MENASHA
CORPORATION

October 29, 2015

VIA OVERNIGHT DELIVERY

Henry Guzman
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, NY 10007-1866

RE: Request for Information Pursuant to 42 U.S.C. § 9604(e) –
San German Ground Water Contamination Site, San German, PR

Dear Mr. Guzman:

Enclosed please find a complete response to EPA's letter dated September 16, 2015, regarding the above-referenced matter. Pursuant to communications with our counsel, Arthur A. Vogel, Jr., EPA extended the deadline for our response to October 30.

Briefly, Menasha Insertco Acquisition Company ("Menasha Insertco") acquired the stock of Insert Corporation of Puerto Rico on March 14, 1995. Immediately following the acquisition, Insert Corporation was merged into Menasha Insertco. Menasha Insertco then changed its name to NJP Insertco, Inc. ("NJP Insertco"). The stock of NJP Insertco was sold to Kollman Graphics, Inc. as of December 1, 1997 (via a purchase agreement dated December 31, 1997). Our connection to the Puerto Rico operations of the former Insert Corporation, therefore, extend only from March 14, 1995, to December 1, 1997.

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At the time of acquisition in 1995, Insert Corporation was located in a building along Route 102 as shown on the Site Map attached hereto. This location appears to correspond to what is now Pitusa – National Lumber as shown on Figure 4 to EPA's Proposed Plan dated August 2015. Menasha Insertco commissioned a Phase I Environmental Site Assessment on this parcel prior to the acquisition in 1995. The Phase I ESA concluded that no further investigation or sampling was warranted. This is consistent with our understanding that chlorinated solvents were not used in the printing process nor were they used for cleanup purposes. As described in the attached response, materials used by Insert Corporation may have been flammable (e.g., alcohols), but they apparently did not involve chlorinated solvents.

Later in 1995, a lease was negotiated for what is referred to as Parcel S-551, which can also be found on the attached Site Map. Parcel S-551 appears to be the parcel now operated by CCL Label as shown on Figure 6 to EPA's Proposed Plan dated August 2015. NJP Insertco did not – apparently – commence operations at Parcel S-551 until sometime in 1996.

Before the lease was signed for S-551, a Phase II Environmental Site Assessment was performed. We were able to locate copies of relevant reports, which identify contamination at the S-551 site before NJP Insertco became a tenant. (Complete copies of analytical results found in our files are provided in the attached response.) Indeed, it appears that NJP Insertco executed the lease only after the Landlord – the Puerto Rico Industrial Development Company – agreed to defend, indemnify and hold harmless NJP Insertco from environmental liabilities caused by or resulting from activities before the date of the lease.

We have not found anything in our records to suggest that NJP Insertco caused or exacerbated contamination at Parcel S-551 during the short period it operated at that location. The Landlord – Puerto Rico Industrial Development Company – and prior tenants were responsible for addressing contamination associated with conditions existing at that parcel before NJP Insertco leased the facility.

Prior to NJP Insertco, we would note that the last known tenant at Parcel S-551 was Digital Equipment Company ("DEC"), a manufacturer of electrical components. DEC and/or its successors are presumably liable for conditions associated with DEC's possession of the Facility prior to 1996. Based on publicly-available information, DEC merged into Compaq in 1998, and Compaq merged into Hewlett-Packard in 2002, making Hewlett-Packard the legal successor to DEC.

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In the attached production, we have removed duplicative records, privileged communications, exhibits unrelated to property or environmental conditions, and a few handwritten notes for ease of your review. We reserve the right to supplement our response should further information become available to us. Please let me know if you have questions or comments in the meantime.

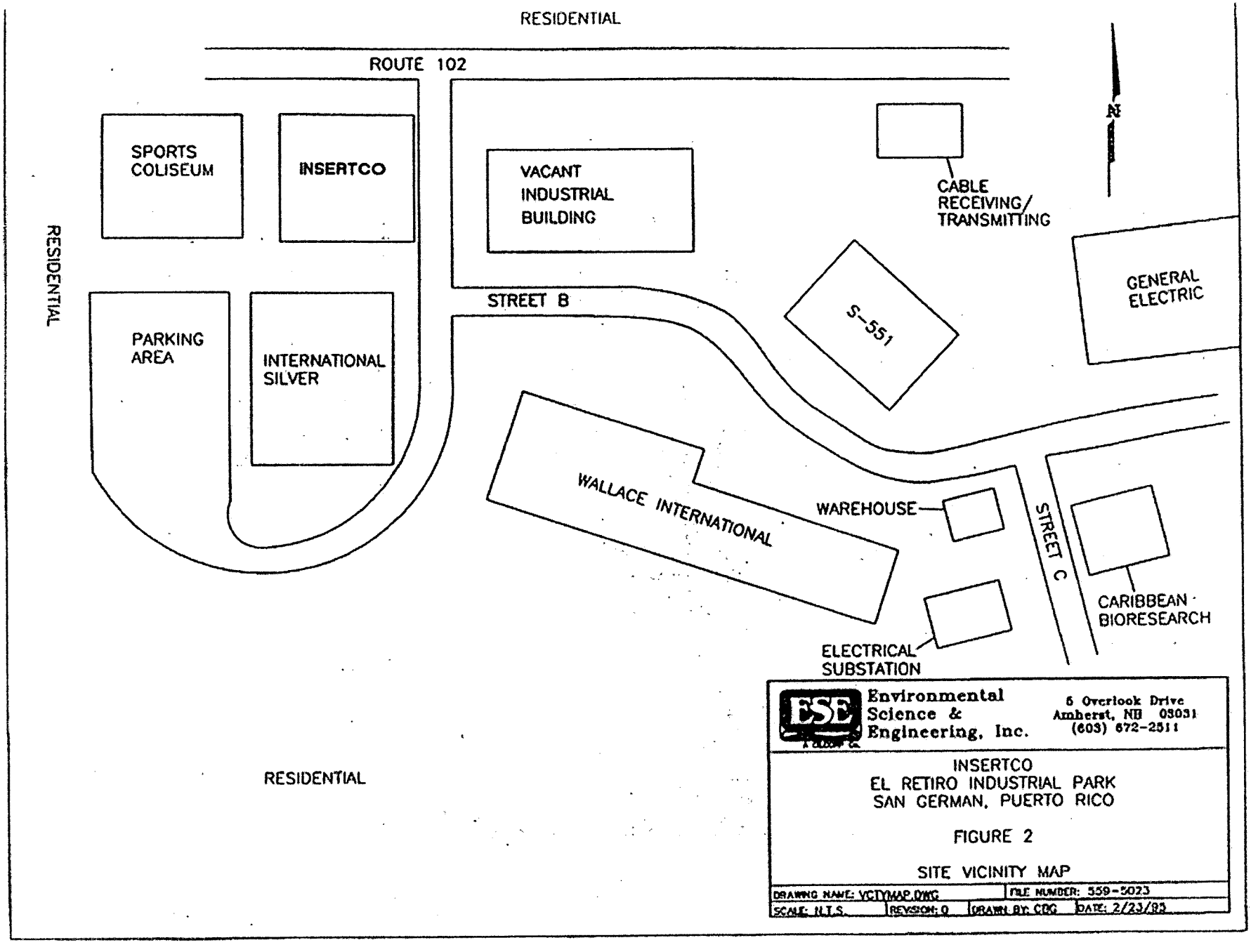
Very truly yours,

MENASHA CORPORATION

Mark P. Fogarty

MPF:lg1
Enclosure

cc: Arthur A. Vogel, Jr.


RESIDENTIAL
ROUTE 102
SPORTS COLISEUM
INSERTCO
VACANT INDUSTRIAL BUILDING
CABLE RECEIVING/ TRANSMITTING
N
RESIDENTIAL
PARKING AREA
INTERNATIONAL SILVER
STREET B
S-551
GENERAL ELECTRIC
WALLACE INTERNATIONAL
WAREHOUSE
STREET C
CARIBBEAN BIORESEARCH
ELECTRICAL SUBSTATION
RESIDENTIAL
Environmental Science & Engineering, Inc.
6 Overlook Drive
Amherst, NH 03031
(603) 672-2511
INSERTCO
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO
FIGURE 2
SITE VICINITY MAP
DRAWING NAME: VCTYMAP.DWG
FILE NUMBER: 559-5023
SCALE: N.T.S.
REVISION: 0
DRAWN BY: CDG
DATE: 2/23/93

RESPONSE OF MENASHA CORPORATION TO USEPA
104(E) INFORMATION REQUEST
FOR THE SAN GERMAN GROUNDWATER CONTAMINATION SITE

These responses were prepared by counsel for Menasha Corporation ("Menasha"):

Mark P. Fogarty
Vice President, General Counsel
& Corp. Secretary
Menasha Corporation
1645 Bergstrom Road
Neenah, WI 54957-0367
(920) 751-1497

Arthur A. Vogel, Jr.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202-4426
(414) 277-5545
Outside counsel for Menasha

Responses were based on a review of Menasha records for or pertaining to Menasha Insertco Acquisition Company and/or interviews by/with personnel as follows:

Tom Bender	Associate General Counsel	Menasha Corporation
Peter E. DeRossi	Former Environmental Manager	Menasha Corporation
Eugene Dul	Former President	NJP Insertco, Inc.
Kevin Head	Vice President – Strategic Initiatives	Menasha Packaging Company, LLC
Glenn Holcombe	Former In-house Counsel	Menasha Corporation
Keith Kling	Former Environmental Manager	Menasha Corporation
James Sarosiek	Former General Counsel	Menasha Corporation
Elaine M. Thompson	Paralegal	Menasha Corporation

Requests to contact past and present employees should be directed through Mark Fogarty, whose contact information is provided above.

OBJECTIONS

Menasha objects to these information requests as overbroad, vague, and burdensome to the extent they seek information not relevant to the purposes set forth in CERCLA § 104(e)(2). The requests are overbroad as to time (or lack of specified time frame), subject matter, and other concerns. The requests are also vague as to the scope of the requests.

By providing this information, Menasha is not, and shall not be construed as, admitting in any way that it is liable or responsible for costs of any sort relating to the San German

Groundwater Contamination Site. Menasha expressly reserves all rights and defenses at law or equity that may apply.

The information provided herein, subject to inadvertent or undisclosed errors, is based upon, and therefore necessarily limited by, records and information still in existence, presently recollected, and thus far discovered in the course of preparing these responses. Menasha reserves the right to provide further information should additional information become available at a later date.

RESPONSES

1. **State the correct legal name and mailing address of Menasha Corporation.**

Response to Request No. 1:

Menasha Corporation
1645 Bergstrom Road
Neenah, WI 54956

2. **If Menasha wishes to designate an individual for all future correspondence concerning this Site, include any legal notices, please so indicate here by providing that individual's name, address, telephone number, and FAX number.**

Response to Request No. 2:

Mark P. Fogarty
Vice President, General Counsel
& Corp. Secretary
Menasha Corporation
1645 Bergstrom Road
Neenah, WI 54957-0367
(920) 751-1497
Mark.Fogarty@menasha.com

with a copy to:

Arthur A. Vogel, Jr.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202-4426
(414) 277-5545
Arthur.Vogel@quarles.com

3. **For Menasha, please provide:**

a) **The date of incorporation;**

b) State of incorporation; and

c) Agent for service of process.

Response to Request No. 3:

a) In its current form, October 30, 1980.

b) Wisconsin

c) Mark P. Fogarty
Vice President, General Counsel
& Corp. Secretary
Menasha Corporation
1645 Bergstrom Road
Neenah, WI 54957-0367
(920) 751-1497
Mark.Fogarty@menasha.com

4. **If Menasha currently is, or was at any time, a subsidiary or affiliate of another corporation or other business entity, identify each of those entities and each entity's Chief Executive Officer, President, and Chairman of the Board.**

Response to Request No. 4:

Menasha Corporation is the parent company. It is privately held. James M. Kotek is CEO and President. Donald C. Shepard III is Chairman of the Board. There are numerous affiliates (subsidiaries) – past and present. Information relating to subsidiaries associated with the "Facility" identified in EPA's Request for Information can be found in detail below.

5. **Explain the nature of the corporate relationship between Menasha and the following companies, providing documentation that supports each response.**

a) Insert Corporation of Puerto Rico;

b) Menasha Insertco Acquisition Company;

c) Lucas Insertco Pharmaceutical Printing Co.;

d) John D. Lucas Printing Co.;

e) CCL Insertco de Puerto Rico, Inc.; and

f) CCL Label (San German), Inc.

Response to Request No. 5:

a) A wholly-owned subsidiary of Menasha, Menasha Insertco Acquisition Company (see 5.b. below), acquired the stock of Insert Corporation of Puerto Rico on March 14, 1995. Immediately following the acquisition, Insert Corporation of Puerto Rico was merged into Menasha Insertco Acquisition Company, the surviving company. All shares in the surviving company were sold to a third party as of December 1, 1997 (via a purchase agreement dated December 30, 1997).

b) Menasha organized Menasha Insertco Acquisition Company on January 31, 1995. Menasha Insertco Acquisition Company changed its name to NJP Insertco, Inc. on March 14, 1995. All shares of stock in NJP Insertco, Inc. were sold to Kollman Graphics, Inc. as of December 1, 1997 (via a purchase agreement dated December 30, 1997).

c) None (see 6.f.)

d) None (see 6.f.)

e) None

f) None

6. **Describe the nature of the acquisition of Menasha Insertco Acquisition Company by Menasha Corporation, *i.e.*, stock, asset transaction or other type of acquisition.**

   a) **Describe the nature of the sale and/or transaction of each; and**

   b) **State if the transaction consisted of a merger, consolidation, sale or transfer of assets, and submit all documents relating to such transaction, including all documents pertaining to any agreements, express or implied, for the purchasing corporation to assume the liabilities of the selling corporation.**

   c) **Did Menasha Corporation retain the liabilities of Menasha Insertco for events prior to the sale?**

   d) **Is Menasha Corporation the successor to any of Menasha Insertco's liabilities, including those under CERCLA?**

   e) **Describe the nature of Menasha Corporations' succession of liabilities for Menasha Insertco and provide the relevant documentation.**

   f) **Did Menasha Corporation sell or otherwise divest itself of any stock, assets, or other interest in Menasha Insertco?**

Response to Request No. 6:

a) From outside resources, we understand that Insert Corporation of Puerto Rico (a/k/a Insert Corporation de P.R., Inc.) ("Insert Corporation") was organized on November 1, 1982. Menasha formed Menasha Insertco Acquisition Company ("Menasha Insertco") on January 31, 1995, for the purpose of negotiating the acquisition of stock in Insert Corporation. Indeed, on March 14, 1995, Menasha Insertco (via assignment of Menasha's rights under a Stock Purchase Agreement) acquired all outstanding shares of stock in Insert Corporation from its then owner, Alexis Rosado. (Attachment 1, the "1995 Stock Purchase Agreement")

Immediately following the acquisition, Insert Corporation merged with and into Menasha Insertco, the surviving corporation. (Attachment 2) Following the merger, Menasha Insertco changed its name to NJP Insertco, Inc. ("NJP Insertco"). NJP Insertco was a wholly-owned subsidiary of Menasha until the outstanding shares of stock in NJP Insertco were sold to Kollman Graphics, Inc. as of December 1, 1997 (via a purchase agreement dated December 30, 1997). (Attachment 3, the "1997 Stock Sale Agreement")

b) The stock of Insert Corporation was acquired by Menasha Insertco. Insert Corporation was then merged into Menasha Insertco, and Menasha Insertco changed its name to NJP Insertco, Inc. See Attachment 2.

c) As a duly-formed corporation, the liabilities of Menasha Insertco were held by Menasha Insertco itself, not Menasha Corporation. As noted above, the acquisition of Insert Corporation was accomplished via a stock transaction. Liability for events prior to the acquisition remained with Alexis Rosado, the sole shareholder of Insert Corporation ("Shareholder"). Section 6.6 of the 1995 Stock Purchase Agreement provides as follows:

> Indemnification for Environmental Matters. Without limiting the generality of the foregoing, Shareholder agrees to indemnify, reimburse, hold harmless and defend Buyer, Buyer's affiliates and Company for, from, and against all Claims asserted against, imposed on, or incurred by any such person, directly or indirectly, in connection with any pollution, threat to the environment, or exposure to, or manufacture, processing, distribution, use, treatment, generation, transport or handling, disposal, emission, discharge, storage or release of Waste that (a) is related in any way to Company's or any previous owner's or operator's ownership, operation or occupancy of the business, properties and assets owned or used by Company, and *(b) in whole or in part occurred, existed, arose out of conditions or circumstances that existed, or was caused on or before the Closing Date.* (Emphasis added.)

d) No. Menasha Insertco was a duly-formed corporation responsible for its own liabilities.

e) The liabilities of Insert Corporation moved to Menasha Insertco by operation of law when Insert Corporation was merged into Menasha Insertco on March 14, 1995, subject to the indemnification rights provided for in the 1995 Stock Purchase Agreement.

Similarly, the liabilities of NJP Insertco, Inc. stayed with NJP Insertco, Inc. when all shares of stock in NJP Insertco, Inc. were sold to Kollman Graphics, Inc. as of December 1, 1997 (via a purchase agreement dated December 30, 1997), subject to the indemnification rights provided for in the 1997 Stock Purchase Agreement.

f) Yes. As noted above, all outstanding shares of stock in NJP Insertco, Inc. (f/k/a Menasha Insertco) were sold to Kollman Graphics, Inc. (a Maryland corporation) as of December 1, 1997 (via a stock purchase agreement dated December 30, 1997). Following the acquisition, NJP Insertco's name was changed to Lucas-Insertco Pharmaceutical Printing Co. of Puerto Rico. In 1998, Kollman Graphics, Inc. is believed to have merged with The John D. Lucas Company of Maryland, with Kollman the surviving entity. Kollman then changed its name to The John D. Lucas Printing Company.

NJP Insertco was managed as a part of Menasha's Pharmaceutical Division (although audited financials were prepared for NJP Insertco alone) until NJP Insertco was sold as of December 1, 1997, to Kollman Graphics, Inc. In 2001, the assets of Menasha's Pharmaceutical Division were contributed to a newly-formed subsidiary of Menasha called New Jersey Packaging, Inc.

In 2007, New Jersey Packaging, Inc. changed its name to Cortegra Group, Inc. In 2011, Menasha sold all outstanding shares of stock in Cortegra Group, Inc. to Chesapeake US, Inc.

7. **Describe the condition of the Facility (a) at the time Insert Corporation of Puerto Rico Inc. leased at the Facility, and (b) when Insert Corporation of Puerto Rico Inc. vacated the property. Provide all available photos and/or documents that would substantiate this.**

Response to Request No. 7:

The term "Facility" is defined in EPA's Request for Information as "the building(s) leased by the Insert Corporation and/or Lucas Insertco at El Retiro Industrial Park in San German, Puerto Rico." For purposes of this response, however, the term "Facility" should be broken down as follows:

Term	Parcel/Building

"Leased Facility #1"	S-0113-0-52
"Leased Facility #2"	S-0551-0-54

For ease of reference, a site map showing the location of each facility can be found in Attachment 4.

Insert Corporation entered into a lease for Leased Facility #1 on April 23, 1987, which was amended as of September 4, 1987. (Attachment 5, "Original Lease") Leased Facility #1 provides approximately 17,000 square feet of covered floor space at a location along Route 102 as shown on Attachment 4.

From what we can tell, Insert Corporation began negotiating a lease for Leased Facility #2 – known as building S-551, which is also shown on Attachment 4 – in early 1995. By August of 1995, Insert Corporation signed a "Supplement and Amendment to Lease Contract" with the Puerto Rico Industrial Development Company (Attachment 6, "Amended Lease"), which addressed Leased Facility #2. (It also extended the lease for Leased Facility #1, so that the leases for both facilities would expire on the same date.)

According to the Limited Phase II Environmental Site Assessment for Building S-551 (see response to Question #8 below), Leased Facility #2 consisted of a single building occupying approximately 37,900 square feet on a parcel of 80,000 square feet. In 1995, Leased Facility #2 had apparently been vacant for approximately eight years, although it had been maintained by Fomento Industrial Company of Puerto Rico. The last known tenant on the property was Digital Equipment Company ("DEC"), a manufacturer of electrical components.

According to an "Environmental Analysis" dated December 16, 1996 (Attachment 7), Menasha Insertco (then NJP Insertco), moved its "insert and outsert" manufacturing operations to Leased Facility #2 in March of 1996. As far as we can tell, therefore, Menasha Insertco had no connection to, or operations at, Leased Facility #2 at the time Insert Corporation was acquired in 1995. After the lease for Leased Facility #2 was signed in August of 1995, we surmise that Leased Facility #2 was renovated and restored so that NJP Insertco could expand or move certain operations from Leased Facility #1 to Leased Facility #2 in March of 1996.

In the lease for Leased Facility #2 (see Section 13 of the Amended Lease), the Puerto Rico Industrial Development Company agreed as follows with respect to Leased Facility #2:

> . . . to indemnify, defend and hold harmless TENANT, its subsidiaries, affiliates, successors, and assigns, and its respective directors, officers, employees, shareholders, representatives, and agents (hereinafter collectively referred to as "TENANT", from and against and in respect of any and all claims, damages, losses, liabilities and expenses, lawsuits,

deficiencies, interest, fines, penalties, attorneys' and consultants fees, and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by TENANT or asserted against TENANT by any other party or parties (including government agencies) in connection with any environmental conditions (whether now known or hereafter discovered) or any activity or non-compliance with any federal, state, or local environmental laws, regulations or policies, *caused by or resulting from activities conducted before the date of this Agreement.* Without limiting the generality of the foregoing, LANDLORD's indemnity shall also cover the past, current or future activities of LANDLORD or any person holding an interest in or having a right to possession of any portion of the Additional Premises through LANDLORD. (Emphasis added.)

Simply put, the Puerto Rico Industrial Development Company is liable for conditions at Leased Facility #2 relating to circumstances prior to the lease with NJP Insertco in August 1995 and its occupancy in March 1996.

DEC and/or its successors are presumably liable for conditions at the Facility associated with DEC's possession of Leased Facility #2 prior to 1996. Based on publicly-available information, DEC merged into Compaq in 1998, and Compaq merged into Hewlett-Packard in 2002, making Hewlett-Packard the legal successor to DEC.

8. **Before Insert Corporation's lease of the Facility, did Insert Corporation or any of its agents, officers, or employees enter into any arrangements to investigate the physical and/or environmental conditions at the Facility? If so, please provide copies of all reports, analyses and characterizations relating to the physical and/or environmental conditions at the Facility.**

Response to Request No. 8:

Menasha has no current knowledge of, or access to, any records regarding the activities of Insert Corporation prior to the lease of Leased Facility #1 in 1987 except as described in this response.

As a matter of corporate policy, Menasha undertakes due diligence prior to corporate acquisitions. The 1995 acquisition of stock in Insert Corporation was no exception. Menasha commissioned an Environmental Site Assessment of what is believed to be Leased Facility #1. Environmental Science & Engineering, Inc. (ESE) subsequently produced a draft Environmental Site Assessment dated February, 1995. (Attachment 8, "Facility #1 ESA") According to the report, Leased Facility #1 "appears to present a relatively low risk that significant contamination by oil or hazardous materials has occurred." It further concludes that "no further investigation or sampling/analysis of environmental media on the Property are warranted."

Indeed, Pete DeRossi, former Corporate Environmental Manager, participated in the assessment of Insert Corporation, including a site visit, prior to its acquisition in 1995. DeRossi would refer to the Facility #1 ESA for a more complete description of conditions, but he could recall no serious concerns about Leased Facility #1. This is consistent with his recollection that chlorinated solvents were not used in the printing process, nor were they used for cleanup purposes. He thought that materials used by Insert Corporation may have been flammable (e.g., alcohols), but they did not involve chlorinated solvents.

In addition, because Insert Corporation was exploring the option of leasing Leased Facility #2, Menasha commissioned a Phase I Environmental Site Assessment of Leased Facility #2 in February of 1995. (Attachment 9) According to Section 3.0 of the resulting report, the parcel was owned by Fomento Industrial. Building S-551 was constructed in the 1960s. Digital Equipment Company occupied the parcel for a number of years prior to vacating it in about 1986. The Phase I ESA raised a number of issues, which led to the following additional reports.

Limited Phase II Environmental Site Assessment	May 1995	Attachment 10
Benchmark Subsurface Investigation Report	July 1995	Attachment 11

These reports collectively described the condition of Leased Facility #2 prior to NJP Insertco entering into the lease in August 1995 and occupying the facility in March 1996.

DeRossi recalled that, in 1995, Leased Facility #2 itself was generally vacant and clean in appearance. But, as documented in the reports described above, DeRossi remembered the presence of chromium (trivalent) and solvent contamination in soils at Leased Facility #2. In fact, as the next step in due diligence, Menasha intended to assess groundwater conditions at Leased Facility #2. The landlord – the Puerto Rico Industrial Development Company – however, denied permission to install groundwater wells. (See Benchmark Subsurface Investigation Report at pp. 3-4.) As a result, the best Menasha could do was to document existing conditions prior to leasing Leased Facility #2 as described in the reports referenced above.

9. Describe in detail the nature of the business and the production processes conducted at the Facility by Insert Corporation of Puerto Rico from 1995 to approximately 1998, including:

a) The date such operation commenced and concluded;

b) **The types of work performed at each location, including but not limited to the industrial, chemical, or institutional processes undertaken at each location; and**

c) **A description of the generation, storage, placement, disposal, or treatment of wastes at the Facility by date.**

Response to Request No. 9:

NJP Insertco produced so-called inserts and outserts (folded labels containing legal disclosures and information for consumers), primarily for products in the pharmaceutical industry. Since NJP Insertco was sold as an operating business, Menasha has very limited records regarding the physical business and production processes conducted at the Leased Facilities #1 and #2 from 1995 to 1997. Records available to Menasha are described herein. Operating records would have remained with the business when stock in the business was sold in 1997.

This is consistent with the general Menasha practice of delegating the management of environmental regulation and compliance to corporate divisions/subsidiaries themselves. By contrast, the corporate office would retain records associated with acquisitions and divestitures, including associated due diligence, which is why Menasha has records of the sort discussed in this response (e.g., stock purchase agreements, Phase I/II ESAs, etc.) In addition, it was corporate policy to implement sound waste management and minimization practices, which explains at least in part, we believe, the document provided as Attachment 7 (1996 Environmental Analysis of NJP Insertco).

With respect to the generation, storage, placement, disposal, or treatment of wastes, a review of our files resulted in a compilation of documents provided in Attachment 12. These records include documents regarding sewage treatment, waste disposal, air emissions, and SARA right-to-know reports. According to these reports, wastewater discharges were tested and determined to be non-hazardous under RCRA. The facility was not a major source for air emissions. It was not a significant generator of hazardous waste. Primary wastes included oils and lubricants.

10. **If there were any changes in the nature of the business and/or the production processes, explain the changes and the dates of such changes.**

Response to Request No. 10:

The production of inserts and outserts at Leased Facility #1 had three components: (1) off-set printing, (2) sheet cutting, and (3) insert/outsert folding. As far as we can tell, the insert/outsert work was relocated to Leased Facility #2, perhaps in conjunction with the acquisition of a new printing press. (The absence of significant environmental issues at Leased Facility #1 would suggest the absence of such issues attributable to the insert/outsert operation at Leased

Facility #2 as well.) A "label press" – for printing pharmaceutical labels – was purchased for Leased Facility #1, but it may not have entered production before the business was sold in 1997.

Otherwise, see Attachment 12. Since virtually all operating records remained with NJP Insertco when the company was sold in 1997, we do not have any further information responsive to this request.

11. **Describe in detail the nature of the business and the production processes conducted by Insert Corporation at the Facility until such time as operations ended, including:**

    a) **The date such operation commenced and concluded;**

    b) **The types of work performed at each location, including but not limited to the industrial, chemical, or institutional processes undertaken at each location; and**

    c) **A description of the generation, storage, placement, disposal or treatment of wastes at the Facility by date.**

Response to Request No. 11:

Again, since virtually all operating records remained with NJP Insertco when the company was sold in 1997, we do not have any further information responsive to this request.

12. **For the time that Insert Corporation operated at the Facility, explain how any chemical wastes that were generated were disposed of. Provide manifests or shipping papers to document.**

Response to Request No. 12:

All records available to Menasha regarding chemical wastes can be found in attachments to this response.

13. **Did Insert Corporation store and/or stockpile any industrial wastes at the Facility? Did any of the Insert Corporation's agents, representatives, officers or employees enter into arrangements of any kind relating to the treatment, storage or disposal of industrial wastes? If so, explain all such arrangements, with whom they were made, the chemical names and the appropriate volumes of the industrial wastes, and the time period such arrangements were in effect. Provide copies of all documents that are relevant to your response to this question.**

Response to Request No. 13:

All records available to Menasha regarding chemical wastes can be found in attachments to this response.

14. **Did Insert Corporation use or install any underground or aboveground storage tanks on the properties? If yes, please provide the answers and all documents that are relevant to your responses:**

    a) **Please supply the date when they were installed, their size and material of construction, where they were installed, for what purpose, and what chemicals/wastes were stored in them.**

    b) **Were any of these tanks ever removed or did they ever leak?**

    c) **Were any of the tanks already present at the Facility prior to Insert Corporation's operations?**

Response to Request No. 14:

Information responsive to this request, if any, can be found in the Environmental Site Assessments, Attachments 8 and 9.

15. **During Insert Corporation's operations at the Facility, describe all leaks, spills, or releases at or from the Facility of materials that were or may have been hazardous, toxic, flammable, reactive, or corrosive, or may have contained hazardous substances.**

Response to Request No. 15:

Information responsive to this request, if any, can be found in the Environmental Site Assessments, Attachments 8 to 11.

16. **During its operation of the Facility, did Insert Corporation ever conduct any type of water, soil, or sediment sampling at or near the Facility for purposes of identifying whether there had been a release of any chemical(s) to the environment and/or in compliance with or response to any Federal or Commonwealth environmental regulation(s)? Provide all reports or analytical data that would substantiate this.**

Response to Request No. 16:

Information responsive to this request, if any, can be found in conjunction with materials produced under Questions #8 and #9 above.

17. **During Insert Corporation's operations at the Facility, were soils remediated, excavated or removed from the Facility?**

    a) **If yes, what was the source of the material that was used to backfill the excavation?**

b) **Please provide the vendor/location from where the backfill material was obtained and what efforts were taken to determine whether the material was clean.**

c) **Detail the effort and provide documentation to substantiate your response, including photographs, reports, and analytical data.**

Response to Request No. 17:

Aside from information provided in response to Question #8 above, Menasha does not have further information responsive to this request.

18. **Identify and provide copies of all insurance policies and indemnification agreements held or entered into which arguably could indemnify Insert Corporation, Menasha Insertco, and/or Menasha Corporation against any liability which it may be found to have under CERCLA for releases and threatened releases of hazardous substances at and from the Site. In response to this request, please provide not only those insurance policies and agreements which currently are in effect, but also include those which were in effect during the years Insert Corporation operated at the Facility.**

Response to Request No. 18:

Information regarding insurance held by Insert Corporation prior to its acquisition in 1995 can be found in Schedule 3.13 of the 1995 Stock Purchase Agreement. (Attachment 13)

The period of Menasha's stock ownership of NJP Insertco is after the date when Comprehensive General Liability (CGL) insurance policies typically included an absolute pollution exclusion provision. Indeed, our insurance broker advises that the pollution exclusion ("f") of the 1986 CGL forms was substantially revised. Coverage was excluded for bodily injury and property damage arising from pollution releases – whether gradual or sudden – and for any costs or expenses associated with the testing, monitoring, cleanup, treatment, etc., of pollutants in conjunction with a government mandate or request. So, although Puerto Rico was in the coverage territory, we have not found any basis for insurance coverage for the circumstances being investigated.

With respect to indemnification, as described in response to Question #6.c. above, the sole shareholder of Insert Corporation, Alexis Rosado, indemnified Menasha Insertco with respect to any conditions or liabilities relating to Insert Corporation prior to the acquisition of its stock in March of 1995. Similarly, as described in response to Question #7 above, the Landlord of Leased Facilities #1 and #2 agreed to indemnify Menasha Insertco for liabilities relating to conditions that existed prior to Menasha Insertco entering into the corresponding lease agreements. Based upon a web-based notice found in Attachment 14, we believe that Alexis Rosado Diaz passed away in 2014.

19. **Provide the name, address, and phone number of all persons that Insert Corporation employed during the time Insert Corporation leased at the Facility that would be familiar with Insert Corporation's operations; waste storage and disposal practices; and any remediation, excavation, or removal of soil from the properties.**

Response to Request No. 19:

Beyond individuals consulted for this response, we can provide the following information:

Alex Rosado	Son of Alexis Rosado Diaz, who was apparently involved in the operation of his father's business.
Name Unknown	Daughter of Alexis Rosado Diaz, who was apparently involved in sales for her father's business.
Mildred Centano	Involved in quality assurance for Insert Corporation; remained after the purchase in 1995.
Oscar Diaz	Employee of New Jersey Packaging in Puerto Rico.
Peter Lundell	General Manager at New Jersey Packaging in the U.S. when acquired by Menasha.
Kenneth Kiesau	President of NJP Insertco, Inc. during the acquisition in 1995. Continued until sometime in 1997.

Menasha has not been able to locate any further information regarding these individuals. The 1995 Stock Purchase Agreement also contains an exhibit purporting to identify hourly and salaried employees of Insert Corporation. Personnel information of that sort can be produced upon subsequent request by EPA subject to a request for confidential business information status.

20. **In the event that you have any additional information or documents which may help EPA identify other companies that may have contributed to contamination in the ground water plume at the San German Ground Water Contamination Site, please provide that information and those documents, and identify the source of your information.**

Response to Request No. 20:

See Attachments to this Response, specifically Attachments 9 and 10.

DEC and/or its successors are presumably liable for conditions at the Facility associated with DEC's possession of Leased Facility #2 prior to 1996. Based on

publicly-available information, DEC merged into Compaq in 1998, and Compaq merged into Hewlett-Packard in 2002, making Hewlett-Packard the legal successor to DEC.

21. **Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this CERCLA Request for Information. In addition, state whether this person has personal knowledge of the information in the answers provided.**

Response to Request No. 21:

See Table provided at the beginning of this Response.

SAN GERMAN GROUND WATER CONTAMINATION SITE
CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of

County of

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

Mark P. Fogarty

Vice President, General Counsel & Corp. Secretary

29 Oct. 2015

Date

Sworn to before me this 29th day of October, 2015.

Elaine M. Thompson

Notary Public

Exp. 12-25-2017

ELAINE M. THOMPSON NOTARY PUBLIC STATE OF WISCONSIN

Attachments

1. 1995 Stock Purchase Agreement (with list of Schedules and Schedule 3.11(c) on environmental matters)
2. 1995 Merger Documentation
3. 1997 Stock Sale Agreement (with list of Schedules and Schedule 3.19 on environmental matters)
4. Map
5. 1987 Original Lease for Insert
6. 1995 Amended Lease
7. 1996 Environmental Analysis of NJP Insertco
8. 1995 (February) ESA for Leased Facility #1
9. 1995 (February) Phase I ESA for Leased Facility #2
10. 1995 (May) Limited Phase II ESA for Facility #2
11. 1995 (July) Benchmark Subsurface Investigation Report for Facility #2
12. Compilation of Environmental Records and Reports
13. Insurance Information for Insert Corporation
14. Obituary of Alexis Rosado Diaz

STOCK PURCHASE AGREEMENT

BY AND AMONG

MENASHA CORPORATION,

INSERT CORPORATION DE P.R., INC.

and

ALEXIS ROSADO

DATED AS OF MARCH 14, 1995

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (this "Agreement") dated March 14, 1995, by and among Menasha Corporation, a Wisconsin corporation ("Buyer"), Insert Corporation de P.R., Inc., a Puerto Rican corporation ("Company"), and Alexis Rosado ("Shareholder").

RECITALS

A. Company is engaged in the manufacture and sale of inserts and outserts for the pharmaceutical market and other markets (the "Business"). Shareholder owns all of the issued and outstanding shares (the "Shares") of capital stock of Company.

B. Company's facilities consist of leased offices and a leased manufacturing facility located in San German, Puerto Rico (the "Facilities").

C. Buyer desires to cause its designated corporate subsidiary, Menasha Insertco Acquisition Company, Inc., to purchase the Shares from Shareholder and Shareholder desires to sell the Shares to Buyer, upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

1. PURCHASE AND SALE OF SHARES

Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined) Shareholder shall sell to Buyer and Buyer shall purchase from Shareholder all the Shares.

2. PURCHASE PRICE - PAYMENT

2.1. Purchase Price, Including Covenant Not to Compete Payment. The purchase price (the "Purchase Price") payable for the Shares shall be Three Million Dollars ($3,000,000), of which One Hundred Thousand Dollars ($100,000) is being paid for Seller's covenant not to compete with Buyer and/or the Company as set forth at Section 5.3 hereunder ("Covenant Not to Compete").

2.2. Payment of Purchase Price. The Purchase Price shall be paid by Buyer as follows:

2.2.(a) Cash to Shareholder. At the Closing, Buyer shall deliver to Shareholder the sum of Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000), which amount including the $100,000 allocable to Seller's Covenant Not to Compete.

2.2.(b) Cash to Escrow Agent. At the Closing, Buyer shall deliver to the Escrow Agent, under the Escrow Agreement (as defined in Section 5.4), the sum of Two Hundred Fifty Thousand Dollars ($250,000).

2.2.(c) Method of Payment. All payments under this Section 2.2 shall be made in the form of certified or bank cashier's check payable to the order of the recipient or, at the recipient's option, by wire transfer of immediately available funds to an account designated by the recipient.

3. JOINT AND SEVERAL REPRESENTATIONS AND WARRANTIES OF COMPANY AND SHAREHOLDER

Company and Shareholder, jointly and severally, make the following representations and warranties to Buyer, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Buyer, or any knowledge of Buyer other than as specifically disclosed in the Disclosure Schedule delivered to Buyer at the time of the execution of this Agreement, and shall survive the Closing of the transactions provided for herein

3.1. Corporate.

3.1.(a) Organization, Corporate Power, Qualifications, and Subsidiaries. Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Puerto Rico, and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as and where such is now being conducted. Company is duly licensed or qualified to do business as a foreign corporation, and is in good standing, in each jurisdiction wherein the character of the properties owned or leased by it, or the nature of its business, makes such licensing or qualification necessary. The states and territories, other than Puerto Rico, in which Company is licensed or qualified to do business are listed in Schedule 3.1.(a). Company does not own any interest in any corporation, partnership or other entity.

3.1.(b) Corporate Documents, etc. The copies of the Articles of Incorporation and Bylaws of the Company, including any amendments thereto, which have been delivered by Shareholder to Buyer are true, correct and complete copies of such instruments as presently in effect. The corporate minute book and stock records of the Company that have been furnished to Buyer for inspection are true, correct and complete and accurately reflect all material corporate action taken by the Company. The directors and officers of the Company are listed in Schedule 3.1.(b).

3.1.(c) Capitalization of the Company. The authorized capital stock of the Company consists entirely of 800,000 shares of common stock, par value $1.00 per share, 19,700 shares of which are issued and outstanding on the date hereof, and 200,000 shares of preferred stock, par value $1.00, none of which shares have been issued or are outstanding as of the date hereof. The outstanding shares of capital stock in the Company are fully authorized, validly issued, fully paid, nonassessable and free of preemptive rights. The Company has no shares of capital stock outstanding other than the Purchased Shares, all of which are owned by the Shareholder free and clear of all claims, liens, security interests, charges and encumbrances. There are no (a) securities convertible into or exchangeable for any of the Company's capital stock or other securities, (b) options, warrants or other rights to purchase or subscribe to capital stock or other securities of the Company or securities that are convertible into or exchangeable for capital stock or other securities of the Company, or (c) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance, sale or transfer of any capital stock or other equity securities of the Company, any such convertible or exchangeable securities or any such options, warrants or other rights.

3.2. Shareholder.

3.2.(a) Power and Validity. Shareholder has full power, legal right and authority to enter into, execute and deliver this Agreement and the other agreements, instruments and documents contemplated hereby (such other documents sometimes referred to herein as "Ancillary Instruments"), and to carry out the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Shareholder and is, and when executed and delivered each Ancillary Instrument will be, the legal, valid and binding obligation of Shareholder, enforceable in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

3.2.(b) Title to Shares. Shareholder has, and at Closing Buyer will receive, good and marketable title to the Shares to be sold by Shareholder hereunder, free and clear of all liens, security interests, pledges, assessments, levies, restrictions, options, voting trusts or agreements, proxies, encumbrances, marital or community property interests or other claims or charges of any nature whatsoever.

3.3. No Violation. Except as set forth on Schedule 3.3, neither the execution and delivery of this Agreement or the Ancillary Instruments, nor the consummation by Company and Shareholder of the contemplated transactions (a) will violate any statute or law or any rule, regulation, order, writ, injunction or decree of any court or governmental authority, (b) will require any authorization, consent, approval, exemption or other action by or notice to any court, administrative or governmental agency, instrumentality, commission, authority, board or body (including, without limitation, under any "plant-closing" or similar law), or (c) subject to obtaining the consents referred to in Schedule 3.3, will violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien (as defined in Section 3.12) upon any of the assets of Company (or the Shares) under, any term or provision of the Articles of Incorporation or Bylaws of Company or of any contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which Company or Shareholder is a party or by which Company or Shareholder or any of its or his assets or properties may be bound or affected.

3.4. Financial Statements. Included as Schedule 3.4 are true and complete copies of the financial statements of Company consisting of (i) balance sheets of Company as of December 31, 1994 (the "Recent Balance Sheet"), 1993 and 1992, and the related statements of income and cash flows for the years then ended (including all notes), which financial statements have been prepared by Company's Accountants. All of such financial statements (including all notes and schedules) are true, complete and accurate, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis, have been prepared in accordance with the books and records of Company, and fairly present, in accordance with generally accepted accounting principles, the assets, liabilities and financial position, the results of operations and cash flows of Company as of the dates and for the years and periods indicated.

3.5. Tax Matters.

3.5.(a) Provision for Taxes. The provision made for taxes on the Recent Balance Sheet is sufficient for the payment of all federal, territorial, state, foreign, county, local and other income, ad valorem, excise, profits, franchise, occupation, property, payroll, sales, use, gross receipts and other taxes (and any interest and penalties) and assessments, whether or not disputed, at the date of the Recent Balance

Sheet and for all years and periods prior thereto. Since the date of the Recent Balance Sheet, Company has not incurred any taxes other than taxes incurred in the ordinary course of business consistent in type and amount with past practices of Company.

3.5.(b) Tax Returns Filed. Except as set forth on Schedule 3.5.(b), all federal, territorial, state, foreign, county, local and other tax returns required to be filed by or on behalf of Company have been timely filed and when filed were true and correct in all material respects, and the taxes shown as due thereon were paid or adequately accrued. True and complete copies of all tax returns or reports filed by Company for each of its three (3) most recent fiscal years have been delivered to Buyer. Company has duly withheld and paid all taxes that it is required to withhold and pay relating to salaries and other compensation paid to the employees of Company.

3.5.(c) Tax Audits. The income tax returns of Company have been audited by the appropriate taxing authorities for the periods and to the extent set forth in Schedule 3.5.(c), and Company has not received from the tax authorities of any territory, state, county, local or other jurisdiction any notice of underpayment of taxes or other deficiency which has not been paid nor any objection to any return or report filed by Company. There are outstanding no agreements or waivers extending the statutory period of limitations applicable to any tax return or report.

3.5.(d) Consolidated Group. Schedule 3.5.(d) lists every year Company was a member of an affiliated group of corporations that filed a consolidated tax return on which the statute of limitations does not bar a federal tax assessment, and each corporation that has been part of such group. No affiliated group of corporations of which Company has been a member has discontinued filing consolidated returns during the past five years.

3.5.(e) Other. Except as set forth in Schedule 3.5.(e), since January 1, 1985, Company has not (i) filed any consent or agreement with a taxing authority, (ii) applied for any tax ruling, (iii) entered into a closing agreement with any taxing authority, (iv) made any payments, or been a party to an agreement (including this Agreement) that under any circumstances could obligate it to make additional tax payments that will not be deductible, (v) been a party to any tax allocation or tax sharing agreement.

3.6. Accounts Receivable. All accounts receivable of Company reflected on the Recent Balance Sheet, and as incurred in the normal course of business since the date thereof, represent arm's length sales actually made in the ordinary course of business; are collectible (net of the reserve shown on the Recent Balance Sheet for doubtful accounts) in the ordinary course of business without the necessity of commencing legal proceedings; are subject to no counterclaim or setoff; and are not in dispute. Schedule 3.6 contains an aged schedule of accounts receivable included in the Recent Balance Sheet.

3.7. Inventory. To Company and Shareholder's knowledge, all inventory of Company reflected on the Recent Balance Sheet consists of a quality and quantity useable and salable in the ordinary course of business, had a commercial value at least equal to the value shown on such balance sheet and is valued in accordance with generally accepted accounting principles at the lower of cost (on a FIFO basis) or market. All inventory purchased since the date of such balance sheet consists of a quality and quantity useable and salable in the ordinary course of business. Except as set forth in Schedule 3.7, all inventory of Company is located on premises owned or leased by Company as reflected in this Agreement. All work-in-process contained in inventory constitutes items in process of production pursuant to contracts or open orders taken in the ordinary course of business, from regular customers of Company with no recent history of credit problems with respect to Company; neither Company nor any such customer is in material breach of the terms of any obligation to the other, and no valid grounds exist for any set-off of amounts billable to such

customers on the completion of orders to which work-in-process relates. All work-in-process is of a quality ordinarily produced in accordance with the requirements of the orders to which such work-in-process is identified, and will require no rework with respect to services performed prior to Closing.

3.8. Absence of Certain Changes. Except as and to the extent set forth in Schedule 3.8, since the date of the Recent Balance Sheet there has not been:

3.8.(a) No Adverse Change, Damage, or Increase in Compensation. Any adverse change in the financial condition, assets, liabilities, business, prospects or operations of Company; or any loss, damage or destruction, whether covered by insurance or not, affecting Company's business or properties; or any increase in the compensation, salaries or wages payable or to become payable to any employee or agent of Company (including, without limitation, any increase or change pursuant to any bonus, pension, profit sharing, retirement or other plan or commitment), or any bonus or other employee benefit granted, made or accrued;

3.8.(b) No Labor Disputes or Commitments. Any labor dispute or disturbance, other than routine individual grievances which are not material to the business, financial condition or results of operations of Company; or any commitment or transaction by Company (including, without limitation, any borrowing or capital expenditure) other than in the ordinary course of business consistent with past practice;

3.8.(c) No Dividends or Disposition of Property. Except with respect to the disposition of certain real estate and the allowance of a dividend not exceeding $250,000, all as described in Paragraphs 6(i) and 6(ii) of the Letter of Intent between the parties dated January 17, 1995 ("Letter of Intent"), any declaration, setting aside, or payment of any dividend or any other distribution in respect of Company's capital stock; any redemption, purchase or other acquisition by Company of any capital stock of Company, or any security relating thereto; or any other payment to any shareholder of Company as such a shareholder; or any sale, lease or other transfer or disposition of any properties or assets of Company, except for the sale of inventory items in the ordinary course of business;

3.8.(d) No Indebtedness, Liens, or Amendment of Contracts, or Unusual Event. Any indebtedness for borrowed money incurred, assumed or guaranteed by Company; any mortgage, pledge, lien or encumbrance made on any of the properties or assets of Company; any entering into, amendment or termination by Company of any contract, or any waiver of material rights thereunder, other than in the ordinary course of business; or any other event or condition not in the ordinary course of business of Company; provided, however, that Seller hereby agrees to release Company from, and to assume and hold Company and Buyer harmless against that certain indebtedness of the Company heretofore in favor of Marie E. Collado, as set forth in paragraph 6(i) of the Letter of Intent.

3.8.(e) Loans and Advances. Any loan or advance (other than advances to employees in the ordinary course of business for travel and entertainment in accordance with past practice) to any person including, but not limited to, any Affiliate (for purposes of this Agreement, the term "Affiliate" shall mean and include the Shareholder and directors and officers of Company; the spouse of any such person; any person who would be the heir or descendant of any such person if he or she were not living; and any entity in which any of the foregoing has a direct or indirect interest, except through ownership of less than 5% of the outstanding shares of any entity whose securities are listed on a national securities exchange or traded in the national over-the-counter market);

3.8.(f) Credit. Any grant of credit to any customer or distributor on terms or in amounts more favorable than those which have been extended to such customer or distributor in the past, any other change in the terms of any credit heretofore extended, or any other change of Company's policies or practices with respect to the granting of credit; or

3.8.(g) No Unusual Events. Any other event or condition not in the ordinary course of business of Company.

3.9. Absence of Undisclosed Liabilities. Except as and to the extent specifically disclosed in the Recent Balance Sheet, or in Schedule 3.9, Company does not have any liabilities, commitments or obligations (secured or unsecured, and whether accrued, absolute, contingent, direct, indirect or otherwise), other than commercial liabilities and obligations incurred since the date of the Recent Balance Sheet in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business, financial condition or results of operations of Company. Except as and to the extent described in the Recent Balance Sheet or in Schedule 3.9, neither Company nor Shareholder has knowledge of any basis for the assertion against Company of any liability or of any circumstances, conditions, happenings, events or arrangements, contractual or otherwise, that may give rise to liabilities, except commercial liabilities and obligations incurred in the ordinary course of Company's business and consistent with past practice.

3.10. No Litigation. Except as set forth in Schedule 3.10 there is no action, suit, arbitration proceeding, investigation or inquiry pending or threatened against Company, its directors (in such capacity), its business or any of its assets, nor does Company or Shareholder know, or have grounds to know, of any basis for any such proceedings, investigations or inquiries. Schedule 3.10 also identifies all such actions, suits, proceedings, investigations and inquiries to which Company or any of its directors have been parties since January 1, 1990. Except as set forth in Schedule 3.10, neither Company nor its business or assets is subject to any judgment, order, writ or injunction of any court, arbitrator or federal, state, foreign, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

3.11. Compliance With Laws

3.11.(a) Compliance. Except as set forth in Schedule 3.11.(a), Company (including each and all of its operations, practices, properties and assets) is in compliance with all applicable federal, territorial, state, local and foreign laws, ordinances, orders, rules and regulations (collectively, "Laws"), including without limitation, those applicable to discrimination in employment, occupational safety and health, trade practices, competition and pricing, product warranties, zoning, building and sanitation, employment, retirement and labor relations, product advertising and the Environmental Laws as hereinafter defined. Except as set forth in Schedule 3.11.(a), Company has not received notice of any violation or alleged violation of, and is subject to no liability (whether accrued, absolute, contingent, direct or indirect) for past or continuing violation of, any Laws. All reports and returns required to be filed by Company with any governmental authority have been filed, and were accurate and complete when filed. Without limiting the generality of the foregoing, Company has made all required payments to its unemployment compensation reserve accounts with the appropriate governmental entities, of the states where it is required to maintain such accounts, and each of such accounts has a positive balance, and has delivered to Buyer copies of all reports of Company for the past five (5) years required under the federal Occupational Safety and Health Act of 1970 and all other applicable health and safety laws and regulations. The deficiencies, if any, noted on such reports have been corrected. To Company and Shareholder's knowledge, the operation

of the Company's business does not give rise to grounds for any third party claim of nuisance or other tortious interference with third party rights.

3.11.(b) Licenses and Permits. Company has all licenses, permits, approvals, authorizations and consents of all governmental and regulatory authorities and all certification organizations required for the conduct of the business (as presently conducted and as proposed to be conducted) and operation of the Facilities. All such licenses, permits, approvals, authorizations and consents are described in Schedule 3.11.(b), are in full force and effect and will not be affected or made subject to loss, limitation or any obligation to reapply as a result of the transactions contemplated hereby. Except as set forth in Schedule 3.11.(b), Company (including its operations, properties and assets) is and has been in compliance with all such permits and licenses, approvals, authorizations and consents.

3.11.(c) Environmental Matters. The applicable Laws relating to pollution or protection of the environment, including Laws relating to emissions, discharges, generation, storage, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic, hazardous or petroleum or petroleum-based substances or wastes ("Waste") into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Waste including, without limitation, the Clean Water Act, the Clean Air Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Comprehensive Environmental Response Compensation Liability Act ("CERCLA"), as amended, and their local counterparts are herein collectively referred to as the "Environmental Laws." Without limiting the generality of the foregoing provisions of this Section 3.11, Company is in full compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws or contained in any regulations, tax code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder. Except as set forth in Schedule 3.11.(c), there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending or threatened against Company relating in any way to the Environmental Laws or any regulation, tax code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder. Except as set forth in Schedule 3.11.(c), there are no past or present (or, to the best of Company's and Shareholder's knowledge, future) events, conditions, circumstances, activities, practices, incidents, actions, omissions or plans which may interfere with or prevent compliance or continued compliance with the Environmental Laws or with any regulation, tax code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any liability, including, without limitation, liability under CERCLA or similar territory or local laws, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Waste.

3.12. Title to and Condition of Properties.

3.12.(a) Marketable Title. Company has good and marketable title to all of Company's assets, including, without limitation, all assets reflected in the Recent Balance Sheet, except for inventory disposed of in the ordinary course of business since the date of such Recent Balance Sheet, free and clear of all mortgages, liens, (statutory or otherwise) security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, easements, covenants, reservations, restrictions, rights-of-way, exceptions, limitations, charges or encumbrances of any nature whatsoever (collectively, "Liens") except those described in Schedule 3.12.(a), none of which interfere with the use of the property as

currently utilized. Except as set forth in Schedule 3.12.(a), none of Company's assets, business or properties are subject to any restrictions with respect to the transferability thereof; and the Company's title thereto will not be affected in any way by the transactions contemplated hereby.

3.12.(b) Condition. To Company and Shareholder's knowledge, all property and assets owned or used by Company are in good operating condition and repair, free from any defects (except such minor defects as do not interfere with the use thereof in the conduct of the normal operations of Company), have been maintained consistent with the standards generally followed in the industry and are sufficient to carry on the business of Company as conducted during the preceding 12 months. All buildings, plants and other structures utilized by Company are in good condition and repair and have no structural defects or defects affecting the plumbing, electrical, sewerage, or heating, ventilating or air conditioning systems.

3.12.(c) Real Property. Schedule 3.12.(c) sets forth all real property owned, leased, used or occupied by Company (the "Real Property"), including a description of all land, and all encumbrances, easements or rights of way of record (or, if not of record, of which Company has notice or knowledge) granted on or appurtenant to or otherwise affecting such Real Property, the zoning classification thereof, and all plants, buildings or other structures located thereon. There are now in full force and effect duly issued certificates of occupancy permitting the Real Property and improvements located thereon to be legally used and occupied as the same are now constituted. All of the Real Property has permanent rights of access to dedicated public highways. No fact or condition exists which would prohibit or adversely affect the ordinary rights of access to and from the Real Property from and to the existing highways and roads and there is no pending or threatened restriction or denial, governmental or otherwise, upon such ingress and egress. There is not (i) any claim of adverse possession or prescriptive rights involving any of the Real Property, (ii) any structure located on any Real Property that encroaches on or over the boundaries of neighboring or adjacent properties or (iii) any structure of any other party that encroaches on or over the boundaries of any of such Real Property. None of the Real Property is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law, regulation or ordinance. No public improvements have been commenced and to Company's and Shareholder's knowledge none are planned which in either case may result in special assessments against or otherwise materially adversely affect any Real Property. No portion of any of the Real Property has been used as a landfill or for storage or landfill of hazardous or toxic materials. Neither Company nor Shareholder has notice or knowledge of any (i) planned or proposed increase in assessed valuations of any Real Property, (ii) governmental agency or court order requiring repair, alteration, or correction of any existing condition affecting any Real Property or the systems or improvements thereat, (iii) condition or defect which could give rise to an order of the sort referred to in "(ii)" above, (iv) underground storage tanks, or any structural, mechanical, or other defects of material significance affecting any Real Property or the systems or improvements thereat (including, but not limited to, inadequacy for normal use of mechanical systems or disposal or water systems at or serving the Real Property), or (v) work that has been done or labor or materials that has or have been furnished to any Real Property during the period of six (6) months immediately preceding the date of this Agreement for which liens could be filed against any of the Real Property. Neither the whole nor any portion of the property or any other assets of Company is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any public authority with or without payment of compensation therefor, nor to the best of Company's and Shareholder's knowledge has any such condemnation, expropriation or taking been proposed.

3.13. Insurance. Set forth in Schedule 3.13 is a complete and accurate list and description of all policies of fire, liability, product liability, workers compensation, health and other forms of insurance presently in effect with respect to the business and properties of Company, true and correct copies of which have been delivered to Buyer. Schedule 3.13 includes, without limitation, the carrier, the description of

coverage, the limits of coverage, retention or deductible amounts, amount of annual premiums, date of expiration and the date through which premiums have been paid with respect to each such policy, and any pending claims in excess of $5,000. All such policies are valid, outstanding and enforceable policies and provide insurance coverage for the properties, assets and operations of Company, of the kinds, in the amounts and against the risks customarily maintained by organizations similarly situated; and no such policy (nor any previous policy) provides for or is subject to any currently enforceable retroactive rate or premium adjustment, loss sharing arrangement or other actual or contingent liability arising wholly or partially out of events arising prior to the date hereof. Schedule 3.13 indicates each policy as to which (a) the coverage limit has been reached or (b) the total incurred losses to date equal 75% or more of the coverage limit. No notice of cancellation or termination has been received with respect to any such policy, and neither Company nor Shareholder has knowledge of any act or omission of Company that could result in cancellation of any such policy prior to its scheduled expiration date. Company has duly and timely made all claims it has been entitled to make under each policy of insurance. Since January 1, 1990 all products liability and general liability policies maintained by or for the benefit of Company have been "occurrence" policies and not "claims made" policies. There is no claim by Company pending under any such policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies, and neither Company nor any of the Shareholders knows of any basis for denial of any claim under any such policy. Company has not received any written notice from or on behalf of any insurance carrier issuing any such policy that insurance rates therefor will hereafter be substantially increased (except to the extent that insurance rates may be increased for all similarly situated risks) or that there will hereafter be a cancellation or an increase in a deductible (or an increase in premiums in order to maintain an existing deductible) or nonrenewal of any such policy. Such policies are sufficient in all material respects for compliance by Company with all requirements of law and with the requirements of all material contracts to which Company is a party.

3.14. Contracts and Commitments.

3.14.(a) Real and Personal Property Leases. Except as set forth in Schedule 3.12.(c), Company has no leases of real property, and except as set forth in Schedule 3.14.(a), Company has no leases of personal property involving consideration or other expenditure in excess of $5,000 or involving performance over a period of more than 6 months.

3.14.(b) Purchase and Sale Commitments. Except as set forth in Schedule 3.14.(b), Company has no purchase commitments for inventory items or supplies that, together with amounts on hand, constitute in excess of 6 months normal usage, or which are at an excessive price, and except as identified on Schedule 3.14.(b), as of October 31, 1994, Company has no sales contracts or commitments to customers or distributors which aggregate in excess of $ 1,000 to any one customer or distributor (or group of affiliated customers or distributors). Company has no sales contracts or commitments except those made in the ordinary course of business, at arm's length, and no such contracts or commitments are for a sales price which would result in a loss to the Company. Schedule 3.14.(b) contains a true, complete and correct copy of Company's open order backlog as of October 31, 1994.

3.14.(c) Contracts With Affiliates and Certain Others. Company has no agreement, understanding, contract or commitment (written or oral) with any Affiliate or any employee, agent, consultant, distributor, dealer or franchisee that is not cancelable by Company on notice of not longer than 30 days without liability, penalty or premium of any nature or kind whatsoever, and Company is not a party to any contract with any governmental body that is subject to renegotiation. Company is not a party to nor is it bound by any agreement requiring Company to assign any interest in any trade secret or proprietary information, or prohibiting or restricting Company from competing in any business or

geographical area or soliciting customers or otherwise restricting it from carrying on its business anywhere in the world. Company has no lease, contract or commitment of any nature involving consideration or other expenditure in excess of $5,000, or involving performance over a period of more than 6 months, or which is otherwise individually material to the operations of Company, except as described in Schedule 3.14.(c) or in any other Schedule.

3.14.(d) Powers of Attorney and Collective Bargaining Agreements. The Company has not given a power of attorney, which is currently in effect, to any person, firm or corporation for any purpose whatsoever, and Company is not a party to any collective bargaining agreements with any unions, guilds, shop committees or other collective bargaining groups.

3.14.(e) Loan Agreements and Guarantees. Except as set forth in Schedule 3.14.(e), Company is not obligated under any loan agreement, promissory note, letter of credit, or other evidence of indebtedness as a signatory, guarantor or otherwise; and except as disclosed on Schedule 3.14.(e), Company has not guaranteed the payment or performance of any person, firm or corporation, agreed to indemnify any person or act as a surety, or otherwise agreed to be contingently or secondarily liable for the obligations of any person.

3.14.(f) No Default. Company is not in default under any lease, contract or commitment, nor has any event or omission occurred which through the passage of time or the giving of notice, or both, would constitute a default thereunder or cause the acceleration of any of Company's obligations or result in the creation of any Lien on any of the assets owned, used or occupied by Company. No third party is in default under any lease, contract or commitment to which Company is a party, nor has any event or omission occurred which, through the passage of time or the giving of notice, or both, would constitute a default thereunder or give rise to an automatic termination, or the right of discretionary termination, thereof.

3.15. Labor Matters. Except as set forth in Schedule 3.15, within the last five years Company has not experienced any labor disputes, union organization attempts or any work stoppage due to labor disagreements in connection with its business. Except to the extent set forth in Schedule 3.15, (a) Company is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practice; (b) there is no unfair labor practice charge or complaint against Company pending or threatened; (c) there is no labor strike, dispute, request for representation, slowdown or stoppage actually pending or threatened against or affecting Company nor any secondary boycott with respect to products of Company; (d) no question concerning representation has been raised or is threatened respecting the employees of Company; (e) no grievance which might have a material adverse effect on Company, nor any arbitration proceeding arising out of or under collective bargaining agreements, is pending and no such claim therefor exists; and (f) there are no administrative charges or court complaints against Company concerning alleged employment discrimination or other employment related matters pending or threatened before the U.S. Equal Employment Opportunity Commission or any state or federal court or agency.

3.16. Employee Benefit Plans and Employment Agreements.

3.16.(a) Except as listed on Schedule 3.16 hereto, Company is not a party to nor participates or has participated in (i) any profit sharing, deferred compensation, bonus, stock option, stock purchase, pension, retainer, consulting, retirement, welfare or incentive plan or agreement, whether legally binding or not, (ii) any plan providing for "fringe benefits" to its employees, including but not limited to vacation, sick leave, medical, hospitalization, life insurance and other insurance plans, and related benefits,

(iii) any employment agreement not terminable on 30 days (or less) written notice, or (iv) any other employee benefit plan ("Employee Benefit Plan") (within the meaning of Section 3.(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")). True, correct and complete copies of all documents listed on Schedule 3.16 and all related summary plan descriptions, if applicable, have been delivered to Buyer. There are no negotiations, demands or proposals that are pending or have been made which concern matters now covered, or that would be covered, by the type of agreements or plans listed in this Section. Company is in compliance in all material respects with all applicable provisions of ERISA (as amended by the Tax Reform Act of 1986, Retirement Equity Act of 1984, the Deficit Reduction Act of 1984, and the Tax Equity and Fiscal Responsibility Act of 1982) and the regulations and published authorities thereunder with respect to all such Employee Benefit Plans. Company is in compliance in all material respects with all other Laws applicable to such plans. Company has complied in all material respects with its obligations under all such plans. There are no actions, suits or claims (other than routine claims for benefits) pending or threatened against such plans.

3.16.(b) The Employee Pension Benefit Plans (within the meaning of Section 3(2) of ERISA) described on Schedule 3.16 hereto have been duly authorized by the Board of Directors of the Company. Each such plan is qualified in form and operation under Sections 401(a) and 501(a) of the Internal Revenue Code (the "Code") no event has occurred that will or could give rise to disqualification of any such plan under such Sections. No event has occurred that will or could subject any such plans to tax under Section 511 of the Code. No prohibited transaction (within the meaning of Section 4975 of the Code) or party-in-interest transaction (within the meaning of Section 406 of ERISA) has occurred with respect to any of such plans. All costs of Employee Pension Benefit Plans have been accounted for on the basis of consistent methods in accordance with sound actuarial assumptions and practices.

3.16.(c) With respect to each Employee Pension Benefit Plan (excluding plans not subject to the provisions of Title IV of ERISA) listed on Schedule 3.16 or in which Company (for purpose of this Subsection 3.16, Company shall include all trades or businesses (whether or not incorporated) that are a member of a group of which Company is a member and which are under common control within the meaning of Section 414 of the Code and the regulations thereunder) participates or has participated, (i) Company has not withdrawn from such a Employee Pension Benefit Plan during a plan year in which it was an employer (as defined in Section 4001 (a) (2) of ERISA), (ii) Company has not filed a notice of intent to terminate any such plan or adopted any amendment to treat such plan as terminated, (iii) the Pension Benefit Guaranty Corporation has not instituted proceedings to terminate any such plan, (iv) no other event or condition has occurred that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such plan, (v) no accumulated funding deficiency, whether or not waived, exists with respect to any such plan, no condition has occurred or exists which by the passage of time would be expected to result in an accumulated funding deficiency as of the last day of the current plan year of any such plan, and neither Seller nor Company has failed to make full payment when due of all amounts which under the provisions of any such plans are required to be made as contributions thereto, (vi) all required premium payments to the Pension Benefit Guaranty Corporation have been paid when due, (vii) no reportable event, as described in Section 4043 of ERISA and the regulations thereunder, has occurred with respect to said plans, and (viii) no excise taxes are payable under the Code.

3.16.(d) Company does not participate in and has not participated in any multi-employer plan within the meaning of Section 3(37) of ERISA.

3.17. Employment Compensation. Schedule 3.17 contains a true and correct list of all employees to whom Company is paying compensation, including bonuses and incentives, for services

rendered or otherwise; and in the case of salaried employees such list identifies the current annual rate of compensation for each employee and in the case of hourly or commission employees identifies certain reasonable ranges of rates and the number of employees falling within each such range.

3.18. Trade Rights. Schedule 3.18 lists all Trade Rights (as defined below) in which Company now has any interest, specifying whether such Trade Rights are owned, controlled, used or held (under license or otherwise) by Company, and also indicating which of such Trade Rights are registered. All Trade Rights shown as registered in Schedule 3.18 have been properly registered, all pending registrations and applications have been properly made and filed and all annuity, maintenance, renewal and other fees relating to registrations or applications are current. In order to conduct the business of Company, as such is currently being conducted or proposed to be conducted, Company does not require any Trade Rights that it does not already have. Company is not infringing and has not infringed any Trade Rights of another in the operation of the business of Company, nor is any other person infringing the Trade Rights of Company. Company has not granted any license or made any assignment of any Trade Right listed on Schedule 3.18, nor does Company pay any royalties or other consideration for the right to use any Trade Rights of others. There are no inquiries, investigations or claims or litigation challenging or threatening to challenge Company's right, title and interest with respect to its continued use and right to preclude others from using any Trade Rights of Company. All Trade Rights of Company are valid, enforceable and in good standing, and there are no equitable defenses to enforcement based on any act or omission of Company. The consummation of the transactions contemplated hereby will not alter or impair any Trade Rights owned or used by Company. As used herein, the term "Trade Rights" shall mean and include: (i) all trademark rights, business identifiers, trade dress, service marks, trade names and brand names, all registrations thereof and applications therefor and all goodwill associated with the foregoing; (ii) all copyrights, copyright registrations and copyright applications, and all other rights associated with the foregoing and the underlying works of authorship; (iii) all patents and patent applications, and all international proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; and (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property.

3.19. Major Customers, Suppliers, and Distributors.

3.19.(a) Major Customers. Schedule 3.19.(a) contains a list of the ten largest customers, including dealers and distributors, of Company for each of the two (2) most recent fiscal years (determined on the basis of the total dollar amount of net sales) showing the total dollar amount of net sales to each such customer during each such year. Neither Company nor Shareholder has any knowledge or information of any facts indicating, nor any other reason to believe, that any of the customers listed on Schedule 3.19.(a) will not continue to be customers of the business of Company after the Closing at substantially the same level of purchases as heretofore.

3.19.(b) Major Suppliers. Schedule 3.19.(b) contains a list of the ten largest suppliers to Company for each of the two (2) most recent fiscal years (determined on the basis of the total dollar amount of purchases) showing the total dollar amount of purchases from each such supplier during each such year. Neither Company nor Shareholder has any knowledge or information of any facts indicating, nor any other reason to believe, that any of the suppliers listed on Schedule 3.19.(b) will not continue to be suppliers to the business of Company after the Closing and will not continue to supply the business with substantially the same quantity and quality of goods at competitive prices.

3.19.(c) Dealers and Distributors. Schedule 3.19.(c) contains a list by product line of all sales representatives, dealers, distributors and franchisees of Company, together with representative copies of all sales representative, dealer, distributor and franchise contracts and policy statements, and a description of all substantial modifications or exceptions.

3.20. Product Warranty and Product Liability. Schedule 3.20 contains a true, correct and complete copy of Company's standard warranty or warranties for sales of Products (as defined below) and, except as stated therein, there are no warranties, commitments or obligations with respect to the return, repair or replacement of Products. Schedule 3.20 sets forth the estimated aggregate annual cost to Company of performing warranty obligations for customers for each of the three (3) preceding fiscal years to the date of the Recent Balance Sheet. Schedule 3.20 contains a description of all product liability claims and similar claims, actions, litigation and other proceedings relating to products manufactured or sold, or services rendered, that are presently pending or which to Company's or Shareholder's knowledge are threatened, or which have been asserted or commenced against Company within the last three (3) years, in which a party thereto either requests injunctive relief or alleges damages (whether or not covered by insurance). To Company and Shareholders knowledge, there are no defects in design, construction or manufacture of Products that would adversely affect performance or create an unusual risk of injury to persons or property. None of the Products has been the subject of any replacement, field fix, retrofit, modification or recall campaign by Company and, to Company's or Shareholder's knowledge, no facts or conditions exist which could reasonably be expected to result in such a recall campaign. The Products have been designed and manufactured so as to meet and comply with all governmental standards and specifications currently in effect. Such products have received all governmental approvals necessary to allow their sale and use. As used in this Section 3.20, the term "Products" means any and all products currently or at any time previously manufactured, distributed or sold by Company under any brand name or mark under which products are or have been manufactured, distributed or sold by Company.

3.21. Bank Accounts. Schedule 3.21 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the Company maintains a safe deposit box, lock box or checking, savings, custodial or other account of any nature, the type and number of each such account and the signatories therefore, a description of any compensating balance arrangements, and the names of all persons authorized to draw thereon, make withdrawals therefrom or have access thereto.

3.22. Affiliates' Relationships to Company. All leases, contracts, agreements or other arrangements between Company and any Affiliate are described on Schedule 3.22; no Affiliate has any direct or indirect interest in (i) any entity which does business with Company or is competitive with Company's business, or (ii) any property, asset or right which is used by Company in the conduct of its business; and all obligations of any Affiliate to Company, and all obligations of Company to any Affiliate, are listed on Schedule 3.22.

3.23. No Brokers or Finders. Neither Company nor any of its directors, officers, employees, Shareholders or agents have retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof.

3.24. Disclosure. No representation or warranty by Company and/or Shareholder in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Company or Shareholder pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and

information contained in any certificate, instrument, Disclosure Schedule or document delivered by or on behalf of Company and/or Shareholder shall be deemed representations and warranties by the Company and the Shareholder.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Shareholder, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Shareholder or any notice to Shareholder, and shall survive the Closing of the transactions provided for herein.

4.1. Corporate Organization and Power. Buyer is a corporation duly organized and validly existing under the laws of the State of Wisconsin; and Buyer has all requisite corporate power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

4.2. Authority. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Buyer. No other corporate act or proceeding on the part of Buyer or its shareholders is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

4.3. No Brokers or Finders. Neither Buyer nor any of its directors, officers, employees or agents have retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof, and neither Shareholder nor Company shall be liable for any commission or payments to any employee therefor.

4.4. Disclosure. No representation or warranty by Buyer in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Buyer pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

4.5. Investment Intent. The Shares are being acquired by Buyer for investment only and not with the view to resale or other distribution.

5. COVENANTS

5.1. Environmental Audits. Buyer will have, prior to closing, retained a firm engaged in the regular business of environmental engineering or will use its own environmental engineering personnel to conduct such environmental audits of Company's operations and the real estate occupied by Company as Buyer in its discretion shall consider necessary or appropriate. Buyer has been afforded the opportunity to

meet with Company's environmental consultant, Luis A. del Valle P.E. to discuss the Company's business operations.

5.2. Escrow Agreement. At the Closing, Shareholder and Buyer shall execute and deliver an Escrow Agreement (the "Escrow Agreement") in a form of Exhibit 5.2 hereto.

5.3. Noncompetition; Confidentiality. Subject to the Closing, and (i) as an inducement to Buyer to execute this Agreement and complete the transactions contemplated hereby, (ii) in consideration of $100,000 as described at Section 2.1, and (iii) in order to preserve the goodwill associated with the business of Company being acquired pursuant to this Agreement, Shareholder hereby covenants and agrees as follows:

5.3.(a) Covenant Not to Compete. For a period of ten (10) years from the Closing Date, Shareholder will not directly or indirectly: (i) engage in, continue in or carry on any business which competes with the Business or is substantially similar thereto, including owning or controlling any financial interest in any corporation, partnership, firm or other form of business organization which is so engaged; (ii) consult with, advise or assist in any way, whether or not for consideration, any corporation, partnership, firm or other business organization which is now or becomes a competitor of Company or Buyer in any aspect with respect to the Business, including, but not limited to, advertising or otherwise endorsing the products of any such competitor; soliciting customers or otherwise serving as an intermediary for any such competitor; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction on other than an arm's length basis with any such competitor; (iii) offer employment to an employee of Company, without the prior written consent of Buyer; or (iv) engage in any practice the purpose of which is to evade the provisions of this covenant not to compete or to commit any act which adversely affects the Business; provided, however, that the limitations of this Section 5.3(a) shall not prohibit the ownership of securities of corporations which are listed on a national securities exchange or traded in the national over-the-counter market in an amount which shall not exceed 5% of the outstanding shares of any such corporation. The parties agree that the geographic scope of this covenant not to compete shall extend throughout North America, Puerto Rico, and the Caribbean. The parties agree that Buyer may sell, assign or otherwise transfer this covenant not to compete, in whole or in part, to any person, corporation, firm or entity that purchases all or part of the business of the Company. In the event a court of competent jurisdiction determines that the provisions of this covenant not to compete are excessively broad as to duration, geographical scope or activity, it is expressly agreed that this covenant not to compete shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such over broad provisions shall be deemed, without further action on the part of any person, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in such jurisdiction.

5.3.(b) Covenant of Confidentiality. Shareholder shall not at any time subsequent to the Closing, except as requested by Buyer, (i) use for any purpose, (ii) disclose to any person, or (iii) keep or make copies of documents, tapes, discs or programs containing, any confidential information concerning Company. For purposes hereof, "confidential information" shall mean and include, without limitation, all Trade Rights in which Company has an interest, all customer lists and customer information, and all other information concerning Company's processes, apparatus, equipment, packaging, products, marketing and distribution methods, not previously disclosed to the public directly by Company.

5.3.(c) Equitable Relief for Violations. Shareholder agrees that the provisions and restrictions contained in this Section 5.3 are necessary to protect the legitimate continuing interests of Buyer in acquiring the Shares, and that any violation or breach of these provisions will result in irreparable

injury to Buyer for which a remedy at law would be inadequate and that, in addition to any relief at law which may be available to Buyer for such violation or breach and regardless of any other provision contained in this Agreement, Buyer shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Section 5.3.

5.4. General Release. At the Closing, Shareholder shall deliver a general release to Buyer, in form and substance satisfactory to Buyer and its counsel, releasing Company and the directors, officers, agents and employees of Company from all claims to the Closing Date, except (i) as may be described in written contracts disclosed in the Disclosure Schedule and expressly described and excepted from such release, and (ii) compensation for current periods expressly described and excepted from such release. Such release shall include, among other matters, release of that certain indebtedness of Company to Marie E. Collado per the terms of paragraph 6(i) of the Letter of Intent, and shall also contain a waiver of any right of contribution or other recourse against Company with respect to representations, warranties or covenants made herein by Company. Company and Shareholder shall use their best efforts to cause the fulfillment at the earliest practicable date of all of the conditions to the parties' obligations to consummate the transactions contemplated in this Agreement.

5.5. Consulting and Employment Agreements. At closing, Company and Shareholder shall enter into a one-year consulting agreement to be evidenced by a written Consulting Agreement containing terms mutually agreeable to Company and Shareholder. In addition, Company shall enter into written Employment Agreements with Alexis Rosado Collado as Production Manager and Marie Rosado Collado as Sales Manager, which agreements shall be upon mutually agreeable terms.

6. INDEMNIFICATION

6.1. By Shareholder. Subject to the terms and conditions of this Article 6, Shareholder hereby agrees to indemnify, defend and hold harmless Buyer, its directors, officers, employees and controlled and controlling persons (hereinafter "Buyer's Affiliates") and the Company from and against all Claims asserted against, resulting to, imposed upon, or incurred by Buyer, Buyer's Affiliates or the Company, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach of any representation or warranty of Shareholder or Company contained in or made pursuant to this Agreement (regardless of whether such breach is deemed "material" for purpose of Section 6.1), or (b) the breach of any covenant of Shareholder or the Company contained in this Agreement, or (c) the lawsuit brought against the Company by Pedro C. Valázquez Ojeda as described in Schedule 3.10. As used in this Article 6, the term "Claim" shall include (i) all debts, liabilities and obligations; (ii) all losses, damages (including, without limitation, consequential damages), judgments, awards, settlements, costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs and attorneys fees and expenses); and (iii) all demands, claims, suits, actions, costs of investigation, causes of action, proceedings and assessments, whether or not ultimately determined to be valid.

6.2. By Buyer. Subject to the terms and conditions of this Article 6, Buyer hereby agrees to indemnify, defend and hold harmless each Shareholder from and against all Claims asserted against, resulting to, imposed upon or incurred by any such person, directly or indirectly, by reason of or resulting from (a) the inaccuracy or breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement, or (b) the breach of any covenant of Buyer contained in this Agreement.

6.3. Indemnification of Third-Party Claims. The obligations and liabilities of any party to indemnify any other under this Article 6 with respect to Claims relating to third parties shall be subject to the following terms and conditions:

6.3.(a) Notice and Defense. The party or parties to be indemnified (whether one or more, the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party") written notice of any such Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. Failure to give such notice shall not affect the Indemnifying Party's duty or obligations under this Article 6, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall in all respects give reasonable cooperation in such defense. If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment therein.

6.3.(b) Indemnified Party's Rights. Anything in this Section 6.3 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim.

6.4. Payment. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 6, which payment may be accomplished in whole or in part, at the option of the Indemnified Party, by the Indemnified Party setting off any amount owed to the Indemnifying Party by the Indemnified Party. To the extent set-off is made by an Indemnified Party in satisfaction or partial satisfaction of an indemnity obligation under this Article 6 that is disputed by the Indemnifying Party, upon a subsequent determination by final judgment not subject to appeal that all or a portion of such indemnity obligation was not owed to the Indemnified Party, the Indemnified Party shall pay the Indemnifying Party the amount that was set off and not owed together with interest from the date of set-off until the date of such payment at an annual rate equal to the average annual rate in effect as of the date of the set-off, on those three maturities of United States Treasury obligations having a remaining life, as of such date, closest to the period from the date of the set-off to the date of such judgment. Upon judgment, determination, settlement or compromise of any third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such third party Claim.

6.5. Tax Effect The indemnification obligation of an Indemnifying Party shall be adjusted so as to give effect to any net reduction in federal, state, local or foreign income or franchise tax liability actually realized at any time by the Indemnified Party in connection with the satisfaction by the Indemnifying Party of the Claims with respect to which indemnification is sought hereunder. Any Claims payable by the Indemnifying Party to the Indemnified Party hereunder shall include the federal, state, local or foreign income or franchise tax liability which the Indemnified Party will incur upon receipt of payment

in respect of such Claims (taking into account any net operating loss, capital loss or credit carryover of the Indemnified Party).

6.6. Indemnification for Environmental Matters. Without limiting the generality of the foregoing, Shareholder agrees to indemnify, reimburse, hold harmless and defend Buyer, Buyer's affiliates and Company for, from, and against all Claims asserted against, imposed on, or incurred by any such person, directly or indirectly, in connection with any pollution, threat to the environment, or exposure to, or manufacture, processing, distribution, use, treatment, generation, transport or handling, disposal, emission, discharge, storage or release of Waste that (a) is related in any way to Company's or any previous owner's or operator's ownership, operation or occupancy of the business, properties and assets owned or used by Company, and (b) in whole or in part occurred, existed, arose out of conditions or circumstances that existed, or was caused on or before the Closing Date.

6.7. Limitations on Indemnification. Except for any willful or knowing breach or misrepresentation, as to which claims may be brought without limitation as to time or amount:

6.7.(a) Time Limitation. No claim or action shall be brought under this Article 6.7.(a) for breach of a representation or warranty after the lapse of two (2) years following the Closing. Regardless of the foregoing, however, or any other provision of this Agreement:

(i) There shall be no time limitation on claims on actions brought for breach of any representation or warranty made by Shareholder or Company in Sections 3.1.(c) and 3.2 and Shareholder hereby waives all applicable statutory limitation periods with respect thereto.

(ii) Any claim or action brought for breach of any representation or warranty made by Shareholder in Section 3.5 may be brought at any time until the underlying tax obligation is barred by the applicable period of limitation under federal and state laws relating thereto (as such period may be extended by waiver).

(iii) Any claim made by a party hereunder for breach of a representation or warranty prior to the termination of the survival period for such claim shall be preserved despite the subsequent termination of such survival period.

6.7.(b) Limitation on Amount. No claim shall be brought under this Article 6 for breach of any representation or warranty until the aggregate amount claimed exceeds $25,000, and then only for the aggregate amount exceeding $25,000.

6.8. No Waiver. The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any party of its rights to indemnification hereunder, regardless of whether the party seeking indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Claim at or before the Closing.

7. CLOSING

The closing of this transaction ("the Closing") shall take place at the offices of Shareholder or his legal counsel in San German, Puerto Rico, at 9:00 A.M. on March 14, 1995 or at such other time and place as the parties hereto shall agree upon. Such date is referred to in this Agreement as the "Closing Date".

7.1. Documents to be Delivered by Company and Shareholder. At the Closing, Company and Shareholder shall deliver to Buyer the following documents, in each case duly executed or otherwise in proper form:

7.1.(a) Stock Certificate(s). A stock certificate or certificates representing the Shares, duly endorsed for transfer or with duly executed stock powers attached.

7.1.(b) Opinion of Counsel. A written opinion of Tomas E. Vivoni, legal counsel to Company and Shareholder, dated as of the Closing Date, addressed to Buyer, substantially in the form of Exhibit A hereto.

7.1.(c) Certified Resolutions and Incumbency Certificate. Certified copies of the resolutions of the Board of Directors of Company, authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement, and incumbency certificates relating to each person executing (as a corporate officer or otherwise on behalf of another person) any document executed and delivered by Buyer pursuant to the terms hereof.

7.1.(d) Escrow Agreement. The Escrow Agreement duly executed by Shareholder and the Escrow Agent in the form of Exhibit B hereto.

7.1.(e) Articles; Bylaws. A copy of the Articles of Incorporation of Company certified by the Secretary of State of the Territory of Puerto Rico, and a copy of the Bylaws of Company certified by the Secretary of Company.

7.1.(f) General Release. The General Release referred to in Section 5.4 in the form of Exhibit C hereto, duly executed by Shareholder.

7.1.(g) Resignations. The resignations of Alexis Rosado, Angel Alexis Rosado, and Zoraida Toro as officers, and Alexis Rosado, Angel Alexis Rosado, and Maria Engenia Rosado as directors of the Company, effective as of the Closing Date and in form satisfactory to Buyer's counsel.

7.1.(h) Consulting Agreement. The Consulting Agreement referenced in Section 5.5 in the form of Exhibit D hereto.

7.1.(i) Employment Agreements. The Employment Agreements referenced to in Section 5.5 in the forms of Exhibits E-1, E-2, and E-3 hereto.

7.1.(j) Other Documents. All other documents, instruments, or writings required to be delivered to Buyer at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Buyer may reasonably request.

7.2. Documents to be Delivered by Buyer. At the Closing, Buyer shall deliver to Shareholder the following documents, in each case duly executed or otherwise in proper form:

7.2.(a) Cash Purchase Price. To Shareholder, certified or bank cashier's checks (or wire transfer) as required by Section 2.2.(a) hereof, and to the Escrow Agent, a certified or bank cashier's check (or wire transfer) as required by Section 2.2.(b) hereof.

7.2.(b) Certified Resolutions and Incumbency Certificate. A certified copy of the resolutions of the Board of Directors of Buyer authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement, and incumbency certificates relating to each person executing any document executed and delivered to Company or Shareholder by Buyer pursuant to the terms hereof.

7.2.(c) Escrow Agreement. The Escrow Agreement duly executed by Buyer and the Escrow Agent in the form of Exhibit B hereto.

7.2.(d) Consulting Agreement. The Consulting Agreement referenced in Section 5.5 in the form of Exhibit D hereto.

7.2.(e) Employment Agreements. The Employment Agreements referenced to in Section 5.5 in the forms of Exhibits E-1, E-2, and E-3 hereto.

7.2.(f) Other Documents. All other documents, instruments or writings required to be delivered to Company at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Company may reasonably request.

8. RESOLUTION OF DISPUTES

8.1. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or any contract or agreement entered into pursuant hereto or the performance by the parties of its or their terms shall be settled by binding arbitration held in San Juan, Puerto Rico, or other mutually agreed location, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as specifically otherwise provided in this Article 8. The arbitrator(s) shall have authority to award relief under legal or equitable principles, including interim or preliminary relief, and to allocate responsibility for the costs of the arbitration and to award recovery of attorneys fees and expenses in such manner as is determined to be appropriate by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having in personam and subject matter jurisdiction. Buyer and Shareholder hereby submit to the in personam jurisdiction of the Federal, State, and Territory courts in Puerto Rico and Wisconsin, for the purpose of confirming any such award and entering judgment thereon.

8.2. Confidentiality and Continued Performance. All proceedings under this Article 8, and all evidence given or discovered pursuant hereto, shall be maintained in confidence by all parties. The fact that the dispute resolution procedures specified in this Article 8 shall have been or may be invoked shall not excuse any party from performing its obligations under this Agreement and during the pendency of any such procedure all parties shall continue to perform their respective obligations in good faith, subject to any rights to terminate this Agreement that may be available to any party and to the right of setoff provided in Section 6.4 hereof.

9. MISCELLANEOUS

9.1. Disclosure Schedule. The Schedules have been compiled in a bound volume (the "Disclosure Schedule"), executed by Shareholder and dated and delivered to Buyer on the date of this Agreement. Information set forth in the Disclosure Schedule specifically refers to the article and section of this Agreement to which such information is responsive and such information shall not be deemed to have been disclosed with respect to any other article or section of this Agreement or for any other purpose. The Disclosure Schedule includes a table of contents and/or index to all of the information and documents

contained therein. The Disclosure Schedule shall not vary, change or alter the language of the representations and warranties contained in this Agreement and, to the extent the language in the Disclosure Schedule does not conform in every respect to the language of such representations and warranties, such language in the Disclosure Schedule shall be disregarded and be of no force or effect.

9.2. Further Assurances. From time to time, at Buyer's or Shareholder's request and without further consideration, Company and Shareholder or Buyer will execute and deliver to Buyer/Shareholder, as the case may be, such documents and take such other action as Buyer or Shareholder may reasonably request in order to consummate more effectively the transactions contemplated hereby.

9.3. Disclosures and Announcements. Announcements concerning the transactions provided for in this Agreement by Buyer, Company or Shareholder shall be subject to the approval of the other parties in all essential respects

9.4. Assignment; Parties in Interest. Except for the assignment by Buyer to its designated wholly-owned corporate subsidiary, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other parties. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

9.5. Law Governing Agreement. This Agreement may not be modified or terminated orally, and shall be construed and interpreted according to the internal laws of the Commonwealth of Puerto Rico, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

9.6. Amendment and Modification. Buyer and Shareholder may amend, modify and supplement this Agreement in such manner as may be agreed upon in writing between Buyer and Shareholder.

9.7. Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows, unless changed in writing by the party to receive a notice:

If to Buyer, to:

Ken Kiesau, Vice President
Menasha Corporation
1645 Bergstrom Road
P. O. Box 367
Neenah, WI 54957-0367
Facsimile: (414) 751-1904

If to Shareholder or Company, to:

Alexis Rosado
P.O. Box 513
San German, P.R. 00683
Telephone: (809) 264-3509

9.8. Expenses. Regardless of whether or not the transactions contemplated hereby are consummated:

9.8.(a) Expenses to be Paid by Shareholder. Shareholder shall pay, and shall indemnify, defend and hold Buyer and Company harmless from and against: (i) any sales, use, excise, or other similar tax imposed with respect to the transactions provided for in this Agreement, and any interest or penalties related thereto; and (ii) all fees and expenses of his own and Company's legal, accounting, investment banking and other professional counsel in connection with the transactions contemplated hereby.

9.8.(b) Other. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

9.8.(c) Costs of Litigation or Arbitration. The parties agree that (subject to the discretion, in an arbitration proceeding, of the arbitrator as set forth in Article 8) the prevailing party in any action brought with respect to or to enforce any right or remedy under this Agreement shall be entitled to recover from the other party or parties all reasonable costs and expenses of any nature whatsoever incurred by the prevailing party in connection with such action, including without limitation attorneys' fees and prejudgment interest.

9.9. Entire Agreement, Counterparts, and Headings. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

9.10. Glossary of Terms. The following sets forth the location of definitions of capitalized terms defined in the body of this Agreement:

"Affiliate" - Section 3.8.(e)
"Ancillary Instruments" - Section 3.2.(a)
"Buyer's Affiliates" - Section 6.1
"CERCLA" - Section 3.11.(c)
"Claim" - Section 6.1
"Closing" - Preamble to Article 7
"Closing Date" - Preamble to Article 7
"Code" - Section 3.5.(e)
"Disclosure Schedule - Section 9.1
"Employee Benefit Plans" - Section 3.16.(a)
"Environmental Laws" - Section 3.11.(c)
"ERISA" - Section 3.16.(a)
"Escrow Agreement"-Section 5.2
"Indemnified Party"-Section 6.3.(a)
"Laws" - Section 3.11.(a)
"Lien" - Section 3.12.(a)
"Products" - Section 3.20
"Purchase Price" - Section 2.1
"Real Property" - Section 3.12.(c)
"Recent Balance Sheet" - Section 3.4
"Trade Rights" - Section 3.18
"Waste" - Section 3.11.(c)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

INSERT CORPORATION de P.R., Inc.
a Puerto Rican corporation
("Company")

By: _____
Alexis Rosado, President

MENASHA CORPORATION
a Wisconsin Corporation
("Buyer")

By: _____

SHAREHOLDER:

_____
Alexis Rosado, Individually

WAIVER OF INTEREST

For valuable consideration hereby acknowledged, the undersigned, Livia Vega Jimenez, wife of Alexis Rosado, hereby waives, releases, and otherwise forever disclaims any ownership interest she may have, if any, whether legal or equitable, in the stock of Insert Corporation de P.R., Inc.

_____
Livia Vega Jimenez, Individually

Disclosure Schedule

Tab No.			
1.	Schedule 3.1.(a)	-	Foreign Corporation Qualification
2.	Schedule 3.1.(b)	-	Directors and Officers
3.	Schedule 3.3	-	Violation, Conflict, Default
4.	Schedule 3.4	-	Financial Statements
5.	Schedule 3.5.(b)	-	Tax Returns (Exceptions to Representations)
6.	Schedule 3.5.(c)	-	Tax Audits
7.	Schedule 3.5.(d)	-	Consolidated Tax Returns
8.	Schedule 3.5.(e)	-	Tax, Other
9.	Schedule 3.6	-	Accounts Receivable (Aged Schedule)
10.	Schedule 3.7	-	Inventory Off Premises
11.	Schedule 3.8	-	Certain Changes
12.	Schedule 3.9	-	Off-Balance Sheet Liabilities
13.	Schedule 3.10	-	Litigation Matters
14.	Schedule 3.11.(a)	-	Non-Compliance with Laws
15.	Schedule 3.11.(b)	-	Licenses and Permits
16.	Schedule 3.11.(c)	-	Environmental Matters (Exceptions to Representations)
17.	Schedule 3.12.(a)	-	Liens
18.	Schedule 3.12.(c)	-	Real Property Leases
19.	Schedule 3.13	-	Insurance
20.	Schedule 3.14.(a)	-	Personal Property Leases

21.	Schedule 3.14.(b)	-	Purchase and Sales Commitments
22.	Schedule 3.14.(c)	-	Material Contracts
23.	Schedule 3.14.(e)	-	Loan Agreements, Guarantees, etc.
24.	Schedule 3.15	-	Labor Matters
25.	Schedule 3.16	-	Employee Plans/Agreements
26.	Schedule 3.17	-	Employment Compensation
27.	Schedule 3.18	-	Trade Rights
28.	Schedule 3.19.(a)	-	Major Customers
29.	Schedule 3.19.(b)	-	Major Suppliers
30.	Schedule 3.19.(c)	-	Dealers and Distributors
31.	Schedule 3.20	-	Product Warranty, Warranty Expense and Liability Claims
32.	Schedule 3.21	-	Bank Accounts
33.	Schedule 3.22	-	Contracts with Affiliates, and Obligations of and to Affiliates

Schedule 3.11.(c)

Environmental Matters (Exceptions to Representations)

Included there is an exemption.

A.R.

KAK

Professional Translation Services - 02/27/95

ESTADO LIBRE ASOCIADO DE PUERTO RICO / GOVERNOR'S OFFICE
MAYAGUEZ REGIONAL OFFICE

January 13, 1993

Mr. Alexis Rosado Díaz
President
INSERT CORP. OF PR, INC.
P.O. 513
San Germán, PR 00683

Dear Mr. Rosado:

In accordance with the Air Quality Control Regulations (RCCA), Rule 206, C-6 in force, an Emissions Source Permit (PFE) is not required for the evaporator described in the documents submitted by you.

We would like to point out that even though you are exempted from this permit, if it is determined that an activity that could affect our environment develops, the Environmental Quality Board has the authority to intervene to search for a solution.

Cordially,

ENVIRONMENTAL QUALITY BOARD

Jorge Sánchez Soler
Mayaguez Region Director

file copy

Mayo

ESTADO LIBRE ASOCIADO DE PUERTO RICO / OFICINA DEL GOBERNADOR

Junta de Calidad Ambiental

OFICINA REGIONAL DE MAYAGUEZ

13 de enero de 1993

Sr. Alexis Rosado Diaz
Presidente
INSERT CORP. OF PR, INC.
Apartado 513
San Germán, PR 00683

Estimado señor Rosado:

A tenor con la Regla 206, C-6 del Reglamento para el Control de Calidad de Aire (RCCA) vigente, no se requiere Permiso de Fuente de Emisión (PFE) alguno para el evaporador descrito en los documentos sometidos por usted.

Queremos indicar que aún cuando se le exime de la radicación de este permiso, si se determina que hay alguna actividad que pudiera o esté afectando nuestro ambiente, la Junta de Calidad Ambiental tiene la potestad de intervenir para buscar la solución al mismo.

Cordialmente,

JUNTA DE CALIDAD AMBIENTAL

Jorge L. Sánchez Soler
Director Región Mayagüez

RRT/mja

fc: Expediente

CERTIFICATE OF OWNERSHIP
MERGING
INSERT CORPORATION DE P.R., INC.
INTO
MENASHA INSERTCO ACQUISITION COMPANY

(Pursuant to Section 253 of the General Corporation Law of Delaware.)

Menasha Insertco Acquisition Company, ("MIAC"), a corporation incorporated on the 31st day of January 1995, pursuant to the provisions of the General Corporation Law of the State of Delaware DOES HEREBY CERTIFY that this corporation owns 100% of the capital stock of Insert Corporation de P.R., Inc., a corporation incorporated on the 2nd day of November, 1982, pursuant to the provisions of the General Corporation Law of Puerto Rico, and that this corporation, by a resolution of its Board of Directors duly adopted on the 14th day of March 1995 determined to and did merge into itself said Insert Corporation de P.R., Inc., which resolution is in the following words to wit:

WHEREAS this corporation lawfully owns 100% of the outstanding stock of Insert Corporation de P.R, Inc., a corporation organized and existing under the laws of Puerto Rico, and

WHEREAS this corporation desires to merge into itself the said Insert Corporation de P.R., Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW THEREFORE, BE IT

RESOLVED, that this corporation merge into itself, and it does hereby merge into itself said Insert Corporation de P.R., Inc. and assumes all of its liabilities and obligations, and

FURTHER RESOLVED, that the vice-president, and the secretary of this corporation be and they hereby are directed to make and execute, under the corporate seal of this corporation, a certificate of ownership setting forth a copy of the resolution to merge said Insert Corporation de P.R., Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger, and

FURTHER RESOLVED, that Menasha Insertco Acquisition Company relinquishes its corporate name and assumes in place thereof the name NJP Insertco, Inc, and Article I of the Certificate of Incorporation shall be amended to read as follows: NJP Insertco, Inc.

IN WITNESS WHEREOF, said Menasha Insertco Acquisition Company has caused its corporate seal to be affixed and this certificate to be signed by William C. Griffith, its Vice President and attested by Glenn D. Holcombe, its Secretary, this 14th day of March, 1995.

William C. Griffith, Vice President

Corporate Seal

Attest:

Glenn D. Holcombe, Secretary

RESOLUTION ADOPTED BY
BOARD OF DIRECTORS
of
MENASHA INSERTCO ACQUISITION COMPANY

March 14, 1995

WHEREAS, Menasha Insertco Acquisition Company ("MIAC"), a Delaware corporation, has acquired and owns all of the outstanding capital stock of Insert Corporation de P.R., Inc. ("Insertco"), a Puerto Rico corporation; and

WHEREAS, it is deemed in the best interests of MIAC and Insertco to merge Insertco into MIAC; it is hereby:

RESOLVED, that the Plan of Liquidation and Merger in the form attached hereto as Exhibit A, providing for the merger of Insertco into MIAC on the terms therein contained pursuant to Section 141(f) of the Delaware General Corporation Law and Article 902 of the General Corporation Law of Puerto Rico, without a vote of shareholders of either corporation and without action by the Board of Directors of Insertco, is hereby approved.

RESOLVED FURTHER, that the appropriate officers of this corporation and of Insertco be and they hereby are authorized to execute all documents and instruments and to do all acts which they in their sole discretion shall deem necessary or appropriate to consummate the transaction hereby authorized and in connection with any matter incidental or related thereto, including but not limited to the execution and filing of appropriate articles of merger, and any such documents and instruments executed or action taken shall be conclusive evidence of their authority in so doing.

EXHIBIT A

PLAN OF LIQUIDATION AND MERGER
of
INSERT CORPORATION DE P.R., INC.
into
MENASHA INSERTCO ACQUISITION COMPANY

WHEREAS, Menasha Insertco Acquisition Company (the "Surviving Corporation"), a corporation organized and existing under the laws of the State of Delaware and authorized to transact business as a foreign corporation in the Commonwealth of Puerto Rico, has acquired all of the outstanding shares of Insert Corporation de P.R., Inc. (the "Merging Corporation"), a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (such corporations being hereinafter collectively referred to as the ("Constituent Corporations"); and

WHEREAS, the designation and the number of the outstanding shares of each class and series of outstanding shares of the Merging Corporation is 19,700 shares of common stock, $1.00 par value, all of which shares are owned by the Surviving Corporation; and

WHEREAS, the Board of Directors of the Surviving Corporation deems it advisable for the general welfare and advantage of the Constituent Corporations that the Merging Corporation be merged into the Surviving Corporation;

NOW, THEREFORE, the terms and conditions of the merger of the Merging Corporation into the Surviving Corporation (the "Merger") are as follows:

ARTICLE I

MERGER; EFFECTIVE TIME

At the Effective Time of the Merger (as hereinafter defined), the separate existence of the Merging Corporation shall cease and the Merging Corporation shall be merged into the Surviving Corporation pursuant to Section 253 of the Delaware General Corporation Law and Article 902 of Act No. 3 of January 9, 1956, as amended, known as the General Corporation Law of Puerto Rico. The Effective Time of the Merger shall be 11:59 p.m. on March 14, 1995.

ARTICLE II

NAME; ARTICLES OF INCORPORATION; BYLAWS; DIRECTORS AND OFFICERS

The name of the Surviving Corporation shall be changed to NJP Insertco, Inc., and the Merger shall not effect any other change in the articles of incorporation, bylaws, directors or officers of the Surviving Corporation.

