL
P.O. BOX 127
COPPEROPOLIS CA 95228
PHONE: 800/832-4031

INVOICE# 0004548

ACCOUNT# 5047795

DATE: Mar 24, 1995

SECURITY ENVIRONMENTAL SYSTEMS
15302 PIPELINE LANE

HUNTINGTON BEAC CA 92649

TICKET#	DATE	LANDFILL	TRUCK#	QTY	TYPE	FEE/TAX	RATE	AMOUNT
33204	03/24/95	CALIFORNIA ASBESTOS	7795	37.00 YDS	ACW/F	1.41	23.580	924.81
	GEN#: CA9570025149	GEN: VANDENBERG AFB			MAN#: 91491329			

AN * IN THE AMOUNT COLUMN INDICATES THAT ADDITIONAL CHARGES WERE INCURRED ON THAT TICKET - SEE DRIVERS TICKET FOR DETAILS

NET 30. Outstanding balance due subject to 1.5% liquidated damages per month. All legal fees necessary to collect past due balances will be paid by debtor.

TOTAL TONS: 0
TOTAL YARDS: 37.00
AMOUNT DUE: 924.81

22 297 TOTAL

Sanifill, Inc.

WASTE MANAGEMENT

SANIFILL, INC.
CALIFORNIA ASBESTOS MONOFILL
P.O. BOX 127
COPPEROPOLIS CA 95228
PHONE: 800/852-4031

PAGE 1

INVOICE# 0004566

ACCOUNT# 5047795

DATE: Mar 30, 1995

SECURITY ENVIRONMENTAL SYSTEMS
15302 PIPELINE LANE

HUNTINGTON BEAC CA 92649

TICKET#	DATE	LANDFILL	TRUCK#	QTY	TYPE	FEE/TAX	RATE	AMOUNT
33312	03/29/95	CALIFORNIA ASBESTOS	7795	49.00 YDS	ACW/F	1.41	23.580	1,224.75
	GEN#: CA7170024775	GEN: U.S. Navy			MAN#: 95306129			
33313	03/29/95	CALIFORNIA ASBESTOS	7795	10.00 YDS	ACW/F	1.41	23.580	249.95
	GEN#: CA9570025149	GEN: VANDENBERG AFB			MAN#: 95306104			

AN * IN THE AMOUNT COLUMN INDICATES THAT ADDITIONAL CHARGES WERE INCURRED ON THAT TICKET - SEE DRIVERS TICKET FOR DETAILS

NET 30. Outstanding balance due subject to 1.5% liquidated damages per month. All legal fees necessary to collect past due balances will be paid by debtor.

TOTAL TONS: 0
TOTAL YARDS: 59.00
AMOUNT DUE: 1,474.70

PAID

TOTAL

22 206

Sanifill, Inc.

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

96

1368259

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Original
BY: _____ DEPUTY

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1368259

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Signal Environmental Services, Inc.

Name and Address Where Notices Should be Sent
Signal Environmental Service, Inc.
Attn: Robert Hunter
PO Box 4270
Chattanooga, TN. 37406

Telephone No. 615-265-9551

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
SA-95-14034-JB

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
12/12/94 - 3/8/95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $ _____

☐ UNSECURED NONPRIORITY CLAIM $ _____
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☒ UNSECURED PRIORITY CLAIM $ 43,075.47
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a) _____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 43,075.47 (Unsecured) $ _____ (Secured) $ _____ (Priority) $ 43,075.47 (Total)

☒ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5/11/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
Robert W. Hunter Vice President

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

U241

108057870

EXHIBIT 23 299

1.19.96

SIGNAL ENVIRONMENTAL SERVICES, INC.
P.O. Box 4270
Chattanooga, TN 37405

DATE: 4-14-95
INVOICE #: Statement
TERMS: Due Upon Receipt

REMIT TO: P.O. Box 4539
Chattanooga, TN 37405-0539

CUSTOMER: Security Environmental Services, Inc.
15302 Pipeline Lane
Huntington Beach, CA 92649-1138

PROJECT NAME: Albany MCB Waste Paint Tank Cleaning
PROJECT ADDRESS: Albany Marine Corps Base, Albany, Georgia

PROJECT #: AMCB-1

STATEMENT OF ACCOUNT		SUBTOTAL
Invoice 908		$39,856.76
Interest Charges		
• Jan. 12, 1995, 1.5% Interest on $39,856.76	$597.85	
• Feb. 12, 1995, 1.5% Interest on $40,454.61 ($39,856.76 + $597.85)	$606.82	
• March 12, 1995, Interest on $41,061.43 ($40,454.61 + $606.82)	$615.92	
• April 12, 1995, Interest on $41,677.35 ($41,061.43 + $615.92)	$625.16	
Total Interest Charges for Invoice 908		$2,445.75
Invoice 956		$10,761.54
Payment Received		($10,000.00)
Interest Charges		
• April 8, 1995, 1.5% Interest on $761.54	$11.42	
Total Interest Charges for Invoice 956		$11.42
TOTAL AMOUNT DUE		$43,075.47

23 300

SIGNAL ENVIRONMENTAL SERVICES, INC.
P.O. Box 4270
Chattanooga, TN 37405

DATE: 4-14-95
INVOICE #: 975
TERMS: Due Upon Receipt

REMIT TO: P.O. Box 4539
Chattanooga, TN 37405-0539

CUSTOMER: Security Environmental Services, Inc.
15302 Pipeline Lane
Huntington Beach, CA 92649-1138

PROJECT NAME: Albany MCB Waste Paint Tank Cleaning
PROJECT ADDRESS: Albany Marine Corps Base, Albany, Georgia

PROJECT #: AMCB-1

	SUBTOTAL
March 12, 1995 Interest Charges on Invoice 908 Presented for Payment 12-12-94	$615.92
April 12, 1995 Interest Charges on Invoice 908	$625.16
April 8, 1995 Interest Charges on Invoice 956 Presented for Payment 3-8-95	$11.42
TOTAL	$1,252.50

EXHIBIT 23 PAGE 30

PROOF OF CLAIM

AMENDED CLAIM

FILED
DEC 4 1995
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

Claim Number

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION

In re SECURITY ENVIRONMENTAL SYSTEMS INC., DBA: NATURAL INDUSTRIESINC., DBA: NEW MEXICO, DBA: THE DAKOTA GROUP

Bankrupt(s)

BK- CASE NUMBER SA-95-14034-JB
filed April 20, 1995
Chapter 11

Amount of Claim: $2,382.44

Claim as: [XX] General Unsecured
[ ] Priority (See Paragraph 10)
[ ] Secured (See Paragraph 9)

1. Name of Creditor (Print or Type) SOUTHERN CALIFORNIA EDISON COMPANY

Mailing Address ATTENTION: CORPORATE CREDIT SERVICES

2131 WALNUT GROVE AVENUE

ROSEMEAD, CALIFORNIA 91770
City State Zip Code

2. The bankrupt was, at the time of the filing of the petition initiating this case, and still is indebted (or liable) to this claimant, in the sum of $2,382.44

3. The consideration for this debt (or ground of liability) is as follows:

SEE STATEMENT OF ACCOUNT ATTACHED

4. (If the claim is founded on writing) The writing on which this claim is founded (or a duplicate thereof) is attached hereto (or cannot be attached for the reason set forth in the following statement.)

5. (If appropriate) This claim is founded on an open account, which became (or will become) due on April 20, 1995, as shown by the itemized statement attached hereto. Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

SEE REVERSE SIDE

CC #213

PROOF OF CLAIM 24 30

DEC 11 1995

SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
ROSEMEAD, CALIFORNIA 91770

NOVEMBER 27, 1995

RE: SECURITY ENVIRONMENTAL SYSTEMS INC., DBA: NATURAL INDUSTRIESINC.,
DBA: NEW MEXICO, DBA: THE DAKOTA GROUP
BANKRUPTCY SA 95-14034-JB FILED: APRIL 20, 1995 CHAPTER 11

STATEMENT OF ACCOUNT

SERVICE ADDRESS/ ACCOUNT NUMBER	START DATE OF CHARGES/ LAST DATE OF CHARGES	BALANCE
15302 PIPELINE LN HUNT BCH CA 92649 51 33 047 9671 04 536 7	MARCH 02, 1995 APRIL 20, 1995	$1,394.37
2701 W SEASIDE WK LONG BCH CA 90802 54 46 583 2970 01 555 9	DECEMBER 06, 1994 APRIL 20, 1995	$338.07
11015 HEMLOCK AV TPP FONTANA CA 92337 65 30 702 1665 01 525 0	FEBRUARY 21, 1995 MARCH 30, 1995	$650.00
	TOTAL CLAIM	$2,382.44

DELIVERY OF ELECTRIC SERVICE TO NON-DOMESTIC ACCOUNTS
INCURRED BEFORE APRIL 20, 1995

MAKE CHECKS PAYABLE TO: SOUTHERN CALIFORNIA EDISON COMPANY
FORWARD TO ABOVE ADDRESS, ATTENTION: CORPORATE CREDIT SERVICES, 2ND FLOOR

BTC (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379872

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379872

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

FILED
JUN 26 1995
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Sturgeon & Son, Inc.

Name and Address Where Notices Should be Sent
Sturgeon & Son, Inc.
3511 Gilmore Avenue
Bakersfield, CA. 93308

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated:_____

1. BASIS FOR CLAIM

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED

--- MARCH 17, 1995 AND APRIL 1, 1995

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 815.00
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 815.00 (Unsecured) $_____ (Secured) $_____ (Priority) $ 815.00 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date 6/21/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Bryan Osborne
BRYAN OSBORNE
CORP. CREDIT MRG.

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

CC-158

EXHIBIT 25 PAGE 304

7-10-95

106038668

INVOICE

Sturgeon & Son, Inc.

Hazardous Waste Transportation
Lic. #464120 * E.P.A. #CAD004778742
3511 Gilmore Avenue Bakersfield, CA 93308
Phone (805) 322-4408 Fax# (805) 322-7574

To: SECURITY ENVIRONMENTAL
15320 PIPELINE
HUNTINGTON BEACH, CA. 92649

Date: March 22, 1995
Invoice No. 95-1007
P.O. No. N/A
Job No. N/A
Customer No. RSEC025
Job Location: MARE ISLAND NAVAL SHIPYARD

March 17, 1995	**Ticket#33461**			
DELIVERED 2 BINS TO MARE ISLAND SHIPYARD, VALLEJO, CA.	1.00 Trip	x	$325.00	$325.00
			Ticket Subtotal:	$325.00

Total Due This Invoice: $325.00

This Invoice is Now Due and Payable - Thank You!
Terms: Net Cash on 10th of Month Following Purchase. Interest at Maximum Legal Rate Charged on Overdue Accounts.

25 305

ST[illegible]RGEON & SON, [illegible]C.

TRANSPORTATION SERVICES

EPA #CADOO4778742
CAL-T-150858
HAZ. WASTE HAULERS REG. # 2041
Ca. State Contractors Lic. #464120

3511 Gilmore Avenue
Bakersfield, California 93308
24 HOUR PHONE: (805) 322-4408
FAX NUMBER: (805) 322-7574

Roll-Off Trucks & Bins | Vans
Vacuum Trucks | Highbeds
End Dumps | Lowbeds

Date: 3-17-95

TICKET # [illegible]

CHARGE TO: Security Environmental	JOB #/AUTHORIZATION #	P.O. #
PICKUP AT: Richmond, Ca	DELIVER TO: Mare Island Naval Shipyard	

SERVICE PERFORMED:

Del to Bins to Mare Island Landfill (Dump Road)

EXPLAIN DELAYS
LOADING

UNLOADING

JOB INFORMATION:

ENDING MILEAGE	
STARTING MILEAGE	
TOTAL MILEAGE	
BIN NUMBERS DELIVERED	~~[illegible]~~ 4184-41195
BIN NUMBERS PICKED-UP	
NUMBER OF LINERS USED	
MANIFEST NUMBER	
WEIGHT TICKET NUMBER	

DRIVER: Carl Dixon | TRUCK # 240 | TRAILER # 326

OFFICE USE ONLY

RATE:	AMOUNT	TOTAL
TONNAGE		
HOURLY		
QUOTE		$325.00
DEMURRAGE		
LINERS		
OTHER		
	TOTAL	325.-

START/FROM TO

LOAD BINS YD.			AM PM
TRAVEL-OUT			AM PM
LOADING			AM PM
TRAVEL-JOB			AM PM
UNLOADING	12:30	1:30	AM PM
TRAVEL-IN			AM PM
Total Hours			
Deductions Meals, etc.		Premium Time Hrs.	
Net Hours			

If necessary to institute legal action to enforce collection of the amount under this invoice, buyer agrees to pay all necessary costs and attorney's fees.

Subject to terms and conditions on back

[signature] for

Above items or work received by

Security Environmental

Billing agreed to by

Job - evaluation (by customer) Good ( ) Fair ( ) Poor ( )

25 306

INVOICE

Sturgeon & Son, Inc.

Hazardous Waste Transportation
Lic. #464120 * E.P.A. #CAD004778742
3511 Gilmore Avenue Bakersfield, CA 93308
Phone (805) 322-4408 Fax# (805) 322-7574

Date: March 31, 1995
Invoice No. 95-1084
Job Number: N/A
P.O. No. PER JOHN
Customer # RSEC025
Job Location: MARE ISLAND

To: SECURITY ENVIRONMENTAL SERVICES
15320 PIPELINE
HUNTINGTON BEACH, CA. 92649

BIN RENTAL

DATE IN	END OF BILLING PERIOD	BIN #	DAYS THIS PERIOD	RATE	DAYS	TOTAL	RENTAL CHARGE
3/17/95	3/31/95	4184	15	$7.00 x 15	=	$105.00	$105.00
				$7.00 x 0	=	$0.00	
3/17/95	3/31/95	41195	15	$7.00 x 15	=	$105.00	$105.00
				$7.00 x 0	=	$0.00	
						Total Due:	$210.00

This Invoice is Now Due and Payable - Thank You!
Terms: Net Cash on 10th of Month Following Purchase. Interest at Maximum Legal Rate Charged on Overdue Accounts.

INVOICE

Sturgeon & Son, Inc.

Hazardous Waste Transportation

Lic. #464120 * E.P.A. #CAD004778742
3511 Gilmore Avenue Bakersfield, CA 93308
Phone (805) 322-4408 Fax# (805) 322-7574

Date: April 30, 1995
Invoice No. 95-1246
Job Number: N/A
P.O. No. PER JOHN
Customer # RSEC025
Job Location: MARE ISLAND

To: SECURITY ENVIRONMENTAL SERVICES
15320 PIPELINE
HUNTINGTON BEACH, CA. 92649

BIN RENTAL

DATE IN	END OF BILLING PERIOD	BIN #	DAYS THIS PERIOD	RATE	DAYS		TOTAL	RENTAL CHARGE
4/1/95	4/20/95	4184	20	$7.00 x 15		=	$105.00	$140.00
				$7.00 x 5		=	$35.00	
4/1/95	4/20/95	41195	20	$7.00 x 15		=	$105.00	$140.00
				$7.00 x 5		=	$35.00	
							Total Due:	$280.00

This Invoice is Now Due and Payable - Thank You!
Terms: Net Cash on 10th of Month Following Purchase. Interest at Maximum Legal Rate Charged on Overdue Accounts.

25 308

B10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379699

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.Id: 1379699

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

FILED
JUN - 5 1995

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Thompson Tank, Inc.