ARTICLE III

SHARES OF THE SURVIVING CORPORATION AND THE MERGING CORPORATION

1. Surviving Corporation Shares. Each share of the Surviving Corporation issued and outstanding or in the treasury of the Surviving Corporation at the Effective Time of the Merger shall continue to be one such share of the Surviving Corporation.

2. Merging Corporation Shares. Each share of the Merging Corporation issued and outstanding or in the treasury of the Merging Corporation shall be retired and canceled at the Effective Time of the Merger, and no shares of the Surviving Corporation shall be issued in exchange therefor.

ARTICLE IV

EFFECT OF THE MERGER

The effect of the Merger shall be as provided in Section 253 of the Delaware General Corporation Law.

ARTICLE V

FEDERAL INCOME TAX EFFECT

This Plan of Liquidation and Merger is intended to constitute a plan of complete liquidation under Section 332 of the Internal Revenue Code of 1986, as amended.

ARTICLE VI

TERMINATION AND ABANDONMENT

At any time prior to the Effective Time of the Merger, this Plan of Liquidation and Merger may be terminated and abandoned by the Board of Directors of the Surviving Corporation, or the Executive Committee thereof. In the event of such termination and abandonment of this Plan, this Plan shall become void and of no effect.

ARTICLES OF MERGER
of
INSERT CORPORATION DE P.R., INC.
into
MENASHA INSERTCO ACQUISITION COMPANY

A. Pursuant to the provisions of Section 253 of the Delaware General Corporation Law and Article 902 of Act No. 3 of January 9, 1956 known as the General Corporation Law of Puerto Rico, Menasha Insertco Acquisition Company (the "Surviving Corporation"), a Delaware corporation, which is authorized to transact business as a foreign corporation in Puerto Rico , and which owns all of the outstanding shares of each class and series of the outstanding shares of Insert Corporation de P.R., Inc. (the "Merging Corporation"), a Puerto Rico corporation, these Articles of Merger:

1. The Plan of Liquidation and Merger is annexed hereto as Exhibit A, and by reference is made a part hereof with the same force and effect as if herein set forth in full. The Plan of Liquidation and Merger was approved by resolution adopted by the Board of Directors of the Surviving Corporation at a meeting duly convened and held on March 14, 1995.

2. The only outstanding shares of the Merging Corporation are 19,700 shares of common stock, $ 1.00 par value, all of which are owned by the Surviving Corporation.

3. Since the Surviving Corporation owns 100% of the outstanding shares of the Merging Corporation, the requirement to mail a copy of the Plan of Liquidation and Merger to minority shareholders of the Merging Corporation is inapplicable.

4. The Effective Time of the Merger shall be 11:59 p.m. on March 14, 1995.

5. (a) The registered office of the Surviving Corporation in Delaware is located in Wilmington, Delaware; the registered office of the Surviving Corporation in Puerto Rico is located in Old San Juan, Puerto Rico.

(b) The registered office of the Merging Corporation in Puerto Rico is located in Old San Juan, Puerto Rico; the Merging Corporation is not authorized to transact business in Delaware and, consequently, has no registered office in Delaware.

6. The applicable provisions of the laws of the State of Delaware relating to the merger have been, or upon compliance with filing and recording requirements will have been, complied with.

B. Pursuant to Article 902 of the General Corporation Law of Puerto Rico, the Surviving Corporation hereby:

1. Agrees that it may be served with process in the Commonwealth of Puerto Rico in any proceeding for the enforcement of any obligation of the Merging Corporation or the Surviving Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the surviving Corporation (although the Surviving Corporation is the sole shareholder of the Merging Corporation so that there can be no such dissenting shareholders).

2. Irrevocably appoints the Secretary of State of the Commonwealth of Puerto Rico as its agent to accept service of process in any such proceeding. Any process so served shall be mailed the Surviving Corporation at the following address: NJP Insertco, Inc. c/o Menasha Corporation, 1645 Bergstrom Road, P.O. Box 367, Neenah, Wisconsin 54957-0367: Attention: Mr. Kenneth A. Kiesau, President.

3. Agrees that it will promptly pay the dissenting shareholders of the Merging Corporation the amount, if any, to which they are entitled under the provisions of the General Corporation Law of Puerto Rico with respect to the rights of the dissenting shareholders (although the Surviving Corporation is the sole shareholder of the Merging Corporation so that there can be no such dissenting shareholders).

WITNESS the signatures and seals of the undersigned corporations this 14th day of March, 1995.

INSERT CORPORATION DE P.R., INC.

By: _____
William C. Griffith, Vice President

(Corporate Seal)

Attest: _____
Glenn D. Holcombe, Secretary

MENASHA INSERTCO ACQUISITION COMPANY

By: _____
William C. Griffith, Vice President

(Corporate Seal)

Attest: _____
Glenn D. Holcombe, Secretary

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("AGREEMENT") is made and is effective as of November 30, 1997 (independent of the actual date of execution), by Kollman Graphics, Inc., a Maryland corporation ("BUYER"), and Menasha Corporation, a Wisconsin corporation ("SELLER").

RECITALS

a. SELLER owns one thousand (1,000) shares ("SHARES") of the capital stock of NJP Insertco, Inc., a Delaware corporation ("COMPANY"), constituting all of the issued and outstanding SHARES of the capital stock of the COMPANY.

b. BUYER and SELLER have entered into a Letter Agreement dated October 2, 1997 ("LETTER AGREEMENT'), pursuant to which SELLER has agreed to sell and BUYER has agreed to purchase the SHARES. The sale shall be accomplished by BUYER purchasing four hundred sixty-three (463) of the SHARES ("PURCHASED SHARES") and the COMPANY redeeming from the SELLER the balance of the SHARES ("REDEEMED SHARES") constituting five hundred thirty-seven (537) of the SHARES.

c. The LETTER AGREEMENT contemplates the execution of this AGREEMENT to more fully and completely set forth the agreement of the parties with respect to the SHARES.

AGREEMENT

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

In addition to those terms already defined in the opening and recital paragraphs of this AGREEMENT, the following terms shall have the meanings specified in this Article. All terms defined in the opening and recital paragraphs and in this Article shall be set forth in all capital letters throughout this AGREEMENT.

1.1. Acquired Companies. The term "ACQUIRED COMPANIES" shall mean the COMPANY and its SUBSIDIARIES (if any), collectively.

1.2. Adjusted Net Worth. The term "ADJUSTED NET WORTH" shall mean the net worth of the COMPANY on its balance sheet less goodwill.

1.3. Adjustment Amount. The term "ADJUSTMENT AMOUNT" shall mean the amount by which the agreed purchase price to be paid for the SHARES is to be adjusted pursuant to this AGREEMENT after or as of CLOSING.

1.4. Aged Inventory. The term "AGED INVENTORY" shall mean inventory that, as of CLOSING, is at least one hundred twenty (120) days old.

1.5. Aged Receivables. The term "AGED RECEIVABLES" shall mean the aggregated amount of the COMPANY's accounts receivable (net of the COMPANY's bad debt reserve) that, as of CLOSING, are at least one hundred twenty (120) days old.

1.6. Applicable Contract. The term "APPLICABLE CONTRACT" shall mean any CONTRACT: (a) under which any ACQUIRED COMPANY has or may acquire any rights; (b) under which any ACQUIRED COMPANY has or may become subject to any obligation or liability; or (c) by which any ACQUIRED COMPANY or any of the assets owned or used by it is or may become bound.

1.7. Assignment. The term "ASSIGNMENT" shall mean the document pursuant to which the SELLER assigns to BUYER all of SELLER's rights (but not SELLER's obligations), including warranties, rights of indemnification, and noncompetition agreements obtained by SELLER in connection with SELLER's acquisition of the COMPANY.

1.8. August Balance Sheet. The term "AUGUST BALANCE SHEET" shall mean the unaudited balance sheet of the COMPANY as of August 31, 1997, a copy of which is attached to the LETTER AGREEMENT as Exhibit "C";

1.9. Best Efforts. The term "BEST EFFORTS" shall mean the efforts that a prudent PERSON desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible; provided, however, that an obligation to use BEST EFFORTS under this AGREEMENT does not require the PERSON subject to that obligation to take actions that would result in a materially adverse change in the benefits to such PERSON of this AGREEMENT and the CONTEMPLATED TRANSACTIONS.

1.10. Breach. The term "BREACH" shall mean a breach of a representation, warranty, covenant, obligation, or other provision of this AGREEMENT or any instrument delivered pursuant to this AGREEMENT, which will be deemed to have occurred if there is or has been any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision.

1.11. Buyer's Advisors. The term "BUYER's ADVISORS" shall mean the REPRESENTATIVES of the BUYER and the prospective lenders and their REPRESENTATIVES.

1.12. Buyer's Closing Documents. The term "BUYER's CLOSING DOCUMENTS" shall mean all documents executed by BUYER pursuant to this AGREEMENT, including the DEMAND PROMISSORY NOTE, the STOCK PLEDGE AGREEMENT I, the TERM PROMISSORY NOTE, and the STOCK PLEDGE AGREEMENT II.

1.13. Cleanup. The term "CLEANUP" shall mean any HAZARDOUS WASTE OR HAZARDOUS MATERIALS investigation, cleanup, removal, containment, or other remediation or response action.

1.14. Closing; Closing Date. The terms "CLOSING" or "CLOSING DATE" shall mean the consummation of the CONTEMPLATED TRANSACTIONS by this AGREEMENT or the date upon which the consummation of the CONTEMPLATED TRANSACTIONS occurs. BUYER and SELLER agree that CLOSING shall be deemed to have occurred on and the CLOSING DATE shall be November 30, 1997, although the execution of this AGREEMENT and the documents related to it and the completion of the CONTEMPLATED TRANSACTION may, in fact, occur after November 30, 1997.

1.15. Closing Balance Sheet. The term "CLOSING BALANCE SHEET" shall mean the audited balance sheet of the COMPANY dated November 30, 1997 and prepared by Arthur Andersen LLP and approved by BUYER's accountants.

1.16. Company Other Benefit Obligation. The term "COMPANY OTHER BENEFIT OBLIGATION" shall mean an OTHER BENEFIT OBLIGATION owed, adopted, or followed by an ACQUIRED COMPANY or an ERISA AFFILIATE of an ACQUIRED COMPANY.

1.17. Company Plan. The term "COMPANY PLAN" shall mean all PLANS of which an ACQUIRED COMPANY or an ERISA AFFILIATE of an ACQUIRED COMPANY is or was a PLAN SPONSOR, or to which an ACQUIRED COMPANY or an ERISA AFFILIATE of an ACQUIRED COMPANY otherwise contributes or has contributed, or in which an ACQUIRED COMPANY or an ERISA AFFILIATE of an ACQUIRED COMPANY otherwise participates or has participated. All references to PLANS are to COMPANY PLANS unless the context requires otherwise.

1.18. Company VEBA. The term "COMPANY VEBA" means a VEBA whose members include employees of any ACQUIRED COMPANY or any ERISA AFFILIATE of an ACQUIRED COMPANY.

1.19. Consent. The term "CONSENT" shall mean any approval, consent, ratification, waiver, or other authorization (including any GOVERNMENTAL AUTHORIZATION).

1.20. Contemplated Transactions. The term "CONTEMPLATED TRANSACTIONS" shall mean all of the transactions contemplated by this AGREEMENT, including:

(a) the sale of the PURCHASED SHARES by SELLER to BUYER and the execution of all documents contemplated to be executed by the SELLER in connection with this AGREEMENT, including the NONCOMPETITION AGREEMENT, the SELLER's RELEASE, and the ASSIGNMENT;

(b) the election of new directors and officers of the COMPANY by BUYER and SELLER;

(c) the CLOSING of the SENIOR LOAN and the funding of the SENIOR LOAN by the SENIOR LENDER;

(d) the redemption of the REDEEMED SHARES by the COMPANY from the SELLER;

(e) the payment by the COMPANY of the sum of One Million Three Hundred Sixteen Thousand Four Hundred Forty-Seven Dollars ($1,316,447.00) less the DEPOSIT for the redemption of the REDEEMED SHARES, subject to the ADJUSTMENT AMOUNT, and the execution by the BUYER of the TERM PROMISSORY NOTE for the purchase price of the PURCHASED SHARES. The execution of the STOCK PLEDGE AGREEMENT to secure BUYER's obligations under the TERM PROMISSORY NOTE; and

(f) the payment by the COMPANY to SELLER of the amount of the INTER-COMPANY DEBT.

1.21. Contract. The term "CONTRACT" shall mean any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

1.22. Copyrights. The term "COPYRIGHTS" shall mean all copyrights in both published works and unpublished works.

1.23. Damages. The term "DAMAGES" shall mean the amount of any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees), or diminution of value, whether or not involving a third-party claim.

1.24. Deposit. The term "DEPOSIT" shall mean the sum of Ten Thousand Dollars ($10,000.00) advanced by BUYER to the SELLER pursuant to the LETTER AGREEMENT as part of the price of the REDEEMED SHARES, to be repaid by the COMPANY to BUYER at or after CLOSING.

1.25. Disclosure Memorandum. The term "DISCLOSURE MEMORANDUM" shall mean the Disclosure Memorandum delivered by SELLER to BUYER concurrently with the execution and delivery of this AGREEMENT.

1.26. Encumbrance. The term "ENCUMBRANCE" shall mean any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

1.27. Environment. The term "ENVIRONMENT" shall mean soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

1.28. Environmental, Health, and Safety Liabilities. The term "ENVIRONMENTAL, HEALTH, AND SAFETY LIABILITIES" shall mean any cost, DAMAGES, expense, liability, obligation, or other responsibility arising from or under ENVIRONMENTAL LAW or OCCUPATIONAL SAFETY AND HEALTH LAW and consisting of or relating to:

(a) any environmental, health, or safety matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);

(b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, DAMAGES, losses, claims, demands and response, investigative, remedial, or inspection costs and expenses arising under ENVIRONMENTAL LAW OR OCCUPATIONAL SAFETY AND HEALTH LAW;

(c) financial responsibility under ENVIRONMENTAL LAW or OCCUPATIONAL SAFETY AND HEALTH LAW for cleanup costs or corrective action, including any CLEANUP required by applicable ENVIRONMENTAL LAW or OCCUPATIONAL SAFETY AND HEALTH LAW (whether or not such CLEANUP has been required or requested by any Governmental Body or any other Person) and for any natural resource DAMAGES; or

(d) any other compliance, corrective, investigative, or remedial measures required under ENVIRONMENTAL LAW or OCCUPATIONAL SAFETY AND HEALTH LAW.

1.29. Environmental Law. The term "ENVIRONMENTAL LAW" shall mean any LEGAL REQUIREMENT that requires or relates to:

(a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or HAZARDOUS MATERIALS, HAZARDOUS WASTE, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the ENVIRONMENT;

(b) preventing or reducing to acceptable levels the release of pollutants or HAZARDOUS MATERIALS or HAZARDOUS WASTE into the ENVIRONMENT;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the ENVIRONMENT when used or disposed of;

(e) protecting resources, species, or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or

(h) making responsible parties pay private parties, or groups of them, for DAMAGES done to their health or the ENVIRONMENT, or permitting self-appointed REPRESENTATIVES of the public interest to recover for injuries done to public assets.

1.30. Equipment Lease. The term "EQUIPMENT LEASE" shall mean the agreement pursuant to which the SELLER shall lease the Gallus Press to the COMPANY with an option to purchase.

1.31. ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

1.32. ERISA Affiliate. The term "ERISA AFFILIATE" shall mean, with respect to an ACQUIRED COMPANY, any other PERSON that, together with the COMPANY, would be treated as a single employer under IRC § 414.

1.33. Facilities. The term "FACILITIES" shall mean any real property, leaseholds, or other interests currently or formerly owned or operated by any ACQUIRED COMPANY and any buildings, plants, structures, or equipment (including motor vehicles, tank cars, and rolling stock) currently or formerly owned or operated by any ACQUIRED COMPANY.

1.34. Family. The term "FAMILY" shall mean and include, collectively: (a) the individual; (b) the individual's spouse and former spouses; (c) any other natural PERSON who is related to the individual or the individual's spouse within the second degree; and (d) any other natural PERSON who resides with such individual.

1.35. GAAP. The term "GAAP" shall mean generally accepted United States accounting principles, applied on a basis consistent with the basis on which the balance sheet and the other financial statements of the COMPANY have been prepared.

1.36. Governmental Authorization. The term "GOVERNMENTAL AUTHORIZATION" shall mean any approval, CONSENT, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any GOVERNMENTAL BODY or pursuant to any LEGAL REQUIREMENT.

1.37. Governmental Body. The term "GOVERNMENTAL BODY" shall mean any:

(a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;

(b) federal, state, local, municipal, foreign, or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(d) multi-national organization or body; or

(e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

1.38. Hazardous Materials. The term "HAZARDOUS MATERIALS" shall mean any material or substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any ENVIRONMENTAL LAW, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

1.39. Hazardous Waste. The term "HAZARDOUS WASTE" shall mean any distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, RELEASE, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of HAZARDOUS MATERIALS in, on, under, about, or from the FACILITIES or any part thereof into the ENVIRONMENT, and any other act, business, operation, or thing with respect to HAZARDOUS MATERIALS that increases the danger, or risk of danger, or poses an unreasonable risk of harm to PERSONS or property on or off the FACILITIES, or that may affect the value of the FACILITIES or the ACQUIRED COMPANIES.

1.40. HSR Act. The term "HSR Act" shall mean The Hart-Scott-Rodino Antitrust Improvements Act of 1976 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

1.41. Indemnified Persons. The term "INDEMNIFIED PERSONS" shall mean, collectively, BUYER, the ACQUIRED COMPANIES, and their respective REPRESENTATIVES, stockholders, controlling PERSONS, and affiliates.

1.42. Intellectual Property Assets. The term "INTELLECTUAL PROPERTY ASSETS" shall mean MARKS, PATENTS, COPYRIGHTS, RIGHTS IN MASK WORKS, and TRADE SECRETS.

1.43. Inter-Company Debt. The term "INTER-COMPANY DEBT" shall mean the indebtedness of the COMPANY to the SELLER which is referenced on the AUGUST BALANCE SHEET as the "Note Payable - Menasha," with an outstanding principal balance as of the AUGUST BALANCE SHEET of One Million Forty Thousand One Hundred Seventy-Two Dollars and Forty Cents ($1,040,172.40).

1.44. IRC. The term "IRC" shall mean the Internal Revenue Code of 1986 or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code of 1986 or any successor law.

1.45. IRS. The term "IRS" shall mean the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

1.46. Knowledge. An individual will be deemed to have "KNOWLEDGE" of a particular fact or other matter if the individual is actually aware of such fact or other matter. A PERSON (other than an individual) will be deemed to have "KNOWLEDGE" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, manager, supervisor or partner, of such PERSON or in any similar capacity) has, or at any time had, KNOWLEDGE of such fact or other matter.

1.47. Legal Requirement. The term "LEGAL REQUIREMENT" shall mean any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

1.48. Marks. The term "MARKS" shall mean the COMPANY's name, all fictional business names, trading names, registered and unregistered trademarks, service marks, and applications

1.49. Material Interest. The term "MATERIAL INTEREST" shall mean direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least twenty percent (20%) of the outstanding voting power of a PERSON or equity securities or other equity interests representing at least twenty per cent (20%) of the outstanding equity securities or equity interests in a PERSON.

1.50. Multi-Employer Plan. The term "MULTI-EMPLOYER PLAN" shall have the meaning given in ERISA § 3(37)(A).

1.51. Noncompetition Agreement. The term "NONCOMPETITION AGREEMENT shall mean the Noncompetition Agreement executed by SELLER for the benefit of BUYER pursuant to this AGREEMENT.

1.52. November Balance Sheet. The term "NOVEMBER BALANCE SHEET" means the unaudited balance sheet of the COMPANY for the twelve (12) month period ending on November 30, 1997 and provided to BUYER prior hereto.

1.53. Obsolete Equipment. The term "OBSOLETE EQUIPMENT" shall mean all equipment having a net book value on COMPANY'S books at CLOSING, that is deemed obsolete by BUYER (i.e., of no practical use to the BUYER in its planned future operations).

1.54. Occupational Safety And Health Law. The term "OCCUPATIONAL SAFETY AND HEALTH LAW" shall mean any LEGAL REQUIREMENT designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards.

1.55. Order. The term "ORDER" shall mean any binding award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other GOVERNMENTAL BODY or by any arbitrator.

1.56. Ordinary Course Of Business. An action taken by a PERSON will be deemed to have been taken in the "ORDINARY COURSE OF BUSINESS" only if:

(a) such action is consistent with the past practices of such PERSON and is taken in the ordinary course of the normal day-to-day operations of such PERSON;

(b) such action is not required to be authorized by the board of directors of such PERSON (or by any PERSON or group of PERSONS exercising similar authority) and is not required to be specifically authorized by the parent company (if any) of such PERSON; and

(c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any PERSON or group of PERSONS exercising similar authority), in the ordinary course of the normal day-to-day operations of other PERSONS that are in the same line of business as such PERSON.

1.57. Organizational Documents. The term "ORGANIZATIONAL DOCUMENTS" shall mean the articles or certificate of incorporation and the bylaws of a corporation and any amendment to the foregoing.

1.58. Other Benefit Obligations. The term "OTHER BENEFIT OBLIGATIONS" shall mean all obligations, arrangements, or customary practices, whether or not legally enforceable,

to provide benefits, other than salary, as compensation for services rendered, to present or former officers, directors, employees, or agents, other than obligations, arrangements, and practices that are PLANS. OTHER BENEFIT OBLIGATIONS include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies, and fringe benefits within the meaning of IRC § 132.

1.59. Patents. The term "PATENTS" shall mean all patents, patent applications, and inventions and discoveries that may be patentable.

1.60. PBGC. The term "PBGC" shall mean the Pension Benefit Guaranty Corporation, or any successor thereto.

1.61. Pension Plan. The term "PENSION PLAN" shall have the meaning given in ERISA § 3(2)(A).

1.62. Person. The term "PERSON" shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or GOVERNMENTAL BODY.

1.63. Plan. The term "PLAN" shall have the meaning given in ERISA § 3(3).

1.64. Plan Sponsor. The term "PLAN SPONSOR" shall have the meaning given in ERISA § 3(16)(B).

1.65. Proceeding. The term "PROCEEDING" shall mean any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any GOVERNMENTAL BODY or arbitrator.

1.66. Proprietary Rights Agreement. The term "PROPRIETARY RIGHTS AGREEMENT" shall mean any agreement or arrangement, including any confidentiality, noncompetition, or proprietary rights agreement, between -- (i) an employee or director of a PERSON, and (ii) any other PERSON.

1.67. Qualified Plan. The term "QUALIFIED PLAN" shall man any PLAN that meets or purports to meet the requirements of IRC § 401(a).

1.68. Related Person. The term "RELATED PERSON" shall mean: (a) with respect to a particular individual - - (i) each other member of such individual's FAMILY, (ii) any PERSON that is directly or indirectly controlled by such individual or one or more members of such individual's FAMILY, (iii) any PERSON in which such individual or members of such individual's FAMILY hold (individually or in the aggregate) a MATERIAL INTEREST, and (iv) any PERSON with respect to which such individual or one or more members of such individual's

FAMILY serves as a director, officer, partner, executor, or trustee (or in a similar capacity); and (b) with respect to a specified PERSON other than an individual - - (i) any PERSON that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified PERSON, (ii) any PERSON that holds a MATERIAL INTEREST in such specified PERSON, (iii) each PERSON that serves as a director, officer, partner, executor, or trustee of such specified PERSON (or in a similar capacity), (iv) any PERSON in which such specified PERSON holds a MATERIAL INTEREST, (v) any PERSON with respect to which such specified PERSON serves as a general partner or a trustee (or in a similar capacity), and (vi) any RELATED PERSON of any individual described in subclause (ii) or (iii) of this clause (b).

1.69. Rights in Mask Works. The term "RIGHTS IN MASK WORKS" shall mean all rights in mask works.

1.70. Release. The term "RELEASE" shall mean any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the ENVIRONMENT, whether intentional or unintentional.

1.71. Removal, Remedial and Response Action. The terms "REMOVAL," "REMEDIAL," and "RESPONSE ACTION" shall have the same meaning as used in or contemplated by the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*, as amended ("CERCLA").

1.72. Representative. The term "REPRESENTATIVE" shall mean, with respect to a particular PERSON, any director, officer, employee, agent, consultant, advisor, or other REPRESENTATIVE of such PERSON, including legal counsel, accountants, and financial advisors.

1.73. Securities Act. The term "SECURITIES ACT" shall mean the Securities Act of 1933 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

1.74. Seller's Closing Documents. The term "SELLER's CLOSING DOCUMENTS" shall mean all documents executed by SELLER pursuant to this AGREEMENT, including the SELLER's RELEASE, the NONCOMPETITION AGREEMENT, and the ASSIGNMENT.

1.75. Seller's Release. The term "SELLER's RELEASE" shall mean the RELEASE given by the SELLER to the COMPANY pursuant to this AGREEMENT.

1.76. Senior Lender. The term "SENIOR LENDER" shall mean, collectively, those lending institutions providing financing to the COMPANY after acquisition of the SHARES by BUYER.

1.77. Senior Loan. The term "SENIOR LOAN" shall refer, collectively, to the financing provided to the COMPANY by the SENIOR LENDER after acquisition of the SHARES by BUYER.

1.78. Stock Pledge Agreement. The term "STOCK PLEDGE AGREEMENT" shall mean the Stock Pledge Agreement pursuant to which BUYER pledges all of the SHARES left after the redemption by the COMPANY of a portion of the SHARES to secure its obligations under the TERM PROMISSORY NOTE.

1.79. Subsidiary. The term "SUBSIDIARY" shall mean with respect to any PERSON, any corporation or other PERSON of which securities or other interests having the power to elect a majority of that corporation's or other PERSON's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other PERSON (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by such PERSON or one or more of its subsidiaries. When used without reference to a particular PERSON, the term "SUBSIDIARY" shall mean a SUBSIDIARY (as that term is defined in the immediately preceding sentence) of the COMPANY.

1.80. Tax. The term "TAX" shall mean any TAX (including any income tax, capital gains tax, value-added tax, sales tax, property tax, gift tax, or estate tax), levy, assessment, tariff, duty (including any customs duty), deficiency, or other fee, and any related charge or amount (including any fine, penalty, interest, or addition to tax), imposed, assessed, or collected by or under the authority of any GOVERNMENTAL BODY or payable pursuant to any tax-sharing agreement or any other CONTRACT relating to the sharing or payment of any such tax, levy, assessment, tariff, duty or deficiency, provided that "TAX" shall not include any Hart-Scott-Rudino-related filing fees.

1.81. Tax Return. The term "TAX RETURN" shall mean any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any GOVERNMENTAL BODY in connection with the determination, assessment, collection, or payment of any TAX or in connection with the administration, implementation, or enforcement of or compliance with any LEGAL REQUIREMENT relating to any TAX.

1.82. Term Promissory Note. The term "TERM PROMISSORY NOTE" shall mean the Promissory Note payable to SELLER in the principal amount of Eight Hundred Eighty-Three Thousand Dollars ($883,000.00) in the form of Exhibit "B" attached to and made a part of the LETTER AGREEMENT.

1.83. Threat Of Release. The term "THREAT OF RELEASE" shall mean a substantial likelihood of a RELEASE that may require action in order to prevent or mitigate damage to the ENVIRONMENT that may result from such RELEASE.

1.84. Threatened. A claim, PROCEEDING, dispute, action, or other matter will be deemed to have been "THREATENED" if any demand or statement has been made (orally or in writing) to SELLER, COMPANY, or BUYER or any notice has been given (orally or in writing), SELLER, COMPANY, or BUYER or if any other event has occurred or any other circumstances exist, that would lead a prudent PERSON to conclude that such a claim, PROCEEDING, dispute, action, or other matter is reasonably likely to be asserted, commenced, taken, or otherwise pursued in the future.

1.85. Trade Secrets. The term "TRADE SECRETS" shall mean all know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints owned, used, or licensed by any ACQUIRED COMPANY as licensee or licensor.

1.86. Title IV Plans. The term "TITLE IV PLANS" shall mean all PENSION PLANS that are subject to Title IV of ERISA, 29 U.S.C. § 1301 et seq., other than MULTI-EMPLOYER PLANS.

1.87. VEBA. The term "VEBA" means a voluntary employees' beneficiary association under IRC § 501(c)(9).

1.88. Welfare Plan. The term "WELFARE PLAN" has the meaning given in ERISA § 3(1).

ARTICLE 2
SALE AND TRANSFER OF SHARES; CLOSING

2.1. Shares. Subject to the terms and conditions of this AGREEMENT, at the CLOSING, SELLERS will sell and transfer the SHARES to BUYER, and BUYER will purchase the SHARES from SELLERS.

2.2. Purchase and Redemption Price. The purchase price for the PURCHASED SHARES will be Eight Hundred Eighty-Three Thousand Dollars ($883,000.00). The redemption price for the REDEEMED SHARES shall be One Million Three Hundred Sixteen Thousand Four Hundred Forty-Seven Dollars ($1,316,447.00), without taking into account the tentative ADJUSTMENT AMOUNT specified in Section 2.4(e).

2.3. Closing. The CLOSING will take place at the offices of BUYER's counsel at GEBHARDT & SMITH, 401 E. Pratt Street, Baltimore, Maryland 21202; at 10:00 a.m. (local time) on December 31, 1997, or at such other time and place as the parties may agree. Subject to the provisions of Article 9, failure to consummate the purchase and sale provided for in this AGREEMENT on the date and time and at the place determined pursuant to this Section will not result in the termination of this AGREEMENT and will not relieve any party of any obligation under this AGREEMENT.

2.4. Closing Obligations. At the CLOSING:

(a) SELLER will deliver to BUYER:

(i) certificates representing the PURCHASED SHARES, duly endorsed (or accompanied by duly executed stock powers) for transfer to BUYER;

(ii) SELLER's RELEASE, executed by SELLER;

(iii) the NONCOMPETITION AGREEMENT, executed by SELLER;

(iv) the ASSIGNMENT, executed by SELLER;

(v) the Promissory Note and related documents evidencing the INTER-COMPANY DEBT, marked "paid";

(v) certificate executed by SELLER representing and warranting to BUYER that each of SELLER's representations and warranties in this AGREEMENT was accurate in all material respects as of the date of this AGREEMENT and is accurate in all material respects as of the CLOSING DATE as if made on the CLOSING DATE (giving full effect to any supplements to the DISCLOSURE MEMORANDUM that were delivered by SELLER to BUYER prior to the CLOSING DATE; and

(b) BUYER will deliver to SELLER:

(i) the TERM PROMISSORY NOTE, executed by BUYER;

(ii) the STOCK PLEDGE AGREEMENT, executed by BUYER;

(iii) a certificate executed by BUYER to the effect that, except as otherwise stated in such certificate, each of BUYER's representations and warranties in this AGREEMENT was accurate in all respects as of the date of this AGREEMENT and is accurate in all respects as of the CLOSING DATE as if made on the CLOSING DATE.

(c) SELLER will deliver to the COMPANY (i) certificates representing the REDEEMED SHARES, duly endorsed (or accompanied by duly executed stock powers) for transfer to the COMPANY.

(d) The COMPANY will deliver to SELLER:

(i) the sum of One Million Twenty-Three Thousand Six Hundred Seventeen Dollars ($1,023,617.00) less the DEPOSIT, by bank cashier's or certified check payable to the order of or by wire transfer to an account specified by, SELLER;

(ii) the amount of the INTER-COMPANY DEBT as of the CLOSING pursuant to the terms of Section 2 of this Article 2 captioned "Additional Consideration"; and

(iii) the EQUIPMENT LEASE, executed by the COMPANY.

(e) BUYER and SELLER have tentatively agreed based on the NOVEMBER BALANCE SHEET that the ADJUSTMENT AMOUNT is the sum of Two Hundred Ninety-Two Thousand Eight Hundred Thirty Dollars ($292,830.00). This amount shall result in a redemption price paid at closing in the amount of One Million Twenty-Three Six Hundred Seventeen Dollars ($1,023,617.00). The ADJUSTMENT AMOUNT and the purchase and redemption price and cash portion thereof shall still be subject to adjustment based on the CLOSING BALANCE SHEET.

2.5. Adjustment Amount. The ADJUSTMENT AMOUNT (which may be a positive or negative number) will be equal to the sum of the following:

(a) if the ADJUSTED NET WORTH of the COMPANY on the CLOSING BALANCE SHEET (subtracting the sum of Five Hundred Fifty Thousand Five Hundred Fifty-Three Dollars ($550,553.00) for the Gallus Press if the Gallus Press is included as an asset on the CLOSING BALANCE SHEET) differs by at least the sum of Fifty Thousand Dollars ($50,000.00) from the ADJUSTED NET WORTH of the COMPANY on the AUGUST BALANCE SHEET, there shall be added to or subtracted from the purchase price, as appropriate, an amount equal to the dollar amount of the difference multiplied by One Dollar and Twenty-Seven Cents ($1.27).

(b) there shall be subtracted from the purchase price (to the extent reflected on the CLOSING BALANCE SHEET as assets) the aggregate amount of the COMPANY's (i) AGED INVENTORY, (ii) AGED RECEIVABLES, and (iii) OBSOLETE EQUIPMENT.

2.6. Adjustment Procedure.

(a) The SELLER'S certified public accountants will prepare the CLOSING BALANCE SHEET, which shall be prepared in accordance with GAAP consistently applied in accordance with past financial reporting practices of the COMPANY on either an audited or review basis, in BUYER's discretion. BUYER will deliver the CLOSING BALANCE SHEET to SELLER within sixty (60) days after the CLOSING DATE. If within thirty (30) days following delivery of the CLOSING BALANCE SHEET, SELLER has not given BUYER notice of its objection to the CLOSING BALANCE SHEET (such notice to contain a statement of the basis of SELLER's objection), then the ADJUSTED NET WORTH and determination of the aggregate amount of AGED INVENTORY, AGED RECEIVABLES, and OBSOLETE EQUIPMENT reflected in the CLOSING BALANCE SHEET will be used in computing the ADJUSTMENT AMOUNT. If BUYER gives such notice of objection and the matters in dispute cannot be resolved by BUYER and SELLER, then the issues in dispute will be submitted to an independent firm of certified public accountants acceptable to BUYER and SELLER, for resolution. If issues in dispute

are submitted to the aforementioned certified public accounts for resolution, (i) each party will furnish to the certified public accountants such workpapers and other documents and information relating to the disputed issues as the certified public accountants may request and are available to that party (or its independent public accountants), and will be afforded the opportunity to present to the certified public accountants any material relating to the determination and to discuss the determination with the certified public accountants; (ii) the determination by the certified public accountants, as set forth in a notice delivered to both parties by the certified public accountants, will be binding and conclusive on the parties; and (iii) BUYER and SELLER will each bear fifty percent (50%) of the fees of the certified public accountants for such determination.

(b) On the tenth (10th) business day following the final determination of the ADJUSTMENT AMOUNT, if the PURCHASE PRICE is greater than the aggregate of the cash payments made by the BUYER and the principal amount of the TERM PROMISSORY NOTE, BUYER will pay the difference to SELLER, and if the PURCHASE PRICE is less than such aggregate amount, SELLER will pay the difference to BUYER (without reducing the principal balance of the TERM PROMISSORY NOTE). All payments will be made together with interest at eight percent (8%) per annum beginning on January 1, 1998, and ending on the date of payment. Payments must be made in immediately available funds.

(c) Except as specified in Section (d), SELLER may remove, at its cost, any of the AGED INVENTORY located upon the COMPANY's property prior to or immediately after the CLOSING. If any of the AGED INVENTORY is not so removed and thereafter is utilized by the COMPANY, the COMPANY shall immediately pay to SELLER the amount of the ADJUSTMENT AMOUNT attributable to the AGED INVENTORY used by the COMPANY by way of a promissory note bearing interest, having a maturity date, and on a form identical to that of the TERM PROMISSORY NOTE. The COMPANY shall immediately remit to SELLER the amount of any AGED RECEIVABLES that are paid to the COMPANY by way of a promissory note in the amount received bearing interest, having a maturity date, and on a form identical to that of the TERM PROMISSORY NOTE, provided that the COMPANY shall have no obligation to attribute any payment made by a customer to AGED RECEIVABLES instead of other accounts receivable owed by the customer unless the customer specifically designated the payment for application to an AGED RECEIVABLE. SELLER may remove from the COMPANY's property any or all OBSOLETE EQUIPMENT prior to or immediately after CLOSING. Any OBSOLETE EQUIPMENT not removed by SELLER within sixty (60) days of CLOSING shall be deemed abandoned by SELLER and may be disposed of by BUYER, in its discretion.

(d) SELLER and BUYER have identified a quantity of AGED INVENTORY which comprises Fifty-Two Thousand Two Hundred Fifty-Four Dollars ($52,254.00) of the tentative adjustment amount specified in Section 2.5(c) but which the COMPANY may have need of in the immediate future. This AGED INVENTORY shall remain on the COMPANY'S premises at least through March 30, 1998, and may be used by the COMPANY in its operations. To the extent this AGED INVENTORY is used by the COMPANY prior to March 30, 1998, the COMPANY shall pay to SELLER in cash by April 30, 1998, the value of the AGED INVENTORY used prior to March 30, 1998, based on its dollar amount as a component of the

Fifty-Two Thousand Two Hundred Fifty-Four Dollars ($52,254.00). Any of this AGED INVENTORY not used by March 30, 1998, shall be governed thereafter by the provisions of Section 2.6(c) above.

2.7. Gallus Press. The COMPANY owns an item of label printing equipment known as the "Gallus Press," and more particularly described on Exhibit A attached hereto, which the COMPANY shall dividend to SELLER prior to CLOSING. SELLER shall lease the Gallus Press to BUYER, with an option to purchase, upon those terms set forth in the Amendment to the LETTER AGREEMENT.

2.8. Additional Consideration. The COMPANY shall pay to SELLER at CLOSING in addition to the REDEMPTION PRICE an additional amount equal to the amount of the INTER-COMPANY DEBT as of CLOSING. SELLER shall mark the Promissory Note evidencing the INTER-COMPANY DEBT as "PAID" and shall deliver the Promissory Note so marked to the COMPANY.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

SELLER represents and warrants to BUYER as follows:

3.1. Organization And Good Standing.

(a) COMPANY is a Delaware corporation authorized to issue three thousand (3000) shares of One Dollar ($1.00) par value stock, of which one thousand (1000) shares are outstanding, having been issued solely to SELLER. Section 3.1 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of other jurisdictions in which it is authorized to do business. Each ACQUIRED COMPANY is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under APPLICABLE CONTRACTS. COMPANY is duly qualified to do business as a foreign corporation and is in good standing, to the extent such state or jurisdiction grants such status, under the laws of each state or other jurisdiction listed in Section 3.1.

(b) SELLER has delivered to BUYER copies of the ORGANIZATIONAL DOCUMENTS of each ACQUIRED COMPANY, as currently in effect.

(c) The COMPANY has no SUBSIDIARIES.

3.2. Authority; No Conflict.

(a) This AGREEMENT constitutes the legal, valid, and binding obligation of SELLER, enforceable against SELLER in accordance with its terms. Upon the execution by

SELLER of the SELLER's CLOSING DOCUMENTS, the SELLER's CLOSING DOCUMENTS will constitute the legal, valid, and binding obligations of SELLER, enforceable against SELLER in accordance with their respective terms. SELLER has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this AGREEMENT and the SELLER's CLOSING DOCUMENTS and to perform its obligations under this AGREEMENT and the SELLER's CLOSING DOCUMENTS.

(b) Except as set forth in Section 3.2 of the DISCLOSURE MEMORANDUM, neither the execution and delivery of this AGREEMENT nor the consummation or performance of any of the CONTEMPLATED TRANSACTIONS will, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the ORGANIZATIONAL DOCUMENTS of the ACQUIRED COMPANIES, or (B) any resolution adopted by the board of directors or the stockholders of any ACQUIRED COMPANY;

(ii) contravene, conflict with, or result in a violation of, or give any GOVERNMENTAL BODY or other PERSON the right to challenge any of the CONTEMPLATED TRANSACTIONS or to exercise any remedy or obtain any relief under, any LEGAL REQUIREMENT or any ORDER to which any ACQUIRED COMPANY or SELLER, or any of the assets owned or used by any ACQUIRED COMPANY, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any GOVERNMENTAL BODY the right to revoke, withdraw, suspend, cancel, terminate, or modify, any GOVERNMENTAL AUTHORIZATION that is held by any ACQUIRED COMPANY or that otherwise relates to the business of, or any of the assets owned or used by, any ACQUIRED COMPANY; provided that the SELLER makes no representations or warranties regarding the continuing validity of the COMPANY'S federal or territorial tax exemptions following CLOSING;

(iv) contravene, conflict with, or result in a material violation or BREACH of any provision of, or give any PERSON the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any APPLICABLE CONTRACT; or

(v) result in the imposition or creation of any ENCUMBRANCE upon or with respect to any of the assets owned or used by any ACQUIRED COMPANY.

Except as set forth in Section 3.2 of the DISCLOSURE MEMORANDUM, Neither SELLER nor any ACQUIRED COMPANY is or will be required to give any notice to or obtain any CONSENT from any PERSON in connection with the execution and delivery of this AGREEMENT or the consummation or performance of any of the CONTEMPLATED TRANSACTIONS.

(c) SELLER is acquiring the DEMAND PROMISSORY NOTE and the TERM PROMISSORY NOTE for their its own account and not with a view to their distribution within the meaning of Section 2(11) of the SECURITIES ACT. SELLER is an "accredited investor" as such term is defined in Rule 501(a) under the SECURITIES ACT.

3.3. Capitalization. The authorized equity securities of the COMPANY consist of three thousand (3000) shares of common stock, par value One Dollar ($1.00) per share, of which one thousand (1000) shares are issued and outstanding and constitute the SHARES. SELLER is and will be on the CLOSING DATE the record and beneficial owner and holder of the SHARES, free and clear of all ENCUMBRANCES. No legend or other reference to any purported ENCUMBRANCE appears upon any certificate representing equity securities of any ACQUIRED COMPANY. All of the outstanding equity securities of each ACQUIRED COMPANY have been duly authorized and validly issued and are fully paid and nonassessable. There are no CONTRACTS relating to the issuance, sale, or transfer of any equity securities or other securities of any ACQUIRED COMPANY. None of the outstanding equity securities or other securities of any ACQUIRED COMPANY was issued in violation of the SECURITIES ACT or any other LEGAL REQUIREMENT. No ACQUIRED COMPANY owns, or has any CONTRACT to acquire, any equity securities or other securities of any PERSON (other than ACQUIRED COMPANIES) or any direct or indirect equity or ownership interest in any other business.

3.4. Financial Statements. SELLER has delivered to BUYER: (a) balance sheets of the ACQUIRED COMPANIES as at November 30 in each of the years 1995 through 1996, and the related statements of income, changes in stockholders' equity, and cash flow for each of the fiscal years then ended, together with the report thereon of Arthur Andersen LLP, independent certified public accountants, and (b) an unaudited consolidated balance sheet of the ACQUIRED COMPANIES as at November 30 and the related unaudited consolidated statement of income for the twelve (12) months then ended. Such financial statements fairly present the financial condition and the results of operations, changes in stockholders' equity, and cash flow of the ACQUIRED COMPANIES as at the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP [subject, in the case of interim financial statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes (that, if presented, would not differ materially from those included in the balance sheet)]; the financial statements referred to in this Section 3.4 reflect the consistent application of such accounting principles throughout the periods involved except as disclosed in the notes to such financial statements. No financial statements of any PERSON other than the ACQUIRED COMPANIES are required by GAAP to be included in the consolidated financial statements of the COMPANY.

3.5. Books And Records. The books of account, minute books, stock record books, and other records of the ACQUIRED COMPANIES, all of which have been made available to BUYER, are complete and correct. The minute books of the ACQUIRED COMPANIES contain accurate and complete records of all meetings held of, and corporate action taken by, the stockholders, the Boards of Directors, and committees of the Boards of Directors of the ACQUIRED COMPANIES, and no meeting of any such stockholders, Board of Directors, or

committee has been held for which minutes have not been prepared and are not contained in such minute books. At the CLOSING, all of those books and records will be in the possession of the ACQUIRED COMPANIES.

3.6. Title to Properties; Encumbrances. Section 3.6 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of all real property, leaseholds, or other real property interests therein owned by any ACQUIRED COMPANY. SELLER has delivered or made available to BUYER copies of the deeds and other instruments (as recorded) by which the ACQUIRED COMPANIES acquired such real property and interests, and copies of all title insurance policies, opinions, abstracts, and surveys in the possession of SELLER or the ACQUIRED COMPANIES and relating to such property or interests. The ACQUIRED COMPANIES own (with good and marketable title in the case of real property, subject only to the matters permitted by the following sentence) all the properties and assets (whether real, personal, or mixed and whether tangible or intangible) that they purport to own, including all of the properties and assets reflected in the CLOSING BALANCE SHEET and the NOVEMBER BALANCE SHEET (except for assets held under capitalized leases disclosed or not required to be disclosed in Section 3.6 of the DISCLOSURE MEMORANDUM and personal property sold since the date of the NOVEMBER BALANCE SHEET, in the ORDINARY COURSE OF BUSINESS), and all of the properties and assets purchased or otherwise acquired by the ACQUIRED COMPANIES since the date of the NOVEMBER BALANCE SHEET (except for personal property acquired and sold since the date of the NOVEMBER BALANCE SHEET in the ORDINARY COURSE OF BUSINESS and consistent with past practice) , which subsequently purchased or acquired properties and assets (other than inventory and short-term investments) are listed in Section 3.6 of the DISCLOSURE MEMORANDUM]. All material properties and assets reflected in the NOVEMBER BALANCE SHEET are free and clear of all ENCUMBRANCES and are not, in the case of real property, subject to any rights of way, building use restrictions, exceptions, variances, reservations, or limitations of any nature except, with respect to all such properties and assets, (a) mortgages or security interests shown on the NOVEMBER BALANCE SHEET as securing specified liabilities or obligations, with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (b) mortgages or security interests incurred in connection with the purchase of property or assets after the date of the NOVEMBER BALANCE SHEET (such mortgages and security interests being limited to the property or assets so acquired), with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (c) liens for current TAXES not yet due, and (d) with respect to real property, (i) minor imperfections of title, if any, none of which is substantial in amount, materially detracts from the value or impairs the use of the property subject thereto, or impairs the operations of any ACQUIRED COMPANY, and (ii) zoning laws and other land use restrictions that do not impair the present or anticipated use of the property subject thereto. All buildings, plants, and structures owned by the ACQUIRED COMPANIES lie wholly within the boundaries of the real property owned by the ACQUIRED COMPANIES and do not encroach upon the property of, or otherwise conflict with the property rights of, any other PERSON.

3.7. Condition and Sufficiency of Assets. The equipment, and, to SELLER'S KNOWLEDGE, the buildings, plants, and structures, and equipment of the ACQUIRED COMPANIES are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, to SELLER'S KNOWLEDGE, or equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The representations contained in this Section shall not apply to OBSOLETE EQUIPMENT.

3.8. Accounts Receivable. All accounts receivable of the ACQUIRED COMPANIES that are reflected on the NOVEMBER BALANCE SHEET or on the accounting records of the ACQUIRED COMPANIES as of the CLOSING DATE represent or will represent valid obligations arising from sales actually made or services actually performed in the ORDINARY COURSE OF BUSINESS. Unless paid prior to the CLOSING DATE, the accounts receivable are or will be as of the CLOSING DATE current and collectible net of the respective reserves shown on the NOVEMBER BALANCE SHEET or on the accounting records of the ACQUIRED COMPANIES as of the CLOSING DATE (which reserves are adequate and calculated consistent with past practice and, in the case of the reserve as of the CLOSING DATE, will not represent a greater percentage of the accounts receivable as of the CLOSING DATE than the reserve reflected in the NOVEMBER BALANCE SHEET represented of the accounts receivable reflected therein and will not represent a material adverse change in the composition of such accounts receivable in terms of aging). Subject to such reserves, each of the accounts receivable either has been or will be collected in full, without any set-off, within one hundred twenty (120) days after the day on which it first becomes due and payable. There is no contest, claim, or right of set-off, other than returns in the ORDINARY COURSE OF BUSINESS, under any CONTRACT with any obligor of an accounts receivable relating to the amount or validity of such accounts receivable. Section 3.8 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of all accounts receivable as of the date of the NOVEMBER BALANCE SHEET, which list sets forth the aging of such accounts receivable. The representations contained in this Section shall not apply to AGED RECEIVABLES.

3.9. Inventory. All inventory of the ACQUIRED COMPANIES, whether or not reflected in the NOVEMBER BALANCE SHEET, consists of a quality and quantity usable and salable in the ORDINARY COURSE OF BUSINESS, except for obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value in the NOVEMBER BALANCE SHEET or on the accounting records of the ACQUIRED COMPANIES as of the CLOSING DATE, as the case may be. All inventories not written off have been priced at the lower of cost or market on a last in, first out basis. The quantities of each item of inventory (whether raw materials, work-in-process, or finished goods) are not excessive, but are reasonable in the present circumstances of the ACQUIRED COMPANIES. The representations contained in this Section shall not apply to AGED INVENTORY.

3.10. No Undisclosed Liabilities. Except as set forth in Section 3.10 of the DISCLOSURE MEMORANDUM, the ACQUIRED COMPANIES have no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent,

or otherwise) except for liabilities or obligations reflected or reserved against in NOVEMBER BALANCE SHEET and current liabilities incurred in the ORDINARY COURSE OF BUSINESS since the respective dates thereof.

3.11. Taxes.

(a) The ACQUIRED COMPANIES have filed or caused to be filed (on a timely basis) all TAX RETURNS that are or were required to be filed by or with respect to any of them, either separately or as a member of a group of corporations, pursuant to applicable LEGAL REQUIREMENTS. SELLER has delivered [or made available] to BUYER copies of, and Section 3.11 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of, all such TAX RETURNS filed since 1994. The ACQUIRED COMPANIES have paid, or made provision for the payment of, all TAXES that have or may have become due pursuant to those TAX RETURNS or otherwise, or pursuant to any assessment received by SELLER or any ACQUIRED COMPANY, except such TAXES, if any, as are listed in Section 3.11 of the DISCLOSURE MEMORANDUM and are being contested in good faith and as to which adequate reserves (determined in accordance with GAAP) have been provided in the NOVEMBER BALANCE SHEET.

(b) Section 3.11 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of all audits of all such TAX RETURNS, including a reasonably detailed description of the nature and outcome of each audit. All deficiencies proposed as a result of such audits have been paid, reserved against, settled, or, as described in Section 3.11 of the DISCLOSURE MEMORANDUM, are being contested in good faith by appropriate PROCEEDINGS. Section 3.11 of the DISCLOSURE MEMORANDUM describes all adjustments to the United States federal income TAX RETURNS filed by any ACQUIRED COMPANY or any group of corporations including any ACQUIRED COMPANY for all taxable years since 1993, and the resulting deficiencies proposed by the IRS. Except as described in Section 3.11 of the DISCLOSURE MEMORANDUM, Neither SELLER nor any ACQUIRED COMPANY has given or been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other PERSON) of any statute of limitations relating to the payment of TAXES of any ACQUIRED COMPANY or for which any ACQUIRED COMPANY may be liable.

(c) The charges, accruals, and reserves with respect to TAXES on the respective books of each ACQUIRED COMPANY are adequate (determined in accordance with GAAP) and are at least equal to that ACQUIRED COMPANY's liability for TAXES. There exists no TAX assessment against any ACQUIRED COMPANY except as disclosed in the NOVEMBER BALANCE SHEET or in Section 3.11 of the DISCLOSURE MEMORANDUM. No CONSENT to the application of Section 341(f)(2) of the IRC has been filed with respect to any property or assets held, acquired, or to be acquired by any ACQUIRED COMPANY. All TAXES that any ACQUIRED COMPANY is or was required by LEGAL REQUIREMENTS to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper GOVERNMENTAL BODY or other PERSON.

(d) All TAX RETURNS filed by (or that include on a consolidated basis) any ACQUIRED COMPANY are true, correct, and complete. There is no TAX sharing agreement that will require any payment by any ACQUIRED COMPANY after the date of this AGREEMENT. No ACQUIRED COMPANY is, or within the five-year period preceding the CLOSING DATE has been, an "S" corporation. During the consistency period (as defined in Section 338(h)(4) of the IRC with respect to the sale of the SHARES to BUYER), no ACQUIRED COMPANY or target affiliate (as defined in Section 338(h)(6) of the IRC with respect to the sale of the SHARES to BUYER) has sold or will sell any property or assets to BUYER or to any member of the affiliated group (as defined in Section 338(h)(5) of the IRC) that includes BUYER. Section 3.11 of the DISCLOSURE MEMORANDUM lists all such target affiliates.

(e) The COMPANY is an existing credit claimant under IRC § 936 and had in effect for the COMPANY's tax year which included October 13, 1995, a valid IRC § 936 election. The COMPANY has not added a substantial new line of business after October 13, 1995, or done or suffered to be done any act, which would prevent the COMPANY from claiming, subject to applicable phaseout limitations, an IRC § 936 credit for tax years beginning prior to January 1, 2002.

3.12. No Material Adverse Change. Since the date of the NOVEMBER BALANCE SHEET, there has not been any material adverse change in the business, operations, properties, prospects, assets, or condition of any ACQUIRED COMPANY, and to SELLER'S KNOWLEDGE no event has occurred or circumstance exists that may result in such a material adverse change.

3.13. Employee Benefits.

(a) Section 3.13 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of all COMPANY PLANS, COMPANY OTHER BENEFIT OBLIGATIONS, and COMPANY VEBAs, and identifies as such all COMPANY PLANS that are (i) defined benefit PENSION PLANS, (ii) QUALIFIED PLANS, (iii) TITLE IV PLANS, or (iv) MULTI-EMPLOYER PLANS.

(b) Section 3.13 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of all ERISA AFFILIATES of each ACQUIRED COMPANY. No PLANS of which any such ERISA AFFILIATE is or was a PLAN SPONSOR, in which any such ERISA AFFILIATE participates or has participated, or to which any such ERISA AFFILIATE contributes or has contributed, will in any way have an adverse financial impact or cause or impose any liability upon the COMPANY or the BUYER.

(c) Section 3.13 of the DISCLOSURE MEMORANDUM sets forth, for each MULTI-EMPLOYER PLAN, as of its last valuation date, the amount of potential withdrawal liability of the ACQUIRED COMPANIES and the ACQUIRED COMPANIES' other ERISA AFFILIATES, calculated according to information made available pursuant to ERISA § 4221(e).

(d) Section 3.13 of the DISCLOSURE MEMORANDUM sets forth a calculation of the liability of the ACQUIRED COMPANIES for post-retirement benefits other than pensions, made in accordance with Financial Accounting Statement 106 of the Financial Accounting Standards Board, regardless of whether any ACQUIRED COMPANY is required by this Statement to disclose such information.

(e) Section 3.13 of the DISCLOSURE MEMORANDUM sets forth the financial cost of all obligations owed under any COMPANY PLAN or COMPANY OTHER BENEFIT OBLIGATION that is not subject to the disclosure and reporting requirements of ERISA.

(f) SELLER has delivered to BUYER, or will deliver to BUYER within ten (10) days of the date of this AGREEMENT:

(i) all documents that set forth the terms of each COMPANY PLAN, COMPANY OTHER BENEFIT OBLIGATION, or COMPANY VEBA and of any related trust, including (A) all PLAN descriptions and summary PLAN descriptions of COMPANY PLANS for which SELLER or the ACQUIRED COMPANIES are required to prepare, file, and distribute PLAN descriptions and summary PLAN descriptions, and (B) all summaries and descriptions furnished to participants and beneficiaries regarding COMPANY PLANS, COMPANY OTHER BENEFIT OBLIGATIONS, and COMPANY VEBAS for which a PLAN description or summary PLAN description is not required;

(ii) all personnel, payroll, and employment manuals and policies;

(iii) all collective bargaining agreements pursuant to which contributions have been made or obligations incurred (including both pension and welfare benefits) by the ACQUIRED COMPANIES, and all collective bargaining agreements pursuant to which contributions are being made or obligations are owed by such entities;

(iv) a written description of any COMPANY PLAN or COMPANY OTHER BENEFIT OBLIGATION that is not otherwise in writing;

(v) all registration statements filed with respect to any COMPANY PLAN;

(vi) all insurance policies purchased by or to provide benefits under any COMPANY PLAN;

(vii) all CONTRACTS with third party administrators, actuaries, investment managers, consultants, and other independent contractors that relate to any COMPANY PLAN, COMPANY OTHER BENEFIT OBLIGATION, or COMPANY VEBA;

(viii) all reports submitted within the four (4) years preceding the date of this AGREEMENT by third party administrators, actuaries, investment managers, consultants,

or other independent contractors with respect to any COMPANY PLAN, COMPANY OTHER BENEFIT OBLIGATION, or COMPANY VEBA;

(ix) all notifications to employees of their rights under ERISA § 601 et seq. and IRC § 4980B;

(x) the Form 5500 filed in each of the most recent three (3) PLAN years with respect to each COMPANY PLAN, including all schedules thereto and the opinions of independent accountants;

(xi) all notices that were given by any ACQUIRED COMPANY or any COMPANY PLAN to the IRS, the PBGC, or any participant or beneficiary, pursuant to statute, within the four (4) years preceding the date of this AGREEMENT, including notices that are expressly mentioned elsewhere in this Section;

(xii) all notices that were given by the IRS, the PBGC, or the Department of Labor to any ACQUIRED COMPANY or any COMPANY PLAN within the four (4) years preceding the date of this AGREEMENT;

(xiii) with respect to QUALIFIED PLANS and VEBAS, the most recent determination letter for each PLAN of the ACQUIRED COMPANIES that is a QUALIFIED PLAN; and

(xiv) with respect to TITLE IV PLANS, the Form PBGC-1 filed for each of the three (3) most recent PLAN years.

(g) Except as set forth in Section 3.13 of the DISCLOSURE MEMORANDUM:

(i) The ACQUIRED COMPANIES have performed all of their respective obligations under all COMPANY PLANS, COMPANY OTHER BENEFIT OBLIGATIONS, and COMPANY VEBAs. The ACQUIRED COMPANIES have made appropriate entries in their financial records and statements for all obligations and liabilities under such PLANS, VEBAs, and obligations that have accrued but are not due;

(ii) No statement, either written or oral, has been made by any ACQUIRED COMPANY to any PERSON with regard to any PLAN or OTHER BENEFIT OBLIGATION that was not in accordance with the PLAN or OTHER BENEFIT OBLIGATION and that could have an adverse economic consequence to any ACQUIRED COMPANY or to BUYER;

(iii) The ACQUIRED COMPANIES, with respect to all COMPANY PLANS, COMPANY OTHER BENEFITS OBLIGATIONS, and COMPANY VEBAs, are, and each COMPANY PLAN, COMPANY OTHER BENEFIT OBLIGATION, and COMPANY VEBA is, in full compliance with ERISA, the IRC, and other applicable laws including the

provisions of such laws expressly mentioned in this Section, and with any applicable collective bargaining agreement;

i) No transaction prohibited by ERISA § 406 and no "prohibited transaction" under IRC § 4975(c) have occurred with respect to any COMPANY PLAN.

ii) Neither SELLER nor any ACQUIRED COMPANY has any liability to the IRS with respect to any PLAN, including any liability imposed by Chapter 43 of the IRC.

iii) Neither SELLER nor any ACQUIRED COMPANY has any liability to the PBGC with respect to any PLAN or has any liability under ERISA § 502 or § 4071.

iv) All filings required by ERISA and the IRC as to each PLAN have been timely filed, and all notices and disclosures to participants required by either ERISA or the IRC have been timely provided.

v) All contributions and payments made or accrued with respect to all COMPANY PLANS, COMPANY OTHER BENEFIT OBLIGATIONS, and COMPANY VEBAs are deductible under IRC § 162 or § 404. No amount, or any asset of any COMPANY PLAN or COMPANY VEBA, is subject to TAX as unrelated business taxable income.

(iv) Except for the COMPANY'S Health Maintenance Plan which is silent on notice of termination, each COMPANY PLAN can be terminated within thirty (30) days, without payment of any additional contribution or amount and without the vesting or acceleration of any benefits promised by such PLAN.

(v) Since November 30, 1997, there has been no establishment or amendment of any COMPANY PLAN, COMPANY VEBA, or COMPANY OTHER BENEFIT OBLIGATION.

(vi) To SELLER'S KNOWLEDGE, no event has occurred or circumstance exists that will result in a material increase in premium costs of COMPANY PLANS and COMPANY OTHER BENEFIT OBLIGATIONS that are insured, or a material increase in benefit costs of such PLANS and obligations that are self-insured.

(vii) Other than claims for benefits submitted by participants or beneficiaries, no claim against, or legal PROCEEDING involving, any COMPANY PLAN, COMPANY OTHER BENEFIT OBLIGATION, or COMPANY VEBA is pending or, to SELLER's KNOWLEDGE, is THREATENED.

(viii) No COMPANY PLAN is a stock bonus, pension, or profit-sharing plan within the meaning of IRC § 401(a).

(ix) Each QUALIFIED PLAN of each ACQUIRED COMPANY is qualified in form and operation under IRC § 401(a); each trust for each such PLAN is exempt from federal income TAX under IRC § 501(a). Each COMPANY VEBA is exempt from federal income TAX. No event has occurred or circumstance exists attributable to SELLER that will or could give rise to disqualification or loss of tax-exempt status of any such PLAN or trust.

(x) Each ACQUIRED COMPANY has met the minimum funding standard, and has made all contributions required, under ERISA § 302 and IRC § 402.

(xi) No COMPANY PLAN is subject to Title IV of ERISA.

(xii) The ACQUIRED COMPANIES have paid all amounts due to the PBGC pursuant to ERISA § 4007.

(xiii) No ACQUIRED COMPANY has ceased operations at any facility or has withdrawn from any Title IV Plan in a manner that would subject to any entity or SELLER to liability under ERISA § 4062(e), § 4063, or § 4064.

(xiv) No ACQUIRED COMPANY has filed a notice of intent to terminate any PLAN or has adopted any amendment to treat a PLAN as terminated. The PBGC has not instituted PROCEEDINGS to treat any COMPANY PLAN as terminated. No event has occurred or circumstance exists that may constitute grounds under ERISA § 4042 for the termination of, or the appointment of a trustee to administer, any COMPANY PLAN.

(xv) No amendment has been made, or is reasonably expected to be made, to any PLAN that has required or could require the provision of security under ERISA § 307 or IRC § 401(a)(29).

(xvi) No accumulated funding deficiency, whether or not waived, exists with respect to any COMPANY PLAN; no event has occurred or circumstance exists that will result in an accumulated funding deficiency as of the last day of the current PLAN year of any such PLAN.

(xvii) The actuarial report for each PENSION PLAN of each ACQUIRED COMPANY fairly presents the financial condition and the results of operations of each such PLAN in accordance with GAAP.

(xviii) Since the last valuation date for each PENSION PLAN of each ACQUIRED COMPANY, no event has occurred or circumstance exists that would increase the amount of benefits under any such PLAN or that would cause the excess of PLAN assets over benefit liabilities (as defined in ERISA § 4001) to decrease, or the amount by which benefit liabilities exceed assets to increase.

(xix) No reportable event (as defined in ERISA § 4043 and in regulations issued thereunder) has occurred.

(xx) Neither SELLER nor any ACQUIRED COMPANY has KNOWLEDGE of any facts or circumstances that may give rise to any liability of the ACQUIRED COMPANY or the BUYER to the PBGC under Title IV of ERISA.

(xxi) No ACQUIRED COMPANY has ever established, maintained, or contributed to or otherwise participated in, or had an obligation to maintain, contribute to, or otherwise participate in, any MULTI-EMPLOYER PLAN.

(xxii) No ACQUIRED COMPANY has withdrawn from any MULTI-EMPLOYER PLAN with respect to which there is any outstanding liability as of the date of this AGREEMENT. No event has occurred or circumstance exists that presents a risk of the occurrence of any withdrawal from, or the participation, termination, reorganization, or insolvency of, any MULTI-EMPLOYER PLAN that could result in any liability of either any ACQUIRED COMPANY or BUYER to a MULTI-EMPLOYER PLAN.

(xxiii) No ACQUIRED COMPANY has received notice from any MULTI-EMPLOYER PLAN that it is in reorganization or is insolvent, that increased contributions may be required to avoid a reduction in PLAN benefits or the imposition of any excise tax, or that such PLAN intends to terminate or has terminated.

(xxiv) No MULTI-EMPLOYER PLAN to which any ACQUIRED COMPANY contributes or has contributed is a party to any pending merger or asset or liability transfer or is subject to any PROCEEDING brought by the PBGC.

(xxv) Except to the extent required under ERISA § 601 et seq. and IRC § 4980B, no ACQUIRED COMPANY provides health or welfare benefits for any retired or former employee or is obligated to provide health or welfare benefits to any active employee following such employee's retirement or other termination of service.

(xxvi) Each ACQUIRED COMPANY has the right to modify and terminate benefits to retirees (other than pensions) with respect to both retired and active employees.

(xxvii) SELLER and all ACQUIRED COMPANIES have complied with the provisions of ERISA § 601 et seq. and IRC § 4980B.

(xxviii) No payment that is owed or may become due to any director, officer, employee, or agent of any ACQUIRED COMPANY will be non-deductible to the ACQUIRED COMPANIES or subject to TAX under IRC § 280G or § 4999; nor will any ACQUIRED COMPANY be required to "gross up" or otherwise compensate any such PERSON because of the imposition of any excise TAX on a payment to such PERSON.

(xxix) The consummation of the CONTEMPLATED TRANSACTIONS will not result in the payment, vesting, or acceleration of any benefit.

3.14. Compliance With Legal Requirements; Governmental Authorizations.

(a) Except as set forth in Section 3.14 of the DISCLOSURE MEMORANDUM:

(i) each ACQUIRED COMPANY is, and at all times since November 30, 1997, has been, in full compliance with each LEGAL REQUIREMENT that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets;

(ii) no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation by any ACQUIRED COMPANY of, or a failure on the part of any ACQUIRED COMPANY to comply with, any LEGAL REQUIREMENT, or (B) may give rise to any obligation on the part of any ACQUIRED COMPANY to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

(iii) no ACQUIRED COMPANY has received, at any time since November 30, 1997, any notice or other communication (whether oral or written) from any GOVERNMENTAL BODY or any other PERSON regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any LEGAL REQUIREMENT, or (B) any actual, alleged, possible, or potential obligation on the part of any ACQUIRED COMPANY to undertake, or to bear all or any portion of the cost of, any REMEDIAL ACTION of any nature.

(b) Section 3.14 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of each GOVERNMENTAL AUTHORIZATION that is held by any ACQUIRED COMPANY or that otherwise relates to the business of, or to any of the assets owned or used by, any ACQUIRED COMPANY. Each GOVERNMENTAL AUTHORIZATION listed or required to be listed in Section 3.14 of the DISCLOSURE MEMORANDUM is valid and in full force and effect. Except as set forth in Section 3.14 of the DISCLOSURE MEMORANDUM:

(i) each ACQUIRED COMPANY is, and at all times since November 30, 1997, has been, in full compliance with all of the terms and requirements of each GOVERNMENTAL AUTHORIZATION identified or required to be identified in Section 3.14 of the DISCLOSURE MEMORANDUM;

(ii) no event has occurred or circumstance exists that may (with or without notice or lapse of time) (A) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any GOVERNMENTAL AUTHORIZATION listed or required to be listed in Section 3.14 of the DISCLOSURE MEMORANDUM, or (B) result directly or indirectly in the revocation, withdrawal, suspension, cancellation, or termination

of, or any modification to, any GOVERNMENTAL AUTHORIZATION listed or required to be listed in Section 3.14 of the DISCLOSURE MEMORANDUM;

(iii) no ACQUIRED COMPANY has received, at any time since November 30, 1997, any notice or other communication (whether oral or written) from any GOVERNMENTAL BODY or any other PERSON regarding (A) any actual, alleged, possible, or potential violation of or failure to comply with any term or requirement of any GOVERNMENTAL AUTHORIZATION, or (B) any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to any GOVERNMENTAL AUTHORIZATION; and

(iv) all applications required to have been filed for the renewal of the GOVERNMENTAL AUTHORIZATIONS listed or required to be listed in Section 3.14 of the DISCLOSURE MEMORANDUM have been duly filed on a timely basis with each appropriate GOVERNMENTAL BODY, and all other filings required to have been made with respect to such GOVERNMENTAL AUTHORIZATIONS have been duly made on a timely basis with each appropriate GOVERNMENTAL BODY.

To SELLER'S KNOWLEDGE, the GOVERNMENTAL AUTHORIZATIONS listed in Section 3.14 of the DISCLOSURE MEMORANDUM collectively constitute all of the GOVERNMENTAL AUTHORIZATIONS necessary to permit the ACQUIRED COMPANIES to lawfully conduct and operate their businesses in the manner they currently conduct and operate such businesses and to permit the ACQUIRED COMPANIES to own and use their assets in the manner in which they currently own and use such assets.

3.15. Legal Proceedings; Orders.

(a) Except as set forth in Section 3.15 of the DISCLOSURE MEMORANDUM, there is no pending PROCEEDING:

(i) that has been commenced by or against any ACQUIRED COMPANY or that otherwise relates to or may affect the business of, or any of the assets owned or used by, any ACQUIRED COMPANY; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the CONTEMPLATED TRANSACTIONS.

To the KNOWLEDGE of SELLER and the ACQUIRED COMPANIES, (1) no such PROCEEDING has been THREATENED, and (2) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such PROCEEDING. SELLER has delivered to BUYER copies of all material pleadings, correspondence, and other documents relating to each PROCEEDING listed in Section 3.15 of the DISCLOSURE MEMORANDUM.

(b) Except as set forth in Section 3.15 of the DISCLOSURE MEMORANDUM:

(i) there is no ORDER to which any of the ACQUIRED COMPANIES, or any of the assets owned or used by any ACQUIRED COMPANY, is subject;

(ii) SELLER is not subject to any ORDER that relates to the business of, or any of the assets owned or used by, any ACQUIRED COMPANY; and

(iii) no officer, director, agent, or employee of any ACQUIRED COMPANY is subject to any ORDER that prohibits such officer, director, agent, or employee from engaging in or continuing any conduct, activity, or practice relating to the business of any ACQUIRED COMPANY.

(c) Except as set forth in Section 3.15 of the DISCLOSURE MEMORANDUM:

(i) each ACQUIRED COMPANY is, and at all times since November 30, 1997, has been, in full compliance with all of the terms and requirements of each ORDER to which it, or any of the assets owned or used by it, is or has been subject;

(ii) no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or failure to comply with any term or requirement of any ORDER to which any ACQUIRED COMPANY, or any of the assets owned or used by any ACQUIRED COMPANY, is subject; and

(iii) no ACQUIRED COMPANY has received, at any time since November 30, 1997, any notice or other communication (whether oral or written) from any GOVERNMENTAL BODY or any other PERSON regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any term or requirement of any ORDER to which any ACQUIRED COMPANY, or any of the assets owned or used by any ACQUIRED COMPANY, is or has been subject.

3.16. Absence Of Certain Changes And Events. Except as set forth in Section 3.16 of the DISCLOSURE MEMORANDUM, since the date of the NOVEMBER BALANCE SHEET, the ACQUIRED COMPANIES have conducted their businesses only in the ORDINARY COURSE OF BUSINESS and there has not been any:

(a) change in any ACQUIRED COMPANY's authorized or issued capital stock; grant of any stock option or right to purchase SHARES of capital stock of any ACQUIRED COMPANY; issuance of any security convertible into such capital stock; grant of any registration rights; purchase, redemption, retirement, or other acquisition by any ACQUIRED COMPANY of any SHARES of any such capital stock; or declaration or payment of any dividend or other distribution or payment in respect of SHARES of capital stock;

(b) amendment to the ORGANIZATIONAL DOCUMENTS of any ACQUIRED COMPANY;

(c) payment or increase by any ACQUIRED COMPANY of any bonuses, salaries, or other compensation to any stockholder, director, officer, or (except in the ORDINARY COURSE OF BUSINESS) employee or entry into any employment, severance, or similar CONTRACT with any director, officer, or employee;

(d) adoption of, or increase in the payments to or benefits under, any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement, or other employee benefit PLAN for or with any employees of any ACQUIRED COMPANY;

(e) damage to or destruction or loss of any asset or property of any ACQUIRED COMPANY, whether or not covered by insurance, materially and adversely affecting the properties, assets, business, financial condition, or prospects of the ACQUIRED COMPANIES, taken as a whole;

(f) entry into, termination of, or receipt of notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit, or similar agreement, or (ii) any CONTRACT or transaction involving a total remaining commitment by or to any ACQUIRED COMPANY of at least Ten Thousand Dollars ($10,000).

(g) sale (other than sales of inventory in the ORDINARY COURSE OF BUSINESS), lease, or other disposition of any asset or property of any ACQUIRED COMPANY or mortgage, pledge, or imposition of any lien or other ENCUMBRANCE on any material asset or property of any ACQUIRED COMPANY, including the sale, lease, or other disposition of any of the INTELLECTUAL PROPERTY ASSETS;

(h) cancellation or waiver of any claims or rights with a value to any ACQUIRED COMPANY in excess of Ten Thousand Dollars ($10,000.00);

(i) material change in the accounting methods used by any ACQUIRED COMPANY; or

(j) agreement, whether oral or written, by any ACQUIRED COMPANY to do any of the foregoing.

3.17. Contracts; No Defaults.

(a) Section 3.17 of the DISCLOSURE MEMORANDUM contains a complete and accurate list, and SELLER has delivered to BUYER true and complete copies, of:

(i) each APPLICABLE CONTRACT that involves performance of services or delivery of goods or materials by one or more ACQUIRED COMPANIES of an amount or value in excess of Ten Thousand Dollars ($10,000.00);

(ii) each APPLICABLE CONTRACT that involves performance of services or delivery of goods or materials to one or more ACQUIRED COMPANIES of an amount or value in excess of Ten Thousand Dollars ($10,000.00);

(iii) each APPLICABLE CONTRACT that was not entered into in the ORDINARY COURSE OF BUSINESS and that involves expenditures or receipts of one or more ACQUIRED COMPANIES in excess of Ten Thousand Dollars ($10,000.00);

(iv) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other APPLICABLE CONTRACT affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate payments of less than Ten Thousand Dollars ($10,000.00) and with terms of less than one year);

(v) each licensing agreement or other APPLICABLE CONTRACT with respect to PATENTS, trademarks, copyrights, or other intellectual property, including agreements with current or former employees, consultants, or contractors regarding the appropriation or the non-disclosure of any of the INTELLECTUAL PROPERTY ASSETS;

(vi) each collective bargaining agreement and other APPLICABLE CONTRACT to or with any labor union or other employee REPRESENTATIVE of a group of employees;

(vii) each joint venture, partnership, and other APPLICABLE CONTRACT (however named) involving a sharing of profits, losses, costs, or liabilities by any ACQUIRED COMPANY with any other PERSON;

(viii) each APPLICABLE CONTRACT containing covenants that in any way purport to restrict the business activity of any ACQUIRED COMPANY or any affiliate of an ACQUIRED COMPANY or limit the freedom of any ACQUIRED COMPANY or any affiliate of an ACQUIRED COMPANY to engage in any line of business or to compete with any PERSON;

(ix) each APPLICABLE CONTRACT providing for payments to or by any PERSON based on sales, purchases, or profits, other than direct payments for goods;

(x) each power of attorney that is currently effective and outstanding;

(xi) each APPLICABLE CONTRACT entered into other than in the ORDINARY COURSE OF BUSINESS that contains or provides for an express undertaking by any ACQUIRED COMPANY to be responsible for consequential DAMAGES;

(xii) each APPLICABLE CONTRACT for capital expenditures in excess of Ten Thousand Dollars ($10,000.00);

(xiii) each written warranty, guaranty, and or other similar undertaking with respect to contractual performance extended by any ACQUIRED COMPANY other than in the ORDINARY COURSE OF BUSINESS; and

(xiv) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

Section 3.17 of the DISCLOSURE MEMORANDUM sets forth the parties to the CONTRACTS, the dates of the CONTRACTS, and the ACQUIRED COMPANIES' office where details relating to the CONTRACTS are located.

(b) Except as set forth in Section 3.17 of the DISCLOSURE MEMORANDUM:

(i) SELLER (and no RELATED PERSON of SELLER) has not or may not acquire any rights under, and SELLER has not or may not become subject to any obligation or liability under, any CONTRACT that relates to the business of, or any of the assets owned or used by, any ACQUIRED COMPANY; and

(ii) no officer, director, agent, employee, consultant, or CONTRACT or of any ACQUIRED COMPANY is bound by any CONTRACT that purports to limit the ability of such officer, director, agent, employee, consultant, or CONTRACT or to (A) engage in or continue any conduct, activity, or practice relating to the business of any ACQUIRED COMPANY, or (B) assign to any ACQUIRED COMPANY or to any other PERSON any rights to any invention, improvement, or discovery.

(c) Except as set forth in Section 3.17 of the DISCLOSURE MEMORANDUM, each CONTRACT identified or required to be identified in Section 3.17 of the DISCLOSURE MEMORANDUM is in full force and effect and is valid and enforceable in accordance with its terms.

(d) Except as set forth in Section 3.17 of the DISCLOSURE MEMORANDUM:

(i) each ACQUIRED COMPANY is, and at all times since November 30, 1997, has been, in full compliance with all applicable terms and requirements of each CONTRACT under which such ACQUIRED COMPANY has or had any obligation or liability or by which such ACQUIRED COMPANY or any of the assets owned or used by such ACQUIRED COMPANY is or was bound;

(ii) each other PERSON that has or had any obligation or liability under any CONTRACT under which an ACQUIRED COMPANY has or had any rights is, and at all times since November 30, 1997, has been, in full compliance with all applicable terms and requirements of such CONTRACT;

(iii) no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a violation or BREACH of, or give any ACQUIRED COMPANY or other PERSON the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any applicable CONTRACT; and

(iv) no ACQUIRED COMPANY has given to or received from any other PERSON, at any time since November 30, 1997, any notice or other communication (whether oral or written) regarding any actual, alleged, possible, or potential violation or BREACH of, or default under, any CONTRACT.

(e) There are no currently pending renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to any ACQUIRED COMPANY under current or completed CONTRACTS with any PERSON and no such PERSON has made written demand for such renegotiation.

(f) The CONTRACTS relating to the sale, design, manufacture, or provision of products or services by the ACQUIRED COMPANIES have been entered into in the ORDINARY COURSE OF BUSINESS and have been entered into without the commission of any act alone or in concert with any other PERSON, or any consideration having been paid or promised, that is or would be in violation of any LEGAL REQUIREMENT.

3.18. Insurance.

(a) SELLER has delivered to BUYER:

(i) true and complete copies of all policies of insurance to which any ACQUIRED COMPANY is a party or under which any ACQUIRED COMPANY is or has been covered (excluding, however, blanket policies covering SELLER or SUBSIDIARIES of SELLER other than the COMPANY) at any time since SELLER acquired the COMPANY or which are in SELLER'S possession;

(ii) true and complete copies of all pending applications for policies of insurance; and

(iii) any statement by the auditor of any ACQUIRED COMPANY's financial statements with regard to the adequacy of such entity's coverage or of the reserves for claims.

(b) Section 3.18 of the DISCLOSURE MEMORANDUM describes:

(i) any self-insurance arrangement by or affecting any ACQUIRED COMPANY, including any reserves established thereunder; and

(ii) any CONTRACT or arrangement, other than a policy of insurance, for the transfer or sharing of any risk by any ACQUIRED COMPANY.

(c) Except for Health/Medical Plans, Section 3.18 of the DISCLOSURE MEMORANDUM sets forth, by year, for the current policy year and each of the two (2) preceding policy years:

(i) a summary of the loss experience under each policy;

(ii) a statement describing each claim under an insurance policy for an amount in excess of Ten Thousand Dollars ($10,000.00), which sets forth:

i) the name of the claimant;

ii) a description of the policy by insurer, type of insurance, and period of coverage; and

iii) the amount and a brief description of the claim; and

(iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

(d) Except as set forth on Section 3.18 of the DISCLOSURE MEMORANDUM:

(i) All policies to which any ACQUIRED COMPANY is a party or that provide coverage to any ACQUIRED COMPANY:

i) are valid, outstanding, and enforceable;

ii) to SELLER'S KNOWLEDGE, are issued by an insurer that is financially sound and reputable;

iii) to SELLER'S KNOWLEDGE, taken together, provide adequate insurance coverage for the assets and the operations of the ACQUIRED COMPANIES for all risks to which the ACQUIRED COMPANIES are normally exposed;

iv) are sufficient for compliance with all LEGAL REQUIREMENTS and CONTRACTS to which any ACQUIRED COMPANY is a party or by which any of them is bound; and

v) will continue in full force and effect following the consummation of the CONTEMPLATED TRANSACTIONS.

(ii) Neither SELLER nor any ACQUIRED COMPANY has received (A) any refusal of coverage or any notice that a defense will be afforded with reservation of rights with respect to any ACQUIRED COMPANY, or (B) any notice of cancellation or any other indication that any insurance policy is no longer in full force or effect or will not be renewed or that the issuer of any policy is not willing or able to perform its obligations thereunder.

(iii) The ACQUIRED COMPANIES have paid all premiums due, and have otherwise performed all of their respective obligations, under each policy to which any ACQUIRED COMPANY is a party or that provides coverage to any ACQUIRED COMPANY or director thereof.

(iv) The ACQUIRED COMPANIES have given notice to the insurer of all asserted claims that may be insured thereby.

3.19. Environmental Matters. Except as set forth in Section 3.19 of the DISCLOSURE MEMORANDUM:

(a) Each ACQUIRED COMPANY is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any ENVIRONMENTAL LAW. Neither SELLER nor any ACQUIRED COMPANY has any basis to expect, nor has any of them or any other PERSON for whose conduct they are responsible, received any actual or THREATENED ORDER, notice, or other communication from (i) any GOVERNMENTAL BODY or private citizen acting in the public interest, or (ii) the current or prior owner or operator of any FACILITIES, of any actual or potential violation or failure to comply with any ENVIRONMENTAL LAW, or of any actual or THREATENED obligation to undertake or bear the cost of any ENVIRONMENTAL, HEALTH, AND SAFETY LIABILITIES with respect to any of the FACILITIES or any other properties or assets (whether real, personal, or mixed) in which any ACQUIRED COMPANY has had an interest, or with respect to any property or any of the FACILITIES at or to which HAZARDOUS MATERIALS were generated, manufactured, refined, transferred, imported, used, or processed by any ACQUIRED COMPANY, or any other PERSON for whose conduct they are responsible, or from which HAZARDOUS MATERIALS have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(b) There are no pending or, to the KNOWLEDGE of SELLER and the ACQUIRED COMPANIES, THREATENED claims, ENCUMBRANCES, or other restrictions of any nature, resulting from any ENVIRONMENTAL, HEALTH, AND SAFETY LIABILITIES

or arising under or pursuant to any ENVIRONMENTAL LAW, with respect to or affecting any of the FACILITIES or any other properties and assets (whether real, personal, or mixed) in which any ACQUIRED COMPANY has or had an interest.

(c) Neither SELLER nor any ACQUIRED COMPANY has any basis to expect, nor has any of them or any other PERSON for whose conduct they are responsible, received any citation, directive, inquiry, notice, ORDER, summons, warning, or other communication that relates to hazardous activity, HAZARDOUS MATERIALS, or any alleged, actual, or potential violation or failure to comply with any ENVIRONMENTAL LAW, or of any alleged, actual, or potential obligation to undertake or bear the cost of any ENVIRONMENTAL, HEALTH, AND SAFETY LIABILITIES with respect to any of the FACILITIES or any other properties or assets (whether real, personal, or mixed) in which any ACQUIRED COMPANY had an interest, or with respect to any property or facility to which HAZARDOUS MATERIALS generated, manufactured, refined, transferred, imported, used, or processed by any ACQUIRED COMPANY, or any other PERSON for whose conduct they are responsible, have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(d) No ACQUIRED COMPANY, or any other PERSON for whose conduct they are responsible, has any ENVIRONMENTAL, HEALTH, AND SAFETY LIABILITIES with respect to the FACILITIES or with respect to any other properties and assets (whether real, personal, or mixed) in which any ACQUIRED COMPANY (or any predecessor), has or had an interest, or at any property geologically or hydrologically adjoining the FACILITIES or any such other property or assets.

(e) There are no HAZARDOUS MATERIALS present on or in the ENVIRONMENT at the FACILITIES or at any geologically or hydrologically adjoining property, including any HAZARDOUS MATERIALS contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the FACILITIES or such adjoining property, or incorporated into any structure therein or thereon other than as are being handled, stored, maintained, and transported in full compliance with all applicable ENVIRONMENTAL LAWS. No ACQUIRED COMPANY, any other PERSON for whose conduct they are responsible, or any other PERSON, has permitted or conducted, or is aware of, any hazardous activity conducted with respect to the FACILITIES or any other properties or assets (whether real, personal, or mixed) in which any ACQUIRED COMPANY has or had an interest except in full compliance with all applicable ENVIRONMENTAL LAWS.

(f) There has been no RELEASE or, to the KNOWLEDGE of SELLER and the ACQUIRED COMPANIES, THREAT OF RELEASE, of any HAZARDOUS MATERIALS at or from the FACILITIES or at any other locations where any HAZARDOUS MATERIALS were generated, manufactured, refined, transferred, produced, imported, used, or processed from or by the FACILITIES, or from or by any other properties and assets (whether real, personal, or mixed) in which any ACQUIRED COMPANY has or had an interest, or to the KNOWLEDGE

of SELLER and the ACQUIRED COMPANIES any geologically or hydrologically adjoining property, whether by ACQUIRED COMPANY or any other PERSON.

(g) SELLER has delivered to BUYER true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by SELLER or any ACQUIRED COMPANY pertaining to HAZARDOUS MATERIALS or hazardous activities in, on, or under the FACILITIES, or concerning compliance by any ACQUIRED COMPANY, or any other PERSON for whose conduct they are responsible, with ENVIRONMENTAL LAWS.

3.20. Employees.

(a) Section 3.20 of the DISCLOSURE MEMORANDUM contains a complete and accurate list of the following information for each employee of the ACQUIRED COMPANIES, including each employee on leave of absence or layoff status: employer; name; job title; current compensation paid or payable and any change in compensation since November 30, 1997, vacation accrued; and service credited for purposes of vesting and eligibility to participate under any ACQUIRED COMPANY's pension, retirement, profit-sharing, thrift-savings, deferred compensation, stock bonus, stock option, cash bonus, employee stock ownership (including investment credit or payroll stock ownership), severance pay, insurance, medical, welfare, or vacation plan, other Employee Pension Benefit Plan or Employee Welfare Benefit Plan, or any other employee benefit PLAN or any Director Plan.

(b) No employee or director of any ACQUIRED COMPANY is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, noncompetition, or PROPRIETARY RIGHTS AGREEMENT that in any way adversely affects or will affect (i) the performance of his duties as an employee or director of the ACQUIRED COMPANIES, or (ii) the ability of any ACQUIRED COMPANY to conduct its business, including any PROPRIETARY RIGHTS AGREEMENT with SELLER or the ACQUIRED COMPANIES by any such employee or director. To SELLER's KNOWLEDGE, no key employee of any ACQUIRED COMPANY intends to terminate his employment with such ACQUIRED COMPANY.

(c) Section 3.20 of the DISCLOSURE MEMORANDUM also contains a complete and accurate list of the following information for each retired employee of the ACQUIRED COMPANIES, or their dependents, receiving benefits or scheduled to receive benefits in the future: name, pension benefit, pension option election, retiree medical insurance coverage, retiree life insurance coverage, and other benefits.

3.21. Labor Relations; Compliance. Since November 30, 1997, no ACQUIRED COMPANY has been or is a party to any collective bargaining or other labor CONTRACT. Except as set forth at Section 3.21 of the DISCLOSURE MEMORANDUM, since November 30, 1997, there has not been, there is not presently pending or existing, and to SELLER's KNOWLEDGE there is not THREATENED, (a) any strike, slowdown, picketing, work stoppage, or employee grievance process, (b) any PROCEEDING against or affecting any ACQUIRED

COMPANY relating to the alleged violation of any LEGAL REQUIREMENT pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable GOVERNMENTAL BODY, organizational activity, or other labor or employment dispute against or affecting any of the ACQUIRED COMPANIES or their premises, or (c) any application for certification of a collective bargaining agent. To SELLER's KNOWLEDGE, no event has occurred or circumstance exists that will provide the basis for any work stoppage or other labor dispute. There is no lockout of any employees by any ACQUIRED COMPANY, and no such action is contemplated by any ACQUIRED COMPANY. Each ACQUIRED COMPANY has complied in all respects with all LEGAL REQUIREMENTS relating to employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and similar TAXES, occupational safety and health, and plant closing. No ACQUIRED COMPANY is liable for the payment of any compensation, DAMAGES, TAXES, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing LEGAL REQUIREMENTS.

3.22. Intellectual Property.

(a) Agreements. Section 3.22 of the DISCLOSURE MEMORANDUM contains a complete and accurate list and summary description, including any royalties paid or received by the ACQUIRED COMPANIES, of all CONTRACTS relating to the INTELLECTUAL PROPERTY ASSETS to which any ACQUIRED COMPANY is a party or by which any ACQUIRED COMPANY is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than Ten Thousand Dollars ($10,000.00) under which an ACQUIRED COMPANY is the licensee. There are no outstanding and, to SELLER's KNOWLEDGE, no THREATENED disputes or disagreements with respect to any such agreement.

(b) Know-How Necessary for the Business.

(i) The INTELLECTUAL PROPERTY ASSETS are all those necessary for the operation of the ACQUIRED COMPANIES' businesses as they are currently conducted. One or more of the ACQUIRED COMPANIES is the owner of all right, title, and interest in and to each of the INTELLECTUAL PROPERTY ASSETS, free and clear of all liens, security interests, charges, ENCUMBRANCES, equities, and other adverse claims, and has the right to use without payment to a third party all of the INTELLECTUAL PROPERTY ASSETS.

(ii) Except as set forth in Section 3.22 of the DISCLOSURE MEMORANDUM, all former and current employees of each ACQUIRED COMPANY have executed written CONTRACTS with one or more of the ACQUIRED COMPANIES that assign to one or more of the ACQUIRED COMPANIES all rights to any inventions, improvements, discoveries, or information relating to the business of any ACQUIRED COMPANY. No employee of any ACQUIRED COMPANY has entered into any CONTRACT that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee

to transfer, assign, or disclose information concerning his work to anyone other than one or more of the ACQUIRED COMPANIES.

(c) Patents.

(i) Section 3.22 of the DISCLOSURE MEMORANDUM contains a complete and accurate list and summary description of all PATENTS owned by the COMPANY. One or more of the ACQUIRED COMPANIES is the owner of all right, title, and interest in and to each of the PATENTS, free and clear of all liens, security interests, charges, ENCUMBRANCES, entities, and other adverse claims.

(ii) All of the issued PATENTS are currently in compliance with formal LEGAL REQUIREMENTS (including payment of filing, examination, and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or TAXES or actions falling due within ninety days after the CLOSING DATE.

(iii) No PATENT has been or is now involved in any interference, reissue, reexamination, or opposition PROCEEDING. To SELLER's KNOWLEDGE, there is no potentially interfering PATENT or PATENT application of any third party.

(iv) To SELLER'S KNOWLEDGE, no PATENT is infringed or, to SELLER's KNOWLEDGE, has been challenged or THREATENED in any way. To SELLER'S KNOWLEDGE, none of the products manufactured and sold, nor any process or know-how used, by any ACQUIRED COMPANY infringes or is alleged to infringe any PATENT or other proprietary right of any other PERSON.

(d) Trademarks.

(i) Section 3.22 of DISCLOSURE MEMORANDUM contains a complete and accurate list and summary description of all MARKS owned by the COMPANY. One or more of the ACQUIRED COMPANIES is the owner of all right, title, and interest in and to each of the MARKS, free and clear of all liens, security interests, charges, ENCUMBRANCES, equities, and other adverse claims.

(ii) All MARKS that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal LEGAL REQUIREMENTS (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or TAXES or actions falling due within ninety days after the CLOSING DATE.

(iii) No MARK has been or is now involved in any opposition, invalidation, or cancellation and, to SELLER's KNOWLEDGE, no such action is THREATENED with the respect to any of the MARKS.

(iv) To SELLER's KNOWLEDGE, there is no potentially interfering trademark or trademark application of any third party.

(v) To SELLER'S KNOWLEDGE, no MARK is infringed or, to SELLER's KNOWLEDGE, has been challenged or THREATENED in any way. None of the MARKS used by any ACQUIRED COMPANY infringes or is alleged to infringe any trade name, trademark, or service mark of any third party.

(e) Copyrights.

(i) Section 3.22 of the DISCLOSURE MEMORANDUM contains a complete and accurate list and summary description of all COPYRIGHTS owned by the COMPANY. One or more of the ACQUIRED COMPANIES is the owner of all right, title, and interest in and to each of the COPYRIGHTS, free and clear of all liens, security interests, charges, ENCUMBRANCES, equities, and other adverse claims.

(ii) All the COPYRIGHTS have been registered and are currently in compliance with formal LEGAL REQUIREMENTS, are valid and enforceable, and are not subject to any maintenance fees or TAXES or actions falling due within ninety days after the date of CLOSING.

(iii) To SELLER'S KNOWLEDGE, no COPYRIGHT is infringed or, to SELLER's KNOWLEDGE, has been challenged or THREATENED in any way. None of the subject matter of any of the COPYRIGHTS infringes or is alleged to infringe any COPYRIGHT of any third party or is a derivative work based on the work of a third party.

(f) Trade Secrets.

(i) SELLER and the ACQUIRED COMPANIES have taken reasonable precautions to protect the secrecy, confidentiality, and value of their TRADE SECRETS.

(ii) One or more of the ACQUIRED COMPANIES has good title and an absolute (but not necessarily exclusive) right to use the TRADE SECRETS. The TRADE SECRETS are not part of the public KNOWLEDGE or literature, and, to SELLER's KNOWLEDGE, have not been used, divulged, or appropriated either for the benefit of any PERSON (other than one or more of the ACQUIRED COMPANIES) or to the detriment of the ACQUIRED COMPANIES. No TRADE SECRET is subject to any asserted adverse claim or has been challenged or THREATENED in any way.

3.23. Certain Payments. Since November 30, 1997, no ACQUIRED COMPANY or director, officer, agent, or employee of any ACQUIRED COMPANY, or to SELLER's KNOWLEDGE any other PERSON associated with or acting for or on behalf of any ACQUIRED COMPANY, has directly or indirectly (a) made any bribe, rebate, payoff, influence payment, kickback, or other payment to any PERSON, private or public, regardless of form, whether in

money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of any ACQUIRED COMPANY or any affiliate of an ACQUIRED COMPANY, or (iv) in violation of any LEGAL REQUIREMENT, (b) established or maintained any fund or asset that has not been recorded in the books and records of the ACQUIRED COMPANIES.

3.24. Disclosure.

(a) To SELLER'S KNOWLEDGE, no representation or warranty of SELLER in this AGREEMENT and no statement in the DISCLOSURE MEMORANDUM omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to Section 5.5 will, to SELLER'S KNOWLEDGE at the time notice is given, contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this AGREEMENT, in light of the circumstances in which they were made, not misleading.

3.25. Relationships With Related Persons. Neither SELLER nor any RELATED PERSON of SELLER or of any ACQUIRED COMPANY has, or has had, any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or pertaining to the ACQUIRED COMPANIES' businesses. Neither SELLER nor any RELATED PERSON of SELLER or of any ACQUIRED COMPANY is, or since has owned (of record or as a beneficial owner) an equity interest or any other financial or profit interest in, a PERSON that has had business dealings or a material financial interest in any transaction with any ACQUIRED COMPANY other than business dealings or transactions conducted in the ORDINARY COURSE OF BUSINESS with the ACQUIRED COMPANIES at substantially prevailing market prices and on substantially prevailing market terms. Except as set forth in Section 3.25 of the DISCLOSURE MEMORANDUM, neither SELLER nor any RELATED PERSON of SELLER or of any ACQUIRED COMPANY is a party to any CONTRACT with, or has any claim or right against, any ACQUIRED COMPANY.

3.26. Brokers Or Finders. SELLER and their agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this AGREEMENT.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

BUYER represents and warrants to SELLER as follows:

4.1. Organization And Good Standing.

BUYER is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland, with full corporate power and authority to conduct its business as it is now being conducted.

4.2. Authority; No Conflict.

(a) This AGREEMENT constitutes the legal, valid, and binding obligation of BUYER, enforceable against BUYER in accordance with its terms. Upon the execution by BUYER of the BUYER's CLOSING DOCUMENTS, the BUYER's CLOSING DOCUMENTS will constitute the legal, valid, and binding obligations of BUYER, enforceable against BUYER in accordance with their respective terms. BUYER has the absolute and unrestricted right, power, and authority to execute and deliver this AGREEMENT and the BUYER's CLOSING DOCUMENTS and to perform its obligations under this AGREEMENT and the BUYER's CLOSING DOCUMENTS.

(b) Neither the execution and delivery of this AGREEMENT by BUYER nor the consummation or performance of any of the CONTEMPLATED TRANSACTIONS by BUYER will give any PERSON the right to prevent, delay, or otherwise interfere with any of the CONTEMPLATED TRANSACTIONS pursuant to:

(i) any provision of BUYER's ORGANIZATIONAL DOCUMENTS;

(ii) any resolution adopted by the board of directors or the stockholders of BUYER;

(iii) any LEGAL REQUIREMENT or ORDER to which BUYER may be subject; or

(iv) any CONTRACT to which BUYER is a party or by which BUYER may be bound.

(c) BUYER is not and will not be required to obtain any CONSENT from any PERSON in connection with the execution and delivery of this AGREEMENT or the consummation or performance of any of the CONTEMPLATED TRANSACTIONS.

(d) It is BUYER's understanding that SELLER is -- (i) acquiring the DEMAND PROMISSORY NOTE and the TERM PROMISSORY NOTE for the SELLER's own account and not with a view to their distribution within the meaning of Section 2(11) of the SECURITIES ACT, and (ii) an "accredited investor" as such term is defined in Rule 501(a) under the SECURITIES ACT.

4.3. Investment Intent.

BUYER is acquiring the SHARES for its own account and not with a view to their distribution within the meaning of Section 2(11) of the SECURITIES ACT.

4.4. Certain Proceedings.

There is no pending PROCEEDING that has been commenced against BUYER and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the CONTEMPLATED TRANSACTIONS. To BUYER's KNOWLEDGE, no such PROCEEDING has been THREATENED.

4.5. Brokers or Finders.

BUYER and its officers and agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this AGREEMENT and will indemnify and hold SELLER harmless from any such payment alleged to be due by or through BUYER as a result of the action of BUYER or its officers or agents.

ARTICLE 5
COVENANTS OF SELLER PRIOR TO CLOSING DATE

5.1. Access and Investigation. Between the date of this AGREEMENT and the CLOSING DATE, SELLER will, and will cause each ACQUIRED COMPANY and its REPRESENTATIVES to: (a) afford BUYER and the BUYER's ADVISORS full and free access with reasonable advance notice to each ACQUIRED COMPANY's personnel, properties (including subsurface testing), CONTRACTS, books and records, and other documents and data, (b) furnish BUYER and the BUYER's ADVISORS with copies of all such CONTRACTS, books and records, and other existing documents and data as BUYER may reasonably request, and (c) furnish BUYER and the BUYER's ADVISORS with such additional financial, operating, and other data and information as BUYER may reasonably request, provided that BUYER shall conduct its investigative activities in such a manner as to not interfere unreasonably with COMPANY'S business operations.

5.2. Operation of the Businesses of the Acquired Companies. Between the date of this AGREEMENT and the CLOSING DATE, SELLER will, and will cause each ACQUIRED COMPANY to:

(a) conduct the business of such ACQUIRED COMPANY only in the ORDINARY COURSE OF BUSINESS;

(b) use their BEST EFFORTS to preserve intact the current business organization of such ACQUIRED COMPANY, keep available the services of the current employees, and agents of such ACQUIRED COMPANY, and maintain the relations and good will

with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with such ACQUIRED COMPANY;

(c) confer with BUYER concerning operational matters not in the ORDINARY COURSE OF BUSINESS;

(d) cause appropriate representatives to respond to BUYER'S inquiries concerning the status of the business, operations, and finances of such ACQUIRED COMPANY; and

5.3. Negative Covenant. Except as otherwise expressly permitted by this AGREEMENT, between the date of this AGREEMENT and the CLOSING DATE, SELLER will not, and will cause each ACQUIRED COMPANY not to, without the prior CONSENT of BUYER, take any affirmative action, or fail to take any reasonable action within its control, as a result of which any of the changes or events listed in Section 3.16 is likely to occur.

5.4. Required Approvals. As promptly as practicable after the date of this AGREEMENT, SELLER will, and will cause each ACQUIRED COMPANY to, make all filings required by LEGAL REQUIREMENTS to be made by them in order to consummate the CONTEMPLATED TRANSACTIONS. Between the date of this AGREEMENT and the CLOSING DATE, SELLER will, and will cause each ACQUIRED COMPANY to, (a) cooperate with BUYER with respect to all filings that BUYER elects to make or is required by LEGAL REQUIREMENTS to make in connection with the CONTEMPLATED TRANSACTIONS, and (b) cooperate with BUYER in obtaining all CONSENTS identified in Schedule 4.2; provided that this AGREEMENT will not require SELLER to dispose of or make any change in any portion of its business or to incur any other burden to obtain a GOVERNMENTAL AUTHORIZATION. BUYER has satisfied itself that no filings are required under the HSR Act.

5.5. Notification. Between the date of this AGREEMENT and the CLOSING DATE, SELLER will promptly notify BUYER in writing if SELLER or any ACQUIRED COMPANY becomes aware of any fact or condition that causes or constitutes a BREACH of any of SELLER's representations and warranties as of the date of this AGREEMENT, or if SELLER or any ACQUIRED COMPANY becomes aware of the occurrence after the date of this AGREEMENT of any fact or condition that would (except as expressly contemplated by this AGREEMENT) cause or constitute a BREACH of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the DISCLOSURE MEMORANDUM if the DISCLOSURE MEMORANDUM were dated the date of the occurrence or discovery of any such fact or condition, SELLER will promptly deliver to BUYER a supplement to the DISCLOSURE MEMORANDUM specifying such change. During the same period, SELLER will promptly notify BUYER of the occurrence of any BREACH of any covenant of SELLER in this Section 5 or of the occurrence of any event that may make the satisfaction of the conditions in Section 7 impossible or unlikely.

5.6. No Negotiation. Until such time, if any, as this AGREEMENT is terminated pursuant to Section 9, SELLER will not, and will cause each ACQUIRED COMPANY and each of their REPRESENTATIVES not to, directly or indirectly solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any PERSON (other than BUYER) relating to any transaction involving the sale of the business or assets (other than in the ORDINARY COURSE OF BUSINESS) of any ACQUIRED COMPANY, or any of the capital stock of any ACQUIRED COMPANY, or any merger, consolidation, business combination, or similar transaction involving any ACQUIRED COMPANY.

5.7. Best Efforts. Between the date of this AGREEMENT and the CLOSING DATE, SELLER will use its BEST EFFORTS to cause the conditions precedent to CLOSING to be satisfied.

ARTICLE 6
COVENANTS OF BUYER PRIOR TO CLOSING DATE

6.1. Approvals of Governmental Bodies. As promptly as practicable after the date of this AGREEMENT, BUYER will, and will cause each of its RELATED PERSONS to, make all filings required by LEGAL REQUIREMENTS to be made by them to consummate the CONTEMPLATED TRANSACTIONS (including all filings under the HSR Act). Between the date of this AGREEMENT and the CLOSING DATE, BUYER will, and will cause each RELATED PERSON to, cooperate with SELLER with respect to all filings that SELLER is required by LEGAL REQUIREMENTS to make in connection with the CONTEMPLATED TRANSACTIONS, and (ii) cooperate with SELLER in obtaining all CONSENTS identified in Section 3.2 of the DISCLOSURE MEMORANDUM; provided that this AGREEMENT will not require BUYER to dispose of or make any change in any portion of its business or to incur any other burden to obtain a GOVERNMENTAL AUTHORIZATION.

6.2. Best Efforts. Except as set forth in the proviso to Section 6.1, between the date of this AGREEMENT and the CLOSING DATE, BUYER will use its BEST EFFORTS to cause the conditions in Sections 7 and 8 to be satisfied.

ARTICLE 7
CONDITIONS PRECEDENT TO BUYER's OBLIGATION TO CLOSE

BUYER's obligation to purchase the SHARES and to take the other actions required to be taken by BUYER at the CLOSING is subject to the satisfaction, at or prior to the CLOSING, of each of the following conditions (any of which may be waived by BUYER, in whole or in part):

7.1. Accuracy of Representations. All of SELLER's representations and warranties in this AGREEMENT (considered collectively), and each of these representations and warranties

(considered individually), must have been accurate in all material respects as of the date of this AGREEMENT, and must be accurate in all material respects as of the CLOSING DATE as if made on the CLOSING DATE, without giving effect to any supplement to the DISCLOSURE MEMORANDUM.

7.2. Seller's Performance.

(a) All of the covenants and obligations that SELLER is required to perform or to comply with pursuant to this AGREEMENT at or prior to the CLOSING (considered collectively), and each of these covenants and obligations (considered individually), must have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to Section 2.4 must have been delivered.

7.3. Consents. Each of the CONSENTS identified in Section 4.2 of the DISCLOSURE MEMORANDUM must have been obtained and must be in full force and effect.

7.4. Additional Documents. Each of the following documents must have been delivered to BUYER:

(a) an opinion of SELLER'S General Counsel dated the CLOSING DATE, in form of and substance reasonably acceptable to BUYER;

(b) such other documents as BUYER may reasonably request for the purpose of (i) enabling its counsel to provide the opinion referred to in Section 8.4(a), (ii) evidencing the accuracy of any of SELLER's representations and warranties, (iii) evidencing the performance by SELLER of, or the compliance by SELLER with, any covenant or obligation required to be performed or complied with by SELLER, (iv) evidencing the satisfaction of any condition referred to in this Section 7, or (v) otherwise facilitating the consummation or performance of any of the CONTEMPLATED TRANSACTIONS.

7.5. No Proceedings. Since the date of this AGREEMENT, there must not have been commenced or THREATENED against BUYER, or against any PERSON affiliated with BUYER, any PROCEEDING (a) involving any challenge to, or seeking DAMAGES or other relief in connection with, any of the CONTEMPLATED TRANSACTIONS, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the CONTEMPLATED TRANSACTIONS.

7.6. No Claim Regarding Stock Ownership or Sale Proceeds. There must not have been made or THREATENED by any PERSON any claim asserting that such PERSON (a) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any stock of, or any other voting, equity, or ownership interest in, any of the ACQUIRED

COMPANIES, or (b) is entitled to all or any portion of the PURCHASE PRICE payable for the SHARES.

7.7. No Prohibition. Neither the consummation nor the performance of any of the CONTEMPLATED TRANSACTIONS will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause BUYER or any PERSON affiliated with BUYER to suffer any material adverse consequence under, (a) any applicable LEGAL REQUIREMENT or ORDER, or (b) any LEGAL REQUIREMENT or ORDER that has been published, introduced, or otherwise formally proposed by or before any GOVERNMENTAL BODY.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

SELLER's obligation to sell the SHARES and to take the other actions required to be taken by SELLER at the CLOSING is subject to the satisfaction, at or prior to the CLOSING, of each of the following conditions (any of which may be waived by SELLER, in whole or in part):

8.1. Accuracy of Representations. All of BUYER's representations and warranties in this AGREEMENT (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this AGREEMENT and must be accurate in all material respects as of the CLOSING DATE as if made on the CLOSING DATE.

8.2. Buyer's Performance.

(a) All of the covenants and obligations that BUYER is required to perform or to comply with pursuant to this AGREEMENT at or prior to the CLOSING (considered collectively), and each of these covenants and obligations (considered individually), must have been performed and complied with in all material respects.

(b) BUYER must have delivered each of the documents required to be delivered by BUYER and must have made the cash payments required to be made by BUYER.

8.3. Additional Documents. BUYER must have caused the following documents to be delivered to SELLER:

(a) an opinion of Gebhardt & Smith, dated the CLOSING DATE, in the form and substance reasonably satisfactory to SELLER; and

(b) such other documents as SELLER may reasonably request for the purpose of (i) enabling their counsel to provide the opinion referred to in Section 7.4(a), (ii) evidencing the accuracy of any representation or warranty of BUYER, (iii) evidencing the performance by

BUYER of, or the compliance by BUYER with, any covenant or obligation required to be performed or complied with by BUYER, (iv) evidencing the satisfaction of any condition referred to in this Section 8, or (v) otherwise facilitating the consummation of any of the CONTEMPLATED TRANSACTIONS.

8.4. No Prohibition. Neither the consummation nor the performance of any of the CONTEMPLATED TRANSACTIONS will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause SELLER or any PERSON affiliated with SELLER to suffer any material adverse consequence under, (a) any applicable LEGAL REQUIREMENT or ORDER, or (b) any LEGAL REQUIREMENT or ORDER that has been published, introduced, or otherwise formally proposed by or before any GOVERNMENTAL BODY.

ARTICLE 9
TERMINATION

9.1. Termination Events. This AGREEMENT may, by notice given prior to or at the CLOSING, be terminated:

(a) by either BUYER or SELLER if a material BREACH of any provision of this AGREEMENT has been committed by the other party and such BREACH has not been waived or cured within five (5) days following notice of such BREACH;

(b) (i) by BUYER if any of the conditions in Section 7 has not been satisfied as of the CLOSING DATE or if satisfaction of such a condition is or becomes impossible (other than through the failure of BUYER to comply with its obligations under this AGREEMENT) and BUYER has not waived such condition on or before the CLOSING DATE; or (ii) by SELLER, if any of the conditions in Section 8 has not been satisfied of the CLOSING DATE or if satisfaction of such a condition is or becomes impossible (other than through the failure of SELLER to comply with their obligations under this AGREEMENT) and SELLER has not waived such condition on or before the CLOSING DATE;

(c) by mutual CONSENT of BUYER and SELLER; or

(d) by either BUYER or SELLER if the CLOSING has not occurred (other than through the failure of any party seeking to terminate this AGREEMENT to comply fully with its obligations under this AGREEMENT) on or before December 31, 1997, or such later date as the parties may agree upon.

9.2. Effect of Termination. Each party's right of termination under Section 9.1 is in addition to any other rights it may have under this AGREEMENT or otherwise, and the exercise of a right of termination will not be an election of remedies. If this AGREEMENT is terminated pursuant to Section 9.1, all further obligations of the parties under this AGREEMENT will

terminate, except that the obligations in Sections 11.1 and 11.3 will survive; provided, however, that if this AGREEMENT is terminated by a party because of the BREACH of the AGREEMENT by the other party or because one or more of the conditions to the terminating party's obligations under this AGREEMENT is not satisfied as a result of the other party's failure to comply with its obligations under this AGREEMENT, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 10
INDEMNIFICATION; REMEDIES

10.1. Survival; Right to Indemnification Not Affected by Knowledge. Subject to the time limitation of Section 10.5 of this AGREEMENT, all representations, warranties, covenants, and obligations in this AGREEMENT, the DISCLOSURE MEMORANDUM, the supplements to the DISCLOSURE MEMORANDUM, the SELLER's Closing Certificate delivered pursuant to Section 2.4, and any other certificate or document delivered pursuant to this AGREEMENT will survive the CLOSING. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of DAMAGES, or other remedy based on such representations, warranties, covenants, and obligations.

10.2. Indemnification and Payment of Damages by Seller. SELLER, jointly and severally, will indemnify and hold harmless each of the INDEMNIFIED PERSONS for, and will pay to the INDEMNIFIED PERSONS, any and all DAMAGES arising, directly or indirectly, from or in connection with:

(a) any BREACH of any representation or warranty made by SELLER in this AGREEMENT, the DISCLOSURE MEMORANDUM, the supplements to the DISCLOSURE MEMORANDUM, or any other certificate or document delivered by SELLER pursuant to this AGREEMENT;

(b) any BREACH by SELLER of any covenant or obligation of SELLER in this AGREEMENT;

(c) any product shipped or manufactured by, or any services provided by, any ACQUIRED COMPANY prior to the CLOSING DATE; or

(d) any claim by any PERSON for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such PERSON with SELLER or any ACQUIRED COMPANY (or any PERSON acting on their behalf) in connection with any of the CONTEMPLATED TRANSACTIONS.

The remedies provided in this Section 10.2 will not be exclusive of or limit any other remedies that may be available to BUYER or the other INDEMNIFIED PERSONS. Should an

INDEMNIFIED PERSON have a claim based on the uncollectibility of accounts receivable warranted under Section 3.8, or as to the quality or characteristics of inventory warranted under Section 3.9, as to which SELLER has made a payment to BUYER because the amount of all claims has exceeded the amount specified in Section 10.7, and if any of the accounts receivable giving rise to the claim are ever in fact collected (without imposing on the COMPANY any obligations regarding collection efforts or any obligation to apply payments to such accounts receivable in preference to other accounts receivable unless the customer has made a specific designation as to the application of payment), or if the inventory giving rise to the claim is ever used or sold by the COMPANY, the amount of the claim shall be reduced by the amount in fact collected or the amount of the claim attributable to the inventory used or sold by the COMPANY, or if the claim has been paid, the amount in fact collected or the amount of the claim pertaining to the inventory shall be remitted to SELLER by way of a promissory note in the amount collected or the amount of the claim pertaining to the inventory, bearing interest, having a maturity date, and on a form identical to that of the TERM PROMISSORY NOTE. SELLER shall be entitled to a written verification with reasonable supporting data from the COMPANY from time to time regarding the status of accounts receivable or inventory as to which a claim was made for a period of two (2) years after the date of the claim was made or paid, whichever is shorter.

10.3. Indemnification and Payment of Damages by Seller--Environmental Matters. In addition to the provisions of Section 10.2, SELLER will indemnify and hold harmless BUYER, the ACQUIRED COMPANIES, and the other INDEMNIFIED PERSONS for, and will pay to BUYER, the ACQUIRED COMPANIES, and the other INDEMNIFIED PERSONS the amount of, any DAMAGES (including the cost of any CLEANUP) arising, directly or indirectly, from or in connection with:

(a) any ENVIRONMENTAL, HEALTH, AND SAFETY LIABILITIES arising out of or relating to: (i) (A) the ownership, operation, or condition at any time on or prior to the CLOSING DATE of the FACILITIES or any other properties and assets (whether real, personal, or mixed and whether tangible or intangible) in which SELLER or any ACQUIRED COMPANY has or had an interest, or (B) any HAZARDOUS MATERIALS or other contaminants that were present on the FACILITIES or such other properties and assets at any time on or prior to the CLOSING DATE; or (ii) (A) any HAZARDOUS MATERIALS or other contaminants, wherever located, that were, or were allegedly, generated, transported, stored, treated, released, or otherwise handled by SELLER or any ACQUIRED COMPANY or by any other PERSON for whose conduct they are responsible at any time on or prior to the CLOSING DATE, or (B) any hazardous activities that were, or were allegedly, conducted by SELLER or any ACQUIRED COMPANY or by any other PERSON for whose conduct they are responsible; or

(b) any bodily injury (including illness, disability, and death, and regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any PERSON, including any employee or former employee of SELLER or any ACQUIRED COMPANY or any other PERSON for whose conduct they are or may be held responsible, in any way arising from or allegedly arising from any

hazardous activity conducted or allegedly conducted with respect to the FACILITIES or the operation of the ACQUIRED COMPANIES prior to the CLOSING DATE, or from HAZARDOUS MATERIAL that was (i) present or suspected to be present on or before the CLOSING DATE on or at the FACILITIES (or present or suspected to be present on any other property, if such HAZARDOUS MATERIAL emanated or allegedly emanated from any of the FACILITIES and was present or suspected to be present on any of the FACILITIES on or prior to the CLOSING DATE) or (ii) released or allegedly released by SELLER or any ACQUIRED COMPANY or any other PERSON for whose conduct they are or may be held responsible, at any time on or prior to the CLOSING DATE.

BUYER will be entitled to control, subject to reasonable input from, and deference to, SELLER, of any CLEANUP, any related PROCEEDING, and, except as provided in the following sentence, any other PROCEEDING with respect to which indemnity may be sought under this Section 10.3. The procedure described in Section 10.10 will apply to any claim solely for monetary DAMAGES relating to a matter covered by this Section 10.3. Anything to the contrary notwithstanding, the SELLER'S obligation of indemnification for environmental matters with respect to an act or omission by a PERSON other than the COMPANY shall be limited to the sum of Six Hundred Twenty-Five Thousand Dollars ($625,000.00), inclusive of costs of defense (including attorneys' fees).

10.4. Indemnification and Payment of Damages by Seller - Certain Litigation. In addition to the provisions of Section 10.2, SELLER will indemnify and hold harmless BUYER, the ACQUIRED COMPANIES, and the other INDEMNIFIED PERSONS for, and will pay to BUYER, the ACQUIRED COMPANIES, and the other INDEMNIFIED PERSONS the amount of any DAMAGES arising, directly or indirectly, from or in connection with any claims by (a) Alexis Rosado and persons related to him by blood or marriage (collectively, "ROSADO") arising from the acquisition by the SELLER of the COMPANY (or its corporate predecessor) and all transactions in connection with or related to such acquisition, including, but not limited to, those claims raised or pursued by ROSADO in litigation presently pending in the courts of the Commonwealth of Puerto Rico, and (b) a female employee of the COMPANY who filed suit in the Courts of the Commonwealth of Puerto Rico on or about December 20, 1997, alleging sexual harassment.

10.5. Indemnification and Payment of Damages by Buyer. BUYER will indemnify and hold harmless SELLER, and will pay to SELLER the amount of any DAMAGES arising, directly or indirectly, from or in connection with (a) any BREACH of any representation or warranty made by BUYER in this AGREEMENT or in any certificate delivered by BUYER pursuant to this AGREEMENT, (b) any BREACH by BUYER of any covenant or obligation of BUYER in this AGREEMENT, or (c) any claim by any PERSON for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such PERSON with BUYER (or any PERSON acting on its behalf) in connection with any of the CONTEMPLATED TRANSACTIONS, and (d) any ENVIRONMENTAL, HEALTH, AND SAFETY LIABILITIES, to the extent but only to the extent, arising out of or relating to the BUYER'S ownership or operation of the COMPANY following the CLOSING DATE.

10.6. Time Limitations. If the CLOSING occurs, SELLER will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the CLOSING DATE, other than those in Sections 3.3, 3.11, 3.13, and 3.19, unless on or before December 31, 1999, BUYER notifies SELLER of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by BUYER; a claim with respect to Section 3.3, 3.11, 3.13, or 3.19, or a claim for indemnification or reimbursement not based upon any representation or warranty or any covenant or obligation to be performed and complied with prior to the CLOSING DATE, may be made at any time. If the CLOSING occurs, BUYER will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the CLOSING DATE, unless on or before December 31, 1999, SELLER notifies BUYER of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by SELLER.

10.7. Limitations on Amount--Seller. SELLER will have no liability (for indemnification or otherwise) with respect to the matters described in clause (a), clause (b) or, to the extent relating to any failure to perform or comply prior to the CLOSING DATE, clause (c) of Section 10.2 until the total of all DAMAGES with respect to such matters exceeds $62,500 and then only for the amount by which such DAMAGES exceed $62,500. SELLER will have no liability (for indemnification or otherwise) with respect to the matters described in clause (d) of Section 10.2 until the total of all DAMAGES with respect to such matters exceeds $25,000, and then only for the amount by which such DAMAGES exceed $25,000. However, this Section 10.6 will not apply to any BREACH of any of SELLER's representations and warranties of which SELLER had KNOWLEDGE at any time prior to the date on which such representation and warranty is made or any intentional BREACH by SELLER of any covenant or obligation, and SELLER will be jointly and severally liable for all DAMAGES with respect to such BREACHES.

10.8. Limitations on Amount--Buyer. BUYER will have no liability (for indemnification or otherwise) with respect to the matters described in clause (a) or (b) of Section 10.5 until the total of all DAMAGES with respect to such matters exceeds $62,500, and then only for the amount by which such DAMAGES exceed $62,500. However, this Section 10.8 will not apply to any BREACH of any of BUYER's representations and warranties of which BUYER had KNOWLEDGE at any time prior to the date on which such representation and warranty is made or any intentional BREACH by BUYER of any covenant or obligation, or an obligation of BUYER to SELLER involving payment of the Purchase Price under Article 2, and BUYER will be liable for all DAMAGES with respect to such BREACHES.

10.9. Right of Set-off. Upon notice to SELLER specifying in reasonable detail the basis for such set-off, BUYER may set off any amount to which it may be entitled under this Section 10 against amounts otherwise payable under the TERM PROMISSORY NOTE. Neither the exercise of nor the failure to exercise such right of set-off will constitute an election of remedies or limit BUYER in any manner in the enforcement of any other remedies that may be available to it.

10.10. Procedure for Indemnification--Third Party Claims.

(a) Promptly after receipt by an indemnified party under Section 10.2, 10.4, 10.5, or (to the extent provided in the last sentence of Section 10.3) Section 10.3 of notice of the commencement of any PROCEEDING against it, such indemnified party will, if a claim is to be made against an indemnifying party under such Section, give notice to the indemnifying party of the commencement of such claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnifying party's failure to give such notice.

(b) If any PROCEEDING referred to in Section 10.10(a) is brought against an indemnified party and it gives notice to the indemnifying party of the commencement of such PROCEEDING, the indemnifying party will, unless the claim involves TAXES, be entitled to participate in such PROCEEDING and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such PROCEEDING and the indemnified party determines in reasonably good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such PROCEEDING and provide indemnification with respect to such PROCEEDING), to assume the defense of such PROCEEDING with counsel reasonably satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such PROCEEDING, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this Section 10 for any fees of other counsel or any other expenses with respect to the defense of such PROCEEDING, in each case subsequently incurred by the indemnified party in connection with the defense of such PROCEEDING, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a PROCEEDING, (i) it will be conclusively established for purposes of this AGREEMENT that the claims made in that PROCEEDING are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's CONSENT unless (A) there is no finding or admission of any violation of LEGAL REQUIREMENTS or any violation of the rights of any PERSON and no effect on any other claims that may be made against the indemnified party, and (B) the sole relief provided is monetary DAMAGES that are paid in full by the indemnifying party; and (iii) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its CONSENT. If notice is given to an indemnifying party of the commencement of any PROCEEDING and the indemnifying party does not, within ten days after the indemnified party's notice is given, give notice to the indemnified party of its election to assume the defense of such PROCEEDING, the indemnifying party will be bound by any determination made in such PROCEEDING or any compromise or settlement effected by the indemnified party.

(c) Notwithstanding the foregoing, if an indemnified party determines in reasonably good faith that there is a reasonable probability that a PROCEEDING may adversely affect it or its affiliates other than as a result of monetary DAMAGES for which it would be

entitled to indemnification under this AGREEMENT, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such PROCEEDING, but the indemnifying party will not be bound by any determination of a PROCEEDING so defended or any compromise or settlement effected without its CONSENT (which may not be unreasonably withheld).

(d) SELLER hereby gives its CONSENT to the non-exclusive jurisdiction of any court in which a PROCEEDING is brought against any Indemnified PERSON for purposes of any claim that an Indemnified PERSON may have under this AGREEMENT with respect to such PROCEEDING or the matters alleged therein, and agree that process may be served on SELLER with respect to such a claim anywhere in the world.

10.11. Procedure for Indemnification--Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

ARTICLE 11
GENERAL PROVISIONS

11.1. Expenses. Except as otherwise expressly provided in this AGREEMENT, each party to this AGREEMENT will bear its respective expenses incurred in connection with the preparation, execution, and performance of this AGREEMENT and the CONTEMPLATED TRANSACTIONS, including all fees and expenses of agents, REPRESENTATIVES, counsel, and accountants. in connection with this AGREEMENT and the CONTEMPLATED TRANSACTIONS. SELLER will cause the ACQUIRED COMPANIES not to incur any out-of-pocket expenses in a material amount in connection with this AGREEMENT. The COMPANY shall pay Twenty Thousand Dollars ($20,000.00) and the SELLER shall pay Four Thousand Dollars ($4,000.00) of the fees of Arthur Andersen, LLP in connection with the audit of the CLOSING BALANCE SHEET and will divide proportionately any fees of Arthur Andersen LLP above Twenty-Four Thousand Dollars ($24,000.00) proportionately. The SELLER shall reimburse the COMPANY for fifty percent (50%) of the Three Thousand Dollars ($3,000.00) fee to be paid by the COMPANY to the Office of Industrial Tax Exemption, Department of State, and Government of Puerto Rico in connection with the Application for Approval of Transfer of Control with respect to the COMPANY'S industrial tax exemption. In the event of termination of this AGREEMENT, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a BREACH of this AGREEMENT by another party.

11.2. Public Announcements. Any public announcement or similar publicity with respect to this AGREEMENT or the CONTEMPLATED TRANSACTIONS will be issued, if at all, at such time and in such manner as BUYER and SELLER mutually agree. Unless consented to by the other party in advance or required by LEGAL REQUIREMENTS, prior to the CLOSING the parties shall, and shall cause the ACQUIRED COMPANIES to, keep this AGREEMENT strictly confidential and may not make any disclosure of this AGREEMENT to any PERSON. SELLER

and BUYER will consult with each other concerning the means by which the ACQUIRED COMPANIES' employees, customers, and suppliers and others having dealings with the ACQUIRED COMPANIES will be informed of the CONTEMPLATED TRANSACTIONS, and BUYER and SELLER will have the right to be present for any such communication.

11.3. Confidentiality. Between the date of this AGREEMENT and the CLOSING DATE, BUYER and SELLER will maintain in confidence, and will cause the directors, officers, employees, agents, and advisors of BUYER and the ACQUIRED COMPANIES to maintain in confidence, and not use to the detriment of another party or an ACQUIRED COMPANY any written, oral, or other information obtained in confidence from another party or an ACQUIRED COMPANY in connection with this AGREEMENT or the CONTEMPLATED TRANSACTIONS, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any CONSENT or approval required for the consummation of the CONTEMPLATED TRANSACTIONS, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with legal PROCEEDINGS.

If the CONTEMPLATED TRANSACTIONS are not consummated, each party will return or destroy as much of such written information as the other party may reasonably request.

11.4. Notices. Any notice required or permitted by or in connection with this AGREEMENT shall be in writing and shall be made by facsimile (confirmed on the date the facsimile is sent by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express, or other similar overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the SELLER or the BUYER at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the SELLER or the BUYER. Notice shall be considered given as of the date of the facsimile or the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

If to the SELLER:

MENASHA CORPORATION
1645 Bergstrom Road
P.O. Box 367
Neenah, Wisconsin 54957-0367
Attention: William C. Griffith,
Vice President and Chief Financial Officer
Facsimile No.: 920-751-1877

with a courtesy copy to:

Glenn D. Holcombe,
Associate General Counsel
MENASHA CORPORATION
1645 Bergstrom Road
P.O. Box 367
Neenah, Wisconsin 54957-0367
Facsimile No.: 920-751-1904

If to the BUYER:

KOLLMAN GRAPHICS, INC.
1820 Portal Street
Baltimore, Maryland 21224
Attention: Nicholas J. Kollman, President
Facsimile No.: 410-633-3864

with a courtesy copy to:

Gebhardt & Smith
World Trade Center
401 East Pratt Street, 9th Floor
Baltimore, Maryland 21202
Attention: Lawrence J. Gebhardt, Esquire
Facsimile No.: 410-385-5119

The failure of the BUYER or SELLER to send the above courtesy copy shall not impair the effectiveness of notice given to the BUYER or SELLER in the manner provided herein.

11.5. Jurisdiction; Service of Process. Any action or PROCEEDING seeking to enforce any provision of, or based on any right arising out of, this AGREEMENT may be brought against any of the parties in the courts of the State of Maryland, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Maryland, and each of the parties CONSENTS to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or PROCEEDING and waives any objection to venue laid therein. Process in any action or PROCEEDING referred to in the preceding sentence may be served on any party anywhere in the world.

11.6. Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this AGREEMENT and the documents referred to in this AGREEMENT.

11.7. Waiver. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this AGREEMENT or the documents referred to in this AGREEMENT will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such

right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this AGREEMENT or the documents referred to in this AGREEMENT can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this AGREEMENT or the documents referred to in this AGREEMENT.

11.8. Entire Agreement and Modification. This AGREEMENT supersedes all prior agreements between the parties with respect to its subject matter (including the LETTER AGREEMENT) and constitutes (along with the documents referred to in this AGREEMENT) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This AGREEMENT may not be amended except by a written agreement executed by the party to be charged with the amendment.

11.9. Disclosure Memorandum.

(a) The disclosures in the DISCLOSURE MEMORANDUM, and those in any Supplement thereto, must relate only to the representations and warranties in the Section of the Agreement to which they expressly relate, except as cross-referenced to other warranties and representations of the Agreement or otherwise clearly brought to BUYER'S attention.

(b) In the event of any inconsistency between the statements in the body of this AGREEMENT and those in the DISCLOSURE MEMORANDUM (other than an exception expressly set forth as such in the DISCLOSURE MEMORANDUM with respect to a specifically identified representation or warranty), the statements in the body of this AGREEMENT will control.

11.10. Assignments, Successors, and No Third-Party Rights. Neither party may assign any of its rights under this AGREEMENT without the prior CONSENT of the other parties, which will not be unreasonably withheld, except that BUYER may assign any of its rights under this AGREEMENT to any SUBSIDIARY of BUYER or to the SENIOR LENDER (without requiring the SENIOR LENDER to assume any of the obligations of this AGREEMENT and SELLER may assign its rights under the TERM PROMISSORY NOTE and STOCK PLEDGE AGREEMENT II to a SUBSIDIARY of SELLER; provided, however, that the SUBSIDIARY shall not become a holder in due course with respect to the TERM PROMISSORY NOTE). Subject to the preceding sentence, this AGREEMENT will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this AGREEMENT will be construed to give any PERSON other than the parties to this AGREEMENT any legal or equitable right, remedy, or claim under or with respect to this AGREEMENT or any provision of this AGREEMENT. This AGREEMENT and all of its

provisions and conditions are for the sole and exclusive benefit of the parties to this AGREEMENT and their successors and assigns.

11.11. Severability. If any provision of this AGREEMENT is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this AGREEMENT will remain in full force and effect. Any provision of this AGREEMENT held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.12. Section Headings, Construction. The headings of Sections in this AGREEMENT are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this AGREEMENT. All words used in this AGREEMENT will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

11.13. Time of Essence. With regard to all dates and time periods set forth or referred to in this AGREEMENT, time is of the essence.

11.14. Governing Law. This AGREEMENT will be governed by the laws of the State of Maryland without regard to conflicts of laws principles.

11.15. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed to be an original copy of this AGREEMENT and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this AGREEMENT as of the date first written above.

WITNESS/ATTEST:

Christine M Wassmann

SELLER:

MENASHA CORPORATION,
A Wisconsin Corporation

By: William C Griffith (SEAL)
William C. Griffith, Vice President and
Chief Financial Officer
Date: December 30, 1997

BUYER:

KOLLMAN GRAPHICS, INC.,
A Maryland Corporation

Christine M Warmann

By: Nicholas J Kollman (SEAL)
Nicholas J. Kollman, President
Date: December _____, 1997

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 30th day of December 1997 before me, the undersigned Notary Public of the State of Maryland, personally appeared William C. Griffith, and acknowledged himself to be the Vice President and Chief Financial Officer of MENASHA CORPORATION, a Wisconsin corporation, and that he, as such Vice President and Chief Financial Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of MENASHA CORPORATION by himself as Vice President and Chief Financial Officer.

IN WITNESS MY Hand and Notarial Seal.

Christine M Warmann (SEAL)
NOTARY PUBLIC
My Commission expires: 5-1-99

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 30th day of December 1997 before me, the undersigned Notary Public of the State of Maryland, personally appeared Nicholas J. Kollman and acknowledged himself to be the President of KOLLMAN GRAPHICS, INC., a Maryland corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of KOLLMAN GRAPHICS, INC. by himself as President.

IN WITNESS MY Hand and Notarial Seal.

Christine M Warmann (SEAL)
NOTARY PUBLIC
My Commission expires: 5-1-99

Stock Purchase Agreement
Disclosure Memorandum

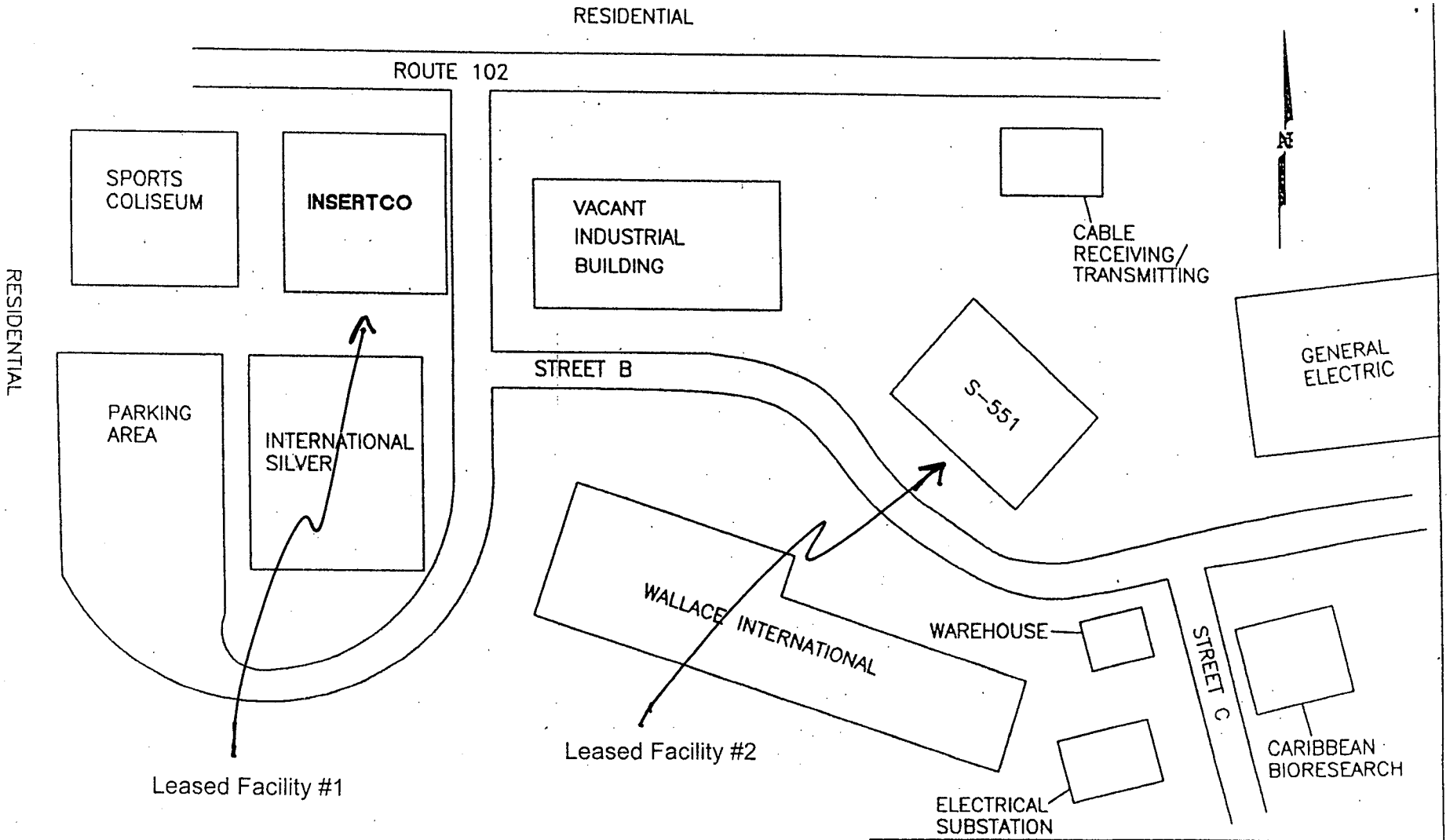
Tab No.			
1	Section 3.1.	-	List of Jurisdictions Company Authorized to do Business
2	Section 3.2.	-	Exceptions to Authority; Required Consents
3	Section 3.6.	-	List of Leaseholds and Real Property
4	Section 3.11. (a)	-	Tax Returns
5	Section 3.11.(b)	-	Tax Audits
6	Section 3.11.(c)	-	Liabilities Not Reflected on Books
7	Section 3.11.(d)	-	Tax, Other
8	Section 3.13.(a)	-	Company Plans, Other Benefit Obligations
9	Section 3.13.(b)	-	ERISA Affiliates
10	Section 3.13.(c)	-	Multi-Employer Plan
11	Section 3.13.(d)	-	Post-Retirement Benefits
12	Section 3.13.(e)	-	Financial Cost of Employee Plans
13	Section 3.13.(f)	-	Employee Plans
14	Section 3.13.(g)	-	Benefit Representations
15	Section 3.14.(a)	-	Exceptions to Legal Requirement Compliance
16	Section 3.14.(b)	-	Government Authorizations
17	Section 3.15.(a)	-	Legal Proceedings
18	Section 3.15.(b)	-	Court Order(s) or Order(s) from any Administrative Agency

19	Section 3.15.(c)	-	Compliance with Court Order(s) or Order(s) from any Administrative Agency
20	Section 3.16.(a-j)	-	Changes to Company Since August 31, 1997 Balance Sheet
21	Section 3.17.	-	Contracts of Company
22	Section 3.18.	-	Insurance
23	Section 3.19.	-	Environmental
24	Section 3.20.(a)	-	Employees
25	Section 3.20.(c)	-	Retired Employees / Directors
26	Section 3.22.	-	Intellectual Property
27	Section 3.22.(b)(ii)	-	Contracts Assigning Rights to Any Inventions, Improvements, Discoveries or Information
28	Section 3.25.	-	Relationships with Related Persons
29	Section 4.2	-	Required Consents

SECTION 3.19

Exceptions to Environmental Compliance

None



ESE Environmental Science & Engineering, Inc.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

INSERTCO
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 2

SITE VICINITY MAP

DRAWING NAME: VCTYMAP.DWG			FILE NUMBER: 559-5023
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBG	DATE: 2/23/95

Schedule 3.12.(c)

Real Property Leases

LEASE - INCLUDED

A.R.
KAK

Law Office
Lcdo. Tomas E. Vivoni
Abogado-Notario

P.O. BOX 321
JOSE JULIAN ACOSTA #21
SAN GERMAN, PUERTO RICO 00683

TEL. (809) 892-1940
FAX (809) 264-3130

COVER SHEET

SENDERS NAME	Lcdo. T. Vivoni
ATTENTION	Julie P. Massey - Menasha Corp.
SUBJECTS	Your Request of March 1 - 1995
DATE	March 2 - 1995
NO. OF PAGES INCLUDING COVER SHEET	27
COMMENTS	Dear Mr. Massey 414-751-1050 I have pleasure to include a copy of existing lease and amendments duly executed of Inserlio's premises. Yours truly [signature]

XT/L

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY
G.P.O. BOX 2350
SAN JUAN, PUERTO RICO 00936

LEASE CONTRACT

PROJECT # S-0113-0-52
LOCATION: SAN GERMAN, P.R.

THIS AGREEMENT ENTERED into on April 23, 1987. by: AS "LANDLORD", THE PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY, AND AS "TENANT", INSERT CORPORATION OF P.R. (INSERTCO) INC.

WITNESSETH

WHEREAS, LANDLORD is the owner of a certain landsite and building, identified in the Epigraph, hereinafter referred to as the Premises.

WHEREAS, LANDLORD has agreed to lease to TENANT, and TENANT has agreed to hire from LANDLORD the Premises.

NOW THEREFORE, in consideration of the foregoing premises, the parties herein agree on this Lease subject to the following:

TERMS AND CONDITIONS

ONE: LANDLORD hereby demises and lets unto TENANT, and TENANT hereby leases from LANDLORD the Premises which are fully described in Schedule "A" hereto annexed and made a part hereof.

The Premises are subject to the encumbrances, liens and/or restrictions, if any, that may appear from said Schedule "A". Furthermore, the air rights of the Premises, are excepted and reserved to LANDLORD.

TWO: The Premises shall be used and occupied exclusively in the manufacture of printed materials (Sic. 02752)

THREE: TENANT shall hold the Premises for a period of ten (10) years to commence on May 1, 1987 or on delivery of the Premises, whichever date occurs first.

FOUR: TENANT shall pay to LANDLORD, an annual rental of $ -------- per square foot of gross building area during the first sixty (60) months of the term of this Lease and of $ --------- per square foot of gross building area during the last sixty (60) month. This rental shall be paid in equal monthly installments.----------
----------(SEE CLAUSE FIFTY)----------
$ ---------- for the first sixty (60) months and of
$ ---------- for the last sixty (60) months.

The monthly installments for rent specified herein, shall be paid in advance on the first day of each month at LANDLORD'S office*(1) or at any other place that LANDLORD may notify. In the event that the

*(1) by mail

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date of commencement does not fall on the first of the month, TENANT, further agrees to pay the first partial monthly installments, prior to, or on the date of commencement. 4-23-87 #1,718.20 ap-119525 Rodriguez

FIVE: Simultaneously herewith TENANT shall deposit with LANDLORD the amount of $ 1,718.20--------- in Certified Check.

This deposit shall guarantee the fulfillment by TENANT of its obligations, under this Contract, particularly, but not limited to, the payment of rent and the return of the Premises in proper condition at the termination of this Lease. On said termination, if TENANT is not in default of any of the terms and conditions of this Contract, LANDLORD will return to TENANT the sum of money, if any, held pursuant to this provision.

SIX: TENANT agrees to have on the date of commencement of the term of this Lease a capitalization of $288,297.00.

Likewise TENANT agrees to install within six (6) months from the same date manufacturing machinery and equipment with a value of at least $ 297,729.00.

This shall not include the cost of transportation and installation thereof, nor its ordinary depreciation after installation; and within eighteen (18) months from the date of commencement of the term, to employ a minimum of ---------- Sixty (60)---------- production workers.*(1)

a.r. The aforementioned levels, shall be maintained throughout the term of this Lease or any extension thereof.

SEVEN: All notices, demands, approvals, consents and/or communications herein required or permitted shall be in writing. If by mail should be certified and to the following addresses, to LANDLORD: G.P.O. Box 2350, San Juan, Puerto Rico 00936. To TENANT:

Mr. Alexis Rosado Díaz
President
P.O. Box 513
San Germán, Puerto Rico 00753
Telf- 892-4586 and 892-1268

EIGHT: Net Lease - This Lease shall be interpreted as a net lease; it being the exclusive responsibility of TENANT to pay for all operating expenses, utilities, maintenance, expenses, insurance, taxes or any other cost, expenses or charges of any nature not specifically assumed by LANDLORD hereunder.

NINE: Warranty as to use - LANDLORD does hereby warrant that at the time of the commencement of the term of this Lease, the Premises may be used by TENANT for the manufacturing purposes herein intended which are deemed consistent with the design and construction in accordance with the corresponding plans and specifications.

TEN: Alterations - TENANT shall make no alterations, additions or improvements to the Premises without the prior consent of LANDLORD**(2) and all such alterations, additions or improvements made by or for

a.r. *(1) subject to the provisions of Article 25 of this Contract.
**(2) which consent shall not be unreasonably withheld.

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TENANT, shall be at TENANT'S own cost and expenses and shall, when made, be the property of LANDLORD without additional consideration and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease, subject to any right of LANDLORD to require removal or to remove as provided for hereinafter.

In the event TENANT asks for LANDLORD'S consent for any alteration; LANDLORD may at its option, require TENANT to submit plans and specifications for said alteration. Before commencing any such work, said plans and specifications, if required, shall be filed with and approved by all governmental agencies having jurisdiction thereof, and the consent of any mortgagee having any interest in or lien upon this Lease shall be procured by TENANT and delivered to LANDLORD if required by the term of the mortgage.

Before commencing any such work, TENANT shall at TENANT'S own cost and expense, deliver to LANDLORD a General Accident Liability Policy more particularly described in Article THIRTY (30) hereof, but said policy shall recite and refer to such work, and in addition thereto, if the estimated cost of such work is more than FIVE THOUSAND DOLLARS ($5,000.00), TENANT shall, at TENANT'S own cost and expense, deliver to LANDLORD a surety bond, or a performance bond from a company acceptable to LANDLORD, or a similar bond or other security satisfactory to LANDLORD, in an amount equal to the estimated cost of such work, guaranteeing the completion of such work within a reasonable time, due regard being had to conditions, free and clear of materialmen liens, mechanics liens or any other kind of lien, encumbrances, chattel mortgages and conditional bills of sale and in accordance with said plans and specifications submitted to and approved by LANDLORD. At LANDLORD'S option TENANT shall provide a blanket written guarantee in an amount sufficient to satisfy LANDLORD as to all alterations, changes, additions and improvements to the Premises in lieu of separate guarantees for each such project.

TENANT shall pay the increased premium, if any, charged by the insurance companies carrying insurance policies on said building, to cover the additional risk during the course of such work.

ELEVEN: Power Substation - If required by TENANT'S operations, TENANT shall, at its own cost and expenses, construct and/or install a power substation and connect it to the PUERTO RICO ELECTRICAL POWER AUTHORITY (PREPA) distribution lines, for voltages up to 13.2 KV; and to PREPA transmission lines for voltage of 38 KV, all in conformity with PREPA'S requirements. Such construction shall, in no event, be undertaken by TENANT until after LANDLORD has approved the location thereof, as well as the routing of the power line extension.

TWELVE: Repairs and Maintenance - TENANT shall, at TENANT'S own cost and expense, put, keep and maintain in thorough repair and good order and safe condition the building and improvements standing upon

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the Premises at the commencement of the term hereof or thereafter erected upon the Premises, or forming part of the Premises, and their full equipment and appurtenances, the sidewalk areas, sidewalk hoists, railings, gutters, curbs and the like in from of the adjacent to the Premises, and each and every part thereof, both inside and outside, extraordinary and ordinary, and shall repair the whole and each and every part thereof in order to keep the same at all times during the term hereof in thorough repair and good order and safe conditions, whenever the necessity or desirability therefor may occur, and whether or not the same shall occur, in whole or in part, by wear, tear, obsolescence or defects, and shall use all reasonable precautions to prevent waste, damage or injury, except as provided hereinafter.

LANDLORD and not TENANT, shall be responsible for and shall promptly correct any defects in the building on the Premises which are due to faulty design, or to errors of construction not apparent at the time the Premises were inspected by TENANT for purposes of occupancy by TENANT; this shall not be interpreted to relieve TENANT of any responsibility or liability herein otherwise provided, including among others, for structural failure due to the fault or negligence of TENANT.

TENANT shall also, at TENANT'S own cost and expense, maintain the landsite in throughly clean condition; free from solid waste (which includes liquid and gaseous as defined by the Resource Conservation and Recovery Act), rubbish, garbage and other obstructions. Specifically, TENANT shall not use said landsite, nor permit it to be used, as a deposit or as dump for raw materials, waste materials, hazardous, toxic or non-toxic substances, or substances of whichever nature. TENANT shall neither make any excavation for the purpose of storing, putting away and/or concealing raw materials or waste materials of any kind. Underground storage of hazardous and/or toxic substances is specifically prohibited.

TENANT shall not do or cause to be done, nor permit on the Premises anything deemed extra hazardous, nor shall it store in the Premises flamable or toxic products or any class or kind without taking the proper precautions and complying with applicable laws and regulations.

In case TENANT needs to store in the landsite raw materials of a hazardous and/or toxic nature or hazardous and/or toxic wastes, TENANT shall notify LANDLORD and secure its prior authorization. LANDLORD shall be furnished with a copy of any permit issued for such storage.

Although it is not intended that TENANT shall be responsible for any decrease in value of the Premises due to the mere passing of time, or for ordinary wear and tear of surfaces and other structural members of the building, nevertheless TENANT shall: (i) replace, with

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like kind and quality, doors, windows; electrical, sanitary and plumbing, fixtures; building equipment and/or other facilities or fixtures in the Premises which through TENANT'S use, fault or negligence, become too worn out to repair during the life of this Lease, (ii) paint the property inside and outside as required.

In addition to the foregoing, TENANT shall indemnify and hold LANDLORD harmless from and against any and all cost, expenses, claims, losses, damages, or penalties, including counsel fees, because of or due to TENANT'S failure to comply with the foregoing, and TENANT shall not call upon LANDLORD for any disbursement or outlay of money whatsoever, and hereby expressly releases and discharges LANDLORD of and from any liability or responsibility whatsoever in connection therewith.

THIRTEEN: Roof Care - TENANT, without the prior consent of LANDLORD, shall not: (i) erect or cause to be erected on the roof any bill board, aerial, sign, or structure of any kind, (ii) place any fixture, equipment or any other load over the roof, (iii) drill any hole on the roof for whichever purpose, (iv) use the roof for storage, nor (v) correct any leaks whatsoever, this being LANDLORD'S sole responsibility. Furthermore, TENANT shall take all reasonable precautions to insure that the drainage facilities of the roof are not clogged and are in good and operable conditions at all times.

FOURTEEN: Floor Loads - TENANT hereby acknowledges that it has been informed by LANDLORD that the maximum floor load of the Premises herein demised is 150 pounds per sq. ft. Therefore, TENANT hereby agrees that in the event the load of the machinery and equipment to be installed thereat exceeds such maximum load, it shall, at its own cost and expense, carry out any improvements to the floor of the Premises which may be necessary to support such additional load; it being further agreed and understood that construction and/or installation of such improvements shall not be commenced until after LANDLORD'S approval of the plans to be prepared therefor by TENANT and thereafter, after completion of construction and/or installation of said facilities, they shall be deemed covered by and subject to the applicable provisions of this Contract; it being further specifically agreed and understood that upon termination of this Lease, such facilities shall be removed by TENANT, at its own cost and expense, or in the alternative, and upon request by LANDLORD, they shall remain as part of the Premises with no right whatsoever on the part of TENANT to be reimbursed and/or compensated therefor.

FIFTEEN: Fixtures - TENANT shall not affix to the ceiling, nor to its supporting joists or columns, nor to any of its walls, any air conditioning unit, nor any other fixture, without the prior consent of LANDLORD.*(1)

SIXTEEN: Environmental Protection and Compliance - TENANT agrees, as a condition hereof, that it will not discharge its solid,

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*(1) except for fixtures or air conditioning units previously installed at present on the property.

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liquid or gaseous industrial and/or sanitary effluent or discharges, either into the sewer system and/or into any other place until after required authorization therefor has been obtained from the Puerto Rico Aqueduct and Sewer Authority, and/or the Department of Health of Puerto Rico and/or Environmental Quality Board, and/or any other governmental agency having jurisdiction thereof and TENANT further agrees and undertakes to treat any such effluent, prior to discharge thereof as required by the said Authority, Department, and/or governmental agency with jurisdiction, and/or to install any equipment or system required, and to fully abide by and comply with any and all requisites imposed thereby, and upon request by LANDLORD to submit evidence of such compliance; it being agreed that non-compliance thereof by TENANT for a period of ninety (90) days after notice, shall be deemed an additional event of default under the provisions hereof. Provided, that no construction and/or installation shall be made until LANDLORD has approved of it.

TENANT shall also, at TENANT'S own cost and expense, construct and maintain the Premises, processes and/or operating procedures in compliance with the terms, conditions and commitments specified in any Environmental Impact Statement, Environmental Assessment or any other analogous document produced by the Commonwealth of Puerto Rico Economic Development Administration/LANDLORD as lead agency/ or by any other governmental agency in connection with the approval of the project.

TENANT shall also serve LANDLORD with a copy of any lawsuit, notice of violation, order to show cause or any other regulatory or legal action against TENANT in any environmentally-related case or issue.

TENANT shall also serve LANDLORD with a copy of any permit granted to TENANT for air emissions, water discharge, solid waste generation, storage, treatment and/or disposal, and for any hazardous and/or toxic waste raw materials or by-products used or generated, stored, treated and/or disposed.

TENANT shall also serve LANDLORD with a copy of any filing or notification to be filed by TENANT with any regulatory agency or any environmentally related case or issue, specially in any situation involving underground or surface water pollution, hazardous and/or toxic waste spillage and ground contamination. The notification to LANDLORD shall take place not later than the actual filing of the pertinent documents with the regulatory agency.

SEVENTEEN: Improper Use - TENANT, during the term of this Lease and of any renewal or extension thereof, agrees not to use or keep or allow the leased Premises or any portion thereof to be used or occupied for any unlawful purpose or in violation of this Lease or of any certificate of occupancy or certificate of compliance covering or affecting the use of the Premises or any portion thereof, and will not

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suffer any act to be done or any condition to exist on the Premises or any portion thereof, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force on the leased Premises.

EIGHTEEN: Government Regulations - TENANT agrees and undertakes to abide by and comply with any and all rules, regulations and requisites of the Planning Board of Puerto Rico, the Department of Health, the Environmental Quality Board, the Environmental Protection Agency (EPA), where applicable and/or of any other governmental agency, having jurisdiction thereon applicable to TENANT'S operations at the Premises and/or products to be manufactured thereat, and if requested by LANDLORD, TENANT shall submit evidence of such compliance; it being agreed and understood that noncompliance with any and all such rules, regulations and requisites shall be deemed an additional event of default under the provisions of this Contract, unless remedied within thirty (30) days after receipt of notice thereof.

Any and all improvements to the Premises required by any governmental agency, having jurisdiction thereon so as to perform TENANT'S operations in accordance with the regulations and requisites thereof, shall be at TENANT'S own cost and expense, except for any improvements that may be required as a result of any violation by LANDLORD that may exist at the effective date hereof other than violations caused by TENANT or TENANT'S agents.

TENANT further agrees and undertakes to install in the Premises, at its own cost and expense, such devices as may be necessary to prevent that any hazard, which may be caused or created by its operations may affect the environmental integrity of the landsite or may affect or cause any nuisance to adjacent tenants and/or the community in general; it being agreed and understood that creating or causing any such nuisance, shall be deemed an additional event of default under the provisions of this Contract.

TENANT further agrees and undertakes to abide by and comply with any and all rules, regulations and requisites of the Fire Department relative to the use and storage of raw materials, finished products and/or inflammable materials, and/or of any other governmental agency, having jurisdiction thereon, applicable to TENANT'S operations at the Premises, and if requested by LANDLORD, shall submit evidence of such compliance; it being agreed and understood that noncompliance by TENANT with any of the aforementioned rules, regulations and requisites shall be deemed, in each of such cases, an additional event of default under the provisions of this Contract unless remedied within thirty (30) days after receipt of notice thereof.

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If as a consequence of the foregoing provisions, TENANT needs to make alterations to the Premises, the same shall be done subject to the provisions of Article TEN thereof.

NINETEEN: Use Permit - TENANT agrees to abide by and comply with any and all conditions and requisites included in the Use Permit which may be issued by the Puerto Rico Permits and Regulations Administration (ARPE), and, if requested by LANDLORD, shall submit evidence of such compliance; it being agreed and understood that noncompliance by TENANT with any and all such conditions and requisites and/or the cancellation of the said Use Permit shall, in each of such cases, be deemed an additional event of default under the provisions of this Contract.

TWENTY: Inspection - TENANT shall permit LANDLORD or LANDLORD'S agents to enter the Premises at all reasonable times for the purpose of inspecting the same, or of making repairs that TENANT has neglected or refused to make as required by the terms, covenants and conditions of this Lease, and also for the purpose of showing the Premises to persons wishing to purchase the same, and during the year next preceding the expiration of this Lease, shall permit inspection thereof by or on behalf of prospective tenants. If, at a reasonable time, admission to the Premises for the purposes aforesaid cannot be obtained, or if at any time an entry shall be deemed necessary for the inspection or protection of the property, or for making any repairs, whether for the benefit of TENANT or LANDLORD, LANDLORD'S agents or representatives may enter the Premises by force, or otherwise, without rendering LANDLORD, or LANDLORD'S agents or representatives liable to any claim or cause of action or damage by reason thereof, and accomplish such purpose.

The provisions contained in this Article are not to be construed as an increase of LANDLORD'S obligations under this Lease; it being expressly agreed that the right and authority hereby reserved does not impose, nor does LANDLORD assume, by reason thereof, any responsibility or liability whatsoever for the repair, care or supervision of the Premises, or any building, equipment or appurtenance on the Premises.

TWENTY ONE: LANDLORD'S entry for repairs and alterations - LANDLORD reserves the right to make such repairs, changes alterations, additions or improvements in or to any portion of the building and the fixtures and equipment which are reputed part thereof as it may deem necessary or desirable and for the purpose of making the same, to use the street entrances, halls, stairs and elevators of the building provided that there be no unnecessary obstruction of TENANT'S right of entry to and peaceful enjoyment of the Premises, and TENANT shall make no claim for rent abatement compensation or damages against LANDLORD by reason of any inconvenience or annoyance arising therefrom.

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TWENTY TWO: LANDLORD excused in certain instances - If, by reason of inability to obtain and utilize labor, materials or supplies, or by reason of circumstances directly or indirectly the result of any state of war, or of emergency duly proclaimed by the corresponding governmental authority, or by reason of any laws, rules orders, regulations or requirements of any governmental authority now or hereafter in force or by reason of strikes or riots, or by reason of accidents, in damage to or the making of repairs, replacements or improvements to the building or any of the equipment thereof, or by reason of any other cause reasonable beyond the control of LANDLORD, LANDLORD shall be unable to perform or shall be delayed in the performance of any covenant to supply any service, such non-performance or delay in performance shall not be grounds for any claim against LANDLORD for damages or constitute a total or partial eviction, constructive or otherwise. It being agreed and understood that the time for completion of any such construction, shall be extended for a period of time equal to the number of days of any such delay.

TWENTY THREE: Quiet Enjoyment - TENANT on paying the full rent and keeping and performing the conditions and covenants herein contained, shall and may peaceably and quietly enjoy the Premises for the term aforesaid, subject, however, to the terms of this Lease and to the mortgages hereinafter mentioned.

TWENTY FOUR: Leasehold Improvements - If leasehold improvements made by or for the benefit of TENANT in the Premises at its request or other personal property of TENANT are assessable or taxable and a tax liability is imposed to TENANT or LANDLORD, it is understood that it shall be the sole responsibility of TENANT to pay such taxes and in no event shall such taxes be the liability of or be transferable to LANDLORD. In the event that by operation of law, such taxes became a liability of LANDLORD, TENANT shall pay such taxes as they become due and payable and shall promptly reimburse LANDLORD for any payments or expenses incurred or disbursed by LANDLORD by reasons of any such assessment. Said amount shall be due and payable, as additional rent, with the next installment of rent. In the event that TENANT fails to make this payment when due, it shall be subject to the provisions of Article THIRTY SEVEN hereof.

TWENTY FIVE: Stoppage of Operations - It is understood by the parties hereto that this Lease is made by LANDLORD in furtherance of the industrialization plans of the Commonwealth of Puerto Rico, and it is accordingly understood that TENANT will use all reasonable efforts while this Lease is in effect to maintain a manufacturing operation upon the Premises, but nothing contained in this paragraph shall be deemed to require TENANT to maintain such an operation otherwise than in accordance with sound principles of business management, or (without limiting the generality of the foregoing) to prevent TENANT

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from curtailing such operation or from shutting it down, whenever and as often as TENANT may, in the exercise of sound business judgment, deem such action advisable. However, TENANT shall give to LANDLORD notice of any necessary or convenient curtailment and/or shut-down, at least seven (7) days prior to the date fixed therefor except in cases of an emergency shut-down, in which case such notice shall be given at the earliest possible time. No curtailment of operations or shut-down in accordance with the provisions of this paragraph shall constitute a default under the provisions of this Contract which will enable LANDLORD to terminate it, unless such plants shall have been shut-down for a period of six (6) consecutive months. A shut-down on account of unforseeable event or events which although foreseeable could not be prevented, shall not constitute a breach of this agreement. Nothing in this paragraph contained shall relieve TENANT from the payment of rent during the period of any shut-down or curtailments of operations.

TWENTY SIX: Assignment and Subletting - TENANT shall not assign, this Lease nor let or sublet the Premises or any part thereof except to its parent company, to a wholly owned subsidiary, to an affiliate of TENANT, wholly owned by TENANT'S parent company or to a corporation to be organized by TENANT. In any of these cases, TENANT shall promptly notify LANDLORD of said assignment or subletting, it being agreed and understood that no such assignment or subletting shall: (i) reduce or, in any way, affect the obligations of TENANT under this Lease, nor (ii) release TENANT from liability under this Lease.

TWENTY SEVEN: Successors in Interest - This Lease Contract and every provision thereof, shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties. However, the term "LANDLORD", as used in this Contract, so far as any covenants or obligations on the part of LANDLORD under this Lease are concerned, shall be limited to mean and include only the owner or lessor, at the time in question, of the Premises, so that in the event hereafter of a transfer of the title to the Premises, whether any such transfer be voluntary or by operation of law or otherwise, the person, natural or juridical, by whom any such transfer is made, shall be and hereby is entirely freed and relieved of all personal liability as respects the performance of the covenants and obligations of LANDLORD under this Lease from and after the date of such transfer.

TWENTY EIGHT: No Representation by LANDLORD - LANDLORD, LANDLORD'S agents or employees, or the agents, executives or employees of the Economic Development Administration, have made no representations or promises with respect to the Premises except as herein expressly set forth and no rights, easements or licenses are acquired by TENANT by implication or otherwise except as expressly set forth in the provisions of this Contract. The taking possession of the Premises by TENANT, shall be conclusive evidence, as against TENANT, that TENANT accepts same "AS IS" and that said Premises,

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particularly the building which forms a part of the same, were in good and satisfactory condition at the time such possession was so taken.

TWENTY NINE: Damages - LANDLORD shall not be responsible for any latent defect or change of conditions in the Premises resulting in damage to the same, or the property or person therein, except to the extent of LANDLORD'S gross negligence, and provided such claims or loss is not covered by insurance herein required from TENANT. TENANT shall promptly notify LANDLORD of any damage to or defects in the Premises, particularly in any part of the building's sanitary, electrical, air conditioning or other systems located in or passing through the Premises, and the damage or defective conditions, subject to the provisions of Article TWENTY ONE hereof, shall be remedied by LANDLORD with reasonable diligence.

THIRTY: General Liability Insurance - TENANT shall indemnify, hold harmless and defend LANDLORD and agents, servants and employees of LANDLORD against and from any and all liability, fines, suits, claims, demands, expenses, including attorneys' fees, and actions of any kind or nature arising by reason of injury to person or property including the loss of use resulting thereof or, violation of law occurring in the Premises occasioned in whole or in part by any negligent act or omission on the part of TENANT or an employee (whether or not acting within the scope of his employment), servant, agent, licensee, visitor, assignor or undertenant of TENANT, or by any neglectful use or occupancy of the Premises or any breach, violation or non-performance of any covenant in this Lease on the part of TENANT to be observed or performed.

Pursuant to the foregoing, TENANT shall, maintain during the term of this Lease, at its own cost and expense, a comprehensive General Liability Policy. Said policy shall: (i) be for a combined single limit of no less than $500,000.00 per accident, (ii) hold LANDLORD harmless against any and all liability as hereinbefore stated, and (iii) the care, custody & control exclusion shall be deleted from this coverage. LANDLORD may require additional reasonable limits of public liability insurance and coverages, when changing circumstances so require.

THIRTY ONE: Property Insurance - TENANT recognizes that the rent provided for herein does not include any element to indemnify, repair, replace or make whole TENANT, his employees, servants, agents, licensees, visitors, assignees, or undertenant for any loss or damage to any property or injury to any person in the Premises.

Accordingly, during the term of this Lease, TENANT shall keep the building standing upon the Premises at the commencement of the term hereof or thereafter erected upon the Premises, including all equipment appurtenant to the Premises and all alterations, changes, additions and improvements, insured for the benefit of LANDLORD and TENANT, as their respective interests may appear, in an amount at

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least equal to the percentages stated below (as LANDLORD may from time to time determine). The basis of the Property Insurance shall be Replacement Cost and the coverage an "All Risks" Property Insurance Policy. Coverages included in the All Risks Form:

1. Fire - "Building & Contents Form"
   (a) Building - 100% of insurable value exclusive of foundations
   (b) Contents - All equipment appurtenant to the Premises (State value of Policy)
2. Additional Coverages under the Fire Policy
   (a) Extended Coverage Endorsement - 100% of insurable value exclusive of foundations
   (b) Earthquake - 50% of insurable value including foundations
   (c) Vandalism and Malicious Mischief Endorsement
   (d) Improvements and Betterments - For all alterations, changes, additions and improvements
3. Landsite and Flood whenever applicable and/or necessary
4. Boiler and Machinery (if any) - 100% of insurable value
5. Pollution Liability Policy - if necessary.

THIRTY TWO: Multifactory Building Specific Provisions - In the event that the Premises constitute a section or sections of an industrial building and landsite in which other operations are conducted by other TENANTS: (i) the insurance coverage herein required, shall be acquired by LANDLORD for the whole of the industrial building and TENANT shall reimburse LANDLORD, for its proportionate share in the total cost of said policies, (ii) if, because of anything done, caused or permitted to be done, permitted or omitted by TENANT, the premium rate for any kind of insurance affecting the Premises shall be increased, TENANT shall pay to LANDLORD the additional amount which LANDLORD may be thereby obligated to pay for such insurance, and if LANDLORD shall demand that TENANT remedy the conditions which caused the increase in the insurance premiums rate, TENANT will remedy such conditions within five (5) days after such demand, and (iii) the insurance policies required in the preceding Articles 30- & 31 shall be endorsed to include a waiver of subrogation against TENANT. All amounts to be reimbursed by TENANT under this Article, shall be due and payable, as additional rent, with the next installment of rent. In the event that TENANT fails to make this payment, when due, it shall be subject to the provisions of Article THIRTY SEVEN hereof.

THIRTY THREE: Additional Insurance Provisions - All the insurance policies herein required from TENANT, shall be taken in form and substance acceptable to LANDLORD with Insurance Companies duly authorized to do business in Puerto Rico, having an "A" and/or a higher financial rating according to Best's Insurance Report; and

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shall include LANDLORD as an additional insured. TENANT shall instruct the corresponding insurer to deliver such policies or certified copies or Certificates of Insurance, in lieu thereof, directly to LANDLORD. LANDLORD reserves the right not to deliver possession of the Premises to TENANT, unless, and until two (2) days after such original policies, or certified copies or certificates have been deposited with LANDLORD.

Furthermore, said policies, shall: (i) provide that they may not be cancelled by the insurer for nonpayment of premium or otherwise, until at least thirty (30) days after service of notice by registered or certified mail of the proposed cancellation upon LANDLORD, and (ii) be promptly renewed by TENANT upon expiration and TENANT shall, within thirty (30) days after such renewal, deliver to LANDLORD adequate evidence of the payment of premiums thereon. If such premiums or any of them shall not be so paid, LANDLORD may procure the same in the manner set forth for governmental agencies, and TENANT shall reimburse LANDLORD any amount so paid. This reimbursement shall be due and payable with the next installment of rent. In the event that TENANT fails to make this payment when due, it shall be subject to the provisions of Article THIRTY SEVEN hereof. It is expressly agreed and understood, that payment by LANDLORD of any such premiums shall not be deemed to waive or release the default in the payment thereof by TENANT nor the right of LANDLORD to take such action as may be available hereunder as in the case of default in the payment of rent.

Upon the commencement of the term hereof, TENANT shall pay to LANDLORD the apportioned unearned premiums on all such policies of insurance then carried by LANDLORD in respect of the Premises in the event TENANT continues with the insurance policies placed in LANDLORD.

TENANT shall not violate nor permit to be violated any of the conditions or provisions of any of said policies, and TENANT shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing and acceptable to LANDLORD shall be willing to write and continue such insurance.

TENANT shall cooperate with LANDLORD in connection with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to LANDLORD such proofs of loss and other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that TENANT shall fail or neglect so to cooperate or to execute, acknowledge and deliver any such instrument, LANDLORD, in addition to any other remedies, may as the agent or attorney-in fact of TENANT, execute and deliver any proof of loss or any other instruments as may seem desirable to LANDLORD and any mortgagee for the collection of such insurance monies. This shall not be interpreted as any waiver of the obligations of TENANT under Articles THIRTY, THIRTY ONE, THIRTY

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THIRTY TWO and THIRTY THREE hereof or exclusively in favor of LANDLORD under Article THIRTY NINE hereof.

THIRTY FOUR: Waivers - The receipt by LANDLORD of the rent, additional rent, or any other sum or charges payable by TENANT with or without knowledge of the breach of any covenant of this Contract, shall not be deemed a waiver of such breach. No act or omission of LANDLORD or its agent during the term of this Lease shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and subscribed by LANDLORD. This Contract contains all the agreements and conditions made between the parties hereto with respect to the Premises and it cannot be changed orally. Any additions to, or charges in this Lease must be in writing, signed by the party to be charged.

Failure on the part of LANDLORD to act or complain of any action or nonaction on the part of TENANT shall not be deemed to be a waiver of any of its respective rights hereunder nor constitute a waiver at any subsequent time of the same provision. The consent or approval by LANDLORD to, or of any action by TENANT requiring consent or approval, shall not be deemed to waive or render unnecessary the consent or approval by LANDLORD of any subsequent similar act.

THIRTY FIVE: Reinstatement - No receipt of monies by LANDLORD for TENANT after the termination or cancellation hereof in any lawful manner shall reinstate, continue or extend the term hereof, or affect any notice theretofore given to TENANT, or operate as a waiver of the right of LANDLORD to enforce the payment of rent, additional rent, or other charges then due or thereafter falling due, or operate as a waiver of the right of LANDLORD to recover possession of the Premises by proper suit, action, proceeding or remedy; it being agreed that, after the service of notice to terminate or cancel this Lease, and the expiration of the time therein specified, if the default has not been cured in the meantime, or after the commencement of suit, action or summary proceedings or of any other remedy, or after a final order, warrant of judgment of the possession of the Premises, LANDLORD may demand, receive and collect any monies then due, or thereafter becoming due, without in any manner affecting such notice, proceeding, suite, action, order, warrant or judgment; and any and all such monies so collected shall be deemed to be payments for the use and occupation of the Premises, or at the election of LANDLORD, on account of TENANT'S liability hereunder. Delivery or acceptance of the keys to the Premises, or any similar act, by the LANDLORD, or its agents or employees, during the term hereof, shall not be deemed to be a delivery or an acceptance of a surrender of the Premises unless LANDLORD shall explicity consent to it, in the manner set forth hereinbefore.

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THIRTY SIX: Subordination and Attornment - This Lease is and shall be subject and subordinate to all liens, or mortgages which may now or hereafter affect the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof and, although this subordination provision shall be deemed for all purposes to be automatic and effective without any further instrument on the part of TENANT, TENANT shall execute any further instrument requested by the LANDLORD to confirm such subordination.

TENANT further covenants and agrees that if by reason of a default upon the part of the LANDLORD of any mortgage affecting the Premises, the mortgage is terminated or foreclosed by summary proceedings or otherwise, TENANT will attorn to the mortgage or the purchaser in foreclosure proceedings, as the case may be, and will recognize such mortgage or purchaser, as the TENANT'S landlord under this Lease. TENANT agrees to execute and deliver, at any time and from time to time, upon the request of LANDLORD or of the mortgagee or the purchaser in foreclosure proceedings, as the case may be, any reasonable instrument which may be necessary or appropriate to evidence such attornment. TENANT further waives the provision of any statute or rule of law now or hereafter in effect which may give or purport to give TENANT any right of election to terminate this lease or to surrender possession of the Premises demised hereby in the event any such proceeding is brought by the holder of any such mortgage, and TENANT'S obligations hereunder shall not be affected in any way whatsoever by any such proceeding.

TENANT, covenants and agrees, upon demand of the holder of any mortgage duly recorded or recordable in the corresponding Registry of the Property or of any receiver duly appointed by the foreclose of any such mortgage, to pay to the holder of any such mortgage or to such receiver, as the case may be, all rent becoming due under this Lease after such demand, provided such holder of any such mortgage or any such receiver complies with the obligations of LANDLORD under this Lease.

TENANT, upon request of LANDLORD or any holder of any mortgage or lien affecting the Premises, shall from time to time, deliver or cause to be delivered to LANDLORD or such lien holder or mortgagee, within ten (10) working days from date of demand a certificate duly executed and acknowledged in form for recording, without charges, certifying, if true, or to extent true, that this Lease is valid and subsisting and in full force and effect and LANDLORD is not in default under any of the terms of this Lease.

THIRTY SEVEN: Late Payments and Payment by LANDLORD - In the event that: (i) TENANT makes late payment, or fails to make payment to LANDLORD, in whole or in part, of the rent, or of the additional rent, or of any of the other payments of money required to be paid by TENANT to LANDLORD, as stipulated in this Lease, when and as due and

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payable; or if (ii) LANDLORD, without assuming any obligation to do so, after any notice or grace period provided hereunder, performs or causes to be performed, at the cost and expense of TENANT, any of the acts or obligations agreed to be performed by TENANT, as stipulated in this Lease, and TENANT fails to refund to LANDLORD any amounts of money paid or incurred by LANDLORD in performing or causing the performance of such acts or obligations, when and as due and payable, TENANT undertakes and agrees to pay LANDLORD as additional rent, interest on such late paid or unpaid rents, additional rent, and/or on such other payments of money required to be paid, and/or on any such amounts of money required to be refunded, from and after the date when payment thereof matured or became due and payable, until full payment, at the rate of twelve per cent (12%) per annum, or if such 12% interest, is unlawful, then and in such event, at the highest maximum prevailing rate of interest on commercial unsecured loans as fixed by the Board of Regulatory Rates of Interest and Financial Charges, created under Law #1, approved October 15, 1973 (10 LPRA 998), as amended, or by any successor statute or regulation thereof.

THIRTY EIGHT: Abatement - If any substantial service or facility to be provided by LANDLORD is unavailable for a period exceeding thirty (30) days and LANDLORD has been notified of the same, should time unavailability of such service render all or any portion of the Premises untenable, TENANT after the aforesaid thirty (30) days, shall be entitled to an abatement of a portion of the rent that shall reflect that portion of the Premises which is untenable, provided the damage to the service or facility is not attributable to the act or neglect of TENANT or the employees, servants, licensees, visitors, assigns or undertenants of TENANT.

THIRTY NINE: Fire or other Casualty - If before or during the term of this Lease, the Premises shall be damaged by fire or other casualty, LANDLORD after written notice thereof is given by TENANT, shall repair the same with reasonable dispatch after notice to it of the damage, due allowances being made for any delay due to causes beyond the LANDLORD'S reasonable control, provided, however, that LANDLORD shall not be required to repair or replace any furniture, furnishings or other personal property which TENANT may have placed or installed or which it may be entitled or required to remove from the Premises. LANDLORD shall proceed with due diligence to obtain the corresponding insurance adjustment of the loss and TENANT shall fully cooperate with LANDLORD and assist in the adjustment of the loss. Until such repairs are completed, and provided such damage or other casualty is not attributable to the act or neglect of TENANT or the employees, servants, licensees, visitors, assigns or undertenants of TENANT, the rent required to be paid pursuant to Article FOUR hereof, shall be abated in proportion to the part of the Premises which are untenable. If the building, be so damaged that LANDLORD shall decide

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to demolish and/or to reconstruct the building, in whole or in part, LANDLORD may terminate this Lease by notifying TENANT within a reasonable time after such damage of LANDLORD'S election to terminate this Lease, such termination to be effective immediately if the term shall not have commenced or on a date to be specified in such notice if given during the term. In the event of the giving of such notice during the term of this Lease, the rent shall be apportioned and paid up to the time of such fire or other casualty if the Premises are damaged, or up to the specified date of termination if the Premises are not damaged and LANDLORD shall not be otherwise liable to TENANT for the value of the unexpired term of this Lease.

FORTY: Default Provisions - If, during the term of this Lease, TENANT shall: (i) apply for or consent in writing to, the appointment of a receiver, trustee or liquidator of TENANT or of all or substantially all of its assets or (ii) seek relief under the Bankruptcy Act, or admit in writing its inability to pay its debts as they become due, or (iii) made a general assignment for the benefit of its creditors, or (iv) file a petition, case or an answer seeking relief (other than a reorganization not involving the liabilities of TENANT) or arrangement with creditors, or take advantage of any insolvency law, or (v) file an answer admitting the material allegations of a case filed against it in any bankruptcy, reorganization or insolvency proceeding or, if an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of TENANT or creditor adjudicating TENANT a bankrupt or insolvent, or approving a petition seeking reorganization of TENANT (other than a reorganization not involving the liabilities of TENANT) or appointment of a receiver, trustee or liquidator of TENANT, or of all or substantially all its assets, and such order, judgment or decree, shall continue unstayed and in effect for a period of sixty (60) consecutive days, the term of this Lease and all right, title and interest of TENANT hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and TENANT will then, quit and surrender the Premises to LANDLORD, but TENANT shall remain liable as hereinafter provided.

If, during the term of this Lease: (i) TENANT shall default in fulfilling any of the covenants of this Lease (other then the covenants for the payment of rent or additional rent), or of any other standing contract with LANDLORD or (ii) if, during the term of this Lease TENANT shall abandon, vacate, or remove from the Premises the major portion of the goods, wares, equipment, or furnishings usually kept on said premises, or (iii) this Lease, without the prior consent of LANDLORD, shall be encumbered, assigned or transferred in any manner in whole or in part or shall, by operation of law, pass to or devolve upon any third party, except as herein provided, or (iv) if TENANT is in violation of laws, rules and regulations regarding

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minimum wages of its employees, or of any other law, rules and regulations applicable to his operations, but which have not been specifically mentioned in this Lease, LANDLORD may give to TENANT notice of any such default or the happening of any event referred to above and if at the expiration of thirty (30) days after the service of such a notice the default or event upon which said notice was based shall continue to exist, or in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, if TENANT fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days that the time of TENANT within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence), LANDLORD may give to TENANT a notice of expiration of the term of this Lease as of the date of the service of such second notice, and upon the giving of said notice of expiration the term of this Lease and all right, title and interest of TENANT hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and TENANT or any party holding under its will then quit and surrender the Premises to LANDLORD, but TENANT shall remain liable as hereinafter provided.

If, (i) TENANT shall default in the payment of the rent, the additional rent, or of any other payment as required under this Lease and such default shall continue for ten (10) working days after notice thereof by LANDLORD, or (ii) if the default of the payment of the rent, continues for thirty (30) days from the date any such payment became due and payable (AUTOMATIC DEFAULT TERMINATION), or (iii) if this Lease shall terminate as in the first and second paragraphs of this Article provided, this Lease shall terminate and TENANT will then quit and surrender the Premises to LANDLORD, but TENANT shall remain liable as hereinafter provided, LANDLORD or LANDLORD'S agents and servants may immediately or at any time thereafter re-enter the Premises and remove all persons and all or any property therefrom, whether by summary eviction proceedings or by any suitable action or proceeding at law, or with the license and permission of TENANT, which shall under this Contract be deemed given upon expiration of the strict thirty (30) day notice period recited in the second paragraph of this Article, without LANDLORD being liable to indictment, prosecution or damages therefor and repossess and enjoy the Premises with all additions, alterations and improvements.

If TENANT shall fail to take possession of the Premises within ten (10) days after the commencement of the term of this Lease, or if TENANT shall vacate and abandon the Premises, LANDLORD shall have the right, at LANDLORD'S option, to terminate this Lease and the

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term hereof, as well as all the right, title and interest of TENANT hereunder, by giving TENANT five (5) days notice in writing of such intention, and upon the expiration of the time fixed in such latter notice, if such default be not cured prior thereto, this Lease and the term hereof, as well as all the right, title and interest of TENANT hereunder, shall wholly cease and expire in the same manner and with the same force and effect (except as to TENANT'S liability) as if the date fixed by such latter notice were the expiration of the term herein originally granted; and TENANT shall immediately quit and surrender to LANDLORD the Premises and each and every part thereof and LANDLORD may enter into or repossess the Premises, either by force, summary proceedings or otherwise. The right granted to LANDLORD in this Article or any other Article of this Lease to terminate this Lease, shall apply to any extension or renewal of the term hereby granted, and the exercise of any such right by LANDLORD during the term hereby granted, shall terminate any extension or renewal of the term hereby granted and any right on the part of TENANT thereto.

Upon the termination of this Lease by reason of any of the foregoing events, or in the event of the termination of this Lease by summary eviction proceedings or under any provisions of law, now or at any time hereafter, in force by reason of, or based upon, or arising out of a default under or breach of this Lease on the part of TENANT, or upon LANDLORD recovering possession of the Premises in the manner or in any of the circumstances hereinbefore mentioned, or in any other manner or circumstances whatsoever, whether with or without legal proceedings, by reason of, or based upon, or arising out of a default under or breach of this Lease on the part of TENANT, LANDLORD, at its option, but without assuming any obligation to do so in any case, may at any time, and from time to time, relet the Premises or any part or parts thereof for the account of TENANT or otherwise on such terms as LANDLORD may elect, including the granting of concessions, and receive and collect the rents therefor, applying the same at a rental not higher than the one stipulated in this Contract, first to the payment of such reasonable expenses as LANDLORD may have incurred in recovering possession of the Premises, including reasonable legal expenses, and for putting the same into good order or condition or preparing or altering the same for re-rental, and expenses, commissions and charges paid, assumed, or incurred by LANDLORD in and about the reletting of the Premises or any portion thereof and then to the fulfillment of the covenants of TENANT hereunder. Any such reletting herein provided for, may be for the remainder of the term of this Lease or for a longer or shorter period or at a higher or lower rental. In any such case, whether or not, the Premises or any part thereof be relet, TENANT shall pay to LANDLORD the rent required to be paid by TENANT up to the time of such termination of this Lease, and/or the full rent provided for in the agreement for any holdover of

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such period after termination and up to the surrender or recovery of possession of the Premises by LANDLORD, as the case may be, and thereafter TENANT covenants and agrees, to pay to LANDLORD until the end of the term of this Lease as originally demised the equivalent of any deficiency amount of all the rent reserved herein, less the net avails of reletting, if any, as specified hereinabove in this Article and the same shall be due and payable by TENANT to LANDLORD as provided herein, that is to say, TENANT shall pay to LANDLORD the amount of any deficiency then existing.

FORTY ONE: LANDLORD'S Remedies - In the event TENANT shall default in the performance of any of the terms, covenants or provisions herein contained, LANDLORD may, but without the obligation to do so, perform the same for the account of TENANT and any amount paid or expense incurred by LANDLORD in the performance of the same shall be repaid by TENANT on demand. In the event of a breach or threatened breach by TENANT or any subtenant or other person holding or claiming under TENANT of any of the covenants, conditions or provisions hereof, LANDLORD shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity as if specific remedies, indemnity or reimbursement were not herein provided for. The rights and remedies given to LANDLORD in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by LANDLORD, shall be deemed to be a waiver, or an exclusion of any of the others.

FORTY TWO: Notice of Default - Anything in this Lease to the contrary notwithstanding, it is specifically agreed that there shall be no enforceable default against LANDLORD under any provisions of this Lease, unless notice of such default be given by TENANT to LANDLORD in which TENANT shall specify the default or omission complained of, and LANDLORD shall have thirty (30) days after receipt of such notice in which to remedy such default, or if said default or omission shall be of such a nature that the same cannot be cured within said period, then the same shall not be an enforceable default if LANDLORD shall have commenced taking the necessary steps to cure or remedy said default within said thirty (30) days and diligently proceeds with the correction thereof.

FORTY THREE: Definition of Capitalization - For the purpose of this Contract, specifically of Article SIX, Capitalization means the total of owner's equity sources (preferred stock, common stock and surplus accounts) and long-term debts, it being agreed and understood that the amortization of any such debt shall in no way diminish the amount originally determined and Capitalization.

FORTY FOUR: Disclosure of Information - TENANT agrees to furnish to LANDLORD within ninety (90) days after the expiration of each fiscal year of TENANT, an annual statement certified by an independent

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Certified Public Accountant showing as of the end of each such fiscal year: (i) TENANT'S paid-in capital, (ii) long-term debts and capitalization as required by Articles SIX and FORTY THREE hereof, (iii) investment in machinery and its capacity to provide employment, (iv) taxes (including Social Security taxes) paid, and (v) any other information as required by this Lease.

In the event such statement is not filed with LANDLORD as herein provided, LANDLORD may obtain such information from TENANT at TENANT'S expense, and for such purpose TENANT shall make available to LANDLORD'S designated representatives, its books of accounts and other necessary data and facilities, all of which shall be provided and made available at TENANT'S principal office in Puerto Rico.

FORTY FIVE: Automatic Renewal - In the event TENANT does not vacate the Premises in the manner and under the conditions hereinbefore provided, within ninety (90) days after the normal expiration of the term hereof, LANDLORD shall have the option to be exercised at any time thereafter, to notify TENANT that the lease herein has been renewed for an additional term of ten (10) years from the date of the last normal expiration of the term hereof and, in such event, the parties agree that this Contract shall be held to have been renewed and to continue in full force and effect for such additional term of ten (10) years upon the mere mailing of such notice by LANDLORD to TENANT. This provision shall in no way prejudice, affect or deny any right which LANDLORD may otherwise have because, or at the time, of any such termination of the term hereof, particularly whenever LANDLORD does not exercise such option; it being agreed and understood that such renewal shall be upon the same terms and conditions contained herein except that the rental rate to be charged shall be the rate then currently being charged by LANDLORD for similar building in the area, but in no event shall it be less than the rate herein stipulated.

FORTY SIX: Partial Invalidity and Applicable Law - If any term or provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Contract is entered into and shall be interpreted in accordance with the laws of the Commonwealth of Puerto Rico.

FORTY SEVEN: Lease Termination and Holding Over - Upon the expiration or termination of this Lease: (i) TENANT shall furnish LANDLORD with a full and detailed report as to the environmental integrity of the landsite and Premises with specific reference to each and every environmental area of concern including, but not limited to,

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emissions, effluent discharge, state of underground and surface waters, solid waste and hazardous and/or toxic wastes generation, storage, transportation, treatment and/or disposal, and any hazardous and/or toxic raw materials or by-products used or generated, stored, transported, treated and/or disposed of during the period of operation, state of the landsite, disclosure of any environmental regulatory violations, compliance plans, permits or any other regulatory procedures related to the operation. The report shall be accompanied by a Certification from TENANT as to the environmental state of the premises and landsite. In case there should be any damage or any remedial action to be performed or any other obligation to be fulfilled by TENANT, the Certification shall state so and present a plan of action with the appropriate financial provisions to execute it. LANDLORD shall hold TENANT responsible for any and all environmental damage, or any damage to third parties as a result of any environmental damage, or any remedial action (including monitoring) to be performed at landsite or otherwise as a result of TENANT'S operations after termination of Lease and until such a time as complete remediation or fulfillment of TENANT'S obligations is effected. In case TENANT fails to comply with the foregoing provisions, LANDLORD may elect to effect them at TENANT'S expense and responsibility.

(ii) TENANT shall remove all property of TENANT and that of any third party and failing so to do, TENANT hereby appoints LANDLORD its agent so that LANDLORD may cause all of the said property to be removed at the expense and risk of TENANT. TENANT covenants and agrees to give full and timely observance and compliance to this covenant to remove all its property and surrender the Premises broom clear. TENANT hereby agrees to pay all reasonable necessary cost and expenses thereby incurred by LANDLORD. If, as the sole result of the removal of TENANT'S property any portion of the Additional Premises or of the building of which they are a part, are damaged, TENANT shall pay to LANDLORD the reasonable cost of repairing such damages unless due to the gross negligence of LANDLORD, its agents, servants, employees and contractors. TENANT'S obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

FORTY EIGHT: Change of Address - TENANT shall promptly notify LANDLORD of any change in the addresses other than those required from it in Article SEVEN hereof.

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INSERT CORPORATION OF P.R.
(INSERTCO) INC.

FORTY NINE: The parties hereto acknowledge that Project S-0113-0-52 is in need of certain repairs as detailed in Schedule "B" hereto annexed and made part hereof, which repairs shall be carried out by Tenant subject to the following:

A. The repair work shall be done in coordination with Landlord's Maintenance Department.

B. The repair costs and payment to Tenant shall not exceed the amount of $35,606.00

C. Upon termination of the repairs and after the inspection and approval of Landlord's Maintenance Department, Landlord hereby agrees that it shall reimburse to Tenant such amount.

D. Such repairs shall be finalized not later than sixty (60) days from the date of commencement of the term of this lease.

FIFTY: This rental shall be paid in equal monthly installments, commencing on October 1, 1987 as follows:

TERM	RENT PER SQ. FT. OF GROSS BUILDING AREA PER ANNUM	MONTHLY INSTALMMENTS
1st. year	$ 1.25	$ 1,718.20
2nd. year	$ 1.35	$ 1,855.66
3rd. to 5th year	$ 1.60	$ 2,199.30
6th. to 10th year	$ 2.00	$ 2,749.13

FIFTY-ONE: Anything contained in this Contract to the contrary notwithstanding, in the event that TENANT requires additional volume of water and/or pressure as is now available within the area wherein the demised premises are located, is shall be at its own cost and expense the construction and/or installation of such improvements and/or facilities as may be necessary to or convenient and/or required by the Puerto Rico Aqueduct and Sewer Authority to increase such volume and/or pressure; it being agreed and undertood, however, that such construction and/or installation shall in no event be commenced until after LANDLORD'S written approval has first been requested and obtained.

FIFTY-TWO: TENANT hereby acknowledges that in the industrial park there are other industries; therefore TENANT hereby specifically agrees and undertakes to take such steps and install such equipment as may be necessary to prevent that any harzard and/or noise which

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(INSERTCO) INC

may be created by its operations may in any way or manner unduly affect the operations of the other industries and therefore TENANT hereby releases and saves LANDLORD harmless from any and all claims or demands arising therefrom or in connection therewith.

FIFTY-THREE: TENANT shall, at its own cost and expense, install a fire protection system and shall obtain the endorsement and approval from the Fire Department for such installation. TENANT must also provide security measures to prevent or reduce fire hazards due to the storage of inflamable materials and products.

FIFTY-FOUR: TENANT shall procure and obtain a permit for the operation of a solid waste emission source from the Environmental Quality Board and authorization from the Office of Solid Waste and/or from the Municipality of San Germán, Puerto Rico for the final disposition of wastes.

FIFTY-FIVE: It is hereby agreed and understood that TENANT shall take the necessary steps to comply with the regulations and law requirements of the Puerto Rico Occupational Safety and Health Office (PROSHO).

FIFTY-SIX: If required by TENANT'S operations, TENANT shall, at its own cost and expense, construct and/or install the necessary equipment to exceed the 50KVA electrical power in conformity with the Puerto Rico Electrical Power Authority and TENANT shall obtain the endorsement and approval of LANDLORD'S Engineering Department.

FIFTY-SEVEN: TENANT, at its own cost and expense, shall implement the necessary measures and install the control equipment to maintain the atmospheric air quality levels in compliance with the environmental laws of the Environmental Quality Board.

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INSERT CORPORATION OF P.R.
(INSERTCO) INC

FIFTY-EIGHT: TENANT agrees to submit to LANDLORD within thirty (30) days from the date of execution of this Contract; (a) evidence of its registration in the Department of State of the Commonwealth of Puerto Rico and the name and address of its resident agent; and (b) a certificate of a resolution of its Board of Directors either authorizing or ratifying the execution of this Contract.

FIFTY-NINE: This Contract is made and entered into subject to and conditioned upon the endorsement and approval of the Planning Department of the Puerto Rico Industrial Development Company, the Office of Economic Studies of the Economic Development Administration and the Environmental Quality Board of Puerto Rico; provided that such approval shall be understood to constitute conditions of this Contract, which if not complied with, shall entitle the LANDLORD to rescind this Contract.

IN WITNESS WHEREOF, LANDLORD AND TENANT have respectively signed upon proper authority this Lease, this 23rd day of April, 1987.

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY
(LANDLORD)

BY: _____

INSERT CORPORATION OF P.R. (INSERTCO) INC
(TENANT)

BY: Carlos Rosa - President

FIRST SUPPLEMENT AND AMENDMENT TO LEASE CONTRACT

NOW COME the PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY (hereinafter referred to as the "LANDLORD") and INSERT CORPORATION OF P.R. (INSERTCO) INC. (hereinafter referred to as the "TENANT") and agree to supplement and amend a certain Lease Contract entered into by them on April 23, 1987 (hereinafter referred to as the "Contract") covering certain landsite and building located at San Germán, Puerto Rico, identified as Project No. S-0113-O-52 (hereinafter referred to as the "Original Premises") in the following respects:

ONE: The description of the Building located in Project No. S-0113-O-52 at San Germán, Puerto Rico is as follows:

This is a pitched roof type building consisting of reinforced concrete foundations, columns and girders supporting a reinforced concrete roof slab.

The structure consists of a main floor 141.15' x 100.67' plus 39.50' x 2.33' out to out dimensions with an area of 14,301.60 sq. ft. of manufacturing space, a lobby 23.50' x 8.58' with an area of 201.63 sq. ft., two lean-tos 28.58' x 21.08' for an area of 1,204.92 sq. ft. to be used for sanitary facilities and two lean-tos 31.08' x 15.72' with an area of 977.14 sq. ft. to be used for stock room and office facilities, a roofed loading dock 29.33' x 8.58' with an area of 251.65 sq. ft. This gives a total area of 16,936.94 sq. ft. of covered floor space.

The floor consists of a 4 inch thick reinforced concrete floor slab with an integral cement finish on the manufacturing area stock room, and stairs, asphalt tiles on the office area; native cement tiles on the Men's and Ladies' toilet rooms and monolithic cement finish on the entrance porch.

Exterior walls are of concrete blocks plastered and painted except on the front wall which is plastered and painted together with a stucco finish ornamental wall.

Interior walls at the lean-to are plastered and painted together with a 5 feet high native cement tile finish wainscoat at the men's and ladies' toilet rooms.

Ceilings are rubbed and painted throughout the building.

Windows are miami aluminum louver's type throughout the in building and at the lean-tos.

Doors at lean-tos wood panel ones and double swing metal ones at manufacturing except for one metal and glass, double sliding one at the loading platform.

Clearance in the manufacturing area from finish floor to lowest part of girders is 12'-6" ft. and 13' 9" ft. to lowest part of beams.

IRR _____

JLE _____

INITIAL HERE

G.R.

INSERT CORPORATION OF P.R. (INSERTCO) INC.
FIRST SUPPLEMENT AND AMENDMENT TO LEASE CONTRACT

TWO: Clause Fifty of the Contract is hereby amended to read as follows:

This rental shall be paid in equal monthly installments, commencing on October 1, 1987 as follows:

TERM	RENT PER SQ. FT. OF GROSS BUILDING AREA PER ANNUM	MONTHLY INSTALLMENTS
1st year	$ 1.25	$ 1,764.26
2nd year	1.35	1,905.41
3rd to 5th year	1.60	2,258.26
6th to 10th year	2.00	2,822.82

THREE: All terms and conditions of the contract shall be deemed supplemented and amended to the extent inconsistent with the terms hereof and shall remain in full force and effect as herein supplemented and amended.

In Witness Whereof, the parties hereto execute this contract at San Juan, Puerto Rico, this 4th day of September, 1987.

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

BY: _____

INSERT CORPORATION OF P.R.(INSERTCO) INC.

BY: _____

LAMR/msp02-wp60 "XT/L"

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

SUPPLEMENT AND AMENDMENT TO LEASE CONTRACT

PROJECT NO.: S-0551-0-60 & S-0551-1-63
LOCATION: SAN GERMAN, PUERTO RICO

NOW COMES the PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY (hereinafter referred to as the "LANDLORD") and INSERT CORPORATION OF PR (INSERT CO.), INC. (hereinafter referred to as the "TENANT") and agree to supplement and amend a certain Lease Contract entered into by them on April 23, 1987, as subsequently amended (hereinafter referred to as the "Contract"), covering certain landsite and buildings located at San Germán, Puerto Rico, identified as Project No. S-0113-0-52 (hereinafter referred to as the "Original Premises"), in the following aspects:

ONE: LANDLORD hereby demises and lets unto TENANT, and TENANT hereby leases from LANDLORD the Premises identified as Project No. S-0551-0-60 & S-0551-1-63 located at San Germán, Puerto Rico (hereinafter referred to as the "Additional Premises"), which are fully described in Schedule "A" hereto annexed and made a part hereof.

TWO: Premises shall be used and occupied exclusively in the manufacture of PRINTED MATERIALS (SIC. #02752).

THREE: TENANT shall hold the "Additional Premises" for a period of ten (10) years, commencing on the date of delivery of the building (S-0551-0-60 & S-0551-1-63). The term of the Lease Contract covering the "Original Premises" (S-0113-0-52), is hereby amended, so that it expires at the same date of the term of lease for the "Additional Premises" (S-0051-0-60 & S-0051-1-63).

FOUR: Commencing on the first day of the following month after the commencement of the term of this Supplement to Lease Contract, TENANT shall pay to LANDLORD an annual rental for the "Additional Premises" of $2.20 per square foot of gross building area during the first sixty (60) months of the term of this lease and of $2.75 per square foot of gross building area during the last sixty (60) months. This rental shall be paid in equal monthly installments of $6,946.86 for the first sixty (60) months and of $8,683.57 for the last sixty (60) months. For the "Original Premises" (Project Number S-0113-0-0-52) TENANT shall pay LANDLORD the annual rental established in the Lease Contract executed on April 23, 1987, and subsequently TENANT shall pay the annual rental in effect at the San Germán region on that last date until the expiration of the term, as hereby amended.

The monthly installments for rent specified herein shall be paid in advance on the first day of each month at LANDLORD'S office, or at any other place that LANDLORD may notify. In the event that the date of commencement does not fall on the first of the month, TENANT further agrees to pay the first partial monthly installments, prior to, or on the date of commencement.

FIVE: The deposit required under the provisions of this contract shall be complied with by TENANT as hereinafter specified: a) the amount of $1,736.72 previously deposited by TENANT to reserve Project S-0551-0-60 & S-0551-1-63, CR #134222 of February 21, 1995, b) the amount of $8,266.07 shall be paid by TENANT in certified check with the execution of this Supplement to Lease Contract.

CR 135179
$ 8266.70
8/11/95
[illegible]

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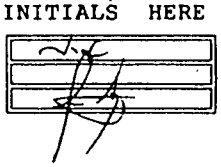

This Deposit shall guarantee the compliance by TENANT of its obligations, under this Contract, particularly, but not limited to, the payment of rent, the compliance of the environmental clauses herein included and the return of the Premises in proper condition at the termination of this Lease. On said termination, if TENANT is not in default of any of the terms and conditions of this Contract, LANDLORD will return to TENANT the sum of money, if any, held pursuant to this provision, after LANDLORD's Environmental Office certifies that there are no environmental deficiencies as a result of TENANT's manufacturing operation on the demised Premises.

SIX: TENANT agrees to have on the date of commencement of the term of this Lease a capitalization of $231,665.00.

Likewise TENANT agrees to install within six (6) months from the same date manufacturing machinery and equipment with a value of at least $1,208,803.00.

This shall not include the cost of transportation and installation thereof, nor its ordinary depreciation after installation; and within eighteen (18) months from the date of commencement of the term, to employ a minimum of fifty (50) persons in addition to the fifty (50) persons required to be employed at the original premises. The aforementioned levels shall be maintained throughout the term of this Lease or any extension thereof and shall be in addition to the capitalization, machinery and employment levels established in the original Contract.

SEVEN: All notices, demands, approvals, consents and/or communications herein required or permitted shall be in writing. If by mail, should be certified and to the following addresses; to LANDLORD: P.O. Box 362350, San Juan, Puerto Rico 00936-2350. To TENANT: Mr. Oscar Díaz, P.O. Box 377, San Germán, Puerto Rico 00863, Tel. 892-4586.

EIGHT: TENANT must comply, if required, with the rules and regulations of pretreatment established by the Puerto Rico Aqueduct and Sewer Authority, the Environmental Quality Board and the Environmental Protection Agency related to the industrial effluent discharged into the sanitary sewer system and their final disposition. Also, any improvement necessary to provide pre-treatment facilities for the above mentioned effluents shall be at TENANT'S own cost and expense and shall be conducted in coordination with LANDLORD's Engineering and Maintenance Departments.

NINE: It is hereby agreed and understood that TENANT, at its own cost and expense, shall install an air conditioning system in the demised premises, in the event TENANT needs to use and/or install it in its process. Such air conditioning system shall be considered as a special facility from LANDLORD, and it shall be installed in coordination with LANDLORD'S Engineering and Maintenance Departments.

TEN: TENANT certifies and guarantees that at the date of subscribing this Contract it has submitted the Corporate Tax Returns Forms during the last five (5) years and does not have any tax debt pending with the Commonwealth of Puerto Rico, or is complying with the terms of a payment plan duly approved.

TENANT also certifies and guarantees that at the date of execution of this Contract it has paid unemployment insurance compensation, temporary disability insurance, and the driver's social security (as applicable); or is complying with a payment plan duly approved.

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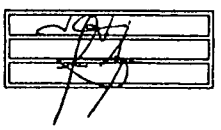

TENANT acknowledges that this is an essential condition of the Contract and if the above certification is incorrect in any of its parts, LANDLORD may cancel this Contract.

ELEVEN: LANDLORD reserves the right to audit the leased premises from time to time during the term of this contract, as LANDLORD may deem necessary, in order to assess all aspects of the environmental condition of said premises and TENANT's compliance with all environmental legislation and regulations, under Commonwealth and federal law; TENANT hereby agrees to provide access to all areas and structures of the premises for these purposes, upon LANDLORD's request, and to also provide access to all books, records, documents and instruments (except any confidential and/or privileged information and/or any trade secrets) which LANDLORD may deem necessary in order to fully audit the premises as herein stated.