Name and Address Where Notices Should be Sent
Thompson Tank, Inc.
5415 Martin Luther King
Jr. Blvd
Lynwood, CA. 90262

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
SECENV & SECENVF

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM
- ☒ Goods sold
- ☒ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
10/20/94

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☒ SECURED CLAIM $ 12,849.26
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☒ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 6,624.10
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
- ☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
- ☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
- ☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
- ☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
- ☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 6,624.10 (Unsecured) $ 12,849.26 (Secured) $ - 0 - (Priority) $ 19,473.36 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5/20/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

DAVID L. THOMPSON, PRESIDENT

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

CO 119
6-14-95

106029581

EXHIBIT 26 PAGE 309

THOMPSON TANK, INC.
Accounts Receivable Aging Report Detail
By Customer Number
A/R Account # 1200

Printed: 05/31/95 Aging Date: 05/31/95 Page: 1

Invoice#:	Inv Date	Current	1-30 Past:	31-60 Past:	61-90 Past:	Over 90
SECENV	SECURITY ENVIRO. SYSTEMS (714) 892-6645					
	Terms: NET 15 DAYS					
100780	10/31/94					201.07
100790	10/31/94					223.77
Total due:	424.84	0.00	0.00	0.00	0.00	424.84
SECENVF	SECURITY ENVIRONMENTAL (714) 892-6645					
	Terms: NET 15 DAYS					
100725	10/20/94					5774.42
100768	10/28/94					12849.26
Total due:	18623.68	0.00	0.00	0.00	0.00	18623.68
Totals :	19048.52	0.00	0.00	0.00	0.00	19048.52
Percent :		0.00%	0.00%	0.00%	0.00%	100.00%

Totals Are For A/R Account 1200 - May Not Balance With Customer Ledgers

LIEN SALE UNIT
P. O. BOX 932317
SACRAMENTO, CA 94232-3170

DMV
A Public Service Agency

APPLICATION FOR LIEN SALE AUTHORIZATION AND LIENHOLDER'S CERTIFICATION

(Civil Code Section 3071)

A FILING FEE OF $5.00 MUST ACCOMPANY THIS APPLICATION

LICENSE NO. FT95499

STATE CA APPRO.

SUSPENSE RECEIPT AND VALIDATION AREA
(Please do not write in this space.)

YEAR AND MODEL	BODY TYPE	MAKE	EXP. YR.
1971	TANK	TRAILMOBILE	

VEHICLE IDENTIFICATION NO. H40488

ENGINE NO. (MOTORCYCLES ONLY) -

HAS ENGINE BEEN REMOVED
☐ YES ☒ NO

I have a lien against the above vehicle and request authorization to hold a lien sale. The amount and basis for my lien is:

Filing Fee $5.00 Lien Sale Cost $ 100.00 Towing Cost $ 0

Repairs $ 19,048.52 Bureau of Automotive Repair Registration (License) No. -

Daily Storage Rate $ 10.00 Storage Due $ 1,210.00

Parking Violation Bail (CVC 22851.1 (B)) $ 0

Current market value of vehicle is: OVER $2,500 (C.C. 3071) 20,000.00

Date Owner Billed 03 15 95 (MONTH DAY YEAR)

If towing and storage was authorized by a public agency or pursuant to VC 22658, date vehicle towed: - (MONTH DAY YEAR)

☐ Abandoned on private property, owner unknown ☐ Public agency authorized tow/storage

The names and addresses of the registered owner, legal owner and all parties known to me to have an interest in the vehicle are listed on this application.

I certify under penalty of perjury under the laws of the State of California that the information entered by me on this document is true and correct and I have no information or belief that there is a valid defense to the claims which give rise to the lien.

DATE 4/6/95 LIENHOLDER'S OR AGENT'S (ACTING FOR LIENHOLDER) SIGNATURE X

LIENHOLDER'S NAME (PRINT) THOMPSON TANK, INC. DAYTIME TELEPHONE NO. (310) 763-1540

STREET ADDRESS 5415 MARTIN LUTHER KING JR. BLVD.

CITY LYNWOOD STATE CA ZIP CODE 90262-3961

AGENT ACTING FOR LIENHOLDER (PRINT NAME) DAVID L. THOMPSON REGISTRATION SERVICE NO. -

STREET ADDRESS 5415 MARTIN LUTHER KING JR BL DAYTIME TELEPHONE NO. (310) 763-1540

CITY LYNWOOD STATE CA ZIP CODE 90262-3961

PLEASE NOTE:

- This application must be submitted within 30 days of the date the bill is submitted to the owner.
- This form is to be used when conducting a self-service storage facilities lien sale regardless of vehicle value.
- This application may not be used for mobilehomes (as described in CVC Section 396) or vessels, vessel/trailer combinations.

fold here for filing purposes.

The name and address of the person billed or law enforcement agency authorizing removal of vehicle. (714) 892-6645

NAME SECURITY ENVIRONMENTAL SYSTEMS, INC. PHONE NO.

ADDRESS 15302 PIPELINE LANE

CITY HUNTINGTON BEACH STATE CA ZIP CODE 92649

The names and addresses of the Registered and Legal Owners as shown on the registration card are: (714) 892-6645

REGISTERED OWNER (PRINT LAST, FIRST & MIDDLE) SECURITY ENVIRONMENTAL SYSTEMS, INC. PHONE NO.

ADDRESS 15302 PIPELINE LANE

CITY HUNTINGTON BEACH STATE CA ZIP CODE 92649

LEGAL OWNER (PRINT) PHONE NO.

ADDRESS

CITY STATE ZIP CODE

The names and addresses of any other parties known to me to have an interest in the vehicle are: NONE

NAME (PRINT LAST, FIRST & MIDDLE) PHONE NO.

ADDRESS

CITY STATE ZIP CODE

NAME (PRINT LAST, FIRST & MIDDLE) PHONE NO.

ADDRESS

CITY STATE ZIP CODE

NAME (PRINT LAST, FIRST & MIDDLE) PHONE NO.

ADDRESS

CITY STATE ZIP CODE

REG 656 (REV. 11/92)

136 APR 12 1995 AX

26 311

THOMPSON TANK, INC.

MAILING ADDRESS: POST OFFICE BOX 790, LAKEWOOD, CA 90714-0790

TELEPHONE: (310) 427-8938 • FAX (310) 595-6846

[redacted]

T-216

[redacted]

From Order# 749

BACKUP COPY

BILL TO: SECURITY ENVIRONMENTAL
11015 HEMLOCK AVENUE
FONTANA, CA 92337
(714) 892-6645

SHIP TO: ( ) -

Page 1

CUST #	P.O. #	SHIP VIA	C	P	DATE SHIP	TERMS	INVOICE DATE
SECENVF	A. SMITH	WILL CALL			10/28/94	NET 15 DAYS	10/28/94

ORDER	SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	1			DOT 180 INSPECTION AND REPAIR.	2760.000	0	2760.00
				TOTAL MATERIAL			
1	1			TOTAL LABOR	9220.000	0	9220.00
3	3			ADDITIONAL WORK: 3" TEFLON INTERNAL VALVE GASKET	34.560	0	103.68
1	1			3" ALUMINUM WASH PLUG	18.980	0	18.98
1	1			SAE LENS # S 200	1.040	0	1.04
1	1			ADDITIONAL LABOR HOURS 9 HOURS @ $54.00/HOUR	486.000	0	486.00
				1971 TRAILMOBILE S.S. TANK TRAILER, 3 COMPARTMENT. MFG. SERIAL#: H40488			

Taxable - $2903.70 Non Taxable - $9706.00

WE THANK YOU FOR YOUR BUSINESS
PLEASE PAY FROM THIS INVOICE,
NO STATEMENT WILL BE SENT.

LOS ANGELES CO

SUBTOTAL	12609.70
MISC. CHARGES	
8.250% SALES TAX	239.56
FREIGHT	
TOTAL	12849.26

FILE

26 312

THOMPSON TANK, INC.

MAILING ADDRESS: POST OFFICE BOX 790, LAKEWOOD, CA 90714-0790

TELEPHONE: (310) 427-8938 • FAX (310) 595-5846

100780

T-125

From Order#. 761

BILL TO: SECURITY ENVIRO. SYSTEMS
15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649
(714) 892-6645

SHIP TO: ( ) -

BACKUP COPY

Page 1

CUST #	P.O. #	SHIP VIA	C	P	DATE SHIP	TERMS	INVOICE DATE
SECENV	5114-021	WILL CALL			10/29/94	NET 15 DAYS	10/31/94

ORDER	SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	1			3" CARBONE GRAPHITE RUPTURE DISC. 50 P.S.I. BURST	80.000	0	80.00
1	1			3" FLANGE GASKET	3.750	0	3.75
1	1			2" KUNKLE MODEL 337 RELIEF VALVE	102.000	0	102.00

Taxable - $185.75 Non Taxable - $0.00

WE THANK YOU FOR YOUR BUSINESS
PLEASE PAY FROM THIS INVOICE,
NO STATEMENT WILL BE SENT.

LOS ANGELES CO 8.250%

SUBTOTAL	185.75
MISC. CHARGES	
SALES TAX	
FREIGHT	15.32
TOTAL	201.07

26 313

THOMPSON TANK, INC.

MAILING ADDRESS: POST OFFICE BOX 790, LAKEWOOD, CA 90714-0790

TELEPHONE: (310) 427-8938 • FAX (310) 595-5846

INVOICE # 100788

I-222

From Order# 771

SECURITY ENVIRO. SYSTEMS

BILL TO: 15302 PIPELINE LANE
HUNTINGTON BEACH, CA 92649
(714) 892-6645

SHIP TO: ( )

BACKUP COPY

Page 1

CUST #	P.O. #	SHIP VIA	C	P	DATE SHIP	TERMS	INVOICE DATE
SECENV	VERBAL	WILL CALL			10/31/94	NET 15 DAYS	10/31/94

ORDER	SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	1			TOTAL MATERIAL	19.650	0	19.65
1	1			TOTAL LABOR	202.500	0	202.50
				3.75/HRS @ $54.00/PER HOUR			
				.			
				.			
				REPAIR GARDNER DENVER PUMP.			
				.			
				* 4-WAY VALVE ADAPTOR FLANGE.			
				* TRACTOR TO TRAILER CONNECTION HOSE.			
				* DROP LEG SUPPORT PIPE.			
Taxable - $19.65				Non Taxable - $202.50			

WE THANK YOU FOR YOUR BUSINESS
PLEASE PAY FROM THIS INVOICE,
NO STATEMENT WILL BE SENT.

LOS ANGELES CO 8.250%

SUBTOTAL	222.15
MISC. CHARGES SALES TAX FREIGHT	1.62
TOTAL	223.77

FILE

PAGE 26 314

THOMPSON TANK, INC.

MAILING ADDRESS: POST OFFICE BOX 790, LAKEWOOD, CA 90714-0790

TELEPHONE: (310) 427-8938 • FAX (310) 595-5846

INV 100725

I-206

From Order# 708

SECURITY ENVIRONMENTAL

BILL TO: 11015 HEMLOCK AVENUE
FONTANA, CA 92337
(800) 504-5098

SHIP TO: SAME AS

( ) -

CUST #	P.O. #	SHIP VIA	C	P	DATE SHIP	TERMS	INVOICE DATE
SECENVF	A. SMITH	WILL CALL			10/05/94	NET 15 DAYS	10/20/94

ORDER	SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	1			DOT INSPECTION AND RETEST. DOCUMENTATION	95.000	0	95.00
1	1			T = THICKNESS TEST	398.000	0	398.00
1	1			V = EXTERNAL VISUAL	395.000	0	395.00
1	1			I = INTERNAL VISUAL	195.000	0	195.00
1	1			P = PRESSURE TEST	295.000	0	295.00
1	1			K = LEAK TEST	165.000	0	165.00
1	1			TOTAL MATERIAL	4897.850	0	4897.85
1	1			TOTAL LABOR	6979.500	0	6979.50
				129.25/HRS @ $54.00/PER HR			
				THOMPSON ST-120-80000 SEMI TRAILER. ASME #: 2272 N.B. #: 590 YEAR: 4-1985 VIN #: 1T9TE3827F1068640 LICENSE #: FT95497			
				* INSTALL 4" RISER			
				* INSTALL DOT 400 SERIES PRV SYSTEM.			
				* CLEARFLOW SELF CLOSING SYSTEM ON 6" LW-6000			
				* REPLACE REAR 16" COVER WITH STEEL.			
				* HOSERACK DRAIN			
				* REPLACE 4" INLET PIPING			
				* REPLACE 6" DISCHARGE PIPING.			

SUBTOTAL	
MISC. CHARGES	
SALES TAX	
FREIGHT	
TOTAL	

*** C O N T I N U E D ***

CONTINUED ON PAGE 2

26 315

THOMPSON TANK, INC.

MAILING ADDRESS: POST OFFICE BOX 790, LAKEWOOD, CA 90714-0790

TELEPHONE: (310) 427-8938 • FAX (310) 595-5846

I-206

BILL TO: SECURITY ENVIRONMENTAL
11015 HEMLOCK AVENUE
FONTANA, CA 92337

SHIP TO:

CUST #	P.O. #	SHIP VIA	C	P	DATE SHIP	TERMS	INVOICE DATE
SECENVF	A. SMITH	WILL CALL			10/05/94	NET 15 DAYS	10/20/94

ORDER	SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
				* INSTALL 4 EA STIFFNER RINGS. * FILL VOIDS IN REAR HEAD * INSTALL 1101-4 PRIMARY FLOAT VALVE. * REPAIR 3" BLEEDER * INSTALL 3" INTRANSIT			
1	1			ASME CERTIFICATION	450.000	0	450.00
				PAID $6500.00 ON 12-15-94 CHECK #3967			
				AMOUNT STILL OWING ON THIS INVOICE: $7,774.42			

BACKUP COPY

Taxable - $4897.85 Non Taxable - $8972.50

WE THANK YOU FOR YOUR BUSINESS
PLEASE PAY FROM THIS INVOICE,
NO STATEMENT WILL BE SENT.

LOS ANGELES CO

SUBTOTAL	13870.35
MISC. CHARGES	
SALES TAX 8.250%	404.07
FREIGHT	
TOTAL	~~14274.42~~

balance owing $5,774.42

EXHIBIT 36

B10 (Official Form 10)
(Rev. 6/91)

United States Bankruptcy Court

CENTRAL District of CALIFORNIA

PROOF OF CLAIM

CHAPTER 11

95 FEB -9 AM 10:38
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

In re (Name of Debtor)
SECURITY ENVIRONMENTAL SYSTEMS, INC.

Case Number
SA 95-14034-JB

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or entity to whom the debtor owes money or property)
TRI-STATE STEEL DRUM, INC.