TWELVE: TENANT shall furnish to LANDLORD, in addition to any other information, documents or instruments that may be required in this Contract:

a) Prompt written notice of the occurrence of any event that by law or regulation would require any oral, telephonic or written notice or communication to the US Environmental Protection Agency and/or to the Puerto Rico Environmental Quality Board, or any successor agency, and copies of all orders, notices or other communications and reports received, made or given in connection with any such event, and any enforcement action taken against TENANT or against any property owned, occupied or used by TENANT;

b) Quarterly certifications subscribed by an authorized representative designated by TENANT, as to the environmental condition of the leased premises, containing the information required by LANDLORD, which is specified in the form included as Schedule "B" of this contract, or any subsequent modification thereto;

c) Any other information and documents relating to TENANT's compliance with environmental legislation and regulations under federal and commonwealth laws.

THIRTEEN: Environmental Protection and Compliance - TENANT shall, at TENANT's own cost and expense, maintain the Premises in thoroughly clean conditions; free from solid waste, rubbish, garbage and/or other obstructions. Specifically TENANT shall not use said Premises, or allow it to be used, as a depository of, or as a dump for raw material, waste materials of any kind (including hazardous waste) as defined by the Resource Conservation and Recovery Act (RCRA), toxic or non-toxic substances. TENANT shall neither make any excavation for the purpose of storing, putting away and/or concealing raw materials or waste material of any kind. Underground storage of substances is specifically prohibited.

TENANT shall not conduct or authorize any activities at the Premises which may contribute to or result in a hazardous condition. TENANT shall not store in the Premises flammable or toxic substances without taking the proper precautions and complying with all applicable Federal, State and/or Municipal laws and regulations.

Should TENANT's activities at the Premises require the storage of hazardous and/or toxic materials and/or wastes, TENANT shall notify LANDLORD in writing. TENANT shall furnish LANDLORD with a copy of any and all permits issued for such storage activities.

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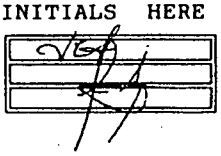

TENANT shall also, at TENANT's own cost and expense, construct and maintain the processes or operating procedures within the Premises in compliance with the terms, conditions and commitments, if any, contained or specified in any Environmental Impact Statement, Environmental Assessment or any other analogous document reviewed by the Puerto Rico Economic Development Administration/LANDLORD as lead agency or by any other governmental agency in connection with the approval of the project.

TENANT shall also serve LANDLORD with a copy of any lawsuit, notice of violation, order to show cause or any other regulatory or legal action against TENANT in any environmentally-related case or issue.

TENANT shall also serve LANDLORD with a copy of any permits granted to TENANT for air emissions, water discharge, solid waste generation, storage, treatment or disposal, and for any hazardous or toxic waste raw materials or by-products used or generated, stored, treated and/or disposed.

TENANT shall also serve LANDLORD with a copy of any filing or notice to be filed by TENANT with any regulatory agency on any environmentally related case or issue, including but not limited to any matter involving underground or surface water pollution, hazardous or toxic waste spillage and ground contamination. The notice to LANDLORD shall take place no later than the actual filing for the pertinent documents with the regulatory agency.

TENANT further agrees and undertakes to install in the Premises, at its own cost and expense, such devices as may be necessary to prevent that any hazard, which may be caused or created by its operations may affect the environmental integrity of the landsite or may affect or cause any nuisance to adjacent TENANTS or the community in general, it being agreed and understood that creating or causing any such nuisance, shall be deemed an additional event of default under the provisions of this Contract.

TENANT further agrees and undertakes to abide by and comply with any and all rules, regulations and requirements of the Fire Department relative to the use and storage of raw materials, finished products or inflammable materials, or of any other governmental agency, having jurisdiction thereon, applicable to TENANT's operations at the Premises, and if requested by LANDLORD, shall submit evidence of such compliance; it being agreed and understood that noncompliance by TENANT with any of the aforementioned rules, regulations and requirements shall be deemed, in each of such cases, an additional event of default under the provisions of this Contract.

TENANT agrees to indemnify, defend and hold harmless LANDLORD from and against and in respect of any and all claims, damages, losses, liabilities and expenses, lawsuits, deficiencies, interest, fines, penalties, attorneys' and consultants fees, and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by LANDLORD or asserted against LANDLORD by any other party or parties (including government agencies) in connection with any environmental conditions or any noncompliance with any federal, state, or local environmental laws, regulations or policies, caused by or resulting from activities conducted at the additional premises by TENANT after the date of this agreement.

LANDLORD agrees to indemnify, defend and hold harmless TENANT, its subsidiaries, affiliates, successors, and assigns, and its respective directors, officers, employees, shareholders, representatives, and agents (hereinafter collectively referred to as "TENANT", from and

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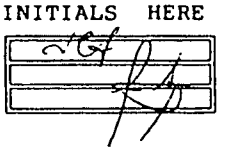

against and in respect of any and all claims, damages, losses, liabilities and expenses, lawsuits, deficiencies, interest, fines, penalties, attorneys' and consultants fees, and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by TENANT or asserted against TENANT by any other party or parties (including government agencies) in connection with any environmental conditions (whether now known or hereafter discovered) or any activity or non-compliance with any federal, state, or local environmental laws, regulations or policies, caused by or resulting from activities conducted before the date of this Agreement. Without limiting the generality of the foregoing, LANDLORD's indemnity shall also cover the past current or future activities of LANDLORD, or any person holding an interest in or having a right to possession of any portion of the Additional Premises through LANDLORD.

FOURTEEN: TENANT hereby guarantees to LANDLORD, that, neither he, or any of its stockholders, in case of a corporation, owes any money to LANDLORD under its corporate name or any other corporate name and/or person.

FIFTEEN: TENANT shall not transfer, lease, burden or dispose of in any way of the equipment used on its operations without the previous written notice to LANDLORD.

SIXTEEN: TENANT shall not sell, lease or transfer in any way its operations to any other tenant without the previous written consent of LANDLORD, which consent shall not be unreasonably withheld.

SEVENTEEN: LANDLORD shall provide an electrical distribution system consisting of a 200 AMP meter base, conduits, conductors, receptacles and junction boxes as indicated in PRIDCO's Electrical Distribution System Drawings for the Additional Premises.

EIGHTEEN: TENANT shall, at its own cost and expense, construct and/or install all necessary equipment required to connect the building's electrical system to the Puerto Rico Electrical Power Authority's electrical distribution lines, such connection to be made in compliance with the requirements of PREPA.

NINETEEN: LANDLORD agrees that TENANT shall notify LANDLORD in writing before undertaking any non-structural improvements to the "Additional Facilities".

TWENTY: If Tenant enters into a Purchase Agreement with Landlord for the Additional Premises, for purposes of assessing the Purchase Price, the improvements thereto shall not be taken into consideration and the property shall be considered as if it were in the condition as of date of this Agreement.

TWENTY ONE: Inasmuch as TENANT represented that in order to carry out its operations it is necessary to use, operate and maintain a printing machine; it is hereby specifically agreed and understood that:

(1) Such installation shall be made in coordination with LANDLORD;

(2) TENANT shall request and obtain from the Environmental Quality Board, the necessary permit to operate the said installation and, thereafter, shall abide by and comply with all requirements imposed by the said Board for such operations.

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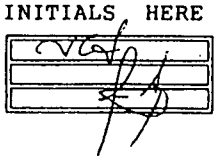

It being further agreed and understood that non-compliance by TENANT with the foregoing provisions shall constitute an additional event of default under the provisions of this Contract.

TWENTY TWO: Anything herein to the contrary notwithstanding, the parties have agreed and understood that the following special facilities, shall be utilized by TENANT "AS IS" and "WHERE IS", free of charge, but TENANT shall repair and maintain said special facilities as provided under the applicable provisions of the Contract:

A) SPRINKLER SYSTEMS

The above mentioned special facilities shall be deemed an integral part of the demised premises and as such subject to and covered by the terms and conditions of this contract as they may be applicable thereto.

TWENTY THREE: LANDLORD does hereby warrant that at the time of the commencement of the term of this Lease (of the "Additional Premises"), the premises may be used by TENANT for the manufacturing purposes herein intended wich are deemed consistent with the design and specifications.

Notwithstanding, LANDLORD agrees to paint or repair any part of the exterior paint of the building as it may be necessary.

Subsequently, any additional painting or repair shall be made according to the terms of the Contract.

TWENTY FOUR: All terms and conditions of the Lease Contract executed on April 23, 1987 shall be deemed supplemented and amended to the extend inconsistent with the terms hereof and the ones not expressly supplemented and amended shall remain in full force and effect.

TWENTY FIVE: TENANT agrees to submit to LANDLORD within thirty (30) days from the date of execution of this Contract a certificate of a resolution of its Board of Directors either authorizing or ratifying the execution of this Contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have respectively signed upon proper authority this Lease, this 15th day of August, 1995.

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

BY:_____

INSERT CORPORATION OF PR (INSERTCO) INC.
66-039-6322

BY:_____

SCHEDULE "A"

DESCRIPTION OF A PARCEL OF LAND LOCATED AT THE RETIRO INDUSTRIAL PARK, SAN GERMAN, PUERTO RICO (LOT WHERE PROJECTS S-0551-0-60 AND S-0551-1-63 ARE LOCATED)

Parcel of land, Lots #4 and #6, located at the Retiro Industrial Park, San Germán, Puerto Rico.

IT BOUNDS: by the North, with property of Mr. Ernesto Quiñones Sambolín; by the South, with street "B" of the same industrial park; by the East, with lot #10 of the same industrial park; by the West, with Lot #1 of the same industrial park and street "B" of the same.

DESCRIPTION OF BUILDING NO. S-0551-0-60 LOCATED AT SAN GERMAN, PUERTO RICO

STRUCTURE	:	Pitched type building consisting of reinforced concrete foundations, structural steel columns and girders supporting 30 feet long steel joists which in turn support 22 gage standard galvanized steel deck. Roof ventilators are provided.
INSULATION AND WATER PROOFING	:	One (1) inch fiber glass insulation panel and waterproofing system consisting of a three-ply built up roof.
DIMENSIONS	:	Structure consists of a main floor 120' -10" x 180' -8" out to out dimensions with an area of 21,830.36 square feet; and one (1) lean-to area 45' -2 x 11' -0" for an area of 496.87 square feet; one entrance porch 21' -3" x 9' -3" for an area of 196.56 square feet, for a total covered area of 22523.79 square feet.
FLOOR	:	Consists of 4" thick reinforced concrete slab with a monolithic finish designed for a live load of 150 pounds per square feet.
WALLS	:	Exterior are concrete block plastered on both sides.
		Interiors are concrete block plastered and painted on boths sides with a 6' -1" high sprayed-on glazed finish wainscoat.
DOORS	:	Interiors are made of plywood and exterior are industrial type metal ones. Has one roll-up metal doors 10' -0" x 10' -0".
WINDOWS	:	Are miami aluminium louvers throughout the building.

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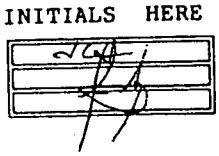

CLEARANCE	:	Inside the building is 12' -0" from finish floor to lower part of beam at the side eaves.

DESCRIPTION OF BUILDING NO. S-0551-1-60
LOCATED AT SAN GERMAN, PUERTO RICO

STRUCTURE	:	Pitched type building consisting of reinforced concrete foundations, structural steel columns and girders supporting 30 feet long steel joists which in turn support 22 gage standard galvanized steel deck. Roof ventilators are provided.
INSULATION AND WATER PROOFING	:	One (1) inch fiber glass insulation panel and watersproofing system consisting of a three-ply built up roof.
DIMENSIONS	:	Structure consists of a main floor 120' -0" x 120' -10" out to out dimensions with an area of 14,620.43 square feet; and one (1) lean-to area 31' -2 x 10' -6" for an area of 327.29 square feet; a covered loading platform 26'-0" x 16' -2" for an area of 420.42 square feet, for a total covered area of 15,368.14 square feet.
FLOOR	:	Consists of 4" thick reinforced concrete slab with a monolithic finish designed for a live load of 150 pounds per square feet.
WALLS	:	Exterior are concrete block plastered on both sides. Interiors are concrete block plastered and painted on boths sides with a 6' -1" high sprayed-on glazed finish wainscoat.
DOORS	:	Interiors are made of plywoods and exterior are industrial type metal ones. Has one roll-up metal doors 10' -0" x 10' -0".
WINDOWS	:	Are miami aluminium louvers throughout the building.
CLEARANCE	:	Inside the building is 12' -0" from finish floor to lower part of beam at the side eaves.

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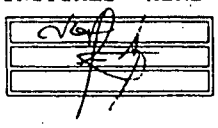

SCHEDULE "B"

COMPLIANCE REPORT OF WITH
ENVIRONMENTAL REQUIREMENTS

In the period of _____ to _____

I. PERMITS

PERMITS NUMBER	EXPIRATION DATE	RENEWAL DATE (IF APPLY)

II. COMPLIANCE ACTIONS

REFERENCE/CASE NUMBER	DATE	RESPONSE OF DATE OF

III. CERTIFICATION

I certify, under penalty of law, that this document was prepared under my supervicion and direction; and that was based in my investigation by the persons directly responsible of gathering the information, that the information here submitted is, according to my best judgment, certain, complete and precise.

_____

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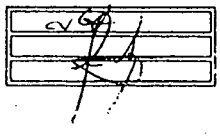

YEM95/nv

CONTRATO DE INCENTIVOS ESPECIALES POR LOCALIZACION E INFRAESTRUCTURA

Este Contrato de Incentivos Especiales, otorgado entre la COMPAÑIA DE FOMENTO INDUSTRIAL DE PUERTO RICO (en adelante designada como la "COMPAÑIA") y INSERT CORPORATION OF P.R. (INSERTCO) INC. (en adelante designado como el "CONCESIONARIO"), respectivamente representados por sus oficiales debidamente autorizados:

HACE CONSTAR

POR CUANTO: El CONCESIONARIO está planeando, o está en el proceso de establecer una unidad manufacturera en Puerto Rico; y

POR CUANTO: La COMPAÑIA está dispuesta a conceder al CONCESIONARIO los beneficios de su Programa de Incentivos Especiales, siempre y cuando el CONCESIONARIO cumpla con ciertos términos y condiciones; y

POR CUANTO: El CONCESIONARIO está dispuesto a cumplir con todos y cada uno de los términos y condiciones consignados a continuación:

POR TANTO: Los comparecientes, en consideración a las premisas anteriores y en consideración, además, a los mutuos acuerdos, convenios y representaciones hechas por cada una de las partes con la otra, convienen y acuerdan lo siguiente:

UNO: El CONCESIONARIO por la presente se compromete y obliga a tener y mantener durante el término de este contrato, excepto como más adelante se disponga:

(a) Una unidad industrial en San Germán, Puerto Rico, para dedicarse a la manufactura de interclasificadores de documentos.

(b) Una inversión total en la operación antes mencionada en el sub-párrafo (a) no menor de $838,757.00.

(c) Maquinaria y equipo instalada en dicha unidad industrial con un valor no menor de $1,280,803.00 con capacidad para emplear, a un mismo tiempo, no menos de 60 personas, según se dispone más adelante, todos a la misma vez.

Los requisitos establecidos en los sub-párrafos (b) y (c) se mantendrán durante el término de cinco (5) años de este contrato.

(d) No menos de 60 personas, no más tarde de los seis meses a partir de la fecha del comienzo de operaciones comerciales.

(e) No menos de 60 personas empleadas o aquel número máximo de personas empleadas que se utilizó como base para determinar los desembolsos efectuados, dentro de dieciocho (18) meses de la fecha del comienzo de operaciones comerciales, y mantener un empleo promedio de 60 personas empleadas, o de aquel número máximo como antes se ha expresado, durante el balance del término de cinco (5) años de este contrato.

INICIALES AQUI

SECTION 3.6

List of Leaseholds and Real Property

Lease Included

YEM95/nv

CONTRATO DE INCENTIVOS ESPECIALES POR LOCALIZACION E INFRAESTRUCTURA

Este Contrato de Incentivos Especiales, otorgado entre la COMPAÑIA DE FOMENTO INDUSTRIAL DE PUERTO RICO (en adelante designada como la "COMPAÑIA") y INSERT CORPORATION OF P.R. (INSERTCO) INC. (en adelante designado como el "CONCESIONARIO"), respectivamente representados por sus oficiales debidamente autorizados:

HACE CONSTAR

POR CUANTO: El CONCESIONARIO está planeando, o está en el proceso de establecer una unidad manufacturera en Puerto Rico; y

POR CUANTO: La COMPAÑIA está dispuesta a conceder al CONCESIONARIO los beneficios de su Programa de Incentivos Especiales, siempre y cuando el CONCESIONARIO cumpla con ciertos términos y condiciones; y

POR CUANTO: El CONCESIONARIO está dispuesto a cumplir con todos y cada uno de los términos y condiciones consignados a continuación:

POR TANTO: Los comparecientes, en consideración a las premisas anteriores y en consideración, además, a los mutuos acuerdos, convenios y representaciones hechas por cada una de las partes con la otra, convienen y acuerdan lo siguiente:

UNO: El CONCESIONARIO por la presente se compromete y obliga a tener y mantener durante el término de este contrato, excepto como más adelante se disponga:

(a) Una unidad industrial en San Germán, Puerto Rico, para dedicarse a la manufactura de interclasificadores de documentos.

(b) Una inversión total en la operación antes mencionada en el sub-párrafo (a) no menor de $838,757.00.

(c) Maquinaria y equipo instalada en dicha unidad industrial con un valor no menor de $1,280,803.00 con capacidad para emplear, a un mismo tiempo, no menos de 60 personas, según se dispone más adelante, todos a la misma vez.

Los requisitos establecidos en los sub-párrafos (b) y (c) se mantendrán durante el término de cinco (5) años de este contrato.

(d) No menos de 60 personas, no más tarde de los seis meses a partir de la fecha del comienzo de operaciones comerciales.

(e) No menos de 60 personas empleadas o aquel número máximo de personas empleadas que se utilizó como base para determinar los desembolsos efectuados, dentro de dieciocho (18) meses de la fecha del comienzo de operaciones comerciales, y mantener un empleo promedio de 60 personas empleadas, o de aquel número máximo como antes se ha expresado, durante el balance del término de cinco (5) años de este contrato.

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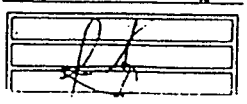

Los comparecientes por la presente específicamente acuerdan y estipulan que los requisitos contenidos en los sub-párrafos (a) al (d) anteriores, deberán haber sido cumplidos por el CONCESIONARIO a la fecha en que éste haga su primera solicitud de desembolso de los Incentivos Especiales aquí concedidos; disponiéndose que dicha solicitud deberá efectuarse no más tarde del sexto mes a partir de la fecha del comienzo de las operaciones comerciales del CONCESIONARIO, aunque se pueden pagar gastos incurridos con anterioridad al comienzo de operaciones, si a la fecha de la solicitud de desembolso el CONCESIONARIO ha cumplido con los mencionados sub-párrafos (a) al (d).

DOS: Los comparecientes acuerdan y estipulan que la cantidad máxima combinada a ser desembolsada por la COMPAÑIA al CONCESIONARIO por concepto de los beneficios a que se refiere el párrafo TRES de este contrato, no excederá de la suma total de $26,300.00 siempre y cuando el CONCESIONARIO cumpla con todos y cada uno de los términos y condiciones de este contrato, disponiéndose, sin embargo, que la cantidad a ser efectivamente desembolsada de dicho fondo de incentivos especiales, será a razón de $438.33 por cada persona empleada.

No obstante, la cantidad a ser efectivamente desembolsada de dicho fondo se determinará como sigue:

Todo cómputo sobre el empleo real utilizado para determinar la cantidad de cada desembolso se hará en grupos de diez (10) personas empleadas. Cada desembolso cubrirá un período mínimo de trece (13) semanas o múltiplos de dicho período.

TRES: El fondo de incentivos anteriormente provisto podrá utilizarse solamente durante el período de cinco (5) años a partir de la fecha del comienzo de las operaciones comerciales del CONCESIONARIO. Dicha utilización será exclusivamente para los siguientes propósitos:

1) Adiestramiento de personal de supervisión, incluyendo su remuneración y los gastos de transportación y dietas.

2) Salarios del personal de supervisión mientras adiestran el personal de producción, incluyendo, en el caso de instructores traídos del exterior, sus gastos de transportación.

3) Adiestramiento del gerente de la empresa, siempre que éste sea residente "bonafide" de Puerto Rico.

INICIALES AQUI

4) Renta del edificio usado para llevar a cabo operaciones de manufactura.

5) Intereses sobre hipotecas para la compra de edificios y terrenos donde se llevan a cabo operaciones fabriles durante el período de utilización de los incentivos.

6) Gastos de transportación del exterior de maquinaria y equipo.

7) En el caso de proyectos conjuntos, para los costos de obtener ayuda de mercadeo e ingeniería.

8) Costo de instalaciones eléctricas.

9) Costos generales de mercadeo, incluyendo diseño, arrendamiento de locales de exhibición, anuncios, etc., y servicios de ingeniería.

10) Gastos de investigación y experimentación para el desarrollo de nuevos productos o mejoramiento de los existentes.

11) Pago de derechos de licencias para fabricación de nuevos productos ("royalties"), patentes, contratos y otros.

12) Costos de tasación y contabilidad incurridos con motivo de solicitudes de financiamiento.

13) Para la adquisición de maquinaria y equipo misceláneo adicional que se determine necesaria para completar una línea de producción adecuada y para cumplir con las leyes ambientales existentes. La cantidad a concederse para estos propósitos no excederá el 10% del costo de la maquinaria y equipo existentes o $10,000,00, cual sea menor.

14) Costos de reparación de la maquinaria existente y mejoramiento de aquella que va resultando obsoleta y el costo de instalación de nuevos mecanismos para incrementar su capacidad productiva.

15) Gastos de mudanza a facilidades físicas adecuadas para operar eficientemente. (Incluirá entre otras cosas desmantelamiento, transportación y reinstalación de la maquinaria y equipo).

16) Pago de gastos de adiestramiento acelerado en cursos de capacitación gerencial para el desarrollo de la clase empresarial.

17) Costos de asesoramiento y técnico que conlleve un mejoramiento en producción y mercadeo del producto.

18) Costos en el área de mercadeo, para promoción y publicidad incluyendo diseño, arrendamiento de locales de exhibición, preparación de "brochures" y otro material promocional. (No incluye gastos de viajes y dietas).

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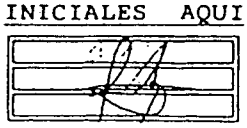

19) Para otros propósitos claramente necesarios y meritorios a discreción del Administrador de Fomento Económico.

No obstante lo que en contrario se disponga en este Contrato, los desembolsos que cubren los gastos de transportación de maquinaria y equipo anteriormente mencionados podrán ser adelantados tan pronto la maquinaria y equipo hayan sido instalados en la fábrica y evidencia satisfactoria a la COMPAÑIA, relacionada con dichos gastos sea sometida a y aprobada por la COMPAÑIA; disponiéndose, sin embargo, que en estos gastos se podrá reembolsar únicamente el 100% de dichos gastos hasta la cantidad de $10,000.00 y el 50% del exceso sobre $10,000.00. No obstante, estos adelantos estarán sujetos a reajuste bajo las disposiciones contenidas en el Párrafo DOS y TRES de este Contrato, pero en ningún caso dichos adelantos podrán exceder el 25% del total de los incentivos concedidos.

CUATRO: Los comparecientes por la presente específicamente acuerdan y estipulan que la unidad industrial antes referida en el Párrafo UNO (a) de este Contrato, será mantenida en operación activa por un período no menor de cinco (5) años, a partir de la fecha de comienzo de las operaciones comerciales; disponiéndose, sin embargo, que cierres temporeros por razones de índole comercial que una persona prudente tomaría en consideración o debidos a circunstancias imprevistas fuera del control del CONCESIONARIO, pero nunca en exceso de trece (13) semanas, no constituirán un acto de incumplimiento bajo las disposiciones de este Contrato, pero dichos períodos no serán incluídos dentro del requerido período de cinco (5) años de operaciones antes mencionado.

CINCO: El CONCESIONARIO por la presente se compromete y obliga a cumplir fiel y cabalmente con todos y cada uno de los términos y condiciones contenidos en este Contrato, así como con todos y cada uno de los acuerdos y compromisos hechos, o que en el futuro hiciere a la COMPAÑIA, durante el término de este Contrato.

SEIS: Es específicamente acordado, además, que si el CONCESIONARIO dejare de cumplir con todos o cualesquiera de los términos y condiciones expresados en este Contrato, la COMPAÑIA se reserva el derecho de rescindir o resolver inmediatamente el mismo y descontinuar la extensión de los beneficios de dichos incentivos a partir de la fecha de dicho incumplimiento y recobrar del CONCESIONARIO cualquier cantidad o cantidades hasta entonces adelantadas por la COMPAÑIA en exceso de la cantidad equivalente a la proporción existente entre el período de tiempo que el CONCESIONARIO actualmente operó la

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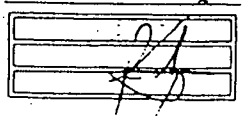

unidad industrial cubierta por este Contrato cumpliendo con todos y cada uno de los términos y condiciones contenidos en el mismo y el período de cinco (5) años de operaciones mencionado en el Párrafo CUATRO de este Contrato.

SIETE: Este Contrato se regirá por, y será interpretado de acuerdo con las leyes del Estado Libre Asociado de Puerto Rico.

OCHO: Los siguientes términos utilizados en este Contrato tendrán el significado que a continuación se expresa:

1. Comienzo de operaciones comerciales:

La fecha del primer día de la primera nómina de la fábrica para las personas empleadas en la producción de los artículos mencionados en el Párrafo UNO (a) de este Contrato, o, a su opción, cualquier fecha comprendida dentro de los noventa (90) días siguientes a dicha fecha de la nómina.

2. Persona empleada:

Toda persona que trabaje en los terrenos en que radique la fábrica, excepto personas dedicadas al entrenamiento de otras mientras su compensación está siendo pagada o reembolsada por la COMPAÑIA u otras agencias gubernamentales.

3. Maquinaria y Equipo:

Toda maquinaria y equipo incluyendo costos de transportación e instalación y cualquier otro equipo directamente relacionado con la antes mencionada unidad industrial, tales como entre otros, sistemas de aire acondicionado, calderas y/o cuartos para calderas, transformadores eléctricos, instalaciones eléctricas, sistemas de rociadores automáticos, y otros aprobados por la COMPAÑIA cuando sus respectivos costos no son reembolsables o han sido reembolsados bajo este contrato, excluyéndose, sin embargo, equipo de oficina, unidades de aire acondicionado para la oficina y vehículos utilizados fuera del área de producción y del almacén.

4. Gastos de transportación:

Todo gasto incurrido en transportar al lugar de la fábrica en Puerto Rico, maquinaria y equipo incluyendo, entre otros, fletes marítimos y terrestres desde el punto de partida al lugar de la fábrica en Puerto Rico, embalaje, seguros en tránsito y derechos de corretaje.

5. Inversión total:

Capital pagado en acciones del CONCESIONARIO, ganancias retenidas, préstamos, adelantos, y otras inversiones de los accionistas o de compañías afiliadas o subsidiarias, subordinados a cualesquiera y todas las reclamaciones de la COMPAÑIA contra el CONCESIONARIO.

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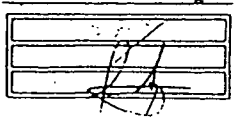

6. Empleo promedio:

Promedio semanal computado sobre una base anual, esto es, total de empleo cubierto por las nóminas semanales durante el año correspondiente dividido por 52.

NUEVE: No obstante lo anteriormente dispuesto en este Contrato, el Concesionario por la presente expresamente consiente a que, de tener alguna deuda pendiente de pago con la Compañía, de la cantidad concedida para incentivos se retenga y aplique al pago de dicha deuda la suma necesaria para su pago, y el balance restante le sea desembolsado según se dispone en este Contrato.

DIEZ: No obstante lo que en contrario se disponga en este contrato, la inversión total, inversión en maquinaria y equipo y el número de empleos requeridos al CONCESIONARIO bajo las disposiciones de este contrato son adicionales a y no en sustitución de los que actualmente mantiene el Concesionario en sus operaciones, los cuales para estos efectos se fijan en $288,297.00, $297,729.00 y 60 personas empleadas, respectivamente.

ONCE: La COMPAÑIA por la presente concede al CONCESIONARIO incentivos especiales hasta un máximo de $54,900.00 para utilizarse en:

1. Suplir e instalar subestación de 500 KVA con voltaje secundario con cubiculo para medición primaria con un interruptor principal de 1,600 amp en la secundaria. La misma es de material galvanizado.....$ 14,000.00

2. Suplir e instalar panel principal secundario en el interior del edificio, el mismo es de 1,600 amp. 120/240V, MLO, "surface mounted", tres (3) fases, 4 hilos con tres (3) interruptores de 400 amp. tres (3) polos y un espacio de 3p.....$ 7,500.00

3. Tres (3) transformadores de 167.5 KVA 4.16 KV en primaria y 120/240V en secundaria.....$ 14,000.00

4. Suplir e instalar alimentador principal #32 15 KV y 1 #2 THW en tubería de 3" PVC sch. cuarenta (40) cubiertas con hormigón y un tubo adicional vacio para el futuro .....$ 2,000.00

5. Suplir e instalar alimentador principal secundario consiste de cuatro (4) corridas de 4 #500 MCM RHH y 1 #2/0 THW en tubería de 4" PVC sch 40.....$ 5,900.00

6. Suplir diseño y planos del proyecto.....$ 1,500.00

7. Aportación a la AEE.....$10,000.00

Costo Total.....$54,900.00

Se acuerda además, que estas mejoras al edificio se considerarán, cuando estén instaladas, como parte integral del edificio en el cual el CONCESIONARIO conduce sus operaciones manufactureras y que, por lo tanto, el CONCESIONARIO no podrá removerlas y el título sobre las mismas recaerán en la COMPAÑIA.

DOCE: Estos incentivos se desembolsarán a la presentación de evidencia adecuada dentro de un período de dos (2) años a partir del otorgamiento de este Contrato, de que incurrió en los gastos para los cuales fueron concedidos, sin tomar en consideración el cumplimiento por el CONCESIONARIO de la inversión total, inversión en maquinaria y equipo y los niveles de empleo que se requieran en otros contratos.

Dichos fondos serán desembolsados cuando cumpla con las siguientes condiciones:

1.-Presentación de evidencia adecuada tales como facturas, cheques cancelados y cualquier otra evidencia que demuestre que el CONCESIONARIO incurrió en los gastos para los cuales fueron concedidos los incentivos.

2.-Presentación de una certificación de la Oficina de Ingeniería y/o Departamento de Conservación de la COMPAÑIA mediante la cual se indique que han inspeccionado las mejoras a infraestructura o construcción para la cual se concedieron los incentivos y que han verificado los costos de dichas obras. En la eventualidad de que exista alguna diferencia entre la cantidad (costo) determinada en la certificación de la Oficina de Ingeniería y/o Departamento de Conservación y la evidencia sometida por el CONCESIONARIO en cuanto al costo de las obras realizadas, prevalecerá la cantidad indicada en la certificación de la Oficina de Ingeniería y/o Departamento de Conservación de la COMPAÑIA.

TRECE: Es expresamente convenido y acordado por las partes comparecientes que las mejoras realizadas con los incentivos especiales aquí concedidos serán propiedad de la COMPAÑIA, pero el CONCESIONARIO será responsable de su mantenimiento así como de las reparaciones necesarias, todo a su propio costo.

Se conviene y acuerda además, que todas las facilidades y/o mejoras construidas, no se podrán vender, ceder, gravar o disponer de alguna otra forma.

CATORCE: El CONCESIONARIO certifica y garantiza que al momento de suscribir este contrato ha rendido su planilla contributiva durante los cinco (5) años previos a este contrato y no adeuda contribuciones al Estado Libre Asociado de Puerto Rico, o se encuentra acogido a un plan de pago, con cuyos términos y condiciones está cumpliendo.

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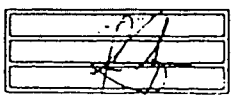

El CONCESIONARIO igualmente certifica y garantiza que al momento de suscribirse este Contrato ha pagado las contribuciones de seguro por desempleo, de incapacidad temporal y de seguro social para choferes (la que aplique); o se encuentra acogida a un plan de pago, con cuyos términos y condiciones está cumpliendo.

Expresamente se reconoce que ésta es una condición esencial del presente contrato, y de no ser correcta en todo o en parte la anterior certificación, ésto será causa suficiente para que la COMPAÑIA pueda dejar sin efecto el mismo y el CONCESIONARIO tendrá que reintegrar a la COMPAÑIA toda suma de dinero recibida bajo este contrato.

QUINCE: El CONCESIONARIO se compromete expresamente a no instalar ni utilizar en la subestación de energía eléctrica transformadores que contengan la sustancia aislante "PCB", y a cumplir con las leyes federales y locales sobre materias ambientales, comprometiéndose además, a someter a la COMPAÑIA una certificación a los efectos de que los transformadores instalados en la unidad industrial no contienen dicha sustancia tóxica.

DIECISEIS: El Concesionario acuerda someter a la Compañía dentro de los treinta (30) días siguientes a la fecha de otorgamiento de este Contrato: (a) evidencia de su registro en el Departamento de Estado del Estado Libre Asociado de Puerto Rico y el nombre y la dirección de su agente residente; y (b) un certificado de una resolución de su Junta de Directores bien sea autorizando o ratificando el otorgamiento de este Contrato.

DIECISIETE: Todas las notificaciones que sean dadas o servidas bajo este Contrato lo serán por escrito, si a la COMPAÑIA a la siguiente dirección: PO BOX 362350, SAN JUAN, PUERTO RICO 00936-2350; si al CONCESIONARIO a la siguiente dirección:

INSERT CORPORATION OF P.R. (INSERTCO) INC.
CARRETERA 102 KM. 33.2
SAN GERMAN, PUERTO RICO 00683

EN TESTIMONIO DE LO CUAL, las partes otorgan este contrato en San Juan, Puerto Rico, hoy 19 de septiembre de 1995

COMPAÑIA DE FOMENTO INDUSTRIAL DE PUERTO RICO
SSP- 66-0292871

POR: _____

INSERT CORPORATION OF P.R. (INSERTCO) INC.
SSP- 66-0396322

POR: _____

FILE: INSERTED P.1
ADMINISTRATIVE

FIDDLER, GONZALEZ & RODRIGUEZ
Attorneys and Counselors at Law
PO Box 363507, San Juan, Puerto Rico 00936

FG &R

Telephone (809) 753-3113

This call originated from telecopier:

(809) 754-7532

TO: Mr. Peter DeRossi

TELECOPIER NO.: (414) 751-1858

FROM: JUAN CARLOS FIERRES

DATE: 8/4/95

SUBJECT: Lease Contract w/ PRDOT

TOTAL NUMBER OF PAGES (including cover sheet): ___

DESCRIPTION:

- ✓ URGENT, YOUR IMMEDIATE ACTION IS REQUIRED
- ___ FOR YOUR INFORMATION
- ___ PURSUANT TO YOUR REQUEST
- ___ OTHER MESSAGE:

(If this transmission is not satisfactory or if there are any questions, please call (809) 753-3113 and ask for the above-named person).

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360 Env. Due Diligence - Property Lease Current

FIDDLER GONZALEZ & RODRIGUEZ

ATTORNEYS AND COUNSELLORS AT LAW

P O BOX 363507

SAN JUAN, P.R. 00936-3507

TELEPHONE (809) 753-3113
FAX (809) 759-3163

Juan Carlos Fierres
DIRECT DIAL NUMBER (809) 759-3209

THE CHASE MANHATTAN BANK BUILDING
254 MUÑOZ RIVERA AVENUE
6TH FLOOR
HATO REY, P.R. 00918

August 4, 1995

Mr. Peter De Rossi
Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Dear Mr. De Rossi:

Glen Holcombe requested me to fax you the latest draft of the Lease Agreement with PRIDCO for the San German facility. Please pay special attention to the environmental matters which are discussed in Clause No. 13. PRIDCO has included their standard environmental clause and we have included PRIDCO's indemnity to Insertco at the end of said clause.

Please let us know if you have any comments on these issues by next Monday. I will have a meeting at PRIDCO on Monday, in which I expect to finalize negotiations of said agreement. We are hoping to sign the Lease Agreement next Wednesday.

Should you have any questions regarding the above, please contact the undersigned.

Cordially,

Juan C. Fierres

Juan Carlos Fierres
Enclosure
emm

DRAFT FOR DISCUSSION PURPOSES ONLY
LAMR/msp01-wp60

"XT/L"

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

SUPPLEMENT AND AMENDMENT TO LEASE CONTRACT
PROJECT NO.: S-0551-0-60 Y S-0551-1-63
LOCATION: SAN GERMAN, PUERTO RICO

NOW COMES the PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY (hereinafter referred to as the "LANDLORD") and INSERT CORPORATION OF PR (INSERT CO.), INC. (hereinafter referred to as the "TENANT") and agree to supplement and amend a certain Lease Contract entered into by them on April 23, 1987, as subsequently amended (hereinafter referred to as the "Contract"), covering certain landsite and buildings located at San Germán, Puerto Rico, identified as Project No. S-0113-0-52 (hereinafter referred to as the "Original Premises"), in the following aspects:

ONE: LANDLORD hereby demises and lets unto TENANT, and TENANT hereby leases from LANDLORD the Premises identified as Project No. S-0551-0-60 & S-0551-1-63 located at San Germán, Puerto Rico (hereinafter referred to as the "Additional Premises"), which are fully described in Schedule "A" hereto annexed and made a part hereof.

TWO: Premises shall be used and occupied exclusively in the manufacture of PRINTED MATERIALS (SIC. #02752).

THREE: TENANT shall hold the "Additional Premises" for a period of ten (10) years, commencing on the date of delivery of the building (S-0057-0-60 & S-0057-1-63). The term of the Lease Contract covering the "Original Premises" (S-0113-0-52), is hereby amended, so that it expires at the same date of the term of lease for the "Additional Premises" (S-0057-0-60 & S-0057-1-63).

FOUR: Commencing on the first day of the following month after the commencement of the term of this Supplement to Lease Contract, TENANT shall pay to LANDLORD an annual rental for the "Additional Premises" of $2.20 per square foot of gross building area during the first sixty (60) months of the term of this lease and of $2.75 per square foot of gross building area during the last sixty (60) months. This rental shall be paid in equal monthly installments of $6,946.86 for the first sixty (60) months and of $8,683.57 for the last sixty (60) months. For the "Original Premises" (Project Number S-0113-0-0-52) TENANT shall pay LANDLORD the annual rental established in the Lease Contract executed on April 23, 1987, and subsequently TENANT shall pay the annual rental in effect at the San Germán region on that last date until the expiration of the term, as hereby amended.

The monthly installments for rent specified herein shall be paid in advance on the

INICIALES AQUI

first day of each month at LANDLORD'S office, or at any other place that LANDLORD may notify. In the event that the date of commencement does not fall on the first of the month, TENANT further agrees to pay the first partial monthly installments, prior to, or on the date of commencement.

FIVE: The deposit required under the provisions of this contract shall be complied with by TENANT as hereinafter specified: a. the amount of $1,736.72 previously deposited by TENANT reserved Project S-0551-0-60 & S-0551-1-63, CR #134222 of February 21, 1985, b. the amount of $8,266.07 shall be paid by TENANT in certified check with the execution of this Supplement to Lease Contract.

This Deposit shall guarantee the compliance by TENANT of its obligations, under this Contract, particularly, but not limited to, the payment of rent, the compliance of the environmental clauses herein included and the return of the Premises in proper condition at the termination of this Lease. On said termination, if TENANT is not in default of any of the terms and conditions of this Contract, LANDLORD will return to TENANT the sum of money, if any, held pursuant to this provision, after LANDLORD's Environmental Office certifies that there are no environmental deficiencies as a result of TENANT's manufacturing operation on the demised Premises.

SIX: TENANT agrees to have on the date of commencement of the term of this Lease a capitalization of $231,665.00.

Likewise TENANT agrees to install within six (6) months from the same date manufacturing machinery and equipment with a value of at least $1,208,803.00.

This shall not include the cost of transportation and installation thereof, nor its ordinary depreciation after installation; and within eighteen (18) months from the date of commencement of the term, to employ a minimum of fifty (50) persons in addition to the fifty (50) persons required to be employed at the original premises. The aforementioned levels shall be maintained throughout the term of this Lease or any extension thereof and shall be in addition to the of capitalization, machinery and employment levels established in the original Contract.

SEVEN: All notices, demands, approvals, consents and/or communications herein required or permitted shall be in writing. If by mail should be certified and to the following addresses; to LANDLORD: P.O. Box 362350, San Juan, Puerto Rico 00936-2350. To TENANT: Mr. Oscar Díaz, P.O. Box 377, San Germán, Puerto Rico 00753 863, Tel. 892-4586.

EIGHT: TENANT must comply, if required, with the rules and regulations of pretreatment established by the Puerto Rico Aqueduct and Sewer Authority, the Environmental Quality Board and the Environmental Protection Agency related to the industrial effluent discharged into the sanitary sewer system and their final disposition. Also, any improvement necessary to provide pre-treatment facilities for the above mentioned effluents shall be at TENANT'S own cost and expense and shall be conducted in coordination with LANDLORD's Engineering and Maintenance Departments.

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NINE: It is hereby agreed and understood that TENANT, at its own cost and expense, shall install an air conditioning system in the demised premises, in the event TENANT needs to use and/or install it in his process. Such air conditioning system shall be considered as a special facility from LANDLORD, and it shall be installed in coordination with LANDLORD'S Engineering and Maintenance Departments.

TEN: TENANT certifies and guarantees that at the date of subscribing this Contract it has submitted the Corporate Tax Returns Forms during the last five (5) years and does not have any tax debt pending with the Commonwealth of Puerto Rico, or is complying with the terms of a payment plan duly approved.

TENANT also certifies and guarantees that at the date of execution of this Contract it has paid unemployment insurance compensation, temporary disability insurance, and the driver's social security (as applicable); or is complying with a payment plan duly approved.

TENANT acknowledges that this is an essential condition of the Contract and if the above certification is incorrect in any of its parts, LANDLORD may cancel this Contract.

ELEVEN: LANDLORD reserves the right to audit the leased premises from time to time during the term of this contract, as LANDLORD may deem necessary, in order to assess all aspects of the environmental condition of said premises and TENANT's compliance with all environmental legislation and regulations, under Commonwealth and federal law; TENANT hereby agrees to provide access to all areas and structures of the premises for these purposes, upon LANDLORD's request, and to also provide access to all books, records, documents and instruments (except any confidential and/or privileged information and/or any trade secrets) which LANDLORD may deem necessary in order to fully audit the premises as herein stated.

TWELVE: TENANT shall furnish to LANDLORD, in addition to any other information, documents or instruments that may be required in this Contract:

a) Prompt written notice of the occurrence of any event that by law or regulation would require any oral, telephonic or written notice or communication to the US Environmental Protection Agency and/or to the Puerto Rico Environmental Quality Board, or any successor agency, and copies of all orders, notices or other communications and reports received, made or given in connection with any such event, and any enforcement action taken against TENANT or against any property owned, occupied or used by TENANT;

b) Quarterly certifications subscribed by an authorized representative designated by TENANT, as to the environmental condition of the leased premises, containing the information required by LANDLORD, which is specified in the form included as Schedule "B" of this contract, or any subsequent modification thereto;

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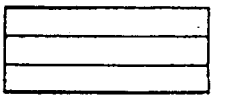

c) Any other information and documents relating to TENANT's compliance with environmental legislation and regulations under federal and commonwealth laws.

THIRTEEN: Environmental Protection and Compliance - TENANT shall, at TENANT's own cost and expense, maintain the Premises in thoroughly c lean conditions; free from solid waste, rubbish, garbage and/or other obstructions. Specifically TENANT shall not use said Premises, or allow it to be used, as a depository of, or as a dump for raw material, waste materials of any kind (including hazardous waste) as defined by the Resource Conservation and Recovery Act (RCRA), toxic or non-toxic substances. TENANT shall neither make any excavation for the purpose of storing, putting away and/or concealing raw materials or waste material of any kind. Underground storage of substances is specifically prohibited.

TENANT shall not conduct or authorize any activities at the Premises which may contribute to or result in a hazardous condition. TENANT shall not store in the Premises flammable or toxic substances without taking the proper precautions and complying with all applicable Federal, State and/or Municipal laws and regulations.

Should TENANT's activities at the Premises require the storage of hazardous and/or toxic materials and/or wastes, TENANT shall notify LANDLORD in writing. TENANT shall furnish LANDLORD with a copy of any and all permits issued for such storage activities.

TENANT shall also, at TENANT's own cost and expense, construct and maintain the processes or operating procedures within the Premises in compliance with the terms, conditions and commitments contained or specified in any Environmental Impact Statement, Environmental Assessment or any other analogous document reviewed by the Puerto Rico Economic Development Administration/LANDLORD as lead agency or by any other governmental agency in connection with the approval of the project.

TENANT shall also serve LANDLORD with a copy of any lawsuit, notice of violation, order to show cause or any other regulatory or legal action against TENANT in any environmentally-related case or issue.

TENANT shall also serve LANDLORD with a copy of any permits granted to TENANT for air emissions, water discharge, solid waste generation, storage, treatment or disposal, and for any hazardous or toxic waste raw materials or by-products used or generated, stored, treated and/or disposed.

TENANT shall also serve LANDLORD with a copy of any filing or notice to be filed by TENANT with any regulatory agency on any environmentally related case or issue, including but not limited to any matter involving underground or surface water pollution, hazardous or toxic waste spillage and ground contamination. The notice to LANDLORD shall take place no later than the actual filing for the pertinent documents with the regulatory agency.

TENANT further agrees and undertakes to install in the Premises, at its own cost and expense, such devices as may be necessary to prevent that any hazard, which may be caused or created by its operations may affect the environmental integrity of the landsite or may affect or cause any nuisance to adjacent TENANTS or the community in general, it being agreed and understood that creating or causing any such nuisance, shall be deemed an additional event of default under the provisions of this Contract.

TENANT further agrees and undertakes to abide by and comply with any and all rules, regulations and requirements of the Fire Department relative to the use and

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storage of raw materials, finished products or inflammable materials, or of any other governmental agency, having jurisdiction thereon, applicable to TENANT's operations at the Premises, and if requested by LANDLORD, shall submit evidence of such compliance; it being agreed and understood that noncompliance by TENANT with any of the aforementioned rules, regulations and requirements shall be deemed, in each of such cases, an additional event of default under the provisions of this Contract.

TENANT agrees to indemnify, defend and hold harmless LANDLORD from and against and in respect of any and all claims, damages, losses, liabilities and expenses, lawsuits, deficiencies, interest, fines, penalties, attorneys' and consultants fees, and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by LANDLORD or asserted against LANDLORD by any other party or parties (including government agencies) in connection with any environmental conditions or any noncompliance with any federal, state, or local environmental laws, regulations or policies, caused by or resulting from activities conducted at the additional premises by TENANT after the date of this agreement.
LANDLORD agrees to indemnify, defend and hold harmless TENANT, its subsidiaries, affiliates, successors, and assigns, and its respective directors, officers, employees, shareholders, representatives, and agents (hereinafter collectively referred to as "TENANT", from and against and in respect of any and all claims, damages, losses, liabilities and expenses, lawsuits, deficiencies, interest, fines, penalties, attorneys' and consultants fees, and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by TENANT or asserted against TENANT by any other party or parties (including government agencies) in connection with any environmental conditions (whether now known or hereafter discovered) or any activity or non-compliance with any federal, state, or local environmental laws, regulations or policies, caused by or resulting from activities conducted before the date of this Agreement. Without limiting the generality of the foregoing, LANDLORD's indemnity shall also cover the past current or future activities of LANDLORD, or any person holding an interest in or having a right to possession of any portion of the Additional Premises through LANDLORD.

FOURTEEN: TENANT hereby guarantees to LANDLORD, that, neither he, or any of its stockholders, in case of a corporation, owes any money to LANDLORD under its corporate name or any other corporate name and/or person.

FIFTEEN: TENANT shall not transfer, lease, burden or dispose of in any way of the equipment used on its operations without the previous written notice to LANDLORD.

SIXTEEN: TENANT shall not sell, lease or transfer in any way its operations to any other tenant without the previous written consent of LANDLORD, which consent shall not be unreasonably withheld.

SEVENTEEN: TENANT shall, at its own cost and expense, construct and/or install all necessary equipment required to connect the building's electrical system to the Puerto Rico Electrical Power Authority's electrical distribution lines, such connection to be made in compliance with the requirements of PREPA.

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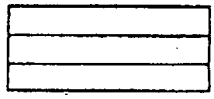

EIGHTEEN: LANDLORD agrees that TENANT is not required under the terms of this agreement to obtain LANDLORD's authorization to undertake non-structural improvements to the "Additional Facilities

NINETEEN: If Tenant enters into a Purchase Agreement with Landlord for the Additional Premises, for purposes of assessing the Purchase Price, the improvements thereto shall not be taken into consideration and the property shall be considered as if it were in the condition as of date of this Agreement.

TWENTY: Inasmuch as TENANT represented that in order to carry out its operations it is necessary to use, operate and maintain a printing machine; it is hereby specifically agreed and understood that:

(1) Such installation shall be made in coordination with LANDLORD;

(2) TENANT shall request and obtain from the Environmental Quality Board, the necessary permit to operate the said installation and, thereafter, shall abide by and comply with all requirements imposed by the said Board for such operations.

It being further agreed and understood that non-compliance by TENANT with the foregoing provisions shall constitute an additional event of default under the provisions of this Contract.

TWENTY ONE: Anything herein to the contrary notwithstanding, the parties have agreed and understood that the following special facilities, shall be utilized by TENANT "AS IS" and "WHERE IS", free of charge, but TENANT shall repair and maintain said special facilities as provided under the applicable provisions of the Contract:

A) SPRINKLER SYSTEMS

The above mentioned special facilities shall be deemed an integral part of the demised premises and as such subject to and covered by the terms and conditions of this contract as they may be applicable thereto.

TWENTY TWO: All terms and conditions of the Lease Contract executed on April 23, 1987 shall be deemed supplemented and amended to the extend inconsistent with the terms hereof and the ones not expressly supplemented and amended shall remain in full force and effect.

TWENTY THREE: TENANT agrees to submit to LANDLORD within thirty (30) days from the date of execution of this Contract a certificate of a resolution of its Board of Directors either authorizing or ratifying the execution of this Contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have respectively signed upon proper authority this Lease, this day of

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PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

By: _____

INSERT CORPORATION OF PR (INSERTCO) INC.
66-039-6322

By: _____

INICIALES AQUI

MENASHA CORPORATION

August 8, 1995

VIA TELECOPIER

Mr. Juan Carlos Fierres
Fiddler Gonzalez & Rodriguez
P.O. Box 363507
San Juan Puerto Rico 00936-3507

Dear Mr. Fierres:

We have ~~revised~~ reviewed the enclosed final draft of the Supplemental Lease Agreement between PRIDCO and INSERTCO and find it acceptable. We hereby authorize you to execute the Lease Agreement on behalf of INSERTCO and pursuant to Menasha's Corporate Resolution issued on July 12 1995.

By: Assoc Gen'l Counsel; Asst Secretary

MENASHA CORPORATION

FIDDLER GONZALEZ & RODRIGUEZ
ATTORNEYS AND COUNSELLORS AT LAW
P O BOX 363507
SAN JUAN, P.R. 00936-3507

TELEPHONE (809) 753-3113
FAX (809) 759-3123

DIRECT DIAL NUMBER: Juan Carlos Fierres (809) 759-3209

THE CHASE MANHATTAN BANK BUILDING
254 MUÑOZ RIVERA AVENUE
6TH FLOOR
HATO REY, P.R. 00918

August 8, 1995

VIA TELECOPIER

Mr. Glenn Holcombe
Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Dear Mr. Holcombe:

I have an appointment this afternoon at PRIDCO to sign the Lease Agreement on behalf of INSERTCO. I would appreciate if this morning, you or Mr. DeRossi could revise the final draft and sign the enclosed form authorizing me to execute the agreement.

Please call me if you have any questions regarding this issue.

Cordially,

Juan Carlos Fierres

Environmental Analysis

NJP Insertco PRIDCO Building S-0551-0-54
San Germán, Puerto Rico

Installation of a
Wastewater Discharge & Disposition Reduction System;
Construction of a Storage Room

December 16, 1996

Introduction

NJP Insertco has been in operations since 1985 with the former name of Insert Corporation of Puerto Rico, Inc., but with Menasha Corporation's acquisition in March 1995, an expansion project began and starting on March 1996, we moved our Insert and Outsert manufacturing operations to PRIDCO facility S-0551-0-54, located at Industrial Park El Retiro, San Germán.

In our search for a safer workplace, we have incorporated the usage of more environmentally conscious products and raw materials, at the cost of the generation of a wastewater stream that arises from our printing process whose disposition costs have led us to the installation of a wastewater evaporation system that will help us reduce the regular wastewater volume by around 95%[1].

Even though there will not be a negative environmental impact from the installation, usage and maintenance of the evaporation unit, the construction of a Storage Room at the Southwest portion of the facility is required to house the evaporator and its instrumentation, a project which will be discussed throughout this document.

This Environmental Analysis is submitted in compliance with the Public Environmental Policy Law of the Commonwealth of Puerto Rico; Article 4C, Law #9 of June 18, 1970.

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1 Additional information on the evaporation system is included as part of Appendix A.

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Project Description

For the installation of the LS-55 Evaporation Still, the construction of a Storage room at the southwestern part of PRIDCO facility S-0551-0-54, located at Industrial Park El Retiro in San Germán is required. This storage room will at the same time store the chemicals used intrinsically in our production process, all of which are currently being kept in our original facility and have to be transported and/or transferred every time their usage is required.

Facility Description

The structure consists of 36,000 ft^2 of internal production area, in which our production printing process has been arranged; together with enough area for the storage of raw materials, an employee break-room, and a designated area for conferences and/or training sessions. The facility is bounded by a vacant PRIDCO facility at the north, Wallace International and PREPA's electrical substation at the west, General Electric's facility on the south, and a drainage ditch that runs parallel to PR 102 at the east[2].

The storage room in discussion will occupy an area of 220 ft^2 (12' x 18') and will be constructed out of concrete, 4 x 4 columns of galvanized iron, structural iron (or its equivalent) and galvalun. An internal electrical grounding system will be installed to provide for the proper groundage of all flammable liquid containers, as well as for the evaporation unit.

---

2 Further details can be appreciated by referring to Appendix B, Site Plan of Insertco Facility

Utilities

Water will be one of the utilities required for the condenser and cooling coil that drops the temperature of the evaporator's chest. At regular operation, the condenser requires a flow of 1½ g.p.m., while the cooling coil requires 7 g.p.m. for the tank cool-down. The condenser will work while the evaporator is in operation for approximately 12 hours; the cooling coil will require water flow for one hour, as recommended by the manufacturer.

Outlet temperatures are well within the PRASA parameters for sewer discharge temperature of 104 °F (40 °C); the outlet temperature from the condenser is expected to be 80°F, 102°F from the cooling coil. All calculations are included as part of this documentation on Appendix C [3].

Power consumption of the evaporation unit will not exceed 6.6 kVA (220 V x 30 A; single phase) which could be considered non-significant, since our average consumption is near the vicinity of 440 kVA and the electrical transformer that energizes the whole facility has a capacity of 1,000 kVA. No significant changes or alterations will be required in the internal electrical distribution other than providing a 220 V; single phase line, similar to the one installed for the domestic usage of an electrical stove.

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[3] Thermodynamic properties were all obtained from Perry's Chemical Engineers Handbook, 6 Edition; equations used were obtained from Randall N. Robinson's Chemical Engineers Reference Manual and Larry E. Wright's Chemical Engineering Quick Reference Cards.

Operation Process

The LS-55 Little Still Solvent Recovery Unit is manufactured by Finish Engineering Co., Inc., Pennsylvania; originally designed to recover contaminated organic solvents safely. Its construction design is an advantage for our project, since the unit comes will many safety standard features, such as an explosion proof tank and NEMA-7 instrumentation. These exceeded safety features will provide a safer environment for operators working with a non-flammable and non-explosive waste stream. Our wastewater proved to be non-hazardous after tested for RCRA parameters of ignitability, corrosivity and reactivity. In our situation, the solvent recovered is essentially water with dissolved organics in concentrations of parts per billion (ppb).

Unit operation consists mainly on an electrical resistance that will transfer heat directly to a boiling tank. All the wastewater to be evaporated will be poured directly to a polyethylene liner inside the tank which will serve to permit the collection of waste concentrates easily without having to clean the tank itself and to protect the walls of the tank from fouling accumulation, which leads to higher costs in electrical consumption due to poor heat transfer. Once the material evaporates, convective flow transfers it through the condensing heat exchanger. All water condensates will be collected in designated drums and reused.

Electrical and heat transferring parts are properly isolated from the operator. The boiling tank capacity is 55 gallons and the unit is capable of evaporating up to 4 gallons per hour of our particular waste.

Environmental Considerations

Water

The equipment requires water for the condensation of distillates and if it were necessary, for the cool-down of the tank itself. The volume of water for condensation will be approximately 72 gallons a month and chest cool-down will not require more than 30 gallons a month, for a total of 102 ± 10% gallons on a monthly basis, or 3.4 GPD. This water will not undergo any chemical processing and its discharge will be at a temperature slightly higher than that received[4], but still under the discharge limit of 40°C established by PRASA.

The additional discharge volume should not adversely affect NJP Insertco, nor San Germán's wastewater treatment plant, since these 102 gallons represent less than 0.5% of the discharge originally reported to PRASA of 20,440 gallons per month (730 G.P.D.) on the Industrial Survey Questionnaire submitted back in October 1995.

Air

The evaporation process will take place in a closed container and generate water vapor which will be condensed and reused. No emissions will result from this process that could harm the environment in any way, since testing our wastewater stream in detection limits of up to 0.001 mg/L for Volatile and Semi-Volatile Organic Compounds, no traces were found[5].

Stormwater

All equipment will be maintained inside a storage room, so no exposure to Stormwater

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4 Calculations are included as part of Appendix C.

5 Beckton Laboratories results are included as part of Appendix D.

will occur. At the same time, the Storage Room will be constructed with internal contention devices, as to retain any incidental spill of either chemicals or wastewater. NJP Insertco has its own Incidental Spill Response team and a written plan for incidental spill response with documentation on all training sessions, all available upon request.

Waste Generation and Noise

Solid and Special Waste

NJP Insertco's wastewater stream has been certified as Non-Hazardous by a privately owned Analytical Laboratory. All liquid wastes are collected at NJP Insertco by private transporters contracted by BFI and disposed of at BFI's industrial cell in Ponce, Puerto Rico.

No solid wastes will be generated from this process and distillation bottoms will continue to be sent to BFI's solidification pit. Distillation bottoms generated throughout the year will not exceed 100 gallons.

Noise

This equipment has no impact or moving operable parts. Still, NJP Insertco will keep providing all necessary and required PPE to all operators.

Noise levels are expected to remain in the vicinity of 65 to 75 db.

Social and Economical Aspects

Because of its random usage, this equipment will not require any permanent designated personnel for its operation, thus no new or further employees will be required.
Total costs for this project should remain below $3,000 dollars.

Appendix A

Evaporation Still Specifications

WASTE SOLVENT STILL ... TECHNOLOGY

MODEL LS-55 *

LITTLE STILL MANUAL

* Patent Pending

April 1984 Rev. II

Phone (814) 455-4478

MODEL LS-55

LITTLE STILL MANUAL

Manufactured by
Finish Engineering Company, Inc.
921 Greengarden Road
Erie, Pennsylvania 16501

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NOTE: Teflon is DuPont's registered trademark for non-stick finishes.

INTRODUCTION, APPLICATION PRECAUTIONS AND WARRANTY

INTRODUCTION

The Fin-E-Co LS-55 Little Still Series (standard or vacuum) makes it possible for you to reclaim contaminated solvents in your plant safely.

1. Advantages

   a. Recovery costs pennies per gallon.
   b. Eliminate disposal problem.
   c. High recovery of pure solvents.
   d. Anyone can operate.
   e. Low investment.
   f. No maintenance.

2. Typical Solvents

Acetone	Trichlorethylene
MEK	Methylene Chloride
MIBK	Carbon Tetrachloride
Alcohols	Heptane
Toluene	Hexane
Xylene	Plus many others

3. Easy to Use

   a. Insert Teflon coated STILPAN into Teflon coated boiling chamber.
   b. Fill unit with 55 gallons of contaminated solvent.
   c. Secure lid.
   d. Turn switch to "ON" position.
   e. Follow operating label instructions.

4. Operating Time

   Average 55 gallons in 8-10 hours.

APPLICATION PRECAUTIONS

Specific application parameters must be understood, followed, and acted on before operating your LS Series Little Still.

A high majority of general industrial solvents and contaminations (paints, inks, resins, oils, dirt, etc.) easily and safely confirm to our LS Series thermal distillation process.

The LS Series user generally knows the materials (solvents and contaminates) and their composition. The ultimate, important question is "Will the materials, as the temperature rises, cause any reactions leading to an unsafe condition for personnel or adversely affect the LS unit's operation?"

Important. The LS Series is a boiling vessel, NOT a reaction vessel. Generally, chemical and physical reactions must not be allowed to occur unless the LS user is completely experienced with the material's effect from temperature rise and prepared to control or treat the reaction.

Should the LS user be unfamiliar with rising temperature affecting the material, two or more of the following actions must be taken:

a. Technical consideration.
b. Micro-scale laboratory tests.
c. Beaker-scale laboratory tests.
d. Careful still operation with a reduced quantity of feed.
e. Cautious still operation with the standard feed quantity ("cautious" means watched and information noted throughout operation).

THE ABSOLUTE MINIMUM CASE IS a. AND e.!

The LS Still user may use in-house experience and/or facilities to self-complete the above guideline steps. If not, the LS Still user must contact the respective field representative or home office.

WARRANTY

When the LS Little Still Series is operated strictly in accordance with furnished instructions, the Model LS Series is guaranteed to recover solvents, and warranted 180 days from date of shipment against manufacturing defects in material and workmanship.

MODEL LS-55 LITTLE STILL SOLVENT RECLAIMER

INSTALLATION INSTRUCTIONS

Manufactured by:
Finish Engineering Company
921 Greengarden Road
Erie, Pennsylvania 16501

UNCRATING: Upon delivery, the LS-55 should be uncrated and inspected for any damage which may have occurred while in transit. If any damage is found, it should be reported to Finish Engineering Company and, at the same time, a claim for damages must be filed with the carrier.

SET-UP: The LS-55 should be set on a level floor in an area suitable to handle solvent vapors. The area should be large enough to handle all of the containers used during operation.

ELECTRICAL HOOK-UP: The LS-55 requires an electrical supply of 220 volts, 50 or 60 Hz, 30 amps, single phase, with a ground. The unit as shipped will meet the National Electrical Code, Articles 500 and 501, Class 1, Division 1, Group D for hazardous locations. Care should be taken to see that all other wiring to the unit also meets the N.E.C.

All electrical connections are made in a junction box located on the lower back corner of the condenser cabinet.

The unit is shipped with the internal sealing fittings potted. After the power cord is attached, the last sealing fitting must be potted.

Important: Because you are dealing with solvents, you must make sure the unit has a good electrical ground. It is also recommended that you run a separate static ground wire between the LS-55 and an earth ground.

WATER HOOK-UP:

The LS-55 requires 1 to 1½ GPM of water to the condenser and 2 to 5 GPM of water to the cooling coil. Both lines should have separate valves and drains. (See "Recommended Piping Connections"-page 6)

The condenser water inlet and outlet are located on the back side of the cabinet and are set up for use with a 3/4 straight hose fitting.

The cooling coil water inlet and outlet are located on the lower back side of the cabinet. They also use 3/4 straight hose fittings.

Note: The cooling coil is never used when the power is on.

Model LS-55 Little Still

ASSEMBLY INSTRUCTIONS

The LS-55 will require some assembly after uncrating.

In this manual, you will find a parts list and assembly drawing which will help in the assembly of your unit.

Discharge Hose (#3) (Standard) is inserted through the grommet on the side of the unit and threaded into the coupling inside.

Flame Arrester and Drum Adapter (#4) (Option) are shipped as an assembly which is to be inserted through the grommet on the side of the cabinet and threaded into the coupling inside.

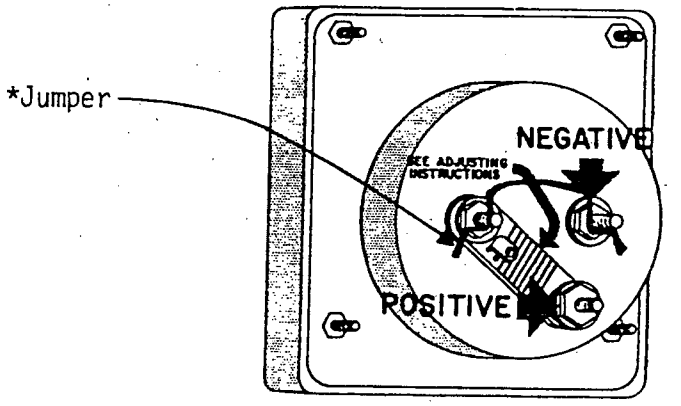
Ground Clamps (#6) are to be attached to the base using the 10-32 screws provided (#5).

Pressure Relief Valve (#13) is threaded into the coupling protruding from the insulation cover (#12).

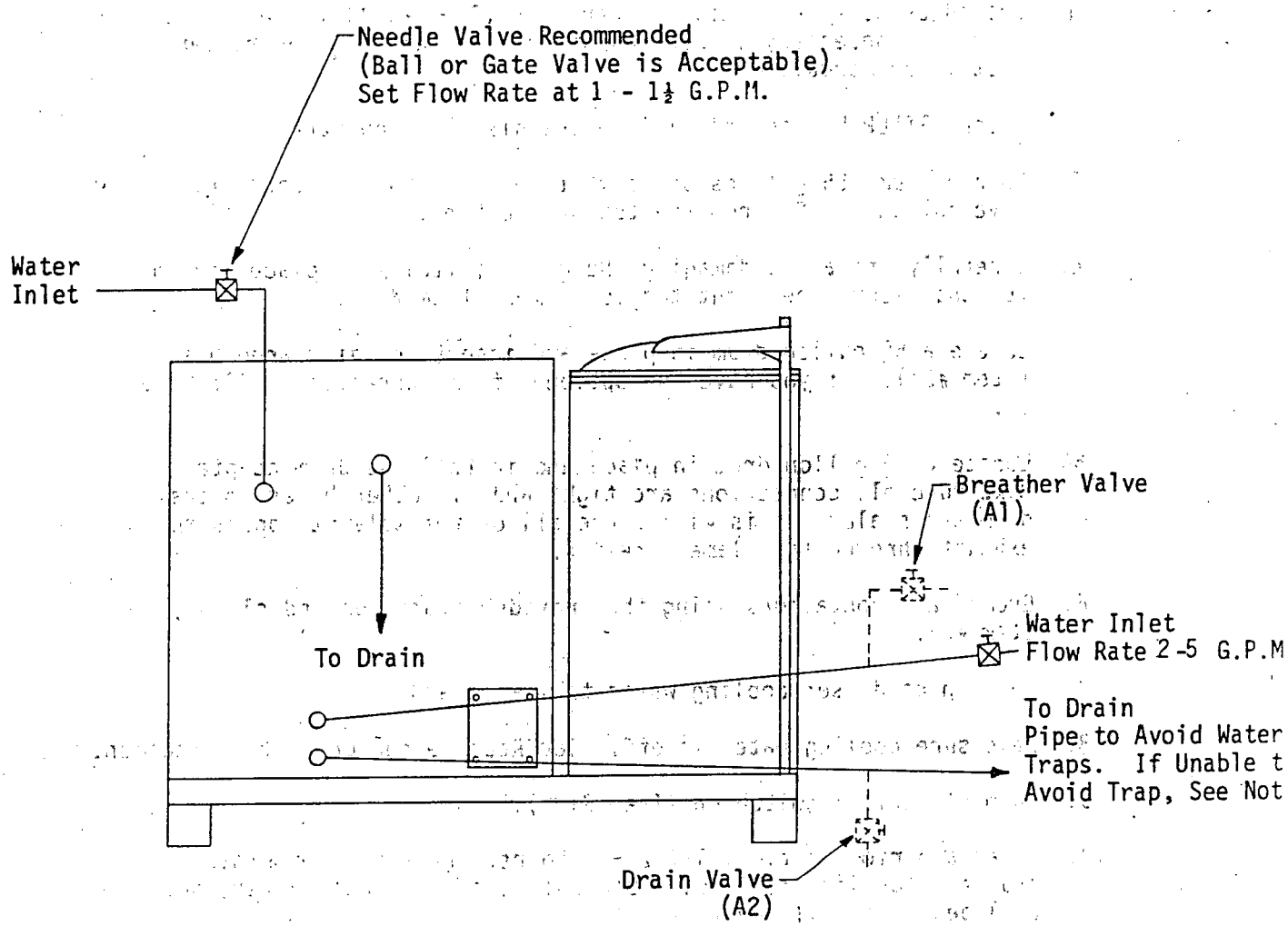
Vapor Temperature Gauge (#17) is installed after shipping because of the hair-like wire used to hold the needle. Place the gauge into the front panel and secure in place by the two 4-40 nuts. After installation of temperature gauge, shipping jumper* must be removed from terminals. After which, the thermocouple wires are connected to the back of the gauge with the 10-32 nuts.

Note: White wire is pos. (+) and red wire is neg. (-).

(Picture of Gauge and Jumper)



RECOMMENDED PIPING CONNECTIONS FOR COOLING COILS



NOTE

If trap is unavoidable, install a breather valve (A1) and a drain valve (A2). Install drain valve (A2) before the water trap. After cooling process is complete (before turning unit on), close the water inlet valve, open breather valve (A1), and open drain valve (A2). If line is not drained properly, the excess water will turn to steam - thus robbing you of energy and heat-up time.

OPERATION

The LS-55 requires very little operator time. The following steps should be followed as a guideline:

1. Set adjustable temperature controller (Item #14*) to desired temperature (if necessary). See "Adjustable Temperature Controller" section of manual.

2. Insert STILPAN (Item #11*) into the distillation tank.

3. Pour or pump 55 gallons of solvent into the boiling chamber. Fifty-five gallons is 9" from the top of the tank.

4. Carefully (to avoid damaging the gasket, Item #7*) place lid on top and secure the eight toggle clamps, Item #15*.

5. Locate a 55 gallon drum in place and insert the discharge hose (Item #3*). If you have the optional flame arrester, follow Step 5A.

5A. Locate a 55 gallon drum in place and install the drum adapter. Make sure all connections are tight and all other holes in the drum are sealed. This will force all of the solvent vapors to exhaust through the flame arrester.

6. Ground all containers using the provided static ground clamps, Item #6*.

7. Turn on condenser cooling water to 1 - 1½ GPM.

8. Make sure cooling water is off. See Recommended Cooling Connection.

9. Turn electrical switch on (Item #18*).

10. After a period of time, 1-1/2 - 2 hours, the vapor temperature, indicated by Item #17*, will begin to rise. Shortly after, solvent will begin to fill the tank.

11. When the vapor temperature starts to fall, the bulk of the solvent has been reclaimed.

12. Turn off electrical switch.

13. Turn on cooling water.

14. After approximately one hour, turn off condenser water.

15. Unclamp lid and lift very slowly.
16. Remove STILPAN (Item #11) using LIFTBAR (Item #8*).
17. Turn off cooling coil water.
18. Repeat operation.

* Item number from parts diagram.

MUST DO LIST

The following is a list of actions that must be done for safe and proper operation of your Still. These are essential, not only for safety reasons but also to allow your LS-55 Still to be effective in your application. No exceptions to the following should be made.

1. Do NOT overfill. Add 55 gallons maximum (9" from the top of the Still).

   - The free space is not only for thermal expansion, but to allow some room for boiling foam and liquid droplet disengagement.

2. The pressure relief valve must be free-moving, i.e. the disc should be free to slide open.

   - Should be checked daily.

3. The cooling coil at the very bottom of the Still must be piped in a manner that, during operation, the water is drained out of the coil.

   - This requires opening the lower pipe to the drain and venting the higher pipe. Improperly done, this water can rob a majority of the LS-55's heat.

4. The solvent receiving drum must be grounded. The container that feeds the unit should also be grounded.

5. Be sure the location of your vent is perfectly safe.

   - For example, no possibility of a cigarette being thrown in that area.

ADJUSTABLE TEMPERATURE CONTROLLER

The LS-55 is equipped with dual, sealed-in temperature controllers. These disallow the vessel's bottom temperature from exceeding 350°F. These are only adjustable and fixed-set by the factory. These controllers render the LS-55 safe in handling flammable solvents and achieve rating of Class I, Group D, NEMA 7 (full explosionproof rating).

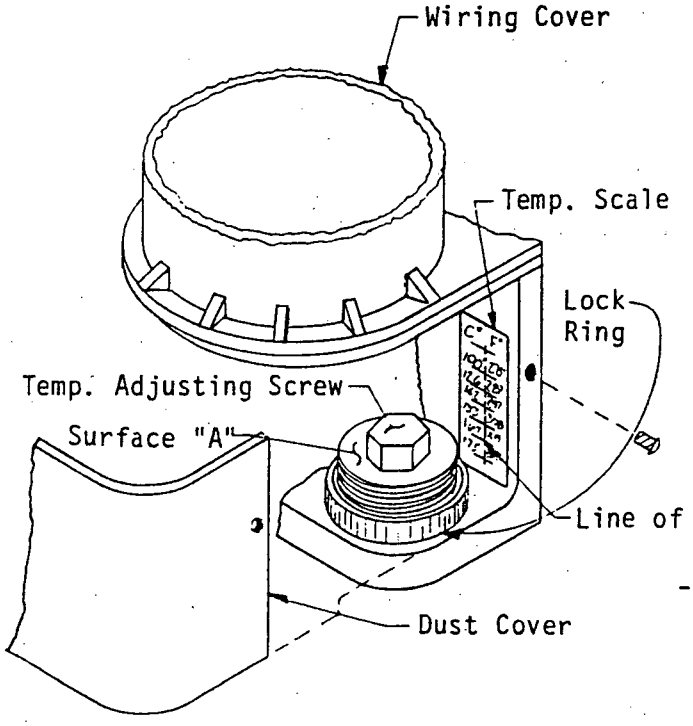
The LS-55 is further equipped with an adjustable temperature controller (Still Part No. LS-55-14). This allows operator to set the maximum temperature of vessel's bottom. Per above, this will not exceed 350°F.

Why set temperature lower than 350°F?

1. Using the chart on page 23, we can see that the heating element temperature stays within 50°F of the solvent temperature until the majority of the solvent has been reclaimed.
2. Higher temperatures may cause unnecessary drying or charring of the residue.
3. Lower temperatures can be more energy efficient.

   Trial run (even consult with Finish Engineering) a few "loads" to determine best, practical temperature.

Directions for Setting Temperature Controller.



1. Remove dust cover.
2. Loosen lock ring.
3. Raise or lower temp. adjusting screw to desired temp. (To get desired temp., align surface "A" with red line on temp. scale.)
4. Tighten lock ring.
5. Replace dust cover.

Note: Set controller at 50°F above the boiling point of solvent being reclaimed. (Contaminant and amount of contaminant may vary this setting.)

MAINTENANCE

The LS-55 requires very little maintenance. Following are items that should be checked every 40-60 hours of operation.

1. Inspect distillation tank gasket for cracks or damage that may have resulted by dropping the lid on it. Damage to this gasket could result in vapor leaks. Only remove this gasket when replacement is intended.

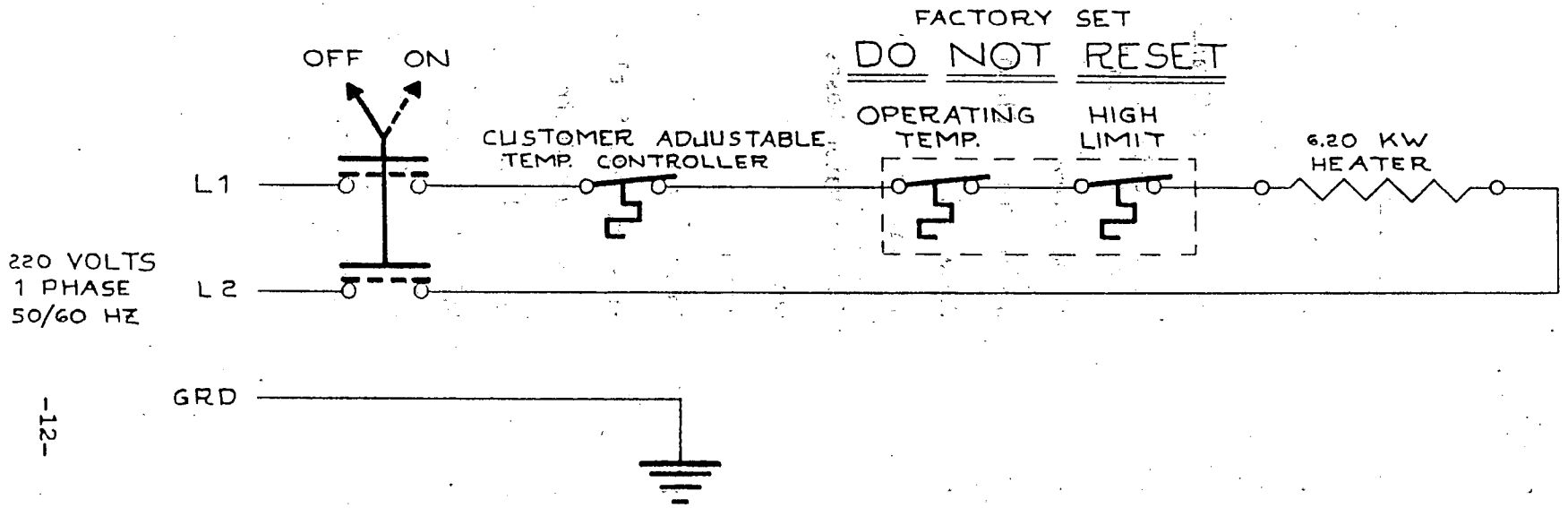
2. Inspect the pressure relief valve to make certain no plugging has occurred. Clear if necessary.

3. Inspect ground cables for frayed wire and clamp for operational thumb screws.

4. Inspect distillation tank walls and bottom for contaminated solvent that may have spilled and dried. Clean if necessary.

   If you must scrape the tank walls, do so only with a hard plastic piece - never a metal object. The Teflon coating is quite thick and tough, but can be damaged by an energetic worker using the wrong tools.

L...	SYM	R... ON R...	DR.



NOTE:

1) ALL INTERNAL SEALING FITTINGS SEALED AT FACTORY, ENTRANCE SEALING FITTING TO BE FILLED BY CUSTOMER.
2) ALL WIRING TO MEET ARTICLE 501 OF THE NATIONAL ELECTRIC CODE CLASS 1 GROUP D OR NEMA 7.

TOLERANCES (EXCEPT AS NOTED)	FINISH ENGINEERING CO., INC.		
DECIMAL ±		SCALE ~~X~~	DRAWN BY BILL DANIELEWICZ APPROVED BY
FRACTIONAL ±	TITLE ELECTRIC SCHEMATIC		
ANGULAR ±	DATE 12-6-82	DRAWING NUMBER A-LS-55-1	

LS-55 Little Still

PARTS LIST

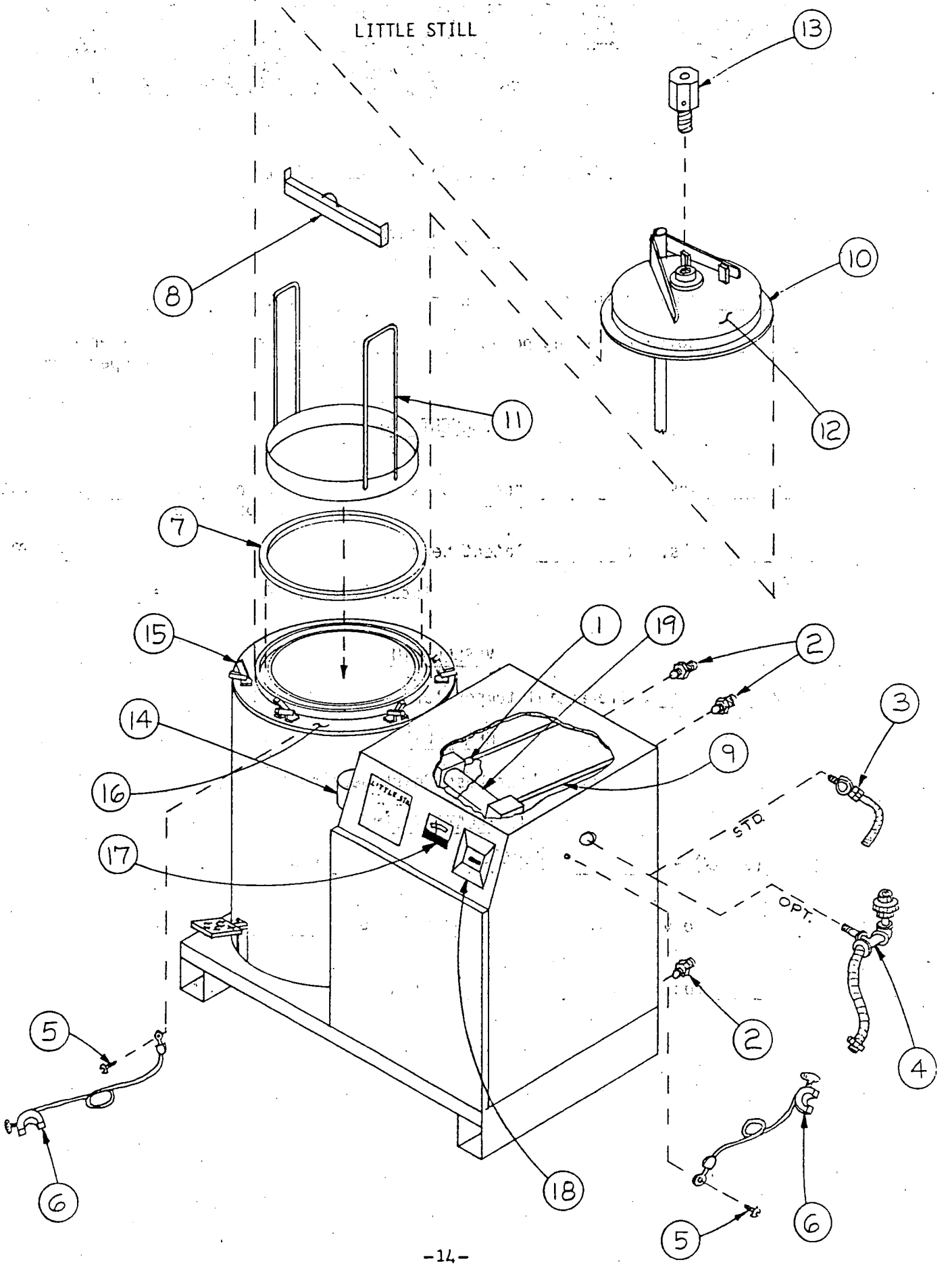
(See Parts Diagram)

Diagram Item No.	Still Part No.	Qty.	Description
1	LS-55-1	1	Thermocouple
2	LS-55-2	4	Hose Adapter
3	LS-55-3	1	Discharge Hose (Standard)
4	LS-55-4	1	Flame Arrester & Drum Adapter Assembly (Option)
5	LS-55-5	2	10-32 Screws
6	LS-55-6	2	Static Ground Clamp
7	LS-55-7	1	Gasket
8	LS-55-8	1	LIFTBAR
9	LS-55-9	2	Cooling Water Hoses
10	LS-55-10	1	Cover
11	LS-55-11	1	STILPAN
12	LS-55-12	1	Insulation Cover
13	LS-55-13	1	Pressure Relief Valve
14	LS-55-14	1	Temperature Controller
15	LS-55-15	8	Toggle Clamp
16	LS-55-16	1	Nylon Spill Guard
17	LS-55-17	1	Vapor Temperature Gauge
18	LS-55-18	1	Electric On/Off Switch
19	LS-55-19	1	Heat Exchanger

PARTS DIAGRAM

LS-55

LITTLE STILL



WASTE SOLVENT STILL ... TECHNOLOGY

LS-55 DISTILLATION TIME CALCULATION

SOLVENT DATA

_____ solvent lbs./gal. x 55 = _____ lbs.

_____ solvent boiling point - _____ room temp. = _____ differential temperature

SOLVENT BTU

_____ lbs. x _____ specific heat x _____ differential temperature = _____ BTU

_____ lbs. x _____ latent heat = _____ BTU

Total Solvent BTU = _____

VESSEL BTU

85 x _____ differential temperature = _____ BTU.

HEAT LOSS

(See Heat Loss Chart Section)

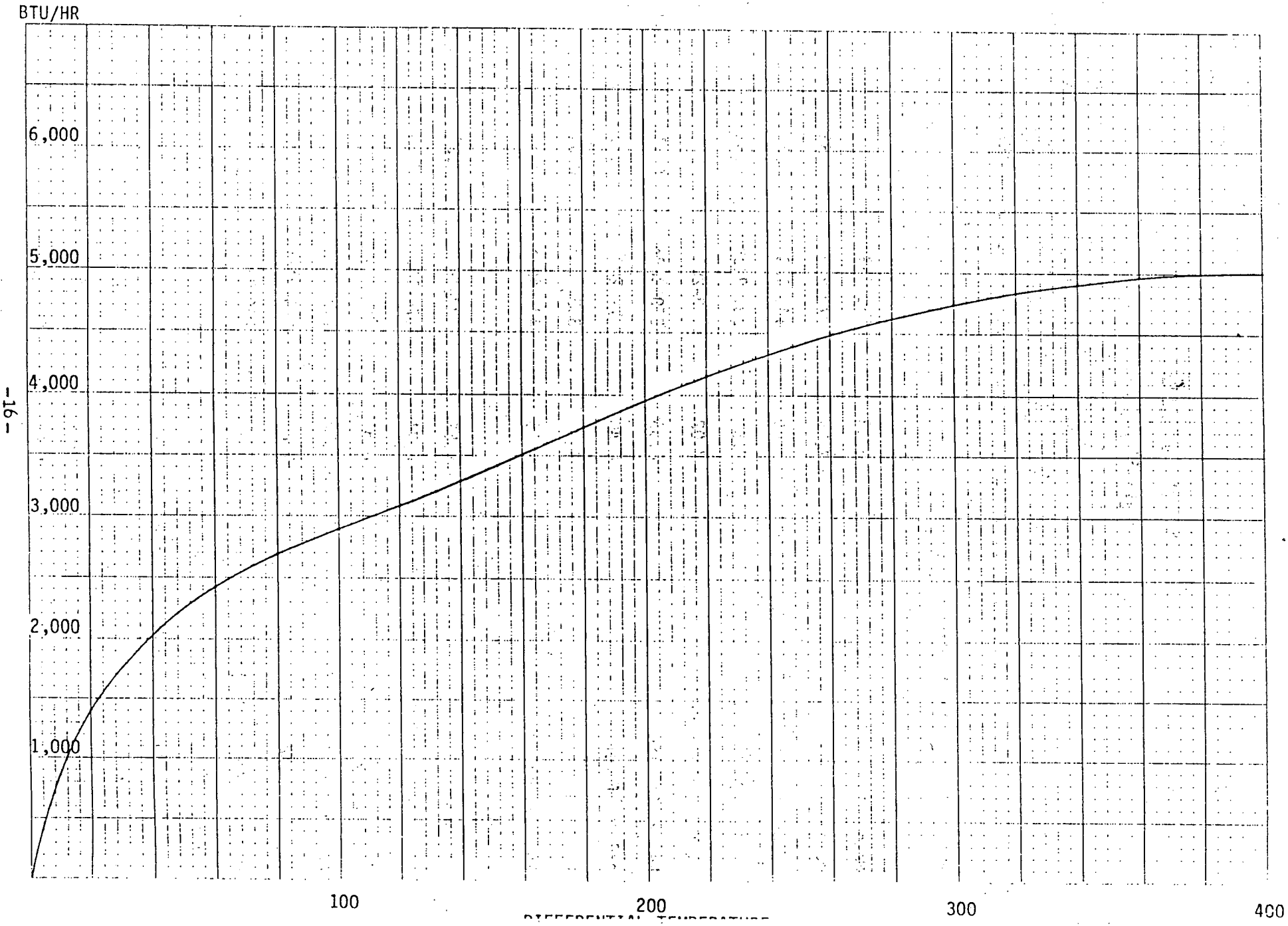
DISTILLATION TIME

21173 (6.2KW) - _____ $\frac{\text{BTU/hr.}}{\text{heat loss}}$ = _____ BTU input/hour.

_____ solvent BTU + _____ Vessel BTU = _____ BTU TOTAL

_____ total BTU ÷ _____ input BTU = _____ hours.

LS-55 HEAT LOSS



SOLVENT DATA SHEET

LITTLE STILL LS-55

Solvent	Pounds Per Gallon At 68°F	Boiling Range °F	Specific Heat Liquid At 68°F Btu/(lb)(°F)	Latent Heat At B.P. Btu/lb
Ethers and Ether Alcohols				
Methyl Cellosolve	8.03	250-259	0.53	243
Cellosolve	7.74	270-279	0.56	234
Isopropyl Ether	6.04	145-158	0.51	123
n-Butyl Cellosolve	7.51	331-343*	0.58	171
Diethyl Cellosolve	7.02	243-264	-	178
Methyl Carbitol	8.56	370-388*	0.51	163
n-Butyl Ether	6.40	279-289	0.49	122
Carbitol	8.55	365-401*	0.55	173
Butyl Carbitol	7.95	428-455*	0.55	111
Ketones				
Acetone	6.58	132-134	0.51	224
Methyl Ethyl Ketone	6.71	174-177	0.53	191
Diethyl Ketone	6.80	212-219	0.56	163
Methyl n-Propyl Ketone	6.72	214-225	-	180
Cyclohexanone	7.88	266-343*	0.49	-
Methyl Isobutyl Ketone	6.68	234-244	0.50	157
Methyl n-Butyl Ketone	6.83	237-279	0.55	148
Methyl Cyclohexanone (mixed isomers)	7.67	237-343*	0.44	-
Acetonyl Acetone	8.10	365-383*	-	-
Diisopropyl Ketone	6.73	237-261	-	-
Methyl n-Amyl Ketone	6.81	297-309*	-	149
Diacetone	7.82	266-356*	0.50	200

SOLVENT DATA SHEET

LITTLE STILL LS-55

Solvent	Pounds Per Gallon At 68°F	Boiling Range °F	Specific Heat Liquid At 68°F Btu/(lb)(°F)	Latent Heat At B.P. Btu/lb
Esters				
Methyl Acetate	7.58	127-136	0.47	177
Ethyl Acetate (85-88%)	7.37	158-176	-	-
Ethyl Acetate (99%)	7.50	169-174	0.46	158
Isobutyl Acetate	7.24	220-246	0.46	133
n-Butyl Acetate	7.28	244-262	0.51	133
sec-Butyl Acetate	7.27	219-239	0.46	140
Methyl Cellosolve Acetate	8.37	279-306	0.50	158
Amyl Acetate (mixed isomers)	7.21	259-311	0.49	123
sec-Amyl Acetate	7.18	259-293	-	-
n-Butyl Propionate	7.27	255-340*	0.46	129
Cellosolve Acetate	8.10	302-320	0.49	145
Aromatics				
Benzol (Benzene)	7.32	172-176	0.42	170
Toluol (Toluene)	7.20	228-232	0.41	156
Xylol (Xylene) (mixed isomers)	7.17	261-318	0.40	147
Hi-Flash Coal Tar Naphtha	7.12	293-392*	-	-
m-Cresol	8.66	396-406*	0.55	181
Terpenes				
Dipentine (di)	7.10	342-374*	-	125
Turpentine Gum Spirits	7.21	313-340*	-	123
Turpentine Steam Distill.	7.13	311-343*	-	123

SOLVENT DATA SHEET

LITTLE STILL LS-55

Solvent	Pounds Per Gallon At 68°F	Boiling Range °F	Specific Heat Liquid At 68°F Btu/(lb)(°F)	Latent Heat At B.P. Btu/lb
Chlorinated Hydrocarbons				
n-Propyl Chloride	7.43	113-117	-	-
Isopropyl Chloride	7.17	94-104	-	-
Methylene Chloride	11.07	102-106	0.28	141
Dichloroethylene (1,1)	10.43	99	-	-
Ethylene Dichloride	10.45	180-183	0.31	139
Monochlorobenzene	9.23	266-273	0.32	140
Propylene Dichloride	9.65	204-208	0.33	123
Chloroform	12.43	142	0.23	106
Trichloroethylene (extraction)	12.22	188-198	0.23	103
Trichloroethylene (degreasing)	12.22	188-190	0.23	103
Trichloroethane (1,1,2)	12.04	230-239	0.27	109
Methyl Chloroform	11.04	162-190	-	-
Bis (2-Chloroethyl) Ether	10.17	347-365*	0.37	115
Ortho Dichlorobenzene	10.89	351-361*	0.27	117
1,2,3 Trichloropropane	11.59	313-317	-	112
Carbon Tetrachloride	13.30	171-172	0.21	84
Perchloroethylene	13.55	250-254	0.21	90
Tetrachloroethane (Symmetrical)	13.35	295-297	0.27	99
Tetrachloroethane (Unsymmetrical)	13.25	264-267	-	-
Bis (B-Chloroisopropyl)Ether	9.26	365-374*	0.38	117
Trichlorobenzene (mixed isomers)	12.15	415-423*	0.20	105

SOLVENT DATA SHEET

LITTLE STILL LS-55

Solvent	Pounds Per Gallon At 68°F	Boiling Range °F	Specific Heat Liquid At 68°F Btu/(lb)(°F)	Latent Heat At B.P. Btu/lb
Aliphatic Petroleum				
n-Pentane	5.22	91-106	0.54	154
Textile Spirits	5.75	145-175	-	-
n-Hexane	5.51	151-160	0.54	145
n-Heptane	5.71	196-214	0.53	138
VM & P Naphtha	6.29	236-292	-	-
Hi-Flash VM & P Naphtha	6.33	240-320	-	-
Naphthol Mineral Spirits	6.34	307-340*	-	-
Mineral Spirits No. 10	6.51	307-385*	-	-
Stoddard Solvent	6.47	310-388*	-	-
Mineral Spirits	6.58	314-390*	-	-
Varsol-1	6.58	322-336*	-	-
Hi-Flash Mineral Spirits	6.61	325-399*	-	-
Odorless Mineral Spirits	6.31	352-398*	-	-
Kerosene	6.77	374-503*	-	-
Ink Solvent	6.79	512-610*	-	-
Alcohols				
Methanol	6.61	147-151	0.60	473
Ethanol Anhydrous	6.59	171-176	0.58	361
Ethanol 95%	6.76	166-175	0.62	-
Isopropanol	6.55	179-181	0.50	287
n-Propanol	6.74	207-208	0.57	296
Isobutyl Alcohol	6.72	225-232	0.58	249
n-Butyl Alcohol	6.75	239-245	0.56	254

SOLVENT DATA SHEET

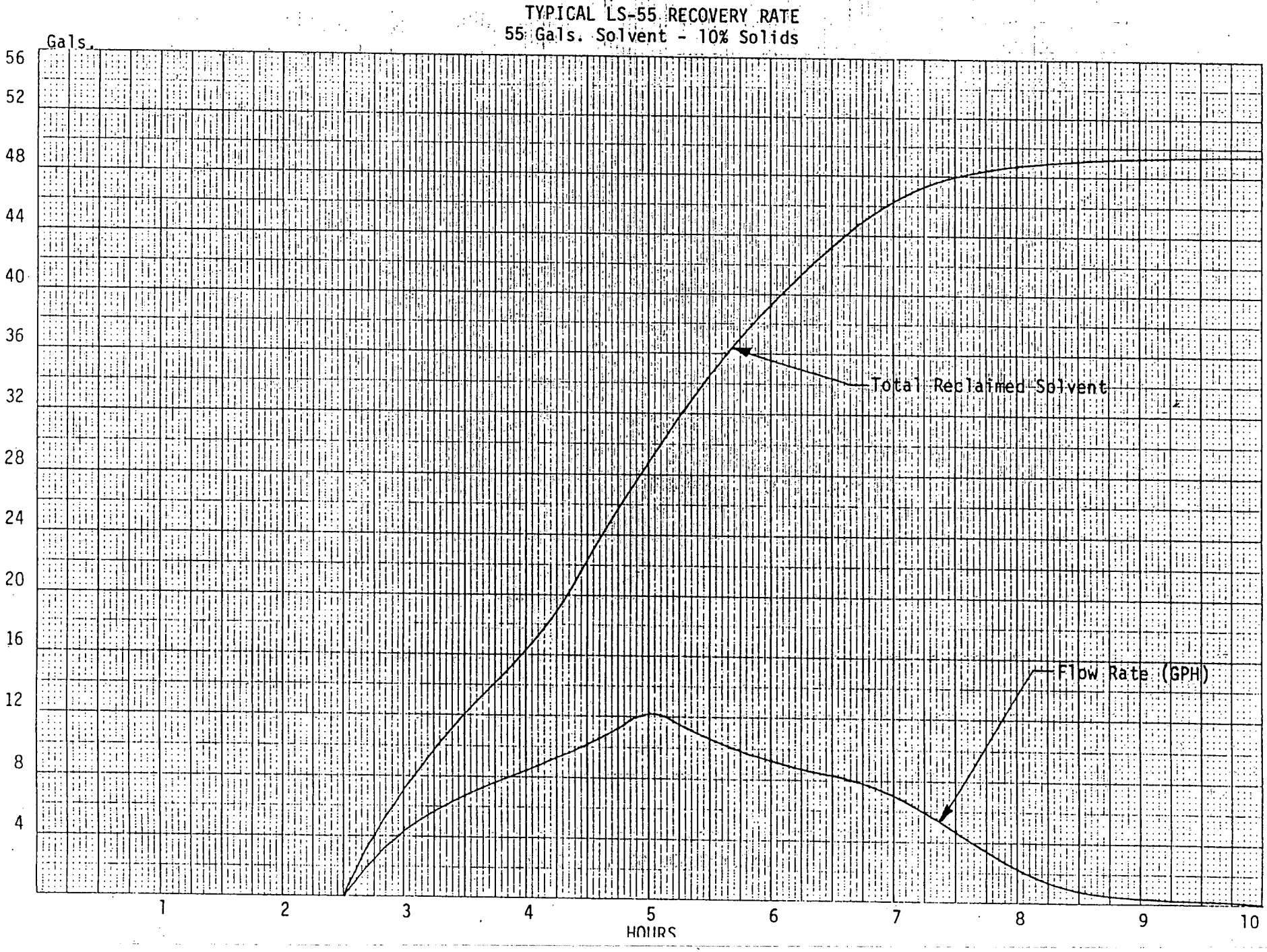
LITTLE STILL LS-55

Solvent	Pounds Per Gallon At 68°F	Boiling Range °F	Specific Heat Liquid At 68°F Btu/(lb)(°F)	Latent Heat At B.P. Btu/lb
Alcohols (continued)				
sec-Butyl Alcohol	6.73	208-214	0.67	242
Amyl Alcohol (mixed isomers)	6.76	230-293	-	-
Cyclohexanol	7.91	320-324*	0.42	195
n-Hexanol	6.83	307-320	0.50	209

* Above 320°F requires vacuum distillation.