Name and Addresses Where Notices Should be Sent
c/o James R. McKoon, Esquire
Baker, Donelson, Bearman & Caldwell
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450
Telephone No. (423) 756-2010

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
019900

Check here if this claim: ☐ replaces ☒ amends a previously filed claim, dated: 1/15/96

1. BASIS FOR CLAIM:

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED:
11-04-94

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ 41,090.28
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan—U.S.C. § 507(a)(4)
☐ Up to $900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6)
☐ Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7)
☐ Other—11 U.S.C. §§ 507(a)(2), (a)(5)—(Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 41,090.28 (Unsecured) $ _____ (Secured) $ _____ (Priority) $ 41,090.28 (Total)
(Absent finance charges, attorney's fees and expenses)

☐ Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
2/8/96

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
James R. McKoon, Esquire
James R. McKoon

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

EXHIBIT 27 PAGE 317

Q262
2-12-96

A C C O U N T S R E C E I V A B L E A G I N G R E P O R T

Aged As Of 01/15/96
Printed In Customer Number, Apply-To Number Order, Detail, Open Items Only
Minimum Balance Due: All
In Aging Period Or Older: All

Cust No	Name / Contact	Balance Method	Cust Terms / Phone-No	Slsmn / Collector	Crdt-Lmt	Aged Customer Balance: CURRENT	30-60 DAYS	61-90 DAYS	OVER 90 DAYS
	Doc-No / Doc-Date	Type / Aply-To	Due-Date	Amount-1	Amount-2				
	16782 12/30/94	I 16782	01/09/95	780.00	.00				780.00
	16783 12/30/94	I 16783	01/09/95	225.00	.00				225.00
	16784 12/30/94	I 16784	01/09/95	90.00	.00				90.00
	16858 12/30/94	I 16858	01/09/95	350.00	.00				350.00
	16973 01/27/95	I 16973	02/06/95	100.00	.00				100.00
	16974 01/27/95	I 16974	02/06/95	310.00	.00				310.00
	17012 01/31/95	I 17012	02/10/95	100.02	.00				100.02
	17013 01/31/95	I 17013	02/10/95	475.02	.00				475.02
	17014 01/31/95	I 17014	02/10/95	100.10	.00				100.10
	17021 01/31/95	I 17021	02/10/95	225.00	.00				225.00
	17192 02/28/95	I 17192	03/10/95	555.00	.00				555.00
	17193 02/28/95	I 17193	03/10/95	305.00	.00				305.00
	17194 02/28/95	I 17194	03/10/95	60.00	.00				60.00
	17229 02/28/95	I 17229	03/10/95	150.00	.00				150.00
	17230 02/28/95	I 17230	03/10/95	200.00	.00				200.00
	17231 02/28/95	I 17231	03/10/95	150.01	.00				150.01
	17232 02/28/95	I 17232	03/10/95	1,700.09	.00				1,700.09
	17233 02/28/95	I 17233	03/10/95	605.01	.00				605.01
	17234 02/28/95	I 17234	03/10/95	170.00	.00				170.00
	17253 02/28/95	I 17253	03/10/95	1,492.52	.00				
	4370 02/16/95	P 17253	02/16/95	1,440.00-	.00				12.52
	17395 03/23/95	I 17395	04/02/95	360.52	.00				360.52
	17417 03/27/95	I 17417	04/06/95	1,581.63	.00				1,581.63
	17418 03/27/95	I 17418	04/06/95	1,881.00	.00				1,881.00
			Customer Totals:	35,985.28		.00	.00	.00	35,985.28
1	Customer Printed		Grand Totals:	35,985.28		.00	.00	.00	35,985.28
			% Of Balance:			.00	.00	.00	100.00
			Outstanding B.D.I:	35,985.28		.00	.00	.00	35,985.28
			Unapplied C.P:	.00		.00	.00	.00	.00
			Finance Charges:	.00		.00	.00	.00	.00

Run Date: Jan 15, 1996 - 4:06pm

A C C O U N T S R E C E I V A B L E A G I N G R E P O R T

Aged As Of 01/15/96
Printed In Customer Number, Apply-To Number Order, Detail, Open Items Only
Minimum Balance Due: All
In Aging Period Or Older: All
Document Types I = Invoice P = Payment C = Cr Memo D = Dr Memo B = Balance Forward F = Finance Charge
Notes: Types I, B And F Are Aged By Their Doc Date. Types P, C And D Are Aged By Doc Date Of The Document To Which They Apply.
On Types I, B, C And D Amount-1 Is Sale Amt. On Type P Amount-1 Is Cash Receipt Amt. On Type F Amount-1 Is Fin Charge Amt.
On Types I, C, And D Amount-2 Is Other Charges. On Type P Amount-2 Is Discount And Allowance. (No Amount-2 For Types F & B).
Not Including Past Due Items

Cust No	Name / Contact	Balance Method	Cust Terms / Phone-No	Slsmn / Collector	Crdt-Lmt	Aged Customer Balance: CURRENT	30-60 DAYS	61-90 DAYS	OVER 90 DAYS
019500	SECURITY ENVIRONMENTAL SYSTEMS		NET 10 DAYS	005					
	PHIL TEXA	Opn-Itm	714-892-6645	005	50,000				

Doc-No	Doc-Date	Type	Aply-To	Due-Date	Amount-1	Amount-2	CURRENT	30-60 DAYS	61-90 DAYS	OVER 90 DAYS
15909	08/29/94	I	15909	09/08/94	3,847.87	.00				
4389	02/07/95	P	15909	02/07/95	1,264.83-	.00				1,583.04
15910	08/29/94	I	15910	09/08/94	370.53	.00				370.53
16068	09/16/94	I	16068	09/26/94	526.33	.00				526.33
16069	09/16/94	I	16069	09/26/94	317.60	.00				317.60
16070	09/16/94	I	16070	09/26/94	1,498.27	.00				1,498.27
16122	09/27/94	I	16122	10/07/94	155.00	.00				155.00
16126	09/27/94	I	16126	10/07/94	930.00	.00				930.00
16129	09/27/94	I	16129	10/07/94	708.46	.00				708.46
16130	09/27/94	I	16130	10/07/94	357.22	.00				357.22
16159	09/30/94	I	16159	10/10/94	620.00	.00				620.00
16160	09/30/94	I	16160	10/10/94	614.34	.00				614.34
16161	09/30/94	I	16161	10/10/94	310.00	.00				310.00
16162	09/30/94	I	16162	10/10/94	3,720.00	.00				3,720.00
16172	09/30/94	I	16172	10/10/94	803.60	.00				803.60
16173	09/30/94	I	16173	10/10/94	45.34	.00				45.34
16174	09/30/94	I	16174	10/10/94	180.52	.00				180.52
16175	09/30/94	I	16175	10/10/94	1,847.87	.00				1,847.87
16176	09/30/94	I	16176	10/10/94	1,065.00	.00				1,065.00
16243	10/12/94	I	16243	10/22/94	1,353.31	.00				1,353.31
16244	10/12/94	I	16244	10/22/94	1,352.94	.00				1,352.94
16351	10/27/94	I	16351	11/06/94	393.00	.00				393.00
16352	10/27/94	I	16352	11/06/94	375.00	.00				375.00
16353	10/27/94	I	16353	11/06/94	65.00	.00				65.00
16391	10/31/94	I	16391	11/10/94	220.42	.00				220.42
16479	11/18/94	I	16479	11/28/94	190.00	.00				190.00
16575	11/30/94	I	16575	12/10/94	100.00	.00				100.00
16576	11/30/94	I	16576	12/10/94	100.01	.00				100.01
16577	11/30/94	I	16577	12/10/94	100.00	.00				100.00
16578	11/30/94	I	16578	12/10/94	250.32	.00				250.32
16619	11/30/94	I	16619	12/10/94	50.00	.00				50.00
16620	11/30/94	I	16620	12/10/94	942.43	.00				942.43
16621	11/30/94	I	16621	12/10/94	1,698.51	.00				1,698.51
16622	11/30/94	I	16622	12/10/94	347.98	.00				347.98
16623	11/30/94	I	16623	12/10/94	1,303.79	.00				1,303.79
16692	12/29/94	I	16692	12/30/94	8.50	.00				8.50
16779	12/30/94	I	16779	01/09/95	1,235.00	.00				1,235.00
16780	12/30/94	I	16780	01/09/95	60.00	.00				60.00
16781	12/30/94	I	16781	01/09/95	180.00	.00				180.00

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TRI-STATE STEEL DRUM, INC.
P.O. BOX 95
CORNER OF GRAYSVILLE & JULIAN RD.
GRAYSVILLE, GEORGIA 30726
706-891-9726
13 April 1995

OPEN INVOICES FOR SECURITY ENVIRONMENTAL SYSTEMS

INVOICE #	INVOICE AMOUNT	GENERATOR	MANIFEST #	LINE ITEM(S)
15909	$1583.04	ALBANY	94075001	11A,11B,2-28-A,2-28-B
15010	$ 370.53	ALBANY	94084	11C
16068	$ 526.33	ALBANY	94019	11A,2-28-A,2-28-C
16069	$ 317.60	BENNING	94009	11A,11B
16070	$1498.27	BENNING	94014	11A,11B,11C,11D
16122	$ 155.00	ALBANY	94025	11B
16126	$ 930.00	COLUMBUS OMS#5	A0374	11A
16129	$ 708.46	BENNING	94061	11A,2-28-A
16130	$ 357.22	BENNING	94062	2-28-F
16159	$ 620.00	BENNING	94060	11A
16160	$ 614.34	BENNING	94061	2-28-B,2-28-C
16161	$ 310.00	BENNING	94066	11A,11B
16162	$3720.00	BENNING	94067	11A,11B,11C,11D
16172	$ 803.60	ALBANY	94019	11A
16173	$ 45.34	ALBANY	94026	11D
16174	$ 180.52	ALBANY	94029	11A
16175	$1047.07	FT GORDON	94011	11A,11B,11C,11D,2A
16176	$1065.00	FT GORDON	94013	11A,11B
16243	$1353.31	ALBANY	940350001	11A,11B,11C,2-28-B, 2-28-C,2-28-G
16244	$1952.94	ALBANY	94045	11B,11C
16351	$ 393.00	ALBANY	94045	11D
16352	$ 375.00	BENNING	94062	2-28-B
16353	$ 65.00	BENNING	94065	11D
16391	$ 190.00	TALLAHASSEE	94113	11A
16479	$ 190.00	BENNING	94062	2-28-A
16575	$ 100.00	ALBANY	94063	2-28-C
16576	$ 100.01	NEBRASKA	40657001	~~11A~~

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TRI-STATE STEEL DRUM, INC.
P.O. BOX 95
CORNER OF GRAYSVILLE & JULIAN RD.
GRAYSVILLE, GEORGIA 30726
706-891-9726
13 APRIL 1995

OPEN INVOICES FOR SECURITY ENVIRONMENTAL SYSTEMS

INVOICE#	INVOICE AMOUNT	GENERATOR	MANIFEST#	LINE ITEM(S)
16577	$ 100.06	IOWA	40655001	11A
16578	$ 250.32	LEAVENWORTH	40340001	11A
16619	$ 50.00	ALBANY	94021	11C
16620	$ 942.43	ALBANY	94063	11A,11B,11D,2-28-B, 2-28-A,2-28-D
16621	$1698.51	ALBANY	94084	11A,11B,11D, 2-28-B,2-28-F
16622	$ 347.98	BENNING	94029	11A,11B,11C,11D, 2-28-A,2-28-B,2-28-C, 2-28-D
16623	$1903.70	BENNING	94028001	2-28-A,2-28-B, 11A,11B,11C,11D
16692	$ 8.50	ALBANY	94021	11A
16779	$1235.00	ALBANY	94075001	11D,2-28-A,2-28-B
16780	$ 60.00	ALBANY	94076	11A,11B
16781	$ 180.00	BENNING	94061	2-28-D,2-28-E
16782	$ 780.00	BENNING	94062	11A,11B,11C,11D
16783	$ 45.00	OMS#5-COLUMBUS	A0374	11A
16784	$ 90.00	OMS#9	94113	11B
16858	$ 350.00	BENNING	94065	11A,11C,2-28-A
16973	$ 100.00	ALBANY	94021	11A
16974	$ 310.00	BENNING	94028001	2-28-C
17012	$ 100.02	OFFUTT	41004001	11A
17013	$ 475.82	FT. RILEY	R4151000	11A,11B
17014	$ 100.10	OFFUTT	40966000	11A
17021	$ 225.00	ALBANY	94075001	11C
17192	$ 555.00	ALBANY	94019	11B,11C,11D,2-28-B
17193	$ 305.00	ALBANY	94029	11B,11C,11D
17194	$ 60.00	ALBANY	94063	11D
17229	$ 150.00	OFFUTT	4100600	11B
17230	$ 280.00	OFFUTT	40966000	11B
17232	$1700.09	VANDENBERG	93182841	11A,11B

TRI-STATE STEEL DRUM, INC.
P.O. BOX 95
CORNER OF GRAYSVILLE & JULIAN RD.
GRAYSVILLE, GEORGIA 30726
706-891-9726
13 APRIL 1995

OPEN INVOICES FOR SECURITY ENVIRONMENTAL SYSTEMS

INVOICE#	INVOICE AMOUNT	GENERATOR	MANIFEST #	LINE ITEM(S)
17233	$ 605.01	VANDENBERG	93157584	11A,11B
17234	$ 170.00	ALBANY	94026	11B,2-28-A
17253	$ 12.52	JACKSONVILLE	24889	11C
	(PARTIAL PAYMENT)	JACKSONVILLE	24880	11B
17395	$ 360.52	FT. RILEY	R4113001	11B
17417	$1501.69	FT. RILEY	R4113991	11A
17418	$1001.00	OFFUTT	4086E	11A
17231	$ 150.01	OFFUTT	4060001	11A

TOTAL AMOUNT OF PRINCIPAL DUE $35,985.28

ALSO OPEN: INVOICE 38118 $5705.00 - DRUMS PURCHASED AND DELIVERED TO ALBANY IN NOVEMBER 1994

CUSTOMER FILE

TRI-STATE STEEL DRUM, INC.
P.O. BOX 9 PHONE 706-891-9726
GRAYSVILLE, GEORGIA 30726

INVOICE NO.	38118
INVOICE DATE	11-04-94
ORDER NO.	

SOLD TO
SECURITY ENVIRONMENTAL SYSTEMS
15302 PIPELINE LANE

HUNTINGTON BEACH, CA
92649

SHIPPED TO
MARINE LOGISTIC BASE

ALBANY, GA

CUSTOMER NO.	SALESMAN	TERMS	F.O.B.	SHIPPED VIA	DATE SHIPPED	TICKET NO.	SALES ORDER
19024	52	NET 10 DAYS		OUR TRUCK	11/04/94	47329	32043

QUANTITY SHIPPED	PRODUCT DESCRIPTION	PRICE	AMOUNT
220	55 GAL.RECOND.O.H.DRUMS DOT17H	19.000	4,180.00
1	DROP TRAILER RENTAL	925.000	925.00
	SUBTOTAL AMOUNT		5,105.00
			5,105.00

WE MAKE NO GUARANTEE, EXPRESSED OR IMPLIED, REGARDING THE USAGE OF THE CONTAINER FOR A PARTICULAR PRODUCT. PAST DUE ACCOUNTS WILL CARRY A S... ICE CHARGE OF 1½% PER MONTH, WHICH IS AN... UAL PERCENTAGE OF 18% PER YEAR. IF AT ANY TIME A DELINQUENT ACCOU... IS TURNED OVER TO AN ATTORNEY FOR COLL... ION, REASONABLE COLLECTION FEES AND COST OF COLLECTION SHALL BE PAID BY THE DEBTOR.

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TRI-STATE STEEL DRUM CO., INC.
P.O. BOX 9
GRAYSVILLE, GEORGIA 30726

DATE

SOLD TO Security Env. Systems

DELIVER TO MCLB (Albany)
DRMO : Darlene Crawford

ORDER NO. REQUISITION NO.

ORDER QUANTITY	PRODUCT NUMBER	DESCRIPTION	
		55 Gal. Recon. and Lined O.H. Drums Rule 40	
220	D17H	19.00 55 Gal. Recon. and Lined O.H. Drums D.O.T. 17H	
		55 Gal. Recon. and Lined C.H. Drums D.O.T. 17E	
		55 Gal Washed Drums (C.H.)	
		Drop Trailer	
		Drum Gaskets Charge - 925.00	

RECEIVED BY Eileen Crawford DATE 11/4/94

WE MAKE NO GUARANTEE, EXPRESSED OR IMPLIED, REGARDING THE USAGE OF THE CONTAINER FOR A PARTICULAR PRODUCT.

A service charge at the rate of one and one-half percent (1½%) per month shall be added to any account not paid when due and shall accrue at that rate until paid. If at any time a delinquent account is turned over to an attorney for collection, reasonable attorney fees and costs of collection shall be paid by the debtor.

WHITE-BILLING COPY/CANARY-FILE COPY/PINK-CUSTOMER COPY

DRT DATE: 04/12/95 ACCOUNTS RECEIVABLE AGE TRIAL BALANCE : TRI-STATE STEEL DRUM CUST. NUMBER PAGE 1

TOMER NUMBER & NAME	INV DATE	DUE DATE	SLS PHONE NUMBER / AMOUNT	MTD SALES / CURRENT	YTD SALES / 30 DAYS	P/Y AVG INVOICE / 60 DAYS	LR BALANCE / 90 DAYS	LBD / 120 DAYS	LPD / FUTURE	LP AMOUNT
524 SECURITY ENVIRONMENTAL SYSTEMS			53 000-448-0557	.00	5,105.00	0	5,105.00	5,105.00	11/04 12/21	.00
INV 38118	11/04/94	11/14/94	5,105.00					5,105.00		
	* CUSTOMER TOTAL		5,105.00	.00	.00	.00	.00	5,105.00		.00
	PERCENT BY AGE			.00	.00	.00	.00	100.00		.00

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Secretary of State
Business Services and Regulation
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DATE FILED : MARCH 29, 1995
DOCKET NUMBER: 950890161
LOCATION : CATOOSA COUNTY
SOS AGENT : PLC
PHONE : (404) 656-2815
FEE PAID : $10.00

FILING PERSON:

JAMES R. MCKOON
1800 REPUBLIC CENTRE
633 CHESTNUT STREET
CHATTANOOGA, TN 37450-1800

CERTIFICATE OF FILING

I, MAX CLELAND, Secretary of State of the State of Georgia, do hereby certify under the seal of my office that copies of attached documents regarding service of process have been filed on the date set forth above concerning the following:

SECURITIES ENVIRONMENTAL SYSTEMS, INC., CATOOSA COUNTY STATE COURT
CA# 95CV28698

Said documents are filed with the Secretary of State under the docket number referred to above and may be produced for inspection or certification.