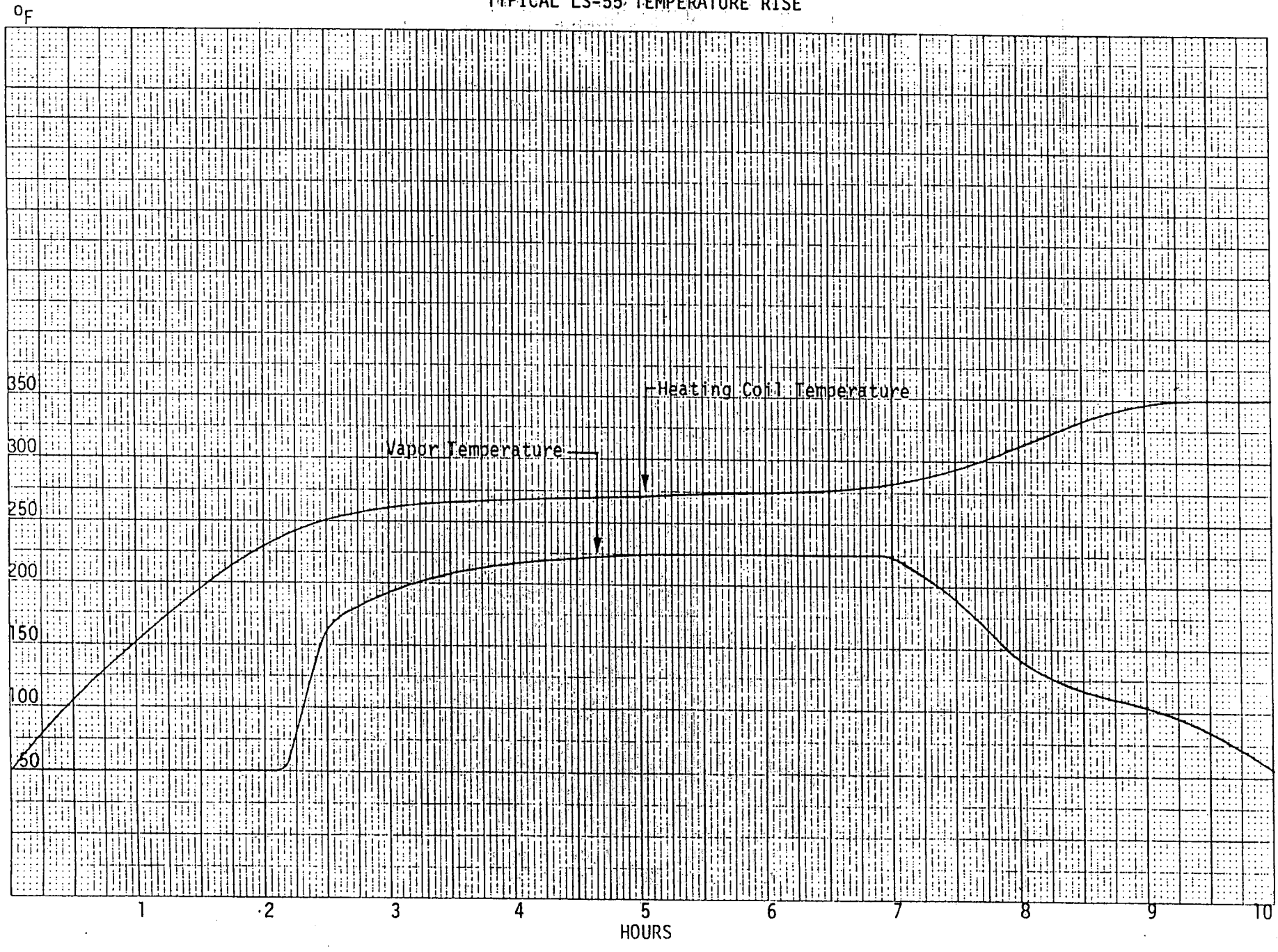
K&E 10 X 10 TO ½ INCH 7 X 10 INCHES
KEUFFEL & ESSER CO MADE IN U.S.A.

46 1320



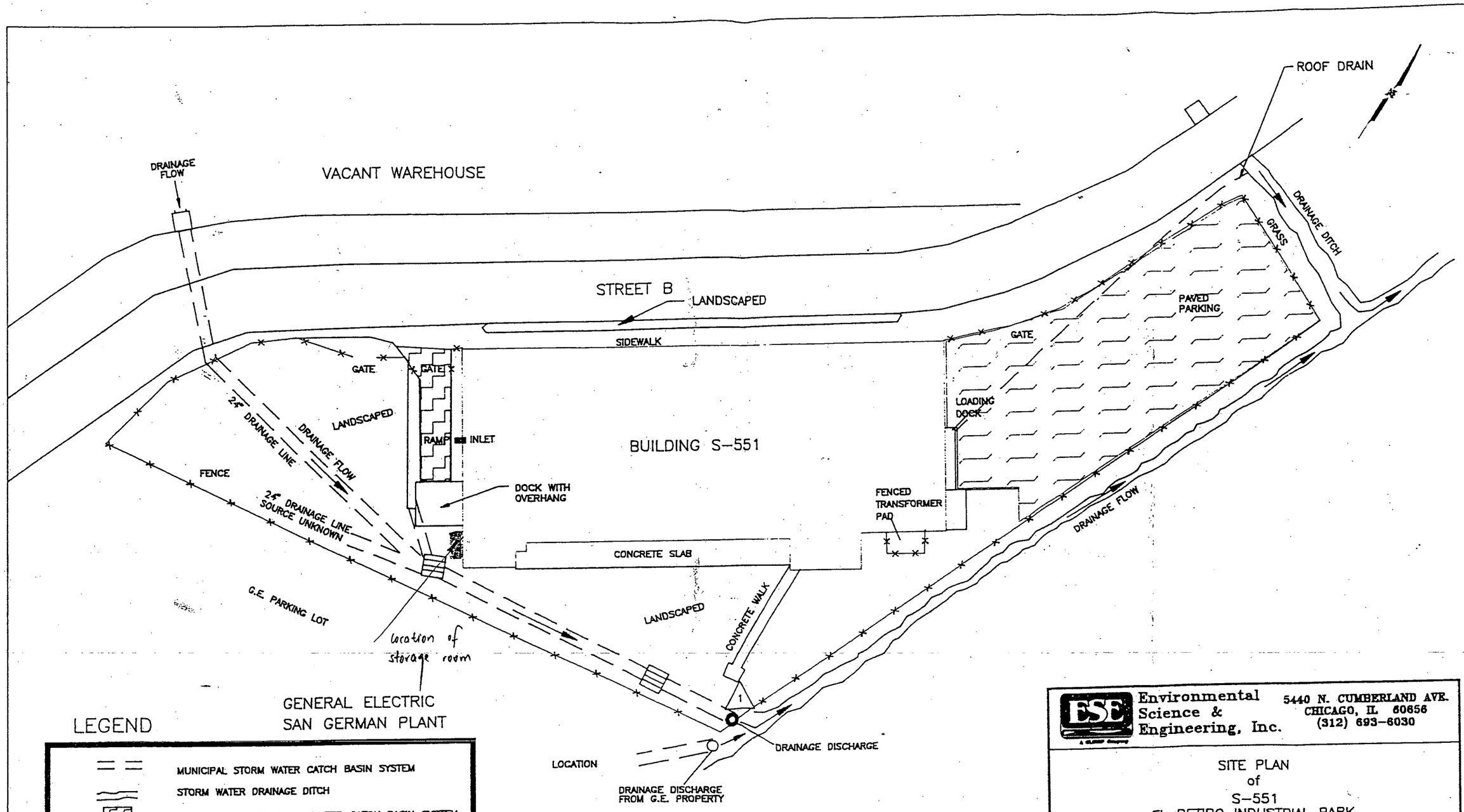
K&E 10 X 10 TO THE INCH 46 1320 KEUFFEL & ESSER CO. MADE IN U.S.A.

TYPICAL LS-55 TEMPERATURE RISE



Appendix B

Site Plan of Insertco Facility



LEGEND

- MUNICIPAL STORM WATER CATCH BASIN SYSTEM
- STORM WATER DRAINAGE DITCH
- AREA DRAINING TO STORM WATER CATCH BASIN SYSTEM
- AREA DRAINING TO DITCH
- 1 OBSERVATION LOCATION

Environmental Science & Engineering, Inc.
5440 N. CUMBERLAND AVE.
CHICAGO, IL 60656
(312) 693-6030

SITE PLAN
of
S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

for
MENASHA CORPORATION

DRAWING NAME: B950776.DWG		FILE NUMBER: 559 5141	
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBG	DATE: 10/24/95

Appendix C

Effluent Temperature Determination

LS-55 Little Still, Finish Engineering Co.

Exit temperature for the evaporator's chest cool-down water stream

Based in one hour of operation, as recommended by manufacturer

Volumetric flow of cooling fliud	7.000	gpm	0.016	cfs
Cooling Coil, Cu Type M Hard 3/8	0.495	ID in.	0.041	ID ft.

Water Properties @ 80°F

Density	62.220	lb/ft^3		
Viscosity	0.860	cP	2.081	lb/(ft hr)
Heat Capacity	4.18	kJ/(kg K)	0.998	BTU/(lb °F)
Thermal Conductivity	0.363	BTU/(hr ft °F)		

Tap water connection to feed the coil

Water feed pipe, ½ in Sch 40 PVC	0.622	in (ID)
Velocity of cooling flow	7.582	fps

Properties of fluid inside the cooling coil

Velocity of cooling flow inside coil		12.118	fps
	Reynold's	51,770	*Turbulent Flow*
	Prandtl	5.72	
	Nusselt	285.16	*Sieder & Tate*
Convection coefficient	***h***	2,524.71	Btu/(ft^2 hr °F)

Total heat removed 214,971.47 Btu

Obtained from the "Time required for distillation" sheet)

Exit temperature of cooling stream

Heat transfer area of tank	3.792	ft^2
Time required for cooling	1.000	hr
Water feed temperature	80	°F
Temperature Gradient	22	°F

Exiting Temperature	102 °F

This is the temperature of the hot cooling water entering the sewer. PRASA has set the maximum discharge temperature to 104°F (40°C), thus we will be in compliance even without equalizing with an additional mix with tap water.

Temperatures of streams flowing out of the condenser

Condenser is a double pipe heat exchanger, with water vapor as the hot fluid on inner pipe

Volumetric flow of water vapor	4.372	gph	0.00016236 cfs
Diameter of Internal pipe (D_i)	1.500	in (ID)	Sch 80, 1½ in., steel
Flow area on internal pipe	0.0123	ft^2	

Determination of the convection coefficient inside of the internal pipe (vapor side)

Water vapor velocity	0.013	fps	
Vapor density @ 212 °F	0.037	lb/ft3	
Vapor viscosity @ 212 °F	0.00001202	Ns/m^2	2.91E-02 lb/(ft hr)
	0.0120	cP	
Thermal conductivity of vapor	1.43E-02	Btu/hr ft °F	
Heat capacity	0.48460000	Btu/lb °F	

Reynold's number for vapor stream	8	*Laminal Flow*
Prandtl number for vapor stream	0.986	
Nusselt number (Sieder & Tate)	0.142	

Internal Convection Coefficient (h_i)	0.016	Btu/(hr ft^2 °F)

Diameter of the outer pipe of the HX	3.150	in. (OD)
	3.000	in. (ID)

Intermediate Convection Coefficient ($h_{i,o}$)	0.008	Btu/(hr ft^2 °F)

Extermal Convection Coefficient for the cooling fluid (tap water side)

Volumetric flow of cooling water	1.500	gpm
HX External pipe diameter	3.000	in. (ID)
Equivalent Diameter (Annulus & External)	4.500	in

Cooling fluid properties

Water Density @ 80 °F	62.220	lb/ft3	
Viscosity @ 80 °F	0.860	cP	2.081 lb/hr ft
Thermal Conductivity	0.363	Btu/lb ft °F	
Heat Capacity	0.998	Btu/lb	

Reynold's Number for the cooling fluid	1,220	*Laminal Flow*
Prandtl Number	5.721	
Nusselt Number (Sieder & Tate)	14.221	

External Convection Coefficient	h_o	13.766	Btu/(hr ft^2 °F)

Overall Clean Heat Transfer Coefficient (U_c)

Taking into consideration pipe wall resistance 0.0078 Btu/ft^2 hr °F

Temperatures of streams exiting the condensing heat exchanger

Massic Flow of water 748.636 lb/hr

Massic Flow of vapor		0.022 lb/hr
Length of the Heat Exchanger		1.083 ft
Feed temperatures	water	80.000 °F
	vapor	212.000 °F

R value	70,080	*The R value is the product of the ratios of Heat Capacity and massic flow*
x value	2.543	X is given by $\exp(^{UA}/_{mcCc} \times (R-1))$

Exiting temperature of condensed fluid ***131.907 °F***

This is the temperature of the condensed vapor to be collected in drums. Being essentially water, this condensed stream will be internally recycled.

Exiting temperature of cooling fluid ***80.001 °F***

This is the temperature of the water leaving the condenser, disposed of through the sewer. This discharge temperature keeps us well in compliance with PRASA discharge parameters.

Time Required for Distillation

Exit temperature for the evaporator's chest cool-down water stream

Based in one hour of operation, as	8.33	lbs/gal	Solvent T_{bp}	225 °F
Tank's Maximum Capacity	55.00	gal		
Pounds of Fluid in Tank	458.15	lbs	DT	145 °F

Heat Required by Solvent

Specific Heat Capacity	1.00	Btu/lb °F	Latent Heat	136,214.72 Btu/lb
Heat required by solvent	66,431.75	Btu		
Total Solvent Btu	202,646.47	Btu		

Tap water connection to feed the coil

Vessel Btu	12,325.00 Btu
Heat Loss (determined bo means of a graph provided by the manufacturer)	3,190.00 Btu/hr

Properties of fluid inside the cooling coil

Heat Input	17,983.00	Btu input / hr	
Heat Required	214,971.47	Btu total	Turbulent Flow

Distillation Time **11.95 hr**

Appendix D

Analytical Laboratory Results

BECKTON ENVIRONMENTAL
LABORATORIES, INC.

November 10, 1995

ANALYSIS REPORT

SAMPLE IDENTIFICATION: Residual Solución de Fuente Prensa
NJP Inserco San Germán, P.R.

Attn.: Mr. Ricardo Santana
Lab Name:_Beckton Environmental Laboratories_ Contract:_Inserco

Matrix:___Water____ Lab. sample ID:___BEL-15197_____

Sample wt/vol:_1000/5.0_ (g/mL)__mL__ Lab. File ID:__15197TCL___

Column: (pack/cap) __capillary_____ Date Received: 10/24/95
Date Analyzed: 11/09/95 (V)
11/08/95 (SV)

MAXIMUN CONCENTRATION OF CONTAMINANTS
FOR CHARACTERISTIC OF TCLP TOXICITY

EPA HAZRDOUS WASTE NUMBER	CONTAMINANT	RESULTS (mg/L)	DETECTION LIMIT (mg/L)	REGULATORY LEVEL (mg/L)
	METALS (SW 6000/7000)			
D004	Arsenic	N.D.	0.002	5.0
D005	Barium	0.3530	0.00009	100.0
D006	Cadmium	0.0019	0.00015	1.0
D007	Chromium	0.0195	0.0006	5.0
D008	Lead	0.0193	0.002	5.0
D009	Mercury	N.D.	0.0005	0.2
D010	Selenium	0.459	0.002	1.0
D011	Silver	N.D.	0.00075	5.0
	VOLATILE ORGANICS (SW 8010: SW 8015: SW 8021)			
D018	Benzene	N.D.	.040	0.5
D019	Carbon Tetrachloride	N.D.	.040	0.5
D021	Chlorobenzene	N.D.	.040	100.0
D022	Chloroform	N.D.	.040	6.0
D027	1,4-Dichlorobenzene	N.D.	.040	7.5
D028	1,2-Dichloroethane	N.D.	.040	0.5
D029	1,1-Dichloroethylene	N.D.	.040	0.7
D035	Methyl Ethyl Ketone	N.D.	5.00	200.0
D039	Tetrachloroethylene	N.D.	.040	0.7
D040	Trichloroethylene	N.D.	.040	0.5
D043	Vinyl Chloride	N.D.	.020	0.2

N.D.- not detected

192 VILLA STREET
PONCE, P.R. 00731

TEL. (809) 841-7373
FAX (809) 841-7313

BECKTON ENVIRONMENTAL

LABORATORIES, INC.

SAMPLE IDENTIFICATION: BEL-15197

EPA HAZRDOUS WASTE NUMBER	CONTAMINANT	RESULTS (mg/L)	DETECTION LIMIT (mg/L)	REGULATORY LEVEL (mg/L)
	SEMI-VOLATILE ORGANICS (SW 8270)			
D023	o-Cresol	N.D.	.002	200.0
D024	m-Cresol	N.D.	.002	200.0
D025	p-Cresol	N.D.	.002	200.0
D030	2,4-Dinitrotoluene	N.D.	.002	0.13
D032	Hexachlorobenzene	N.D.	.002	0.13
D033	Hexachloro-1,3-butadiene	N.D.	.002	0.5
D034	Hexachloroethane	N.D.	.002	3.0
D036	Nitrobenzene	N.D.	.005	2.0
D037	Pentachlorophenol	N.D.	.002	100.0
D038	Pyridine	N.D.	.002	5.0
D041	2,4,5-Trichlorophenol	N.D.	.002	400.0
D042	2,4,6-Trichlorophenol	N.D.	.002	2.0

N.D.- not detected

HAZARDOUS CHARACTERISTICS

IGNIGTABILITY: Hazardous Waste Number D 001

The sample does not exhibit the characteristic of ignigtability according to the U.S. Environmental Protection Agency, Manual SW 846, "Test Methods for Evaluating Solid Wastes".

Flash point > 140º F

CORROSITIVITY: Hazardous Wastes Number D 002

The sample does not exhibit the characteristic of corrosivity according to the U.S. Environmental Protection Agency, Manual SW 846, "Test Methods for Evaluating Solid Wastes".

The pH of the sample was 8.03 S.U. @ 10ºC.

REACTIVITY: Hazardous Wastes Number D 003

Sample does not exhibit the characteristics of reactivity according to U.S. Environmental Protection Agency, Manual SW 846, "Test Methods for Evaluating Solid Wastes".

Sulfide < 10 ppm (limit 500 ppm)
Cyanide < 10 ppm (limit 250 ppm)

192 VILLA STREET
PONCE, P.R. 00731

TEL. (809) 841-7373
FAX (809) 841-7313

BECKTON ENVIRONMENTAL

LABORATORIES, INC.

SAMPLE IDENTIFICATION: BEL-15197

Certification and release of the data contained in this Report of Analysis has been authorized by the Laboratory Manager or the Manager's Designee.

ESTADO LIBRE ASOCIADO DE PUERTO RICO
Eulalia Medina Pérez
LIC. # 3901
A 386176
QUIMICO LICENCIADO

Lcda. Eulalia Medina
Chemist
Chemist License 3901

192 VILLA STREET
PONCE, P.R. 00731

TEL. (809) 841-7373
FAX (809) 841-7313

Mail file

Insurco → Air → Permits

Emission Inventory per Component

Air - Permit Application

Primary Species	Components	CAS	Percent	Consumption (gal/yr.)	Density (lbs/gal)	Consumption (lbs/yr.)	Content	Emissions (lbs/yr.)	Species (lbs/yr.)	Required?	of Pollutant
2-In-1 Developer Gum	Water	7732-18-5	85.86%	24.30	8.63	209.71	93.00%	195.03	0.0000	no	n/a
	Maltodextrin	9050-36-6	5.05%						9.8490	no	$0.0492
	Benzyl Alcohol	100-51-6	3.03%						5.9094	no	$0.0295
	Sodium Butylnaphtalenesulfonate	25638-17-9	3.03%						5.9094	no	$0.0295
	Ammonium sulfite	10196-04-0	3.03%						0.0000	no	$0.0000
Duplicator Fountain Concentrate	Water	7732-18-5	44.33%	1.50	9.18	13.77	55.00%	7.57	0.0000	no	n/a
	Ethylene Glycol	107-21-1	24.63%						1.8654	no	$0.0093
	Glycerin	56-81-5	24.63%						1.8654	no	$0.0093
	Ammonium Phosphate	7722-76-1	2.96%						0.0000	no	$0.0000
	Formaldehyde	50-00-0	2.96%						0.2242	no	$0.0011
	Methyl Alcohol	67-56-1	0.49%						0.0371	no	$0.0002
Make-Up Solution	Water	7732-18-5	93.60%	777	8.52	6,620.04	94.50%	6,255.94	0.0000	no	n/a
	Benzyl Alcohol	100-51-6	2.96%						185.1758	no	$0.9259
	Sodium Butylnaphtalenesulphonate	25638-17-9	2.96%						185.1758	no	$0.9259
	Ammonium Sulfite	10196-04-0	0.49%						0.0000	no	$0.0000
Negative Developer	Water	7732-18-5	92.68%	18.4	8.52	156.77	94.50%	148.15	0.0000	no	n/a
	Benzyl Alcohol	100-51-6	2.44%						3.6148	no	$0.0181
	Sodium Butylnaphtalenesulphonate	25638-17-9	2.44%						3.6148	no	$0.0181
	Ammonium Sulfite	10196-04-0	2.44%						0.0000	no	$0.0000
Plate Storage Gum	Water	7732-18-5	59.91%	13.50	8.51	114.89	75.00%	86.17	0.0000	no	n/a
	Heavy Straight-Run Naphtha	64741-41-9	11.52%						9.9265	no	$0.0496
	Gum Arabic	9000-01-5	9.22%						7.9446	no	$0.0397
	Oleic Acid	112-80-1	2.76%						2.3782	no	$0.0119
	Solvent Naphtha, Light Aliphatic	64742-89-8	2.76%						2.3782	no	$0.0119
	Pine oil	8002-09-3	2.76%						2.3782	no	$0.0119
	Phosphoric Acid	7664-38-2	2.76%						0.0000	no	$0.0000
	Butyl Alcohol	71-36-3	2.76%						2.3782	no	$0.0119
	Potassium Hydroxide	1310-58-3	2.76%						0.0000	no	$0.0000
	Gilsonite	12002-43-6	2.76%						2.3782	no	$0.0119
Scratch Remover & Plate Cleaner	Solvent Naphtha, Light Aliphatic	64742-89-8	43.59%	13.50	8.43	113.81	86.00%	97.88	42.6644	no	$0.2133
	Water	7732-18-5	38.46%						0.0000	no	n/a
	Oleic Acid	112-80-1	3.59%						3.5138	no	$0.0176
	Sodium Tripolyphosphate	7758-29-4	3.59%						3.5138	no	$0.0176
	Sodium Metasilicate	6834-92-0	3.08%						3.0146	no	$0.0151
	Triethanolamine	102-71-6	2.05%						2.0065	no	$0.0100
	Sorbitol	50-70-4	2.05%						2.0065	no	$0.0100
	Pine Oil	8002-09-3	2.05%						2.0065	no	$0.0100
	Branched - Nonylphenol, Ethoxylate	68412-54-4	1.54%						1.5073	no	$0.0075
Cleaner Conditioner	Water	7732-18-5	85.73%	41.4	8.04	332.86	90.00%	299.57	0.0000	no	n/a
	Stoddard Solvent	8052-41-3	7.56%						22.6478	no	$0.1132
	Ammonium Phosphate	7722-76-1	3.03%						0.0000	no	$0.0000
	Silica	7631-86-9	3.03%						9.0771	no	$0.0454
	Phosphoric Acid	7664-38-2	0.50%						0.0000	no	$0.0000
	Formaldehyde	50-00-0	0.15%						0.4494	no	$0.0022
BL-7 Blanket Wash	Fatty Esters	67784-80-9	78.05%	50	7.71	385.50	2.00%	7.71	6.0177	no	$0.0301
	Surfactants	Various	21.95%						1.6923	no	$0.0085
Magic Wash 522 Roller Wash	Fatty Esters	67784-80-9	50.00%	50	7.71	385.50	2.00%	7.71	3.8550	no	$0.0193
	Surfactants	Various	50.00%						3.8550	no	$0.0193
Super Jell Compound	Toluene	108-88-3	N/A	15.28	0.90	13.75	1.00%	0.14		no	$0.0000
	Methylene Chloride	75-09-2	N/A							no	$0.0000
	Methanol	67-56-1	N/A							no	$0.0000
Electrical Grade Silicone Aero	Isohexanes	107-83-5	59.41%	0.12	5.59	0.67	97.00%	0.65	0.3861	no	$0.0019

Primary Species	Components	CAS	Percent	Consumption (gal/yr.)	Density (lbs/gal)	Consumption (lbs/yr.)	Volatiles Content	Overall Emissions (lbs/yr.)	Volatile Emissions per Species (lbs/yr.)	Air Permit Required?	Cost per Ton of Pollutant
	Propane	74-98-6	14.85%						0.0965	no	$0.0005
	Isobutane	75-28-5	14.85%						0.0965	no	$0.0005
	n-Hexane	110-54-3	7.43%						0.0483	no	$0.0002
	Dimethyl Polysiloxane	63148-62-9	3.47%						0.0226	no	$0.0001
Siloo Silicone Lubricant	Isohexanes	107-83-5	64.17%	1.20	5.59	6.71	97.00%	6.51	4.1766	no	$0.0209
	Propane	74-98-6	10.70%						0.6964	no	$0.0035
	Isobutane	75-28-5	10.70%						0.6964	no	$0.0035
	n-Hexane	110-54-3	8.56%						0.5571	no	$0.0028
	Dimethyl Polysiloxane	63148-62-9	5.88%						0.3827	no	$0.0019
LPS Pre Solve	Solvent Naphtha (Petroleum) Medium Aliphatic	64742-88-7	39.02%	0.98	6.74	6.61	100.00%	6.61	2.5792	no	$0.0129
	d-Limonene	5989-27-5	58.54%						3.8695	no	$0.0193
	CO2 Propellant	124-38-9	2.44%						0.0000	no	$0.0000
Vistar HSQ (PR-926)	2-Butoxyethanol	111-76-2	10.26%	525.00	8.90	4,672.50	13.60%	635.46	65.1982	no	$0.3260
	2-Propoxyethanol	2807-30-9	2.54%						16.1407	no	$0.0807
	Water	7732-18-5	87.20%						0.0000	no	n/a
Isopropyl Alcohol 99.9%	2-Propanol	67-63-0	100.00%	66.96	6.59	441.27	100.00%	441.27	441.2700	no	$2.2064
Kwik 'N Easy	No component information given			2.91	1.25	3.64	41.00%		0.0000	no	$0.0000
Van Son Rubber Base Colors	Organic Pigments	Various	6.21%	1.61	9.10	14.65	13.25%	1.94	0.1205	no	$0.0006
	Synthetic Resins	Various	41.41%						0.8038	no	$0.0040
	Vegetable oil	8001-VAR.	0.01%						0.0002	no	$0.0000
	Linseed Oil	8001-26-1	11.90%						0.2310	no	$0.0012
	Soya Oil	8001-22-7	11.90%						0.2310	no	$0.0012
	Refined Middle Distillate	64741-91-9	15.53%						0.3015	no	$0.0015
	Naphthenic Severe Hydrotreated Middle Distillate	64742-53-6	7.76%						0.1506	no	$0.0008
	Polymeric Wax Blend	N/A	4.24%						0.0823	no	$0.0004
	Cobalt Drier	61789-52-4	0.52%						0.0101	no	$0.0001
	Manganese Drier	8030-70-4	0.52%						0.0101	no	$0.0001
Metering Roller Cleaner	Petroleum Naphtha	8032-32-4	95.00%	18.30	6.67	122.06	76.20%	93.01	88.3592	no	$0.4418
	Dipropylene Glycol Methyl Ether	34590-94-8	5.00%						4.6505	no	$0.0233
Revitol	Ethylene Glycol	107-21-1	2.00%	54.75	8.34	456.62	11.60%	52.97	1.0594	no	$0.0053
	2-Butoxyethanol	111-76-2	4.00%						2.1187	no	$0.0106
	Isopropanol	67-63-0	5.00%						2.6484	no	$0.0132
	Water	7732-18-5	89.00%						0.0000	no	n/a
Wash V-120	Aromatic Petroleum Distillate	64742-95-6	48.04%	230.75	7.09	1,636.02	100.00%	1,636.02	785.9440	no	$3.9297
	Stoddard Solvent	8052-41-3	43.14%						705.7790	no	$3.5289
	Dipropylene Glycol Methyl Ether	34590-94-8	8.82%						144.2970	no	$0.7215
K+E Printing Inks	Petroleum Hydrocarbon	64741-44-2 64742-46-7	16.00%	1,732.72	8.74	15,143.97	8.00%	1,211.52	193.8428	no	$0.9692
	Mineral Oil, Aliphatic	8042-47-5	1.00%						12.1152	no	$0.0606
	Mineral Oil Severely Hydrotreated	64742-56-9	2.00%						24.2304	no	$0.1212
	Mn-Octoate	13434-24-7	2.00%						24.2304	no	$0.1212
	Phtalo Blue	147-14-8	4.00%						48.4607	no	$0.2423
	Pigments & Fillers	N/A	60.00%						0.0000	no	$0.0000
U4 Uvalux Web Offset (UV Printing Inks)	Acrylate Ester	86-92-4	15.00%	433.18	12.99	5,627.01	0.10%	5.62701	0.8441	no	$0.0042
Magic UV Roller Wash	Surfactants	Various	80.00%	12.5	8.30	103.75	3.00%	3.1125	2.4900	no	$0.0125
Totals				**4,085.86**		**36,582.08**		**11,200.57**	**3,120.0586**		**$15.6005**

Memo

MENASHA CORPORATION

TO:	Pete DeRossi	DATE:	February 27, 1995
SUBJECT:	Spanish to English translation re letter dated 1/13/93	FROM:	Julie Massey

Attached hereto please find a copy of the translated letter as well as a copy of the original letter for your review.

If you have any questions or I can be of any further assistance to you, please do not hesitate to call. My direct dial extension is X1050. Thank you.

RECEIVED
FEB 27 1995
ENVIRONMENTAL DEPT.

360
Air - Permit - Correspondence
Current Permit

Professional Translation Services - 02/27/95

ESTADO LIBRE ASOCIADO DE PUERTO RICO / GOVERNOR'S OFFICE

MAYAGUEZ REGIONAL OFFICE

January 13, 1993

Mr. Alexis Rosado Díaz
President
INSERT CORP. OF PR, INC.
P.O. 513
San Germán, PR 00683

Dear Mr. Rosado:

In accordance with the Air Quality Control Regulations (RCCA), Rule 206, C-6 in force, an Emissions Source Permit (PFE) is not required for the evaporator described in the documents submitted by you.

We would like to point out that even though you are exempted from this permit, if it is determined that an activity that could affect our environment develops, the Environmental Quality Board has the authority to intervene to search for a solution.

Cordially,

ENVIRONMENTAL QUALITY BOARD

Jorge Sánchez Soler

Mayaguez Region Director

file copy

Anejo 3

Junta de Calidad Ambiental

ESTADO LIBRE ASOCIADO DE PUERTO RICO / OFICINA DEL GOBERNADOR

OFICINA REGIONAL DE MAYAGUEZ

13 de JANUARY enero de 1993

Sr. Alexis Rosado Diaz
Presidente
INSERT CORP. OF PR, INC.
Apartado 513
San Germán, PR 00683

Estimado señor Rosado:

A tenor con la Regla 206, C-6 del Reglamento para el Control de Calidad de Aire (RCCA) vigente, no se requiere Permiso de Fuente de Emisión (PFE) alguno para el evaporador descrito en los documentos sometidos por usted.

Queremos indicar que aún cuando se le exime de la radicación de este permiso, si se determina que hay alguna actividad que pudiera o esté afectando nuestro ambiente, la Junta de Calidad Ambiental tiene la potestad de intervenir para buscar la solución al mismo.

Cordialmente,

JUNTA DE CALIDAD AMBIENTAL.

Jorge L. Sánchez Soler
Director Región Mayagüez

RRT/mja

fc: Expediente

DRAFT REPORT
ENVIRONMENTAL SITE ASSESSMENT
Insert Corporation of Puerto Rico, Inc.
Parque Industrial El Retiro
San German, Puerto Rico 00683

Prepared for:

Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Prepared by:

Environmental Science & Engineering, Inc. (ESE)
Five Overlook Drive
Amherst, New Hampshire 03031
(603) 672-2511

ESE Project No. 5595023.5100

ESE
A CILCORP Company

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1.0 OBJECTIVES

1.1 Purpose and Scope of the ESA

The objective of this Phase I Environmental Site Assessment (ESA) is to identify and record any existing, potential, or suspect conditions that may impose an environmental liability to or restrict the use of the subject property (Property). This report includes a record of facts and findings observed during the Phase I ESA. The scope of work included:

- Site background and operating history review
- Environmental setting overview
- Site inspection findings
- Regulatory agency review
- Environmental, health and safety management review

1.2 Process, Procedures, and Methods

- Site Background/Operating History: most information was obtained through site contacts and a local representative of Fomento Industrial (the Puerto Rico Economic Development Administration, owner and developer of the Property).

- Environmental Setting: information about the physical environmental conditions of the Property including surface water, subsurface, and groundwater characteristics was obtained from Dr. Alan Smith of the University of Mayaguez Geology Department, and the U.S. Geological Survey (USGS) Water Resources Division in San Juan, Puerto Rico (pending).

- Site Inspection: a physical on-site inspection and interviews were conducted to observe existing conditions, activities, and operations both on-site and on the adjacent properties. Specific items reviewed included water bodies on/near the Property, evidence of chemical spills or staining, presence of drums or containers, off-site sources of potential chemical contamination, unusual odors, evidence of storage tanks, evidence of PCB equipment, and identification of on-site regulated substances. An area reconnaissance of properties within a 0.5 mile radius was conducted to evaluate off-site sources of concern. Photographs were taken of the Property and are included as Appendix A.

- Environmental/Regulatory Agency Inquiries: regulatory information on the Property and other sites within the zip code of the Property was obtained from Environmental Data Resources, Inc. (EDR). This information has been included as Appendix B.

The investigation was conducted in compliance with the substantive requirements of the ASTM Standard Practice for Environmental Site Assessments.

1.3 ESE Qualifications and Limitations

ESE can offer no assurances and assumes no responsibility for site conditions or activities outside the scope of work. In performing its investigation of the Property, ESE has used its best professional judgement in its performance of services and preparation of reports, and used the degree of care and skill ordinarily exercised under similar circumstances by reputable consultants performing comparable services. Menasha Corporation understands that ESE has relied on the accuracy of documents, oral information, and other material and information provided by Property representatives, regulatory agencies, and other sources as stated above, to prepare this report.

Some important data that may affect the preliminary conclusions and recommendations (see Section 8.0) of this draft report were not available prior to preparing this report, including:

- detailed information on former occupants and uses of the building;
- information on the design, construction and closure of the septic system(s);
- information on groundwater in the vicinity (i.e., depth to shallow aquifer, rate and direction of flow, water quality, location of wells).

To the extent this information becomes available, it will be included in the final report, along with modified conclusions and recommendations, as necessary.

2.0 SITE REVIEW

The Insert Corporation of Puerto Rico, Inc. (Insertco) is currently the sole occupant of the Property. The Property is located at Route 102, Km 33.2, Parque Industrial El Retiro, San German, Puerto Rico 00683. The Property is located in an industrial park that is situated in an area characterized primarily by residential development to the north, east, south, and west, with some commercial and retail development to the east and west.

The Property consists of one building occupying approximately 24,000 square feet on a parcel of about 40,000 square feet. The building is single story, constructed of cement block on slab on grade, and except for the office areas, generally has an open floor plan. The building is well maintained. The exterior of the Property consists of neat landscaping on the north and west sides, and storage and parking areas on the south and east sides, respectively. Security is provided by a 6' high chain link fence around the Property.

3.0 SITE BACKGROUND

3.1 Current Ownership and Use

The Property is owned by Fomento Industrial (Fomento). According to Insertco representatives, the Property was constructed by Fomento in 1952 for use as a textile production (sewing) factory. Insertco leased and occupied the Property in 1987. Insertco operates web offset presses to produce printed instructional inserts for pharmaceuticals.

3.2 Prior Ownership and Use

According to Insertco representatives, prior to Fomento purchasing and developing the industrial park in 1952, the Property was used for agriculture (sugarcane). The Property was used as a textile sewing operation until the mid-1970s. From the mid-1970s until about 1987, Cooper Vision occupied the Property and used it as a warehouse for eye care products. In 1987, Insertco leased the Property.

4.0 ENVIRONMENTAL SETTING

4.1 Surface Water Characteristics

One river that runs generally northwest/southeast is located approximately 0.5 mile north of the Property.

4.2 Subsurface Geological Characterization

According to a geological map provided by Dr. Alan Smith of the University of Mayaguez, the geology of the Property and vicinity is KJs Serpentinite and KJm Mariquita Chert. Serpentinite is described as variously black, blackish-green, pale green, bluish-green, pervasively fractured and sheared rock consisting primarily of serpentine minerals.

Mariquita Chert is described variously as yellowish-red, brownish-red, grayish-green, black, or white fine- to medium-grained bedded chert with rare amygdular basalt and silicified limestone lenses.

4.3 Groundwater Characteristics

Information on groundwater characteristics in the vicinity of the Property is pending from the USGS Water Resources Division.

5.0 SITE INSPECTION

5.1 Site Observations and Inquiries

5.1.1 Date and Time of Inspection

An area reconnaissance by vehicle was conducted on the late afternoon of 15 February 1995. The physical inspection of the Property was conducted on 16 February. The Property was briefly revisited on 17 February.

5.1.2 Inspection Personnel

Russell Boesch of ESE's Amherst, New Hampshire office conducted the inspection. Mr. Boesch was accompanied by Peter DeRossi of Menasha Corporation for the physical inspection on 16 February.

5.1.3 Site Representatives

Insertco was represented by Alexis Rosado, President, Alexis Rosado, Jr., Operations Manager, Oscar Diaz of New Jersey Packaging International, Ms. Rosado, Human Resources. Additional information (through interpreter) was provided by Insertco's lead maintenance man. Victor Vega represented Fomento.

5.1.4 Site Interviews

Oscar Diaz facilitated communication between the inspectors and Insertco/Fomento representatives by serving as an interpreter; however, much information was able to be communicated directly to inspectors by Insertco representatives.

5.1.5 Description of Inspection Process

The entire Property was traversed, and the interior and roof of the building was inspected.

5.1.6 Surface Access and Egress

Access to the Property is via Road A off of Route 102, which traverse in an east-west direction immediately north of the Property.

5.1.7 Vegetation

The north and west sides of the Property are attractively landscaped with grass and shrubs.

5.1.8 Water Bodies

No water bodies were observed on the Property.

5.1.9 Drainage Pathways

Storm drainage is aided by concrete swales on the west, north, east and south sides of the Property. The swales are not continuous. Direction of drainage is to the north and east. A culvert on the northeast portion of the Property conveys drainage under Route 102.

5.1.10 Railroad Spurs/Electrical Transmission Towers

No railroad spurs nor electrical transmission towers were noted on-site.

5.1.11 Utilities

Potable water and sanitary sewer services are provided by Puerto Rico Aqueduct and Sewer Authority (PRASA). Electricity is provided by the Puerto Rico Electrical Energy Authority. The Property is not served by natural gas, nor were propane tanks observed.

5.1.12 Buildings

The building is single story, approximately 24,000 square feet in size, and constructed of cement block over slab on grade. Insertco built a 2,000 square foot addition onto the original construction several years ago. Except for the office areas, the building generally has an open floor plan. The building is well maintained throughout.

5.1.13 Heavy Equipment

No evidence of heavy equipment, tankers, or spray rigs was observed nor were any foundations or old ruins.

5.1.14 Unusual Odors

With the exception of normal odors associated with printing press operations, no chemical, gas, petroleum, or other foul odors were noted.

5.1.15 Landfilling/Dumping

No evidence of landfilling, dumping, or direct burial activity was observed on the Property.

5.1.16 Surface Impoundments

No surface impoundments or holding ponds were observed.

5.1.17 Air Emissions/Wastewater Discharges

Fugitive emissions of isopropyl alcohol contained in fountain solution occur routinely from Press #4. Stack emissions of powder emitted from Press #4 are conveyed via a flexible hose to a small baghouse located inside the building. Stack emissions of developer and fixer are conveyed through and emitted from a flexible hose exhaust situated on an evaporator unit. According to Insertco representatives, none of the air emissions sources requires a permit to operate.

Wastewaters from toilets, sinks, and drinking fountains are conveyed to the municipal sanitary sewer system. Fountain solution is mixed in the men's bathroom, and slops/overspill drain to the sewer. [Note - until approximately 1985 (prior to Insertco's occupancy), the Property utilized a septic system. Sr. Rosado has requested Fomento to provide additional details on the construction and closure of the septic systems.]

A subterranean, concrete vault (approximately 2' x 2' x 4' deep) exists on the west side of the property. The vault appears to provide access to the sanitary sewer line.

Soy-based ink from press roller cleaning operations is discharged to a floor drain in the Scrap Room, which conveys it to the storm drain on the south side of the Property, which in turn conveys it to the concrete swale on the east side of the Property. The containment area around the floor drain, the drainage swales, and standing water in the drainage swales exhibited a blackish-grey discoloration from the ink.

Condensate from a compressor located outside along the west side of the building is conveyed via copper pipe and discharged to a dry well immediately adjacent to the concrete pad on which the compressor sits. The immediate vicinity of the dry well exhibited dark staining.

5.1.18 Industrial/Manufacturing Activities

Insertco is engaged in web offset printing of instructional inserts for pharmaceuticals and other retail items, and photographic development of printing plates from negatives.

5.1.19 Monitoring Wells/Remedial Activities

No remedial activities were observed, including monitoring wells.

5.1.20 Stained/Discolored Soils

See Section 5.1.17 above for discussion of staining in the vicinity of compressor condensate dry well.

A compressor located outside along the east side of the building exhibits oily staining on the concrete pad beneath the unit. The unit is not situated in a containment berm; however, a small roof provides limited shelter from storm water impingement.

5.1.21 Leachate/Seepage

No seepage or leachate was observed.

5.1.22 Distressed Vegetation

One small area (approximately 5 square feet) of distressed vegetation was noted adjacent to the compressor pad on the west side of the Property. According to Insertco's maintenance man, stressed vegetation likely resulted from a one-time discharge of approximately one gallon of wash water containing ammonium sulfite used to clean a photographic developing machine.

5.1.23 Chemical Spills/Releases

Aside from the conditions previously noted in Sections 5.1.17, 5.1.20 and 5.1.22, other evidence of chemical spills/releases included: some oil leakage under Press #4 that appears to be contained with sorbent materials; and some leakage of chemicals in the chemical storage area on the south side of the building (see Section 5.1.28).

5.1.24 Groundwater/Surface Water Contamination
No direct evidence of groundwater or surface water contamination was observed.

5.1.25 Oil/Gas Activities
No evidence of any oil or gas exploration, extraction, or refinery activities were observed.

5.1.26 Farm Waste
No evidence of farm waste concerns such as feed lot spoils or manure stockpiles was observed.

5.1.27 Pesticides, Herbicides, and Fertilizers
No evidence of prolonged use or misapplication of pesticides, herbicides, soil conditioners, or fertilizers was found.

5.1.28 Other Suspect On-Site Conditions
A Chemical Storage Room exists on the south side of the building. This room is equipped with a concrete floor and walls, and a tin roof, but is exterior (and adjacent) to the main building. The Chemical Storage Room shares a common wall with the Scrap Room to the east. A small (3") hole in the wall of the Chemical Storage Room has been cut to permit fluids to drain from the chemical storage area to the floor drain in the Scrap Room, which in turn discharges to the storm drain. Therefore, chemical spills in the storage room have the opportunity to be discharged to the storm drain. Some evidence of leaking containers was noted on the floor of the Chemical Storage Room.

One 55-gallon drum of mineral spirits was stored outside the south wall of the Scrap Room.

5.1.29 Off-Site Contamination
No evidence of discharges, leachate, migration, or run-on of potential contaminants from an off-site source onto the Property was found.

5.2 AST/UST Systems and Pipelines
No underground storage tanks, aboveground storage tanks or pipelines were observed on the Property.

5.3 Transformers and PCB Equipment
One pole-mounted transformer is located on the northeast corner of the Property. This transformer was not visibly labelled regarding PCB status. The transformer appeared to be in good condition, with no evidence of leaks or spills of dielectric fluid.

Three pad-mounted transformers are situated in an outside, fenced enclosure on the east side of the building. Each of the transformers is labelled non-PCB. Insertco owns these transformers. They appear to be in good condition, and no evidence of leaks or spills of dielectric fluid exist on the pad.

Three transformers that have been removed from service are situated immediately adjacent to the transformer enclosure. These transformers are not labelled regarding PCB status; however, name plate information revealed they were manufactured in 1986/1987, and therefore present a very low probability that they contain PCBs above 50 ppm. The transformers are owned by Insertco. They appear to be in good condition, and no leaks or spills of dielectric fluid was evident.

5.4 On-Site Regulated Substance Identification

The Chemical Storage Room on the south side of the building contains four 55-gallon drums containing isopropyl alcohol, Varn Wash V-120 (contains petroleum distillates), turbine oil, and Polychrome PR 926. Miscellaneous containers of oils and phosphate-based strippers are stored on wooden storage racks.

In the Scrap Room adjacent to the Chemical Storage Room, one 5-gallon container was labelled "No Toque, Quimico, Fix & Dev, Waste.

One 55-gallon drum labelled mineral spirits was stored outside the south wall of the Scrap Room.

Soy-based printing inks are stored on racks along the wall in the shipping/receiving area.

Approximately ten 5-gallon containers of Flint Ink were stored outside (under roof) along the southwest wall of the building.

5.5 Area Reconnaissance

A reconnaissance of the vicinity conducted by auto revealed that the Property is located in an area predominated by residential development in all directions. Immediately west of the Property is a sports coliseum; some commercial and retail establishments are located west and east of the Property as well. Directly east of the property is a vacant industrial site that is part of the El Retiro Industrial Park. Other enterprises in the industrial park include International Silver directly south of the Property, Miller International to the southeast, and Building S-551 (also vacant), Caribbean Bioresearch and General Electric all of which are east of the Property.

5.6 Asbestos-Containing Material

The chain-link fence enclosing the transformer pad on the east side of the building is equipped with wallboard that appears to be asbestos-containing material (ACM). The wallboard generally appears to be in good condition.

Floor tiles and tile mastic in the building may be ACM.

6.0 ENVIRONMENTAL/REGULATORY AGENCY INQUIRIES

ESE obtained regulatory information from Environmental Data Resources, Inc. (EDR). Additionally, verbal inquiries were conducted with local officials.

6.1 Federal and State Regulatory Agencies

ESE obtained a Zip Code Report from EDR for zip code 00683. The results of these searches are summarized in this section.

The Property is not identified in any of the databases covered by the Zip Report.

No National Priorities List sites were identified within the zip code.

One RCRA treatment, storage and disposal facility is identified within the zip code: DY-4 Corp. on Rte. 362 in San German; this facility is also listed as a large quantity generator. Two small quantity generators are identified within the zip code: Puerto Rico Army National Guard at intersection of Rte. 360 and 362; and Baxter Biotech Fenwal Division at Rte. 2, Km. 175.

Three Toxic Release Inventory sites were listed within the zip code: Iolab, Inc. at Rte. 362, Km. 0.5; General Electric Circuit Breaker at El Retiro Industrial Park; and Wallace International at El Retiro Industrial Park.

Twenty one FINDS were identified within the zip code.

No ERNS sites were identified within the zip code.

No solid waste landfills were identified in the zip code.

No registered USTs were identified within the zip code.

No leaking USTs were identified within the zip code.

No TSCA sites were identified within the zip code.

6.2 Local Governmental Agencies

The U.S. Soil Conservation Service (USSCS) in San German was visited for the purpose of obtaining information on soils and groundwater in the vicinity of the Property; however, such information was not available at this office. A USSCS employee suggested contacting the USGS Water Resources Division (USGSWRD) in San Juan, Puerto Rico regarding the information sought; a call was placed and a FAX sent to the USGSWRD, and the information is pending.

Dr. Alan Smith of the University of Mayaguez Geology Department was contacted regarding the geology of the area. Dr. Smith provided the inspector a map of the geology of San German.

Sr. Victor Vega of Fomento Industrial's regional office provided inspectors with some information on the history of development and occupation of the Property. Sr. Vega agreed to research some of the questions that were raised during the inspection.

7.0 ENVIRONMENTAL SAFETY AND HEALTH MANAGEMENT

7.1 Facility Environmental Management Programs

7.1.1 Solid and Hazardous Waste Management

Insertco is a conditionally exempt small quantity generator of hazardous waste (i.e., generates less than 100 Kg/month) and does not currently have an EPA identification number. The facility does not generate any routine hazardous waste streams; however, it is unknown if the fixer/developer evaporator unit generates a sludge that might be a characteristic hazardous waste.

Small amounts of soy-based printing ink contained on rags and wipes from press cleaning operations get disposed as municipal solid waste.

The facility occasionally generates small quantities of used oil from compressors and presses. This oil is accumulated on-site in a container. The final disposition of used oil was not known by facility representatives.

Approximately ten bins and six drums are accumulating off-spec labels outside along the southern fence line. According to Insertco representatives, this paper is periodically hauled off by a recycler.

7.1.2 Spill Prevention, Countermeasures, and Control

Insertco does not have a written Spill Prevention, Countermeasures, and Control (SPCC) Plan. Based on the fact that fewer than 1,320 gallons, and no oil-containing tanks greater than 660 gallons, are present at the facility, the plan is not required.

7.1.3 Storage Tank Management

There was no visual evidence, such as vent pipes, fill ports, or dispensing units, indicating the presence of USTs at the facility.

7.1.4 PCB Management

Polychlorinated Biphenyls (PCBs) must be identified in facilities and (where found) labeled and managed until properly disposed. No PCBs have been identified in the facility.

7.1.5 SARA Title III

It does not appear that SARA reporting requirements apply to this facility.

7.1.6 Stormwater Management

The facility does not have a permit for storm water discharges associated with industrial activity. Activities observed at the facility that would appear to subject it to storm water permit requirements include: discharges of ink wash water to the floor drain in the Scrap Room that are conveyed to the storm drain; discharge of oily compressor condensate to the dry well; discharge of photographic equipment wash water adjacent to compressor pad; lack

of containment around east side compressor discharge; 55-gallon drum of mineral spirits outside on south side of building; and an open, solid waste dumpster.

7.1.7 Air Emissions

The facility operates several stationary sources of air pollution, including printing presses, a baghouse for particulate emission from one of the presses, and an evaporator for photographic developer and fixer. However, none of the sources appear to require a permit to construct or a permit to operate. Insertco had a letter from Puerto Rico Environmental Quality Board (PREQB) confirming that the evaporator did not require a permit. The facility does not appear to be subject to Title V permitting under the Clean Air Act Amendments of 1990.

7.1.8 Wastewater Discharges

Aside from sanitary wastewaters, the facility discharges fountain solution slops to the sanitary sewer system. According to Insertco representatives, Insertco was required to monitor pH of discharges to sanitary sewer for several years. Having not had any problems with pH excursions, Insertco was notified a couple of years ago that they were no longer required to monitor pH of discharges, and the monitor was subsequently disconnected.

7.2 Facility Safety and Health Management Programs

7.2.1 Respiratory Protection

Respiratory protection does not appear to be required for facility operations.

7.2.2 Hazard Communication

Insertco produced documentation that 43 employees received hazard communication training on 5 April 1994.

Material Safety Data Sheets were not readily available for all hazardous materials used.

7.2.3 Exposure Monitoring

It is unknown if Insertco performs employee exposure monitoring.

7.2.4 Confined Space Programs

No confined spaces were observed during the inspection.

7.2.5 Health and Safety Equipment and Inspections

Fire extinguishers are inspected on an annual basis. The last inspection was February 1995 (exact date not indicated). Three of seven extinguishers inspected did not indicate the year on the sign-off tag.

7.2.6 Lockout/Tagout

Insertco has a written lockout/tagout program.

7.2.7 Hearing Conservation

According to Sr. Rosado, Jr. noise dosimetry has been performed, and it was determined that employees are not required to wear hearing protection. Nevertheless, signs on the floor of the plant in several locations indicated hearing protection was required. Employees are provided with hearing protection for nuisance noise.

7.2.8 Eye/Face/Foot/Hand Protection

Gloves and eyeglasses are provided to employees, but management does not require them to use the equipment.

7.2.9 Emergency Action/Fire Prevention Plans

Insertco has a fire prevention plan. Building evacuation routes were posted on the employee bulletin board. The local fire department performed fire training at the facility approximately two years ago.

7.2.10 Fork Lift Training

Fork truck drivers have not received driver training.

7.2.11 First Aid/Bloodborne Pathogens

A trained nurse works at Insertco (not in a medical capacity) and assists employees who are injured on the job. Insertco has not provided this individual with bloodborne pathogens training or the appropriate gear to respond to an emergency.

7.2.12 Hoists

One pallet jack was observed in the facility; however, it is unknown if this jack is routinely inspected.

7.2.13 Other OSHA Issues

The OSHA 200 log of injuries and illnesses was posted as required on an employee bulletin board. A back injury prevention primer was noted on one of the columns in the manufacturing area.

Insertco representatives stated that OSHA inspectors visited the facility approximately one-two months ago. No problems were noted.

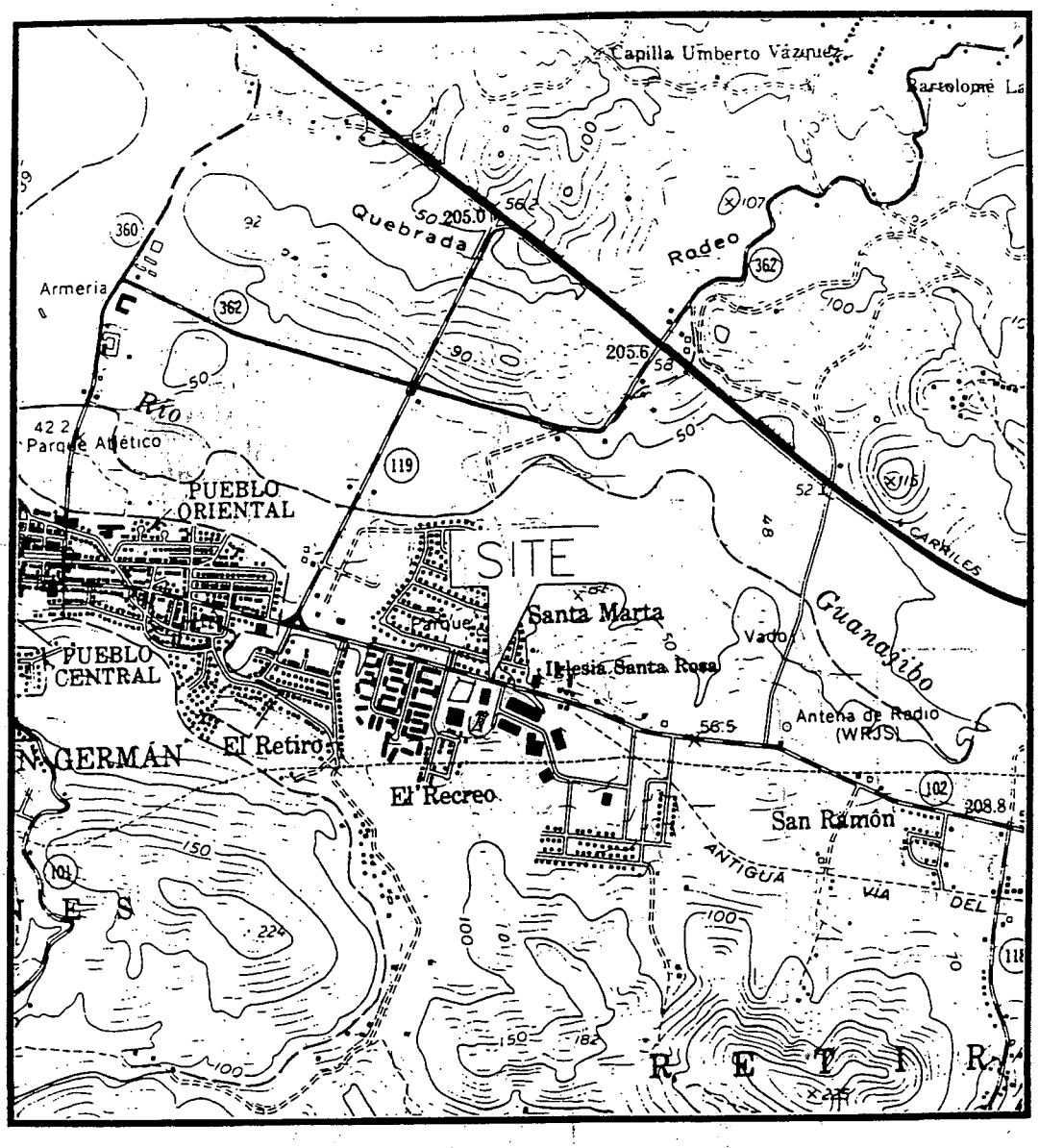
8.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the preliminary results of the site inspection, interviews, and review and evaluation of documents provided by EDR, Insertco and Fomento, the Property appears to present a relatively low risk that significant contamination by oil or hazardous materials has occurred.

Based on the preliminary results of this limited Phase I investigation, ESE believes no further investigation or sampling/analysis of environmental media on the Property are warranted.

Notwithstanding our preliminary conclusions and recommendations concerning the Phase I ESA, ESE recommends the following:

- the hole in the wall of the Chemical Storage Room should be sealed to prevent spills or discharges to the storm drain;
- the practice of allowing inks to be discharged to the storm drain should be discontinued;
- the mineral spirits drum should be moved inside the Chemical Storage Room;
- oil discharges from the east side compressor should be contained, or additional protection from storm water impingement provided;
- oily compressor condensate discharge to the dry well should be discontinued; and
- the practice of discharging other machine cleaning fluids (e.g., ammonium sulfite solution) to the ground outside should be discontinued.



SOURCE: SAN GERMAN, PUERTO RICO QUADRANGLE, U.S.G.S. TOPOGRAPHIC MAP 7.5 MINUTE SERIES, REVISED 1963.

N

1: 20000

0 20000 40000

SCALE IN MILES

ESE Environmental Science & Engineering, Inc.
A CILCORP Co.

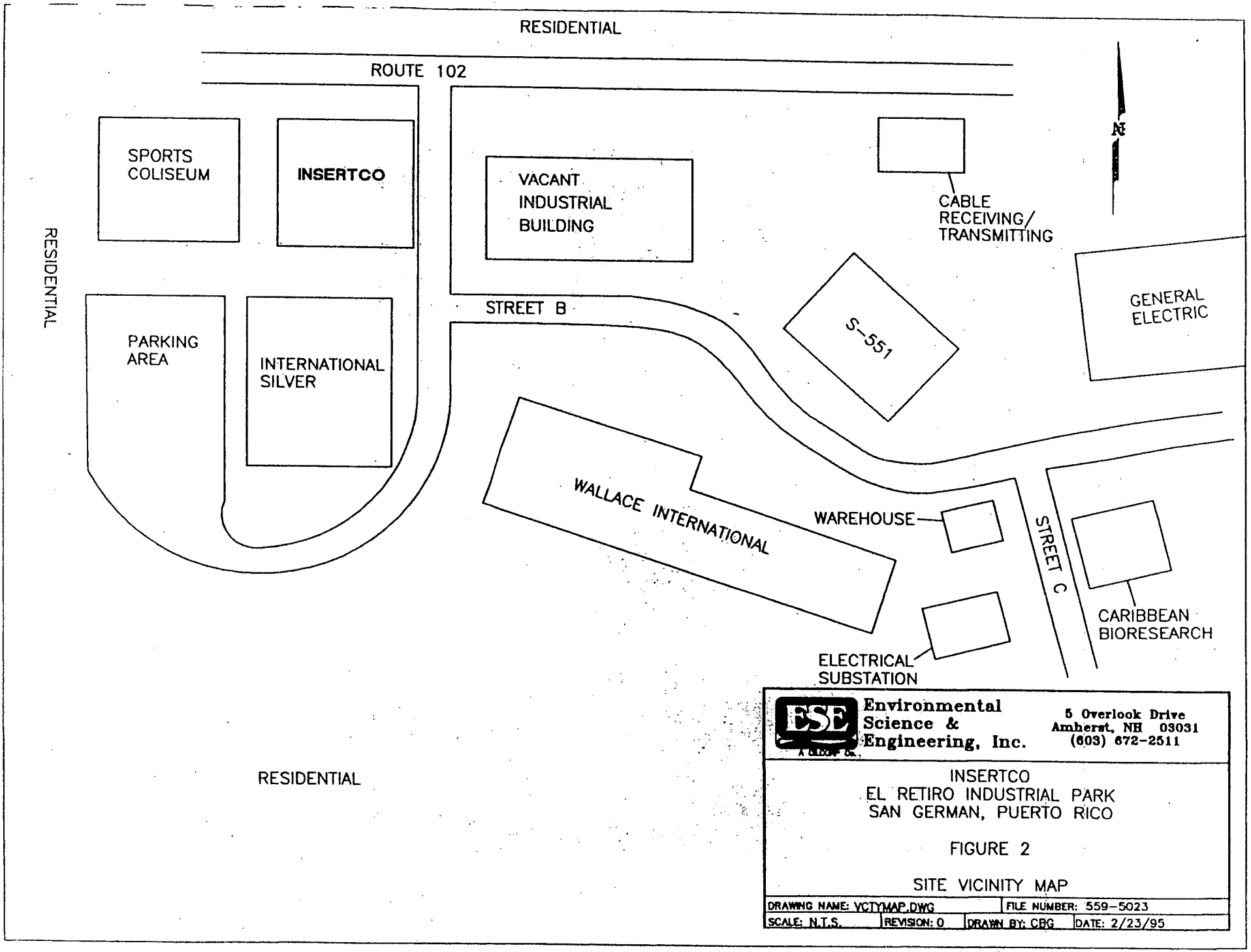
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

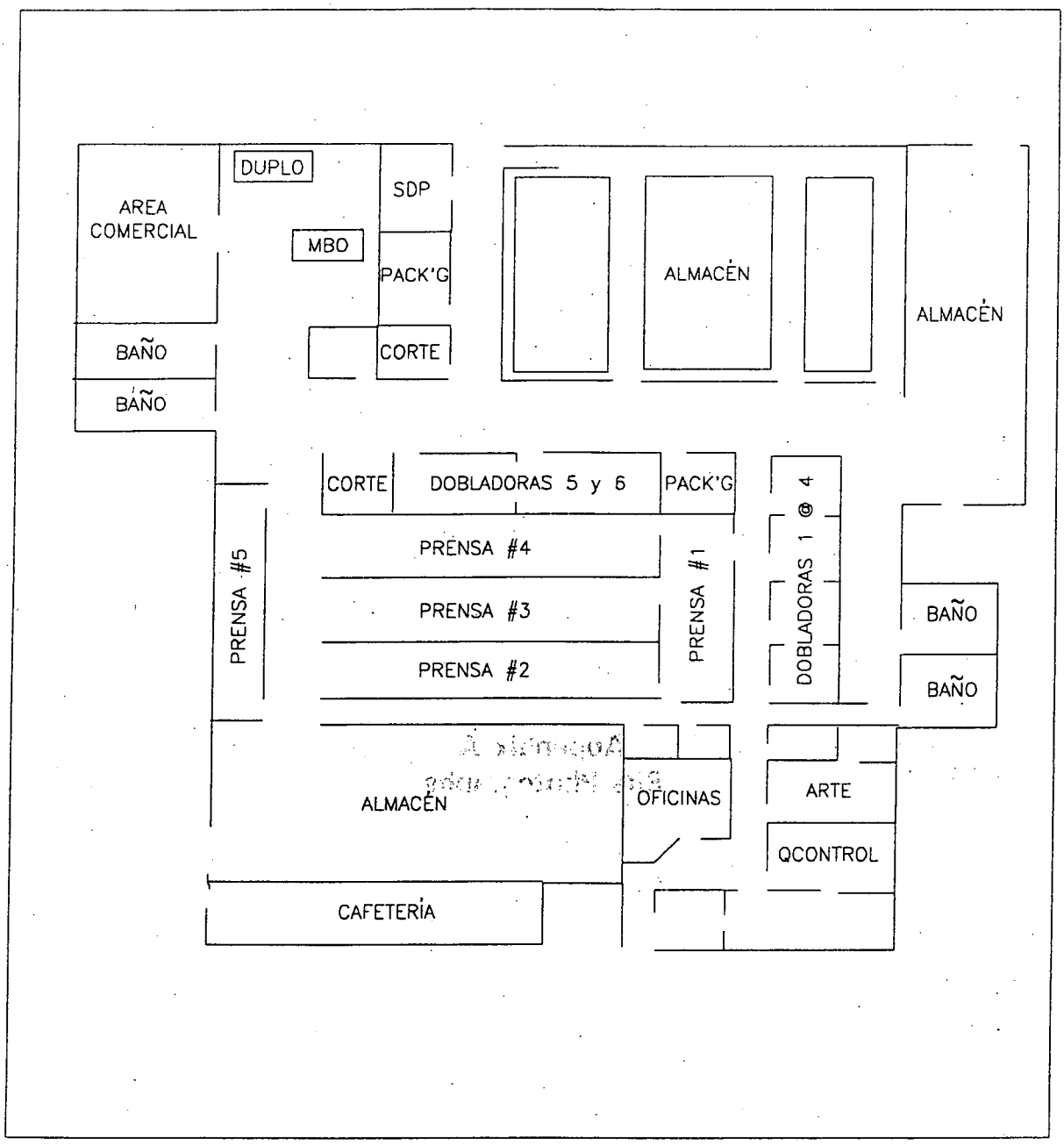
INSERTCO
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 1

SITE LOCATION MAP

DRAWING NAME: LOCMAP.DWG		FILE NUMBER: 559-5023	
SCALE: AS SHOWN	REVISION: 0	DRAWN BY: CBG	DATE: 2/21/95


RESIDENTIAL
ROUTE 102
SPORTS COLISEUM
INSERTCO
VACANT INDUSTRIAL BUILDING
CABLE RECEIVING/ TRANSMITTING
N
RESIDENTIAL
PARKING AREA
INTERNATIONAL SILVER
STREET B
S-551
GENERAL ELECTRIC
WALLACE INTERNATIONAL
WAREHOUSE
STREET C
CARIBBEAN BIORESEARCH
ELECTRICAL SUBSTATION
RESIDENTIAL
ESE
Environmental Science & Engineering, Inc.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511
INSERTCO
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO
FIGURE 2
SITE VICINITY MAP
DRAWING NAME: VCTYMAP.DWG
FILE NUMBER: 559-5023
SCALE: N.T.S.
REVISION: 0
DRAWN BY: CBG
DATE: 2/23/95



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5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

INSERTCO
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 3

FACILITY LAYOUT

DRAWING NAME: FACILITY.DWG			FILE NUMBER: 559-5023
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBC	DATE: 2/21/95

Appendix A
Site Photographs

List of Photographs

1. View of entrance to Insertco, sports coliseum in the background
2. Subterranean, concrete vault on west side of Property
3. Compressor condensate discharge on west side of building, adjacent to compressor pad
4. Distressed vegetation on west side of building, adjacent to compressor pad
5. Containers of ink stored outside on south side of building
6. 55-gallon drum of mineral spirits stored outside adjacent to Scrap Room
7. Staining on floor of Chemical Storage Room; note hole in the wall near leg of metal storage rack
8. Press roller cleaning area in Scrap Room; hole in wall provides conveyance for spills/discharges in adjacent Chemical Storage Room
9. Storm drain on south side of building exhibiting discoloration from ink washing
10. Storm drain on east side of Property exhibiting discoloration from ink washing
11. View north along east side of building
12. Compressor pad on east side of building exhibiting oil staining
13. Open solid waste dumpster, transformer enclosure in background
14. Transformers in enclosure
15. View of roof looking southwest
16. Oil and sorbents under Press #4

Appendix B
EDR Zip Report

EDR-ZIP/PLUS™ REPORT

Insertco
Parque Industrial El Retiro
San German, PR 00683

February 08, 1995

Inquiry Number: 167844.1p

Environmental Data Resources, Inc.

Creators of Toxicheck/®

***The* Source For Environmental Risk Management Data**

3530 Post Road
Southport, Connecticut 06490

Nationwide Customer Service

Telephone: 1-800-352-0050
Facsimile: 1-800-231-6802

ZIP CODE FINDINGS SUMMARY

Database	Total Sites
NPL	0
RCRIS-TSD	1
State Haz. Waste	0
CERCLIS	0
State Landfill	0
LUST	0
UST	0
RAATS	0
RCRIS Sm. Quan. Gen.	2
RCRIS Lg. Quan. Gen.	1
HMIRS	0
PADS	0
ERNS	0
FINDS	21
TRIS	3
NPL Liens	0
TSCA	0
Coal Gas	0

* Sites may be listed in more than one database

ZIP CODE FINDINGS

Site	Database(s)	EDR ID Number EPA ID Number

Coal Gas Site Search: EDR does not presently have coal gas site information available in this state.

DY-4 CORP
KM 1.0 PR RD 362 BO GUAMA
SAN GERMAN, PR 00683

FINDS 1000801211
RCRIS-LQG PRD991291857
RCRIS-TSD

RCRIS:
Owner: CIRCO CRAFT CO INC
(212) 555-1212

Contact: LUIS URETA
(809) 892-1946

Waste	Quantity	Info Source	Waste	Quantity	Info Source
D000	Not reported	Notification	D001	Not reported	Notification
D002	Not reported	Notification	D008	Not reported	Notification
F001	Not reported	Notification	F002	Not reported	Notification
F006	Not reported	Notification	F007	Not reported	Notification
F008	Not reported	Notification	F009	Not reported	Notification
D000	9072.00000 (M)	Part A	D002	18144.00000 (M)	Part A
F001	2.49400 (M)	Part A	F002	2.49400 (M)	Part A
F006	2839.53600 (M)	Part A	F007	2.49400 (M)	Part A
F008	2.49400 (M)	Part A	F009	2.49400 (M)	Part A

(P) = Pounds , (K) = Kilograms , (M) = Metric Tons , (T) = Tons , (N) = Not Reported

---

CAFE RICO
RD 2
PUERTO NUEVO, PR 00683

FINDS 1000800319
PRD980297899

Other Pertinent Environmental Activity Identified at Site:
facility has an emission permit under the Clean Air Act

GRAVERO MAYAGUEZANO
RD 2 KM 176.0
SAN GERMAN, PR 00683

FINDS 1000800484
PRD980643803

SAN GERMAN SOLID WASTE
RD 2 KM 172.8
SABANA GRANDE, PR 00683

FINDS 1000800372
PRD980512602

PR ARMY NATIONAL GUARD
RD 360 & INTSEC RD 362
SAN GERMAN, PR 00683

RCRIS-SQG 1000875384
PRD987382074

RCRIS:
Owner: PR ARMY NATIONAL GUARD
(809) 724-3321

Contact: EDISON BURGOS
(809) 892-1050

Waste	Quantity	Info Source
D001	Not reported	Notification

ZIP CODE FINDINGS

Site	Database(s)	EDR ID Number EPA ID Number
PR ARMY NATIONAL GUARD RD 360 INTSEC RD 362 - SAN GERMAN ARMORY SAN GERMAN, PR 00683	FINDS	1000846352 PRD987382074
IOLAB INC PR 362 KM 0.5 SAN GERMAN, PR 00683	FINDS	1000800483 PRD980643746
CASA AGRICOLA LA GRANJA CALLE JAVILLA 47 RIO PIEDRAS, PR 00683	FINDS	1000800564 PRD980775415
INTERAMERICAN UNIV SAN GERMAN CALLE LUNA SAN GERMAN, PR 00683	FINDS	1000851332 PRD987367604
INTERAMERICAN UNIV SAN GERMAN CALLE LUNA SAN GERMAN, PR 00683	FINDS	1000846329 PRD987367604
INTERNATIONAL SILVER DE PR INC CALLE B BO INDUSTRIAL RETIRO SAN GERMAN, PR 00683	FINDS	1000800192 PRD090405648
BAXTER BIOTECH FENWAL DIVISION CARR 2 KM 175 PARQUE IND SAN GERMAN, PR 00683	RCRIS-SQG	1000875301 PR0000090613

RCRIS:
Owner: BAXTER HEALTH CARE CORP
(708) 948-2000
Contact: ELAINE RIVERA
(809) 838-3000

Waste	Quantity	Info Source	Waste	Quantity	Info Source
D001	Not reported	Notification	F002	Not reported	Notification
F003	Not reported	Notification	F005	Not reported	Notification

HORMIG MAYAGUEZANA CARR 2 KM 176 GUAMA, PR 00683	FINDS	1000800333 PRD980299101

Other Pertinent Environmental Activity Identified at Site:
facility has an emission permit under the Clean Air Act

IOLAB INC CARR 362 KM 0.5 PARK GUAMA SAN GERMAN, PR 00683	FINDS TRIS	1000800307 PRD156924573

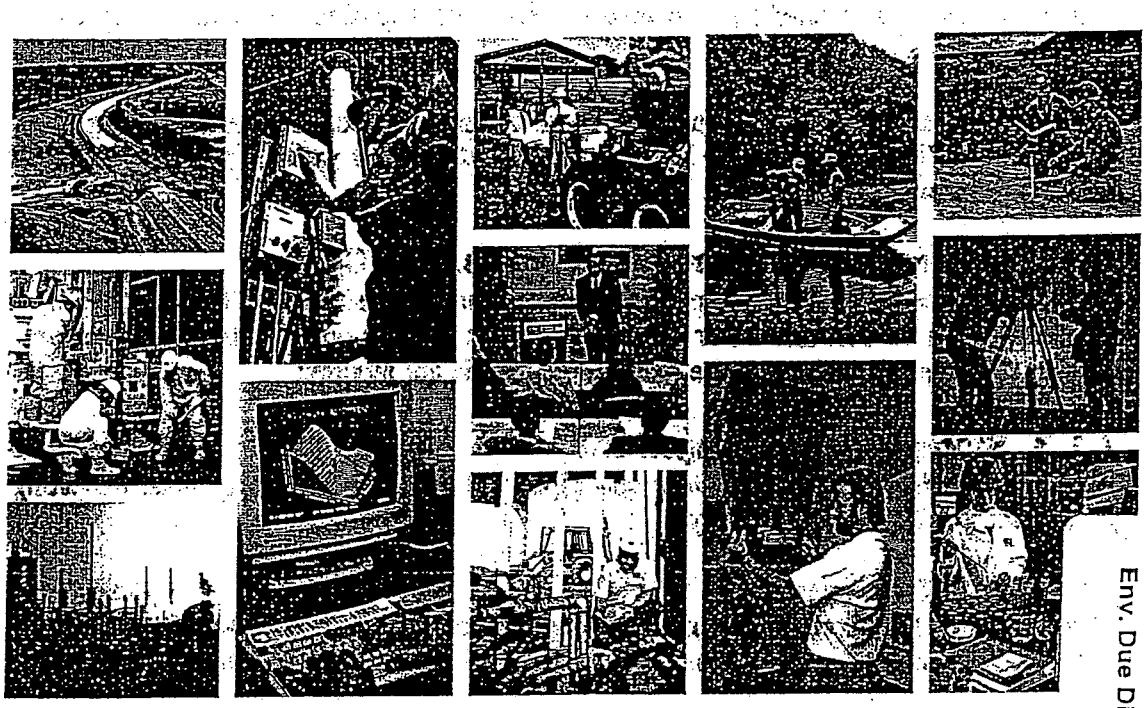
ZIP CODE FINDINGS

Site	Database(s)	EDR ID Number EPA ID Number
PRASA WTP SAN GERMAN INTERAMERICAN UNIVERSITY SAN GERMAN, PR 00683	FINDS	1000800448 PRD980535348
HOSPITAL DE LA CONCEPCION 41 LUNA ST SAN GERMAN, PR 00683	FINDS	1000800910 PRD987375656
ESCUELA AGRIPINA SEDA 13 DE MARZO AGRIPINA SEDA GUANICA, PR 00683	FINDS	1000800983 PRD987378635
ESCUELA FRANKLIN D ROOSEVELT 13 DE MARZO FRANKLIN D ROOSEVELT GUANICA, PR 00683	FINDS	1000800982 PRD987378627
GENERAL ELECTRIC CIRCUIT BREAK EL RETIRO INDUSTRIAL AREA SAN GERMAN, PR 00683	FINDS TRIS	1000800246 PRD091019224
OMNI RESEARCH INC EL RETIRO INDUSTRIAL ZONE SAN GERMAN, PR 00683	FINDS	1000800179 PRD090235227
WALLACE INTL. OF P.R. INC. BARRIO RETIRO IND. SUB DIV. B ST. SAN GERMAN, PR 00683	TRIS	1000479213 PRD09045684
KODAK RAHOLA INC STORE 15 STATE RD 2 INT SEC 122 CAIN ALTO SAN GERMAN, PR 00683	FINDS	1000800924 PRD987376225
ROSARIO WARD SCH PUB BLDG AUT STATE RD 348 SAN GERMAN, PR 00683	FINDS	1000800461 PRD980535736
SAN GERMAN STP STATE ROAD 360 KM 1.4 SAN GERMAN, PR 00683	FINDS	1000800063 PRD000691493

Other Pertinent Environmental Activity Identified at Site:
facility has active water discharge permits

Return To:

John R. Blaukamp
Menasha Corp.
1649 Bergstrom Rd.
Neenah, WI 54957



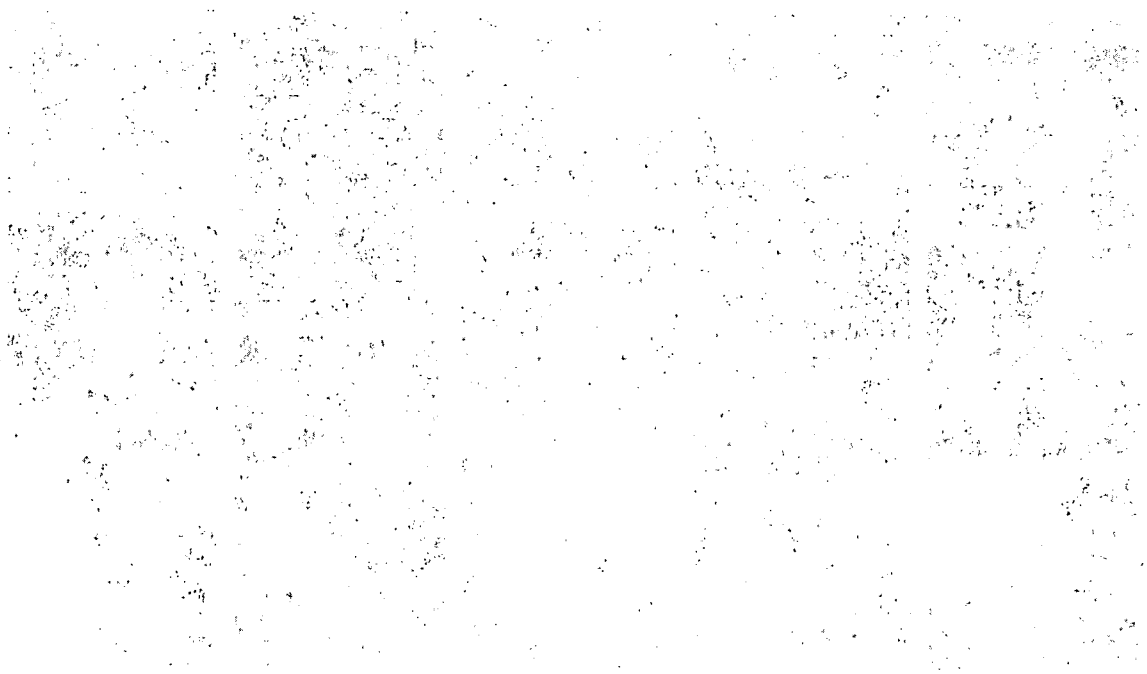
Environmental
Science &
Engineering, Inc.

A CILCORP Company

Env. Due Diligence - ASTM Phase II

360

PERMANENT



DRAFT REPORT
ENVIRONMENTAL SITE ASSESSMENT
Insert Corporation of Puerto Rico, Inc.
Parque Industrial El Retiro
San German, Puerto Rico 00683

Prepared for:

Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Prepared by:

Environmental Science & Engineering, Inc. (ESE)
Five Overlook Drive
Amherst, New Hampshire 03031
(603) 672-2511

ESE Project No. 5595023.5100

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1.0 OBJECTIVES

1.1 Purpose and Scope of the ESA

The objective of this Phase I Environmental Site Assessment (ESA) is to identify and record any existing, potential, or suspect conditions that may impose an environmental liability to or restrict the use of the subject property (Property). This report includes a record of facts and findings observed during the Phase I ESA. The scope of work included:

- Site background and operating history review
- Environmental setting overview
- Site inspection findings
- Regulatory agency review
- Environmental, health and safety management review

1.2 Process, Procedures, and Methods

- Site Background/Operating History: most information was obtained through site contacts and a local representative of Fomento Industrial (the Puerto Rico Economic Development Administration, owner and developer of the Property).

- Environmental Setting: information about the physical environmental conditions of the Property including surface water, subsurface, and groundwater characteristics was obtained from Dr. Alan Smith of the University of Mayaguez Geology Department, and the U.S. Geological Survey (USGS) Water Resources Division in San Juan, Puerto Rico (pending).

- Site Inspection: a physical on-site inspection and interviews were conducted to observe existing conditions, activities, and operations both on-site and on the adjacent properties. Specific items reviewed included water bodies on/near the Property, evidence of chemical spills or staining, presence of drums or containers, off-site sources of potential chemical contamination, unusual odors, evidence of storage tanks, evidence of PCB equipment, and identification of on-site regulated substances. An area reconnaissance of properties within a 0.5 mile radius was conducted to evaluate off-site sources of concern. Photographs were taken of the Property and are included as Appendix A.

- Environmental/Regulatory Agency Inquiries: regulatory information on the Property and other sites within the zip code of the Property was obtained from Environmental Data Resources, Inc. (EDR). This information has been included as Appendix B.

The investigation was conducted in compliance with the substantive requirements of the ASTM Standard Practice for Environmental Site Assessments.

1.3 ESE Qualifications and Limitations

ESE can offer no assurances and assumes no responsibility for site conditions or activities outside the scope of work. In performing its investigation of the Property, ESE has used its best professional judgement in its performance of services and preparation of reports, and used the degree of care and skill ordinarily exercised under similar circumstances by reputable consultants performing comparable services. Menasha Corporation understands that ESE has relied on the accuracy of documents, oral information, and other material and information provided by Property representatives, regulatory agencies, and other sources as stated above, to prepare this report.

Some important data that may affect the preliminary conclusions and recommendations (see Section 8.0) of this draft report were not available prior to preparing this report, including:

- detailed information on former occupants and uses of the building;
- information on the design, construction and closure of the septic system(s);
- information on groundwater in the vicinity (i.e., depth to shallow aquifer, rate and direction of flow, water quality, location of wells).

To the extent this information becomes available, it will be included in the final report, along with modified conclusions and recommendations, as necessary.

2.0 SITE REVIEW

The Insert Corporation of Puerto Rico, Inc. (Insertco) is currently the sole occupant of the Property. The Property is located at Route 102, Km 33.2, Parque Industrial El Retiro, San German, Puerto Rico 00683. The Property is located in an industrial park that is situated in an area characterized primarily by residential development to the north, east, south, and west, with some commercial and retail development to the east and west.

The Property consists of one building occupying approximately 24,000 square feet on a parcel of about 40,000 square feet. The building is single story, constructed of cement block on slab on grade, and except for the office areas, generally has an open floor plan. The building is well maintained. The exterior of the Property consists of neat landscaping on the north and west sides, and storage and parking areas on the south and east sides, respectively. Security is provided by a 6' high chain link fence around the Property.

3.0 SITE BACKGROUND

3.1 Current Ownership and Use

The Property is owned by Fomento Industrial (Fomento). According to Insertco representatives, the Property was constructed by Fomento in 1952 for use as a textile production (sewing) factory. Insertco leased and occupied the Property in 1987. Insertco operates web offset presses to produce printed instructional inserts for pharmaceuticals.

3.2 Prior Ownership and Use

According to Insertco representatives, prior to Fomento purchasing and developing the industrial park in 1952, the Property was used for agriculture (sugarcane). The Property was used as a textile sewing operation until the mid-1970s. From the mid-1970s until about 1987, Cooper Vision occupied the Property and used it as a warehouse for eye care products. In 1987, Insertco leased the Property.

4.0 ENVIRONMENTAL SETTING

4.1 Surface Water Characteristics

One river that runs generally northwest/southeast is located approximately 0.5 mile north of the Property.

4.2 Subsurface Geological Characterization

According to a geological map provided by Dr. Alan Smith of the University of Mayaguez, the geology of the Property and vicinity is KJs Serpentinite and KJm Mariquita Chert. Serpentinite is described as variously black, blackish-green, pale green, bluish-green, pervasively fractured and sheared rock consisting primarily of serpentine minerals.

Mariquita Chert is described variously as yellowish-red, brownish-red, grayish-green, black, or white fine- to medium-grained bedded chert with rare amygdular basalt and silicified limestone lenses.

4.3 Groundwater Characteristics

Information on groundwater characteristics in the vicinity of the Property is pending from the USGS Water Resources Division.

5.0 SITE INSPECTION

5.1 Site Observations and Inquiries

5.1.1 Date and Time of Inspection

An area reconnaissance by vehicle was conducted on the late afternoon of 15 February 1995. The physical inspection of the Property was conducted on 16 February. The Property was briefly revisited on 17 February.

5.1.2 Inspection Personnel

Russell Boesch of ESE's Amherst, New Hampshire office conducted the inspection. Mr. Boesch was accompanied by Peter DeRossi of Menasha Corporation for the physical inspection on 16 February.

5.1.3 Site Representatives

Insertco was represented by Alexis Rosado, President, Alexis Rosado, Jr., Operations Manager, Oscar Diaz of New Jersey Packaging International, Ms. Rosado, Human Resources. Additional information (through interpreter) was provided by Insertco's lead maintenance man. Victor Vega represented Fomento.

5.1.4 Site Interviews

Oscar Diaz facilitated communication between the inspectors and Insertco/Fomento representatives by serving as an interpreter; however, much information was able to be communicated directly to inspectors by Insertco representatives.

5.1.5 Description of Inspection Process

The entire Property was traversed, and the interior and roof of the building was inspected.

5.1.6 Surface Access and Egress

Access to the Property is via Road A off of Route 102, which traverse in an east-west direction immediately north of the Property.

5.1.7 Vegetation

The north and west sides of the Property are attractively landscaped with grass and shrubs.

5.1.8 Water Bodies

No water bodies were observed on the Property.

5.1.9 Drainage Pathways

Storm drainage is aided by concrete swales on the west, north, east and south sides of the Property. The swales are not continuous. Direction of drainage is to the north and east. A culvert on the northeast portion of the Property conveys drainage under Route 102.

5.1.10 Railroad Spurs/Electrical Transmission Towers

No railroad spurs nor electrical transmission towers were noted on-site.

5.1.11 Utilities

Potable water and sanitary sewer services are provided by Puerto Rico Aqueduct and Sewer Authority (PRASA). Electricity is provided by the Puerto Rico Electrical Energy Authority. The Property is not served by natural gas, nor were propane tanks observed.

5.1.12 Buildings

The building is single story, approximately 24,000 square feet in size, and constructed of cement block over slab on grade. Insertco built a 2,000 square foot addition onto the original construction several years ago. Except for the office areas, the building generally has an open floor plan. The building is well maintained throughout.

5.1.13 Heavy Equipment

No evidence of heavy equipment, tankers, or spray rigs was observed nor were any foundations or old ruins.

5.1.14 Unusual Odors

With the exception of normal odors associated with printing press operations, no chemical, gas, petroleum, or other foul odors were noted.

5.1.15 Landfilling/Dumping

No evidence of landfilling, dumping, or direct burial activity was observed on the Property.

5.1.16 Surface Impoundments

No surface impoundments or holding ponds were observed.

5.1.17 Air Emissions/Wastewater Discharges

Fugitive emissions of isopropyl alcohol contained in fountain solution occur routinely from Press #4. Stack emissions of powder emitted from Press #4 are conveyed via a flexible hose to a small baghouse located inside the building. Stack emissions of developer and fixer are conveyed through and emitted from a flexible hose exhaust situated on an evaporator unit. According to Insertco representatives, none of the air emissions sources requires a permit to operate.

Wastewaters from toilets, sinks, and drinking fountains are conveyed to the municipal sanitary sewer system. Fountain solution is mixed in the men's bathroom, and slops/overspill drain to the sewer. [Note - until approximately 1985 (prior to Insertco's occupancy), the Property utilized a septic system. Sr. Rosado has requested Fomento to provide additional details on the construction and closure of the septic systems.]

A subterranean, concrete vault (approximately 2' x 2' x 4' deep) exists on the west side of the property. The vault appears to provide access to the sanitary sewer line.

Soy-based ink from press roller cleaning operations is discharged to a floor drain in the Scrap Room, which conveys it to the storm drain on the south side of the Property, which in turn conveys it to the concrete swale on the east side of the Property. The containment area around the floor drain, the drainage swales, and standing water in the drainage swales exhibited a blackish-grey discoloration from the ink.

Condensate from a compressor located outside along the west side of the building is conveyed via copper pipe and discharged to a dry well immediately adjacent to the concrete pad on which the compressor sits. The immediate vicinity of the dry well exhibited dark staining.

5.1.18 Industrial/Manufacturing Activities

Insertco is engaged in web offset printing of instructional inserts for pharmaceuticals and other retail items, and photographic development of printing plates from negatives.

5.1.19 Monitoring Wells/Remedial Activities

No remedial activities were observed, including monitoring wells.

5.1.20 Stained/Discolored Soils

See Section 5.1.17 above for discussion of staining in the vicinity of compressor condensate dry well.

A compressor located outside along the east side of the building exhibits oily staining on the concrete pad beneath the unit. The unit is not situated in a containment berm; however, a small roof provides limited shelter from storm water impingement.

5.1.21 Leachate/Seepage

No seepage or leachate was observed.

5.1.22 Distressed Vegetation

One small area (approximately 5 square feet) of distressed vegetation was noted adjacent to the compressor pad on the west side of the Property. According to Insertco's maintenance man, stressed vegetation likely resulted from a one-time discharge of approximately one gallon of wash water containing ammonium sulfite used to clean a photographic developing machine.

5.1.23 Chemical Spills/Releases

Aside from the conditions previously noted in Sections 5.1.17, 5.1.20 and 5.1.22, other evidence of chemical spills/releases included: some oil leakage under Press #4 that appears to be contained with sorbent materials; and some leakage of chemicals in the chemical storage area on the south side of the building (see Section 5.1.28).

5.1.24 Groundwater/Surface Water Contamination
No direct evidence of groundwater or surface water contamination was observed.

5.1.25 Oil/Gas Activities
No evidence of any oil or gas exploration, extraction, or refinery activities were observed.

5.1.26 Farm Waste
No evidence of farm waste concerns such as feed lot spoils or manure stockpiles was observed.

5.1.27 Pesticides, Herbicides, and Fertilizers
No evidence of prolonged use or misapplication of pesticides, herbicides, soil conditioners, or fertilizers was found.

5.1.28 Other Suspect On-Site Conditions
A Chemical Storage Room exists on the south side of the building. This room is equipped with a concrete floor and walls, and a tin roof, but is exterior (and adjacent) to the main building. The Chemical Storage Room shares a common wall with the Scrap Room to the east. A small (3") hole in the wall of the Chemical Storage Room has been cut to permit fluids to drain from the chemical storage area to the floor drain in the Scrap Room, which in turn discharges to the storm drain. Therefore, chemical spills in the storage room have the opportunity to be discharged to the storm drain. Some evidence of leaking containers was noted on the floor of the Chemical Storage Room.

One 55-gallon drum of mineral spirits was stored outside the south wall of the Scrap Room.

5.1.29 Off-Site Contamination
No evidence of discharges, leachate, migration, or run-on of potential contaminants from an off-site source onto the Property was found.

5.2 AST/UST Systems and Pipelines
No underground storage tanks, aboveground storage tanks or pipelines were observed on the Property.

5.3 Transformers and PCB Equipment
One pole-mounted transformer is located on the northeast corner of the Property. This transformer was not visibly labelled regarding PCB status. The transformer appeared to be in good condition, with no evidence of leaks or spills of dielectric fluid.

Three pad-mounted transformers are situated in an outside, fenced enclosure on the east side of the building. Each of the transformers is labelled non-PCB. Insertco owns these transformers. They appear to be in good condition, and no evidence of leaks or spills of dielectric fluid exist on the pad.

Three transformers that have been removed from service are situated immediately adjacent to the transformer enclosure. These transformers are not labelled regarding PCB status; however, name plate information revealed they were manufactured in 1986/1987, and therefore present a very low probability that they contain PCBs above 50 ppm. The transformers are owned by Insertco. They appear to be in good condition, and no leaks or spills of dielectric fluid was evident.

5.4 On-Site Regulated Substance Identification

The Chemical Storage Room on the south side of the building contains four 55-gallon drums containing isopropyl alcohol, Varn Wash V-120 (contains petroleum distillates), turbine oil, and Polychrome PR 926. Miscellaneous containers of oils and phosphate-based strippers are stored on wooden storage racks.

In the Scrap Room adjacent to the Chemical Storage Room, one 5-gallon container was labelled "No Toque, Quimico, Fix & Dev, Waste.

One 55-gallon drum labelled mineral spirits was stored outside the south wall of the Scrap Room.

Soy-based printing inks are stored on racks along the wall in the shipping/receiving area.

Approximately ten 5-gallon containers of Flint Ink were stored outside (under roof) along the southwest wall of the building.

5.5 Area Reconnaissance

A reconnaissance of the vicinity conducted by auto revealed that the Property is located in an area predominated by residential development in all directions. Immediately west of the Property is a sports coliseum; some commercial and retail establishments are located west and east of the Property as well. Directly east of the property is a vacant industrial site that is part of the El Retiro Industrial Park. Other enterprises in the industrial park include International Silver directly south of the Property, Miller International to the southeast, and Building S-551 (also vacant), Caribbean Bioresearch and General Electric all of which are east of the Property.

5.6 Asbestos-Containing Material

The chain-link fence enclosing the transformer pad on the east side of the building is equipped with wallboard that appears to be asbestos-containing material (ACM). The wallboard generally appears to be in good condition.

Floor tiles and tile mastic in the building may be ACM.

6.0 ENVIRONMENTAL/REGULATORY AGENCY INQUIRIES

ESE obtained regulatory information from Environmental Data Resources, Inc. (EDR). Additionally, verbal inquiries were conducted with local officials.

6.1 Federal and State Regulatory Agencies

ESE obtained a Zip Code Report from EDR for zip code 00683. The results of these searches are summarized in this section.

The Property is not identified in any of the databases covered by the Zip Report.

No National Priorities List sites were identified within the zip code.

One RCRA treatment, storage and disposal facility is identified within the zip code: DY-4 Corp. on Rte. 362 in San German; this facility is also listed as a large quantity generator. Two small quantity generators are identified within the zip code: Puerto Rico Army National Guard at intersection of Rte. 360 and 362; and Baxter Biotech Fenwal Division at Rte. 2, Km. 175.

Three Toxic Release Inventory sites were listed within the zip code: Iolab, Inc. at Rte. 362, Km. 0.5; General Electric Circuit Breaker at El Retiro Industrial Park; and Wallace International at El Retiro Industrial Park.

Twenty one FINDS were identified within the zip code.

No ERNS sites were identified within the zip code.

No solid waste landfills were identified in the zip code.

No registered USTs were identified within the zip code.

No leaking USTs were identified within the zip code.

No TSCA sites were identified within the zip code.

6.2 Local Governmental Agencies

The U.S. Soil Conservation Service (USSCS) in San German was visited for the purpose of obtaining information on soils and groundwater in the vicinity of the Property; however, such information was not available at this office. A USSCS employee suggested contacting the USGS Water Resources Division (USGSWRD) in San Juan, Puerto Rico regarding the information sought; a call was placed and a FAX sent to the USGSWRD, and the information is pending.

Dr. Alan Smith of the University of Mayaguez Geology Department was contacted regarding the geology of the area. Dr. Smith provided the inspector a map of the geology of San German.

Sr. Victor Vega of Fomento Industrial's regional office provided inspectors with some information on the history of development and occupation of the Property. Sr. Vega agreed to research some of the questions that were raised during the inspection.

7.0 ENVIRONMENTAL SAFETY AND HEALTH MANAGEMENT

7.1 Facility Environmental Management Programs

7.1.1 Solid and Hazardous Waste Management

Insertco is a conditionally exempt small quantity generator of hazardous waste (i.e., generates less than 100 Kg/month) and does not currently have an EPA identification number. The facility does not generate any routine hazardous waste streams; however, it is unknown if the fixer/developer evaporator unit generates a sludge that might be a characteristic hazardous waste.

Small amounts of soy-based printing ink contained on rags and wipes from press cleaning operations get disposed as municipal solid waste.

The facility occasionally generates small quantities of used oil from compressors and presses. This oil is accumulated on-site in a container. The final disposition of used oil was not known by facility representatives.

Approximately ten bins and six drums are accumulating off-spec labels outside along the southern fence line. According to Insertco representatives, this paper is periodically hauled off by a recycler.

7.1.2 Spill Prevention, Countermeasures, and Control

Insertco does not have a written Spill Prevention, Countermeasures, and Control (SPCC) Plan. Based on the fact that fewer than 1,320 gallons, and no oil-containing tanks greater than 660 gallons, are present at the facility, the plan is not required.

7.1.3 Storage Tank Management

There was no visual evidence, such as vent pipes, fill ports, or dispensing units, indicating the presence of USTs at the facility.

7.1.4 PCB Management

Polychlorinated Biphenyls (PCBs) must be identified in facilities and (where found) labeled and managed until properly disposed. No PCBs have been identified in the facility.

7.1.5 SARA Title III

It does not appear that SARA reporting requirements apply to this facility.

7.1.6 Stormwater Management

The facility does not have a permit for storm water discharges associated with industrial activity. Activities observed at the facility that would appear to subject it to storm water permit requirements include: discharges of ink wash water to the floor drain in the Scrap Room that are conveyed to the storm drain; discharge of oily compressor condensate to the dry well; discharge of photographic equipment wash water adjacent to compressor pad; lack

Environmental
Science &
Engineering, Inc.

FACSIMILE

DATE: February 23, 1995 TIME: 1:30

TO: P. DeRossi FROM: Russell Boesch

FAX NO.: 414 751-1858 FILE NO.:

SUBJECT:

NO. OF PAGES 36
(Including this sheet)

ADDITIONAL MESSAGE:

(If there are problems with this transmission, please call 603/672-2511)

Five Overlook Drive Amherst, New Hampshire 03031 Phone (603) 672-2511 Fax (603) 672-2014

Env. Due Diligence - ASTM Phase I
360
Permanent

DRAFT REPORT
ENVIRONMENTAL SITE ASSESSMENT
Building S-551
Parque Industrial El Retiro
San German, Puerto Rico 00683

Prepared for:

Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Prepared by:

Environmental Science & Engineering, Inc. (ESE)
Five Overlook Drive
Amherst, New Hampshire 03031
(603) 672-2511

ESE Project No. 5595023.5100

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1.0 OBJECTIVES

1.1 Purpose and Scope of the ESA

The objective of this Phase I Environmental Site Assessment (ESA) is to identify and record any existing, potential, or suspect conditions that may impose an environmental liability to or restrict the use of the subject property (Property). This report includes a record of facts and findings observed during the Phase I ESA. The scope of work included:

- Site background and operating history review
- Environmental setting overview
- Site inspection findings
- Regulatory agency review

The Property has been vacant for approximately eight years, hence a review of environmental and health and safety issues was not conducted.

1.2 Process, Procedures, and Methods

- Site Background/Operating History: most information was obtained through representatives of the Insert Corporation of Puerto Rico, Inc. (Insertco) and a local representative of Fomento Industrial (the Puerto Rico Economic Development Administration, owner and developer of the Property).

- Environmental Setting: information about the physical environmental conditions of the Property including surface water, subsurface, and groundwater characteristics was obtained from Dr. Alan Smith of the University of Mayaguez Geology Department, and the U.S. Geological Survey (USGS) Water Resources Division in San Juan, Puerto Rico (pending).

- Site Inspection: a physical on-site inspection and interviews were conducted to observe existing conditions, activities, and operations both on-site and on the adjacent properties. Specific items reviewed included water bodies on/near the Property, evidence of chemical spills or staining, presence of drums or containers, off-site sources of potential chemical contamination, unusual odors, evidence of storage tanks, evidence of PCB equipment, and identification of on-site regulated substances. An area reconnaissance of properties within a 0.5 mile radius was conducted to evaluate off-site sources of concern. Photographs were taken of the Property and have been included as Appendix A.

- Environmental/Regulatory Agency Inquiries: regulatory information on the Property and other sites within the zip code of the Property was obtained from Environmental Data Resources, Inc. (EDR). This information has been included as Appendix B.

The investigation was conducted in compliance with the substantive requirements of the ASTM Standard Practice for Environmental Site Assessments.

1.3 ESE Qualifications and Limitations

ESE can offer no assurances and assumes no responsibility for site conditions or activities outside the scope of work. In performing its investigation of the Property, ESE has used its best professional judgement in its performance of services and preparation of reports, and used the degree of care and skill ordinarily exercised under similar circumstances by reputable consultants performing comparable services. Menasha Corporation understands that ESE has relied on the accuracy of documents, oral information, and other material and information provided by Property representatives, regulatory agencies, and other sources as stated above, to prepare this report.

Some important data that may affect the preliminary conclusions and recommendations (see Section 7.0) of this draft report were not available prior to preparing this report, including:

- detailed information on former occupants and uses of the building;
- information on the design, construction and former uses of the three subterranean, concrete vaults on the northwest side of the building;
- information on groundwater in the vicinity (i.e., depth to shallow aquifer, rate and direction of flow, water quality, location of wells).

To the extent this information becomes available, it will be included in the final report, along with modified conclusions and recommendations, as necessary.

2.0 SITE REVIEW

The Property is located on Road B, El Retiro Industrial Park, San German, Puerto Rico 00683. The Property is located in an industrial park that is situated in an area characterized primarily by residential development to the north, east, south, and west, with some commercial and retail development to the east and west.