MARCH 29, 1995

Max Cleland

MAX CLELAND
SECRETARY OF STATE

BOOK 27 PAGE 36

SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2222

IN THE SUPERIOR COURT OF CATOOSA COUNTY

STATE OF GEORGIA

SUMMONS

TRI-STATE STEEL DRUM, INC.

PLAINTIFF

VS.

SECURITY ENVIRONMENTAL SYSTEMS, INC.

DEFENDANT

CIVIL ACTION NUMBER 95CV28698

TO THE ABOVE NAMED DEFENDANT: Security Enviornmental Systems, Inc.
Ellen L. Batzel, President
15302 Pipeline Lane, Huntington Beach, CA 92649

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

Baker, Donelson, Bearman & Caldwell
James R. McKoon
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 23rd day of March, 19 95

Clerk of Superior/State Court

BY Geneva Stockburger
Deputy Clerk

THIS DOCUMENT RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF STATE

BY: P Cauro

DATE: 3-29-95

950890161

SECRETARY OF STATE
MAR 29 PM '95
BSR

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

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IN THE SUPERIOR COURT OF CATOOSA COUNTY
STATE OF GEORGIA

TRI-STATE STEEL DRUM, INC. Plaintiff, V. SECURITY ENVIRONMENTAL SYSTEMS, INC., Defendant.	)	Civil Action No. 95CV28698

FIRST AMENDED COMPLAINT

Plaintiff, Tri-State Steel Drum, Inc. ("Tri-State"), files this First Amended Complaint against Defendant, Security Environmental Systems, Inc. ("Security Environmental") as a matter of course pursuant to O.C.G.A. § 9-11-15(a).

Upon information and belief, the registered agent for service of process for Security Environmental in the State of California, as identified in Tri-State's original Complaint, Jonathan Grossman, is no longer employed by the corporation in that capacity. Therefore, Tri-State amends Paragraph 2 of its original Complaint so as to delete the reference to service upon Jonathan Grossman as registered agent, and to insert in lieu thereof the name of Ellen L. Batzel, the President of the defendant corporation.

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Pursuant to O.C.G.A. § 9-11-10(c), Tri-State adopts and incorporates by reference herein its original Complaint in full, except as amended above, which as incorporated herein shall constitute Tri-State's First Amended Complaint.

BAKER, DONELSON, BEARMAN
& CALDWELL

By: James R. McKoon

James R. McKoon
Georgia Bar No. 495875
Attorneys for Plaintiff
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450-1800
(615) 756-2010

EXHIBIT 27 PAGE 309

IN THE SUPERIOR COURT OF CATOOSA COUNTY
STATE OF GEORGIA

TRI-STATE STEEL DRUM, INC. Plaintiff, V. SECURITY ENVIRONMENTAL SYSTEMS, INC., Defendant.	)	Civil Action No. 95CV28698

COMPLAINT

Plaintiff, Tri-State Steel Drum, Inc. ("Tri-State"), files this Complaint against Defendant, Security Environmental Systems, Inc. ("Security Environmental"), and for its cause of action states as follows:

JURISDICTIONAL STATEMENT

1. Tri-State is a Georgia corporation with its principal place of business located in Graysville, Catoosa County, Georgia.

2. Defendant, Security Environmental, is a Delaware corporation with its principal place of business located at 15302 Pipeline Lane, Huntington Beach, California 92649. Upon information and belief, Security Environmental is not qualified to do business in the State of Georgia, but at all times material hereto was conducting business in Georgia. Security Environmental may be served with process by serving its registered agent, Jonathan

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Grossman, at 15302 Pipeline Lane, Huntington Beach, California, 92649, in accordance with O.C.G.A. § 9-10-94.

3. Jurisdiction and venue are proper in this forum pursuant to O.C.G.A. §§ 9-10-90, *et seq*. In connection with business transactions between Security Environmental and Tri-State, Security Environmental has sent representatives to, and has caused certain waste materials to be delivered to, the State of Georgia and the County of Catoosa, and has conducted business within said State and County.

FACTUAL BACKGROUND

4. Tri-State has performed certain services for Security Environmental, including the receipt and handling of wastes at Tri-State's facility in Graysville, Georgia.

5. Security Environmental has failed and refused to remit payments due and owing to Tri-State for services rendered, per the terms agreed upon by the parties, despite repeated demands for payment by Tri-State. A copy of Tri-State's most recent demand letter to Security Environmental, dated January 20, 1995, is attached as Exhibit A.

6. On or about February 7, 1995, Security Environmental remitted a partial payment to Tri-State in the amount of $9,784.04, by check number 4309. On or about February 16, 1995, Security Environmental remitted a partial payment to Tri-State in the amount of $1,440.00, by check number 4370.

7. Applying the payments tendered by Security Environmental as credits toward the outstanding debt, the remaining outstanding principal balance owing to Tri-State by

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Security Environmental is $33,122.07. In addition, per the terms of the agreement of the parties, service charges have accrued and continue to accrue at the rate of 1.5% per month on past due amounts. Further, per the terms of the agreement of the parties, Security Environmental is responsible for Tri-State's attorneys' fees and collection costs resulting from the institution of the instant legal action to collect amounts owed.

8. In failing to make payment and in defending this action, Security Environmental is being stubbornly litigious as defined by Georgia law and is therefore liable to Tri-State for reasonable attorneys' fees and expenses related to pursuing and proving this action.

WHEREFORE, Tri-State demands judgment against Security Environmental and prays as follows:

(a) That proper process issue and be served requiring Security Environmental to answer this Complaint within the time required by law and the rules of this Court;

(b) That Tri-State have a judgment against Security Environmental for the principal amount of $33,122.07;

(c) That Tri-State have a judgment against Security Environmental for service or finance charges accrued, plus amounts accruing prior to the entry of judgment;

(d) That Tri-State have a judgment against Security Environmental for its reasonable attorneys' fees and for its litigation costs and expenses in connection with this action; and

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(e) That Tri-State have such other and further relief as may be just and proper.

BAKER, DONELSON, BEARMAN
& CALDWELL

By: _____
James R. McKoon
Georgia Bar No. 495875
Attorneys for Plaintiff
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450-1800
(615) 756-2010

TRI-STATE STEEL DRUM, INC.
P.O. BOX 95
CORNER OF GRAYSVILLE & JULIAN RD.
GRAYSVILLE, GEORGIA 30726
706-891-9726

Mr. John Wheeler
Security Environmental Systems, Inc.
15302 Pipeline Lane
Huntington Beach, CA 92649

January 20, 1995

Dear Mr. Wheeler:

In our phone conversation of January 16, 1995 you advised that we were number one on your list to pay and the funds would be forth coming when you got your tax returns in about two weeks. That would be about the end of January 1995.

As you are aware, Security Environmental Systems owes Tri-State/WSTT, Inc. the principal amount of $37,607.54, at this time.

By this letter, Tri-State hereby makes final demand for payment in full of the principal amount referenced in the preceding paragraph. In addition, service charges have accrued and continue to accrue on the principal outstanding balance at the rate of 1.5% per month on past due accounts. Moreover, SES will be responsible for attorney fees if the principal balance owing is not paid in full on January 30, 1995 or ten (10) days from the date of receipt of this notice. If the amount owing is paid in full within ten (10) days of receipt of this notice then your obligation to pay attorney's fee is void.

I understand we have material on our waste dock that is not included in the above payment sum, and our management is considering returning this material to the original generator(s).

Very truly yours,

Gordon D. Conner

Gordon D. Conner, Controller
WSTT, Inc.

EXHIBIT
A

27 PAGE 334

IN THE SUPERIOR COURT OF CATOOSA COUNTY
STATE OF GEORGIA

SUMMONS

TRI-STATE STEEL DRUM, INC.

CIVIL ACTION NUMBER 95CV28698

PLAINTIFF

VS.

SECURITY ENVIRONMENTAL SYSTEMS, INC.

DEFENDANT

TO THE ABOVE NAMED DEFENDANT: Security Environmental Systems, Inc.
Jonathan Grossman, Registered Agent
15302 Pipeline Lane, Huntington Beach, CA 92649

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is: Baker, Donelson, Bearman & Caldwell
James R. McKoon
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 22nd day of March, 19 95.

Clerk of Superior/State Court

BY /s/ Mary R Sutherland
Deputy Clerk

INSTRUCTIONS: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

27 PAGE 336

United States Bankruptcy Court CENTRAL District of SANTA ANA	PROOF OF CLAIM
In re (Name of Debtor) SECURITY ENVIROMENTAL SYSTEM INC.	Case Number SA 95 14034 JB Credit ID 1379938

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
UPS TRUCK LEASING INC.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name and Address Where Notices Should be Sent
UPS TRUCK LEASING INC
P.O. BOX 680
ADDISON, TX 75001
(310) 490-0516
Telephone No. (214) 702-8066

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if this address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
T70715

Check here if this claim ☐ replaces ☒ amends } a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☒ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (Describe briefly) LEASE TRUCK, RENTALS, REPAIRS, FUEL, & TAXES

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries and compensations (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
2/1/95 THROUGH 4/20/95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.

CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ _____

A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan - U.S.C. § 507(a)(4)
☐ Up to $900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
☐ Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7)
☐ Other - 11 U.S.C. §§ 507(a)(2), (a)(5) - (Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 24,513.70 (Unsecured) $ _____ (Secured) $ _____ (Priority) $ 24,513.70 (Total)

☐ Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
10/20/95	KEITH MELLER, CALIF. DISTRICT CONTROLLER

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
LC931480.040

CC 201
28 336 11-6-95

CA: 051 CALIFORNIA DISTRICT

ADJUST NUMBER	CUSTOMER NAME	ACCOUNT	ADJ TYPE	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	GL ACCOUNT	UNIT NUMBER	CREATED ON	CREATED BY	REASON CODE	DEBIT	CREDIT
061	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	06-JUL-95	T 35066097	425.54	540601-035-00-01-01		21-JUL-95	LAGUIRRE		425.54	
062	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	06-JUL-95	T 36066003	83.20	540601-036-00-01-01		21-JUL-95	LAGUIRRE		83.20	
065	~~SECURITY ENVIRONMENTAL SYSTEMS~~	~~T70715~~	~~INVOICE~~	~~17-JUL-95~~	~~TP35001196~~	226.53	540601-035-00-01-01		21-JUL-95	LAGUIRRE		~~226.53~~	
066	~~SECURITY ENVIRONMENTAL SYSTEMS~~	~~T70715~~	~~INVOICE~~	~~14-JUL-95~~	~~TL35066601~~	302.81	540601-035-00-01-01		21-JUL-95	LAGUIRRE		~~302.81~~	
												1,038.00	

GL SUMMARY

ACCOUNT	LOCATION	PROD LINE	FUNCTION	CO	ACCT DESCRIPTION	DEBIT	CREDIT
540601	035	00	01	01	BAD DEBT EXP (540601)	954.80	
540601	036	00	01	01	BAD DEBT EXP (540601)	83.20	
Sum						1,038.00	

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UPARADJ

UPS TRUCK LEASING
A/R ADJUSTMENT REGISTER

DATE: 24-APR-95

AREA: 853 CALIFORNIA DISTRICT

ADJUST NUMBER	CUSTOMER NAME	ACCOUNT	ADJ TYPE	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	GL ACCOUNT	UNIT NUMBER	CREATED ON	CREATED BY	REASON CODE	DEBIT	CREDIT
~~12332~~	~~SCHAEFFER INDUSTRIES~~	~~T70563~~	~~INVOICE~~	~~17-OCT-94~~	~~TA35112511~~	~~43.40~~	~~540601-035-00-01-01~~		~~24-APR-95~~	~~LAGUIRRE~~		~~43.40~~	
~~12333~~	~~MRIO VISUAL HEADQUARTERS CORP~~	~~T03906~~	~~INVOICE~~	~~06-OCT-94~~	~~TR36113031~~	~~179.37~~	~~540601-036-00-01-01~~		~~24-APR-95~~	~~LAGUIRRE~~		~~179.37~~	
12334	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	17-MAR-95	T 35061720	63.16	540601-035-00-01-01		24-APR-95	LAGUIRRE		63.16	
12335	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	17-MAR-95	T 35061731	571.78	540601-035-00-01-01		24-APR-95	LAGUIRRE		571.78	
12336	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	09-MAR-95	TA35 15527	251.94	540601-035-00-01-01		24-APR-95	LAGUIRRE		251.94	
12337	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	22-FEB-95	TA35115121	232.30	540601-035-00-01-01		24-APR-95	LAGUIRRE		232.30	
12338	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	01-MAR-95	TA35115301	88.62	540601-035-00-01-01		24-APR-95	LAGUIRRE		88.62	
12339	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	02-MAR-95	TF35000863	62.60	540601-035-00-01-01		24-APR-95	LAGUIRRE		62.60	
12340	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	23-MAR-95	TF35000914	196.64	540601-035-00-01-01		24-APR-95	LAGUIRRE		196.64	
12341	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	06-FEB-95	TL35059015	3,904.70	540601-035-00-01-01		24-APR-95	LAGUIRRE		3,904.70	
12342	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	02-MAR-95	TL35061034	3,935.04	540601-035-00-01-01		24-APR-95	LAGUIRRE		3,935.04	
12343	SECURITY ENVIRONMENTAL SYSTEMS	T70715	LINE	06-APR-95	TL35062577	3,843.73	540601-035-00-01-01		24-APR-95	LAGUIRRE		2,092.25	
12344	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	02-MAR-95	TM35006103	426.64	540601-035-00-01-01		24-APR-95	LAGUIRRE		426.64	
12345	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	01-FEB-95	TM36355962	545.00	540601-036-00-01-01		24-APR-95	LAGUIRRE		545.00	
12346	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	08-FEB-95	TM36355997	504.00	540601-036-00-01-01		24-APR-95	LAGUIRRE		504.00	
12347	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	17-FEB-95	TM36356034	506.00	540601-036-00-01-01		24-APR-95	LAGUIRRE		506.00	
12348	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	22-FEB-95	TM36356069	504.00	540601-036-00-01-01		24-APR-95	LAGUIRRE		504.00	
12349	SECURITY ENVIRONMENTAL SYSTEMS	T70715	INVOICE	02-MAR-95	TM36356104	66.00	540601-036-00-01-01		24-APR-95	LAGUIRRE		66.00	
Sum												15,133.44	

GL SUMMARY

ACCOUNT	LOCATION	PROD LINE	FUNCTION	CO	ACCT DESCRIPTION	DEBIT	CREDIT
540601	035	00	01	01	BAD DEBT EXP (540601)	12,669.07	
540601	036	00	01	01	BAD DEBT EXP (540601)	2,464.37	
Sum						15,133.44	

!!

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SECURITY ENVIRONMENTAL SYSTEMS, INC.
CONTRACT TERMINATION SHORTFALL

VEHICLE NUMBER	PREPAID LICENSE COSTS	VEHICLE SALE SHORTFALL	VEHICLE TOTAL
08014	$919.50	$3,631.40	$4,550.90
08017	$911.99	$3,631.40	$4,543.39
		TOTAL	$9,094.29

VEHICLE SALE SHORTFALL

VEHICLE NUMBER	I/S DATE	ORIGINAL SCH "A" VALUE	MONTHS' I.S.	MONTHLY DEPREC	ACCUM DEPREC	7/1/95 SCH "A" VALUE	SALE PRICE	SALE SHORTFALL
08014	4/1/93	$42,447.00	27	$622.80	$16,815.60	$25,631.40	22,000.00	$3,631.40
08017	4/1/93	$42,447.00	27	$622.80	$16,815.60	$25,631.40	22,000.00	$3,631.40

*10 (Official Form 10)
(Rev. 12/92)

United States Bankruptcy Court

Central District of California (Santa Ana)

PROOF OF CLAIM

95-14034

1379972

95 MAY 19 AM 11:01

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: DEPUTY

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034-JB

Cred.id: 1379972

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Wrenn Handling Inc.

Name and Address Where Notices Should be Sent
Wrenn Handling Inc.
Drawer CS 100916
Atlanta, GA. 30384

Telephone No.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (Describe briefly) RENTAL

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
2/23/95 – 4/20/95

3. IF COURT JUDGMENT, DATE OBTAINED:
N/A

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
*Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☐ UNSECURED NONPRIORITY CLAIM $ 1345.00
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C.§ 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 1345.00 (Unsecured) $_____ (Secured) $_____ (Priority) $ 1345.00 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5/15/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
James H Landis CREDIT MANAGER
JAMES H LANDIS

CC 58
5-30-95

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

EXHIBIT 29 PAGE 340

106008714

SECURITY ENVIRONMENTAL

INVOICE		
59800 M	2/23/95	$ 650.00
59800 N	3/22/95	650.00
59800 O	4/20/95	45.00
TOTAL		1345.00

B10 (Official Form 10)
(Rev. 12/92)

95-14034

1379977

FILED
MAY 26 1995
CLERK US SECURITY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

United States Bankruptcy Court
Central District of California (Santa Ana)

PROOF OF CLAIM

In re (Name of Debtor)
Security Environmental Systems, Inc.

Case Number SA 95-14034 JB

Cred.id: 1379977

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
Yale Industrial Trucks

Name and Address Where Notices Should be Sent
Yale Industrial Trucks
812 S Atlanta Ave
Orlando, FL 32801

Telephone No. (813) 621-4671

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
869410

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (Describe briefly) Forklift Rental

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
1/01/95 - 3/31/95

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $_____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $_____

☒ UNSECURED NONPRIORITY CLAIM $ 11,008.10
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $_____
Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
☐ Up to $1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § (507)(a)(6)
☐ Taxes or penalties of governmental units-11 U.S.C. § 507(a)(7)
☐ Other-Specify applicable paragraph of 11 U.S.C. § 507(a)_____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ 11,008.10 (Unsecured) $ — (Secured) $ — (Priority) $ 11,008.10 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
5/23/95

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
[signature] ALAND R. WELLS VP

Cl. 94
6-7-95

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§ 152 and 3571.

30 342

Yale Industrial Trucks
Material Handling Products

2230 N. U.S. Highway 301
Tampa, Florida 33619
(813) 621-4671
(800) 780-4671
FAX (813) 628-0555

812 S. Atlanta Avenue
Orlando, Florida 32801
(407) 843-0134
(800) 330-0134
FAX (407) 648-8923

710 Haines Street
Jacksonville, Florida 32202
(904) 359-0451
(800) 340-0451
FAX (904) 359-0163

Make check payable to and remit to
Yale Industrial Trucks
Gulf / Atlantic
Box 23123
Tampa, FL 33623

INVOICE # 03E2609660
PAGE 01

DATE 01/30/95

869410 777

Sold To:
SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

Ship To:
JACKSONVILLE OPERATION
ATTN: SHAWN

X

Payable Upon Receipt.
TERMS: Upon Receipt.

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL
	MLH	01/30/95	Our Truck	X	

QUANT. ORD.	QUANT. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Contract # 03CR005785 1		
1	1		3451	*R513253 Rental Month(s)	640.00	640.00
				From: 01/01/95 thru: 01/31/95		
				Desc: GAS/PNEUMATIC		
				Make: YALE		
				Model: GLP060TENUAE086		
				Ser #: 513253		
				**TRUCK LOCATION NAS MAYPORT.		
1	1		3451	*R525025 Rental Month(s)	640.00	640.00
				From: 01/01/95 thru: 01/31/95		
				Desc: GAS/CUSHION		
				Make: YALE		
				Model: GLC050DENUAE083		
				Ser #: 525025		
				**TRUCK LOCATION NAS KINGS BAY GA.		
1	1		3451	*R513243 Rental Month(s)	640.00	640.00
				From: 01/01/95 thru: 01/31/95		
				Desc: GAS/PNEUMATIC		
				Make: YALE		
				Model: GLP050TENUAE086		
				Ser #: 513243		
				**TRUCK LOCATION NAS JACKSONVILLE.		
9	9		3451	*U494100 Rental Day(s)	100.00	900.00
				From: 01/01/95 thru: 01/09/95		
				Desc: DIESEL/PNEUMATC		
				Make: YALE		
				Model: GDP080LCNSBE080		
				Ser #: 494100		
				***TO INVOICE (9) ONE DAY RENTALS @		
				***$100.00 PER DAY.		
11	11		9249	*U494100 Pickup & Delivery	75.00	825.00
				***TO INVOICE (9) P&D @ $75.00 EA.		
				***AND CAMP BLANDING ROUNDTRIP @ $150.00		

********** C O N T I N U E D **********

Advance Floor Sweepers & Scrubbers · Attachments · Batteries & Chargers · Casters & Wheels · Carts & Dollies · Dock Boards · Dock Equipment · Magliner Hand Trucks
Pallet Jacks · Pallet Racks · Racking & Shelving · Taylor-Dunn Personnel Carriers · Warehouse Layout & Design Specialists · Yale Hoists · Yale Lift Trucks

Price Current at Time of Shipment and Subject to Change Without Notice

MINIMUM BILLING TEN ($10.00) DOLLARS

ANY ACCOUNT NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL BE CHARGED 1½% FINANCE CHARGE PER MONTH (18% PER ANNUM) ON UNPAID BALANCE. 90% DUE ON RECEIPT. 10% DUE IN 10 DAYS.

ACCOUNTS RECEIVABLE

PARTS ORDERED SPECIAL ARE NOT RETURNABLE.
NO PARTS RETURNED WITHOUT AUTHORIZATION.

Yale Industrial Trucks
Material Handling Products

2230 N. U.S. Highway 301
Tampa, Florida 33619
(813) 621-4671
(800) 780-4671
FAX (813) 628-0555

812 S. Atlanta Avenue
Orlando, Florida 32801
(407) 843-0134
(800) 330-0134
FAX (407) 648-8923

710 Haines Street
Jacksonville, Florida 32202
(904) 359-0451
(800) 340-0451
FAX (904) 359-0163

Make check payable to and remit to
Yale Industrial Trucks
Gulf/Atlantic
Box 23123
Tampa, FL 33623

INVOICE # 03E2609660
PAGE 02

DATE 01/30/95

869410

777

Sold To:
SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

Ship To:
JACKSONVILLE OPERATION
ATTN: SHAWN

X

Payable Upon Receipt
Terms: Upon Receipt

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
	MLH	01/30/95	Our Truck	X	

QUANT. ORD.	QUANT. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				SUB-TOTAL		3645.00
				SALES TAX		218.70
						==========
				INVOICE TOTAL		3863.70

30 344

Advance Floor Sweepers & Scrubbers · Attachments · Batteries & Chargers · Casters & Wheels · Carts & Dollies · Dock Boards · Dock Equipment · Magliner Hand Trucks
Pallet Jacks · Pallet Racks · Racking & Shelving · Taylor-Dunn Personnel Carriers · Warehouse Layout & Design Specialists · Yale Hoists · Yale Lift Trucks

Price Current at Time of Shipment and Subject to Change Without Notice

MINIMUM BILLING TEN ($10.00) DOLLARS

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ACCOUNTS RECEIVABLE

PARTS ORDERED SPECIAL ARE NOT RETURNABLE.

NO PARTS RETURNED WITHOUT AUTHORIZATION.

Yale Industrial Trucks
Material Handling Products

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Tampa, Florida 33619
(813) 621-4671
(800) 780-4671
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(800) 330-0134
FAX (407) 648-8923

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Jacksonville, Florida 32202
(904) 359-0451
(800) 340-0451
FAX (904) 359-0163

Make check payable to and remit to
Yale Industrial Trucks
Gulf/Atlantic
Box 23123
Tampa, FL 33623

INVOICE # 03E2644710
PAGE 01

DATE 02/27/95

869410 777

Sold To: SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

Ship To: JACKSONVILLE OPERATION
ATTN: SHAWN

X

Terms: Net Upon Receipt — Payable Upon Receipt

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
	MLH	02/27/95	Our Truck	X	

QUAN. ORDERED	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Contract # 03CR005911 1		
1	1		3451	*R513253 Rental Month(s)	640.00	640.00
				From: 02/01/95 thru: 02/28/95		
				Desc: GAS/PNEUMATIC		
				Make: YALE		
				Model: GLP060TENUAE086		
				Ser #: 513253		
				**TRUCK LOCATION NAS MAYPORT.		
1	1		3451	*R525025 Rental Month(s)	640.00	640.00
				From: 02/01/95 thru: 02/28/95		
				Desc: GAS/CUSHION		
				Make: YALE		
				Model: GLC050DENUAE083		
				Ser #: 525025		
				**TRUCK LOCATION NAS KINGS BAY GA.		
1	1		3451	*R513243 Rental Month(s)	640.00	640.00
				From: 02/01/95 thru: 02/28/95		
				Desc: GAS/PNEUMATIC		
				Make: YALE		
				Model: GLP050TENUAE086		
				Ser #: 513243		
				**TRUCK LOCATION NAS JACKSONVILLE.		
7	7		3451	*N549618 Rental Day(s)	100.00	700.00
				From: 02/01/95 thru: 02/07/95		
				Desc: DUAL FUEL		
				Make: YALE		
				Model: GTP030AFNUAE084		
				Ser #: 549618		
				***TO INVOICE (7)ONE DAY RENTALS @		
				***$100.00 PER DAY.		
6	6		9249	*N549618 Pickup & Delivery	75.00	450.00
				***TO INVOICE (6) P&D @ $75.00 EA.		
					30	345

********** C O N T I N U E D **********

Advance Floor Sweepers & Scrubbers · Attachments · Batteries & Chargers · Casters & Wheels · Carts & Dollies · Dock Boards · Dock Equipment · Mogliner Hand Trucks
Pallet Jacks · Pallet Racks · Racking & Shelving · Taylor-Dunn Personnel Carriers · Warehouse Layout & Design Specialists · Yale Hoists · Yale Lift Trucks

Price Current at Time of Shipment and Subject to Change Without Notice

MINIMUM BILLING TEN ($10.00) DOLLARS

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PARTS ORDERED SPECIAL ARE NOT RETURNABLE.
NO PARTS RETURNED WITHOUT AUTHORIZATION.

ACCOUNTS RECEIVABLE

Yale Industrial Trucks
Material Handling Products

2230 N. U.S. Highway 301
Tampa, Florida 33619
(813) 621-4671
(800) 780-4671
FAX (813) 628-0555

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Orlando, Florida 32801
(407) 843-0134
(800) 330-0134
FAX (407) 648-8923

710 Haines Street
Jacksonville, Florida 32202
(904) 359-0451
(800) 340-0451
FAX (904) 359-0163

Make check payable to and remit to
Yale Industrial Trucks
Gulf / Atlantic
Box 23123
Tampa, FL 33623

INVOICE # 03E2644710
PAGE 02

DATE 02/27/95

869410 777

Sold To: SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

Ship To: JACKSOVNILLE OPERATION
ATTN: SHAWN

X

Payable Upon Receipt
Terms: Upon Receipt

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
	MLH	02/27/95	Our Truck	X	

QUANT. ORD.	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				SUB-TOTAL		3070.00
				SALES TAX		184.20
				INVOICE TOTAL		3254.20

30 346

Advance Floor Sweepers & Scrubbers · Attachments · Batteries & Chargers · Casters & Wheels · Carts & Dollies · Dock Boards · Dock Equipment · Magliner Hand Trucks Pallet Jacks · Pallet Racks · Racking & Shelving · Taylor-Dunn Personnel Carriers · Warehouse Layout & Design Specialists · Yale Hoists · Yale Lift Trucks

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ACCOUNTS RECEIVABLE

Yale Industrial Trucks
Material Handling Products

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Tampa, Florida 33619
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(800) 780-4671
FAX (813) 628-0555

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FAX (407) 648-8923

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(904) 359-0451
(800) 340-0451
FAX (904) 359-0163

Make check payable to and remit to:
Yale Industrial Trucks
Gulf/Atlantic
Box 23123
Tampa, FL 33623

INVOICE # 03E2685900
PAGE 01

DATE 03/30/95

869410

Sold To:
SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

869410

Ship To:
SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

Payable Upon Receipt
Terms: Upon Receipt

X

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL
	MLH	03/30/95	Our Truck	X	

QUAN. ORDERED	QUAN. SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				Contract # 03CR006052 1		
1	1		3451	*R513253 Rental Month(s)	640.00	640.00
				From: 03/01/95 thru: 03/31/95		
				Desc: GAS/PNEUMATIC		
				Make: YALE		
				Model: GLP060TENUAE086		
				Ser #: 513253		
				**TRUCK LOCATION NAS MAYPORT.		
1	1		3451	*R525025 Rental Month(s)	640.00	640.00
				From: 03/01/95 thru: 03/31/95		
				Desc: GAS/CUSHION		
				Make: YALE		
				Model: GLC050DENUAE083		
				Ser #: 525025		
				**TRUCK LOCATION NAS KINGS BAY GA.		
1	1		3451	*R513243 Rental Month(s)	640.00	640.00
				From: 03/01/95 thru: 03/31/95		
				Desc: GAS/PNEUMATIC		
				Make: YALE		
				Model: GLP050TENUAE086		
				Ser #: 513243		
				**TRUCK LOCATION NAS JACKSONVILLE.		
10	10		3451	*R404733 Rental Day(s)	100.00	1000.00
				From: 03/01/95 thru: 03/10/95		
				Desc: FORKLIFT		
				Make: YALE		
				Model: GLC030ABNUAE083		
				Ser #: 404733		
				***TO INVOICE (10) ONE DAY RENTALS @		
				***$100.00 PER DAY.		
10	10		9249	*R404733 Pickup & Delivery	75.00	750.00
				***TO INVOICE (10) P&D @ $75.00 EA.		
					30	347

**********CONTINUED**********

Advance Floor Sweepers & Scrubbers · Attachments · Batteries & Chargers · Casters & Wheels · Carts & Dollies · Dock Boards · Dock Equipment · Lagliner Hand Trucks · Pallet Jacks · Pallet Racks · Racking & Shelving · Taylor-Dunn Personnel Carriers · Warehouse Layout & Design Specialists · Yale Hoists · Yale Lift Trucks

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ACCOUNTS RECEIVABLE

Yale Industrial Trucks
Material Handling Products

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(813) 621-4671
(800) 780-4671
FAX (813) 628-0555

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Orlando, Florida 32801
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(800) 330-0134
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Yale Industrial Trucks
Gulf/Atlantic
Box 23123
Tampa, FL 33623

INVOICE # 03E2685900
PAGE 02

DATE 03/30/95

869410

Sold To:
SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

869410

Ship To:
SECURITY ENVIRONMENTAL
15302 PIPELINE LANE

HUNTINGTON BCH, CA 92649

Payable Upon Receipt
Terms: Upon Receipt

X

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	VIA	PPD.	COLL.
	MLH	03/30/95	Our Truck	X	

ORDERED	QUANTITY SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL
				SUB-TOTAL		3670.00
				SALES TAX		220.20
				INVOICE TOTAL		3890.20

30 346

Advance Floor Sweepers & Scrubbers · Attachments · Batteries & Chargers · Casters & Wheels · Carts & Dollies · Dock Boards · Dock Equipment · Magliner Hand Trucks · Pallet Jacks · Pallet Racks · Racking & Shelving · Taylor-Dunn Personnel Carriers · Warehouse Layout & Design Specialists · Yale Hoists · Yale Lift Trucks