The Property consists of one building occupying approximately 37,900 square feet on a parcel of about 80,000 square feet. The building is single story, modular cement construction on slab on grade, and generally has an open floor plan. The building has been vacant for approximately eight years; however, it appears to be well maintained. The exterior of the Property consists of an asphalt parking lot/access to shipping dock on the west side, and landscaped areas on the north, east and south sides. Security is provided by a 6' high chain link fence around the Property.

3.0 SITE BACKGROUND

3.1 Current Ownership and Use

The Property is owned by Fomento Industrial (Fomento). According to a Fomento representative (Sr. Victor Vega), the Property has been vacant for approximately eight years

3.2 Prior Ownership and Use

According to Sr. Vega, the Property was used for agricultural purposes (sugarcane) prior to Fomento purchasing the land in the early 1950s to develop the industrial park. Building S-551 was constructed in the 1960s. Digital Equipment Company (DEC) occupied the Property for an unspecified number of years prior to vacating the Property in about 1986. It is unknown if any other business enterprise occupied the building prior to DEC. Insertco is currently contemplating leasing the Property from Fomento. Insertco operates web offset presses to produce printed instructional inserts for pharmaceuticals.

4.0 ENVIRONMENTAL SETTING

4.1 Surface Water Characteristics

One river that runs generally northwest/southeast is located approximately 0.5 mile north of the Property.

4.2 Subsurface Geological Characterization

According to a geological map provided by Dr. Alan Smith of the University of Mayaguez, the geology of the Property and vicinity is KJs Serpentinite and KJm Mariquita Chert. Serpentinite is described as variously black, blackish-green, pale green, bluish-green, pervasively fractured and sheared rock consisting primarily of serpentine minerals.

Mariquita Chert is described variously as yellowish-red, brownish-red, grayish-green, black, or white fine- to medium-grained bedded chert with rare amygdular basalt and silicified limestone lenses.

4.3 Groundwater Characteristics

Information on groundwater characteristics in the vicinity of the Property is pending from the USGS Water Resources Division.

5.0 SITE INSPECTION

5.1 Site Observations and Inquiries

5.1.1 Date and Time of Inspection

The Property was initially inspected on 16 February 1995. A second reconnaissance of the vicinity east of the Property, and an additional "through the fence" inspection was conducted on 17 February.

5.1.2 Inspection Personnel

Russell Boesch of ESE's Amherst, New Hampshire office conducted the inspection. Mr. Boesch was accompanied by Peter DeRossi of Menasha Corporation on 16 February only.

5.1.3 Site Representatives

Insertco was represented during the 16 February inspection by Oscar Diaz of New Jersey Packaging International. Victor Vega represented Fomento during the 16 February inspection.

5.1.4 Site Interviews

Oscar Diaz facilitated communication between the inspectors and Victor Vega by serving as an interpreter.

5.1.5 Description of Inspection Process

The entire Property was traversed, and the interior of the building was inspected.

5.1.6 Surface Access and Egress

Access to the Property is via Road B, which is off of Road A that joins Route 102. Route 102 traverses in an east-west direction north of the Property.

5.1.7 Vegetation

The north, east and south sides of the Property are landscaped with grass, trees and shrubs.

5.1.8 Water Bodies

No water bodies were observed on the Property.

5.1.9 Drainage Pathways

Storm drainage on the eastern portion of the Property is conveyed via both sheet flow and a drain pipe (terminus at the east end shipping dock) to a culvert on the north-central portion of the Property, which in turn empties into a ditch that parallels the northern boundary of the Property. The western portion of the Property drains to a ditch that traverses the western boundary and eventually converges with the east-west ditch mentioned above.

5.1.10 Railroad Spurs/Electrical Transmission Towers

No railroad spurs nor electrical transmission towers were noted on-site. An electrical substation is located approximately 150 yards south of the Property.

5.1.11 Utilities

Potable water and sanitary sewer services are provided by Puerto Rico Aqueduct and Sewer Authority (PRASA). Electricity is provided by the Puerto Rico Electrical Energy Authority. The Property is not served by natural gas, nor were propane tanks observed.

5.1.12 Buildings

The building is single story, approximately 37,900 square feet in size, of modular cement construction on slab on grade, and generally has an open floor plan. The building is well maintained.

On the north side of the building, some remnant foundation remains from several rooms that have been removed. According to Sr. Vega, the rooms had been used as a cafeteria and employee lunch room.

5.1.13 Heavy Equipment

No evidence of heavy equipment, tankers, or spray rigs was observed.

5.1.14 Unusual Odors

No chemical, gas, petroleum, or other foul odors were detected.

5.1.15 Landfilling/Dumping

No evidence of landfilling, dumping, or direct burial activity was observed on the Property.

5.1.16 Surface Impoundments

No surface impoundments or holding ponds were observed.

5.1.17 Air Emissions/Wastewater Discharges

Since the building has been vacant for about eight years, no active air emission sources or wastewater discharges were observed. Three subsurface, concrete vaults were observed outside the building on the northwest side, the purpose of which were not obvious. Sr. Vega agreed to research and forward construction and piping details of the vaults to Mr. DeRossi.

5.1.18 Industrial/Manufacturing Activities

None were observed.

5.1.19 Monitoring Wells/Remedial Activities

No remedial activities were encountered, including monitoring wells.

5.1.20 Stained/Discolored Soils
No stained or discolored soils were observed.

5.1.21 Leachate/Seepage
No seepage or leachate was observed.

5.1.22 Distressed Vegetation
No evidence of distressed, discolored, or stained vegetation was observed.

5.1.23 Chemical Spills/Releases
No evidence of chemical spills or releases was observed.

5.1.24 Groundwater/Surface Water Contamination
No direct evidence of groundwater or surface water contamination was observed.

5.1.25 Oil/Gas Activities
No evidence of any oil or gas exploration, extraction, or refinery activities was observed.

5.1.26 Farm Waste
There was no evidence of farm waste concerns such as feed lot spoils or manure stockpiles.

5.1.27 Pesticides, Herbicides, and Fertilizers
No evidence of prolonged use or misapplication of pesticides, herbicides, soil conditioners, or fertilizers was found.

5.1.28 Other Suspect On-Site Conditions
One floor drain exists along the inside wall on the east side of the building that appears to discharge to the ground surface adjacent to (outside) the building.

5.1.29 Off-Site Contamination
No evidence of discharges, leachate, migration, or run-on of potential contaminants from an off-site source onto the Property was found.

5.2 AST/UST Systems and Pipelines
No storage tanks or pipelines were noted. According to Sr. Vega, no underground storage tanks exist on the Property.

5.3 Transformers and PCB Equipment
A fenced enclosure on the northwest side of the Property adjacent to the building formerly held electrical transformer(s). The transformer(s) had been removed. The pad exhibited no evidence of significant leaks or spills of dielectric fluid.

Wallboard lining the fenced enclosure appears to be asbestos-containing material (ACM). The wallboard generally appears to be in good condition.

5.4 On-Site Regulated Substance Identification

Except for suspect ACM (see Section 5.6), no regulated substances were observed.

5.5 Area Reconnaissance

A reconnaissance of the vicinity conducted by auto revealed that the Property is located in an area predominated by residential development in all directions. Immediately west of the Property is a vacant industrial building. To the north is residential development, plus (what appears to be) a cable receiving/transmitting station. A General Electric plant is located immediately east of the Property. Caribbean Bioresearch, an electrical transmission substation, a small warehouse, and Miller International are located generally south of the Property.

5.6 Asbestos-Containing Material

The fence enclosing the (former) transformer pad on the north side of the building is equipped with wallboard that appears to be asbestos-containing material (ACM). The wallboard generally appears to be in good condition.

Floor tiles and tile mastic on the remnant foundations along the north side of the Property may be ACM.

6.0 ENVIRONMENTAL/REGULATORY AGENCY INQUIRIES

ESE obtained regulatory information from Environmental Data Resources, Inc. (EDR). Additionally, verbal inquiries were conducted with local officials.

6.1 Federal and State Regulatory Agencies

ESE obtained a Zip Code Report from EDR for zip code 00683. The results of these searches are summarized in this section.

The Property is not identified in any of the databases covered by the Zip Report.

No National Priorities List sites were identified within the zip code.

One RCRA treatment, storage and disposal facility is identified within the zip code: DY-4 Corp. on Rte. 362 in San German; this facility is also listed as a large quantity generator. Two small quantity generators are identified within the zip code: Puerto Rico Army National Guard at intersection of Rte. 360 and 362; and Baxter Biotech Fenwal Division at Rte. 2, Km. 175.

Three Toxic Release Inventory sites were listed within the zip code: Iolab, Inc. at Rte. 362, Km. 0.5; General Electric Circuit Breaker at El Retiro Industrial Park; and Wallace International at El Retiro Industrial Park.

Twenty one FINDS were identified within the zip code.

No ERNS sites were identified within the zip code.

No solid waste landfills were identified in the zip code.

No registered USTs were identified within the zip code.

No leaking USTs were identified within the zip code.

No TSCA sites were identified within the zip code.

6.2 Local Governmental Agencies

The U.S. Soil Conservation Service (USSCS) in San German was visited for the purpose of obtaining information on soils and groundwater in the vicinity of the Property; however, such information was not available at this office. A USSCS employee suggested contacting the USGS Water Resources Division (USGSWRD) in San Juan, Puerto Rico regarding the information sought; a call was placed and several FAXes sent to the USGSWRD, and information is pending.

Dr. Alan Smith of the University of Mayaguez Geology Department was contacted regarding the geology of the area. Dr. Smith provided the inspector a map of the geology of San German.

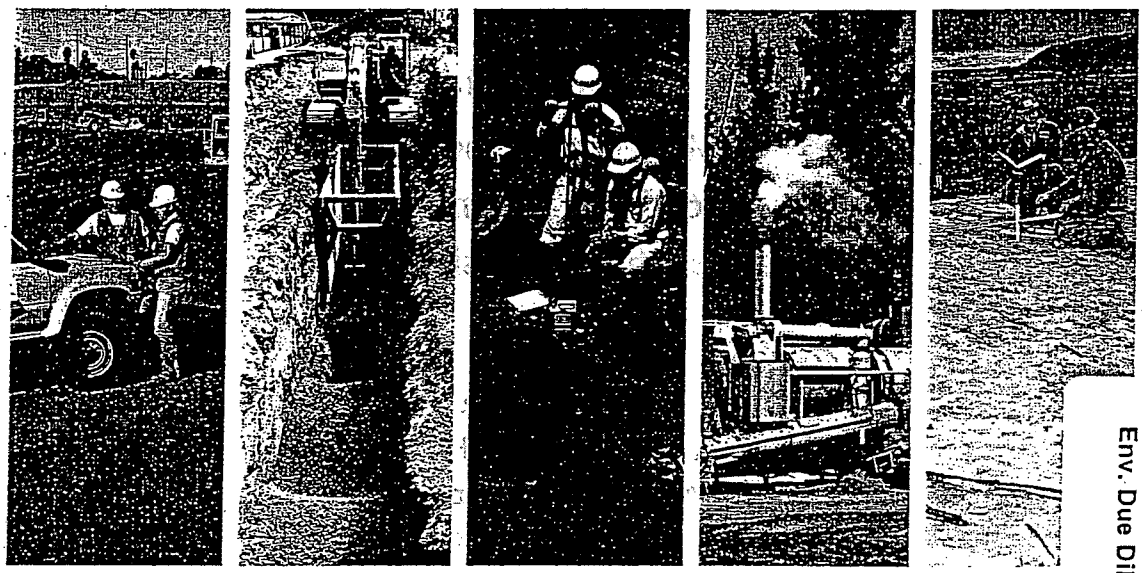
Sr. Victor Vega of Fomento Industrial's regional office provided inspectors with some information on the history of development and occupation of the Property. Sr. Vega agreed to research some of the questions that were raised during the inspection.

7.0 CONCLUSIONS AND RECOMMENDATIONS

Absent additional information regarding former occupants and uses of the Property, and construction/use details of the subterranean concrete vaults, ESE is unable to characterize the degree of risk posed by the Property with respect to potential, significant contamination by oil or hazardous materials. If such information is not forthcoming, ESE is inclined to recommend that a limited Phase II sampling program be conducted for the purpose of determining if contaminants exist on-site.

Limited Phase II Environmental Site Assessment

Building S-551
San German, Puerto Rico



Environmental Science & Engineering, Inc.

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Env. Due Diligence - ASTM Phase II

PERMANENT

LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

Prepared for:
Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Prepared by:
Environmental Science & Engineering, Inc.
Amherst, New Hampshire
Chicago, Illinois

May 1995

ESE Project No. 5595023.5101

DRAFT

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1.0 Introduction

In February 1995, Environmental Science and Engineering, Inc. (ESE) was retained by Menasha Corporation to perform a Phase I Environmental Site Assessment (ESA) for the property known as Building S-551 located within the El Retiro Industrial Park in San German, Puerto Rico. The property consists of one building occupying approximately 37,900 square feet on a parcel of 80,000 square feet. The building is a single story steel and concrete structure on a concrete slab. The property has been vacant for approximately eight years but has been maintained by the Fomento Industrial Company of Puerto Rico. The last known tenant on the property was Digital Equipment Company (DEC). No information concerning DEC operations on site was obtained during the Phase I investigation. The Phase I investigation did identify potential environmental concerns: specifically the lack of information concerning past operations, three concrete vaults located at the northeast corner of the facility and a floor drain located at the southwest end of the facility. As a result, ESE recommended a limited Phase II investigation to determine the environmental conditions of soils in the vicinity of the vaults and floor drain and to determine if hazardous materials may have been improperly disposed at these locations.

Maps showing the site, surrounding area and soil boring locations are included as Figures 1, 2 and 3, respectively.

1.1 Scope of Work

The scope of the Phase II Limited Investigation consisted of the following tasks:

- Four soil borings were advanced on the property with two of the borings being completed in the vicinity of three concrete vaults, one at the floor drain discharge and one at the end of the sidewalk at the rear of the facility. Five soil borings were originally planned for in the scope of work, however, due to limited access in the vicinity of the concrete vaults, only two borings were completed in this area.

- Soil samples were collected at ground surface and in five foot intervals to a depth of approximately 20 feet. The soil samples were collected for headspace screening to determine the presence of volatile organic

compounds (VOCs) using a photoionization detector (PID). One sample per boring was submitted for laboratory analysis based on the results of the headspace screening. The samples were submitted for analysis of VOCs, Total Petroleum Hydrocarbons (TPH), PCBs and 8 RCRA Metals.

- ESE technical personnel provided oversight during drilling operations and collected, screened and classified soils. ESE also supervised and conducted proper decontamination procedures of drilling and sampling equipment. In addition, ESE completed an approved Health and Safety Plan for the field operations.

- Preparation of this letter report to document the work performed, field observations, analytical results, and conclusions and recommendations.

2.0 Site Information

The property known as Building S-551, located within the El Retiro Industrial Park, San German, Puerto Rico has been vacant for approximately eight years. The property and facility have been maintained by the Fomento Industrial Company of Puerto Rico. The building occupies approximately 37,900 square feet on a parcel consisting 80,000 square feet. The northern portion of the facility consists of a parking area and loading dock area. The southern portion of the property consists of a grass area with a single loading dock. The eastern perimeter of the property consists of a grassy area and is separated from the abutting properties by a chain link fence and a drainage ditch. A concrete slab with piping holes remains at the rear of the facility. A concrete sidewalk extends diagonally from the building near the concrete slab. Three concrete vaults are located in the vicinity of the northeast corner of the facility and the floor drain is located at the southern end of the facility adjacent to the loading dock. Little information concerning the operations of the last tenant, DEC, was available during the Phase I investigation. No information concerning the usage of the concrete vaults, the floor drain or the extended sidewalk was obtained during the Phase I investigation.

Prior to commencement of the drilling operations on March 29, 1995, ESE personnel opened the concrete vaults located at the northeast corner of the facility to identify the presence of any piping which would alter boring locations. The two vaults located adjacent to the corner of the building contained significant amounts of standing water. Various piping, both above and below ground surface was observed in the area including piping which led to the roof of the structure. According to the drillers from Caribbean Soil Testing Company, Inc., there had been recent precipitation. The two vaults located at the northeastern corner of the facility may be part of a roof drainage system since the facility has been vacant for eight years and all utilities to the property have been disconnected.

The third vault, located south of the above mentioned vaults, was dry upon inspection; however, the vault contained what appeared to be dried sludge and evidence of sanitary wastes. A concrete slab with piping was observed adjacent to the third vault. Access to the concrete vaults was limited and only two borings were advanced in this area.

Information provided in the Phase I investigation reveals that the area is serviced by the Puerto Rico Aqueduct and Sewer Authority (PRASA), however, no information confirming whether Building S-551 was connected to the sanitary sewer system was obtained from the present owner, Fomento Industrial Company of Puerto Rico.

3.0 Subsurface Investigation

3.1 Boring Installation

A limited subsurface investigation was conducted on March 29, 1995 to collect soil samples at several locations within the Building S-551 property located in San German, Puerto Rico. The objective of the test boring program was to collect soil samples in the vicinity of several areas of concern identified during the Environmental Site Assessment performed by ESE in February 1995. A total of five test borings were scheduled to be advanced in the vicinity of three subsurface concrete vaults, a floor drain discharge and at the end of a sidewalk at the rear of the facility. Due to limited access, only two borings were completed in the vicinity of the three concrete vaults. During advancement of B-1, attempts to collect samples at the 4 to 6 foot depth interval were unsuccessful at two locations. The split-spoon sampler penetrated

what was assumed to be piping associated with the septic system. At both locations, the split-spoon sampler and drilling rods dropped approximately one foot without the use of the hammer for advancement. No samples were recovered at the 4-6 foot depth at both locations. The boring locations are shown in Figure 3.

The four borings were advanced utilizing a trailer mounted Acker AD II rotary drill rig operated by Caribbean Soil Testing Co. Inc. of San Juan, Puerto Rico. The borings were advanced utilizing 3-1/4 inch I.D. (6-3/4 inch O.D.) hollow-stem augers. Soil samples were collected at ground surface and in five foot intervals using standard penetration tests. A 2-inch O.D split-spoon sampler was driven 24 inches using a 140 pound hammer falling 30 inches. The split-spoon sampler was decontaminated between each sample depth and all augers were steam cleaned prior to usage. No oil, grease or other petroleum based products were used to lubricate augers or rods to prevent contamination of the borehole. Soil boring logs are presented in Appendix A.

3.2 Soil Sampling

Soils were collected and logged by the onsite geologist. The collected samples were screened using an HNU Model PI 101 photoionization detector (PID) with an 11.7 electron volt lamp. The PID screening does not quantify individual compounds, but provides an indication of relative levels of total volatile organic compounds (TVOCs) present in a sample (referenced to a standard of 98 parts per million (ppm) isobutylene in air). Soil samples were placed in an eight ounce jar, covered with aluminum foil and allowed to equilibrate to approximate ambient temperature. The HNU was utilized to obtain a reading of the headspace TVOCs within the sample jar.

One sample was collected from each boring for laboratory analysis based on the results of the headspace screening. The samples exhibiting the highest PID reading were placed in laboratory supplied containers and stored in a cooler with ice for transport. The samples were submitted to ESE's Peoria, Illinois laboratory for analysis of VOCs using EPA Method 8240, PCBs using EPA Method 8080, Total Petroleum Hydrocarbons (TPH) using EPA Method 8015/mod, Eight RCRA Metals and percent moisture.

3.3 Geologic Conditions

The soils encountered on site consisted predominantly of silty sands and silty clays with varying amounts of gravel. Refusal was encountered at depths of 18.5 and 14 below ground surface at locations B-1 and B-3, respectively. Groundwater was encountered at depths ranging between 5 and 8 feet on site. Groundwater flow direction is assumed to be towards the northwest based on local topography.

4.0 Analytical Results

4.1 Volatile Organic Compounds

VOCs were detected in all of the soil samples submitted for laboratory analysis using EPA Method 8240. The highest concentrations of VOCs were detected in soils collected from borings B-1 and B-2. The compounds methylene chloride, trichloroethene and cis-1,2-dichloroethene were detected in both the B-1 and B-2 samples. In addition, vinyl chloride and trans-1,2-dichloroethene were also detected in B-1. The compound cis-1,2-dichloroethene was detected in all of the samples submitted for laboratory analysis. Table 1 summarizes the laboratory analytical results.

4.2 Eight RCRA Metals

Table 1 lists the results of the laboratory analysis for 8 RCRA Metals and provides a comparison of the detected metals concentrations to naturally occurring soils. All of the metal concentrations were found to be within the range for common soils, with the exception of barium and chromium. Barium concentrations were lower than the typical concentration range while chromium levels exceeded the range in samples taken from B-1, B-2, and B-4. Chromium concentrations at locations B-1, B-2 and B-4 were detected at concentrations of approximately one order of magnitude greater than those detected at B-3.

Based on the analytical procedures used, it has not been determined whether the chromium detected is of the hexavalent or trivalent form. Hexavalent chromium is generally not found in nature, and is commonly associated with plating and related operations. It is not stable in the environment and will tend to reduce to trivalent chromium over time. Exposure to hexavalent chromium can cause carcinogenic

effects via the inhalation route and may cause other toxic effects via other exposure routes. According to the U.S. EPA's draft Soil Screening Guidance (December, 1994) a pathway-specific value for surface soils of 390 mg/kg via ingestion and 140 mg/kg via inhalation is proposed for hexavalent chromium. Trivalent chromium is a micro-nutrient and is required for the human body for proper operation. Trivalent chromium toxic effects can be observed, if exposure levels are high, near or greater than 100,000 mg/kg.

4.3 PCBs and TPH

None of the samples submitted for analysis of PCBs and TPH, using EPA Method 8080 and EPA Method 8015/MOD, respectively contained detectable concentrations of those compounds.

Formal laboratory reports, chain-of-custody documentation and quality control summary for the analytical work is included in Appendix B.

5.0 Conclusions and Recommendations

The results of the subsurface investigation have identified the presence of several VOCs in soils on the Building S-551 property. The highest concentrations were encountered in the vicinity of the concrete vault associated with an on-site septic system. The presence of VOCs in soils collected from the B-1 and B-2 locations would indicate that hazardous materials were likely discharged to the septic system. Additional soil borings and the installation of groundwater monitoring wells would be required to determine the extent of VOC contamination in the vicinity of the septic system and to document groundwater conditions at locations both upgradient and downgradient of the facility.

Chromium was detected at boring locations B-1, B-2 and B-4 at concentrations significantly higher than detected at B-3 and above typical concentrations found in natural soils. For the purpose of this investigation, the concentrations detected at B-3 could be considered as background based on the sample location being situated at an assumed upgradient location. ESE concludes that the elevated chromium levels at B-1, B-2 and B-4 are likely associated with previous industrial operations at the facility.

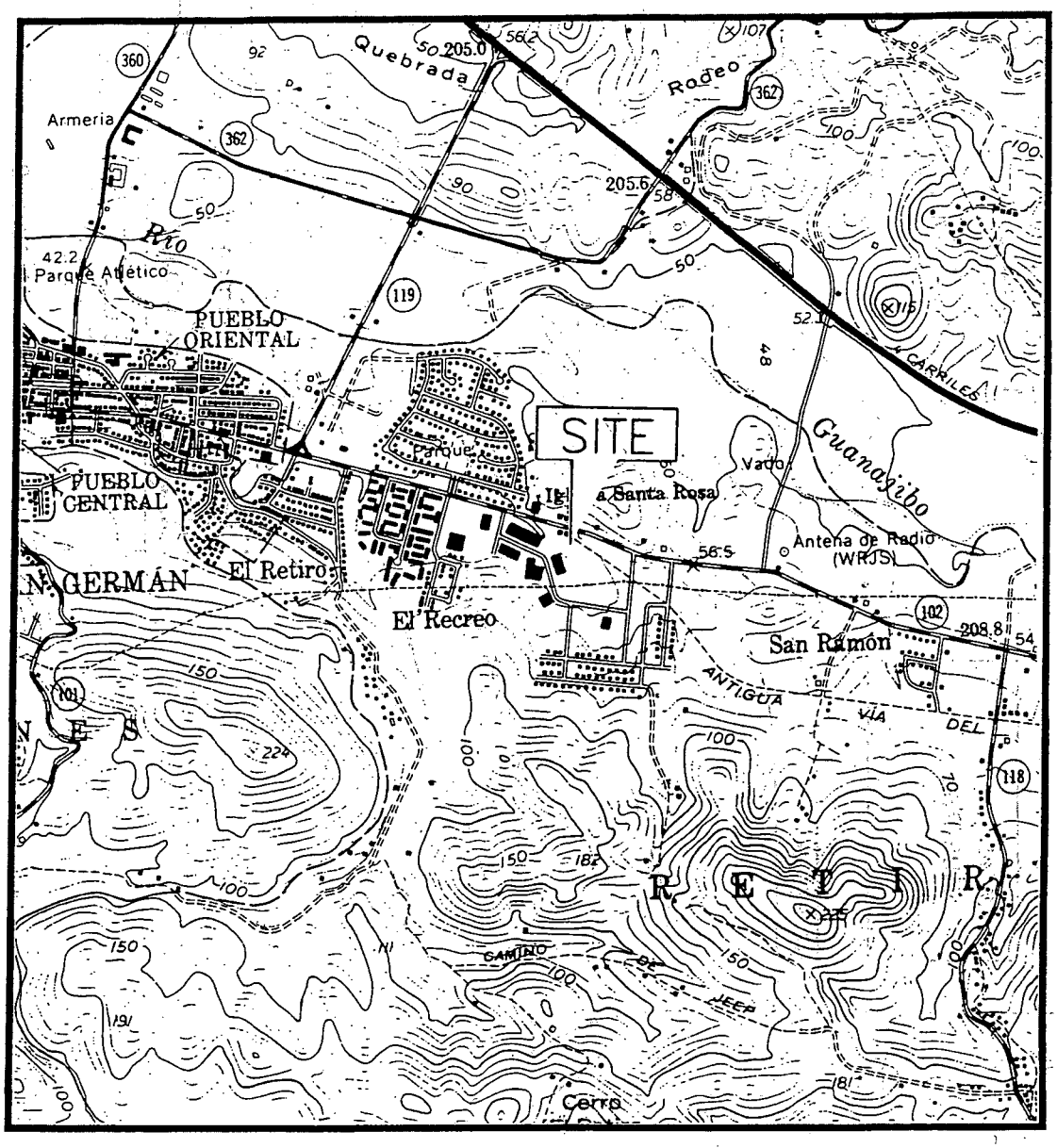
The Commonwealth of Puerto Rico has not established Maximum Contaminant Levels (MCLs) or Action Levels for contaminants in soils. The data obtained during this investigation is not adequate to determine if the levels of contamination encountered on the property warrant a response action or treatment.

ESE recommends that additional sampling be conducted to determine the extent of elevated chromium concentrations in the vicinity of the septic system and the installation of groundwater monitoring wells to determine if groundwater has been impacted by the disposal of chromium containing wastes. Future analytical procedures should include analysis for both hexavalent and trivalent chromium so that the health risk associated with this element can be more specifically evaluated.

The results of this investigation have identified a potential source for the improper disposal of hazardous materials. It is not known whether the septic system at the Building S-551 property is still operable. According to local sources, there is municipal sewer service to the El Retiro Industrial Park. Any future usage of the property should include connection to the municipal sewer system and decommission of the septic system on site. The results of this investigation are based solely on the results of soil analysis from a limited number of samples collected at four locations on the property. Additional investigation would have to be conducted to determine the nature and extent of contamination on the property, groundwater conditions on the property and at locations both downgradient and upgradient of the facility and compliance with Federal regulations.

6.0 Limitations

ESE is pleased to assist Menasha Corporation in evaluating existing and potential environmental risks associated with the subject site by conducting a Phase II Environmental Site Assessment of the property. ESE can offer no assurances and assumes no responsibility for site conditions or activities outside the scope of work. In performing our investigations, ESE has exercised its professional judgement in its performance of the services and preparation of the reports and has used the degree of care and skill ordinarily exercised under similar circumstances by reputable consultants performing comparable services.



SOURCE: SAN GERMAN, PUERTO RICO QUADRANGLE, U.S.G.S. TOPOGRAPHIC MAP 7.5 MINUTE SERIES, REVISED 1963.

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SCALE IN MILES

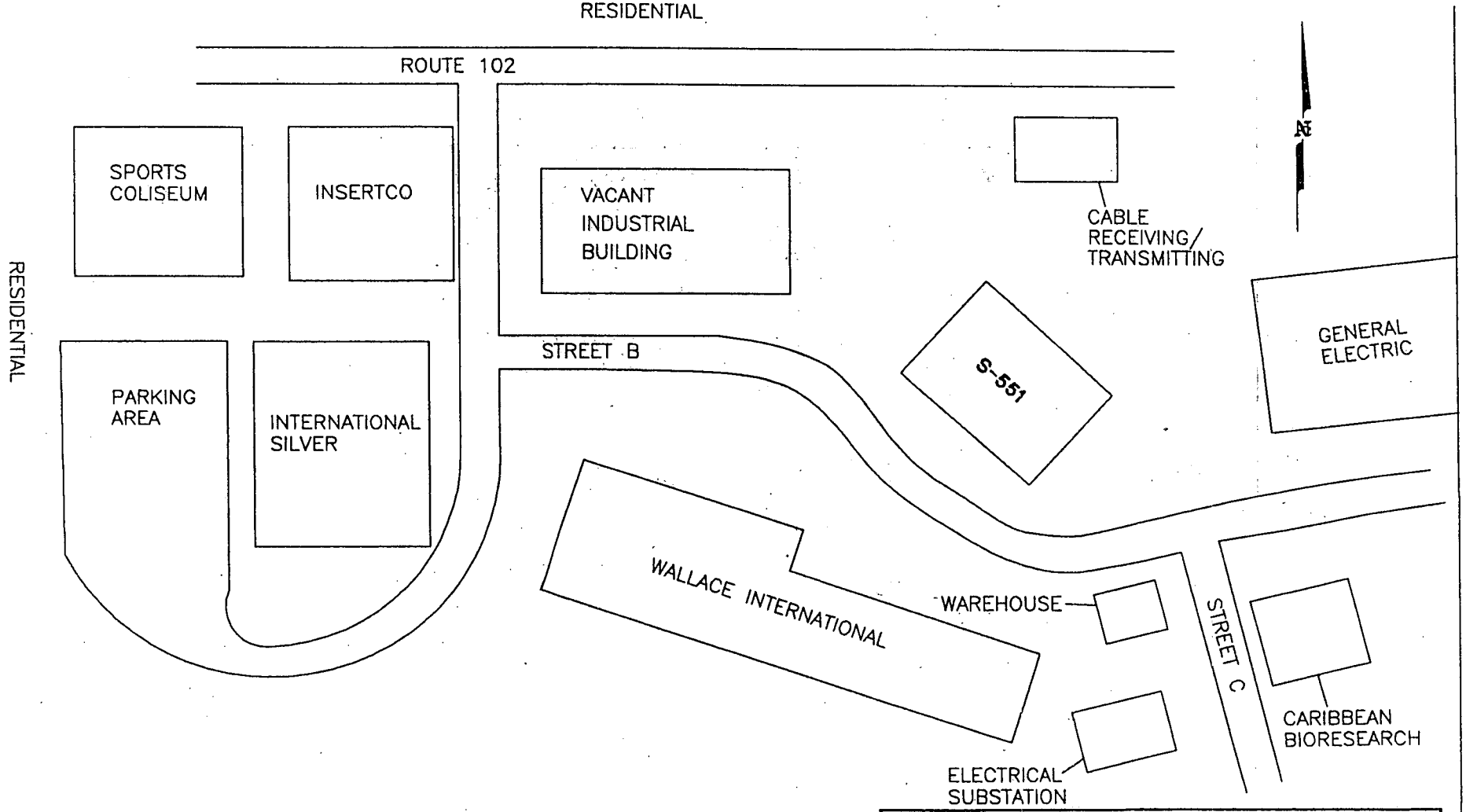
ESE Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 1

SITE LOCATION MAP

DRAWING NAME: S-551LOC.DWG		FILE NUMBER: 559-5023	
SCALE: AS SHOWN	REVISION: 0	DRAWN BY: CBG	DATE: 2/23/95



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A GILBARCO Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

S-551
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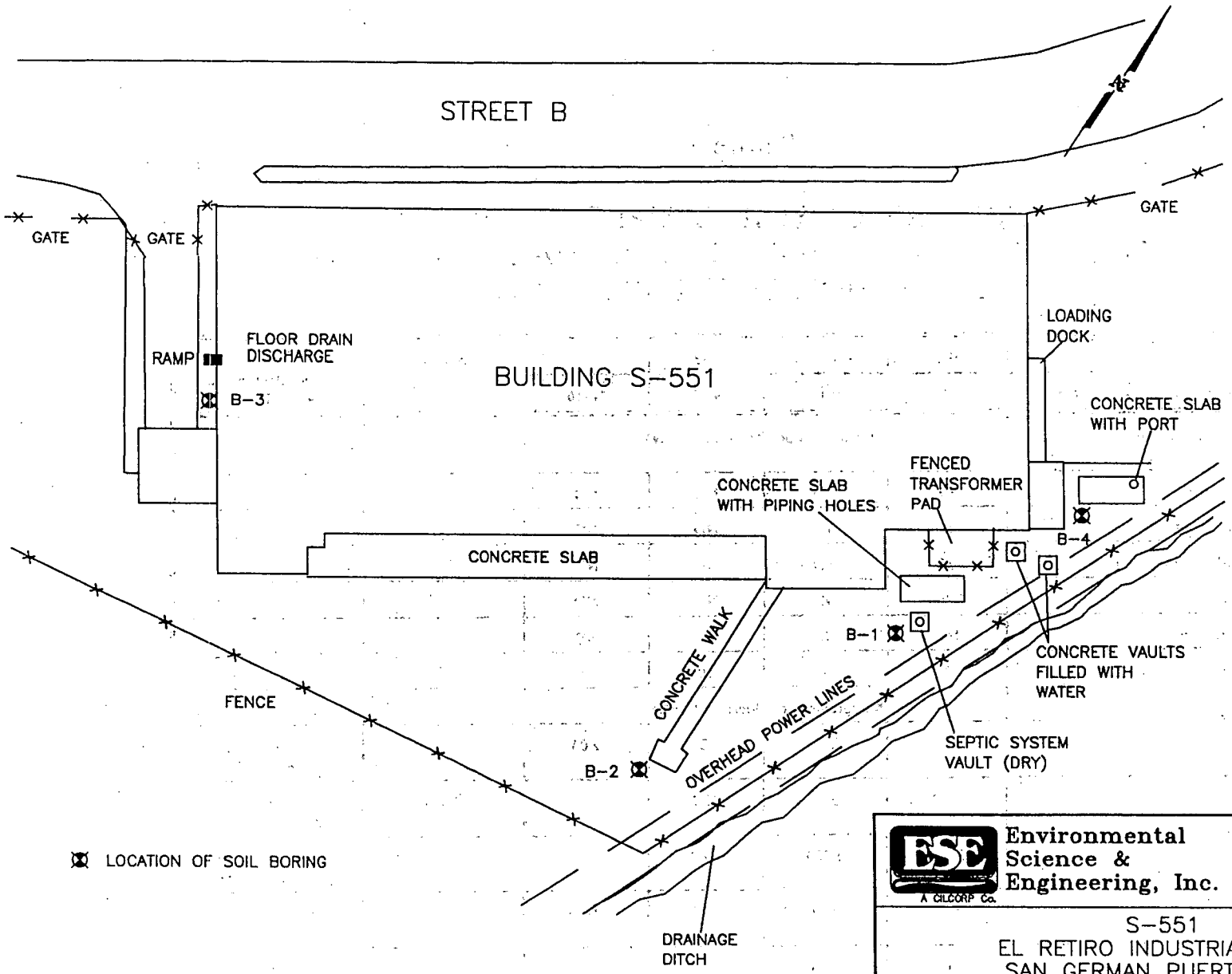
SAN GERMAN, PUERTO RICO

FIGURE 2

SITE VICINITY MAP

DRAWING NAME: S-551MAP.DWG			FILE NUMBER: 559-5023
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBG	DATE: 2/23/95



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A CILCORP Co.
5 Overlook Drive
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S-551
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FIGURE 3

SITE PLAN

DRAWING NAME: SITEPLAN.DWG			FILE NUMBER: 559 5023
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBG	DATE: 5/5/95

Table 1

SUMMARY OF SOIL SAMPLE RESULTS
BUILDING S-551 - PARQUE INDUSTRIAL EL RETIRO
SAN GERMAN, PUERTO RICO

Soil Boring No.	B-1	B-2	B-3	B-4	Maximum Contaminant Level (MCL)	Typical Concentrations in Natural Soils[1]
Parameter / Sample Interval (Ft.)	9-11	9-11	9-11	14-16		
VOLATILE ORGANIC COMPOUNDS	Micrograms per Kilogram (µg/kg)					
Vinyl Chloride	89	ND	ND	ND	2.0	
Methylene Chloride	12	13	ND	ND		
Trans-1,2-Dichloroethene	35	ND	ND	ND		
Trichloroethene	1,400	99	ND	ND	5	
Tetrachloroethene	ND	8	ND	ND	5	
Cis-1,2-Dichloroethene	2,200	110	10	16	70	
METALS	Milligrams per Kilograms (mg/kg)					
Arsenic	2.59	2.15	4.31	2.03	50	Range: 1 - 50; Average = 5
Barium	63.2	33.8	49.7	60.5	2,000	Range: 100 - 3,000 Average = 430
Chromium	2,170	1,720	99.2	1,190	100	Range: 1 - 1,000 Average = 100
Lead	8.47	ND	7.17	ND	15	Range: 2 - 200 Average = 10
Mercury	ND	0.160	ND	0.217	2	Range: 0.01 - 0.3 Average = 0.03

All SAMPLES COLLECTED ON 3/29/95
ND = Non Detect

[1]Adapted from Hazardous Waste Land Treatment, U.S. EPA, SW-874 (April, 1983).

TEST BORING LOG AND WELL INSTALLATION DETAILS

Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–18.5'		

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

BORING NUMBER: B-1
WELL NUMBER: N/A
DATE STARTED: 3-29-95
COMPLETED: 3-29-95
CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: C. CALDERON
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET
DEPTH TO GROUNDWATER: 7.5
SCREENED INTERVAL: N/A
DEPTH TO BOTTOM OF BORING: 18.5'
DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0								
	6 10 9 9	S1	FILL	Grey/Brown medium–FINE SAND some gravel		0.5	5"	
	4 0 0 0	S2		NO RECOVERY–SPOON DRIVEN THROUGH PIPING		–	0	PIPING FROM SEPTIC SYSTEM/LEACH FIELD RIG WAS MOVED AND BOTH ATTEMPTS ENCOUNTERED PIPING
5				GREY SILTY SAND/CLAY CUTTINGS ARE WET AT 7.5 '				
	4 2 2 2	S3		GREY–GREEN SILTY CLAY		68	12"	SAMPLE SUBMITTED FOR LAB ANALYSIS
10			SILTY SAND					
	6 7 8 14	S4		Brown, fine–coarse SAND and SILT some gravel little clay		5.2	14"	
15				SPOON BOUNCING ON REFUSAL		–	0	
	120			END OF BORING AT 18.5'				
20								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

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A CILCORP Co.

5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–19'		

BORING NUMBER: B-2
WELL NUMBER: –
DATE STARTED: 3-29-95
COMPLETED: 3-29-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: C. CALDERON
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 8'
SCREENED INTERVAL: –
DEPTH TO BOTTOM OF BORING: 19'
DEPTH TO BOTTOM OF WELL: –

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	4 5 6 6	S1	FILL	Brown fine–medium SAND and SILT, some gravel, trace clay		0	10	
5	1 1 1 2	S2	SILT AND CLAY WITH GRAVEL	ROCK IN SHOE NO RECOVERY BROWN SILTY/SAND CUTTINGS		0	0	
				WET AT 8'.				
10	2 2 3 4	S3		BLACK SILTY CLAY OVERLYING BROWN SILTY CLAY, some fine gravel, trace fine sand		0	14	SAMPLE SUBMITTED FOR LAB ANALYSIS
15		S4		Brown SILTLY CLAY with gravel, some fine sand		0	10	
20	5 7 10 16	S5		SAME AS S4				
				END OF BORING AT 21'		0	18	

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

B-2LOG.DWG

TEST BORING LOG AND WELL INSTALLATION DETAILS

Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–14'		

BORING NUMBER: B-3
WELL NUMBER: N/A
DATE STARTED: 3-29-95
COMPLETED: 3-29-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: C. CALDERON
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 6'
SCREENED INTERVAL: N/A
DEPTH TO BOTTOM OF BORING: 14'
DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0								
	5	S1		6" topsoil overlying grey med.–fine SAND and GRAVEL some silt, trace clay				
	4							
	2							
	7					0.2	10"	
	5	S2		Brown SILT with fine SAND some gravel, little clay				
5	5							
	9							
	9					0.5	18	
			SILTY SAND	wet @ 6'				
	15	S3		Brown SILT with FINE SAND grading to tan and Brown fine SAND with silt – some pieces of limestone				SAMPLE SUBMITTED FOR LAB ANALYSIS
10	16							
	19							
	20					21	16	
				TAN/BROWN LAYERED SILTSTONE AND LIMESTONE				
	120	S4		SPOON REFUSAL		0	3"	
15				END OF BORING AT 14'				
20								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

TEST BORING LOG AND WELL INSTALLATION DETAILS

ESE Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–19'		

BORING NUMBER: B-4
WELL NUMBER: N/A
DATE STARTED: 3-29-95
COMPLETED: 3-29-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: C. CALDERON
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 8'
SCREENED INTERVAL: –
DEPTH TO BOTTOM OF BORING: 19'
DEPTH TO BOTTOM OF WELL: –

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0								
	5	S1	FILL	2" topsoil overlying GREY/BROWN med.–fine SAND with gravel, some pieces of concrete				
	21							
	19							
	13					0.5	6"	
	5	S2		NO RECOVERY				
5	5							
	4							
	2					35	0	
				CUTTINGS ARE WET AT 8'.				
	1	S3		Wet black SILTY CLAY trace fine sand				SAMPLE SUBMITTED FOR LAB ANALYSIS
10	1							
	1							
	1					91	5"	
	3	S4		Brown SILT and fine SAND some medium sand with gravel, some clay				
15	4							
	7							
	8					8.5	16"	
				Dense, grey/tan SILT with fine–med. SAND, some gravel, some clay				
	6	S5						
20	14					2.0	16	
	12							
	15							
				END OF BORING AT 21'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

Environmental
Science &
Engineering, Inc.

8901 North Industrial Road
Peoria, Illinois 61615-1589

Phone (309) 692-4422
Lab Fax (309) 692-5232

An IEPA Contract Laboratory

April 18, 1995

Mr. Steve Fluet
Environmental Science & Engineering, Inc.
5 Overlook Drive
Amherst, NH 03031

Dear Steve,

Environmental Science & Engineering, Inc. (ESE) appreciates the opportunity to provide the attached report of analyses for ESE sample delivery group # 20866, received 03/31/95 by our laboratory. This deliverable includes tabulated results and chain-of-custody.

Should you have any questions regarding this data, please contact me at (309) 693-5602.

Sincerely,

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.

Vickie M. Wynkoop

Vickie M. Wynkoop
Project Manager

Attachments

(s3T

CLIENT SAMPLE ID'S:			B-1	B-2	B-3	B-4
ESE FIELD GROUP:			20866	20866	20866	20866
ESE SEQUENCE #:			1	2	3	4
DATE COLLECTED:			03/29/95	03/29/95	03/29/95	03/29/95
TIME COLLECTED:			10:40	12:20	13:45	14:40
PARAMETERS	UNITS	METHOD				
VOLATILE ORGANIC COMPOUNDS						
Chloromethane	UG/KG-DRY	8240	<17	<15	<12	<14
Bromomethane	UG/KG-DRY	8240	<17	<15	<12	<14
Vinyl Chloride	UG/KG-DRY	8240	89	<15	<12	<14
Chloroethane	UG/KG-DRY	8240	<17	<15	<12	<14
Methylene Chloride	UG/KG-DRY	8240	12	13	<6	9
Acetone	UG/KG-DRY	8240	<17	<15	<12	<14
Carbon Disulfide	UG/KG-DRY	8240	<8	<8	<6	<7
1,1-Dichloroethene	UG/KG-DRY	8240	<8	<8	<6	<7
1,1-Dichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
trans-1,2-Dichloroethene	UG/KG-DRY	8240	35	<8	<6	<7
Chloroform	UG/KG-DRY	8240	<8	<8	<6	<7
1,2-Dichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
2-Butanone	UG/KG-DRY	8240	<17	<15	<12	<14
1,1,1-Trichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
Carbon Tetrachloride	UG/KG-DRY	8240	<8	<8	<6	<7
Vinyl Acetate	UG/KG-DRY	8240	<17	<15	<12	<14
Bromodichloromethane	UG/KG-DRY	8240	<8	<8	<6	<7
1,2-Dichloropropane	UG/KG-DRY	8240	<8	<8	<6	<7
cis-1,3-Dichloropropene	UG/KG-DRY	8240	<8	<8	<6	<7
Trichloroethene	UG/KG-DRY	8240	1400	99	<6	<7
Dibromochloromethane	UG/KG-DRY	8240	<8	<8	<6	<7
1,1,2-Trichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
Benzene	UG/KG-DRY	8240	<8	<8	<6	<7
trans-1,3-Dichloropropene	UG/KG-DRY	8240	<8	<8	<6	<7
Bromoform	UG/KG-DRY	8240	<8	<8	<6	<7
4-Methyl-2-pentanone	UG/KG-DRY	8240	<17	<15	<12	<14
2-Hexanone	UG/KG-DRY	8240	<17	<15	<12	<14
Tetrachloroethene	UG/KG-DRY	8240	<8	8	<6	<7
1,1,2,2-Tetrachloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
Toluene	UG/KG-DRY	8240	<8	<8	<6	<7

CLIENT SAMPLE ID'S:			B-1	B-2	B-3	B-4
ESE FIELD GROUP:			20866	20866	20866	20866
ESE SEQUENCE #:			1	2	3	4
DATE COLLECTED:			03/29/95	03/29/95	03/29/95	03/29/95
TIME COLLECTED:			10:40	12:20	13:45	14:40
PARAMETERS	UNITS	METHOD				
Chlorobenzene	UG/KG-DRY	8240	<8	<8	<6	<7
Ethylbenzene	UG/KG-DRY	8240	<8	<8	<6	<7
Styrene	UG/KG-DRY	8240	<8	<8	<6	<7
Xylenes (total)	UG/KG-DRY	8240	<8	<8	<6	<7
cis-1,2-Dichloroethene	UG/KG-DRY	8240	2200	110	10	16
TPH						
TPH, as diesel	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
TPH, as gasoline	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
TPH, as jet fuel	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
TPH, as unidentified hydrocarbon	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
PCBs						
Aroclor-1016	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1221	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1232	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1242	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1248	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1254	UG/KG-DRY	8080	<270	<240	<180	<220
Aroclor-1260	UG/KG-DRY	8080	<270	<240	<180	<220
METALS						
Arsenic	MG/KG-DRY	SW846	2.59	2.15	4.31	2.03
Barium	MG/KG-DRY	SW846	63.2	33.8	49.7	60.5
Cadmium	MG/KG-DRY	6010	<0.833	<0.762	<0.578	<0.691
Chromium	MG/KG-DRY	6010	2170	1720	99.2	1190
Lead	MG/KG-DRY	6010	8.47	<7.62	7.17	<6.91
Mercury	MG/KG-DRY	7471	<0.167	0.160	<0.116	0.217
Selenium	MG/KG-DRY	7740	<0.833	<0.762	<0.578	<0.691
Silver	MG/KG-DRY	7740	<1.67	<1.52	<1.16	<1.38
Moisture	%	160.3	40.0	34.4	13.5	27.6

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
20866*1	B-1	03/29/95	03/31/95	Chloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				Bromomethane - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Chloride - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				VOCS - 8240	NA	04/06/95	NA	8/14	P27654
				Acetone - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Disulfide - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroform - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				2-Butanone - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Tetrachloride - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Acetate - 8240	NA	04/06/95	NA	8/14	P27654
				Bromodichloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloropropane - 8240	NA	04/06/95	NA	8/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Trichloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				Dibromochloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Benzene - 8240	NA	04/06/95	NA	8/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Bromoform - 8240	NA	04/06/95	NA	8/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/06/95	NA	8/14	P27654
				2-Hexanone - 8240	NA	04/06/95	NA	8/14	P27654
				Tetrachloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Toluene - 8240	NA	04/06/95	NA	8/14	P27654
				Chlorobenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Ethylbenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Styrene - 8240	NA	04/06/95	NA	8/14	P27654
				Xylenes (total) - 8240	NA	04/06/95	NA	8/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/13/95	NA	15/14*	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458
20866*2	B-2	03/29/95	03/31/95	Chloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				Bromomethane - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Chloride - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				VOCS - 8240	NA	04/06/95	NA	8/14	P27654
				Acetone - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Disulfide - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroform - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				2-Butanone - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Tetrachloride - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Acetate - 8240	NA	04/06/95	NA	8/14	P27654
				Bromodichloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloropropane - 8240	NA	04/06/95	NA	8/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Trichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				Dibromochloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Benzene - 8240	NA	04/06/95	NA	8/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Bromoform - 8240	NA	04/06/95	NA	8/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/06/95	NA	8/14	P27654
				2-Hexanone - 8240	NA	04/06/95	NA	8/14	P27654
				Tetrachloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Toluene - 8240	NA	04/06/95	NA	8/14	P27654
				Chlorobenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Ethylbenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Styrene - 8240	NA	04/06/95	NA	8/14	P27654
				Xylenes (total) - 8240	NA	04/06/95	NA	8/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458
20866*3	B-3	03/29/95	03/31/95	Chloromethane - 8240	NA	04/07/95	NA	9/14	P27654
				Bromomethane - 8240	NA	04/07/95	NA	9/14	P27654
				Vinyl Chloride - 8240	NA	04/07/95	NA	9/14	P27654
				Chloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				VOCS - 8240	NA	04/07/95	NA	9/14	P27654
				Acetone - 8240	NA	04/07/95	NA	9/14	P27654
				Carbon Disulfide - 8240	NA	04/07/95	NA	9/14	P27654
				1,1-Dichloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				1,1-Dichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/07/95	NA	9/14	P27654
				Chloroform - 8240	NA	04/07/95	NA	9/14	P27654
				1,2-Dichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				2-Butanone - 8240	NA	04/07/95	NA	9/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				Carbon Tetrachloride - 8240	NA	04/07/95	NA	9/14	P27654
				Vinyl Acetate - 8240	NA	04/07/95	NA	9/14	P27654
				Bromodichloromethane - 8240	NA	04/07/95	NA	9/14	P27654
				1,2-Dichloropropane - 8240	NA	04/07/95	NA	9/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/07/95	NA	9/14	P27654
				Trichloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				Dibromochloromethane - 8240	NA	04/07/95	NA	9/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				Benzene - 8240	NA	04/07/95	NA	9/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/07/95	NA	9/14	P27654
				Bromoform - 8240	NA	04/07/95	NA	9/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/07/95	NA	9/14	P27654
				2-Hexanone - 8240	NA	04/07/95	NA	9/14	P27654
				Tetrachloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				Toluene - 8240	NA	04/07/95	NA	9/14	P27654
				Chlorobenzene - 8240	NA	04/07/95	NA	9/14	P27654
				Ethylbenzene - 8240	NA	04/07/95	NA	9/14	P27654
				Styrene - 8240	NA	04/07/95	NA	9/14	P27654
				Xylenes (total) - 8240	NA	04/07/95	NA	9/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/07/95	NA	9/14	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458
20866*4	B-4	03/29/95	03/31/95	Chloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				Bromomethane - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Chloride - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				VOCS - 8240	NA	04/06/95	NA	8/14	P27654
				Acetone - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Disulfide - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroform - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				2-Butanone - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Tetrachloride - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Acetate - 8240	NA	04/06/95	NA	8/14	P27654
				Bromodichloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloropropane - 8240	NA	04/06/95	NA	8/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Trichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				Dibromochloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Benzene - 8240	NA	04/06/95	NA	8/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Bromoform - 8240	NA	04/06/95	NA	8/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/06/95	NA	8/14	P27654
				2-Hexanone - 8240	NA	04/06/95	NA	8/14	P27654
				Tetrachloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Toluene - 8240	NA	04/06/95	NA	8/14	P27654
				Chlorobenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Ethylbenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Styrene - 8240	NA	04/06/95	NA	8/14	P27654

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Xylenes (total) - 8240	NA	04/06/95	NA	8/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

ESE Environmental Science & Engineering, Inc.
8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

[redacted]

Chain of Custody Record

№ 11121

Company: ESE
Address: 5 OVERLOOK DR.
AMHERST, NH 03031

Phone #: (603) 672-2511 Fax #: (603) 672-2014
P.O. #:
Client Contact: STEVE FLUET 5595023.501
Project # / Location: MENASHA CORP, PH. II

Sample Type:
1. Water
2. Soil
3. Sludge
4. Oil
5. Tissue
Other :

Container Type:
P - Plastic
G - Glass
V - VOC

Preservative:
1. None
2. H2SO4
3. HNO3
4. NaOH

Analyses

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOC's - 8240	PCB, TPH, & RCRA METALS	% MOISTURE												Comments
B-1	2	8 oz	G	1	3/29/95	10:40	cool	20866 #1		1													
B-1	2	2 oz	G	1	3/29/95	10:40	cool		1														
B-1	2	125 ml	P	1	3/29/95	10:40	cool				1												
B-2	2	8 oz	G	1	3/29/95	12:20	cool	*2		1													
B-2	2	2 oz	G	1	3/29/95	12:20	cool		1														
B-2	2	125 ml	P	1	3/29/95	12:20	cool				1												
B-3	2	8 oz	G	1	3/29/95	13:45	cool	*3		1													
B-3	2	2 oz	G	1	3/29/95	13:45	cool		1														
B-3	2	125 ml	P	1	3/29/95	13:45	cool				1												
B-4	2	8 oz	G	1	3/29/95	14:40	cool	*4		1													
B-4	2	2 oz	G	1	3/29/95	14:40	cool		1														
B-4	2	125 ml	P	1	3/29/95	14:40	cool				1												

Relinquished By:	Date: 3-30-95 Time: 17:00	Received By:	Date: -- -- Time: :
Relinquished By:	Date: -- -- Time: :	Received For Lab By: Vickie Wynkoop	Date: 3-31-95 Time: 10:30 am

TURNAROUND TIME:
☐ RUSH: _____ day turnaround
☒ ROUTINE

FOR LAB USE ONLY
Samples Received Chilled
☐ Yes
☐ No
9C

SPECIAL INSTRUCTIONS:

Copies: White - Client Canary - Lab Receiving Pink - Lab File Goldenrod - Retained by Sampler

ESE BATCH : P27654
ANALYSIS : 8240

QC TYPE : ESE
ANALYST : ROSELLA MURTON
EXTRACTOR :
DATA ENTRY : GCMS UPLOAD

REPORT DATE/TIME : 04/21/95 11:12:58
ANALYSIS DATE : 04/08/95
EXTRACT DATE :

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
8240

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/06/95	05:40PM
20866*2	B-2	04/06/95	06:17PM
20866*4	B-4	04/06/95	07:32PM
20866*3	B-3	04/07/95	08:15PM

ESE BATCH : P27654

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*NONE*1	34421*8240-P	Chloromethane	UG/KG-	ND	10
04/06/95	MB*NONE*1	34416*8240-P	Bromomethane	UG/KG-	ND	10
04/06/95	MB*NONE*1	34495*8240-P	Vinyl Chloride	UG/KG-	ND	10
04/06/95	MB*NONE*1	34314*8240-P	Chloroethane	UG/KG-	ND	10
04/06/95	MB*NONE*1	34426*8240-P	Methylene Chloride	UG/KG-	ND	5
04/06/95	MB*NONE*1	75059*8240-P	Acetone	UG/KG-	ND	10
04/06/95	MB*NONE*1	78544*8240-P	Carbon Disulfide	UG/KG-	ND	5
04/06/95	MB*NONE*1	34504*8240-P	1,1-Dichloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34499*8240-P	1,1-Dichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34549*8240-P	trans-1,2-Dichloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34318*8240-P	Chloroform	UG/KG-	ND	5
04/06/95	MB*NONE*1	34534*8240-P	1,2-Dichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	75078*8240-P	2-Butanone	UG/KG-	ND	10
04/06/95	MB*NONE*1	34509*8240-P	1,1,1-Trichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34299*8240-P	Carbon Tetrachloride	UG/KG-	ND	5
04/06/95	MB*NONE*1	78498*8240-P	Vinyl Acetate	UG/KG-	ND	10
04/06/95	MB*NONE*1	34330*8240-P	Bromodichloromethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34544*8240-P	1,2-Dichloropropane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34702*8240-P	cis-1,3-Dichloropropene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34487*8240-P	Trichloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34309*8240-P	Dibromochloromethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34514*8240-P	1,1,2-Trichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34237*8240-P	Benzene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34697*8240-P	trans-1,3-Dichloropropene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34290*8240-P	Bromoform	UG/KG-	ND	5
04/06/95	MB*NONE*1	75169*8240-P	4-Methyl-2-pentanone	UG/KG-	ND	10
04/06/95	MB*NONE*1	75166*8240-P	2-Hexanone	UG/KG-	ND	10
04/06/95	MB*NONE*1	34478*8240-P	Tetrachloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34519*8240-P	1,1,2,2-Tetrachloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34483*8240-P	Toluene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34304*8240-P	Chlorobenzene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34374*8240-P	Ethylbenzene	UG/KG-	ND	5
04/06/95	MB*NONE*1	75192*8240-P	Styrene	UG/KG-	ND	5
04/06/95	MB*NONE*1	45510*8240-P	Xylenes (total)	UG/KG-	ND	5
04/06/95	MB*NONE*1	97354*8240-P	cis-1,2-Dichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34421*8240-P	Chloromethane	UG/KG-	ND	10
04/07/95	MB*NONE*2	34416*8240-P	Bromomethane	UG/KG-	ND	10
04/07/95	MB*NONE*2	34495*8240-P	Vinyl Chloride	UG/KG-	ND	10
04/07/95	MB*NONE*2	34314*8240-P	Chloroethane	UG/KG-	ND	10
04/07/95	MB*NONE*2	34426*8240-P	Methylene Chloride	UG/KG-	ND	5
04/07/95	MB*NONE*2	75059*8240-P	Acetone	UG/KG-	ND	10
04/07/95	MB*NONE*2	78544*8240-P	Carbon Disulfide	UG/KG-	ND	5
04/07/95	MB*NONE*2	34504*8240-P	1,1-Dichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34499*8240-P	1,1-Dichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34549*8240-P	trans-1,2-Dichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34318*8240-P	Chloroform	UG/KG-	ND	5
04/07/95	MB*NONE*2	34534*8240-P	1,2-Dichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	75078*8240-P	2-Butanone	UG/KG-	ND	10
04/07/95	MB*NONE*2	34509*8240-P	1,1,1-Trichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34299*8240-P	Carbon Tetrachloride	UG/KG-	ND	5
04/07/95	MB*NONE*2	78498*8240-P	Vinyl Acetate	UG/KG-	ND	10
04/07/95	MB*NONE*2	34330*8240-P	Bromodichloromethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34544*8240-P	1,2-Dichloropropane	UG/KG-	ND	5

ESE BATCH : P27654

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/07/95	MB*NONE*2	34702*8240-P	cis-1,3-Dichloropropene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34487*8240-P	Trichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34309*8240-P	Dibromochloromethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34514*8240-P	1,1,2-Trichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34237*8240-P	Benzene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34697*8240-P	trans-1,3-Dichloropropene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34290*8240-P	Bromoform	UG/KG-	ND	5
04/07/95	MB*NONE*2	75169*8240-P	4-Methyl-2-pentanone	UG/KG-	ND	10
04/07/95	MB*NONE*2	75166*8240-P	2-Hexanone	UG/KG-	ND	10
04/07/95	MB*NONE*2	34478*8240-P	Tetrachloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34519*8240-P	1,1,2,2-Tetrachloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34483*8240-P	Toluene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34304*8240-P	Chlorobenzene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34374*8240-P	Ethylbenzene	UG/KG-	ND	5
04/07/95	MB*NONE*2	75192*8240-P	Styrene	UG/KG-	ND	5
04/07/95	MB*NONE*2	45510*8240-P	Xylenes (total)	UG/KG-	ND	5
04/07/95	MB*NONE*2	97354*8240-P	cis-1,2-Dichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34421*8240-P	Chloromethane	UG/KG-	ND	10
04/13/95	MB*NONE*3	34416*8240-P	Bromomethane	UG/KG-	ND	10
04/13/95	MB*NONE*3	34495*8240-P	Vinyl Chloride	UG/KG-	ND	10
04/13/95	MB*NONE*3	34314*8240-P	Chloroethane	UG/KG-	ND	10
04/13/95	MB*NONE*3	34426*8240-P	Methylene Chloride	UG/KG-	ND	5
04/13/95	MB*NONE*3	75059*8240-P	Acetone	UG/KG-	ND	10
04/13/95	MB*NONE*3	78544*8240-P	Carbon Disulfide	UG/KG-	ND	5
04/13/95	MB*NONE*3	34504*8240-P	1,1-Dichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34499*8240-P	1,1-Dichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34549*8240-P	trans-1,2-Dichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34318*8240-P	Chloroform	UG/KG-	ND	5
04/13/95	MB*NONE*3	34534*8240-P	1,2-Dichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	75078*8240-P	2-Butanone	UG/KG-	ND	10
04/13/95	MB*NONE*3	34509*8240-P	1,1,1-Trichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34299*8240-P	Carbon Tetrachloride	UG/KG-	ND	5
04/13/95	MB*NONE*3	78498*8240-P	Vinyl Acetate	UG/KG-	ND	10
04/13/95	MB*NONE*3	34330*8240-P	Bromodichloromethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34544*8240-P	1,2-Dichloropropane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34702*8240-P	cis-1,3-Dichloropropene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34487*8240-P	Trichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34309*8240-P	Dibromochloromethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34514*8240-P	1,1,2-Trichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34237*8240-P	Benzene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34697*8240-P	trans-1,3-Dichloropropene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34290*8240-P	Bromoform	UG/KG-	ND	5
04/13/95	MB*NONE*3	75169*8240-P	4-Methyl-2-pentanone	UG/KG-	ND	10
04/13/95	MB*NONE*3	75166*8240-P	2-Hexanone	UG/KG-	ND	10
04/13/95	MB*NONE*3	34478*8240-P	Tetrachloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34519*8240-P	1,1,2,2-Tetrachloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34483*8240-P	Toluene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34304*8240-P	Chlorobenzene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34374*8240-P	Ethylbenzene	UG/KG-	ND	5
04/13/95	MB*NONE*3	75192*8240-P	Styrene	UG/KG-	ND	5
04/13/95	MB*NONE*3	45510*8240-P	Xylenes (total)	UG/KG-	ND	5
04/13/95	MB*NONE*3	97354*8240-P	cis-1,2-Dichloroethene	UG/KG-	ND	5

ESE BATCH : 227654

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*NONE*1	34504*8240-P	1,1-Dichloroethene	UG/KG-	50	41	82	59-172
04/06/95	SP*NONE*1	34487*8240-P	Trichloroethene	UG/KG-	50	51	102	62-137
04/06/95	SP*NONE*1	34237*8240-P	Benzene	UG/KG-	50	51	102	66-142
04/06/95	SP*NONE*1	34483*8240-P	Toluene	UG/KG-	50	52	104	59-139
04/06/95	SP*NONE*1	34304*8240-P	Chlorobenzene	UG/KG-	50	56	112	60-133
04/08/95	SP*NONE*2	34504*8240-P	1,1-Dichloroethene	UG/KG-	50	46	92	59-172
04/08/95	SP*NONE*2	34487*8240-P	Trichloroethene	UG/KG-	50	51	102	62-137
04/08/95	SP*NONE*2	34237*8240-P	Benzene	UG/KG-	50	49	98	66-142
04/08/95	SP*NONE*2	34483*8240-P	Toluene	UG/KG-	50	57	114	59-139
04/08/95	SP*NONE*2	34304*8240-P	Chlorobenzene	UG/KG-	50	55	110	60-133
04/13/95	SP*NONE*3	34504*8240-P	1,1-Dichloroethene	UG/KG-	50	42	84	59-172
04/13/95	SP*NONE*3	34487*8240-P	Trichloroethene	UG/KG-	50	49	98	62-137
04/13/95	SP*NONE*3	34237*8240-P	Benzene	UG/KG-	50	49	98	66-142
04/13/95	SP*NONE*3	34483*8240-P	Toluene	UG/KG-	50	34	68	59-139
04/13/95	SP*NONE*3	34304*8240-P	Chlorobenzene	UG/KG-	50	48	96	60-133

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	MB*NONE*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	56	110	81-117
04/06/95	MB*NONE*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	55	110	74-121
04/06/95	MB*NONE*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	55	110	70-121
04/06/95	DA*20866*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	57	110	81-117
04/06/95	DA*20866*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	48	96	74-121
04/06/95	DA*20866*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	62	120	70-121
04/06/95	DA*20866*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	58	120	81-117
04/06/95	DA*20866*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	44	88	74-121
04/06/95	DA*20866*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	64	130	70-121
04/06/95	DA*20866*4	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	53	110	81-117
04/06/95	DA*20866*4	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	50	100	74-121
04/06/95	DA*20866*4	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	58	120	70-121
04/06/95	SP*NONE*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	52	100	81-117
04/06/95	SP*NONE*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	52	100	74-121
04/06/95	SP*NONE*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	60	120	70-121
04/07/95	MB*NONE*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	55	110	81-117
04/07/95	MB*NONE*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	54	110	74-121
04/07/95	MB*NONE*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	57	110	70-121
04/07/95	UN*20866*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	62	120	81-117
04/07/95	UN*20866*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	49	98	74-121
04/07/95	UN*20866*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	55	110	70-121
04/07/95	DA*20866*3	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	56	110	81-117
04/07/95	DA*20866*3	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	50	100	74-121
04/07/95	DA*20866*3	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	55	110	70-121
04/07/95	UN*20866*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	60	120	81-117
04/07/95	UN*20866*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	48	96	74-121
04/07/95	UN*20866*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	53	110	70-121
04/08/95	SP*NONE*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	57	110	81-117
04/08/95	SP*NONE*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	54	110	74-121
04/08/95	SP*NONE*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	52	100	70-121
04/13/95	MB*NONE*3	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	47	94	81-117
04/13/95	MB*NONE*3	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	47	94	74-121
04/13/95	MB*NONE*3	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	49	98	70-121
04/13/95	SP*NONE*3	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	45	90	81-117
04/13/95	SP*NONE*3	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	46	92	74-121
04/13/95	SP*NONE*3	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	49	98	70-121

EDE BATCH : P27654

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27654 Analysis Date: 04/08/95 Analyst: ROSELLA MURTON

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Surrogate present?	X		
Surrogate within acceptance criteria?		X	MEC6D8 _____
			12DCE-D4 _____

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: SANDY BOUCHER 5141

FINALIZED BY: SANDY BOUCHER 5141

Batch Narrative - P27654 Analysis: 8240

Updated by 5141

PROBLEM:
Sample matrix spike not present: Batch QC done on sample 20930-3 - P27744
EXPLANATION:
PROBLEM:
Surrogate not within acceptance criteria:
MEC6D8
12DCE-D4
EXPLANATION: Sample #1 and #2 shot 2X to confirm surrogate performance.

ESE BATCH : P27464
ANALYSIS : 160.3

QC TYPE : ESE
ANALYST : CHRIS FISHER
EXTRACTOR :
DATA ENTRY : CHRIS FISHER

REPORT DATE/TIME : 04/21/95 11:16:33
ANALYSIS DATE : 04/03/95
EXTRACT DATE :

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
160.3

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1		
20866*2	B-2		
20866*3	B-3		
20866*4	B-4		

ESE BATCH : P27464

Replicate Analysis Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	REP #1	REP #2	RPD	RPD CRIT
04/03/95	RP*20884*8	70320*160.3-P	Moisture	%	8.3	8.4	1.2	20

ESE BATCH : P27464
Environmental Science and Engineering Analytical Services
Computer QC Checks

Batch No.: P27464 Analysis Date: 04/03/95 Analyst: CHRIS FISHER

	"Exceptions" Yes	No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Sample replicate present?	X		
Sample replicate within acceptance criteria?	X		

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: CHRIS FISHER 5211

FINALIZED BY: CHRIS FISHER 5211

ESE BATCH : P27527
ANALYSIS : 8015/MOD

QC TYPE : ESE
ANALYST : BRENT DONALSON
EXTRACTOR :
DATA ENTRY : BRENT DONALSON

REPORT DATE/TIME : 04/21/95 11:16:54
ANALYSIS DATE :
EXTRACT DATE :

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
8015

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/06/95	
20866*2	B-2	04/06/95	
20866*3	B-3	04/06/95	
20866*4	B-4	04/06/95	

ESE BATCH : P27527

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*95E4737*1	96021*8015MD-P	TPH, as diesel	MG/KG-	ND	10
04/06/95	MB*95E4737*1	96020*8015MD-P	TPH, as gasoline	MG/KG-	ND	10
04/06/95	MB*95E4737*1	96019*8015MD-P	TPH, as jet fuel	MG/KG-	ND	10
04/06/95	MB*95E4737*1	801502*8015MD-P	TPH, as unidentified hydrocarb	MG/KG-	ND	10
04/06/95	MB*95E4737*1	801506*8015MD-P	TPH, as motor oil	MG/KG-	ND	160
04/06/95	MB*95E4737*1	801504*8015MD-P	TPH, as mineral spirits	MG/KG-	ND	10

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/07/95	SP1*95E4737*1	96021*8015MD-P	TPH, as diesel	MG/KG-	50	39	78	56-124

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/06/95	SPM1*20927*2	96021*8015MD-P	TPH, as diesel	MG/KG-	0.0	61	53	87	56-124	
04/06/95	SPM2*20927*2	96021*8015MD-P	TPH, as diesel	MG/KG-	0.0	61	54	89	56-124	2

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	MB*95E4737*1	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	DA*20866*1	9406061*SUR	Pentacosane	MG/KG	6.30	4.30	68.3	50-130
04/06/95	DA*20866*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	DA*20866*3	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	DA*20866*4	9406061*SUR	Pentacosane	MG/KG	6.30	4.80	76.2	50-130
04/07/95	DA*20927*1	9406061*SUR	Pentacosane	MG/KG	6.30	5.50	87.3	50-130
04/07/95	DA*20927*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.30	84.1	50-130
04/06/95	SPM1*20927*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	SPM2*20927*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.30	84.1	50-130
04/07/95	SP1*95E4737*1	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130

ESE BATCH : P27527

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27527 Analysis Date: Analyst: BRENT DONALSON

		"Exceptions"	
	Yes	No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Extract holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?	X		
Surrogate present?	X		
Surrogate within acceptance criteria?	X		

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: WILLIAM FRANEY 5985

FINALIZED BY: WILLIAM FRANEY 5985

ESE BATCH : P27513
ANALYSIS : 8080

QC TYPE : ESE
ANALYST : ANGELA WHITING
EXTRACTOR :
DATA ENTRY : MICHELE LARSEN

REPORT DATE/TIME : 04/21/95 11:17:40
ANALYSIS DATE : 04/06/95
EXTRACT DATE : 04/05/95

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
8080

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/06/95	10:16AM
20866*2	B-2	04/06/95	10:52AM
20866*3	B-3	04/06/95	11:28AM
20866*4	B-4	04/06/95	12:03PM

EGE BATCH P27513

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*731*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	ND	80
04/06/95	MB*731*1	39491*8080/3550-P	Aroclor-1221	UG/KG-	2	80
04/06/95	MB*731*1	39495*8080/3550-P	Aroclor-1232	UG/KG-	ND	80
04/06/95	MB*731*1	39499*8080/3550-P	Aroclor-1242	UG/KG-	2	80
04/06/95	MB*731*1	39503*8080/3550-P	Aroclor-1248	UG/KG-	ND	80
04/06/95	MB*731*1	39507*8080/3550-P	Aroclor-1254	UG/KG-	ND	160
04/06/95	MB*731*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	ND	160
04/06/95	MB*740*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	ND	80
04/06/95	MB*740*1	39491*8080/3550-P	Aroclor-1221	UG/KG-	2	80
04/06/95	MB*740*1	39495*8080/3550-P	Aroclor-1232	UG/KG-	ND	80
04/06/95	MB*740*1	39499*8080/3550-P	Aroclor-1242	UG/KG-	2	80
04/06/95	MB*740*1	39503*8080/3550-P	Aroclor-1248	UG/KG-	ND	80
04/06/95	MB*740*1	39507*8080/3550-P	Aroclor-1254	UG/KG-	ND	160
04/06/95	MB*740*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	ND	160
04/06/95	MB*706*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	ND	80
04/06/95	MB*706*1	39491*8080/3550-P	Aroclor-1221	UG/KG-	2	80
04/06/95	MB*706*1	39495*8080/3550-P	Aroclor-1232	UG/KG-	ND	80
04/06/95	MB*706*1	39499*8080/3550-P	Aroclor-1242	UG/KG-	2	80
04/06/95	MB*706*1	39503*8080/3550-P	Aroclor-1248	UG/KG-	ND	80
04/06/95	MB*706*1	39507*8080/3550-P	Aroclor-1254	UG/KG-	ND	160
04/06/95	MB*706*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	ND	160

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*731*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	170	180	106	50-114
04/06/95	SP*731*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	170	180	106	8-127
04/06/95	SP*740*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	170	150	88	50-114
04/06/95	SP*740*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	170	170	100	8-127
04/06/95	SP*706*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	170	150	88	50-114
04/06/95	SP*706*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	170	160	94	8-127

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/06/95	SPM1*20866*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	280	230	82	80-120	
04/06/95	SPM1*20866*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	280	270	96	80-120	
04/06/95	SPM2*20866*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	280	230	82	80-120	0.6
04/06/95	SPM2*20866*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	280	250	89	80-120	7
04/06/95	SPM1*20818*9	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	190	190	100	80-120	
04/06/95	SPM1*20818*9	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	190	200	105	80-120	
04/06/95	SPM2*20818*9	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	190	530	279	80-120	95
04/06/95	SPM2*20818*9	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	190	330	174	80-120	50

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	DA*20924*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	19.6	151	52-127
04/06/95	DA*20924*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	18.9	145	47-148
04/06/95	DA*20924*2	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	27.7	213	52-127
04/06/95	DA*20924*2	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	27.2	209	47-148
04/06/95	MB*731*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.0	100.0	52-127
04/06/95	MB*731*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	14.0	108	47-148
04/06/95	SP*731*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	14.4	111	52-127
04/06/95	SP*731*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	15.2	117	47-148
04/06/95	DA*20866*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	17.4	134	52-127
04/06/95	DA*20866*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	18.4	142	47-148
04/06/95	DA*20866*2	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	16.1	124	52-127
04/06/95	DA*20866*2	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	16.7	128	47-148
04/06/95	DA*20866*3	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.2	86.2	52-127
04/06/95	DA*20866*3	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	DA*20866*4	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	18.5	142	52-127
04/06/95	DA*20866*4	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	19.8	152	47-148
04/06/95	DA*20951*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	67.0	78.2	117	52-127
04/06/95	DA*20951*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	67.0	90.1	134	47-148
04/06/95	SPM1*20866*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.0	84.6	52-127
04/06/95	SPM1*20866*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.8	106	47-148
04/06/95	SPM2*20866*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.5	88.5	52-127
04/06/95	SPM2*20866*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	MB*740*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.0	100.0	52-127
04/06/95	MB*740*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.5	104	47-148

ESE BATCH : P27513

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*740*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.1	101	52-127
04/06/95	SP*740*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	MB*706*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.4	103	52-127
04/06/95	MB*706*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	SP*706*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	12.9	99.2	52-127
04/06/95	SP*706*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	14.1	108	47-148
04/06/95	DA*20818*9	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.8	90.8	52-127
04/06/95	DA*20818*9	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	12.8	98.5	47-148
04/06/95	CCS*1660*4	8770981*SUR	Tetrachloro-m-Xylene	UG/L	0.10	0.10	100.0	52-127
04/06/95	CCS*1660*4	20512431*SUR	DECACHLOROBIPHENYL	UG/L	0.10	0.10	100.0	47-148
04/06/95	SPM1*20818*9	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	14.1	108	52-127
04/06/95	SPM1*20818*9	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	15.4	118	47-148
04/06/95	SPM2*20818*9	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.3	102	52-127
04/06/95	SPM2*20818*9	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	17.8	137	47-148
04/06/95	CCS*16603*2	8770981*SUR	Tetrachloro-m-Xylene	UG/L	0.05	0.06	120	52-127
04/06/95	CCS*16603*2	20512431*SUR	DECACHLOROBIPHENYL	UG/L	0.05	0.06	120	47-148

ESE BATCH : P27513

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27513 Analysis Date: 04/06/95 Analyst: ANGELA WHITING

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Extract holding time within criteria?	X		
Curve correlation coefficient >= 0.995?	X		
Calibration curve y-intercept < curve detection limit?	X		
Sample responses within highest standard response?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Surrogate present?	X		
Surrogate within acceptance criteria?		X	TCX _____
			DCB _____

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: RICK URISH 5136

FINALIZED BY: RICK URISH 5136

Batch Narrative - P27513 Analysis: 8080

Updated by 5136

PROBLEM:

Surrogate not within acceptance criteria:

TCX

DCB

EXPLANATION: RECOVERIES HIGH BIASED. OK PER JRP.

ESE BATCH : P27509
ANALYSIS : GFAA METALS

QC TYPE : ESE
ANALYST : LEANNA SWEETLAND
EXTRACTOR : DEBBIE BLAHNIK
DATA ENTRY : LEANNA SWEETLAND

REPORT DATE/TIME : 04/21/95 11:20:18
ANALYSIS DATE : 04/05/95
EXTRACT DATE : 04/03/95

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/05/95	04:55PM
20866*2	B-2	04/05/95	05:01PM
20866*3	B-3	04/05/95	05:07PM
20866*4	B-4	04/05/95	05:13PM

ESE BATCH : P27509

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/05/95	MB*QC*1	1003*7060-P	Arsenic	MG/KG-	0.012	1.00
04/05/95	MB*QC*1	1148*7740-P	Selenium	MG/KG-	0.030	0.500

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/05/95	SP*QC*1	1003*7060-P	Arsenic	MG/KG-	2.00	2.39	119.5	80-120
04/05/95	SP*QC*1	1148*7740-P	Selenium	MG/KG-	2.00	2.17	108.5	80-120

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/05/95	SPM1*IAAP003*1	1003*7060-P	Arsenic	MG/KG-	4.47	2.58	1.32	51.2	75-125	
04/05/95	SPM1*IAAP003*1	1148*7740-P	Selenium	MG/KG-	0.624	2.58	1.58	61.2	75-125	
04/05/95	SPM2*IAAP003*1	1003*7060-P	Arsenic	MG/KG-	4.47	5.17	4.52	87.4	75-125	52.3
04/05/95	SPM2*IAAP003*1	1148*7740-P	Selenium	MG/KG-	0.624	2.58	1.64	63.6	75-125	3.50

ESE BATCH : P27509

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27509 Analysis Date: 04/05/95 Analyst: LEANNA SWEETLAND

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Standard matrix spike duplicate present?	X		
Standard matrix spike duplicate within acceptance criteria?		X	Se _____
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?		X	As _____
			Se _____

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: GREG ST. AUBIN 5145

FINALIZED BY: GREG ST. AUBIN 5145

PC failures due to matrix interference.

ESE BATCH : P27458
ANALYSIS : 6010

QC TYPE : ESE
ANALYST : ELLEN ZUCK
EXTRACTOR : DEBBIE BLAHNIK
DATA ENTRY : ELLEN ZUCK

REPORT DATE/TIME : 04/21/95 11:20:59
ANALYSIS DATE : 04/03/95
EXTRACT DATE : 04/03/95

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/03/95	01:33PM
20866*2	B-2	04/03/95	01:36PM
20866*3	B-3	04/03/95	01:38PM
20866*4	B-4	04/03/95	01:45PM

ESE BATCH : P27458

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/03/95	MB*QC*1	1078*6010-P	Silver	MG/KG-	ND	1.00
04/03/95	MB*QC*1	1008*6010-P	Barium	MG/KG-	ND	1.00
04/03/95	MB*QC*1	1028*6010-P	Cadmium	MG/KG-	ND	0.500
04/03/95	MB*QC*1	1029*6010-P	Chromium	MG/KG-	ND	1.00
04/03/95	MB*QC*1	1052*6010-P	Lead	MG/KG-	ND	5.00

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/03/95	SP*QC*1	1078*6010-P	Silver	MG/KG-	5.00	4.50	90.0	54-125
04/03/95	SP*QC*1	1008*6010-P	Barium	MG/KG-	200	211	105.5	80-120
04/03/95	SP*QC*1	1028*6010-P	Cadmium	MG/KG-	5.00	5.28	105.6	80-120
04/03/95	SP*QC*1	1029*6010-P	Chromium	MG/KG-	20.0	21.0	105.0	80-120
04/03/95	SP*QC*1	1052*6010-P	Lead	MG/KG-	50.0	51.6	103.2	80-120

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/03/95	SPM1*IAAP003*1	1078*6010-P	Silver	MG/KG-	0.882	6.46	4.50	69.7	54-125	
04/03/95	SPM1*IAAP003*1	1008*6010-P	Barium	MG/KG-	221	258	262	101.6	75-125	
04/03/95	SPM1*IAAP003*1	1028*6010-P	Cadmium	MG/KG-	0.078	6.46	6.35	98.3	75-125	
04/03/95	SPM1*IAAP003*1	1029*6010-P	Chromium	MG/KG-	22.8	25.8	27.5	106.6	75-125	

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/03/95	SPM1*IAAP003*1	1052*6010-P	Lead	MG/KG-	16.9	64.6	61.1	94.6	75-125	
04/03/95	SPM2*IAAP003*1	1078*6010-P	Silver	MG/KG-	0.882	6.46	4.66	72.1	54-125	3.50
04/03/95	SPM2*IAAP003*1	1008*6010-P	Barium	MG/KG-	221	258	235	91.1	75-125	11.1
04/03/95	SPM2*IAAP003*1	1028*6010-P	Cadmium	MG/KG-	0.078	6.46	6.23	96.4	75-125	1.80
04/03/95	SPM2*IAAP003*1	1029*6010-P	Chromium	MG/KG-	22.8	25.8	17.8	69.0	75-125	43.0
04/03/95	SPM2*IAAP003*1	1052*6010-P	Lead	MG/KG-	16.9	64.6	63.3	98.0	75-125	3.50

ESE BATCH : P27458

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27458 Analysis Date: 04/03/95 Analyst: ELLEN ZUCK

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?			

Cr _____

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: GREG ST. AUBIN 5145

FINALIZED BY: GREG ST. AUBIN 5145

Comments: Cr matrix spike duplicate recovery low due to matrix interference.

ESE BATCH : P27520
ANALYSIS : MERCURY

QC TYPE : ESE
ANALYST : LEANNA SWEETLAND
EXTRACTOR : DEBBIE BLAHNIK
DATA ENTRY : LEANNA SWEETLAND

REPORT DATE/TIME : 04/21/95 11:23:59
ANALYSIS DATE : 04/06/95
EXTRACT DATE : 04/03/95

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/06/95	
20866*2	B-2	04/06/95	
20866*3	B-3	04/06/95	
20866*4	B-4	04/06/95	

ESE BATCH : P27520

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*QC*1	71921*7471-P	Mercury	MG/KG-	0.015	0.100

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*QC*1	71921*7471-P	Mercury	MG/KG-	0.50	0.492	98.4	80-120

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/06/95	SPM1*IAAP003*1	71921*7471-P	Mercury	MG/KG-	0.052	0.646	0.620	96.0	75-125	
04/06/95	SPM2*IAAP003*1	71921*7471-P	Mercury	MG/KG-	0.052	0.646	0.628	97.2	75-125	1.20

ESE BATCH : P27520

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27520 Analysis Date: 04/06/95 Analyst: LEANNA SWEETLAND

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?	X		

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: GREG ST. AUBIN 5145

FINALIZED BY: GREG ST. AUBIN 5145

LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

Prepared for:
Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Prepared by:
Environmental Science & Engineering, Inc.
Amherst, New Hampshire
Chicago, Illinois

June 1995

ESE Project No. 5595023.5101

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1.0 Introduction

In February 1995, Environmental Science and Engineering, Inc. (ESE) was retained by Menasha Corporation to perform a Phase I Environmental Site Assessment (ESA) for the property known as Building S-551 located within the El Retiro Industrial Park in San German, Puerto Rico. The property consists of one building occupying approximately 37,900 square feet on a parcel of 80,000 square feet. The building is a single story steel and concrete structure on a concrete slab. The property has been vacant for approximately eight years but has been maintained by the Fomento Industrial Company of Puerto Rico. The last known tenant on the property was Digital Equipment Company (DEC). No information concerning DEC operations on site was obtained during the Phase I investigation. The Phase I investigation did identify potential environmental concerns: specifically the lack of information concerning past operations, three concrete vaults located at the northeast corner of the facility and a floor drain located at the southwest end of the facility. As a result, ESE recommended a limited Phase II investigation to determine the environmental conditions of soils in the vicinity of the vaults and floor drain and to determine if hazardous materials may have been improperly disposed at these locations.

Maps showing the site, surrounding area and soil boring locations are included as Figures 1, 2 and 3, respectively.

1.1 Scope of Work

The scope of the Phase II Limited Investigation consisted of the following tasks:

- Four soil borings were advanced on the property with two of the borings being completed in the vicinity of three concrete vaults, one at the floor drain discharge and one at the end of the sidewalk at the rear of the facility. Five soil borings were originally planned for in the scope of work, however, due to limited access in the vicinity of the concrete vaults, only two borings were completed in this area.

- Soil samples were collected at ground surface and in five foot intervals to a depth of approximately 20 feet. The soil samples were collected for headspace screening to determine the presence of volatile organic

compounds (VOCs) using a photoionization detector (PID). One sample per boring was submitted for laboratory analysis based on the results of the headspace screening. The samples were submitted for analysis of VOCs, Total Petroleum Hydrocarbons (TPH), PCBs and 8 RCRA Metals. Additional laboratory analysis was performed to determine if chromium detected in the soils was present as hexavalent chromium [chromium (VI)].

- ESE technical personnel provided oversight during drilling operations and collected, screened and classified soils. ESE also supervised and conducted proper decontamination procedures of drilling and sampling equipment. In addition, ESE completed an approved Health and Safety Plan for the field operations.

- Preparation of this letter report to document the work performed, field observations, analytical results, and conclusions and recommendations.

2.0 Site Information

The property known as Building S-551, located within the El Retiro Industrial Park, San German, Puerto Rico has been vacant for approximately eight years. The property and facility have been maintained by the Fomento Industrial Company of Puerto Rico. The building occupies approximately 37,900 square feet on a parcel consisting 80,000 square feet. The northern portion of the facility consists of a parking area and loading dock area. The southern portion of the property consists of a grass area with a single loading dock. The eastern perimeter of the property consists of a grassy area and is separated from the abutting properties by a chain link fence and a drainage ditch. A concrete slab with piping holes remains at the rear of the facility. A concrete sidewalk extends diagonally from the building near the concrete slab. Three concrete vaults are located in the vicinity of the northeast corner of the facility and the floor drain is located at the southern end of the facility adjacent to the loading dock. Little information concerning the operations of the last tenant, DEC, was available during the Phase I investigation. No information concerning the usage of the concrete vaults, the floor drain or the extended sidewalk was obtained during the Phase I investigation.

Prior to commencement of the drilling operations on March 29, 1995, ESE personnel opened the concrete vaults located at the northeast corner of the facility to identify the presence of any piping which would alter boring locations. The two vaults located adjacent to the corner of the building contained significant amounts of standing water. Various piping, both above and below ground surface was observed in the area including piping which led to the roof of the structure. According to the drillers from Caribbean Soil Testing Company, Inc., there had been recent precipitation. The two vaults located at the northeastern corner of the facility may be part of a roof drainage system since the facility has been vacant for eight years and all utilities to the property have been disconnected.

The third vault, located south of the above mentioned vaults, was dry upon inspection; however, the vault contained what appeared to be dried sludge and evidence of sanitary wastes. A concrete slab with piping was observed adjacent to the third vault. Access to the concrete vaults was limited and only two borings were advanced in this area.

Information provided in the Phase I investigation reveals that the area is serviced by the Puerto Rico Aqueduct and Sewer Authority (PRASA), however, no information confirming whether Building S-551 was connected to the sanitary sewer system was obtained from the present owner, Fomento Industrial Company of Puerto Rico.

3.0 Subsurface Investigation

3.1 Boring Installation

A limited subsurface investigation was conducted on March 29, 1995 to collect soil samples at several locations within the Building S-551 property located in San German, Puerto Rico. The objective of the test boring program was to collect soil samples in the vicinity of several areas of concern identified during the Environmental Site Assessment performed by ESE in February 1995. A total of five test borings were scheduled to be advanced in the vicinity of three subsurface concrete vaults, a floor drain discharge and at the end of a sidewalk at the rear of the facility. Due to limited access, only two borings were completed in the vicinity of the three concrete vaults. During advancement of B-1, attempts to collect samples at the 4 to 6 foot depth interval were unsuccessful at two locations. The split-spoon sampler penetrated

what was assumed to be piping associated with the septic system. At both locations, the split-spoon sampler and drilling rods dropped approximately one foot without the use of the hammer for advancement. No samples were recovered at the 4-6 foot depth at both locations. The boring locations are shown in Figure 3.

The four borings were advanced utilizing a trailer mounted Acker AD II rotary drill rig operated by Caribbean Soil Testing Co. Inc. of San Juan, Puerto Rico. The borings were advanced utilizing 3-1/4 inch I.D. (6-3/4 inch O.D.) hollow-stem augers. Soil samples were collected at ground surface and in five foot intervals using standard penetration tests. A 2-inch O.D split-spoon sampler was driven 24 inches using a 140 pound hammer falling 30 inches. The split-spoon sampler was decontaminated between each sample depth and all augers were steam cleaned prior to usage. No oil, grease or other petroleum based products were used to lubricate augers or rods to prevent contamination of the borehole. Soil boring logs are presented in Appendix A.

3.2 Soil Sampling

Soils were collected and logged by the onsite geologist. The collected samples were screened using an HNU Model PI 101 photoionization detector (PID) with an 11.7 electron volt lamp. The PID screening does not quantify individual compounds, but provides an indication of relative levels of total volatile organic compounds (TVOCs) present in a sample (referenced to a standard of 98 parts per million (ppm) isobutylene in air). Soil samples were placed in an eight ounce jar, covered with aluminum foil and allowed to equilibrate to approximate ambient temperature. The HNU was utilized to obtain a reading of the headspace TVOCs within the sample jar.

One sample was collected from each boring for laboratory analysis based on the results of the headspace screening. The samples exhibiting the highest PID reading were placed in laboratory supplied containers and stored in a cooler with ice for transport. The samples were submitted to ESE's Peoria, Illinois laboratory for analysis of VOCs using EPA Method 8240, PCBs using EPA Method 8080, Total Petroleum Hydrocarbons (TPH) using EPA Method 8015/mod, Eight RCRA Metals and percent moisture.

3.3 Geologic Conditions

The soils encountered on site consisted predominantly of silty sands and silty clays with varying amounts of gravel. Refusal was encountered at depths of 18.5 and 14 below ground surface at locations B-1 and B-3, respectively. Groundwater was encountered at depths ranging between 5 and 8 feet on site. Groundwater flow direction is assumed to be towards the northwest based on local topography.

4.0 Analytical Results

4.1 Volatile Organic Compounds

VOCs were detected in all of the soil samples submitted for laboratory analysis using EPA Method 8240. The highest concentrations of VOCs were detected in soils collected from borings B-1 and B-2. The compounds methylene chloride, trichloroethene and cis-1,2-dichloroethene were detected in both the B-1 and B-2 samples. In addition, vinyl chloride and trans-1,2-dichloroethene were also detected in B-1. The compound cis-1,2-dichloroethene was detected in all of the samples submitted for laboratory analysis. Table 1 summarizes the laboratory analytical results.

4.2 Eight RCRA Metals

Table 1 lists the results of the laboratory analysis for 8 RCRA Metals and provides a comparison of the detected metals concentrations to naturally occurring soils. All of the metal concentrations were found to be within the range for common soils, with the exception of barium and chromium. Barium concentrations were lower than the typical concentration range while chromium levels exceeded the range in samples taken from B-1, B-2, and B-4. Chromium concentrations at locations B-1, B-2 and B-4 were detected at concentrations of approximately one order of magnitude greater than those detected at B-3.

There are two major forms of chromium, hexavalent chromium [chromium (VI)] and trivalent chromium [chromium (III)]. Hexavalent chromium is generally not found in nature, and is commonly associated with plating and related operations. It is not stable in the environment and will tend to reduce to trivalent chromium over time. Exposure to hexavalent chromium can cause carcinogenic effects via the inhalation

route and may cause other toxic effects via other exposure routes. According to the U.S. EPA's draft Soil Screening Guidance (December, 1994) a pathway-specific value for surface soils of 390 mg/kg via ingestion and 140 mg/kg via inhalation is proposed for hexavalent chromium. Trivalent chromium is a micro-nutrient and is required for the human body for proper operation. Trivalent chromium toxic effects can be observed, if exposure levels are high, near or greater than 100,000 mg/kg.

Based on the results of soils analyzed for chromium using EPA method 6010, ESE resubmitted the soils to be analyzed for chromium (VI) using EPA Method 3060/7196 to determine the nature of the chromium present in the sampled soils. Hexavalent chromium was not detected in any of the samples resubmitted for analysis.

4.3 PCBs and TPH

None of the samples submitted for analysis of PCBs and TPH, using EPA Method 8080 and EPA Method 8015/MOD, respectively contained detectable concentrations of those compounds.

Formal laboratory reports, chain-of-custody documentation and quality control summary for the analytical work is included in Appendix B.

5.0 Conclusions and Recommendations

The results of the subsurface investigation have identified the presence of several VOCs in soils on the Building S-551 property. The highest concentrations were encountered in the vicinity of the concrete vault associated with an on-site septic system. The presence of VOCs in soils collected from the B-1 and B-2 locations would indicate that hazardous materials were likely discharged to the septic system. Additional soil borings and the installation of groundwater monitoring wells would be required to determine the extent of VOC contamination in the vicinity of the septic system and to document groundwater conditions at locations both upgradient and downgradient of the facility.

Chromium was detected at boring locations B-1, B-2 and B-4 at concentrations significantly higher than detected at B-3 and above typical concentrations found in natural soils. For the purpose of this investigation, the concentrations detected at B-3

could be considered as background based on the sample location being situated at an assumed upgradient location. ESE concludes that the elevated chromium levels at B-1, B-2 and B-4 are likely associated with previous industrial operations at the facility. However, based on the laboratory analysis indicating that the chromium present is not the hexavalent form, the health risk associated with the presence of chromium is substantially mitigated.

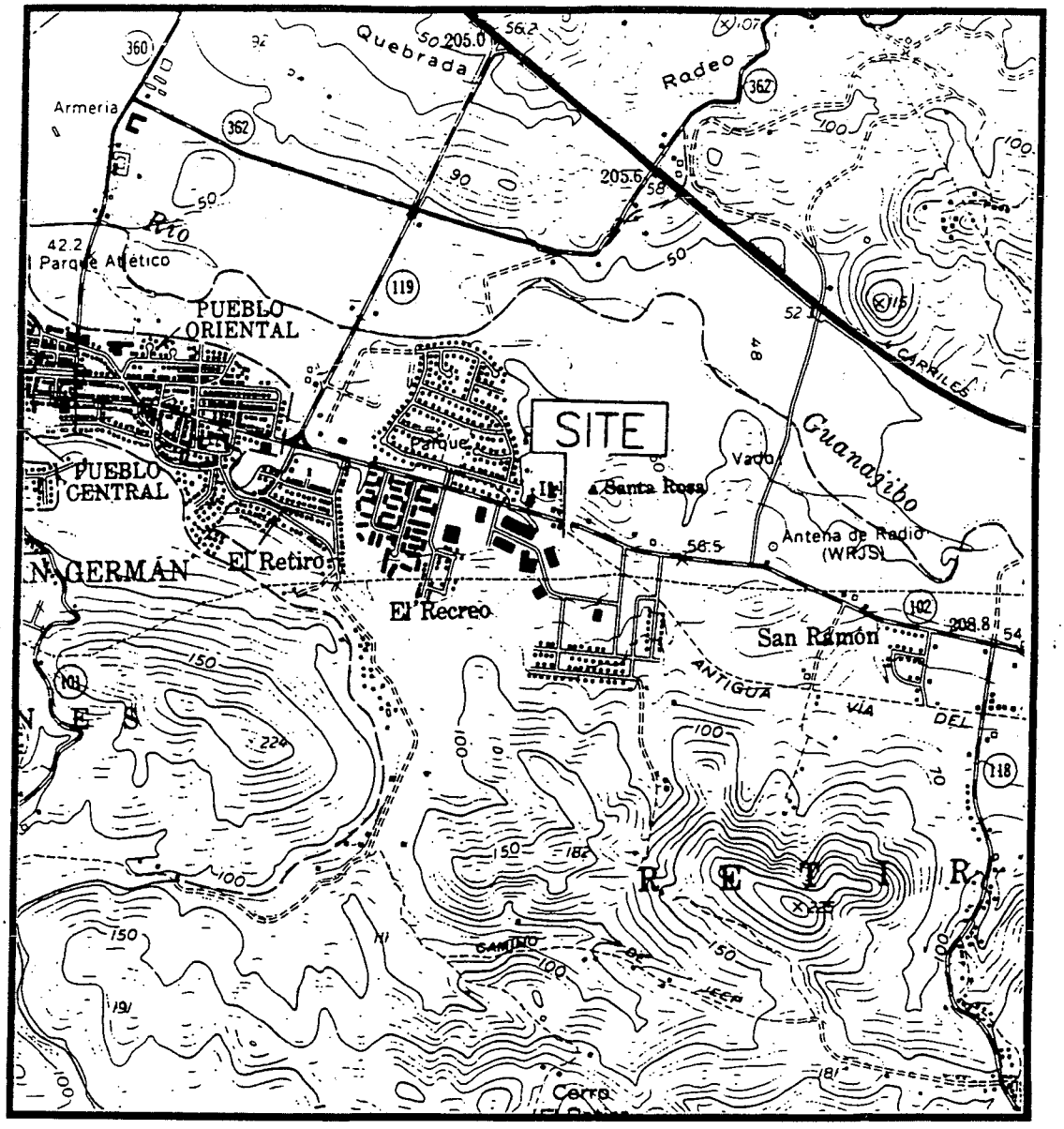
The Commonwealth of Puerto Rico has not established Maximum Contaminant Levels (MCLs) or Action Levels for contaminants in soils. The data obtained during this investigation is not adequate to determine if the levels of contamination encountered on the property warrant a response action or treatment.

ESE recommends that additional sampling be conducted to determine the extent of elevated chromium concentrations in the vicinity of the septic system and the installation of groundwater monitoring wells to determine if groundwater has been impacted by the disposal of chromium containing wastes. Future analytical procedures should include analysis for both hexavalent and trivalent chromium so that the health risk associated with this element can be more specifically evaluated.

The results of this investigation have identified a potential source for the improper disposal of hazardous materials. It is not known whether the septic system at the Building S-551 property is still operable. According to local sources, there is municipal sewer service to the El Retiro Industrial Park. Any future usage of the property should include connection to the municipal sewer system and decommission of the septic system on site. The results of this investigation are based solely on the results of soil analysis from a limited number of samples collected at four locations on the property. Additional investigation would have to be conducted to determine the nature and extent of contamination on the property, groundwater conditions on the property and at locations both downgradient and upgradient of the facility and compliance with Federal regulations.

6.0 Limitations

ESE is pleased to assist Menasha Corporation in evaluating existing and potential environmental risks associated with the subject site by conducting a Phase II Environmental Site Assessment of the property. ESE can offer no assurances and assumes no responsibility for site conditions or activities outside the scope of work. In performing our investigations, ESE has exercised its professional judgement in its performance of the services and preparation of the reports and has used the degree of care and skill ordinarily exercised under similar circumstances by reputable consultants performing comparable services.



SOURCE: SAN GERMAN, PUERTO RICO QUADRANGLE, U.S.G.S. TOPOGRAPHIC MAP 7.5 MINUTE SERIES, REVISED 1963.

N

1: 20000

0 20000 40000

SCALE IN MILES

ESE Environmental Science & Engineering, Inc.