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ACCOUNTS RECEIVABLE

SECURITY ENVIRONMENTAL SYSTEMS
AGGREGATE PAYMENTS IN EXCESS OF $600
FROM 1/20/95 TO 4/20/95

VEND #	CK #	NAME OF PAYEE	ADDRESS OF PAYEE	DATES	AMOUNT	AMOUNT DUE
100175	4589	AICCO Inc	777 South Figueroa Suite 1401	03/16/95	38,638.07	
100175	4439		Los Angeles, CA 90017	02/22/95	38,738.07	
					77,376.14	77,476.14
100177	4358	All Cities Permit Services	P.O. Box 866	02/09/95	5,000.00	
100177	4574		Fontana, CA 92334	03/14/95	4,700.00	
					9,700.00	300.00
100182	4312	All Waste	P.O. Box 1403	02/03/95	32,482.00	
			Forrest Park, GA 30051		32,482.00	147,589.87
100184	4391	Alpha- Omega Printing	211 W Third St Roswell NM 88202	02/14/95	756.44	
					756.44	0.00
100322	4335	American Diversified Silver	2120 S Yale Santa Ana CA 92704	02/07/95	1,087.50	
					1,087.50	0.00
100301	4684	American Express	P.O. Box 53815	03/30/95	4,338.00	
100301	4719	American Express	Phoenix AZ 85072	04/17/95	476.00	
100301	4226	American Express		01/31/95	405.00	
100301	4227	American Express		01/31/95	422.58	
					5,641.58	0.00
100325	4302	American Resource Recov	P.O. Box 1533	02/03/95	31,829.40	
100325	4529	American Resource Recov	Memphis, TN 38101	03/04/95	40,000.00	
100325	4590	American Resource Recovery	Perma Fix	03/16/95	27,240.02	
					99,069.42	215,420.88
100363	4437	Analytical Industrial Resean	4295 Cromwell Rd #614	02/22/95	5,879.50	
100363	4591	Analytical Industrial Resean	Chattanooga, TN 37421	03/16/95	5,360.00	
100363	4652	Analytical Industrial Research		03/28/95	9,915.00	
100363	4592	Analytical Industrial Research		03/16/95	2,572.50	
100363	4292	Analytical Industrial Research		02/03/95	21,233.00	
					45,060.00	25,121.70
101049	4446	Andy Burchett	1815 East O Street	02/24/95	1,492.68	
101049	4445	Andy Burchett	Wilmington, CA 90744	02/24/95	15,451.20	
101120	4650	Andy Burchett-California Chemical Disp.		03/28/95	6,625.00	
					23,568.88	142,554.74
100366	4657	Apex Cleaning Service	19131 Newland Huntington Beach CA 92646	03/28/95	466.67	
100366	4179	Apex Cleaning Service		01/23/95	350.00	
100366	4625	Apex Cleaning Service		03/22/95	350.00	
					1,166.67	0.00
100364	4629	Apex Drum Inc	5226 Ferguson Drive	03/23/95	1,016.75	
100364	4268	Apex Drum Inc	Commerce, CA 90022	02/02/95	605.25	
					1,622.00	453.75

EXHIBIT 31 PAGE 350

100369	4619	Apple One	327 W Broadway Glendale, CA 91209	5	2,571.98 2,571.98	1,355.20
100371	4637	APTUS	P.O. Box 73121	03/23/95	2,770.55	
100371	4167	APTUS	Chicago, IL 60673	01/20/95	425.00	
					3,195.55	987.68
100383	4398	Aramark Uniform Services	P.O. Box 5208 Santa Ana, CA 92704	02/15/95	1,331.25 1,331.25	1,877.40
100385	4558	Artesia Wool & Supply	P.O. Box 1346	03/09/95	1,200.00	
100385	4344	Artesia Wool & Supply	Artesia NM 88210	02/07/95	1,200.00	
100385	4181	Artesia Wool & Supply		01/23/95	1,200.00	
100385	4221	Artesia Wool & Supply		01/30/95	1,200.00	
					4,800.00	0.00
100554	4233	AT&T	P.O. Box 10192	01/31/95	33.32	
100554	4499	AT&T	Van Nuys, CA 91410	02/28/95	15.45	
100554	4500	AT&T		02/28/95	22.60	
100554	4257	AT&T		02/01/95	596.75	
100554	4503	AT&T		02/28/95	125.49	
100554	4498	AT&T		02/28/95	49.63	
					843.24	629.40
100552	4242	AT&T Credit Corp	P.O. Box 85340	01/31/95	873.26	
100552	4243	AT&T Credit Corp	Louisville, KY 40265	01/31/95	254.74	
100552	4501	AT&T Credit Corp		02/28/95	416.22	
					1,544.22	416.22
108840	4170	Bank of the West	P.O. Box 8188	01/20/95	6,594.55	
108840	4621	Bank of the West	Walnut Creek CA 94596	03/22/95	6,594.55	
108840	4314	Bank of the West		02/03/95	7,963.07	
					21,152.17	13,348.53
100627	4605	Bennett's Leasing	P O. box 61856	03/20/95	273.88	
100627	4304	Bennett's Leasing	Jacksonville, FL 32205	02/03/95	913.44	
					1,187.32	10.70
*103685	4196	BMW Financial Services	P.O. Box 288	01/26/95	1,309.54	
103685	4534	BMW Financial Services	Hilliard OH 43026	03/04/95	1,964.31	
					3,273.85	654.77
601039	4617	Brain Koenig	Exemption 6: Privacy	03/22/95	400.00	
601039	4441	Brain Koenig		02/22/95	200.00	
601039	4454	Brian Koenig		02/25/95	660.27	
601039	4614	Brian Koenig		03/21/95	878.56	
601039	4268	Brian Koenig		02/02/95	446.55	
601039	4263	Brian Koenig		02/02/95	362.88	
					2,948.26	0.00
100616	4329	Broco Enviornmental	2824 N Locust Ave	02/07/95	9,600.00	
100616	4723	Broco Enviornmental	Rialto, CA 92376	04/17/95	2,680.00	
100616	4429	Broco Enviornmental		02/17/95	695.00	
					12,975.00	9,832.30
100608	4585	Brouchin Enter	Exemption 6: Privacy	03/16/95	5,000.00	
100608	4331	Brouchin Enter		02/07/95	5,000.00	

EXHIBIT 31 PAGE 351

100608	4177	Brouchin Enter		01/23/95	5,000.00	
					15,000.00	3,333.33
101048	4269	Buchalter Nemer et al	601 S Figueroa Suite 2500	02/02/95	150,000.00	
101048	4448	Buchalter Nemer et al	Los Angeles, CA 90017	02/25/95	5,000.00	
101048	4447	Buchalter Nemer et al		02/25/95	5,000.00	
					160,000.00	140,265.74
101051	4396	Business Wire	44 Montgomery St #2185	02/14/95	1,335.00	
			San Francisco, CA 94104		1,335.00	4,220.00
101120	4156	California Chemical Dispos	1815 East O Street	01/20/95	10,266.07	
101120	4444	California Chemical Dispos	Wilmington, CA 90744	02/24/95	40,166.67	
					50,432.74	111,119.88
101095	4467	Capistrano Software	30290 Rancho Viejo Rd #121	02/25/95	3,000.00	
101095	4184	Capistrano Software	San Juan Capristrano, CA 92675	01/24/95	2,605.31	
101095	4686	Capistrano Software		04/07/95	3,655.23	
					9,260.54	2,369.97
107710	4219	Cardlock Fuels	1852 W Collins	01/30/95	7,066.95	
			Orange, CA 92613		7,066.95	4,120.41
101231	4343	Central City Box		02/07/95	2,016.41	
					2,016.41	2,016.41
101110	4189	CF Equipment	386 Andrews Road	01/25/95	878.87	
			Columbus, GA 31903		878.87	583.00
107548	4595	Charles Smith	Exemption 6: Privacy	03/16/95	550.00	
107548	4357	Charles Smith		02/09/95	550.00	
					1,100.00	0.00
101256	4223	Chemical Waste Managem	4227 Technology Drive	01/31/95	5,126.00	
101256	4427	Chemical Waste Managem	Fremont, CA 94538	02/17/95	3,498.00	
101256	4217	Chemical Waste Management		01/30/95	2,000.00	
101256	4401	Chemical Waste Management		02/15/95	577.50	
101256	4400	Chemical Waste Management		02/15/95	1,430.00	
101256	4399	Chemical Waste Management		02/15/95	1,375.00	
					14,006.50	98,039.77
101269	4626	CMAX-United California Dis	P.O. Box 271510	03/22/95	12,165.50	
101269	4468	CMAX-United California Dis	Oklahoma City, OK 73370	02/25/95	8,436.00	
101269	4354	CMAX-United California Discount		02/08/95	2,749.00	
					23,350.50	26,507.00
TEMP	4537	Connolly, Bove		03/05/95	10,000.00	
					10,000.00	??
101282	4531	Contintental Air Cond	11521 Monarch St	03/04/95	966.46	
			Garden Grove, CA 92641		966.46	272.04
TEMP	4658	C&W Truck & Equip		03/28/95	1,015.87	
					1,015.87	0.00
106562	4607	Daniel K Rohrer	Exemption 6: Privacy	03/21/95	636.84	
106562	4455	Daniel K Rohrer		02/25/95	165.03	

EXHIBIT 31 PAGE 352

106582	4281	Daniel K Rohrer		02/03/95	290.23	
					1,092.10	0.00
601294	4608	Daniel Koenig	Exemption 6: Privacy	03/21/95	1,250.09	
601294	4279	Daniel Koenig		02/03/95	544.16	
601294	4280	Daniel Koenig		02/03/95	500.00	
601294	4540	David Koenig		03/06/95	932.82	
					3,227.07	0.00
TEMP	4527	Davis W Tremaine	Exemption 6: Privacy	03/03/95	990.00	
					990.00	0.00
108022	4431	Deleware Sec of State	1209 Orange St	02/17/95	50.00	
108022	4430	Deleware Sec of State	Wilmington, DE 19801	02/17/95	2,581.50	
					2,631.50	10,066.23
TEMP	4669	Dept of Toxic Substances	P.O. Box 806 Sacramento CA 95812	03/31/95	6,236.00	
					6,236.00	
101340	4319	DMV	P.O. Box 942894	02/06/95	39,721.60	
101340	4321	DMV	SACRAMENTO CA 94294	02/06/95	998.00	
101340	4320	DMV		02/06/95	3,637.00	
101340	4230	DMV		01/31/95	245.00	
101340	4687	DMV (Cashier ck)		04/07/95	4,934.98	
					49,534.58	0.00
100629	4220	Don Bennett	Exemption 6: Privacy	01/30/95	835.00	
100629	4345	Don Bennett		02/07/95	835.00	
100629	4570	Don Bennett		03/13/95	835.00	
100629	4180	Don Bennett		01/23/95	835.00	
					3,340.00	0.00
TEMP	4348	Don Chelius	Exemption 6: Privacy	02/07/95	482.74	
TEMP	4680	Don Chelius		04/05/95	49.54	
TEMP	4347	Don Chelius		02/07/95	5,822.50	
					6,354.78	0.00
108839	4318	Dru Westhall	Exemption 6: Privacy	02/03/95	1,288.41	
108839	4232	Dru Westhall		01/31/95	313.98	
					1,602.39	0.00
101399	WIRE	Duane, Morris & Meckscher	1201 Market St	03/03/95	10,000.00	
101399	4538	Duane, Morris & Meckscher	Wilmington, DE 19801	03/05/95	1,500.00	
101399	WIRE	Duane, Morris & Meckscher		04/04/95	5,000.00	
101399	4536	Duane, Morris & Meckscher		03/05/95	15,000.00	
101399	4338	Duane, Morris & Meckscher		02/07/95	5,000.00	
101399	WIRE	Duane, Morris & Meckscher		01/31/95	5,000.00	
					41,500.00	36,000.00
101445	4273	Eagle Distributing		02/03/95	5,370.80	
					5,370.80	0.00
101455	[illegible]	Edgemont Business Systems	P.O. Box 2479 Cypress CA 90630	01/25/95	1,131.77	
101455	[illegible]	Edgemont Business Systems		03/10/95	1,131.77	
101455	[illegible]	Edgemont Business Systems		02/09/95	19.72	
101455	4512	Edgemont Business Systems		02/28/95	497.80	
					2,781.06	3,818.52

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101510	4207	Ellen L Batzel		01/26/95	793.89	
101510	4323	Ellen L Batzel - Loan		02/06/95	50,000.00	
101510	4395	Ellen L Batzel - Loan		02/14/95	50,000.00	
101510	4395	Ellen L Batzel - Loan Interest		02/14/95	256.13	
101510	4460	Ellen L Batzel		02/25/95	399.70	
101510	4677	Ellen L Batzel		04/04/95	1,077.57	
101510	4727	Ellen L Batzel - Cash		04/19/95	295.80	
					102,823.09	42,756.16
101578	WIRE	Enviormmental Transportation	P.O. Box 850020	03/03/95	10,028.00	
101578	4421	Enviormmental Transportation	Oklahoma City	02/17/95	784.00	
101578	4371	Enviormmental Transportation	OK 73185	02/10/95	3,430.00	
					14,222.00	20,214.10
106160	4155	Enviropur West Corp	2651 Walnut Ave	01/20/95	1,100.00	
106160	4167	Enviropur West Corp	Signal Hill, CA 90806	01/25/95	525.00	
106160	4378	Enviropur West Corp		02/10/95	1,800.00	
106160	4214	Enviropur West Corp		01/28/95	300.00	
106160	4376	Enviropur West Corp		02/10/95	1,400.00	
106160	4197	Enviropur West Corp		01/26/95	1,100.00	
106160	4284	Enviropur West Corp		02/02/95	875.00	
106160	4416	Enviropur West Corp		02/16/95	210.00	
106160	4556	Enviropur West Corp		03/08/95	6,843.18	
106160	4379	Enviropur West Corp		02/10/95	1,400.00	
106160	4213	Enviropur West Corp		01/28/95	1,400.00	
106160	4216	Enviropur West Corp		01/30/95	5,292.00	
106160	4413	Enviropur West Corp		02/16/95	850.00	
106160	4557	Enviropur West Corp		03/08/95	600.00	
106160	4463	Enviropur West Corp		02/25/95	2,500.00	
106160	4384	Enviropur West Corp		02/14/95	2,976.00	
106160	4649	Enviropur West Corp		03/27/95	2,800.00	
106160	4634	Enviropur West Corp		03/23/95	4,473.00	
106160	4265	Enviropur West Corp		02/02/95	600.00	
106160	4415	Enviropur West Corp		02/16/95	750.00	
106160	4663	Enviropur West Corp		03/30/95	2,505.00	
					40,799.18	18,644.55
101650	4310	Federal Express	P.O.Box 1140 Dept A	02/03/95	2,687.43	
101650	4168	Federal Express	Memphis, Tenn. 38101	01/20/95	2,688.00	
					5,375.43	5,573.71
101675	4660	Ferro Union, Inc	1000 Francisco Street	03/30/95	2,000.00	
			Torrance, CA 90502		2,000.00	83,850.90
101600	4587	FHP Inc	1000 Studebaker Rd	03/16/95	13,423.76	
101600	4289	FHP Inc	Long Beach, Ca 90815	02/03/95	5,348.02	
101600	4442	FHP Inc		02/23/95	13,354.04	
					32,125.82	7,058.89
TEMP	4633	Florida WCJHA	P.O. Box 3556	03/23/95	3,394.00	
TEMP	4316	Florida WCJHA	Orlando, FL 32802	02/03/95	191.00	
					3,585.00	24,573.00
101663	4418	FMM Drum Service Inc	P.O.Box 6083	02/16/95	2,921.34	
			Jacksonville, FL 32236		2,921.34	2,407.96
101667	4656	Ford Motor Credit	EH A290 204R	03/28/95	349.82	
101667	4620	Ford Motor Credit	P.O. Box88306 Eh	03/22/95	970.24	
101667	4300	Ford Motor Credit	Chicago, IL 60680	02/03/95	1,175.16	
101667	4301	Ford Motor Credit		02/03/95	1,049.46	

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101667	4174	Ford Motor Credit	P.O. Box 105332 Atlanta GA 30348	01/23/95	190.85	
101667	4655	Ford Motor Credit		03/28/95	391.72	
					4,127.25	741.54
X TEMP	4366	Gary G Frazier		02/10/95	989.56	
					989.56	0.00
102624	4157	Greg Page & Assoc	1855 Wells Rd #8 Orange Park FL 32073	01/20/95	1,035.38	
					1,035.38	0.00
102200	4240	GTE California	P.O. Box 215 Newbury Park CA 91319	01/31/95	1,411.51	
102200	4196	GTE California		01/26/95	256.49	
102200	4494	GTE California		02/28/95	36.21	
102200	4493	GTE California		02/28/95	311.49	
102200	4491	GTE California		02/28/95	283.38	
102200	4490	GTE California		02/28/95	139.40	
102200	4492	GTE California		02/28/95	837.32	
					3,075.80	2,538.05
102700	4651	Harbor Bank	5252 Katella Ave.	03/28/95	397.28	
102700	4297	Harbor Bank	Los Alamitos, CA 90720	02/03/95	379.22	
					776.50	0.00
102727	4253	Hazardous Waste Recoven	6300 Stadium Drive	02/01/95	148,883.75	
102727	4581	Hazardous Waste Recoven	Kansas City, MO 64129	03/15/95	50,784.00	
102727	4717	Hazardous Waste Recovery		04/13/95	5,000.00	
102727	4386	Hazardous Waste Recovery		02/14/95	56,803.00	
102727	4169	Hazardous Waste Recovery		01/20/95	17,500.00	
102727	WIRE	Hazardous Waste Recovery		03/02/95	52,000.00	
					330,970.75	222,451.10
102775	4337	Hertz Equipment Rental	P.O. Box 26390 Oklahoma City OK 73126	02/07/95	1,274.15	
					1,274.15	0.00
601291	4286	Holly McCarty	Exemption 6: Privacy	02/03/95	140.08	
601291	4364	Holly McCarty		02/10/95	1,593.19	
601291	4249	Holly McCarty		01/31/95	500.00	
601291	4365	Holly McCarty		02/10/95	1,562.17	
					3,795.44	0.00
102790	4577	Home Depot	P.O.Box 660337 Dept 24	03/14/95	300.00	
102790	4159	Home Depot	Dallas, TX 75266	01/20/95	748.42	
					1,048.42	(33.54)
105190	4373	Inland Kenworth (Paclease	3180-b Redhill Ave.	02/10/95	596.71	
105190	4654	Inland Kenworth (Paclease	Costa Mesa, CA 92626	03/28/95	224.78	
105190	4311	Inland Kenworth (Paclease)		02/03/95	8,088.39	
					8,909.88	5,587.85
X 106495	4355	IT Corporation		02/08/95	13,544.44	
					13,544.44	0.00
103150	4332	J Cal Trucking	P.O. Box 912	02/07/95	13,961.35	
103150	4653	J Cal Trucking	Lynwood, Ca 90262	03/28/95	2,000.00	
					15,961.35	24,334.35
TEMP	4628	James C Blair	Exemption 6: Privacy	03/22/95	1,640.00	
TEMP	4471	James C Blair		02/27/95	3,380.00	
TEMP	4679	James C Blair		04/05/95	2,140.00	
TEMP	4262	James C Blair		02/02/95	1,260.00	
TEMP	4433	James C Blair		02/21/95	1,780.00	
TEMP	4175	James C Blair		01/23/95	2,331.22	
TEMP	4711	James C Blair		04/12/95	2,120.00	
TEMP	4720	James C Blair		04/17/95	1,720.00	
TEMP	4566	James C Blair		03/13/95	2,220.00	
TEMP	4678	James C Blair		04/05/95	1,600.00	
TEMP	4369	James C Blair		02/10/95	1,400.00	
					21,591.22	0.00
601298	4541	Jason Dobbs		03/06/95	548.19	

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601296	4276	Jason Dobbs	Exemption 6: Privacy	02/03/95	899.69	
601296	4275	Jason Dobbs		02/03/95	200.00	
601296	4456	Jason Dobbs		02/25/95	463.40	
					2,111.28	0.00
100176	4685	Jay Allsup		04/06/94	3,027.07	
					3,027.07	0.00
108111	4688	Jess Turner	Exemption 6: Privacy	04/07/95	3,332.49	
					3,332.49	0.00
109059	4356	John Wheeler		02/08/95	567.79	
109059	4681	John Wheeler		04/05/95	169.12	
109059	4516	John Wheeler		03/02/95	513.35	
109059	4642	John Wheeler		03/24/95	460.18	
					1,710.44	
103340	4387	LA Freightliners	2429 South Peck Road Whittier, CA 90601	02/14/95	3,403.26	
					3,403.26	4,707.38
103305	4550	Laidlaw	29201 Henry Mayo Dr. Valencia, CA 91355	03/06/95	1,420.00	
103305	4560	Laidlaw		03/10/95	8,894.16	
					10,314.16	13,258.84
103350	4293	Lubricating Oil Services	5989 S. District Maywood CA 90270	02/03/95	971.55	
					971.55	0.00
103369	4569	Makela & Assoc	1157 Wells Road Orange Park FL 32073	03/13/95	743.48	
103369	4385	Makela & Assoc		02/14/95	743.48	
					1,486.96	496.65
103371	4530	Marine Shale Processors	P.O. Box 708 Thibodaux LA 70302	03/04/95	5,740.00	
103371	4303	Marine Shale Processors		02/03/95	27,704.62	
					33,444.62	0.00
106059	4380	Mark Pecararo	Exemption 6: Privacy	02/10/95	250.00	
106059	4209	Mark Pecararo		01/26/95	864.24	
106059	4645	Mark Pecararo		03/24/95	266.67	
106059	4449	Mark Pecararo		02/25/95	718.59	
106059	4573	Mark Pecararo		03/13/95	990.43	
					3,109.93	0.00
103385	4666	Mesa Label Express	9692 Via Excellencia San Diego CA 92126	03/30/95	420.21	
103385	4388	Mesa Label Express		02/14/95	3,453.01	
					3,873.22	0.00
TEMP	4325	Millign & Michaels	4400 Broadway #112 Tucson AZ 85732	02/06/95	6,300.00	
					6,300.00	0.00
100392	4409	Missouri Dept. Natural Resources		02/16/95	1,000.00	
					1,000.00	0.00
TEMP	4562	Molina Mach		03/13/95	800.00	
					800.00	0.00
103677	4352	Nationwide Travel	7088 Edinger Ave Huntington Beach CA 92647	02/08/95	1,476.50	
103677	4532	Nationwide Travel		03/04/95	3,288.00	
103677	4228	Nationwide Travel		01/31/95	900.00	
103677	4726	Nationwide Travel		04/19/95	708.00	
					6,372.50	0.00
103680	4579	Natural Industries	15302 Pipeline Huntington Beach, CA 92649	03/15/95	46,701.19	
103680	4403	Natural Industries		02/16/95	27,414.56	
103680	4517	Natural Industries		03/02/95	50,707.74	
103680	4261	Natural Industries		02/01/95	83,085.76	
103680	4661	Natural Industries		03/30/95	55,000.00	
103680	4730	Natural Industries		04/20/95	7,000.00	
103680	4422	Natural Industries		02/17/95	8,363.97	
103680	4690	Natural Industries		04/10/95	45,000.00	
103680	4599	Natural Industries		03/17/95	10,000.00	
					311,273.22	Affiliate
TEMP	4408	Nevada Highway Patrol	555 Wright Way Carson City NV 89711	02/16/95	800.00	

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					600.00	0.00
130799	4561	NM Mutual Casualty		03/10/95	5,060.00	
					5,060.00	
130780	4598	Norris Enviornmental	2950 54 Th St Los Angeles CA 90058	03/17/95	272.00	
130780	4546	Norris Enviornmental (1st Interstate)		03/06/95	13,068.24	
					13,340.24	1,836.00
103782	4313	Northridge Equip. Rentals	18251 Napa Street	02/03/95	840.77	
			Northridge, CA 91325		840.77	673.46
107999	4715	Oakwood Apartments	333 First Street	04/13/95	289.47	
107999	4247	Oakwood Apartments	Seal Beach, CA 90740	01/31/95	2,355.95	
107999	4694	Oakwood Apartments		04/11/95	4,711.90	
107999	4622	Oakwood Apartments		03/22/95	2,355.95	
					9,713.27	(2,355.95)
108002	4195	Office Depot	7742 Edinger Huntington Beach CA 92647	01/26/95	785.19	
108002	4647	Office Depot		03/27/95	509.15	
108002	4648	Office Depot		03/27/95	132.79	
108002	4436	Office Depot		02/22/95	233.88	
108002	4210	Office Depot		01/26/95	136.70	
108002	4270	Office Depot		02/03/95	532.44	
108002	4520	Office Depot		03/03/95	667.42	
					2,997.57	0.00
104099	4641	Orix Credit Alliance	P.O. Box 1690	03/24/95	2,639.68	
			Pittsburgh, Pa 15230		2,639.68	1,211.17
TEMP	Draft	Pachulski, Stang, Ziehl & Young		04/18/95	25,000.00	
					25,000.00	0.00
105400	4507	Pacific Bell	Payment Center	02/28/95	8.82	
105400	4505	Pacific Bell	Van Nys, CA 91388	02/28/95	560.50	
105400	4509	Pacific Bell		02/28/95	327.50	
105400	4162	Pacific Bell		01/20/95	172.93	
105400	4506	Pacific Bell		02/28/95	31.05	
105400	4245	Pacific Bell		01/31/95	3,439.14	
105400	4508	Pacific Bell		02/28/95	68.71	
					4,608.65	1,277.18
105430	4183	Pagenet	2121 Towne Centre Place	01/23/95	2,023.09	
105430	4234	Pagenet	Suite 100	01/31/95	964.65	
			Anaheim, CA 92806		2,987.74	1,087.57
106058	4288	Pecan Row Landfill	2995 Weherington Land	02/03/95	6,143.15	
106058	4521	Pecan Row Landfill	Valdosta, GA 31601	03/03/95	2,839.25	
106058	4535	Pecan Row Landfill (GEO Waste)		03/04/95	221.25	
					9,203.65	5,673.45
106199	4330	Polycore Indust	2300 S. Reservoir St.	02/07/95	649.50	
106199	4564	Polycore Indust	Pomona, CA 91766-6445	03/13/95	519.60	
					1,169.10	519.63
TEMP	4407	Ports of Entry Section	P.O. Box 34 Boise ID 83731	02/16/95	1,000.00	
					1,000.00	0.00
106204	4193	Postage By Phone	P.O. Box 7900071 St Louis Mo 63179	01/25/95	1,000.00	
					1,000.00	0.00
TEMP	4306	Power Plus	5026 Patterson Perris CA 92570	02/03/95	899.15	
					899.15	627.00
106243	4659	Pridemark Ins	23002 Lake Center Dr. Lake Forest CA 92630	03/29/95	9,464.00	
					9,464.00	
100302	4451	Randy Cunninghan		02/25/95	1,365.90	
					1,365.90	0.00
107546	4708	Randy Simpson	Exemption 6: Privacy	04/12/95	848.15	
107546	4710	Randy Simpson		04/12/95	1,000.00	
107546	4457	Randy Simpson		02/25/95	471.89	
107546	4215	Randy Simpson		01/26/95	679.70	

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107546	4709	Randy Simpson		04/12/95	338.10	
107546	4733	Randy Simpson- Cash		04/20/95	815.00	
					3,952.84	0.00
106497	4573	Reed's Trailer	7875 Telegraph Rd.	03/14/95	2,000.00	
			Suite 123		2,000.00	3,404.37
			Pico Rivera, CA 90660			
106502	4222	Residual Management	P.O. Box 1072	01/31/95	5,000.00	
					5,000.00	108.96
TEMP	4544	Richard A Clipp	[redacted]	03/06/95	430.00	
TEMP	4701	Richard A Clipp	[redacted]	04/11/95	402.50	
TEMP	4728	Richard A Clipp	[redacted]	04/19/95	240.00	
TEMP	4602	Richard A Clipp	[redacted]	03/20/95	430.00	
TEMP	4671	Richard A Clipp	[redacted]	04/03/95	442.13	
TEMP	4383	Richard A Clipp	[redacted]	02/13/05	442.50	
TEMP	4721	Richard A Clipp	[redacted]	04/17/95	384.26	
TEMP	4472	Richard A Clipp	[redacted]	02/27/95	368.36	
TEMP	4646	Richard A Clipp	[redacted]	03/27/95	655.00	
TEMP	4432	Richard A Clipp	[redacted]	02/21/95	430.00	
TEMP	4567	Richard A Clipp	[redacted]	03/13/95	403.82	
TEMP	4326	Richard A Clipp	[redacted]	02/06/95	372.50	0.00
					4,999.07	
601295	4172	Rick Wilcut	[redacted]	01/22/95	627.59	
601295	4277	Rick Wilcut	[redacted]	02/03/95	200.00	
601295	4278	Rick Wilcut	[redacted]	02/03/95	400.00	
601295	4542	Rick Wilcut	[redacted]	03/06/95	338.29	
601295	4616	Rick Wilcut	[redacted]	03/22/95	50.35	
					1,616.23	0.00
106495	4526	RIT Corp (Rickert Int'l)	P.O.Box 188	03/03/95	2,602.75	
106495	4425	RIT Corp (Rickert Int'l)	Point Richmond, CA 94807-0188	02/17/95	824.06	
106495	4426	RIT Corp (Rickert Int'l)		02/17/95	285.50	
					3,712.31	2,965.58
106555	4572	Robinson & Campbell	1 Park Plaza	03/13/95	1,000.00	
			Suite 1250		1,000.00	??
106601	4725	Rollins OPC	Irvine, CA 92714	04/17/95	5,409.60	
					5,409.60	325.00
106610	4519	Royal Industrial		03/03/95	750.00	
					750.00	0.00
TEMP	4434	Rutland Tool & Supply		02/21/95	1,685.10	
					1,685.10	??
106642	4338	Ryder Truck Rentals	P.O.Box 1449	02/07/95	2,226.39	
106642	4551	Ryder Truck Rentals	Albuquerque, NM 8717600000	03/07/95	22,036.93	
106642	4339	Ryder Truck Rentals		02/07/95	12,320.57	
106642	4340	Ryder Truck Rentals		02/07/95	8,333.83	
					44,917.72	42,964.47
103324	4260	Sanfil-Mc Kittrick Waste Treatment (Cal. Asbestos)		02/01/95	5,748.82	
103324	4153	Sanfil-Mc Kittrick Waste Tre	'58533 Hwy. 58 West	01/20/95	1,100.00	
103324	4327	Sanfil-Mc Kittrick Waste Tre	McKittrick, CA 93251	02/07/95	500.00	
103324	4154	Sanfil-Mc Kittrick Waste Treatment		01/20/95	1,100.00	
103324	4583	Sanfil-Mc Kittrick Waste Treatment		03/13/95	2,500.00	
103324	4152	Sanfil-Mc Kittrick Waste Treatment		01/20/95	1,100.00	
103324	4513	Sanfil-Mc Kittrick Waste Treatment		03/01/95	1,500.00	
103324	4199	Sanfil-Mc Kittrick Waste Treatment		01/26/95	1,100.00	
					14,648.82	26,258.87
TEMP	4443	Service Processors		02/23/95	1,721.50	
					1,721.50	0.00