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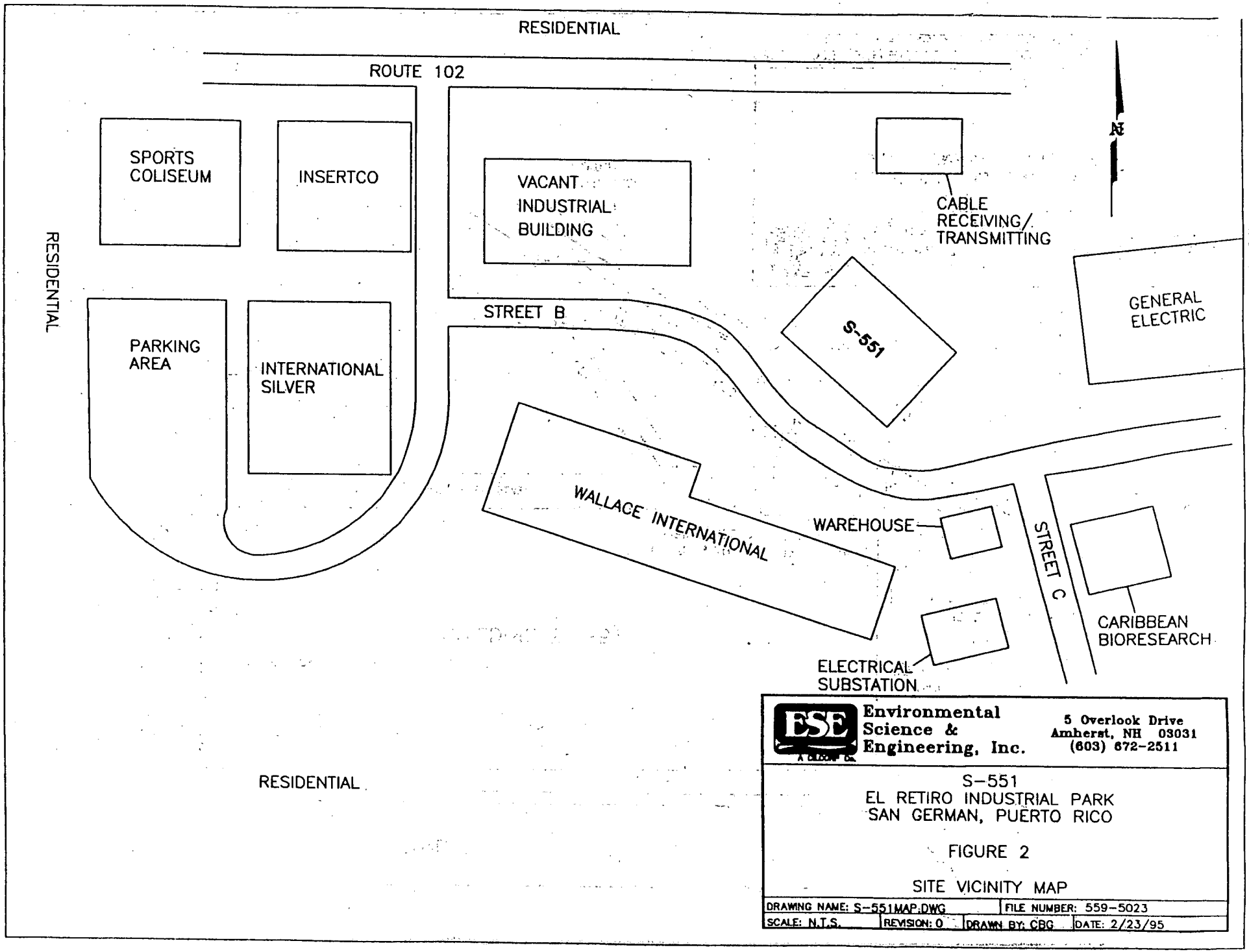
Amherst, NH 03031
(603) 672-2511

S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 1

SITE LOCATION MAP

DRAWING NAME: S-551LOC.DWG			FILE NUMBER: 559-5023
SCALE: AS SHOWN	REVISION: 0	DRAWN BY: CBG	DATE: 2/23/95



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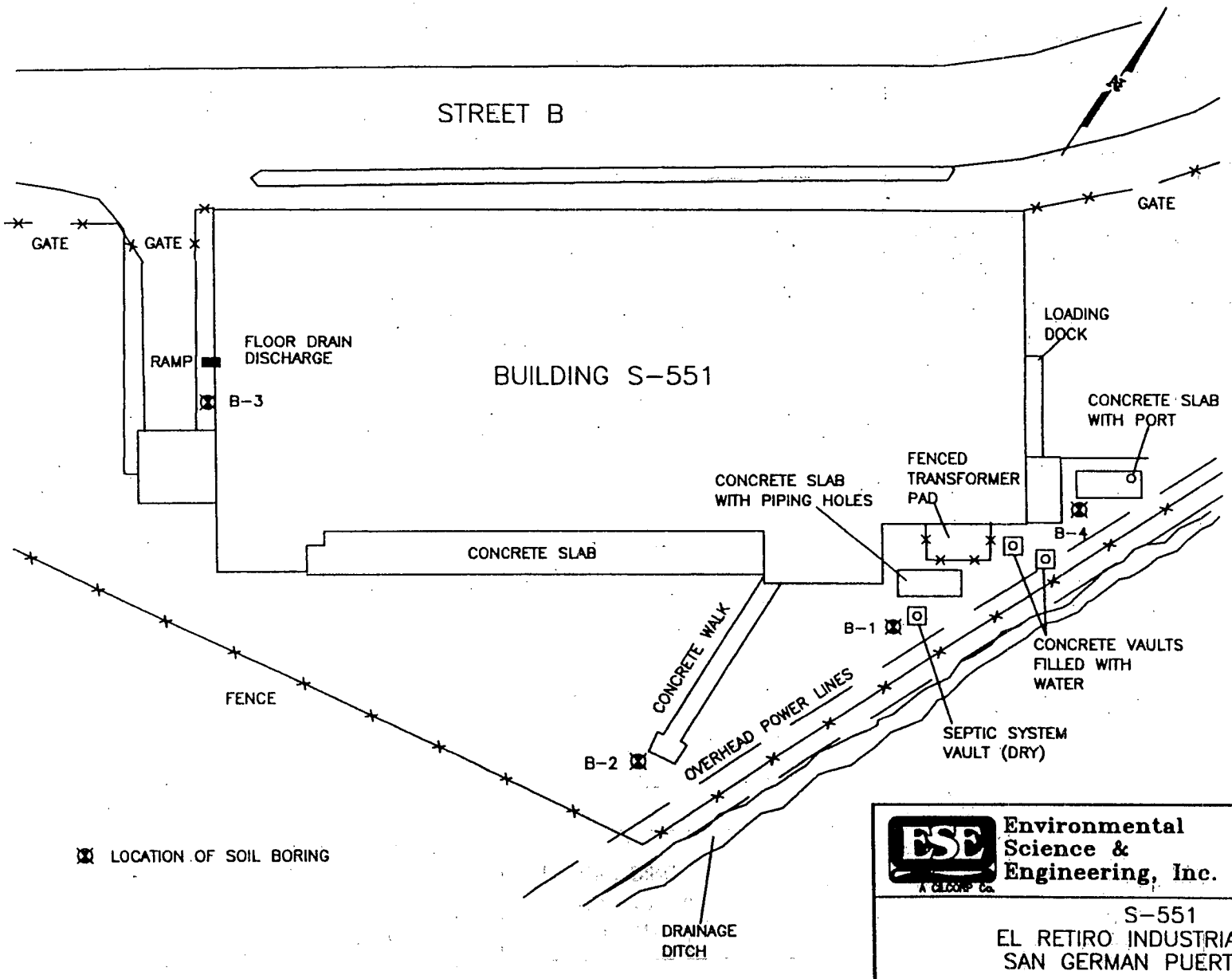
S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 2

SITE VICINITY MAP

DRAWING NAME: S-551MAP.DWG			FILE NUMBER: 559-5023
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBG	DATE: 2/23/95



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(603) 672-2511

S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN PUERTO RICO

FIGURE 3

SITE PLAN

DRAWING NAME: SITEPLAN.DWG			FILE NUMBER: 559 5023
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBG	DATE: 5/5/95

Table 1

SUMMARY OF SOIL SAMPLE RESULTS
BUILDING S-551 - PARQUE INDUSTRIAL EL RETIRO
SAN GERMAN, PUERTO RICO

Soil Boring No.	B-1	B-2	B-3	B-4	Maximum Contaminant Level (MCL)	Typical Concentrations in Natural Soils[1]
Parameter / Sample Interval (Ft.)	9-11	9-11	9-11	14-16		
VOLATILE ORGANIC COMPOUNDS	Micrograms per Kilogram (µg/kg)					
Vinyl Chloride	89	ND	ND	ND	2.0	
Methylene Chloride	12	13	ND	ND		
Trans-1,2-Dichloroethene	35	ND	ND	ND		
Trichloroethene	1,400	99	ND	ND	5	
Tetrachloroethene	ND	8	ND	ND	5	
Cis-1,2-Dichloroethene	2,200	110	10	16	70	
METALS	Milligrams per Kilograms (mg/kg)					
Arsenic	2.59	2.15	4.31	2.03	50	Range: 1 - 50; Average = 5
Barium	63.2	33.8	49.7	60.5	2,000	Range: 100 - 3,000 Average = 430
Chromium Chromium (VI)	2,170 ND	1,720 ND	99.2 ND	1,190 ND	100	Range: 1 - 1,000 Average = 100
Lead	8.47	ND	7.17	ND	15	Range: 2 - 200 Average = 10
Mercury	ND	0.160	ND	0.217	2	Range: 0.01 - 0.3 Average = 0.03

All SAMPLES COLLECTED ON 3/29/95
ND = Non Detect

[1]Adapted from Hazardous Waste Land Treatment, U.S. EPA, SW-874 (April, 1983).

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Amherst, NH 03031
(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–18.5'		

HSA = HOLLOW STEM AUGER — FJ = FLUSH JOINT CASING
SSA = SOLID STEM AUGER — WC = WELDED CASING
SA = SLOTTED AUGER — OTHER:

BORING NUMBER: B-1 — DATE STARTED: 3-29-95
WELL NUMBER: N/A — COMPLETED: 3-29-95
CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: C. CALDERON — BORING LOG PREPARED BY: S. FLUET
DEPTH TO GROUNDWATER: 7.5 — DEPTH TO BOTTOM OF BORING: 18.5'
SCREENED INTERVAL: N/A — DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0								
	6	S1	FILL	Grey/Brown medium–FINE SAND some gravel				
	10							
	9							
	9					0.5	5"	
	4	S2		NO RECOVERY–SPOON DRIVEN THROUGH PIPING				PIPING FROM SEPTIC SYSTEM/LEACH FIELD RIG WAS MOVED AND BOTH ATTEMPTS ENCOUNTERED PIPING
5	0							
	0							
	0					–	0	
			SILTY SAND	GREY SILTY SAND/CLAY CUTTINGS ARE WET AT 7.5 '				
	4	S3		GREY–GREEN SILTY CLAY				SAMPLE SUBMITTED FOR LAB ANALYSIS
10	2							
	2							
	2					68	12"	
	6	S4		Brown, fine–coarse SAND and SILT some gravel little clay				
15	7							
	8							
	14					5.2	14"	
				SPOON BOUNCING ON REFUSAL				
	120					–	0	
				END OF BORING AT 18.5'				
20								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

TEST BORING LOG AND WELL INSTALLATION DETAILS

ESE Environmental Science & Engineering, Inc.
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Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0-19'		

BORING NUMBER: B-2 — DATE STARTED: 3-29-95
WELL NUMBER: – — COMPLETED: 3-29-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: C. CALDERON — BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER — FJ = FLUSH JOINT CASING
SSA = SOLID STEM AUGER — WC = WELDED CASING
SA = SLOTTED AUGER — OTHER:

DEPTH TO GROUNDWATER: 8' — DEPTH TO BOTTOM OF BORING: 19'
SCREENED INTERVAL: – — DEPTH TO BOTTOM OF WELL: –

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0								
	4 5 6 6	S1	FILL	Brown fine-medium SAND and SILT, some gravel, trace clay		0	10	
5	1 1 1 2	S2		ROCK IN SHOE NO RECOVERY BROWN SILTY/SAND CUTTINGS		0	0	
				WET AT 8'.				
10	2 2 3 4	S3	SILT AND CLAY WITH GRAVEL	BLACK SILTY CLAY OVERLYING BROWN SILTY CLAY, some fine gravel; trace fine sand		0	14	SAMPLE SUBMITTED FOR LAB ANALYSIS
15		S4		Brown SILTLY CLAY with gravel, some fine sand		0	10	
	5 7 10 16	S5		SAME AS S4				
20				END OF BORING AT 21'		0	18	

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

B-2LOG.DWG

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TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–14'		

BORING NUMBER: B-3
WELL NUMBER: N/A
DATE STARTED: 3-29-95
COMPLETED: 3-29-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: C. CALDERON
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 6'
SCREENED INTERVAL: N/A
DEPTH TO BOTTOM OF BORING: 14'
DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0								
	5	S1		6" topsoil overlying grey med.–fine SAND and GRAVEL some silt, trace clay				
	4							
	2							
	7					0.2	10"	
	5	S2		Brown SILT with fine SAND some gravel, little clay				
5	5							
	9							
	9			wet @ 6'		0.5	18	
			SILTY SAND					
	15	S3		Brown SILT with FINE SAND grading to tan and Brown fine SAND with silt – some pieces of limestone				SAMPLE SUBMITTED FOR LAB ANALYSIS
10	16							
	19							
	20					21	16	
				TAN/BROWN LAYERED SILTSTONE AND LIMESTONE				
	120	S4		SPOON REFUSAL		0	3"	
15				END OF BORING AT 14'				
20								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

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(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–19'		

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

BORING NUMBER: B-4
WELL NUMBER: N/A
DATE STARTED: 3-29-95
COMPLETED: 3-29-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: C. CALDERON
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

DEPTH TO GROUNDWATER: 8'
SCREENED INTERVAL: –
DEPTH TO BOTTOM OF BORING: 19'
DEPTH TO BOTTOM OF WELL: –

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	5 21 19 13	S1	FILL	2" topsoil overlying GREY/BROWN med.–fine SAND with gravel, some pieces of concrete		0.5	6"	
				NO RECOVERY				
5	5 5 4 2	S2				35	0	
				CUTTINGS ARE WET AT 8'.				
	1 1 1 1	S3		Wet black SILTY CLAY trace fine sand		91	5"	SAMPLE SUBMITTED FOR LAB ANALYSIS
10								
	3 4 7 8	S4		Brown SILT and fine SAND some medium sand with gravel, some clay		8.5	16"	
15								
	6 14 12 15	S5		Dense, grey/tan SILT with fine–med. SAND, some gravel, some clay		2.0	16	
20				END OF BORING AT 21'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE.
ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

B-4LOG.DWG

Environmental
Science &
Engineering, Inc.

[illegible] Phone [illegible]2-4422
[illegible] Lab Fax [illegible]2-5232

An IEPA Contract Laboratory

April 18, 1995

Mr. Steve Fluet
Environmental Science & Engineering, Inc.
5 Overlook Drive
Amherst, NH 03031

Dear Steve,

Environmental Science & Engineering, Inc. (ESE) appreciates the opportunity to provide the attached report of analyses for ESE sample delivery group # 20866, received 03/31/95 by our laboratory. This deliverable includes tabulated results and chain-of-custody.

Should you have any questions regarding this data, please contact me at (309) 693-5602.

Sincerely,

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.

Vickie M. Wynkoop

Vickie M. Wynkoop
Project Manager

Attachments

(s3T

Environmental Science & Engineering 04/18/95 STATUS :FINAL PAGE 1
PROJECT NUMBER 591-5110 PROJECT NAME ESE/AMHERST-MENASHA CORP/PHASE II
FIELD GROUP 20866 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:		B-1	B-2	B-3	B-4
ESE FIELD GROUP:		20866	20866	20866	20866
ESE SEQUENCE #:		1	2	3	4
DATE COLLECTED:		03/29/95	03/29/95	03/29/95	03/29/95
TIME COLLECTED:		10:40	12:20	13:45	14:40
PARAMETERS	UNITS	METHOD			
VOLATILE ORGANIC COMPOUNDS					
Chloromethane	UG/KG-DRY	8240	<17	<15	<12	<14
Bromomethane	UG/KG-DRY	8240	<17	<15	<12	<14
Vinyl Chloride	UG/KG-DRY	8240	89	<15	<12	<14
Chloroethane	UG/KG-DRY	8240	<17	<15	<12	<14
Methylene Chloride	UG/KG-DRY	8240	12	13	<6	9
Acetone	UG/KG-DRY	8240	<17	<15	<12	<14
Carbon Disulfide	UG/KG-DRY	8240	<8	<8	<6	<7
1,1-Dichloroethene	UG/KG-DRY	8240	<8	<8	<6	<7
1,1-Dichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
trans-1,2-Dichloroethene	UG/KG-DRY	8240	35	<8	<6	<7
Chloroform	UG/KG-DRY	8240	<8	<8	<6	<7
1,2-Dichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
2-Butanone	UG/KG-DRY	8240	<17	<15	<12	<14
1,1,1-Trichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
Carbon Tetrachloride	UG/KG-DRY	8240	<8	<8	<6	<7
Vinyl Acetate	UG/KG-DRY	8240	<17	<15	<12	<14
Bromodichloromethane	UG/KG-DRY	8240	<8	<8	<6	<7
1,2-Dichloropropane	UG/KG-DRY	8240	<8	<8	<6	<7
cis-1,3-Dichloropropene	UG/KG-DRY	8240	<8	<8	<6	<7
Trichloroethene	UG/KG-DRY	8240	1400	99	<6	<7
Dibromochloromethane	UG/KG-DRY	8240	<8	<8	<6	<7
1,1,2-Trichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
Benzene	UG/KG-DRY	8240	<8	<8	<6	<7
trans-1,3-Dichloropropene	UG/KG-DRY	8240	<8	<8	<6	<7
Bromoform	UG/KG-DRY	8240	<8	<8	<6	<7
4-Methyl-2-pentanone	UG/KG-DRY	8240	<17	<15	<12	<14
2-Hexanone	UG/KG-DRY	8240	<17	<15	<12	<14
Tetrachloroethene	UG/KG-DRY	8240	<8	8	<6	<7
1,1,2,2-Tetrachloroethane	UG/KG-DRY	8240	<8	<8	<6	<7
Toluene	UG/KG-DRY	8240	<8	<8	<6	<7

CLIENT SAMPLE ID'S:			B-1	B-2	B-3	B-4
ESE FIELD GROUP:			20866	20866	20866	20866
ESE SEQUENCE #:			1	2	3	4
DATE COLLECTED:			03/29/95	03/29/95	03/29/95	03/29/95
TIME COLLECTED:			10:40	12:20	13:45	14:40
PARAMETERS	UNITS	METHOD				
Chlorobenzene	UG/KG-DRY	8240	<8	<8	<6	<7
Ethylbenzene	UG/KG-DRY	8240	<8	<8	<6	<7
Styrene	UG/KG-DRY	8240	<8	<8	<6	<7
Xylenes (total)	UG/KG-DRY	8240	<8	<8	<6	<7
cis-1,2-Dichloroethene	UG/KG-DRY	8240	2200	110	10	16
TPH						
TPH, as diesel	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
TPH, as gasoline	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
TPH, as jet fuel	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
TPH, as unidentified hydrocarbon	MG/KG-DRY	8015/MOD	<17	<15	<12	<14
PCBs						
Aroclor-1016	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1221	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1232	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1242	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1248	UG/KG-DRY	8080	<130	<120	<92	<110
Aroclor-1254	UG/KG-DRY	8080	<270	<240	<180	<220
Aroclor-1260	UG/KG-DRY	8080	<270	<240	<180	<220
METALS						
Arsenic	MG/KG-DRY	SW846	2.59	2.15	4.31	2.03
Barium	MG/KG-DRY	SW846	63.2	33.8	49.7	60.5
Cadmium	MG/KG-DRY	6010	<0.833	<0.762	<0.578	<0.691
Chromium	MG/KG-DRY	6010	2170	1720	99.2	1190
Lead	MG/KG-DRY	6010	8.47	<7.62	7.17	<6.91
Mercury	MG/KG-DRY	7471	<0.167	0.160	<0.116	0.217
Selenium	MG/KG-DRY	7740	<0.833	<0.762	<0.578	<0.691
Silver	MG/KG-DRY	7740	<1.67	<1.52	<1.16	<1.38
Moisture	%	160.3	40.0	34.4	13.5	27.6

Environmental Science & Engineering 05/23/95 STATUS :FINAL PAGE 1
PROJECT NUMBER 591-5110 PROJECT NAME ESE/AMHERST-MENASHA CORP/PHASE II
FIELD GROUP 20866 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:			B-1	B-2	B-3	B-4
ESE FIELD GROUP:			20866	20866	20866	20866
ESE SEQUENCE #:			1	2	3	4
DATE COLLECTED:			03/29/95	03/29/95	03/29/95	03/29/95
TIME COLLECTED:			10:40	12:20	13:45	14:40
PARAMETERS	UNITS	METHOD				
Chromium(+6)	MG/KG-DRY WT.	3060,7196	<8	<8	<6	<7

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.
ESE/AMHERST MENASHA CORP

MPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
18664-1	B-1	03/29/95	03/31/95	Chloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				Bromomethane - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Chloride - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				VOCS - 8240	NA	04/06/95	NA	8/14	P27654
				Acetone - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Disulfide - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroform - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				2-Butanone - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Tetrachloride - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Acetate - 8240	NA	04/06/95	NA	8/14	P27654
				Bromodichloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloropropane - 8240	NA	04/06/95	NA	8/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Trichloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				Dibromochloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Benzene - 8240	NA	04/06/95	NA	8/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Bromoform - 8240	NA	04/06/95	NA	8/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/06/95	NA	8/14	P27654
				2-Hexanone - 8240	NA	04/06/95	NA	8/14	P27654
				Tetrachloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Toluene - 8240	NA	04/06/95	NA	8/14	P27654
				Chlorobenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Ethylbenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Styrene - 8240	NA	04/06/95	NA	8/14	P27654
				Xylenes (total) - 8240	NA	04/06/95	NA	8/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/13/95	NA	15/14*	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458

)TNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

AMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458
0866*2	8-2	03/29/95	03/31/95	Chloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				Bromomethane - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Chloride - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				VOCS - 8240	NA	04/06/95	NA	8/14	P27654
				Acetone - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Disulfide - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroform - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				2-Butanone - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Tetrachloride - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Acetate - 8240	NA	04/06/95	NA	8/14	P27654
				Bromodichloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloropropane - 8240	NA	04/06/95	NA	8/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Trichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				Dibromochloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Benzene - 8240	NA	04/06/95	NA	8/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Bromoform - 8240	NA	04/06/95	NA	8/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/06/95	NA	8/14	P27654
				2-Hexanone - 8240	NA	04/06/95	NA	8/14	P27654
				Tetrachloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Toluene - 8240	NA	04/06/95	NA	8/14	P27654
				Chlorobenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Ethylbenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Styrene - 8240	NA	04/06/95	NA	8/14	P27654
				Xylenes (total) - 8240	NA	04/06/95	NA	8/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513

OTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

AMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458
866*3	B-3	03/29/95	03/31/95	Chloromethane - 8240	NA	04/07/95	NA	9/14	P27654
				Bromomethane - 8240	NA	04/07/95	NA	9/14	P27654
				Vinyl Chloride - 8240	NA	04/07/95	NA	9/14	P27654
				Chloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				VOCS - 8240	NA	04/07/95	NA	9/14	P27654
				Acetone - 8240	NA	04/07/95	NA	9/14	P27654
				Carbon Disulfide - 8240	NA	04/07/95	NA	9/14	P27654
				1,1-Dichloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				1,1-Dichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/07/95	NA	9/14	P27654
				Chloroform - 8240	NA	04/07/95	NA	9/14	P27654
				1,2-Dichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				2-Butanone - 8240	NA	04/07/95	NA	9/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				Carbon Tetrachloride - 8240	NA	04/07/95	NA	9/14	P27654
				Vinyl Acetate - 8240	NA	04/07/95	NA	9/14	P27654
				Bromodichloromethane - 8240	NA	04/07/95	NA	9/14	P27654
				1,2-Dichloropropane - 8240	NA	04/07/95	NA	9/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/07/95	NA	9/14	P27654
				Trichloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				Dibromochloromethane - 8240	NA	04/07/95	NA	9/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				Benzene - 8240	NA	04/07/95	NA	9/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/07/95	NA	9/14	P27654
				Bromoform - 8240	NA	04/07/95	NA	9/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/07/95	NA	9/14	P27654
				2-Hexanone - 8240	NA	04/07/95	NA	9/14	P27654
				Tetrachloroethene - 8240	NA	04/07/95	NA	9/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/07/95	NA	9/14	P27654
				Toluene - 8240	NA	04/07/95	NA	9/14	P27654
				Chlorobenzene - 8240	NA	04/07/95	NA	9/14	P27654
				Ethylbenzene - 8240	NA	04/07/95	NA	9/14	P27654
				Styrene - 8240	NA	04/07/95	NA	9/14	P27654
				Xylenes (total) - 8240	NA	04/07/95	NA	9/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/07/95	NA	9/14	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527

OTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

MPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458
866*4	B-4	03/29/95	03/31/95	Chloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				Bromomethane - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Chloride - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				VOCS - 8240	NA	04/06/95	NA	8/14	P27654
				Acetone - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Disulfide - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				TRANS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Chloroform - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				2-Butanone - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,1-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Carbon Tetrachloride - 8240	NA	04/06/95	NA	8/14	P27654
				Vinyl Acetate - 8240	NA	04/06/95	NA	8/14	P27654
				Bromodichloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,2-Dichloropropane - 8240	NA	04/06/95	NA	8/14	P27654
				cis-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Trichloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				Dibromochloromethane - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2-Trichloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Benzene - 8240	NA	04/06/95	NA	8/14	P27654
				trans-1,3-Dichloropropene - 8240	NA	04/06/95	NA	8/14	P27654
				Bromoform - 8240	NA	04/06/95	NA	8/14	P27654
				4-Methyl-2-pentanone - 8240	NA	04/06/95	NA	8/14	P27654
				2-Hexanone - 8240	NA	04/06/95	NA	8/14	P27654
				Tetrachloroethene - 8240	NA	04/06/95	NA	8/14	P27654
				1,1,2,2-Tetrachloroethane - 8240	NA	04/06/95	NA	8/14	P27654
				Toluene - 8240	NA	04/06/95	NA	8/14	P27654
				Chlorobenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Ethylbenzene - 8240	NA	04/06/95	NA	8/14	P27654
				Styrene - 8240	NA	04/06/95	NA	8/14	P27654

OTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Xylenes (total) - 8240	NA	04/06/95	NA	8/14	P27654
				CIS-1,2-DICHLOROETHENE - 8240	NA	04/06/95	NA	8/14	P27654
				Moisture - 160.3	NA	04/03/95	NA	5/180	P27464
				TPH, as diesel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as gasoline - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as jet fuel - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as unidentified hydrocarbon - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as motor oil - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				TPH, as mineral spirits - 8015M	04/06/95	04/06/95	8/14	0/40	P27527
				Aroclor 1016 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor-1221 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1232 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1242 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1248 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1254 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Aroclor 1260 - 8080/3550	04/05/95	04/06/95	7/14	1/40	P27513
				Arsenic - 7060	NA	04/05/95	NA	7/180	P27509
				Barium - 6010	NA	04/03/95	NA	5/180	P27458
				Cadmium - 6010	NA	04/03/95	NA	5/180	P27458
				Chromium - 6010	NA	04/03/95	NA	5/180	P27458
				Lead - 6010	NA	04/03/95	NA	5/180	P27458
				Mercury - 7471	NA	04/06/95	NA	8/28	P27520
				Selenium - 7740	NA	04/05/95	NA	7/180	P27509
				Silver - 6010	NA	04/03/95	NA	5/180	P27458

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

ESE Environmental Science & Engineering, Inc.
8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

[redacted]

Chain of Custody Record

№ 11121

Company: ESE
Address: 5 OVERLOOK DR.
AMHERST, NH 03031

Phone #: (603) 672-2511 Fax #: (603) 672-2014
P.O. #:
Client Contact: STEVE FLUET 5595023.501
Project # / Location: MENASHA CORP, PH. II

Sample Type:
1. Water
2. Soil
3. Sludge
4. Oil
5. Tissue
Other:

Container Type:
P - Plastic
G - Glass
V - VOC

Preservative:
1. None
2. H2SO4
3. HNO3
4. NaOH

Analyses

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOC's - 8240	PCB, TPH, & RCRA METALS	% MOISTURE												Comments
B 1	2	8 oz	G	1	3/29/95	10:40	cool	20866 #1		1													
B 1	2	2 oz	G	1	3/29/95	10:40	cool		1														
B 1	2	125 ml	P	1	3/29/95	10:40	cool				1												
B 2	2	8 oz	G	1	3/29/95	12:20	cool	#2		1													
B 2	2	2 oz	G	1	3/29/95	12:20	cool		1														
B 2	2	125 ml	P	1	3/29/95	12:20	cool				1												
	2	8 oz	G	1	3/29/95	13:45	cool	#3		1													
B 3	2	2 oz	G	1	3/29/95	13:45	cool		1														
B	2	125 ml	P	1	3/29/95	13:45	cool				1												
B 4	2	8 oz	G	1	3/29/95	14:40	cool	#4		1													
B 4	2	2 oz	G	1	3/29/95	14:40	cool		1														
B 4	2	125 ml	P	1	3/29/95	14:40	cool				1												

Relinquished By:	Date: 3-30-95 Time: 17:00	Received By:	Date: -- -- Time: :
Relinquished By:	Date: -- -- Time: :	Received For Lab By: Vickie Wyakoop	Date: 3-31-95 Time: 10:30 am

TURNAROUND TIME:
☐ RUSH: _____ day turnaround
☑ ROUTINE

FOR LAB USE ONLY
[illegible] Chilled
[illegible] 9C

SPECIAL INSTRUCTIONS:

Copies: White - Client Canary Lab Receiving Pink - Lab File Goldenrod - Retained by Sampler

ESE BATCH : P27654

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*NONE*1	34421*8240-P	Chloromethane	UG/KG-	ND	10
04/06/95	MB*NONE*1	34416*8240-P	Bromomethane	UG/KG-	ND	10
04/06/95	MB*NONE*1	34495*8240-P	Vinyl Chloride	UG/KG-	ND	10
04/06/95	MB*NONE*1	34314*8240-P	Chloroethane	UG/KG-	ND	10
04/06/95	MB*NONE*1	34426*8240-P	Methylene Chloride	UG/KG-	ND	5
04/06/95	MB*NONE*1	75059*8240-P	Acetone	UG/KG-	ND	10
04/06/95	MB*NONE*1	78544*8240-P	Carbon Disulfide	UG/KG-	ND	5
04/06/95	MB*NONE*1	34504*8240-P	1,1-Dichloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34499*8240-P	1,1-Dichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34549*8240-P	trans-1,2-Dichloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34318*8240-P	Chloroform	UG/KG-	ND	5
04/06/95	MB*NONE*1	34534*8240-P	1,2-Dichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	75078*8240-P	2-Butanone	UG/KG-	ND	10
04/06/95	MB*NONE*1	34509*8240-P	1,1,1-Trichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34299*8240-P	Carbon Tetrachloride	UG/KG-	ND	5
04/06/95	MB*NONE*1	78498*8240-P	Vinyl Acetate	UG/KG-	ND	10
04/06/95	MB*NONE*1	34330*8240-P	Bromodichloromethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34544*8240-P	1,2-Dichloropropane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34702*8240-P	cis-1,3-Dichloropropene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34487*8240-P	Trichloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34309*8240-P	Dibromochloromethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34514*8240-P	1,1,2-Trichloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34237*8240-P	Benzene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34697*8240-P	trans-1,3-Dichloropropene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34290*8240-P	Bromoform	UG/KG-	ND	5
04/06/95	MB*NONE*1	75169*8240-P	4-Methyl-2-pentanone	UG/KG-	ND	10
04/06/95	MB*NONE*1	75166*8240-P	2-Hexanone	UG/KG-	ND	10
04/06/95	MB*NONE*1	34478*8240-P	Tetrachloroethene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34519*8240-P	1,1,2,2-Tetrachloroethane	UG/KG-	ND	5
04/06/95	MB*NONE*1	34483*8240-P	Toluene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34304*8240-P	Chlorobenzene	UG/KG-	ND	5
04/06/95	MB*NONE*1	34374*8240-P	Ethylbenzene	UG/KG-	ND	5
04/06/95	MB*NONE*1	75192*8240-P	Styrene	UG/KG-	ND	5
04/06/95	MB*NONE*1	45510*8240-P	Xylenes (total)	UG/KG-	ND	5
04/06/95	MB*NONE*1	97354*8240-P	cis-1,2-Dichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34421*8240-P	Chloromethane	UG/KG-	ND	10
04/07/95	MB*NONE*2	34416*8240-P	Bromomethane	UG/KG-	ND	10
04/07/95	MB*NONE*2	34495*8240-P	Vinyl Chloride	UG/KG-	ND	10
04/07/95	MB*NONE*2	34314*8240-P	Chloroethane	UG/KG-	ND	10
04/07/95	MB*NONE*2	34426*8240-P	Methylene Chloride	UG/KG-	ND	5
04/07/95	MB*NONE*2	75059*8240-P	Acetone	UG/KG-	ND	10
04/07/95	MB*NONE*2	78544*8240-P	Carbon Disulfide	UG/KG-	ND	5
04/07/95	MB*NONE*2	34504*8240-P	1,1-Dichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34499*8240-P	1,1-Dichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34549*8240-P	trans-1,2-Dichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34318*8240-P	Chloroform	UG/KG-	ND	5
04/07/95	MB*NONE*2	34534*8240-P	1,2-Dichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	75078*8240-P	2-Butanone	UG/KG-	ND	10
04/07/95	MB*NONE*2	34509*8240-P	1,1,1-Trichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34299*8240-P	Carbon Tetrachloride	UG/KG-	ND	5
04/07/95	MB*NONE*2	78498*8240-P	Vinyl Acetate	UG/KG-	ND	10
04/07/95	MB*NONE*2	34330*8240-P	Bromodichloromethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34544*8240-P	1,2-Dichloropropane	UG/KG-	ND	5

ESE BATCH : P27654

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/07/95	MB*NONE*2	34702*8240-P	cis-1,3-Dichloropropene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34487*8240-P	Trichloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34309*8240-P	Dibromochloromethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34514*8240-P	1,1,2-Trichloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34237*8240-P	Benzene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34697*8240-P	trans-1,3-Dichloropropene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34290*8240-P	Bromoform	UG/KG-	ND	5
04/07/95	MB*NONE*2	75169*8240-P	4-Methyl-2-pentanone	UG/KG-	ND	10
04/07/95	MB*NONE*2	75166*8240-P	2-Hexanone	UG/KG-	ND	10
04/07/95	MB*NONE*2	34478*8240-P	Tetrachloroethene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34519*8240-P	1,1,2,2-Tetrachloroethane	UG/KG-	ND	5
04/07/95	MB*NONE*2	34483*8240-P	Toluene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34304*8240-P	Chlorobenzene	UG/KG-	ND	5
04/07/95	MB*NONE*2	34374*8240-P	Ethylbenzene	UG/KG-	ND	5
04/07/95	MB*NONE*2	75192*8240-P	Styrene	UG/KG-	ND	5
04/07/95	MB*NONE*2	45510*8240-P	Xylenes (total)	UG/KG-	ND	5
04/07/95	MB*NONE*2	97354*8240-P	cis-1,2-Dichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34421*8240-P	Chloromethane	UG/KG-	ND	10
04/13/95	MB*NONE*3	34416*8240-P	Bromomethane	UG/KG-	ND	10
04/13/95	MB*NONE*3	34495*8240-P	Vinyl Chloride	UG/KG-	ND	10
04/13/95	MB*NONE*3	34314*8240-P	Chloroethane	UG/KG-	ND	10
04/13/95	MB*NONE*3	34426*8240-P	Methylene Chloride	UG/KG-	ND	5
04/13/95	MB*NONE*3	75059*8240-P	Acetone	UG/KG-	ND	10
04/13/95	MB*NONE*3	78544*8240-P	Carbon Disulfide	UG/KG-	ND	5
04/13/95	MB*NONE*3	34504*8240-P	1,1-Dichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34499*8240-P	1,1-Dichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34549*8240-P	trans-1,2-Dichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34318*8240-P	Chloroform	UG/KG-	ND	5
04/13/95	MB*NONE*3	34534*8240-P	1,2-Dichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	75078*8240-P	2-Butanone	UG/KG-	ND	10
04/13/95	MB*NONE*3	34509*8240-P	1,1,1-Trichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34299*8240-P	Carbon Tetrachloride	UG/KG-	ND	5
04/13/95	MB*NONE*3	78498*8240-P	Vinyl Acetate	UG/KG-	ND	10
04/13/95	MB*NONE*3	34330*8240-P	Bromodichloromethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34544*8240-P	1,2-Dichloropropane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34702*8240-P	cis-1,3-Dichloropropene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34487*8240-P	Trichloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34309*8240-P	Dibromochloromethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34514*8240-P	1,1,2-Trichloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34237*8240-P	Benzene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34697*8240-P	trans-1,3-Dichloropropene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34290*8240-P	Bromoform	UG/KG-	ND	5
04/13/95	MB*NONE*3	75169*8240-P	4-Methyl-2-pentanone	UG/KG-	ND	10
04/13/95	MB*NONE*3	75166*8240-P	2-Hexanone	UG/KG-	ND	10
04/13/95	MB*NONE*3	34478*8240-P	Tetrachloroethene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34519*8240-P	1,1,2,2-Tetrachloroethane	UG/KG-	ND	5
04/13/95	MB*NONE*3	34483*8240-P	Toluene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34304*8240-P	Chlorobenzene	UG/KG-	ND	5
04/13/95	MB*NONE*3	34374*8240-P	Ethylbenzene	UG/KG-	ND	5
04/13/95	MB*NONE*3	75192*8240-P	Styrene	UG/KG-	ND	5
04/13/95	MB*NONE*3	45510*8240-P	Xylenes (total)	UG/KG-	ND	5
04/13/95	MB*NONE*3	97354*8240-P	cis-1,2-Dichloroethene	UG/KG-	ND	5

ESE BATCH : P27554

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*NONE*1	34504*8240-P	1,1-Dichloroethene	UG/KG-	50	41	82	59-172
04/06/95	SP*NONE*1	34487*8240-P	Trichloroethene	UG/KG-	50	51	102	62-137
04/06/95	SP*NONE*1	34237*8240-P	Benzene	UG/KG-	50	51	102	66-142
04/06/95	SP*NONE*1	34483*8240-P	Toluene	UG/KG-	50	52	104	59-139
04/06/95	SP*NONE*1	34304*8240-P	Chlorobenzene	UG/KG-	50	56	112	60-133
04/08/95	SP*NONE*2	34504*8240-P	1,1-Dichloroethene	UG/KG-	50	46	92	59-172
04/08/95	SP*NONE*2	34487*8240-P	Trichloroethene	UG/KG-	50	51	102	62-137
04/08/95	SP*NONE*2	34237*8240-P	Benzene	UG/KG-	50	49	98	66-142
04/08/95	SP*NONE*2	34483*8240-P	Toluene	UG/KG-	50	57	114	59-139
04/08/95	SP*NONE*2	34304*8240-P	Chlorobenzene	UG/KG-	50	55	110	60-133
04/13/95	SP*NONE*3	34504*8240-P	1,1-Dichloroethene	UG/KG-	50	42	84	59-172
04/13/95	SP*NONE*3	34487*8240-P	Trichloroethene	UG/KG-	50	49	98	62-137
04/13/95	SP*NONE*3	34237*8240-P	Benzene	UG/KG-	50	49	98	66-142
04/13/95	SP*NONE*3	34483*8240-P	Toluene	UG/KG-	50	34	68	59-139
04/13/95	SP*NONE*3	34304*8240-P	Chlorobenzene	UG/KG-	50	48	96	60-133

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	MB*NONE*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	56	110	81-117
04/06/95	MB*NONE*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	55	110	74-121
04/06/95	MB*NONE*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	55	110	70-121
04/06/95	DA*20866*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	57	110	81-117
04/06/95	DA*20866*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	48	96	74-121
04/06/95	DA*20866*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	62	120	70-121
04/06/95	DA*20866*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	58	120	81-117
04/06/95	DA*20866*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	44	88	74-121
04/06/95	DA*20866*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	64	130	70-121
04/06/95	DA*20866*4	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	53	110	81-117
04/06/95	DA*20866*4	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	50	100	74-121
04/06/95	DA*20866*4	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	58	120	70-121
04/06/95	SP*NONE*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	52	100	81-117
04/06/95	SP*NONE*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	52	100	74-121
04/06/95	SP*NONE*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	60	120	70-121
04/07/95	MB*NONE*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	55	110	81-117
04/07/95	MB*NONE*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	54	110	74-121
04/07/95	MB*NONE*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	57	110	70-121
04/07/95	UN*20866*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	62	120	81-117
04/07/95	UN*20866*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	49	98	74-121
04/07/95	UN*20866*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	55	110	70-121
04/07/95	DA*20866*3	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	56	110	81-117
04/07/95	DA*20866*3	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	50	100	74-121
04/07/95	DA*20866*3	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	55	110	70-121
04/07/95	UN*20866*1	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	60	120	81-117
04/07/95	UN*20866*1	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	48	96	74-121
04/07/95	UN*20866*1	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	53	110	70-121
04/08/95	SP*NONE*2	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	57	110	81-117
04/08/95	SP*NONE*2	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	54	110	74-121
04/08/95	SP*NONE*2	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	52	100	70-121
04/13/95	MB*NONE*3	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	47	94	81-117
04/13/95	MB*NONE*3	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	47	94	74-121
04/13/95	MB*NONE*3	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	49	98	70-121
04/13/95	SP*NONE*3	98811*SUR	TOLUENE-D8 (SW846)	UG/KG-	50	45	90	81-117
04/13/95	SP*NONE*3	98403*SUR	BROMOFLUOROBENZENE (SW846)	UG/KG-	50	46	92	74-121
04/13/95	SP*NONE*3	98813*SUR	1,2-DICHLOROETHANE-D4 (SW846)	UG/KG-	50	49	98	70-121

ESE BATCH : P27654

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27654 Analysis Date: 04/08/95 Analyst: ROSELLA MURTON

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Surrogate present?	X		
Surrogate within acceptance criteria?		X	MEC6D8
			12DCE-D4

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: SANDY BOUCHER 5141

FINALIZED BY: SANDY BOUCHER 5141

Batch Narrative - P27654 Analysis: 8240

Updated by 5141

PROBLEM:

. Sample matrix spike not present: Batch QC done on sample 20930-3 - P27744

EXPLANATION:

PROBLEM:

Surrogate not within acceptance criteria:

MEC6D8

12DCE-D4

EXPLANATION: Sample #1 and #2 shot 2X to confirm surrogate performance.

ESE BATCH : P27464
ANALYSIS : 160.3

QC TYPE : ESE
ANALYST : CHRIS FISHER
EXTRACTOR :
DATA ENTRY : CHRIS FISHER

REPORT DATE/TIME : 04/21/95 11:16:33
ANALYSIS DATE : 04/03/95
EXTRACT DATE :

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
160.3

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1		
20866*2	B-2		
20866*3	B-3		
20866*4	B-4		

ESE BATCH : P27464

Replicate Analysis Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	REP #1	REP #2	RPD	RPD CRIT
04/03/95	RP*20884*8	70320*160.3-P	Moisture	%	8.3	8.4	1.2	20

ESE BATCH : P27464

Environmental Science and Engineering Analytical Services
Computer QC Checks

Batch No.: P27464 Analysis Date: 04/03/95 Analyst: CHRIS FISHER

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Sample replicate present?	X		
Sample replicate within acceptance criteria?	X		

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: CHRIS FISHER 5211

FINALIZED BY: CHRIS FISHER 5211

ESE BATCH : P27527
ANALYSIS : 8015/MOD

QC TYPE : ESE
ANALYST : BRENT DONALSON
EXTRACTOR :
DATA ENTRY : BRENT DONALSON

REPORT DATE/TIME : 04/21/95 11:16:54
ANALYSIS DATE :
EXTRACT DATE :

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
8015

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/06/95	
20866*2	B-2	04/06/95	
20866*3	B-3	04/06/95	
20866*4	B-4	04/06/95	

ESE BATCH : P27527

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*95E4737*1	96021*8015MD-P	TPH, as diesel	MG/KG-	ND	10
04/06/95	MB*95E4737*1	96020*8015MD-P	TPH, as gasoline	MG/KG-	ND	10
04/06/95	MB*95E4737*1	96019*8015MD-P	TPH, as jet fuel	MG/KG-	ND	10
04/06/95	MB*95E4737*1	801502*8015MD-P	TPH, as unidentified hydrocarb	MG/KG-	ND	10
04/06/95	MB*95E4737*1	801506*8015MD-P	TPH, as motor oil	MG/KG-	ND	160
04/06/95	MB*95E4737*1	801504*8015MD-P	TPH, as mineral spirits	MG/KG-	ND	10

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/07/95	SP1*95E4737*1	96021*8015MD-P	TPH, as diesel	MG/KG-	50	39	78	56-124

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/06/95	SPM1*20927*2	96021*8015MD-P	TPH, as diesel	MG/KG-	0.0	61	53	87	56-124	
04/06/95	SPM2*20927*2	96021*8015MD-P	TPH, as diesel	MG/KG-	0.0	61	54	89	56-124	2

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	MB*95E4737*1	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	DA*20866*1	9406061*SUR	Pentacosane	MG/KG	6.30	4.30	68.3	50-130
04/06/95	DA*20866*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	DA*20866*3	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	DA*20866*4	9406061*SUR	Pentacosane	MG/KG	6.30	4.80	76.2	50-130
04/07/95	DA*20927*1	9406061*SUR	Pentacosane	MG/KG	6.30	5.50	87.3	50-130
04/07/95	DA*20927*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.30	84.1	50-130
04/06/95	SPM1*20927*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130
04/06/95	SPM2*20927*2	9406061*SUR	Pentacosane	MG/KG	6.30	5.30	84.1	50-130
04/07/95	SP1*95E4737*1	9406061*SUR	Pentacosane	MG/KG	6.30	5.00	79.4	50-130

ESE BATCH P27527

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27527 Analysis Date: Analyst: BRENT DONALSON

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Extract holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?	X		
Surrogate present?	X		
Surrogate within acceptance criteria?	X		

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: WILLIAM FRANEY 5985

FINALIZED BY: WILLIAM FRANEY 5985

ESE BATCH : P27654
ANALYSIS : 8240

QC TYPE : ESE
ANALYST : ROSELLA MURTON
EXTRACTOR :
DATA ENTRY : GCMS UPLOAD

REPORT DATE/TIME : 04/21/95 11:12:58
ANALYSIS DATE : 04/08/95
EXTRACT DATE :

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
8240

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/06/95	05:40PM
20866*2	B-2	04/06/95	06:17PM
20866*4	B-4	04/06/95	07:32PM
20866*3	B-3	04/07/95	08:15PM

ESE BATCH : P27513
ANALYSIS : 8080

QC TYPE : ESE
ANALYST : ANGELA WHITING
EXTRACTOR :
DATA ENTRY : MICHELE LARSEN

REPORT DATE/TIME : 04/21/95 11:17:40
ANALYSIS DATE : 04/06/95
EXTRACT DATE : 04/05/95

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

BATCH NOTES
8080

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/06/95	10:16AM
20866*2	B-2	04/06/95	10:52AM
20866*3	B-3	04/06/95	11:28AM
20866*4	B-4	04/06/95	12:03PM

ESE BATCH P27513

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*731*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	ND	80
04/06/95	MB*731*1	39491*8080/3550-P	Aroclor-1221	UG/KG-	2	80
04/06/95	MB*731*1	39495*8080/3550-P	Aroclor-1232	UG/KG-	ND	80
04/06/95	MB*731*1	39499*8080/3550-P	Aroclor-1242	UG/KG-	2	80
04/06/95	MB*731*1	39503*8080/3550-P	Aroclor-1248	UG/KG-	ND	80
04/06/95	MB*731*1	39507*8080/3550-P	Aroclor-1254	UG/KG-	ND	160
04/06/95	MB*731*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	ND	160
04/06/95	MB*740*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	ND	80
04/06/95	MB*740*1	39491*8080/3550-P	Aroclor-1221	UG/KG-	2	80
04/06/95	MB*740*1	39495*8080/3550-P	Aroclor-1232	UG/KG-	ND	80
04/06/95	MB*740*1	39499*8080/3550-P	Aroclor-1242	UG/KG-	2	80
04/06/95	MB*740*1	39503*8080/3550-P	Aroclor-1248	UG/KG-	ND	80
04/06/95	MB*740*1	39507*8080/3550-P	Aroclor-1254	UG/KG-	ND	160
04/06/95	MB*740*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	ND	160
04/06/95	MB*706*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	ND	80
04/06/95	MB*706*1	39491*8080/3550-P	Aroclor-1221	UG/KG-	2	80
04/06/95	MB*706*1	39495*8080/3550-P	Aroclor-1232	UG/KG-	ND	80
04/06/95	MB*706*1	39499*8080/3550-P	Aroclor-1242	UG/KG-	2	80
04/06/95	MB*706*1	39503*8080/3550-P	Aroclor-1248	UG/KG-	ND	80
04/06/95	MB*706*1	39507*8080/3550-P	Aroclor-1254	UG/KG-	ND	160
04/06/95	MB*706*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	ND	160

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*731*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	170	180	106	50-114
04/06/95	SP*731*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	170	180	106	8-127
04/06/95	SP*740*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	170	150	88	50-114
04/06/95	SP*740*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	170	170	100	8-127
04/06/95	SP*706*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	170	150	88	50-114
04/06/95	SP*706*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	170	160	94	8-127

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/06/95	SPM1*20866*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	280	230	82	80-120	
04/06/95	SPM1*20866*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	280	270	96	80-120	
04/06/95	SPM2*20866*1	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	280	230	82	80-120	0.6
04/06/95	SPM2*20866*1	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	280	250	89	80-120	7
04/06/95	SPM1*20818*9	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	190	190	100	80-120	
04/06/95	SPM1*20818*9	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	190	200	105	80-120	
04/06/95	SPM2*20818*9	39514*8080/3550-P	Aroclor-1016	UG/KG-	0.0	190	530	279	80-120	95
04/06/95	SPM2*20818*9	39511*8080/3550-P	Aroclor-1260	UG/KG-	0.0	190	330	174	80-120	50

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	DA*20924*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	19.6	151	52-127
04/06/95	DA*20924*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	18.9	145	47-148
04/06/95	DA*20924*2	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	27.7	213	52-127
04/06/95	DA*20924*2	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	27.2	209	47-148
04/06/95	MB*731*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.0	100.0	52-127
04/06/95	MB*731*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	14.0	108	47-148
04/06/95	SP*731*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	14.4	111	52-127
04/06/95	SP*731*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	15.2	117	47-148
04/06/95	DA*20866*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	17.4	134	52-127
04/06/95	DA*20866*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	18.4	142	47-148
04/06/95	DA*20866*2	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	16.1	124	52-127
04/06/95	DA*20866*2	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	16.7	128	47-148
04/06/95	DA*20866*3	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.2	86.2	52-127
04/06/95	DA*20866*3	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	DA*20866*4	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	18.5	142	52-127
04/06/95	DA*20866*4	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	19.8	152	47-148
04/06/95	DA*20951*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	67.0	78.2	117	52-127
04/06/95	DA*20951*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	67.0	90.1	134	47-148
04/06/95	SPM1*20866*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.0	84.6	52-127
04/06/95	SPM1*20866*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.8	106	47-148
04/06/95	SPM2*20866*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.5	88.5	52-127
04/06/95	SPM2*20866*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	MB*740*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.0	100.0	52-127
04/06/95	MB*740*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.5	104	47-148

ESE BATCH : P27513

Surrogate Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*740*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.1	101	52-127
04/06/95	SP*740*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	MB*706*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.4	103	52-127
04/06/95	MB*706*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	13.9	107	47-148
04/06/95	SP*706*1	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	12.9	99.2	52-127
04/06/95	SP*706*1	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	14.1	108	47-148
04/06/95	DA*20818*9	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	11.8	90.8	52-127
04/06/95	DA*20818*9	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	12.8	98.5	47-148
04/06/95	CCS*1660*4	8770981*SUR	Tetrachloro-m-Xylene	UG/L	0.10	0.10	100.0	52-127
04/06/95	CCS*1660*4	20512431*SUR	DECACHLOROBIPHENYL	UG/L	0.10	0.10	100.0	47-148
04/06/95	SPM1*20818*9	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	14.1	108	52-127
04/06/95	SPM1*20818*9	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	15.4	118	47-148
04/06/95	SPM2*20818*9	8770981*SUR	Tetrachloro-m-Xylene	UG/L	13.0	13.3	102	52-127
04/06/95	SPM2*20818*9	20512431*SUR	DECACHLOROBIPHENYL	UG/L	13.0	17.8	137	47-148
04/06/95	CCS*16603*2	8770981*SUR	Tetrachloro-m-Xylene	UG/L	0.05	0.06	120	52-127
04/06/95	CCS*16603*2	20512431*SUR	DECACHLOROBIPHENYL	UG/L	0.05	0.06	120	47-148

ESE BATCH : P27513

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27513 Analysis Date: 04/06/95 Analyst: ANGELA WHITING

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Extract holding time within criteria?	X		
Curve correlation coefficient >= 0.995?	X		
Calibration curve y-intercept < curve detection limit?	X		
Sample responses within highest standard response?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Surrogate present?	X		
Surrogate within acceptance criteria?		X	TCX _____
			DCB _____

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: RICK URISH 5136

FINALIZED BY: RICK URISH 5136

Batch Narrative - P27513 Analysis: 8080

Updated by 5136

PROBLEM:

Surrogate not within acceptance criteria:

TCX

DCB

EXPLANATION: RECOVERIES HIGH BIASED. OK PER JRP.

:SE BATCH : P27509
NALYSIS : GFAA METALS

QC TYPE : ESE
ANALYST : LEANNA SWEETLAND
:XTRACTOR : DEBBIE BLAHNIK
)ATA ENTRY : LEANNA SWEETLAND

REPORT DATE/TIME : 04/21/95 11:20:18
ANALYSIS DATE : 04/05/95
EXTRACT DATE : 04/03/95

STATUS : FINAL

1ETHOD BLANK CORRECTION METHOD : NONE

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
:0866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
:0866*1	B-1	04/05/95	04:55PM
:0866*2	B-2	04/05/95	05:01PM
:0866*3	B-3	04/05/95	05:07PM
20866*4	B-4	04/05/95	05:13PM

:SE BATCH : P27509

Method Blank Sample Summary

)ATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
:4/05/95	MB*QC*1	1003*7060-P	Arsenic	MG/KG-	0.012	1.00
04/05/95	MB*QC*1	1148*7740-P	Selenium	MG/KG-	0.030	0.500

tandard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/05/95	SP*QC*1	1003*7060-P	Arsenic	MG/KG-	2.00	2.39	119.5	80-120
4/05/95	SP*QC*1	1148*7740-P	Selenium	MG/KG-	2.00	2.17	108.5	80-120

.ample Matrix Spike Recovery Summary

)ATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
:4/05/95	SPM1*IAAP003*1	1003*7060-P	Arsenic	MG/KG-	4.47	2.58	1.32	51.2	75-125	
:4/05/95	SPM1*IAAP003*1	1148*7740-P	Selenium	MG/KG-	0.624	2.58	1.58	61.2	75-125	
04/05/95	SPM2*IAAP003*1	1003*7060-P	Arsenic	MG/KG-	4.47	5.17	4.52	87.4	75-125	52.3
04/05/95	SPM2*IAAP003*1	1148*7740-P	Selenium	MG/KG-	0.624	2.58	1.64	63.6	75-125	3.50

ESE BATCH : P27509

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27509 Analysis Date: 04/05/95 Analyst: LEANNA SWEETLAND

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Standard matrix spike duplicate present?	X		
Standard matrix spike duplicate within acceptance criteria?		X	Se _____
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?		X	As _____
			Se _____

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: GREG ST. AUBIN 5145

FINALIZED BY: GREG ST. AUBIN 5145

QC failures due to matrix interference.

ESE BATCH : P27458
ANALYSIS : 6010

QC TYPE : ESE
ANALYST : ELLEN ZUCK
EXTRACTOR : DEBBIE BLAHNIK
DATA ENTRY : ELLEN ZUCK

REPORT DATE/TIME : 04/21/95 11:20:59
ANALYSIS DATE : 04/03/95
EXTRACT DATE : 04/03/95

STATUS : FINAL

METHOD BLANK CORRECTION METHOD : NONE

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
20866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
20866*1	B-1	04/03/95	01:33PM
20866*2	B-2	04/03/95	01:36PM
20866*3	B-3	04/03/95	01:38PM
20866*4	B-4	04/03/95	01:45PM

ESE BATCH : P27458

Method Blank Sample Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/03/95	MB*QC*1	1078*6010-P	Silver	MG/KG-	ND	1.00
04/03/95	MB*QC*1	1008*6010-P	Barium	MG/KG-	ND	1.00
04/03/95	MB*QC*1	1028*6010-P	Cadmium	MG/KG-	ND	0.500
04/03/95	MB*QC*1	1029*6010-P	Chromium	MG/KG-	ND	1.00
04/03/95	MB*QC*1	1052*6010-P	Lead	MG/KG-	ND	5.00

Standard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/03/95	SP*QC*1	1078*6010-P	Silver	MG/KG-	5.00	4.50	90.0	54-125
04/03/95	SP*QC*1	1008*6010-P	Barium	MG/KG-	200	211	105.5	80-120
04/03/95	SP*QC*1	1028*6010-P	Cadmium	MG/KG-	5.00	5.28	105.6	80-120
04/03/95	SP*QC*1	1029*6010-P	Chromium	MG/KG-	20.0	21.0	105.0	80-120
04/03/95	SP*QC*1	1052*6010-P	Lead	MG/KG-	50.0	51.6	103.2	80-120

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/03/95	SPM1*IAAP003*1	1078*6010-P	Silver	MG/KG-	0.882	6.46	4.50	69.7	54-125	
04/03/95	SPM1*IAAP003*1	1008*6010-P	Barium	MG/KG-	221	258	262	101.6	75-125	
04/03/95	SPM1*IAAP003*1	1028*6010-P	Cadmium	MG/KG-	0.078	6.46	6.35	98.3	75-125	
04/03/95	SPM1*IAAP003*1	1029*6010-P	Chromium	MG/KG-	22.8	25.8	27.5	106.6	75-125	

Sample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/03/95	SPM1*IAAP003*1	1052*6010-P	Lead	MG/KG-	16.9	64.6	61.1	94.6	75-125	
04/03/95	SPM2*IAAP003*1	1078*6010-P	Silver	MG/KG-	0.882	6.46	4.66	72.1	54-125	3.50
04/03/95	SPM2*IAAP003*1	1008*6010-P	Barium	MG/KG-	221	258	235	91.1	75-125	11.1
04/03/95	SPM2*IAAP003*1	1028*6010-P	Cadmium	MG/KG-	0.078	6.46	6.23	96.4	75-125	1.80
04/03/95	SPM2*IAAP003*1	1029*6010-P	Chromium	MG/KG-	22.8	25.8	17.8	69.0	75-125	43.0
04/03/95	SPM2*IAAP003*1	1052*6010-P	Lead	MG/KG-	16.9	64.6	63.3	98.0	75-125	3.50

ESE BATCH : P27458

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27458 Analysis Date: 04/03/95 Analyst: ELLEN ZUCK

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?			

Cr _____

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: GREG ST. AUBIN 5145

FINALIZED BY: GREG ST. AUBIN 5145

Comments: Cr matrix spike duplicate recovery low due to matrix interference.

:SE BATCH : P27520
NALYSIS : MERCURY

QC TYPE : ESE
ANALYST : LEANNA SWEETLAND
:XTRACTOR : DEBBIE BLAHNIK
)ATA ENTRY : LEANNA SWEETLAND

REPORT DATE/TIME : 04/21/95 11:23:59
ANALYSIS DATE : 04/06/95
EXTRACT DATE : 04/03/95

STATUS : FINAL

1ETHOD BLANK CORRECTION METHOD : NONE

FIELD GRP	QC TYPE	PROJECT NUMBER	PROJECT NAME	LAB COORDINATOR
:0866	BATCH	591-5110	ESE/AMHERST-MENASHA CORP/PHASE	VICKIE WYNKOOP

SAMPLE CODE	CLIENT ID	DATE ANALYZED	TIME ANALYZED
:0866*1	B-1	04/06/95	
:0866*2	B-2	04/06/95	
:0866*3	B-3	04/06/95	
20866*4	B-4	04/06/95	

:SE BATCH : P27520

lethod Blank Sample Summary

ATE	SAMPLE	STORET	PARAMETER	UNITS	FOUND	DET LMT
04/06/95	MB*QC*1	71921*7471-P	Mercury	MG/KG-	0.015	0.100

tandard Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	TARGET	FOUND	%RECV	RECV CRIT
04/06/95	SP*QC*1	71921*7471-P	Mercury	MG/KG-	0.50	0.492	98.4	80-120

ample Matrix Spike Recovery Summary

DATE	SAMPLE	STORET	PARAMETER	UNITS	UNSPIKED	TARGET	FOUND	%RECV	RECV CRIT	RPD
04/06/95	SPM1*IAAP003*1	71921*7471-P	Mercury	MG/KG-	0.052	0.646	0.620	96.0	75-125	
4/06/95	SPM2*IAAP003*1	71921*7471-P	Mercury	MG/KG-	0.052	0.646	0.628	97.2	75-125	1.20

ESE BATCH : P27520

Environmental Science and Engineering Analytical Services

Computer QC Checks

Batch No.: P27520 Analysis Date: 04/06/95 Analyst: LEANNA SWEETLAND

	Yes	"Exceptions" No	Comment / Corrective Action
Are ALL units documented in batch?	X		
Analysis holding time within criteria?	X		
Method blank present?	X		
Method blank within acceptance criteria?	X		
Standard matrix spike present?	X		
Standard matrix spike within acceptance criteria?	X		
Sample matrix spike present?	X		
Sample matrix spike within acceptance criteria?	X		

Note: Any "NO" answer requires a comment.

BATCH OVERRIDE BY: GREG ST. AUBIN 5145

FINALIZED BY: GREG ST. AUBIN 5145

Environmental
Science &
Engineering, Inc.

FACSIMILE

DATE: 5/8/95 TIME: _____

TO: Pete DeRosa FROM: John Nardozzi

Menasha _____

_____ _____

FAX NO: 1 414 751 1858 JOB #: _____

SUBJECT: S-551 - Analytical

Number of Pages
(Including this Cover Sheet)
5

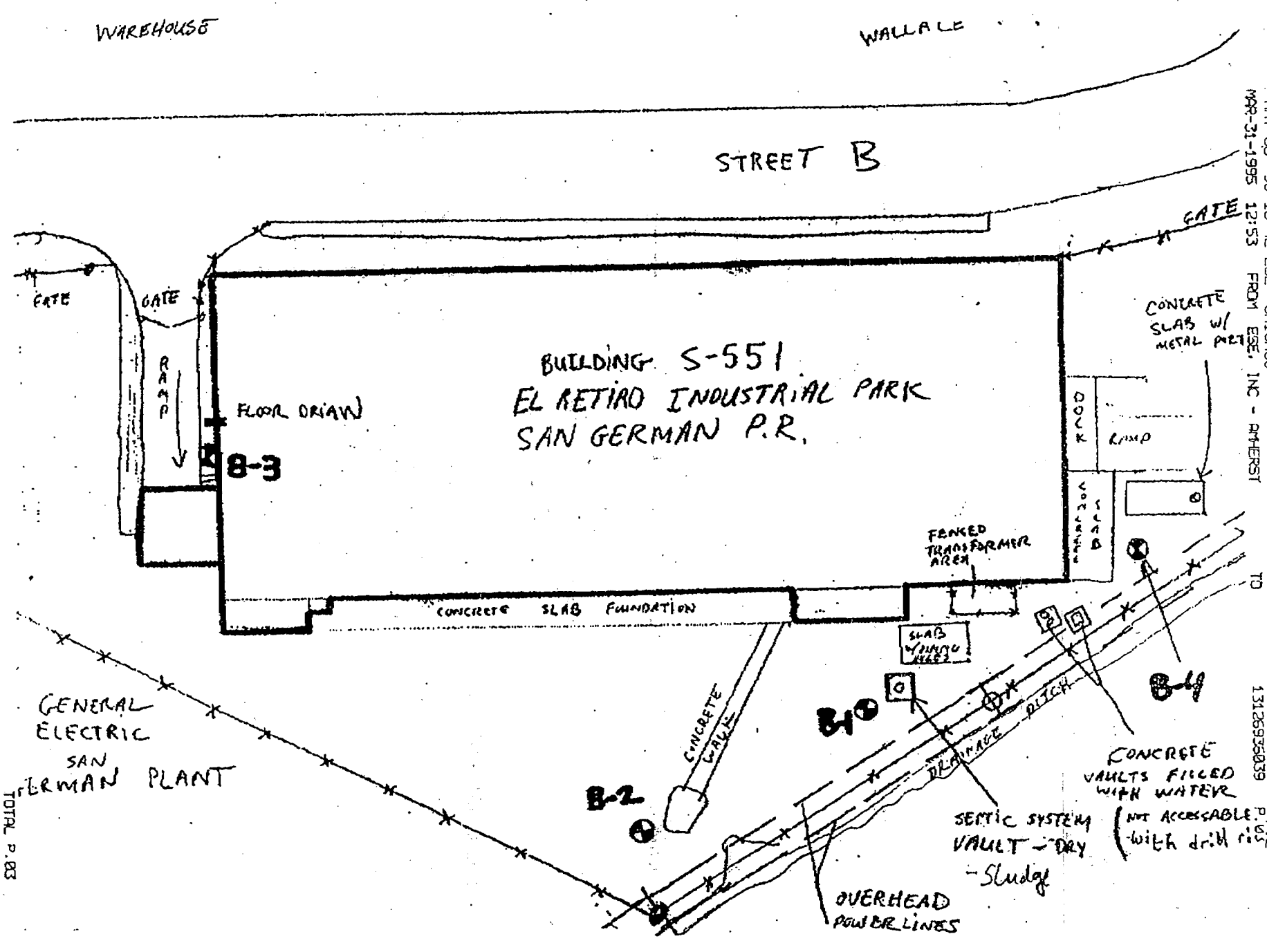
ADDITIONAL MESSAGE:

Pete - Re Fax of 4/19/95 + Analytical tbl.
I will send up a written proposal as soon
as I can for "benchmark" study

JR Nardozzi

If you have questions, please call us immediately at (312) 693-6030.

5440 N. Cumberland Avenue, Suite 111 Chicago, Illinois 60656 Phone (312) 693-6030 Fax (312) 693-6039


WAREHOUSE
WALLACE
STREET B
GATE
GATE
GATE
RAMP
FLOOR DRAIN
B-3
BUILDING S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN P.R.
CONCRETE SLAB W/ METAL PORT
DOCK
RAMP
CONCRETE SLAB
FENCED TRANSFORMER AREA
CONCRETE SLAB FOUNDATION
SLAB W/OUTING HOLES
CONCRETE WALK
B-1
B-2
B-4
DRAINAGE DITCH
CONCRETE VAULTS FILLED WITH WATER
(NOT ACCESSABLE with drill rig)
SEPTIC SYSTEM VAULT - DRY - Sludge
OVERHEAD POWER LINES
GENERAL ELECTRIC SAN GERMAN PLANT

(63T

Environmental Science & Engineering 04/18/95 STATUS :FINAL PAGE 1
PROJECT NUMBER 591-5110 PROJECT NAME ESE/AMHERST-MENASHA CORP/PHASE II
FIELD GROUP 20866 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:		B-1	B-2	B-3	B-4	
ESE FIELD GROUP:		20866	20866	20866	20866	
ESE SEQUENCE #:		1	2	3	4	
DATE COLLECTED:		03/29/95	03/29/95	03/29/95	03/29/95	
TIME COLLECTED:		10:40	12:20	13:45	14:40	
PARAMETERS	UNITS	METHOD				
VOLATILE ORGANIC COMPOUNDS						
Chloromethane	UG/KG-DRY	8240	<17	<15	<12	<14	
Bromomethane	UG/KG-DRY	8240	<17	<15	<12	<14	
Vinyl Chloride	UG/KG-DRY	8240	89	<15	<12	<14	10
Chloroethane	UG/KG-DRY	8240	<17	<15	<12	<14	
Methylene Chloride	UG/KG-DRY	8240	12	13	<6	9	60
Acetone	UG/KG-DRY	8240	<17	<15	<12	<14	
Carbon Disulfide	UG/KG-DRY	8240	<8	<8	<6	<7	
1,1-Dichloroethene	UG/KG-DRY	8240	<8	<8	<6	<7	
1,1-Dichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7	
trans-1,2-Dichloroethene	UG/KG-DRY	8240	35	<8	<6	<7	500
Chloroform	UG/KG-DRY	8240	<8	<8	<6	<7	
1,2-Dichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7	
2-Butanone	UG/KG-DRY	8240	<17	<15	<12	<14	
1,1,1-Trichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7	
Carbon Tetrachloride	UG/KG-DRY	8240	<8	<8	<6	<7	
Vinyl Acetate	UG/KG-DRY	8240	<17	<15	<12	<14	
Bromodichloromethane	UG/KG-DRY	8240	<8	<8	<6	<7	
1,2-Dichloropropane	UG/KG-DRY	8240	<8	<8	<6	<7	
cis-1,3-Dichloropropene	UG/KG-DRY	8240	<8	<8	<6	<7	
Trichloroethene	UG/KG-DRY	8240	1400	99	<6	<7	25
Dibromochloromethane	UG/KG-DRY	8240	<8	<8	<6	<7	
1,1,2-Trichloroethane	UG/KG-DRY	8240	<8	<8	<6	<7	
Benzene	UG/KG-DRY	8240	<8	<8	<6	<7	
trans-1,3-Dichloropropene	UG/KG-DRY	8240	<8	<8	<6	<7	
Bromoform	UG/KG-DRY	8240	<8	<8	<6	<7	
4-Methyl-2-pentanone	UG/KG-DRY	8240	<17	<15	<12	<14	
2-Hexanone	UG/KG-DRY	8240	<17	<15	<12	<14	
Tetrachloroethene	UG/KG-DRY	8240	<8	8	<6	<7	25
1,1,2,2-Tetrachloroethane	UG/KG-DRY	8240	<8	<8	<6	<7	
Toluene	UG/KG-DRY	8240	<8	<8	<6	<7	

A VALUE OF <7 MEANS THE LOWER LIMIT OF DETECTION WAS 7 PARTS PER BILLION AND SO THIS IS BASICALLY A "NON-DETECT." 5

8901 North Industrial Road Peoria, IL 61615 Phone (309) 692-4422 (800) 234-1239 Fax (309) 692-5232

Environmental Science & Engineering 04/18/95 STATUS :FINAL PAGE 2
PROJECT NUMBER 591-5110 PROJECT NAME ESE/AMHERST-MENASHA CORP/PHASE II
FIELD GROUP 20866 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:			B-1	B-2	B-3	B-4	
ESE FIELD GROUP:			20866	20866	20866	20866	
ESE SEQUENCE #:			1	2	3	4	
DATE COLLECTED:			03/29/95	03/29/95	03/29/95	03/29/95	
TIME COLLECTED:			10:40	12:20	13:45	14:40	
PARAMETERS	UNITS	METHOD					
Chlorobenzene	UG/KG-DRY	8240	<8	<8	<6	<7	
Ethylbenzene	UG/KG-DRY	8240	<8	<8	<6	<7	
Styrene	UG/KG-DRY	8240	<8	<8	<6	<7	
Xylenes (total)	UG/KG-DRY	8240	<8	<8	<6	<7	
cis-1,2-Dichloroethene	UG/KG-DRY	8240	2200	110	19	16	200
TPH							
TPH, as diesel	MG/KG-DRY	8015/MOD	<17	<15	<12	<14	No Problem
TPH, as gasoline	MG/KG-DRY	8015/MOD	<17	<15	<12	<14	
TPH, as jet fuel	MG/KG-DRY	8015/MOD	<17	<15	<12	<14	
TPH, as unidentified hydrocarbon	MG/KG-DRY	8015/MOD	<17	<15	<12	<14	
PCBs							
Aroclor-1016	UG/KG-DRY	8080	<130	<120	<92	<110	No Problem
Aroclor-1221	UG/KG-DRY	8080	<130	<120	<92	<110	
Aroclor-1232	UG/KG-DRY	8080	<130	<120	<92	<110	
Aroclor-1242	UG/KG-DRY	8080	<130	<120	<92	<110	
Aroclor-1248	UG/KG-DRY	8080	<130	<120	<92	<110	
Aroclor-1254	UG/KG-DRY	8080	<270	<240	<180	<220	
Aroclor-1260	UG/KG-DRY	8080	<270	<240	<180	<220	
METALS			THESE VALUES ARE PARTS PER MILLION				
Arsenic	MG/KG-DRY	SW846	2.59	2.15	4.31	2.03	1-50
Barium	MG/KG-DRY	SW846	63.2	33.6	49.7	60.5	100-3,000
Cadmium	MG/KG-DRY	6010	<0.833	<0.762	<0.578	<0.691	—
Chromium	MG/KG-DRY	6010	2170	1720	99.2	1190	1-1,000
Lead	MG/KG-DRY	6010	8.47	<7.62	7.17	<6.91	2-200
Mercury	MG/KG-DRY	7471	<0.167	0.160	<0.116	0.217	0.01-0.3
Selenium	MG/KG-DRY	7740	<0.833	<0.762	<0.578	<0.691	—
Silver	MG/KG-DRY	7740	<1.67	<1.52	<1.16	<1.38	—
Moisture	%	160.3	40.0	34.4	13.5	27.6	

8901 North Industrial Road Peoria, IL 61615 Phone (309) 692-4422 (800) 234-1239 Fax (309) 692-5232

Table 1

SUMMARY OF SOIL SAMPLE RESULTS
BUILDING S-551 - PARQUE INDUSTRIAL EL RETIRO
SAN GERMAN, PUERTO RICO

Soil Boring No.	S1	S2	S3	S4	Maximum Contaminant Level (MCL)	Typical Concentrations in Natural Soils[1]
Telemeter / Sample Interval (Ft.)	9-11	9-11	9-11	14-16		
VOLATILE ORGANIC COMPOUNDS	Micrograms per Kilogram (µg/kg)					
Vinyl Chloride	89	ND	ND	ND	2.0	
Methylene Chloride	12	13	ND	ND		
Trans-1,2-Dichloroethene	35	ND	ND	ND		
Trichloroethene	1,400	99	ND	ND	5	
Tetrachloroethene	ND	8	ND	ND	5	
Cis-1,2-Dichloroethene	2,200	110	10	16	70	
METALS	Milligrams per Kilograms (mg/kg)					
Arsenic	2.59	2.15	4.31	2.03	50	Range: 1 - 50; Average = 5
Barium	63.2	33.8	49.7	60.5	2,000	Range: 100 - 3,000 Average = 430
Chromium	2,170	1,720	99.2	1,190	100	Range: 1 - 1,000 Average = 100
Lead	8.47	ND	7.17	ND	15	Range: 2 - 200 Average = 10
Mercury	ND	0.160	ND	0.217	2	Range: 0.01 - 0.3 Average = 0.03

All SAMPLES COLLECTED ON 3/29/95
ND = Non Detect

[1]Adapted from Hazardous Waste Land Treatment, U.S. EPA, SW-874 (April, 1983).

Environmental
Science &
Engineering, Inc.
A GILDCORP Company

May 9, 1995

Mr. Peter E. DeRossi
Corporate Environmental Manager
Menasha Corporation
P.O. Box 367
Neenah, WI 54957

Subject: Benchmark Subsurface Investigation
Building S-551
San German, Puerto Rico

Dear Mr. DeRossi

Environmental Science & Engineering, Inc. (ESE) is pleased to submit this proposal to perform a Phase II environmental site assessment program at the subject property. The purpose of this assessment is to benchmark the subsurface environmental conditions at the site with respect to potential contamination resulting from past uses of the facility. This investigation is in follow-up to the limited Phase II investigation conducted by ESE in March 1995 which detected volatile organic compounds (VOC's) and metals in selected borings on the property.

Please contact us if you have any questions or need additional information.

Sincerely,

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.

John M. Nardozzi

John M. Nardozzi, P.E.
Senior Project Manager

pc: Russell Boesch - ESE Amherst
Steve Fluet - ESE Amherst

JMN/jcm
559-5999.0138
95050902.PRO

5440 North Cumberland Avenue, Suite 111 Chicago, IL 60656 Phone (312) 693-6030 Fax (312) 693-6039

BENCHMARK SUBSURFACE INVESTIGATION
Building S-551
San German, Puerto Rico

Prepared for:
Mr. Peter E. DeRossi
Corporate Environmental Manager
Menasha Corporation
P.O. Box 367
Neenah, WI 54957

Prepared by:
Environmental Science & Engineering, Inc.
5440 N. Cumberland Avenue, Suite 111
Chicago, Illinois 60656

May 1995

ESE Proposal No. 55-95999-0138

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1.0 Introduction

Environmental Science & Engineering, Inc. (ESE) is pleased to submit this proposal to perform a subsurface environmental investigation at the Building S-551 property, Parque Industrial El Retiro, San German, Puerto Rico. This proposal is submitted in response to your verbal request of May 8, 1995 and is intended to follow up on the limited Phase II Environmental Site Assessment performed by ESE at the site in March 1995.

2.0 Scope of Services

ESE proposes to complete the following scope of services to assess soil and groundwater conditions at the site.

2.1 Project Management and On-site Supervision

2.1.1 ESE will retain a local drilling firm to drill environmental soil borings and install monitoring wells. Drilling costs are based on quotations received from Caribbean Soil Testing Co. Inc., San Juan, Puerto Rico.

2.1.2 Prior to commencing work on the site, a Health and Safety Plan will be developed for ESE personnel to address personal protection, decontamination, and other health and safety issues. The plan will consider conditions relevant to the site and will be reviewed by ESE's Health and Safety Officer. ESE employees working on the site will have completed the OSHA 40-hour hazardous materials operations and safety training required by 29 CFR 1910.120.

2.1.3 ESE will provide technical oversight during the drilling of the soil borings. Technical oversight will consist of collecting samples, monitoring drilling returns with a photoionization detector (PID), classifying soils, and providing oversight to the driller. The PID meter is used to provide on-site field screening for volatile organic vapors.

2.2 Soil Borings

2.2.1 ESE will direct driller to drill a total of ten to twelve soil borings. The estimated depth of each boring is 15 to 20 feet. Borings will be located across the approximate 80,000 square foot parcel to obtain data relative to the overall environmental condition of subsurface soils and groundwater. A slightly higher concentration of borings will be positioned along the drainage ditch to the rear of the facility based on the results of the limited Phase II investigation.

2.2.2 ESE will collect headspace samples for on-site field screening of volatile organic compounds in the soils. The headspace procedure will consist of placing a small volume of the sample in a "clean" sample jar. The jar will be sealed by placing a piece of aluminum foil over the mouth and placing the lid on the jar. The headspace sample will then remain undisturbed for approximately 30 minutes to allow the compound vapors to come to equilibrium with the air in the jar. The sample will be screened by inserting the tip of the PID through the aluminum foil and recording the highest PID response.

2.2.3 ESE will direct driller to decontaminate the auger and sampling equipment between each boring to assist in preventing cross contamination of borings. ESE will also direct driller to decontaminate the split-barrel sampler prior to collection of each sample. ESE will decontaminate its own sampling equipment prior to collection of each sample. The decontamination procedure used for sampling equipment will consist of Alconox wash, tap water rinse and final distilled water rinse.

2.3 Monitoring Wells

2.3.1 Monitoring Well Installation and Development

ESE will direct driller to convert four of the soil borings to monitoring wells to a depth between approximately 10 to 15 feet below ground surface. Actual depth of the monitoring wells will be determined in the field based on field observations.

Monitoring wells will be constructed with 2-inch outside diameter PVC well screens, sand filter packs surrounding the well screen, bentonite seals above the screened interval, and PVC riser pipe, grouted to the surface and flush mounted with cement.

After allowing the grout seals to set overnight, each well will be developed by purging a minimum of five well volumes from the wells. The wells will then be allowed to set for short period prior to sampling to allow a minimum amount of time for groundwater to reach equilibrium within the wells.

2.3.2 Groundwater Sampling

ESE will collect one groundwater sample from each monitoring well to assess groundwater conditions. Prior to the collection of the groundwater samples, the wells will be purged to remove a minimum of three well volumes of water to ensure that the samples collected are representative of the actual conditions. The groundwater samples will be collected immediately after the wells have recharged with a sufficient volume of water to allow for the collection of the samples.

3.0 Laboratory Analysis

3.1 Soil Sample Analysis

Two samples from each soil boring will be submitted for laboratory analysis. The soil sample from each boring exhibiting the highest PID headspace response will be analyzed for volatile organic compounds (VOCs), Total Petroleum Hydrocarbons (TPH), PCBs and 8 RCRA Metals. In addition, at each boring location the second sample will be collected from the surficial soils (0-2 foot interval) and will be analyzed for PCBs and 8 RCRA metals. The soil samples will be placed in a cooler on ice until they can be shipped via overnight service to ESE's laboratory in Peoria, Illinois for analysis. Proper Chain-of-Custody procedures will be followed.

3.2 Groundwater Sample Analysis

One groundwater sample from each monitoring well will be submitted for laboratory analysis. Groundwater samples will be analyzed for volatile organic compounds (VOCs), Total Petroleum Hydrocarbons (TPH), PCBs and 8 RCRA Metals. The groundwater samples will be shipped via overnight courier to ESE's laboratory in Peoria, Illinois.

4.0 Data Interpretation and Letter Report

Upon completion of the subsurface investigation, ESE will prepare a letter report. The report will include an overview of the work performed, field observations, analytical results, conclusions, and recommendations. ESE will submit three copies of the subsurface investigation report to Menasha Corporation.

5.0 Cost Proposal

ESE will perform the soil assessment program in accordance with the following estimated costs:

5.1 Project Management

Includes preparation of Health and Safety Plan, planning of field efforts, subcontractor coordination and project management services.

$1,900.00

5.2 Field Investigation Services

Includes sample collection, field oversight, drilling services (subcontracted), equipment and supplies, travel and lodging expenses.

$17,300.00

5.3 Analytical Services

Soil Samples (12)	$8,800.00
Groundwater Samples (4)	$1,760.00

5.4 Data Interpretation and Report

$4,650.00

TOTAL NOT TO EXCEED COST **$34,410.00**

Any estimates furnished by ESE of the cost of providing professional services under this Agreement are its judgement based upon conditions known at the time the estimated was prepared. The final cost of such work will be dependent on when the work commences, the receipt of timely decisions from Menasha Corporation actual field conditions uncovered, the ability of any contractor to perform its work in a proper and timely fashion and other factors over which ESE has no control.

In the event that concealed conditions are encountered by ESE which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Basic Fee shall be equitably adjusted.

6.0 Basis for Proposal

The proposed scope of work, schedule and cost estimate are based on information provided by the Menasha Corporation and the following assumptions:

- Menasha Corporation will identify a primary facility contact to furnish logistical support.
- ESE assumes that Menasha Corporation will obtain authorization to conduct soil borings on the SITE.
- Costs associated with liaison with regulatory agency personnel and/or consultation beyond the preparation of the report are beyond the scope of services presented herein. Such services can be provided at additional cost if necessary and authorized by Menasha Corporation.
- Analytical costs are based on standard two week turnaround time.
- Menasha Corporation will provide ESE with the necessary information, i.e. drawings, specification, blueprints, etc. to construct an accurate base map.
- Soil investigation estimates are based on normal soil conditions. In the event any underground structures, poles, cables, conduit, catch basins, manholes, rock, sludge, water, running sand, sewers, drain tiles, etc. are encountered, removed or destroyed during the normal performance of a contract, ESE shall not be held responsible for such damage. Restoration of this damage will be made by ESE at Menasha Corporation expense if ESE is so directed. Any additional cost incurred by the appearance of abnormal soil conditions or subsurface installation of the sort above mentioned, including rock or slag formations, shall be paid by Menasha Corporation in addition to the price quoted.
- If it becomes necessary for ESE to abandon the site of excavation for reasons beyond the control of ESE, any expenses incurred for work performed and additional work necessary to complete the contract if performed by others shall be borne by Quality Control Corporation. Such expense shall be based on the existing rate scale for labor and materials plus customary mark-up on cost plus contracts.

- Proposal costs do not include any asphalt, concrete, sod or shrubbery replacement.

- Proposal costs are based on a maximum of four days of field effort for drilling of soil borings and installation of monitoring wells. It is assumed that groundwater samples can be collected within approximately 24 hours after completion of well development.

- Menasha Corporation will be responsible for any reporting of the results of the soil assessment efforts to appropriate government agencies.

- A Level D Health and Safety Program will be adhered to by all ESE personnel and subcontractors. If Level C or other conditions are determined necessary by ESE personnel, additional charges will apply to the field efforts.

- The development of a remedial action plan, cost estimates for remediation of impacted soils or other services associated with the potential clean up of the area of concern is beyond the scope of this proposal.

7.0 Terms and Conditions

ESE will perform the services described herein in accordance with the terms and conditions of the attached Site Assessment Short Form Contract. Compensation will be on a time and expense basis in accordance with ESE's standard rate schedule E-8.

ESE will proceed with the work upon receipt of an executed copy of the short form contract.

This cost proposal is valid for a period of 30 days.

Environmental Science & Engineering, Inc.

Site Assessment
Short Form Contract
Valid for Site Assessment Services Only
Not Valid for Services in Excess of $25,000

Environmental Science & Engineering, Inc.
5440 N. Cumberland, Suite 111
Chicago, Illinois 60656

To Client (Show Street Address and Zip Code)
Menasha Corporation
P.O. Box 367
Neenah, WI 54957

Date May 9, 1995

Page 1 of 1

1. Site Name, Full Address:
Perform Benchmark Subsurface Investigation at Building S-551 property, Parque Industrial El Retiro, San German, Puerto Rico, in accordance with ESE Proposal No. 559-5999.0138.

Price (Check Appropriate box)

☐ Fixed Price
$ _____

2. Scope of Work:

ESE Proposal No. 559-5999.0138

☒ Time and Materials
Not To Exceed
$ 34,410.00

3. Documents Incorporated by Reference:

Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments, the conditions printed on the reverse side and all documents incorporated by reference. Terms of Payment: 0 % upon signature of Contract. Invoices net 30 days from date of invoice; interest at 1.5%/month or the highest rate allowed by law applied to all overdue balances beginning 30 days from date of invoice.

This Site Assessment Short Form Contract is subject to the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.

Authorized: (Client Name)	Accepted:
Menasha Corporation	Environmental Science & Engineering, Inc.
By: _____	By: _____
Name: _____	Name: Stephen M. Linnemann, Associate Vice President

ESE form CHI6 4/92

Terms and Conditions

1. Authorization of Work: This Contract by itself authorizes no work. Work will be authorized only by Work Orders containing scope, schedule, price and other details of the services to be performed by ESE. Work Orders will reference this Contract and are not valid until signed by both Client and ESE.

2. Method of Payment: Unless otherwise agreed, ESE will invoice Client once a month or upon completion of the Services, whichever occurs first. Invoices will be due upon receipt. Any unpaid charges will draw interest at the lesser of 1.5% per month or the highest rate allowed by law, commencing 30 days after date of invoice. Client shall notify ESE in writing of any disputed amount within 30 days after date of invoice; otherwise all invoice charges are agreed to be acceptable. Should it be necessary for ESE to initiate collection procedures for unpaid charges, the cost of such procedures will be added to the amount due ESE from Client. Fixed price contracts will be invoiced on a percent complete basis.

3. Permit Assistance: Client shall assist ESE in obtaining all necessary governmental permits and/or approvals required for the performance of the Services under this Agreement. ESE's obligations hereunder are specifically subject to the issuance of all such permits and/or approvals.

4. Standard of Care: The Services will be performed for the exclusive benefit of Client. The Services shall be conducted by ESE consistent with that level of care and skill ordinarily exercised by environmental consultants in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, ESE MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ESE TO CLIENT.

5. Site Assessment Report: CLIENT ACKNOWLEDGES THAT ALL SITE ASSESSMENT REPORTS PREPARED BY ESE HEREUNDER ARE PREPARED FOR THE EXCLUSIVE USE OF CLIENT AND NO OTHER PERSON OR ENTITY. Site assessment reports shall become Client's property upon final payment for the Services. ESE shall retain copies of all site assessment reports for its files. Any site assessment report prepared by ESE may be delivered by Client to a third party, provided that ESE shall have no liability to (i) Client with respect to any results or information contained therein to the extent affected by changed or new circumstances occurring after the date such site assessment was performed, or (ii) such third party with respect to the information contained in the site assessment report. Client agrees to indemnify and hold ESE harmless from and against any and all claims, damages, losses and expenses, including attorneys' fees, which arise out of Client's delivery of a site assessment report to a third party.

6. Recognition of Risk: Client acknowledges the risks that (i) investigations may disclose the presence of existing, uncontrolled hazardous or toxic substances, pollutants and contaminants, or other waste materials ("Waste Materials") at the Site; (ii) the presence of such uncontrolled Waste Materials at the Site may require disclosure to appropriate regulatory agencies by Client; (iii) site conditions can vary with time from those encountered during the initial Site investigations; and (iv) although often times necessary to perform the Services, commonly used exploration methods (e.g., drilling or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and water by existing, uncontrolled Waste Materials through no fault of ESE. The performance of the Services by ESE will be subject to the above risks and factors. Client further acknowledges that subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to a subsurface water-bearing strata not previously contaminated and capable of spreading Waste Materials off-site. Client waives any claim against ESE, and agrees to indemnify an hold ESE harmless from and against any and all claims, damages, losses and expenses, including attorney's fees, which may arise as a result of alleged cross-contamination caused by sampling.

7. Limitation of ESE's Liability to Client: Except for circumstances caused by the willful misconduct of ESE, all claims for damages asserted against ESE by Client, including claims against ESE's directors, officers, shareholders, employees and agents, are limited to the greater of (i) $25,000; or (ii) the total dollar value of this Contract. ESE is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of ESE's performance or nonperformance of the Services. Any claim shall be deemed waived unless made by Client in writing and received by ESE within one (1) year after completion of the Services.

8. Client's Indemnification: Client shall indemnify and hold harmless ESE, and its shareholders, directors, officers, employees and agents against all claims, damages, losses and expenses, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) a release of Waste Materials relating to the condition of the Site prior to the commencement of the Services by ESE, (ii) the negligent acts or omissions of Client, Client's employees, agents and subcontractors, or (iii) Client's breach of this Contract.

9. Representations of Client: Client warrants and represents to ESE that (i) all information known by Client regarding the environmental condition of the Site or any Waste Materials located thereon has been disclosed to ESE, and (ii) Client shall provide ESE all other information which is or becomes known to Client which may be reasonable and/or necessary for completion of the Services by ESE.

10. Limitation on the Scope of the Services: Client acknowledges that ESE has had no role in generating, treating, storing or disposing of Waste Materials which may be present at the Site. Any Waste Materials encountered at the Site by ESE shall at no time become the property of ESE. Nothing contained within this Contract shall be interpreted as requiring ESE to assume the status of a generator, or a storage, treatment or disposal facility as those terms are defined by the Resource Conservation and Recovery Act of 1976 ("RCRA"), or any state statute or regulation governing the generation, treatment, storage or disposal of hazardous waste or solid waste. Under RCRA and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), and the regulations thereunder, the generator of the Waste Materials has the ultimate legal liability for the evaluation and "selection" of the proper disposal site for its Waste Materials. ESE shall not be responsible for the transport, treatment, storage or disposal of any Waste Materials located at the Site. Arrangements for the treatment, storage, transport or disposal of any Waste Materials, which may be made by ESE, shall be construed as being made solely and exclusively on Client's behalf for Client's benefit and Client shall indemnify and hold harmless ESE from and against any and all claims, damages, losses, liability and expenses, including attorney's fees, which arise out of any release or threatened release of Waste Materials, or the generation, treatment, storage, transport or disposal of Waste Materials.

11. Force Majeure: Neither party shall be responsible for damages of delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

12. Utilities: Client shall be responsible for the proper identification of all utility lines and subterranean structures at the Site. At the request of Client, ESE will contact a local utility location service to assist in the identification of utility lines. Client agrees to waive any claim against ESE and to defend, indemnify and hold ESE harmless from and against any claims, damages, losses and expenses including attorney's fees, arising out of or resulting from any damage to utilities or subterranean structures caused by ESE or its subcontractors that were not correctly identified as being located at the Site.

13. Termination: This Contract may be terminated by either party upon thirty (30) days written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within thirty (30) days of termination, compensate ESE for costs incurred up to the time of termination, as well as those associated with termination and post-termination activities.

14. Site Access and Control: Client grants a right of entry to the Site to ESE, its employees, agents and subcontractors, to perform the Services. If Client does not own the Site, Client warrants that it has the permission of the owner of the Site to grant this right of entry to ESE. If, in order to perform the Services, ESE damages or alters a Site owned by a third party, Client agrees to pay the cost of restoring the Site to its condition prior to the performance of the Services. Client is now and shall remain in control of the Site at all times. ESE shall have no liability for any condition of the Site, now existing or hereafter arising or discovered. ESE does not, by its entry into the Site, or the performance of the Services, assume any responsibilities or liability with respect to the Site. ESE does not undertake to report to any governmental agency, any conditions existing at the Site which may present a potential danger to public health, safety or the environment. Client shall timely notify each appropriate governmental agency, as required by law, of the existence of any condition at the Site which may present a potential danger to public health, safety or the environment.

15. Entire Contract: This Contract constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Contract may be amended only by written instrument signed by each party.

16. Precedence: This Contract shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services.

17. Survival: All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and ESE shall survive the completion of Services hereunder and the termination of this Contract.

18. Equal Employment Opportunity: If Client is required by law to obtain a pledge of compliance from ESE in its performance of the Services under this Contract, ESE agrees to comply with the Equal Employment Opportunity and Affirmative Action Requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and/or the Vietnam Era Veterans' Readjustment Act of 1974.

19. Governing Law: This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.

PROFESSIONAL FEE SCHEDULE

SCHEDULE E-8

Employee Category	Rate Per Hour
Project Professional	$ 85.00
Drilling/Survey Manager	$ 80.00
Senior Staff Professional	$ 75.00
Staff Professional	$ 60.00
Chief Technician*	$ 60.00
Senior Technician*	$ 55.00
Administrative & Technical Support	$ 55.00
Technical Editor	$ 50.00
Computer Programmer-Analyst*	$ 45.00
Graphic Artist-Cartographer-Drafter*	$ 45.00
Technician-Driller-Surveyor*	$ 40.00
Word Processor*	$ 35.00
Principal Professional	$135.00
Chief Professional	$125.00
Senior Professional	$120.00
Senior Project Professional	$105.00

* Certain employees within these categories are non-exempt under the FLSA. Such employees will be charged at 1.5 times the established rate for time expended in excess of 40 hours in any one week.

The above rates include all direct, indirect cost and profit except for reimbursables. Reimbursable expenses shall mean the actual expense of transportation and subsistence of employees, subconsultant and subcontractor fees, toll telephone calls, reproduction of reports and other project-related materials, expendable supplies used directly on the project, computer charges, equipment and laboratory analysis fees and similar project-related items. A fifteen percent (15%) processing fee will be applied to all reimbursable expenses.

Effective Through June 30, 1995

Environmental
Science &
Engineering, Inc.
A CILCORP Company

July 26, 1995

Mr. Peter DeRossi
Corporate Environmental Manager
Menasha Corporation
1645 Bergstrom Road
Neenah, WI 54957

RE: Benchmark Subsurface Investigation
Building S-551
San German, Puerto Rico

Dear Mr. DeRossi:

Environmental Science & Engineering, Inc. is pleased to submit this Benchmark Subsurface Investigation Report for the Building S-551 property located in San German, Puerto Rico.

Should you have any questions concerning this investigation, please do not hesitate to contact me.

Sincerely,

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.

Stephen Fluet for John Nardozzi

John M. Nardozzi, P.E.
Senior Project Manager

pc: Stephen Fluet-ESE-Amherst

Amherst, New Hampshire 03031 Phone (603) 672-9511 Fax (603) 672-9014

BENCHMARK SUBSURFACE INVESTIGATION BUILDING S-551 SAN GERMAN, PUERTO RICO

Prepared for:
Menasha Corporation
1645 Bergstrom Road
Neenah, Wisconsin 54956

Prepared by:
Environmental Science & Engineering, Inc.
Chicago, Illinois
Amherst, New Hampshire

July 1995

ESE Project No. 5595023.5102

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1.0 Introduction

Environmental Science and Engineering, Inc. (ESE) was retained by Menasha Corporation to perform a Phase I and a Phase II Limited Environmental Site Assessment (ESA) for the property known as Building S-551 located within the El Retiro Industrial Park in San German, Puerto Rico. The property consists of one building occupying approximately 37,900 square feet on a parcel of 80,000 square feet. The building consists of a single-story steel and concrete structure on a concrete slab. The property has been vacant for approximately eight years but has been maintained by the Fomento Industrial Company of Puerto Rico. The last known tenant on the property was Digital Equipment Corporation (DEC). No information concerning specific DEC operations on site was obtained during the Phase I investigation. The Phase I investigation did identify potential environmental concerns: specifically the lack of information concerning past operations, three concrete vaults located at the northeast corner of the facility and a floor drain located at the southwest end of the facility. As a result, ESE recommended and subsequently performed a Limited Phase II investigation to determine the conditions of soils in the vicinity of the vaults and floor drain and to determine if hazardous materials had been disposed of improperly at these locations.

The Limited Phase II investigation, conducted in March, 1995, consisted of the advancement of four soil borings in the vicinity of the areas of concern identified during the Phase I ESA. One soil sample from each boring was submitted for laboratory analysis based on field screening and visual observations. The Limited Phase II investigation identified the presence of several volatile organic compounds (VOCs) at all of the sample locations with the highest concentrations detected at the borings located in the vicinity of the former septic system. In addition, chromium was detected at significant concentrations in the borings advanced in the vicinity of the septic system compared to a sample collected from an assumed upgradient location. The Limited Phase II investigation identified the presence of several contaminants on the subject property but was very limited in scope. ESE recommended that additional investigation be conducted to determine the nature and extent of the contaminants identified across the entire parcel and to determine if groundwater on the subject site had been impacted by the past operations conducted at the Building S-551 property.

1.1 Scope of Work

The original scope of the Benchmark Subsurface Investigation was designed to determine the nature and extent of contaminants in soils and groundwater prior to the Menasha Corporation's agreement to lease the subject facility. The original scope consisted of the following tasks:

- A total of ten to twelve soil borings were to be advanced at locations throughout the 80,000 square foot parcel to obtain data relative to the overall environmental condition of subsurface soils and groundwater on the subject site.

- The borings were to be advanced using hollow stem auger techniques with soil samples collected using a split-spoon sampler at ground surface and five foot depth intervals to a depth of 20 feet. The soil samples were screened using a photoioization detector (PID) to determine the presence of total VOCs.

- At each boring location the sample collected from the 0 to 2 foot depth interval was to be submitted for laboratory analysis of PCBs and 8 RCRA Metals. In addition, the soil sample exhibiting the highest PID reading from each boring was to be submitted for laboratory analysis of VOCs, Total Petroleum Hydrocarbons (TPH), PCBs, and 8 RCRA Metals

- A total of four groundwater monitoring wells were to be installed in four of the boring locations. The wells were to be constructed of 2-inch diameter PVC with standard monitoring well construction.

- Upon completion of well development and after a brief equilibrium period, groundwater samples were to be collected for laboratory analysis. The samples were to be sampled and analyzed for VOCs, TPH, PCBs, and 8 RCRA Metals. A relative elevation survey of the completed monitoring wells was to be conducted to determine groundwater elevations and local groundwater flow direction.

At the commencement of the Benchmark Subsurface Investigation, representatives for the property owners, Fomento Industrial Company of Puerto Rico, were on site to provide access and to discuss the scope of the investigation. Representatives from the Fomento Company, Victor Vega Santiago and Igdalie Rodriquez stated that monitoring well installation would not be allowed on the Building

S-551 property or at any location in the vicinity of the subject property. The Fomento Company would allow the advancement of soil borings and the collection of soils for laboratory analysis to be conducted on the Building S-551 property. A meeting was held in the office of the local contact, Oscar Diaz, of the Insertco Company. After discussion of the proposed operations with the interested parties and legal counsel, it was agreed that the investigation would be conducted without the installation of groundwater monitoring wells. Additionally, it was agreed that a surface water sample and a sediment sample be collected from the drainage ditch located at the rear of the Building S-551 property. Accordingly the revised scope of the Benchmark Subsurface Investigation consisted of the following tasks:

- A total of ten soil borings were advanced at locations throughout the 80,000 square foot parcel using hollow stem auger techniques. Soil samples were collected using a split-spoon sampler at ground surface and at five foot intervals thereafter. The soil samples were screened using a PID to determine the presence of total VOCs.