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	4670	SES Fontana	11015 Hemlock	03/31/95	2,558.89	
	4684	SES Fontana	Fontana, CA	04/06/94	180.00	
	4545	SES Fontana		03/06/95	1,515.02	
	4731	SES Fontana		04/20/95	5,000.00	
	4712	SES Fontana		04/12/95	2,203.49	
	4873	SES Fontana		04/03/95	3,500.00	
					14,955.20	Affiliate
107301	4375	SES New Mexico	15302 Pipeline	02/10/95	2,239.33	
107301	4423	SES New Mexico	Huntington Beach CA	02/17/95	1,775.23	
107301	4317	SES New Mexico	92649	02/03/95	1,481.10	
107301	4402	SES New Mexico		02/16/95	29,892.43	
107301	4462	SES New Mexico		02/25/95	1,065.33	
107301	4322	SES New Mexico		02/06/95	1,564.48	
107301	4691	SES New Mexico		04/10/95	35,000.00	
107301	4580	SES New Mexico		03/15/95	31,646.81	
107301	4601	SES New Mexico		03/17/95	920.00	
107301	4259	SES New Mexico		02/01/95	38,479.64	
107301	4582	SES New Mexico		03/16/95	1,920.26	
107301	4600	SES New Mexico		03/17/95	5,000.00	
107301	3150	SES New Mexico		01/20/95	1,192.98	
107301	4729	SES New Mexico		04/20/95	12,000.00	
107301	4190	SES New Mexico		01/25/95	2,101.14	
107301	4662	SES New Mexico		03/30/95	30,000.00	
107301	4518	SES New Mexico		03/02/95	35,895.82	
					232,174.57	Affiliate
107501	4419	Signal Env. Serv. Inc	P.O.Box 4270	02/16/95	10,000.00	
			Chattanooga, TN 37405		10,000.00	41,618.30
107601	4244	Southern Bell	P.O. Box 33009	01/31/95	355.13	
107601	4160	Southern Bell	Charlotte, NC 28243	01/20/95	163.81	
107601	4161	Southern Bell		01/20/95	456.19	
107601	4495	Southern Bell		02/28/95	155.56	
107601	4246	Southern Bell		01/31/95	227.30	
107601	4643	Southern Bell		03/24/95	158.52	
107601	4702	Southern Bell		04/11/95	225.01	
107601	4496	Southern Bell		02/28/95	229.57	
107601	4192	Southern Bell		01/25/95	80.69	
					2,051.78	667.96
107730	4480	Southwest Processing	4120Bandini Blvd.	02/27/94	3,192.80	
107730	4481	Southwest Processing	Los Angeles, CA 90023	02/27/94	228.65	
107730	4565	Southwest Processing		03/13/95	333.75	
107730	4186	Southwest Processing		01/25/95	2,000.00	
107730	4515	Southwest Processing		03/01/95	895.90	
107730	4639	Southwest Processors		03/23/95	238.43	
107730	4596	Southwest Processors		03/17/95	229.50	
107730	4682	Southwest Processors		04/05/95	513.83	
					7,632.86	2,417.24
107755	4497	Southwestern Bell	P.O. Box 930170	02/28/95	368.86	
107755	4668	Southwestern Bell	Dallas, TX 75393	03/30/95	410.46	
					779.32	1,718.48
107600	4239	So. Cal Edison	P.O.Box 600	01/31/95	2,480.10	
107600	4482	So. Cal Edison	Rosemead, CA 91771	02/28/95	494.82	
107600	4693	So. Cal Edison		04/11/95	927.97	
107600	4483	So. Cal Edison		02/28/95	1,104.25	
					5,006.94	2,450.64
107760	4176	Space Leasing	P.O. Box 2661	01/23/95	754.25	
107760	4698	Space Leasing	Pomona CA 91769	04/11/95	1,508.50	

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107760	4586	Space Leasing		03/16/95	754.25	
					3,017.00	335.22
107770	4296	Speyes Graphics	20501 Hatteras St Woodland Hills CA 91367	02/03/95	1,589.82	
					1,589.82	0.00
TEMP	4201	State Of Tennessee	401 Church St Nashville TN 37243	01/26/95	1,132.50	
					1,132.50	0.00
107805	4404	Statewide Enviornmental	200 Pine Avenue	02/16/95	15,254.00	
107805	4827	Statewide Enviornmental	Suite 514	03/22/95	11,651.25	
			Long Beach, CA 90802		26,905.25	16,365.00
108035	4295	Sturgeon & Sons	3511 Gilmore Avenue	02/03/95	3,000.00	
			Bakersfield, CA 93308		3,000.00	535.00
108037	4475	Sullivan's Trucking		02/27/95	1,811.25	
					1,811.25	0.00
108042	4695	Superior McCoy	2054 S. Sycamore	04/11/95	652.16	
			Bloomington, CA92316		652.16	2,355.57
108041	4438	Systech Env Corp	245 North Valley Road	02/22/95	8,781.02	
108041	4548	Systech Env Corp	Xenia, OH 45385	03/06/95	4,725.52	
					13,506.54	3,951.36
106445	4528	Telenational Comm	7300 Woolworth Avenue	03/04/95	3,586.54	
			Omaha, Nebraska 68124		3,586.54	11,047.11
TEMP	4417	Tennessee Dept of Conservation		02/16/95	850.00	
					850.00	0.00
108096	4397	Texaco Trucking (TTCS)	P.O.Box 200262	02/15/95	9,704.21	
108096	4705	Texaco Trucking (TTCS)	Dallas, TX 75320-262	04/12/95	5,497.85	
108096	4718	Texaco Trucking (TTCS)		04/17/95	5,000.00	
108096	4218	Texaco Trucking (TTCS)		01/30/95	10,000.00	
108096	4360	Texaco Trucking (TTCS)		02/09/95	9,704.21	
					39,906.07	21,542.54
TEMP	4362	Thomas L. Miller		02/09/95	2,000.00	
					2,000.00	0.00
108121	4346	Thompson Tank	P.O. Box 92780 Lakewood CA 90809	02/07/95	2,000.00	
					2,000.00	19,048.52
108102	4593	Transport International Pool	Dept.252	03/16/95	2,786.55	
			P.O.Box 8500-51300		2,786.55	13,932.75
			Philadelphia, PA19178			
108098	4309	Tri-State Steel Drum	P.O.Box 95	02/03/95	9,784.04	
108098	4370	Tri-State Steel Drum	Graysville, GA 30726	02/10/95	1,440.00	
					11,224.04	32,714.00
106551	4470	UPS Truck Leasing	P.O. Box 660	02/27/95	14,040.91	
106551	4618	UPS Truck Leasing	Addison, TX 75001	03/22/95	6,983.32	
					21,024.23	13,160.03
TEMP	4533	US Dept of Labor	P.O. Box 12950 Santa Ana CA 92712	03/04/95	31,478.76	
					31,478.76	94,437.25
108581	4676	US Ecology	American Ecology	04/04/95	2,900.00	
108581	4553	US Ecology	P.O.Box 578	03/07/95	1,250.00	
108581	4547	US Ecology (1st Interstate)	Beatty, NV 89003	03/06/95	8,000.00	
					12,150.00	451.20
108583	4235	US West Communications	P.O.Box 29060	01/31/95	1,995.27	
108533	4511	US West Communications	Phoenix, AZ 85038-9060	02/28/95	43.60	
108533	4510	US West Communications		02/28/95	922.13	
					2,961.00	1,458.38
101260	4315	Van Der Ahe Partners	26440 La Alameda	02/03/95	20,100.00	
			Suite 200		20,100.00	13,176.87
			Mission Viejo, CA 92691			

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108850	4342	Western Poly Drums	3042 Inland Empire Blvd.	02/07/95	2,238.55	
108850	4555	Western Poly Drums	Suite 100	03/07/95	5,103.04	
108850	4552	Western Poly Drums	Ontario, CA 91764	03/07/95	1,508.50	
108850	4254	Western Poly Drums		02/01/95	1,892.39	
					10,540.48	0.00
801042	4703	WMI Medical	P.O.Box 5016	04/11/95	1,058.37	
801042	4250	WMI Medical	1251 S. Nelson Dr.	01/31/95	663.07	
			Chandler, AZ 85226		1,721.44	1,577.16
108905	4272	Wrenn Handling	Drawer CS 100916	02/03/95	3,900.00	
			Atlanta, GA 30384		3,900.00	1,345.00
108646	4308	Yale Industrial Trucks	812 S. Atlanta St.	02/03/95	5,554.40	
			Orlando, FL 32801		5,554.40	11,008.10
					2,457,207.70	2,004,801.91

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SECURITY ENVIRONMENTAL SYSTEMS, INC.
OFFICER AND DIRECTOR PAYMENTS
From July 1, 1994 to April 20, 1995

JAY M ALLSUP				
	3982		991.00	12/15/94
	53136		2,010.00	10/28/94
	4685		3,027.07	04/05/95
			6,028.07	
ELLEN BATZEL				
	52485		5,179.99	07/15/94
	52863		1,072.61	09/20/94
	3703		2,893.69	10/05/94
	3744		21.13	10/12/94
	53137		4,276.91	10/26/94
	53137		1,862.00	10/26/94
	3997		3,460.30	12/15/94
	4207		793.89	01/26/95
	4460		399.70	02/25/95
	4677		1,077.57	04/04/95
	4727		295.80	04/19/95
		APARTMENT ALLOCATION	7,286.54	10/26 through Apr
		AUTO (BMW) ALLOCATION	4,587.85	July through Apr
			33,007.79	
JESS R TURNER				
	53142		1,167.00	10/09/94
	4688		3,332.49	04/07/95
			4,499.49	
JOHN WHEELER				
	3778		1,371.86	10/27/94
	3867		333.01	11/10/94
	3929		566.66	11/23/94
	3985		298.40	12/29/94
	4079		540.92	01/10/95
	4368		567.79	02/08/95
	4616		513.36	03/02/95
	4642		460.18	03/24/95
	4681		169.12	04/05/95
		APARTMENT ALLOCATION	7,286.54	10/26 through Apr
		AUTO (BMW) ALLOCATION	1,964.31	Nov through Apr
			14,040.13	
ALFRED GROSSMAN				
1st Qtr	3538		233.86	07/08/94
1st Qtr	3569		92.15	07/22/94
1st Qtr	3569		210.91	07/29/94
1st Qtr	3576		92.02	08/02/94
1st Qtr	3587		169.03	08/05/94
1st Qtr	3603		185.00	08/16/94
1st Qtr	3619		165.61	08/26/94
1st Qtr	3647		198.05	09/09/94
1st Qtr	3656		93.20	09/16/94
1st Qtr	52886		1,040.00	09/20/94
1st Qtr	3676		150.07	09/26/94
2nd Qtr	3690		131.02	10/03/94
		AUTO - GMAC	2,920.00	July to October
			5,690.92	
STEPHEN GROSSMAN				
	52529		421.44	07/15/94
1st Qtr	52798		1,578.82	08/30/94
			1,999.26	
F. ALLAN SMYTH				
1st Qtr	3566		717.99	07/28/94
	3577		528.00	08/03/94
	3582		549.50	08/04/94
	3591		999.04	08/10/94
	3599		545.30	08/12/94
	3621		925.28	08/29/94
	3629		619.43	09/01/94
	3638		862.46	09/08/94
	3649		917.46	09/13/94
			6,666.47	
PHILL TEKA				
	3563		3,600.00	07/25/94

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Santa Ana, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is Griffin Towers, Six Hutton Centre Drive, Suite 900, Santa Ana, California 92707-5825.

On **December 16, 1996**, I served the documents named below on the parties in this Action as follows:

DOCUMENT(S) SERVED: **NOTICE OF MOTION AND MOTION OF THE OFFICIAL COMMITTEE OF CREDITORS HOLDING UNSECURED CLAIMS' OBJECTING TO CERTAIN FILED CLAIM AS AVOIDABLE TRANSFERS PURSUANT TO BANKRUPTCY CODE SECTION 502(D): MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF DON CHELIUS IN SUPPORT THEREOF**

SERVED UPON: **SEE THE ATTACHED SERVICE LIST**

[XX] **(BY MAIL)** I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Santa Ana, California. I am readily familiar with the practice of Marshack & Goe for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.

[ ] ***(BY FACSIMILE)*** *The above-referenced document was transmitted by facsimile transmission and* the transmission was reported as completed and without error. Pursuant to C.R.C. 2009(i), I either caused, or had someone cause, the transmitting machine to properly transmit the attached documents to the facsimile numbers shown on the service list.

[ ] **(BY OVERNIGHT MAIL)** I am readily familiar with the practice of Marshack & Goe for collection and processing of documents for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express, UPS and Express Mail for overnight delivery.

[ ] **(BY CERTIFIED MAIL)** I caused the envelopes, with postage thereon fully prepaid, with Certified, Return Receipt Requested stamped thereon, to be placed in the United States mail. I am readily familiar with the practice of Marshack & Goe for collection and processing mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.

[ ] **(BY PERSONAL SERVICE)** I delivered to an authorized courier or driver authorized by O.C. Corporate Courier to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed forthwith.

[ ] **(BY COURIER SERVICE)** I delivered to an authorized courier or driver authorized by O.C. Corporate Courier to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed forthwith.

[ ] **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[XX] **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made.

Executed on **December 16, 1996**, at Santa Ana, California.

Steven P. Swartzell

SERVICE LIST

Interested Party
Office of United States Trustee
600 W. Santa Ana Boulevard, Suite 501
Santa Ana, CA 92701

Debtor
Security Environmental Systems, Inc.
16168 Beach Boulevard, #268
Huntington Beach, CA 92649

Counsel for Debtor
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Los Angeles, CA 90067

Claimant
APTUS
ReBryant, Controller
P.O.Box 1505
Coffeyville, KS 67337

Claimant
John Boruchin
Exemption 6: Privacy

Claimant
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Dave Streng
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Rialto, CA 92376

Claimant
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Pamela K. Webster, Esq.
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Claimant
Capistrano Software, Inc.
President
30290 rancho Viejo Rd., Suite 121
San Juan Capistrano, CA 92675

Claimant
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Fred M. Whitaker, Esq.
1852 West Collins
Orange, CA 92613

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Vernon, CA 90058

Claimant
Chemical Waste management
David M. Silva
4227 Technology Dr.
Fremont, CA 94538

Claimant
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Mary F. Caloway, Esq.
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Wilmington, DE 19899

Claimant
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Dennis J. Cotter
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Claimant
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Donna Barcelona
Revenue Recovery Bankrutpcy Dept.
2650 Thousand Oaks Blvd., Ste. 1180
Memphis, TN 38118

Claimant
GTE California
Anderson Financial Network/GTE
Helen J. Pate
404 Brock Drive
Bloomington, IL 61701

Claimant
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C.o Winn and Sims, A P.C.
Laura McCarthy Hoalst
2323 W. Lincoln Ave., #101
Anaheim, CA 92801

Claimant
Daniel W. Koenig
Exemption 6: Privacy

Claimant
Los Angeles Freightliner
c/o Kenneth Norman Wolfe, Esq.
1400 Colorado Blvd
P.O.Box 41004
Los Angeles, CA 90041

Claimant
Reed's Trailer Repair
Earl N. Reed, Jr.
7875 telegraph Rd., Suite 123
Pico Rivera, CA 90660

Claimant
Holly McCarty
Exemption 6: Privacy

Claimant
Orix Credit Alliance, Inc. T4844525
Bankrutpcy Clerk
1625 NW AmberGlen Court, Suite 100
Beaverton, OR 97006

Claimant
Pacivic Bell
J. Godinet
177 E. Colorado Bl
Room 212
Pasadena, CA 91105

Claimant
Residual Management, Inc
President
P.O.Box 1072
Boise, ID 83701

Claimant
Ryder Truck Tental Inc.
Roger Sham
P.O.Box 020816
3600 N. W. 82nd Ave.
Miami, FL 33102

Claimant
Sanifill Inc.
California Asbestos Mono
Joey E. Toney
P.O.Box 127
Copperopolis, CA 95228

Claimant
Signal Environmental Service, Inc.
Robert Hunter
P.O.Box 4270
Chattanooga, TN 37405

Claimant
Southern California Edison Company
Corproate Credit Services
2131 Walnut Grove Ave.
Rosemead, CA 91770

Claimant
Sturgeon & Son, Inc.
Bryan Osborne
3511 Gilmore Ave.
Bakersfield, CA 93308

Claimant
Thompson Tank, Inc.
David L. Thompson
5451 Martin Luther King Jr. Blvd.
Lynwood, CA 90262

Claimant
Tri-State Steel Drum, Inc.
James R. McKoon, Esq.
Baker, Donelson, Bearman & Caldwell
1800 Republic Centre
633
Chestnut Street
Chattanooga, TN 37450

Claimant
UPS Truck Leasing Inc.
Keith Meller
P.O.Box 680
Adison, TX 75001

Claimant
Wrenn Handling Inc.
James H. Lands
Drawer CS 100916
Atlanta, GA 30384

Claimant
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812 S. Atlanta Ave
Orlando, FL 32801