- At each boring location a sample was collected at the 0-2' depth interval and submitted for laboratory analysis of PCBs and 8 RCRA Metals. In addition, the soil sample exhibiting the highest PID reading from each boring was submitted for laboratory analysis of VOCs using EPA Method 8240, PCBs using EPA Method 8080, TPH using EPA Method 8015/mod, and 8 RCRA Metals. Additional laboratory analysis was performed on selected samples to determine if chromium was present as hexavalent [chromium (VI)] or trivalent [chromium (III)].

- A surface water sample and a sediment sample was collected at the discharge point of the 24-inch drainage line which is located at the rear of the Building S-551 property. The sediment sample was collected using a hand trowel at a depth ranging from 0 to 6 inches below the bottom of the drainage ditch. The surface water sample and the sediment sample were submitted for laboratory analysis of VOCs, TPH, PCBs, and 8 RCRA Metals.

- ESE technical personnel provided oversight during the drilling operations and collected, screened and classified soils. ESE also supervised and conducted proper decontamination procedures of drilling and sampling equipment. All field operations were conducted in accordance with an approved Health and Safety Plan.

- Preparation of this letter report to document the work performed, field conditions and observations, analytical results, and to provide conclusions and recommendations.

2.0 Site Information

The property known as Building S-551, located within the El Retiro Industrial Park, San German, Puerto Rico has been vacant for approximately eight years. The property and facility have been maintained by the present owner, the Fomento Industrial Company of Puerto Rico. The building occupies approximately 37,900 square feet on a parcel consisting of 80,000 square feet. The northern portion of the property consists of a parking area and loading dock area. The southern portion of the property consists of a grass area with a single loading dock. The eastern perimeter of the property consists of a grassy area and is separated from the abutting properties by a chain link fence and a drainage ditch. A concrete slab with piping holes remains at the rear of the facility. A concrete sidewalk extends diagonally from the building near the concrete slab. Three concrete vaults are located in the vicinity of the northeast corner of the facility and a floor drain discharge is located at the southern end of the facility. Two of the concrete vaults appear to be associated with the roof drainage system and contained significant amounts of standing water during inspections performed in March and June of 1995. The third concrete vault was dry upon inspection; however, the vault contained what appeared to be dried sludge and evidence of sanitary wastes. A Site Location Map and a Site Vicinity Map are provided as Figures 1 and 2, respectively.

Information provided in the Phase I investigation reveals that the area is serviced by the Puerto Rico Aqueduct and Sewer Authority (PRASA), however, no information confirming whether Building S-551 was ever connected to the municipal sewer system was obtained from the present owner, Fomento Industrial Company of Puerto Rico. Victor Vega Santiago of the Fomento Industrial Company of Puerto Rico was contacted to provide documentation detailing when the subject property was connected to the municipal sewerage system. Senior Vega could not provide documentation on the actual date of connection, however, he did state that the facility was connected along with the entire industrial park when municipal sewer service became available in the early 1980s.

The results of the Limited Phase II Subsurface investigation identified the presence of several VOCs in soils on the Building S-551 property. The highest concentrations were encountered in the vicinity of the concrete vault associated with an on-site septic system. In addition, chromium was detected at three of the boring locations at concentrations above those found in typical soils. The chromium

detected in soils collected from the Building S-551 property was present as trivalent chromium not hexavalent chromium, therefore, any potential health risks associated with elevated chromium levels were significantly lowered. ESE recommended that an additional subsurface investigation be conducted to determine the nature and extent of the contaminants present on site.

3.0 Subsurface Investigation

3.1 Boring Installation

On June 5, 6, and 7, 1995 the Benchmark Subsurface investigation was conducted to collect soil samples at various locations throughout the Building S-551 property located in San German, Puerto Rico. A total of ten soil borings were advanced at various locations throughout the subject facility using a trailer mounted Central Mine Equipment, Model 55, rotary drill rig operated by Caribbean Soil Testing Co. Inc. of San Juan, Puerto Rico. The borings were advanced utilizing 3-1/4 inch I.D. (6-3/4 inch O.D.) hollow-stem augers. Soil samples were collected at ground surface and in five foot intervals using standard penetration tests. A 2-inch O.D. split-spoon sampler was driven 24 inches using a 140 pound hammer falling 30 inches. The split-spoon sampler was decontaminated between each sample depth and all augers and drilling equipment were steam cleaned prior to usage. The split-spoon decontamination process consisted of a detergent wash, a tap water rinse followed by a methanol rinse, another tap water rinse followed by a rinse of distilled water rinse. No oil, grease or other petroleum based products were used to lubricate rods or augers to prevent contamination of the borehole. The boring locations are shown on Figure 3 and the soil boring logs are presented in Appendix A.

3.2 Soil Sampling

Soil samples were collected, screened and logged by the on site geologist during the advancement of the soil borings. The collected samples were screened using an HNU Model PI 101 photoionization detector (PID) with an 11.7 electron volt lamp. The PID screening does not quantify individual compounds, but provides an indication of relative levels of total volatile organic compounds (TVOCs) present in a sample (referenced to a standard of 98 parts per million (ppm) isobutylene in air). Soil samples were placed in an eight ounce jar, covered with aluminum foil and allowed to equilibrate to approximate ambient temperature. The HNU was utilized to obtain a reading of the headspace TVOCs within the sample jar.

A sample from each boring collected at the 0 to 2 foot depth interval was submitted for laboratory analysis of PCBs using EPA Method 8080 and 8 RCRA Metals. In addition, one sample from each boring was submitted for laboratory analysis based on the results of the headspace screening. The samples exhibiting the highest PID reading from each boring were placed in laboratory supplied containers and stored in a cooler with ice for transport. The samples were submitted to ESE's Peoria, Illinois laboratory for analysis of VOCs using EPA Method 8240, PCBs using EPA Method 8080, Total Petroleum Hydrocarbons (TPH) using EPA Method 8015/Mod., Eight RCRA Metals and percent moisture. To identify the nature of the chromium present in the soil samples several samples including all of the samples collected at the 0-2 foot sample interval were resubmitted to the laboratory for analysis of hexavalent chromium [chromium (VI)]. The results of the laboratory analysis are presented and discussed in Section 4.0.

3.3 Surface Water and Sediment Sampling

To further characterize the conditions on the Building S-551 property, a surface water sample and a sediment sample were collected at the discharge of a drainage line located at the rear of the subject parcel. The 24-inch drainage line receives surface water runoff from the ramped loading dock area and properties located west and southwest of the subject site on Street B. The two drainage lines receiving runoff from the above sources converge at a catch basin located at the southeastern corner of Building S-551 with a third 24-inch drainage line from an unknown source. The drainage line from the unknown source was observed to run parallel to the fenceline of the subject site. Standing water was observed in the drainage line, however, there was little to no flow observed at the time the samples were collected.

The surface water sample, designated as SW-1, was collected and submitted for laboratory analysis of VOCS, TPH, PCBs, and 8 RCRA Metals (total). The sediment sample, designated as SED-1, was collected at the same location as the surface water sample using a hand trowel. The sample was collected using a hand trowel at a depth of 0 to 6 inches below the bottom of the drainage ditch. No observable sheens or odors were encountered during the sampling of sediment and surface water.

4.0 Investigation Results

4.1 PCBs and TPH

None of the samples submitted for laboratory analysis of PCBs using EPA Method 8080 and TPH using EPA Method 8015/Mod. contained detectable concentrations of those compounds. Samples collected during the previous subsurface investigation on the Building S-551 property also did not contain detectable concentrations of TPH and PCBs.

4.2 Volatile Organic Compounds

Several VOCs were detected in soil samples collected during the Benchmark Subsurface investigation. The borings advanced at the rear of Building S-551 all contained detectable concentrations of one or both of the compounds trichloroethene (TCE) and 1,2-dichloroethene (1,2-DCE). Concentrations of TCE and 1,2-DCE ranged from non-detected to 77.1 micrograms per kilogram (ug/kg) at boring locations SB-1 through SB-5. At boring locations SB-7 and SB-10, TCE and 1,2-DCE were detected at concentrations of 7.44 and 165 ug/kg, respectively. No detectable concentrations of VOCs were encountered at the SB-8 and SB-9 boring locations. Methylene Chloride which was detected at locations B-1 and B-2 during the previous subsurface investigation was detected at SB-4 at a concentration of 8.92 ug/kg. Acetone was detected in samples collected from borings SB-1, SB-2, SB-3, SB-6, SB-10, and SED-1 at concentrations ranging from 20.2 to 33.7 ug/kg.

The following compounds were detected in the surface water sample SW-1: vinyl chloride, 1,2-DCE and TCE at concentrations of 14, 105 and 29.3 ug/l, respectively.

Vinyl chloride was not detected in any of the soil samples collected during the Benchmark Subsurface investigation, however, it was detected at boring B-1 at a concentration of 89 ug/kg in the Limited Phase II Subsurface investigation. The presence of vinyl chloride is often the result of the degradation of tetrachloroethene (PCE) and TCE with the compounds 1,1-dichloroethene and 1,2-dichloroethene present as intermediates in the degradation process.

4.3 8 RCRA Metals

The results of the laboratory analysis for 8 RCRA Metals are presented in Table 1. Chromium has

been detected at several locations at concentrations above the range for common soils, however, it appears that the soils native to the region are likely to contain significant amounts chromium. To determine the form of chromium present in the soil samples, several of the samples including all of the samples collected at the 0-2 foot sample interval were resubmitted to the laboratory for analysis of hexavalent chromium.

The results of the hexavalent chromium analysis indicate only one sample out of sixteen samples submitted which had a concentration in excess of the method detection limit. This location, SB-1, had a hexavalent chromium level of 20.4 mg/kg. According to the U.S. EPA Draft Soil Screening Guidance document (December, 1994), a pathway-specific value for surface soils of 390 mg/kg via ingestion and 140 mg/kg via inhalation is proposed for hexavalent chromium.

In consideration of the minimal levels of hexavalent chromium detected, the remaining chromium is considered to be trivalent chromium, which has a substantially less toxic effect. Utilizing the same health risk analysis discussed in the Soil Screening Guidance document, a threshold level of concern for trivalent chromium is in the range of 75,000
mg/kg. None of the soil samples encountered at the site approached this value.

Barium was the only metal detected in the surface water sample, SW-1, and was present at a concentration of 86 ug/l. All of the other total metals analyzed for the SW-1 sample were below detection limits.

4.4 Local Geology

The site is located within the Guanajibo River valley. Deposits in the area are mapped as alluvium consisting mainly as silt and clay with fine sand lenses. Soils encountered during the subsurface investigation consisted mainly of silty sands and silty clays. Auger and spoon refusal was encountered in a grey-tan siltstone-claystone with argillaceous limestone at two locations on the southern portion of the site at depths ranging between 15 and 17 feet. The erosion and deposition of the surrounding highlands which consist predominantly of volcaniclastics are the major sources of the alluvial deposits. The mapped bedrock units in the area which are likely to contain significant amounts of chromium are the Sabana Grande Formation of volcanic origin and a Serpentinite Formation with accessories of magnetite and chromite. The erosion of these formations which are located and mapped in the highlands to the north and south would result in the deposition of

chromium containing sediments within the surrounding lowlands. A Soil Survey document describes the area soils as a very fine, montmorillonitic isohyperthermic Udic Chromusert, which basically describes a chrome-rich clay soil. A map detailing the bedrock geology is provided as Figure 4.

5.0 Conclusions and Recommendations

The results of the Benchmark Subsurface investigation have identified the presence of several VOCs in the soils on site. The highest concentrations of VOCs detected on the Building S-551 property were encountered at the rear of the facility in the vicinity of the septic system and along a drainage ditch which runs along the eastern perimeter of the property. The compounds PCE, TCE, 1,2-DCE, methylene chloride and acetone are common industrial solvents. Based on the results of this investigation, it appears that VOC containing wastes were disposed in the on-site septic system. The detection of the same compounds in a surface water sample collected from the drainage ditch at the rear of the facility could be a result of site groundwaters discharging into the drainage ditch or the result of discharges at upgradient properties within the El Retiro Industrial Park.

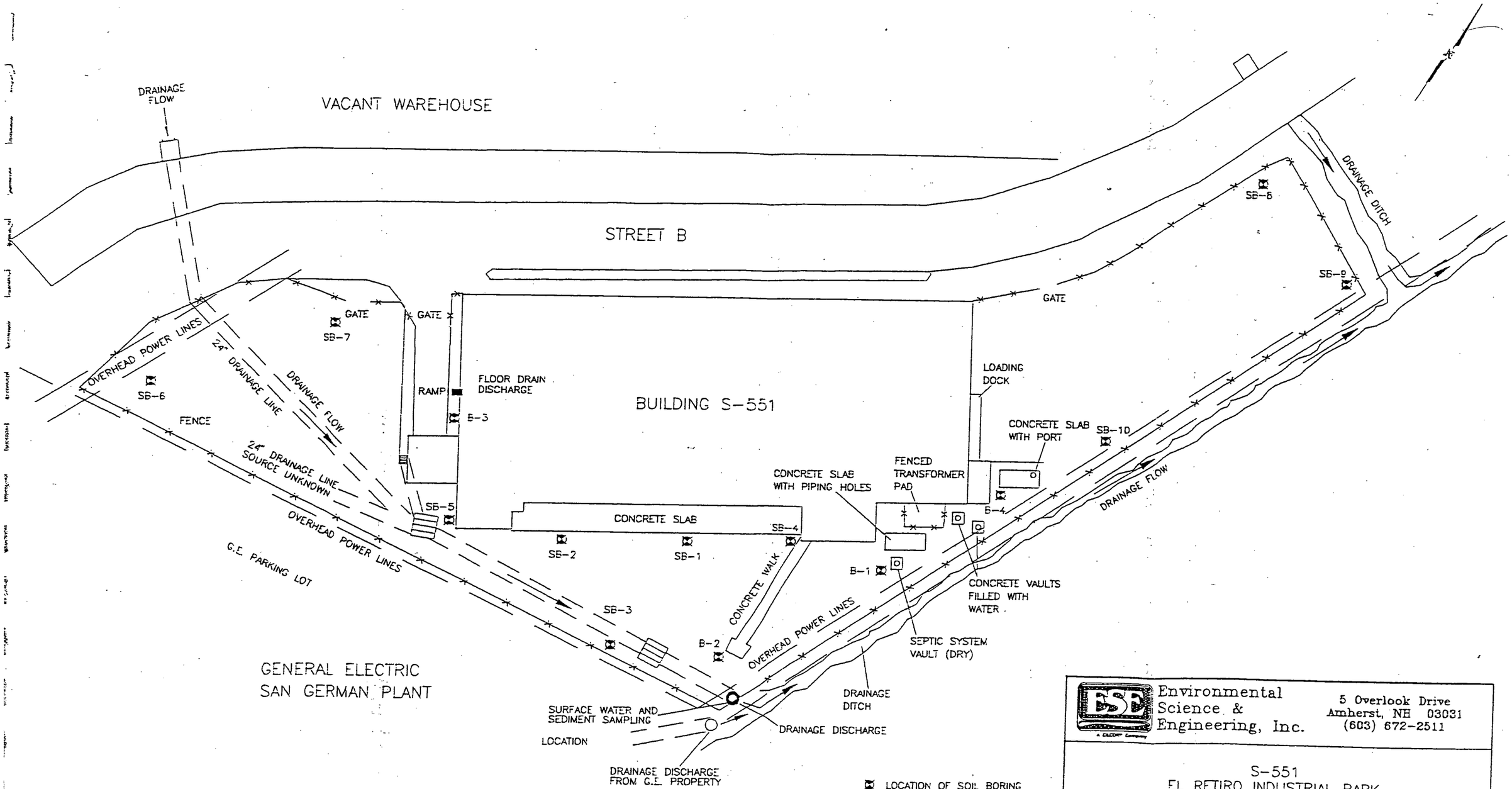
The chromium detected in soils sampled during this investigation is likely associated the local geology and possibly the disposal of chromium containing wastes via the on site septic system. Chromium containing bedrock is prevalent in the surrounding area and concentrations encountered in soils collected at locations which are not adjacent to the septic system also contained significant amounts of chromium. The chromium encountered on the Building S-551 is predominantly present as trivalent chromium except for the sample collected at SB-1. The concentration of hexavalent chromium detected in the SB-1 sample at a depth of 5-7 feet below ground surface was well below the Soil Screening Levels presented which pose a health risk. The health risks associated with trivalent chromium at these concentrations is not significant.

ESE concludes that there have been no significant impacts to the subsurface soils at the site relative to PCBs or petroleum constituents based on the analysis of the ten soil samples for PCBs and TPH.

The subject investigation was originally intenteded to investigate groundwater conditions at the site. Since the Fomento Company did not permit the sampling of groundwater on the subject site, and in consideration of the potential groundwater impact related to the observed soil conditions, ESE recommends that the Menasha Corporation obtain suitable indemnification from future liability associated with existing groundwater conditions prior to leasing the subject facility. According to represntatives at the Fomento Company, the subject property was connected to the municipal sewerage system sometime during the early 1980s. ESE recommends that prior to any future usage of the subject property, the existing septic system should be decommissioned to prevent any future liability associated with the disposal of hazardous materials via the septic system.

6.0 Limitations

ESE is pleased to assist Menasha Corporation in evaluating existing and potential environmental risks associated with the subject site by conducting a Benchmark Subsurface investigation at the Building S-551 property. ESE can offer no assurances and assumes no responsibility for site conditions or activities outside the scope of work. In performing our investigations, ESE has exercised its professional judgement in its performance of the services and preparation of the reports and has used the degree of care and skill ordinarily exercised under similar circumstances by reputable consultants. ESE shall not be held responsible for conditions or consequences resulting from relevant information not fully disclosed at the time this study was performed. No other warranty, expressed or implied, is made as to the professional opinions included by ESE in this report.



GENERAL ELECTRIC
SAN GERMAN PLANT

Environmental Science & Engineering, Inc.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN PUERTO RICO

FIGURE 3

SITE PLAN

DRAWING NAME: SITEPLAN.DWG | FILE NUMBER: 559 5023

YAUCO FORMATION (MAESTRICHTIAN TO CENOMANIAN)—Brownish-gray, dark-gray to black where fresh, yellowish-brown to yellowish-orange where weathered, thin- to medium-bedded variously interbedded calcareous siltstone, argillaceous limestone, claystone, fine-grained tuff, and conglomerate (Kyc). Siltstone and claystone are most abundant and are composed of fragments of pelagic Foraminifera, subordinate shell debris, and angular to rounded mineral clasts—mainly plagioclase. The matrix is generally an argillaceous micrite locally containing finely disseminated pyrite. Locally siltstone-claystone sequences have been silicified to thin-bedded yellowish-orange, reddish-orange or very dark gray chert. The chert zones range from 0.5 m to 10 m in thickness, appear to be laterally discontinuous, and are interbedded with nonsilicified siltstone and claystone. Sandstones contain a higher percentage of mineral clasts and locally are noncalcareous. Tuffs are generally brown to dark-brown, thinly bedded and laminated units within siltstone-claystone sequences and locally show graded bedding

SERPENTINITE (LOWER CRETACEOUS AND UPPER JURASSIC)—Black, blackish-green, pale-green, bluish-green, rarely grayish-red, pervasively fractured and sheared rock consisting primarily of serpentine minerals. Vague outlines of pyroxene and olivine grains in some specimens. Pyroxene grains are serpentinized in a characteristic boxwork texture and persist as pseudomorphs (bastite), which display megascopic reflective surfaces of relict cleavage planes. Accessories are magnetite and chromite. Outcrops are characterized by extreme shearing which locally produces a strong foliation. Angular to rounded breccia clasts range from less than 1 cm to several meters in diameter. Slickensides are typically well developed on all clast surfaces. Some outcrops are intruded by highly altered dikes of probable andesitic-basaltic composition. These dikes are too small to show at map scale. The serpentinite is cut locally by thin veins of magnesite. Immediately south of Highway 329, 0.2 km west of the eastern border of the quadrangle, a small zone of less-altered ultramafic rock is mapped with the serpentinite. It consists of greenish-black, fine- to medium-grained, xenomorphic granular magnesian olivine dunite. Accessories are pseudopoikilitic clinopyroxene containing rounded blebs of olivine, brown hornblende, biotite as isolated flakes and as crystal aggregates, and minor orthopyroxene, chromite, and magnetite. Although most of the rock is relatively unaltered, olivine grains are locally veined with serpentine. Serpentinization is more pronounced in or near small fault zones

Sabana Grande Formation, limestone lenses (Maestrichtian and Campanian)—South and north Guanajibo Valley; chiefly light- to dark-gray, massive, discontinuous lenticular bodies of calcarenite and calcirudite made up of mollusk fragments, fecal pellets, and echinoid spines typically in a sparry cement. Near base of formation contains the rudist *Barrettia gigas*. Conglomerate of volcanic and limestone clasts developed at base of some lenses. Dark-gray to very dark gray, thin- to medium-bedded, commonly argillaceous calcarenite and calcilutite comprised of recrystallized larger Foraminifera in an abundant micritic matrix in the northern part of the quadrangle

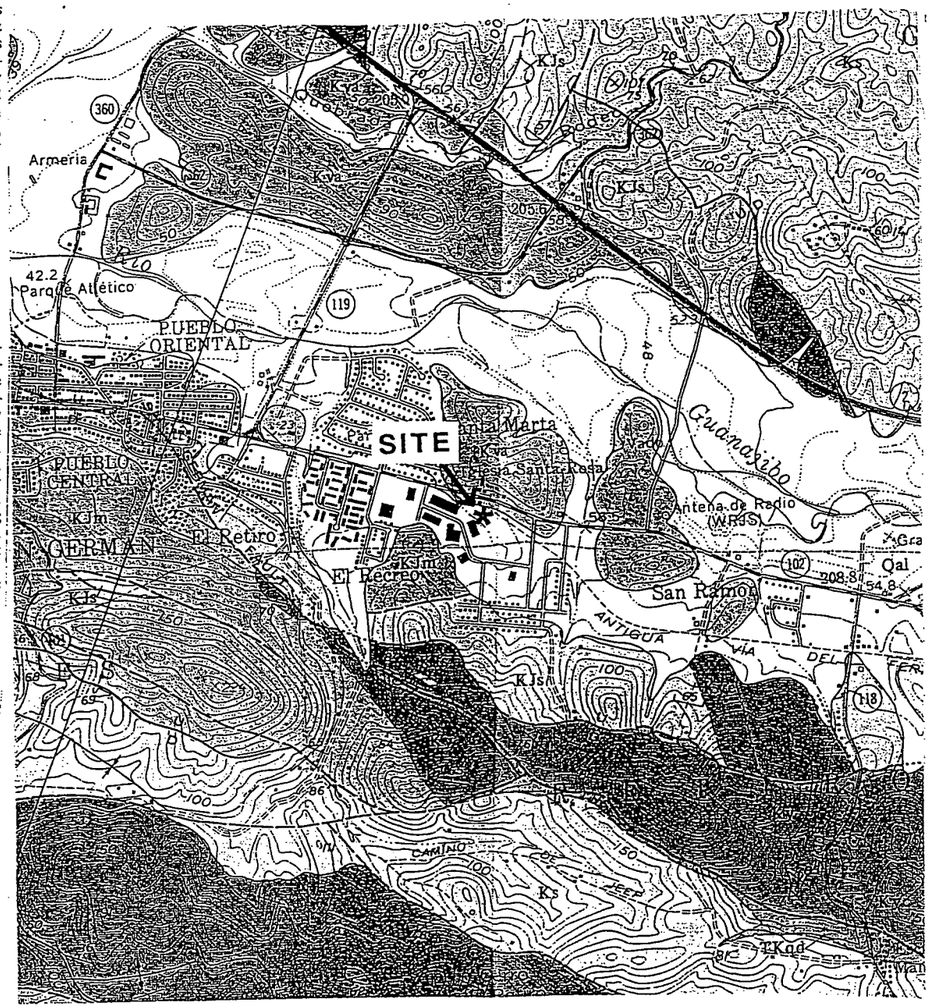
SABANA GRANDE FORMATION (MAESTRICHTIAN AND CAMPANIAN)—Gray, dark-greenish-gray, and purplish-gray andesitic crystal-lithic tuff, tuff-breccia, and conglomerate with minor basaltic lava and breccia. Andesitic rocks typically contain abundant clinopyroxene and calcic andesine crystals in a fine-grained, commonly silicified matrix. Green hornblende or oxyhornblende occurs locally in addition to, or without, clinopyroxene. Plagioclase is typically strongly altered to sericite or sausserite; mafic minerals are altered to chlorite and epidote. Accessories include magnetite, apatite, and rare quartz and biotite. Fibrous chlorite is very common as a pore filling. Bedded tuffs along Río Cain 1.5 km north of Escuela Jose de Diego contain disseminated pyrite. Locally, tuffs contain filbrous chlorite, glauconite(?), and in one locality, 0.5 km southwest of Escuela Jose de Diego, chalcedony as pore fillings. Conglomeratic sequences which occur throughout the formation are composed of rounded to subangular clasts of tuff, tuff-breccia, and lava in a fine-to coarse-grained matrix typically of plagioclase, clinopyroxene, and tuff fragments with interstitial calcite, rare authigenic quartz, and locally zeolites and prehnite. Basaltic lava flows contain labradorite, clinopryoxene and rare olivine phenocrysts in a fine-grained to aphanitic groundmass. Quartz occurs as rare xenocrysts. Basalt flows are absent in the area south of the Río Guanajibo. Well-bedded epiclastic tuffs are more common south of the Río Guanajibo than in the area to the north

QUARTZ DIORITE DIKES (TERTIARY? AND MAESTRICHTIAN)—Light-gray, light-greenish-gray porphyritic rock characterized by large phenocrysts of plagioclase (andesine) as much as 20 mm in length accompanied by quartz phenocrysts as much as 5 mm in diameter and sparse biotite; phenocrysts are set in a fine-grained, equigranular, xenomorphic groundmass which consists chiefly of plagioclase and quartz; plagioclase phenocrysts are typically blocky crystals, strongly zoned; large quartz phenocrysts are rounded, and some are deeply embayed; accessories include hornblende, apatite, zircon and magnetite. The rock is commonly partially altered to sericite, chlorite, carbonate, and locally, zeolites. Weathers to a light-brownish-white or grayish-white gruss

MARIQUITA CHERT (LOWER CRETACEOUS AND UPPER JURASSIC)—Yellowish-red, brownish-red, grayish-green, black, or white fine- to medium-grained bedded chert with rare amygdular basalt and silicified limestone lenses (KJml). Chert typically consists of an interlocking mosaic of microcrystalline quartz, which in many areas has been partially to completely recrystallized. Generally is fractured or brecciated; quartz and (or) calcite and commonly limonite-hematite fills fractures and voids between breccia fragments. Radiolaria and locally Foraminifera are abundant constituents. Locally the Radiolaria are completely recrystallized and may be selectively stained by iron oxide. Bedding is 2-30 cm thick but is commonly obscured or indistinct because of intense brecciation; characteristically lenticular; the lenses range from 1-4 m in length and are separated by clay partings. Locally beds are deformed by small-scale slump-folding. Amygdular basalt occurs as black to greenish-black flows 1-3 m thick. It consists of felted plagioclase needles in an opaque, hematite-rich glassy matrix. Amygdules are filled with calcite and microcrystalline silica or both

ALLUVIUM (HOLOCENE AND PLEISTOCENE)—Clay, silt, sand, and gravel in major stream valleys; merges with colluvium along valley walls; in the Lajas valley consists mainly of silt and clay with fine sand lenses which grade into sand and gravel fan deposits on the north and south sides of the valley

ALTERED VOLCANIC ROCKS (CRETACEOUS?)—Pale-green to dark-grayish-green porphyritic lava most of which has undergone strong propylitic alteration. Least altered specimens show original rock to have been composed of plagioclase (andesine), clinopyroxene, and green hornblende phenocrysts set in an opaque glassy matrix with abundant plagioclase and pyroxene microlites. Alteration products are epidote (sausseritic?), calcite, chlorite, serpentine, magnetite, abundant matrix quartz, and locally zeolites. No known correlatives in the San Germán quadrangle



SOURCE: VOLCKMANN, RICHARD, P., GEOLOGIC MAP OF THE SAN GERMAN QUADRANGLE, SOUTHWEST PUERTO RICO, 1984, COMMONWEALTH OF PUERTO RICO DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.
5440 N. CUMBERLAND AVE.
SUITE 111
CHICAGO, ILLINOIS 60656

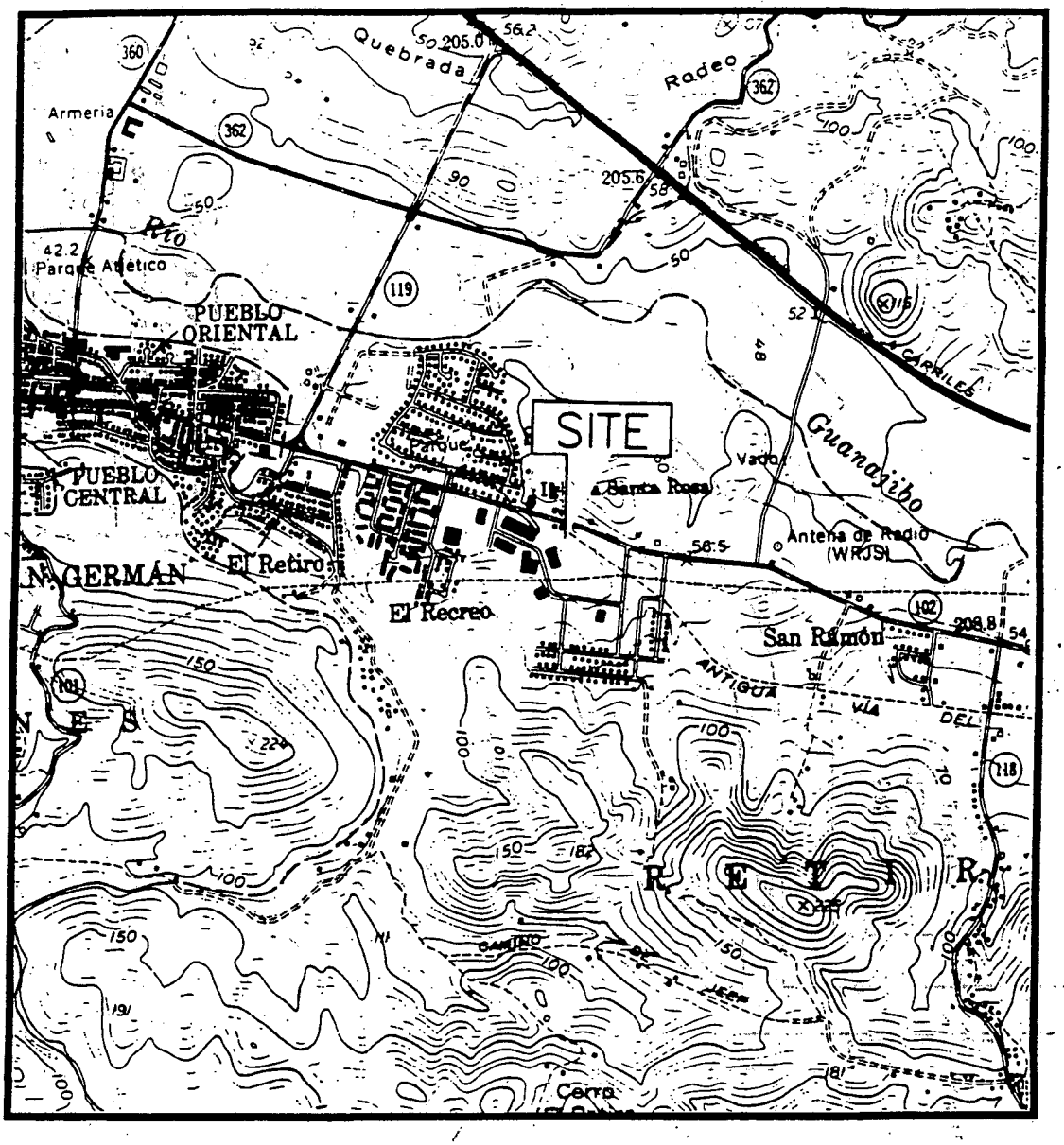
PROJECT NO. 559—5023
DATE: 06/16/95
DRAWN BY: R. HIATT
CHECK BY:

BEDROCK GEOLOGY OF SITE AREA

EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE NO.

FILE NO.
B950406



SOURCE: SAN GERMAN, PUERTO RICO QUADRANGLE, U.S.G.S. TOPOGRAPHIC MAP 7.5 MINUTE SERIES, REVISED 1963.

N

1: 20000

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SCALE IN MILES

Environmental Science & Engineering, Inc.

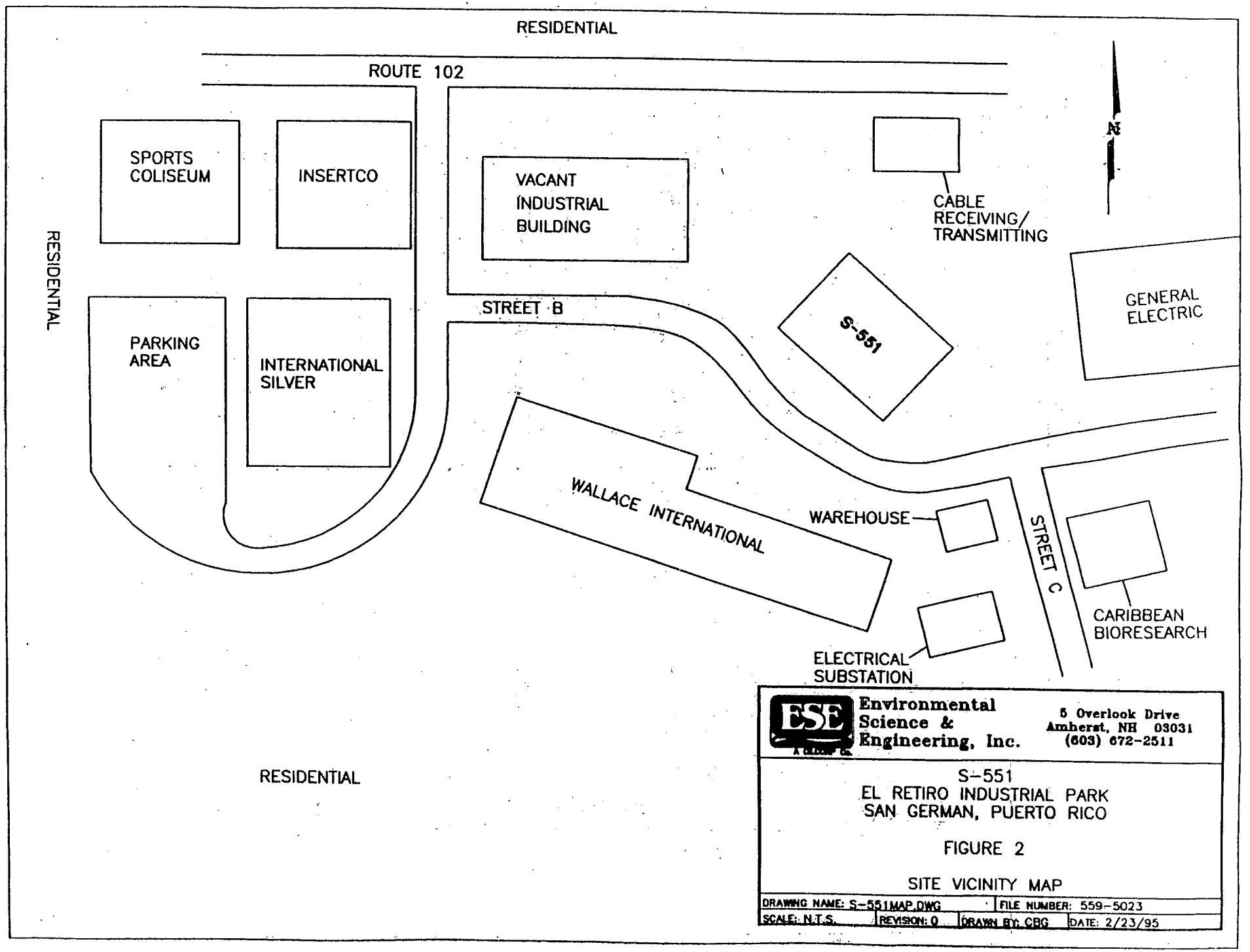
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 1

SITE LOCATION MAP

DRAWING NAME: S-551LOC.DWG			FILE NUMBER: 559-5023
SCALE: AS SHOWN	REVISION: 0	DRAWN BY: CBG	DATE: 2/23/95



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5 Overlook Drive
Amherst, NH 03031
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S-551
EL RETIRO INDUSTRIAL PARK
SAN GERMAN, PUERTO RICO

FIGURE 2

SITE VICINITY MAP

DRAWING NAME: S-551MAP.DWG		FILE NUMBER: 559-5023	
SCALE: N.T.S.	REVISION: 0	DRAWN BY: CBG	DATE: 2/23/95

Table 1

SUMMARY OF SOIL SAMPLE RESULTS
BENCHMARK SUBSURFACE INVESTIGATION
BUILDING S-551 - PARQUE INDUSTRIAL EL RETIRO
SAN GERMAN, PUERTO RICO

Soil Boring No.	SB-1	SB-1	SB-2	SB-2	SB-3	SB-3	SB-4	SB-4	SB-5	SB-5	SB-6	SB-6	SB-7	SB-7	SB-8	SB-8	SB-9	SB-9	SB-10	SB-10	SW-1	SED-1
Parameter / Sample Interval (Ft.)	0-2	5-7	0-2	10-12	0-2	10-12	0-2	10-12	0-2	10-12	0-2	10-12	0-2	10-12	0-2	10-12	0-2	10-12	0-2	10-12		
VOLATILE ORGANIC COMPOUNDS	Micrograms per Kilogram (µg/kg)																					
Vinyl Chloride		ND		ND		ND		ND		ND		ND		ND		ND		ND		ND	14.0	ND
Methylene Chloride		ND		ND		ND		8.92		ND		ND		ND		ND		ND		ND	ND	ND
Acetone		21.8		27.7		20.2		ND		ND		24.7		ND		ND		ND		25.2	ND	33.7
1,2-Dichloroethene		12.9		68.9		41.2		77.1		ND		ND		ND		ND		ND		165	105	ND
Trichloroethene		ND		16.0		ND		48.3		11.0		ND		7.44		ND		ND		ND	29.3	ND
RCRA METALS	Milligrams per Kilograms (mg/kg)																					
Arsenic	1.47	2.79	ND	ND	1.74	3.75	2.92	ND	ND	2.86	1.86	2.38	1.50	2.65	10.7	4.13	2.12	4.18	1.64	1.95	ND	3.81
Barium	65.7	103	52.2	20.6	225	30.8	59.6	62.8	50.9	34.1	96.9	335	79.6	26.1	122	134	46.8	80.1	48.5	91.5	86.0	90.8
Chromium, Total	767	1750	1520	463	651	1740	670	364	1170	2860	1300	1560	1550	1450	593	645	988	2120	783	1390	ND	1610
Chromium, Hexavalent (VI)	ND	20.4	ND		ND		ND		ND	ND	ND	ND	ND	ND	ND		ND	ND	ND			ND
Lead	ND	ND	ND	ND	8.70	ND	15.7	ND	ND	9.41	8.87	10.6	7.08	ND	43.2	8.60	9.53	14.5	6.53	8.82	ND	23.4
Mercury	ND	ND	0.199	ND	0.221	0.169	0.140	ND	ND	ND	0.166	ND	ND	0.200	0.200	ND	ND	ND	ND	ND	ND	ND
Selenium	ND	ND	ND	ND	ND	ND	0.871	ND	ND	ND	ND	ND	0.926	ND	1.22	ND	ND	ND	ND	0.935	ND	1.00
Silver	ND	ND	ND	ND	ND	ND	3.32	ND	ND	ND	ND	ND	ND	ND	8.33	ND	ND	ND	ND	ND	ND	5.25

All SAMPLES COLLECTED ON 06/05/95 - 06/07/95
ND = Non Detect

TEST BORING LOG AND WELL INSTALLATION DETAILS

Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: —

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0-20'		

BORING NUMBER: SB-1 — DATE STARTED: 6-5-95
WELL NUMBER: N/A — COMPLETED: 6-5-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: JUAN ROSARIO — BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER — FJ = FLUSH JOINT CASING
SSA = SOLID STEM AUGER — WC = WELDED CASING
SA = SLOTTED AUGER — OTHER:

DEPTH TO GROUNDWATER: 4.5 — DEPTH TO BOTTOM OF BORING: 20'
SCREENED INTERVAL: N/A — DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	4 4 5 4	S1	TOPSOIL	brown SILT and fine to medium SAND with angular to subrounded gravel, some coarse SAND, little clay-gravel varies in color		0	14	COLLECT SAMPLE FOR LAB ANALYSIS
5	4 2 7 5	S2	SILTY CLAY	5' of moist loose brown SILT and fine SAND, some gravel trace clay overlying moist, soft, black SILT and CLAY with fine to med SAND, little gravel		2.5	18	COLLECT SAMPLE FOR LAB ANALYSIS
10	3 4 6 6	S3		17' of moist, soft, plastic, black, SILT and CLAY, little gravel overlying OLIVE BROWN SILT and CLAY, little fine-med sand, trace gravel		1.5	22	
15	6 14 15 20	S4	SILTY SAND	moist med dense OLIVE BROWN SILT with fine-med sand, some gravel, little clay, mottled with some iron staining		0	24	
20	12 18 21	S5		dry, med dense brown SILT and med-fine SAND some coarse SAND, gravel and limestone fragments little clay		0	12	
22	100/ 5"			END OF BORING AT 22'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: —

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–20'		

HSA = HOLLOW STEM AUGER — FJ = FLUSH JOINT CASING
SSA = SOLID STEM AUGER — WC = WELDED CASING
SA = SLOTTED AUGER — OTHER:

BORING NUMBER: SB-2 — DATE STARTED: 6-6-95
WELL NUMBER: N/A — COMPLETED: 6-6-95
CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: JUAN ROSARIO — BORING LOG PREPARED BY: S. FLUET
DEPTH TO GROUNDWATER: 4.5 — DEPTH TO BOTTOM OF BORING: 20'
SCREENED INTERVAL: N/A — DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	7 4 3 6	S1	SILTY CLAY	loose, brown SILT with clay, some med–coarse SAND and concrete fragments, trace gravel		0	8	COLLECT SAMPLE FOR LAB ANALYSIS
5	4 3 5 6	S2		moist, soft, black SILT and CLAY, some medium SAND and concrete fragments, little gravel		0.5	8	
10	3 5 6 9	S3		5" moist , soft, black SILT and CLAY, some med SAND overlying moist, med stiff, brown SILT and CLAY, some med SAND, little gravel		1.0	14	COLLECT SAMPLE FOR LAB ANALYSIS
15		S4		moist, very stiff, brown SILT and CLAY, some med –fine SAND trace coarse SAND and gravel		0	22	
20	60/1"	S5		SPOON BOUNCING ON REFUSAL ROCK IN SHOE – SOME BROWN SILT AND CLAY		0	1	
22				END OF BORING AT 20'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

SB-2LOG.DWG

TEST BORING LOG AND WELL INSTALLATION DETAILS

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A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–20'		

BORING NUMBER: SB-3 — DATE STARTED: 6-6-95
WELL NUMBER: N/A — COMPLETED: 6-6-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: JUAN ROSARIO — BORING LOG PREPARED BY: S. FLUET

DEPTH TO GROUNDWATER: 4.0 — DEPTH TO BOTTOM OF BORING: 20'
SCREENED INTERVAL: N/A — DEPTH TO BOTTOM OF WELL: N/A

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	2, 2, 3, 4	S1	top soil	loose, brown SILT and med–coarse SAND, some clay, trace gravel		0	16	COLLECT SAMPLE FOR LAB ANALYSIS
5	1, 1, 1, 1	S2	SILTY CLAY	moist, very soft, black SILT and CLAY, some fine to med SAND, trace gravel		1.5	20	
10	3, 15, 16, 11	S3		5" moist, soft, black SILT and CLAY overlying 13" of brown SILT and CLAY with med–fine SAND, some gravel and rock fragments (angular to subrounded)		6.0	18	COLLECT SAMPLE FOR LAB ANALYSIS
15	6, 14, 8, 11	S4		5" of moist, med–stiff, brown SILT and CLAY with med–coarse SAND and gravel overlying olive–brown SILT and CLAY some med SAND and limestone fragments		0.5	16	
20	7, 14, 21, 33	S5		12" of OLIVE–BROWN SILT and CLAY some med to fine SAND overlying brown layered and fractured LIMESTONE/CLAYSTONE		0	18	
22				END OF BORING AT 22'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

SB-3LOG.DWG

ESE Environmental Science & Engineering, Inc.
A GILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–20'		

BORING NUMBER: SB–4 — DATE STARTED: 6–6–95
WELL NUMBER: N/A — COMPLETED: 6–6–95
CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: JUAN ROSARIO — BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER; SSA = SOLID STEM AUGER; SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING; WC = WELDED CASING; OTHER:

DEPTH TO GROUNDWATER: 4.0 — DEPTH TO BOTTOM OF BORING: 20'
SCREENED INTERVAL: N/A — DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	4, 5, 6, 7	S1	SILTY CLAY	med stiff, brown SILT and CLAY with med–fine sand and gravel (angular to subrounded) some concrete fragments		2.5	8	COLLECT SAMPLE FOR LAB ANALYSIS
5	2, 3, 2, 2	S2		moist,soft, black SILT and CLAY, some gravel and rock fragments		52	4	
10	2, 3, 5, 7	S3		6" of moist, soft, black SILT and CLAY some med–coarse SAND and gravel overlying OLIVE–BROWN SILT and CLAY with med–coarse SAND and gravel (angular to subrounded) some angular rock fragments		110	16	COLLECT SAMPLE FOR LAB ANALYSIS
15	7, 20, 31, 22	S4		6" OLIVE–BROWN SILT and CLAY with med SAND. some gravel overlying dense SILT with gravel and rock fragments, some med–fine SAND, little clay. some mottling and iron staining		65	24	
20	16, 20, 24, 32	S5		6" of dense, brown SILT with gravel and rock fragments some med–fine SAND, trace clay grading to OLIVE SILT and fine SAND some coarse SAND, little gravel trace clay		25	24	
22				END OF BORING AT 22'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

TEST BORING LOG AND WELL INSTALLATION DETAILS

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A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–20'		

BORING NUMBER: SB–5
WELL NUMBER: N/A
DATE STARTED: 6–6–95
COMPLETED: 6–7–95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: JUAN ROSARIO
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 5.0
SCREENED INTERVAL: N/A
DEPTH TO BOTTOM OF BORING: 20'
DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	4 5 5 6	S1	SILTY CLAYS	brown SILT and CLAY with med–coarse SAND and gravel		0	10	COLLECT SAMPLE FOR LAB ANALYSIS
5	5 5 5 6	S2		moist, soft, brown SILT and CLAY with medium sand some gravel, overlying moist soft, black SILT and CLAY, trace gravel		0	20	
10	6 7 8 11	S3		moist, med stiff, OLIVE–BROWN SILT and CLAY, some gravel and fine sand, little coarse sand		0	16	COLLECT SAMPLE FOR LAB ANALYSIS
15	11 38 40 65	S4	SILTY SAND	10" as above overlying dense, OLIVE fine SAND and SILT with angular gravel some mottling and iron staining – bottom 10" of sample is dry compared to above samples		0	20	
20	39 100/2"	S5		4" of dry, dense, OLIVE fine SAND and SILT overlying 2" of grey fractured limestone/SILTSTONE some iron staining		0	6	
22								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–17'		

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

BORING NUMBER: SB–6
WELL NUMBER: N/A
DATE STARTED: 6–7–95
COMPLETED: 6–7–95
CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: JUAN ROSARIO
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET
DEPTH TO GROUNDWATER: 5.0
SCREENED INTERVAL: N/A
DEPTH TO BOTTOM OF BORING: 17'
DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	4 7 6 8	S1	SILTY CLAYS	brown SILT and CLAY with angular to subangular gravel, some fine SAND little medium to coarse sand			14	COLLECT SAMPLE FOR LAB ANALYSIS
5	6 3 6 9	S2		moist, med stiff, brown SILT and CLAY, trace SAND and gravel			20	
10	22 52 100/5	S3		4" of moist, stiff, brown SILT and CLAY overlying 8" dry, very dense, brown, fine–very fine SAND with SILT, some/little clay–mottling AND vertical lenses of blue green SILTY CLAY			12	COLLECT SAMPLE FOR LAB ANALYSIS
15	100/4"	S4	SILTY SAND	4" of dry, very dense SILT and fine SAND, some fractured limestone/claystone END BORING AT 17'			4	
20								
22								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

SB-6LOG.DWG

TEST BORING LOG AND WELL INSTALLATION DETAILS

Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–17'		

BORING NUMBER: SB–7 — DATE STARTED: 6–7–95
WELL NUMBER: N/A — COMPLETED: 6–7–95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: JUAN ROSARIO — BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 5.0 — DEPTH TO BOTTOM OF BORING: 17'
SCREENED INTERVAL: N/A — DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	5 5 5 4	S1		soft, brown SILT and CLAY with angular to subangular gravel, little medium sand		0	16	COLLECT SAMPLE FOR LAB ANALYSIS
5	3 4 6 10	S2		moist, soft, brown SILT and CLAY, last 6" of spoon was mottled and contained various colored angular to subangular gravel		0	20	
10	13 26 18 32	S3		10" moist, very stiff, brown SILT and CLAY mottled with red–brown and blue green angular rock fragments overlying OLIVE SILT and sand some gravel and rock fragments		0	22	COLLECT SAMPLE FOR LAB ANALYSIS
15	33 100/3"	S4		3" of dry, dense SILT and FINE SANND overlying 3" of brown layered and fractured limestone/ claystone END BORING AT 17'		0	6	
20								
22								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

Environmental Science & Engineering, Inc.
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5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–15'		

BORING NUMBER: SB-8
WELL NUMBER: N/A
DATE STARTED: 6-7-95
COMPLETED: 6-7-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: JUAN ROSARIO
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 4.5
SCREENED INTERVAL: N/A
DEPTH TO BOTTOM OF BORING: 15'
DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	5 9 7 6	S1	SILTY CLAY	medium stiff, brown SILT and CLAY with gravel, some medium to coarse sand		0	6	COLLECT SAMPLE FOR LAB ANALYSIS
5	2 1 3 2	S2		2" of moist, soft, brown SILT and CLAY overlying 12" of moist, soft black SILT and CLAY, some organics		0	14	
10	9 6 8 9	S3		moist, medium stiff, OLIVE SILT and CLAY, some medium–coarse sand		0	18	COLLECT SAMPLE FOR LAB ANALYSIS
15	60/0	S4		SPOON BOUNCING ON REFUSAL NO RECOVERY			0	
				END OF BORING AT 15'				
20								
22								

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

SB-8LOG.DWG

TEST BORING LOG AND WELL INSTALLATION DETAILS

ESE Environmental Science & Engineering, Inc.
A CILCORP Co.
5 Overlook Drive
Amherst, NH 03031
(603) 672-2511

PROJECT NAME: MENASHA CORP. PHASE 2 — SITE LOCATION: SAN GERMAN, PR
ESE PROJECT NUMBER: 559 5023 — GROUND ELEVATION: —

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0-20'		

BORING NUMBER: SB-9 — DATE STARTED: 6-7-95
WELL NUMBER: N/A — COMPLETED: 6-7-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC. — ESE FIELD INSPECTOR: S. FLUET
DRILLER: JUAN ROSARIO — BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER — FJ = FLUSH JOINT CASING
SSA = SOLID STEM AUGER — WC = WELDED CASING
SA = SLOTTED AUGER — OTHER:

DEPTH TO GROUNDWATER: 4.5 — DEPTH TO BOTTOM OF BORING: 22'
SCREENED INTERVAL: N/A — DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	6, 14, 9, 7	S1	SAND	dry, medium dense, grey, medium to fine SAND with gravel and silt, trace clay		0	10	COLLECT SAMPLE FOR LAB ANALYSIS
5	2, 1, 2, 3	S2		moist, soft, black SILT and CLAY		6	10	
10	1, 2, 7, 8	S3	SILTY CLAY	9" moist, soft, black SILT and CLAY overlying 5" of black SILT and CLAY with gravel and rock fragments some medium to fine SAND		18	14	COLLECT SAMPLE FOR LAB ANALYSIS
15	5, 9, 13, 20	S4		4" of soft black SILT and CLAY with gravel overlying stiff, brown, SILT and CLAY with gravel, some medium to coarse SAND, mottled		12.5	16	
20	10, 24, 27, 51	S5		6" medium stiff, brown, SILT and CLAY with medium-coarse SAND and gravel, mottled overlying 14" of dense, olive SILT and CLAY with gravel		2.5	20	
22				END OF BORING AT 22'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

SB-9LOG.DWG

Environmental Science & Engineering, Inc.
A CILCORP Co.
6 Overlook Drive
Amherst, NH 03031
(603) 672-2511

TEST BORING LOG AND WELL INSTALLATION DETAILS

PROJECT NAME: MENASHA CORP. PHASE 2
ESE PROJECT NUMBER: 559 5023
SITE LOCATION: SAN GERMAN, PR
GROUND ELEVATION: –

	AUGER	CASING	CASING
TYPE	HSA		
ID/OD	3.25/6.75"		
DEPTH INTERVAL	0–20'		

BORING NUMBER: SB-10
WELL NUMBER: N/A
DATE STARTED: 6-7-95
COMPLETED: 6-7-95

CONTRACTOR: CARIBBEAN SOIL TESTING CO. INC.
DRILLER: JUAN ROSARIO
ESE FIELD INSPECTOR: S. FLUET
BORING LOG PREPARED BY: S. FLUET

HSA = HOLLOW STEM AUGER
SSA = SOLID STEM AUGER
SA = SLOTTED AUGER
FJ = FLUSH JOINT CASING
WC = WELDED CASING
OTHER:

DEPTH TO GROUNDWATER: 4.5
SCREENED INTERVAL: N/A
DEPTH TO BOTTOM OF BORING: 22'
DEPTH TO BOTTOM OF WELL: N/A

DEPTH (IN FEET)	6" BLOW COUNTS	SAMPLE NO.	LOG	SOIL/ROCK DESCRIPTION	WELL CONSTRUCTION DETAILS	VOC (PPM)	RECOVERY (INCHES)	REMARKS
0	6 14 9 7	S1	SAND	dry, medium dense, grey, medium to fine SAND with gravel some silt		0	10	COLLECT SAMPLE FOR LAB ANALYSIS
5	2 1 2 3	S2		moist, soft, black SILT and CLAY		6	10	
10	1 2 7 8	S3	SILTY CLAY	9" moist, soft, black SILT and CLAY overlying black SILT and CLAY with gravel and rock fragments some medium to fine SAND		18	14	COLLECT SAMPLE FOR LAB ANALYSIS
15	5 9 13 20	S4		4" of soft black SILT and CLAY with gravel overlying stiff, brown, SILT and CLAY with gravel, some medium to coarse SAND, mottled		12.5	16	
20	10 24 27	S5		6" as above overling very stiff olive SILT and CLAY with medium to coarse SAND and gravel		2.5	20	
22	51			END OF BORING AT 22'				

NOTE: ALL DEPTHS ARE FROM GROUND SURFACE. ALL SAMPLING COMPLETED WITH 2" OD SPLIT SPOON SAMPLER DRIVEN BY 140 LB. HAMMER UNLESS OTHERWISE NOTED.

SB-10LOG.DWG

CLIENT SAMPLE ID'S:			SB-1/0-2	SB-1/5-7	SB-2/0-2	SB-2/10-12	SB-3/0-2	SB-3/10-12	SB-4/0-2	SB-4/10-12
ESE FIELD GROUP:			21535	21535	21535	21535	21535	21535	21535	21535
ESE SEQUENCE #:			1	2	3	4	5	6	7	8
DATE COLLECTED:			06/05/95	06/05/95	06/06/95	06/06/95	06/06/95	06/06/95	06/06/95	06/06/95
TIME COLLECTED:			14:55	15:00	07:20	07:45	08:45	09:10	14:10	14:30
PARAMETERS	UNITS	METHOD								
Aroclor-1016	UG/KG-DRY WT.	8080	<46	<49	<46	<50	<42	<39	<41	<51
Aroclor-1221	UG/KG-DRY WT.	8080	<93	<100	<92	<100	<86	<78	<83	<100
Aroclor-1232	UG/KG-DRY WT.	8080	<46	<49	<46	<50	<42	<39	<41	<51
Aroclor-1242	UG/KG-DRY WT.	8080	<46	<49	<46	<50	<42	<39	<41	<51
Aroclor-1248	UG/KG-DRY WT.	8080	<46	<49	<46	<50	<42	<39	<41	<51
Aroclor-1254	UG/KG-DRY WT.	8080	<46	<49	<46	<50	<42	<39	<41	<51
Aroclor-1260	UG/KG-DRY WT.	8080	<46	<49	<46	<50	<42	<39	<41	<51
Moisture	%	160.3	28.0	32.7	27.4	33.5	21.9	14.4	18.9	35.0
Arsenic	MG/KG-DRY WT.	7060	1.47	2.79	<1.38	<1.50	1.74	3.75	2.92	<1.54
Barium	MG/KG-DRY WT.	6010	65.7	103	52.2	20.6	225	30.8	59.6	62.8
Cadmium	MG/KG-DRY WT.	6010	<0.694	<0.743	<0.689	<0.752	<0.640	<0.584	<0.617	<0.769
Chromium	MG/KG-DRY WT.	6010	767	1750	1520	463	651	1740	670	364
Lead	MG/KG-DRY WT.	6010	<6.94	<7.43	<6.89	<7.52	8.70	<5.84	15.7	<7.69
Mercury	MG/KG-DRY WT.	7471	<0.139	<0.149	0.199	<0.150	0.221	0.169	0.140	<0.154
Selenium	MG/KG-DRY WT.	7740	<0.694	<0.743	<0.689	<0.752	<0.640	<0.584	0.871	<0.769
Silver	MG/KG-DRY WT.	6010	<1.39	<1.49	<1.38	<1.50	<1.28	<1.17	3.32	<1.54
TPH, as diesel	MG/KG-DRY WT.	8015/MOD	NRQ	<15	NRQ	<15	NRQ	<12	NRQ	<15
TPH, as gasoline	MG/KG-DRY WT.	8015/MOD	NRQ	<15	NRQ	<15	NRQ	<12	NRQ	<15
TPH, as jet fuel	MG/KG-DRY WT.	8015/MOD	NRQ	<15	NRQ	<15	NRQ	<12	NRQ	<15
TPH, as unidentified hydrocarbon	MG/KG-DRY WT.	8015/MOD	NRQ	<15	NRQ	<15	NRQ	<12	NRQ	<15

NRQ - Analysis not requested.

CLIENT SAMPLE ID'S:			SB-5/0-2	SB-5/10-12	SB-6/0-2	SB-6/10-12	SB-7/0-2	SB-7/10-12	SED-1	SB-8/0-2
ESE FIELD GROUP:			21535	21535	21535	21535	21535	21535	21535	21535
ESE SEQUENCE #:			9	10	11	12	13	14	16	17
DATE COLLECTED:			06/06/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95
TIME COLLECTED:			15:20	07:30	08:45	09:30	10:45	11:00	12:30	13:20
PARAMETERS	UNITS	METHOD								
Aroclor-1016	UG/KG-DRY WT.	8080	<45	<46	<49	<49	<42	<46	<58	<42
Aroclor-1221	UG/KG-DRY WT.	8080	<91	<93	<99	<99	<85	<94	<120	<85
Aroclor-1232	UG/KG-DRY WT.	8080	<45	<46	<49	<49	<42	<46	<58	<42
Aroclor-1242	UG/KG-DRY WT.	8080	<45	<46	<49	<49	<42	<46	<58	<42
Aroclor-1248	UG/KG-DRY WT.	8080	<45	<46	<49	<49	<42	<46	<58	<42
Aroclor-1254	UG/KG-DRY WT.	8080	<45	<46	<49	<49	<42	<46	<58	<42
Aroclor-1260	UG/KG-DRY WT.	8080	<45	<46	<49	<49	<42	<46	<58	<42
Moisture	%	160.3	26.6	28.3	32.5	32.2	20.7	28.9	42.8	20.9
Arsenic	MG/KG-DRY WT.	7060	<1.36	2.86	1.86	2.38	1.50	2.65	3.81	10.7
Barium	MG/KG-DRY WT.	6010	50.9	34.1	96.9	335	79.6	26.1	90.8	122
Cadmium	MG/KG-DRY WT.	6010	<0.681	<0.697	<0.741	<0.737	<0.631	<0.703	<0.874	<0.632
Chromium	MG/KG-DRY WT.	6010	1170	2860	1300	1560	1550	1450	1610	593
Lead	MG/KG-DRY WT.	6010	<6.81	9.41	8.87	10.6	7.08	<7.03	23.4	43.2
Mercury	MG/KG-DRY WT.	7471	<0.136	<0.139	0.166	<0.147	<0.126	0.200	<0.175	0.200
Selenium	MG/KG-DRY WT.	7740	<0.681	<0.697	<0.741	<0.737	0.926	<0.703	1.00	1.22
Silver	MG/KG-DRY WT.	6010	<1.36	<1.39	<1.48	<1.47	<1.26	<1.41	5.25	8.33
TPH, as diesel	MG/KG-DRY WT.	8015/MOD	NRQ	<14	NRQ	<15	NRQ	<14	<18	NRQ
TPH, as gasoline	MG/KG-DRY WT.	8015/MOD	NRQ	<14	NRQ	<15	NRQ	<14	<18	NRQ
TPH, as jet fuel	MG/KG-DRY WT.	8015/MOD	NRQ	<14	NRQ	<15	NRQ	<14	<18	NRQ
TPH, as unidentified hydrocarbon	MG/KG-DRY WT.	8015/MOD	NRQ	<14	NRQ	<15	NRQ	<14	<18	NRQ

NRQ - Analysis not requested.

CLIENT SAMPLE ID'S:			SB-8/10-12	SB-9/0-2	SB-9/10-12	SB-10/0-2	B-10/10-12
ESE FIELD GROUP:			21535	21535	21535	21535	21535
ESE SEQUENCE #:			18	19	20	21	22
DATE COLLECTED:			06/07/95	06/07/95	06/07/95	06/07/95	06/07/95
TIME COLLECTED:			13:40	14:20	14:40	15:30	15:45
PARAMETERS	UNITS	METHOD					
Aroclor-1016	UG/KG-DRY WT.	8080	<46	<38	<49	<36	<49
Aroclor-1221	UG/KG-DRY WT.	8080	<92	<77	<99	<72	<99
Aroclor-1232	UG/KG-DRY WT.	8080	<46	<38	<49	<36	<49
Aroclor-1242	UG/KG-DRY WT.	8080	<46	<38	<49	<36	<49
Aroclor-1248	UG/KG-DRY WT.	8080	<46	<38	<49	<36	<49
Aroclor-1254	UG/KG-DRY WT.	8080	<46	<38	<49	<36	<49
Aroclor-1260	UG/KG-DRY WT.	8080	<46	<38	<49	<36	<49
Moisture	%	160.3	27.4	12.9	32.6	7.5	32.0
Arsenic	MG/KG-DRY WT.	7060	4.13	2.12	4.18	1.64	1.95
Barium	MG/KG-DRY WT.	6010	134	46.8	80.1	48.5	91.5
Cadmium	MG/KG-DRY WT.	6010	<0.689	<0.574	<0.742	<0.541	<0.735
Chromium	MG/KG-DRY WT.	6010	645	988	2120	783	1390
Lead	MG/KG-DRY WT.	6010	8.60	9.53	14.5	6.53	8.82
Mercury	MG/KG-DRY WT.	7471	<0.138	<0.115	<0.148	<0.108	<0.147
Selenium	MG/KG-DRY WT.	7740	<0.689	<0.574	<0.742	<0.541	0.935
Silver	MG/KG-DRY WT.	6010	<1.38	<1.15	<1.48	<1.08	<1.47
TPH, as diesel	MG/KG-DRY WT.	8015/MOD	<14	NRQ	<15	NRQ	<15
TPH, as gasoline	MG/KG-DRY WT.	8015/MOD	<14	NRQ	<15	NRQ	<15
TPH, as jet fuel	MG/KG-DRY WT.	8015/MOD	<14	NRQ	<15	NRQ	<15
TPH, as unidentified hydrocarbon	MG/KG-DRY WT.	8015/MOD	<14	NRQ	<15	NRQ	<15

NRQ - Analysis not requested.

CLIENT SAMPLE ID'S:	SW-1
ESE FIELD GROUP:	21535
ESE SEQUENCE #:	15
DATE COLLECTED:	06/07/95
TIME COLLECTED:	12:30

PARAMETERS	UNITS	METHOD	
Aroclor-1016	UG/L	8080	<1.1
Aroclor-1221	UG/L	8080	<2.2
Aroclor-1232	UG/L	8080	<1.1
Aroclor-1242	UG/L	8080	<1.1
Aroclor-1248	UG/L	8080	<1.1
Aroclor-1254	UG/L	8080	<1.1
Aroclor-1260	UG/L	8080	<1.1
Arsenic,total	UG/L	7060	<10
Barium,total	UG/L	6010	86
Cadmium,total	UG/L	6010	<5.0
Chromium,total	UG/L	6010	<10
Lead,total	UG/L	7421	<5.0
Mercury,total	UG/L	7470	<0.2
Selenium,total	UG/L	7740	<5.0
Silver,total	UG/L	6010	<10
TPH, as diesel	MG/L	8015/MOD	<0.5
TPH, as gasoline	MG/L	8015/MOD	<0.5
TPH, as jet fuel	MG/L	8015/MOD	<0.5
TPH, as unidentified hydrocarbon	MG/L	8015/MOD	<0.5

PROJECT NUMBER 591-5106 PROJECT NAME ESE-CHICAGO (MENASHA)
FIELD GROUP 21535 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:			SB5/10-12	SED-1	SB9/10-12	SB6/10-12	SB7/5-7	SB1/5-7	SB3/10-12
ESE FIELD GROUP:			21535	21535	21535	21535	21535	21535	21535
ESE SEQUENCE #:			23	24	25	26	27	28	29
DATE COLLECTED:									
TIME COLLECTED:									
PARAMETERS	UNITS	METHOD							
Chromium(+6)	MG/KG-DRY WT.	3060,7196	<17.5	<21.9	<18.5	<18.4	<15.8	20.4	<14.6

Environmental Science & Engineering, Inc. DATE 07/07/95 STATUS: FINAL

PROJECT NUMBER 7936002V L216 PROJECT NAME PEORIA VOA'S
FIELD GROUP 302L216 LAB COORDINATOR MICHAEL WALSH

SAMPLE ID'S		SB-1/5-7	SB-2/10-12	SB-3/10-12	SB-4/10-12	SB-5/10-12	SB-6/10-12	SB-7/10-12	SED-1	SB-8/10-12	SB-9/10-12	B-10/10-12
PARAMETERS	STORET	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216
UNITS	METHOD	1	2	3	4	5	6	7	9	10	11	12
DATE		06/05/95	06/06/95	06/06/95	06/06/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95
TIME		15:00	07:45	09:10	14:30	07:30	09:30	11:00	12:30	13:40	14:40	15:45
CHLOROMETHANE	34421	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
BROMOMETHANE	34416	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
VINYL CHLORIDE	34495	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
CHLOROETHANE	34314	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
METHYLENE CHLORIDE	34426	<7.44	<7.44	<5.82	8.92	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
ACETONE	75059	21.8	27.7	20.2	<15.3	<14.1	24.7	<14.0	33.7	<13.7	<14.7	25.2
UG/KG-DRY	8240-D											
CARBON DISULFIDE	78544	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
1,1-DICHLOROETHENE	34504	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
1,1-DICHLOROETHANE	34499	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
1,2-DICHLOROETHENE(TOTAL)	46482	12.9	68.9	41.2	77.1	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	165
UG/KG-DRY	8240-D											
CHLOROFORM	34318	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
1,2-DICHLOROETHANE	34534	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
METHYL ETHYL KETONE	75078	<14.9	<14.9	<11.6	<15.3	<14.1	<14.7	<14.0	<17.6	<13.7	<14.7	<14.7
UG/KG-DRY	8240-D											
1,1,1-TRICHLOROETHANE	34509	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
CARBON TETRACHLORIDE	34299	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
VINYL ACETATE	78498	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
BROMODICHLOROMETHANE	34330	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
1,2-DICHLOROPROPANE	34544	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
CIS-1,3-DICHLOROPROPENE	34702	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
TRICHLOROETHENE	34487	<7.44	16.0	<5.82	48.3	11.0	<7.37	7.44	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
DIBROMOCHLOROMETHANE	34309	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
1,1,2-TRICHLOROETHANE	34514	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
BENZENE	34237	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											

PROJECT NUMBER 7936002V L216 PROJECT NAME PEORIA VOA'S
FIELD GROUP 302L216 LAB COORDINATOR MICHAEL WALSH

SAMPLE ID'S		SB-1/5-7	SB-2/10-12	SB-3/10-12	SB-4/10-12	SB-5/10-12	SB-6/10-12	SB-7/10-12	SED-1	SB-8/10-12	SB-9/10-12	B-10/10-12
PARAMETERS	STORET	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216	302L216
UNITS	METHOD	1	2	3	4	5	6	7	9	10	11	12
DATE		06/05/95	06/06/95	06/06/95	06/06/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95
TIME		15:00	07:45	09:10	14:30	07:30	09:30	11:00	12:30	13:40	14:40	15:45
TRANS-1,3-DICHLOROPROPENE	34697	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
2-CHLOROETHYLVINYLETHER	34579	<14.9	<14.9	<11.6	<15.3	<14.1	<14.7	<14.0	<17.6	<13.7	<14.7	<14.7
UG/KG-DRY	8240-D											
BROMOFORM	34290	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
METHYLISOBUTYLKETONE	75169	<14.9	<14.9	<11.6	<15.3	<14.1	<14.7	<14.0	<17.6	<13.7	<14.7	<14.7
UG/KG-DRY	8240-D											
2-HEXANONE	75166	<14.9	<14.9	<11.6	<15.3	<14.1	<14.7	<14.0	<17.6	<13.7	<14.7	<14.7
UG/KG-DRY	8240-D											
TETRACHLOROETHENE	34478	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
1,1,2,2-TETRACHLOROETHANE	34519	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
TOLUENE	34483	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
CHLOROBENZENE	34304	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
ETHYLBENZENE	34374	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
STYRENE	75192	<7.44	<7.44	<5.82	<7.66	<7.03	<7.37	<7.00	<8.79	<6.87	<7.34	<7.35
UG/KG-DRY	8240-D											
XYLENE, TOTAL	45510	<22.3	<22.3	<17.5	<23.0	<21.1	<22.1	<21.0	<26.4	<20.6	<22.0	<22.1
UG/KG-DRY	8240-D											
%MOISTURE	70320	32.7	33.5	14.4	35.0	28.3	32.2	28.9	42.8	27.4	32.6	32.0
%WET WT												

SAMPLE ID'S		SW-1
PARAMETERS	STORET	302L216
UNITS	METHOD	8
DATE		06/07/95
TIME		12:30
CHLOROMETHANE	34418	<5.00
UG/L	8240-D	
BROMOMETHANE	34413	<5.00
UG/L	8240-D	
VINYL CHLORIDE	39175	14.0
UG/L	8240-D	
CHLOROETHANE	34311	<5.00
UG/L	8240-D	
METHYLENE CHLORIDE	34423	<5.00
UG/L	8240-D	
ACETONE	81552	<10.00
UG/L	8240-D	
CARBON DISULFIDE	77041	<5.00
UG/L	8240-D	
1,1-DICHLOROETHENE	34501	<5.00
UG/L	8240-D	
1,1-DICHLOROETHANE	34496	<5.00
UG/L	8240-D	
1,2-DICHLOROETHENE(TOTAL)	45617	105
UG/L	8240-D	
CHLOROFORM	32106	<5.00
UG/L	8240-D	
1,2-DICHLOROETHANE	34531	<5.00
UG/L	8240-D	
METHYL ETHYL KETONE	81595	<10.00
UG/L	8240-D	
1,1,1-TRICHLOROETHANE	34506	<5.00
UG/L	8240-D	
CARBON TETRACHLORIDE	32102	<5.00
UG/L	8240-D	
VINYL ACETATE	77057	<5.00
UG/L	8240-D	
BROMODICHLOROMETHANE	32101	<5.00
UG/L	8240-D	
1,2-DICHLOROPROPANE	34541	<5.00
UG/L	8240-D	
CIS-1,3-DICHLOROPROPENE	34704	<5.00
UG/L	8240-D	
TRICHLOROETHENE	39180	29.3
UG/L	8240-D	
DIBROMOCHLOROMETHANE	32105	<5.00
UG/L	8240-D	
1,1,2-TRICHLOROETHANE	34511	<5.00
UG/L	8240-D	
BENZENE	34030	<5.00
UG/L	8240-D	
TRANS-1,3-DICHLOROPROPENE	34699	<5.00
UG/L	8240-D	
2-CHLOROETHYLVINYLETHER	34576	<10.00

	UG/L	8240-D	
BROMOFORM		32104	<5.00
	UG/L	8240-D	
METHYLISOBUTYLKETONE		81596	<10.00
	UG/L	8240-D	
2-HEXANONE		77103	<10.00
	UG/L	8240-D	
TETRACHLOROETHENE		34475	<5.00
	UG/L	8240-D	
1,1,2,2-TETRACHLOROETHANE		34516	<5.00
	UG/L	8240-D	
TOLUENE		34010	<5.00
	UG/L	8240-D	
CHLOROBENZENE		34301	<5.00
	UG/L	8240-D	
ETHYLBENZENE		34371	<5.00
	UG/L	8240-D	
STYRENE		77128	<5.00
	UG/L	8240-D	
XYLENE, TOTAL		81551	<15.0
	UG/L	8240-D	

QC SUMMARY

Method Blank (MB) Sample Summary

NAME	UNITS	STOR*METH	BATCH	SAMPLE	DATE	FOUND	DET LMT	FOOTNOTE
CHLOROMETHANE	UG/KG-	34421*8240-D	D14817	MB*D14817*1	06/13/95	0.0	5.00	
CHLOROMETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
BROMOMETHANE	UG/KG-	34416*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
BROMOMETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
VINYL CHLORIDE	UG/KG-	34495*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
VINYL CHLORIDE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
CHLOROETHANE	UG/KG-	34314*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
CHLOROETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
METHYLENE CHLORIDE	UG/KG-	34426*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
METHYLENE CHLORIDE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
ACETONE	UG/KG-	75059*8240-D		MB*D14817*1	06/13/95	7.48	10.0	
ACETONE	UG/KG-			MB*D14817*2	06/14/95	5.69	10.0	
CARBON DISULFIDE	UG/KG-	78544*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
CARBON DISULFIDE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
1,1-DICHLOROETHENE	UG/KG-	34504*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,1-DICHLOROETHENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
1,1-DICHLOROETHANE	UG/KG-	34499*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,1-DICHLOROETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
1,2-DICHLOROETHENE(TOTAL)	UG/KG-	46482*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,2-DICHLOROETHENE(TOTAL)	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
CHLOROFORM	UG/KG-	34318*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
CHLOROFORM	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
1,2-DICHLOROETHANE	UG/KG-	34534*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,2-DICHLOROETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
METHYL ETHYL KETONE	UG/KG-	75078*8240-D		MB*D14817*1	06/13/95	0.0	10.0	
METHYL ETHYL KETONE	UG/KG-			MB*D14817*2	06/14/95	0.0	10.0	
1,1,1-TRICHLOROETHANE	UG/KG-	34509*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,1,1-TRICHLOROETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
CARBON TETRACHLORIDE	UG/KG-	34299*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
CARBON TETRACHLORIDE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
VINYL ACETATE	UG/KG-	78498*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
VINYL ACETATE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
BROMODICHLOROMETHANE	UG/KG-	34330*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
BROMODICHLOROMETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
1,2-DICHLOROPROPANE	UG/KG-	34544*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,2-DICHLOROPROPANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
CIS-1,3-DICHLOROPROPENE	UG/KG-	34702*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
CIS-1,3-DICHLOROPROPENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
TRICHLOROETHENE	UG/KG-	34487*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
TRICHLOROETHENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
DIBROMOCHLOROMETHANE	UG/KG-	34309*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
DIBROMOCHLOROMETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
1,1,2-TRICHLOROETHANE	UG/KG-	34514*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,1,2-TRICHLOROETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
BENZENE	UG/KG-	34237*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
BENZENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
TRANS-1,3-DICHLOROPROPENE	UG/KG-	34697*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
TRANS-1,3-DICHLOROPROPENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
2-CHLOROETHYLVINYLETHER	UG/KG-	34579*8240-D		MB*D14817*1	06/13/95	0.0	10.0	
2-CHLOROETHYLVINYLETHER	UG/KG-			MB*D14817*2	06/14/95	0.0	10.0	
BROMOFORM	UG/KG-	34290*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
BROMOFORM	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
METHYLISOBUTYLKETONE	UG/KG-	75169*8240-D		MB*D14817*1	06/13/95	0.0	10.0	

QC SUMMARY

Standard Matrix Spike (SP) Recovery and Replicate Summary

NAME	UNITS	STOR*METH	BATCH	SAMPLE	DATE	MB	TARGET	FOUND	%RECV	RECV CRIT	R.P.D.	R.P.D. CRIT.	SPIKE CONC	FOO
1,1-DICHLOROETHENE	UG/KG-	34504*8240-D		SP1*D14817*1	06/13/95	0.0	50.0	64.2	128.4	60-172		56	64.2	
1,1-DICHLOROETHENE	UG/KG-			SP1*D14817*2	06/14/95	0.0	50.0	66.4	132.8	60-172	RPD*1	56	66.4	
TRICHLOROETHENE	UG/KG-	34487*8240-D		SP1*D14817*1	06/13/95	0.0	50.0	50.9	101.8	58.4-149.6		46.4	50.9	
TRICHLOROETHENE	UG/KG-			SP1*D14817*2	06/14/95	0.0	50.0	52.6	105.2	58.4-149.6	RPD*1	46.4	52.6	
BENZENE	UG/KG-	34237*8240-D		SP1*D14817*1	06/13/95	0.0	50.0	57.7	115.4	75.9-140.1		37.1	57.7	
TOLUENE	UG/KG-	34483*8240-D		SP1*D14817*1	06/13/95	0.0	50.0	56.4	112.8	78.4-133.6		36.8	56.4	
TOLUENE	UG/KG-			SP1*D14817*2	06/14/95	0.0	50.0	58.2	116.4	78.4-133.6	RPD*1	36.8	58.2	
CHLOROBENZENE	UG/KG-	34304*8240-D		SP1*D14817*1	06/13/95	0.0	50.0	51.0	102.0	69.7-124.3		23.9	51.0	
CHLOROBENZENE	UG/KG-			SP1*D14817*2	06/14/95	0.0	50.0	54.3	108.6	69.7-124.3	RPD*1	23.9	54.3	
1,1-DICHLOROETHENE	UG/L	34501*8240-D		SP1*D14818*1		0.0	50.0	64.2	128.4	61-145		77	64.2	
TRICHLOROETHENE	UG/L	39180*8240-D		SP1*D14818*1		0.0	50.0	50.9	101.8	58.6-132.4		32.4	50.9	
BENZENE	UG/L	34030*8240-D		SP1*D14818*1		0.0	50.0	57.7	115.4	67.6-127.2		32.2	57.7	
TOLUENE	UG/L	34010*8240-D		SP1*D14818*1		0.0	50.0	56.4	112.8	76.5-123.3		30.9	56.4	
CHLOROBENZENE	UG/L	34301*8240-D		SP1*D14818*1		0.0	50.0	51.0	102.0	68.6-128.6		28.8	51.0	

QC SUMMARY

Sample Matrix Spike (SPM) Recovery Summary

NAME	UNITS	STOR*METH	BATCH	SAMPLE	DATE	MB	TARGET	FOUND	%RECV	RECV CRIT	UNSPIKED	R.P.D.	R.P.D. CRIT.	SPIKE
1,1-DICHLOROETHENE	UG/KG-	34504*8240-D		SPM1*302L216*12		0.0	73.5	104	141.4	60-172	0.0		56	104
1,1-DICHLOROETHENE	UG/KG-			SPM2*302L216*12		0.0	73.5	102	138.7	60-172	0.0	2.0	56	102
TRICHLOROETHENE	UG/KG-	34487*8240-D		SPM1*302L216*12		0.0	73.5	74.4	101.2	58.4-149.	60.0		46.4	74.4
TRICHLOROETHENE	UG/KG-			SPM2*302L216*12		0.0	73.5	72.7	98.9	58.4-149.	60.0	2.3	46.4	72.7
BENZENE	UG/KG-	34237*8240-D		SPM1*302L216*12		0.0	73.5	93.4	127.0	75.9-140.	10.0		37.1	93.4
BENZENE	UG/KG-			SPM2*302L216*12		0.0	73.5	93.8	127.6	75.9-140.	10.0	0.4	37.1	93.8
TOLUENE	UG/KG-	34483*8240-D		SPM1*302L216*12		0.0	73.5	92.8	126.2	78.4-133.	60.0		36.8	92.8
TOLUENE	UG/KG-			SPM2*302L216*12		0.0	73.5	96.2	130.8	78.4-133.	60.0	3.5	36.8	96.2
CHLOROBENZENE	UG/KG-	34304*8240-D		SPM1*302L216*12		0.0	73.5	77.6	105.5	69.7-124.	30.0		23.9	77.6
CHLOROBENZENE	UG/KG-			SPM2*302L216*12		0.0	73.5	76.1	103.5	69.7-124.	30.0	2.0	23.9	76.1

Environmental Science & Engineering 07/20/95 STATUS :FINAL PAGE 1
PROJECT NUMBER 591-5106 PROJECT NAME ESE-CHICAGO (MENASHA)
FIELD GROUP 21535 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:			RELOG*1	RELOG*3	RELOG*5	RELOG*7	RELOG*9	RELOG*11	RELOG*13	RELOG*17
ESE FIELD GROUP:			21535	21535	21535	21535	21535	21535	21535	21535
ESE SEQUENCE #:			30	31	32	33	34	35	36	37
DATE COLLECTED:			06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95
TIME COLLECTED:										
PARAMETERS	UNITS	METHOD								
Chromium(+6)	MG/KG-DRY WT.	3060,7196	<17.4	<17.2	<16.0	<15.4	<17.0	<18.5	<15.8	<15.8

Environmental Science & Engineering 07/20/95 STATUS :FINAL PAGE 2
PROJECT NUMBER 591-5106 PROJECT NAME ESE-CHICAGO (MENASHA)
FIELD GROUP 21535 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:			RELOG*19	RELOG*21
ESE FIELD GROUP:			21535	21535
ESE SEQUENCE #:			38	39
DATE COLLECTED:			06/07/95	06/07/95
TIME COLLECTED:				
PARAMETERS	UNITS	METHOD		
Chromium(+6)	MG/KG-DRY WT.	3060,7196	<14.4	<13.5

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.
CHICAGO 21535 DATES REPORT

SAMPLE	STATION ID	COLLECT	RECEIPT	CLASSIFICATION	EXTRACT	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
21535*30	RELOG*1	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*31	RELOG*3	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*32	RELOG*5	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*33	RELOG*7	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*34	RELOG*9	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*35	RELOG*11	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*36	RELOG*13	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*37	RELOG*17	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*38	RELOG*19	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222
21535*39	RELOG*21	06/07/95	06/09/95	Chromium(+6) - 7196	NA	07/10/95	NA	33/1*	P29222

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

ESE Environmental Science & Engineering, Inc.
A CILCORP Company
8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

FOR LAB USE ONLY
Project Number: 591-5106
Due Date: 6-16-95

Chain of Custody Record

№ 11751

Company: ENVIRONMENTAL SCIENCE & ENG. INC.
Address: 5440 NORTH CUMBERLAND AVE
SUITE 111
CHICAGO, IL 60656
Phone #: (312) 693-6030 Fax #: (312) 693-6039
P.O. #:
Client Contact: JOHN NARDOZZI
Project # / Location: MENASHA PH II - 5595023.5102

Sample Type:
1. Water
2. Soil
3. Sludge
4. Oil
5. Tissue
Other :

Container Type:
P - Plastic
G - Glass
V - VOC

Preservative:
1. None
2. H2SO4
3. HNO3
4. NaOH

Analyses

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOCs 8240	PCBs 8080	8 RCRA METALS	TPH 418.1										Comments
SB-1/0-2'	S	4oz.	G	2	6/5/95	14:55	COOL	21535-1		X	X										A	
SB-1/5-7'	S	4oz	G	3	6/5/95	15:00	"	-2		X	X	X									B	
SB-1/5-7'	S	2oz	G	1	6/5/95	15:00	"		X													
SB-2/0-2'	S	4oz.	G	2	6/6/95	07:20	"	-3		X	X										A	
SB-2/10-12'	S	4oz	G	3	6/6/95	07:45	"	-4		X	X	X									B	
SB-2/10-12'	S	2oz	G	1	6/6/95	07:45	"		X													
SB-3/0-2'	S	4oz	G	2	6/6/95	08:45	"	-5		X	X										A	
SB-3/10-12'	S	4oz	G	3	6/6/95	09:10	"	-6		X	X	X									B	
SB-3/10-12'	S	2oz	G	1	6/6/95	09:10	"	-6	X													
SB-4/0-2'	S	4oz	G	2	6/6/95	14:10	"	-7		X	X										A	
SB-4/10-12'	S	4oz	G	3	6/6/95	14:30	"	-8		X	X	X									B	
SB-4/10-12'	S	2oz	G	1	6/6/95	14:30	"	-8	X													

Relinquished By:	Date: 6-8-95 Time: 11:00	Received By: Chris Causey	Date: 6-9-95 Time: 9:00am
Relinquished By: Chris Causey	Date: 6-9-95 Time: 12:00pm	Received For Lab By:	Date: -- -- Time: :

TURNAROUND TIME:
☒ RUSH: 5 day turnaround
☐ ROUTINE

FOR LAB USE ONLY
Samples Received Chilled
☐ Yes
☐ No
10°C

Copies: White - Client Canary - Lab Receiving Pink - Lab File Goldenrod - Retained by Sampler

SPECIAL INSTRUCTIONS: PLEASE CALL
JOHN NARDOZZI
TO CONFIRM SHIPMENT ARRIVAL

Environmental Science & Engineering, Inc.

8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

FOR LAB USE ONLY
Project Number: ____ - ____
Due Date: ____ - ____ - ____

Chain of Custody Record

№ 11754

Company: ENVIRONMENTAL SCIENCE & ENG. INC.
Address: 5440 NORTH CUMBERLAND AVE
SUITE 111
CHICAGO IL
Phone #: (312) 693-6030 Fax #: (312) 693-6039
P.O. #:
Client Contact: JOHN NARDOZZI
Project # / Location: MENASHA . PH-II

Sample Type:
1. Water
2. Soil
3. Sludge
4. Oil
5. Tissue
Other :

Container Type:
P - Plastic
G - Glass
V - VOC

Preservative:
1. None 3. HNO3
2. H2SO4 4. NaOH

Analyses

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOCs - 6240	PCBs - 8080	8 RCRA METALS	TPH 418.1	Comments
SW-1	1	1L	G	1	6/7/95	12:30	2	21535-15			X		
SED-1	2	4oz	G	3	6/7/95	12:30	COOL	-16		X	X		B
SED-1	2	2oz	G	1	6/7/95	12:30	COOL	-16	X				
SB-8/0-2'	2	4oz	G	2	6/7/95	13:20	COOL	-17		X	X		A
SB-8/10-12'	2	4oz	G	3	6/7/95	13:40	"	-18		X	X	X	B
SB-8/10-12'	2	2oz	G	1	6/7/95	13:40	"	-18	X				
SB-9/0-2	2	4oz	G	2	6/7/95	14:20	"	-19		X	X		A
SB-9/10-12'	2	4oz	G	3	6/7/95	14:40	"	-20		X	X	X	B
SB-9/10-12'	2	2oz	G	1	6/7/95	14:40	"	-20	X				
SB-10/0-2	2	4oz	G	2	6/7/95	15:30	"	-21		X	X		A
SB-10/10-12'	2	4oz	G	3	6/7/95	15:45	"	-22		X	X	X	B
SB-10/10-12'	2	2oz	G	1	6/7/95	15:45	"	-22	X				

Relinquished By: Steph J Flint	Date: 6 -- 8 -- 95 Time: 11:00	Received By: Chris Cooney	Date: 6 -- 9 -- 95 Time: 9 : 00am
Relinquished By: Chris Cooney	Date: 6 -- 9 -- 95 Time: 12 : 00 pm	Received For Lab By:	Date: -- -- Time: :

TURNAROUND TIME:
☒ RUSH: 5 day turnaround
☐ ROUTINE

FOR LAB USE ONLY
Samples Received Chilled
☐ Yes
☐ No
10°C

SPECIAL INSTRUCTIONS: PLEASE CALL TO CONFIRM ARRIVAL OF SHIPMENT

Copies: White - Client Canary - Lab Receiving Pink - Lab File Goldenrod - Retained by Sampler

QC SUMMARY

Method Blank (MB) Sample Summary

NAME	UNITS	STOR*METH	BATCH	SAMPLE	DATE	FOUND	DET LMT	FOOTNOTE
METHYLISOBUTYLKETONE	UG/KG-	75169*8240-D	D14817	MB*D14817*2	06/14/95	0.0	10.0	
2-HEXANONE	UG/KG-	75166*8240-D		MB*D14817*1	06/13/95	0.0	10.0	
2-HEXANONE	UG/KG-			MB*D14817*2	06/14/95	0.0	10.0	
TETRACHLOROETHENE	UG/KG-	34478*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
TETRACHLOROETHENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
1,1,2,2-TETRACHLOROETHANE	UG/KG-	34519*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
1,1,2,2-TETRACHLOROETHANE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
TOLUENE	UG/KG-	34483*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
TOLUENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
CHLOROBENZENE	UG/KG-	34304*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
CHLOROBENZENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
ETHYLBENZENE	UG/KG-	34374*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
ETHYLBENZENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
STYRENE	UG/KG-	75192*8240-D		MB*D14817*1	06/13/95	0.0	5.00	
STYRENE	UG/KG-			MB*D14817*2	06/14/95	0.0	5.00	
XYLENE, TOTAL	UG/KG-	45510*8240-D		MB*D14817*1	06/13/95	0.0	15.0	
XYLENE, TOTAL	UG/KG-			MB*D14817*2	06/14/95	0.0	15.0	
CHLOROMETHANE	UG/L	34418*8240-D	D14818	MB*D14818*1	06/13/95	0.0	5.00	
BROMOMETHANE	UG/L	34413*8240-D		MB*D14818*1		0.0	5.00	
VINYL CHLORIDE	UG/L	39175*8240-D		MB*D14818*1		0.0	5.00	
CHLOROETHANE	UG/L	34311*8240-D		MB*D14818*1		0.0	5.00	
METHYLENE CHLORIDE	UG/L	34423*8240-D		MB*D14818*1		0.0	5.00	
ACETONE	UG/L	81552*8240-D		MB*D14818*1		8.43	10.00	
CARBON DISULFIDE	UG/L	77041*8240-D		MB*D14818*1		0.0	5.00	
1,1-DICHLOROETHENE	UG/L	34501*8240-D		MB*D14818*1		0.0	5.00	
1,1-DICHLOROETHANE	UG/L	34496*8240-D		MB*D14818*1		0.0	5.00	
1,2-DICHLOROETHENE(TOTAL)	UG/L	45617*8240-D		MB*D14818*1		0.0	10.00	
CHLOROFORM	UG/L	32106*8240-D		MB*D14818*1		0.0	5.00	
1,2-DICHLOROETHANE	UG/L	34531*8240-D		MB*D14818*1		0.0	5.00	
METHYL ETHYL KETONE	UG/L	81595*8240-D		MB*D14818*1		0.0	10.00	
1,1,1-TRICHLOROETHANE	UG/L	34506*8240-D		MB*D14818*1		0.0	5.00	
CARBON TETRACHLORIDE	UG/L	32102*8240-D		MB*D14818*1		0.0	5.00	
VINYL ACETATE	UG/L	77057*8240-D		MB*D14818*1		0.0	5.00	
BROMODICHLOROMETHANE	UG/L	32101*8240-D		MB*D14818*1		0.0	5.00	
1,2-DICHLOROPROPANE	UG/L	34541*8240-D		MB*D14818*1		0.0	5.00	
CIS-1,3-DICHLOROPROPENE	UG/L	34704*8240-D		MB*D14818*1		0.0	5.00	
TRICHLOROETHENE	UG/L	39180*8240-D		MB*D14818*1		0.0	5.00	
DIBROMOCHLOROMETHANE	UG/L	32105*8240-D		MB*D14818*1		0.0	5.00	
1,1,2-TRICHLOROETHANE	UG/L	34511*8240-D		MB*D14818*1		0.0	5.00	
BENZENE	UG/L	34030*8240-D		MB*D14818*1		0.0	5.00	
TRANS-1,3-DICHLOROPROPENE	UG/L	34699*8240-D		MB*D14818*1		0.0	5.00	
2-CHLOROETHYLVINYLETHER	UG/L	34576*8240-D		MB*D14818*1		0.0	10.00	
BROMOFORM	UG/L	32104*8240-D		MB*D14818*1		0.0	5.00	
METHYLISOBUTYLKETONE	UG/L	81596*8240-D		MB*D14818*1		0.0	10.00	
2-HEXANONE	UG/L	77103*8240-D		MB*D14818*1		0.0	10.00	
TETRACHLOROETHENE	UG/L	34475*8240-D		MB*D14818*1		0.0	5.00	
1,1,2,2-TETRACHLOROETHANE	UG/L	34516*8240-D		MB*D14818*1		0.0	5.00	
TOLUENE	UG/L	34010*8240-D		MB*D14818*1		0.0	5.00	
CHLOROBENZENE	UG/L	34301*8240-D		MB*D14818*1		0.0	5.00	
ETHYLBENZENE	UG/L	34371*8240-D		MB*D14818*1		0.0	5.00	
STYRENE	UG/L	77128*8240-D		MB*D14818*1		0.0	5.00	
XYLENE, TOTAL	UG/L	81551*8240-D		MB*D14818*1		0.0	15.0	

ESE Environmental Science & Engineering, Inc.
A CILCORP Company
8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

FOR LAB USE ONLY
Project Number: ____-____
Due Date: ____-____

Chain of Custody Record

№ 11753

Company: ENVIRONMENTAL SCIENCE & ENGINEERING
Address: 5440 NORTH CUMBERLAND AVE
SUITE 111
CHICAGO, IL 60656
Phone #: (312) 693-6030 Fax #: (312) 693-6039
P.O. #:
Client Contact: JOHN NARDOZZI
Project # / Location: MENASHA PH. II - 5595023.5102

Sample Type: 1. Water 2. Soil 3. Sludge 4. Oil 5. Tissue Other: ____
Container Type: P - Plastic G - Glass V - VOC
Preservative: 1. None 2. H2SO4 3. HNO3 4. NaOH

Analyses

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOCs - 8240	PCBs - 8080	8 RCRA METALS	TPH 418.1										Comments
SB-5/0-2'	S	4oz	G	2	6/6/95	15:20	COOL	21535-9		X	X										A	
SB-5/10-12'	S	4oz	G	3	6/7/95	07:30	"	-10		X	X	X									B	
SB-5/10-12'	S	2oz	G	1	6/7/95	07:30	"	-10	X													
SB-6/0-2'	S	4oz	G	2	6/7/95	08:45	"	-11		X	X										A	
SB-6/10-12'	S	4oz	G	3	6/7/95	09:30	"	-12		X	X	X									B	
SB-6/10-12'	S	2oz	G	1	6/7/95	09:30	"	-12	X													
SB-7/0-2'	S	4oz	G	2	6/7/95	10:45	"	-13		X	X										A	
SB-7/10-12'	S	4oz	G	3	6/7/95	11:00	"	-14		X	X	X									B	
SB-7/10-12'	S	2oz	G	1	6/7/95	11:00	"	-14	X													
SW-1	1	40mL	V	4	6/7/95	12:30	HCL	-15	X												C	
SW-1	1	1L	G	1	6/7/95	12:30	COOL	-15		X												
SW-1	1	1L	P	1	6/7/95	12:30	3	-15			X											TOTAL METALS

Relinquished By:	Date:	Received By:	Date:
Steph J. Flint	6-8-95 Time: 11:00	Chris Causey	6-9-95 Time: 9:00am
Relinquished By: Chris Causey	Date: 6-9-95 Time: 12:00pm	Received For Lab By:	Date: -- Time:

TURNAROUND TIME:
☒ RUSH: 5 day turnaround
☐ ROUTINE

FOR LAB USE ONLY
Samples Received Chilled
☐ Yes
☐ No
10°C

SPECIAL INSTRUCTIONS: PLEASE CALL JOHN NARDOZZI TO CONFIRM ARRIVAL of SAMPLES

Copies: White - Client Canary - Lab Receiving Pink - Lab File Goldenrod - Retained by Sampler

CHICAGO 21535 DATES REPORT

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
21535*1	SB-1/0-2	06/05/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	7/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	9/180	P28859
				Barium - 6010	NA	06/13/95	NA	8/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	8/180	P28829
				Chromium - 6010	NA	06/13/95	NA	8/180	P28829
				Lead - 6010	NA	06/13/95	NA	8/180	P28829
				Mercury - 7471	NA	06/14/95	NA	9/28	P28843
				Selenium - 7740	NA	06/14/95	NA	9/180	P28875
				Silver - 6010	NA	06/13/95	NA	8/180	P28829
21535*2	SB-1/5-7	06/05/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	7/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	9/180	P28859
				Barium - 6010	NA	06/13/95	NA	8/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	8/180	P28829
				Chromium - 6010	NA	06/13/95	NA	8/180	P28829
				Lead - 6010	NA	06/13/95	NA	8/180	P28829
				Mercury - 7471	NA	06/14/95	NA	9/28	P28843
				Selenium - 7740	NA	06/14/95	NA	9/180	P28875
				Silver - 6010	NA	06/13/95	NA	8/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
21535*3	SB-2/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829

!1535*4	SB-2/10-12	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928

:OOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				TPH, as gasoline - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
21535*5	SB-3/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
21535*6	SB-3/10-12	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
21535*7	SB-4/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829

			Lead - 6010	NA	06/13/95	NA	7/180	P28829
			Mercury - 7471	NA	06/14/95	NA	8/28	P28843
			Selenium - 7740	NA	06/14/95	NA	8/180	P28875
			Silver - 6010	NA	06/13/95	NA	7/180	P28829
1535*8	SB-4/10-12	06/06/95 06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
			Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
			Barium - 6010	NA	06/13/95	NA	7/180	P28829
			Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
			Chromium - 6010	NA	06/13/95	NA	7/180	P28829

OOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
21535*9	SB-5/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
21535*10	SB-5/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*11	SB-6/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833

			Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
			Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
			Barium - 6010	NA	06/13/95	NA	6/180	P28829
			Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
			Chromium - 6010	NA	06/13/95	NA	6/180	P28829
			Lead - 6010	NA	06/13/95	NA	6/180	P28829
			Mercury - 7471	NA	06/14/95	NA	7/28	P28843
			Selenium - 7740	NA	06/14/95	NA	7/180	P28875
			Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*12	SB-6/10-12	06/07/95 06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/13/95	NA	6/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*13	SB-7/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*14	SB-7/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*15	SW-1	06/07/95	06/09/95	Aroclor-1016 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
				Aroclor-1221 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813

Aroclor-1232 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1242 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1248 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1254 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1260 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Arsenic,total - 7060	NA	06/14/95	NA	7/180	P28865
Barium,total - 6010	NA	06/13/95	NA	6/180	P28812
Cadmium,total - 6010	NA	06/13/95	NA	6/180	P28812
Chromium,total - 6010	NA	06/13/95	NA	6/180	P28812
Lead,total - 7421	NA	06/13/95	NA	6/180	P28827
Mercury,total - 7470	NA	06/14/95	NA	7/28	P28848
Selenium,total - 7740	NA	06/13/95	NA	6/180	P28827
Silver,total - 6010	NA	06/13/95	NA	6/180	P28812
TPH, as diesel - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
TPH, as gasoline - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
TPH, as jet fuel - 8015M	06/15/95	06/15/95	8/14	0/40	P28900

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				TPH, as unidentified hydrocarbon - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
				TPH, as motor oil - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
				TPH, as mineral spirits - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
21535*16	SED-1	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
21535*17	SB-8/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*18	SB-8/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843

			Selenium - 7740	NA	06/14/95	NA	7/180	P28875
			Silver - 6010	NA	06/13/95	NA	6/180	P28829
			TPH, as diesel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as gasoline - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as jet fuel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as motor oil - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as mineral spirits - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
1535*19	SB-9/0-2	06/07/95 06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Moisture - 160.3	NA	06/12/95	NA	5/180	P28806

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*20	SB-9/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*21	SB-10/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*22	SB-10/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859

Barium - 6010	NA	06/13/95	NA	6/180	P28829
Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
Chromium - 6010	NA	06/13/95	NA	6/180	P28829
Lead - 6010	NA	06/13/95	NA	6/180	P28829
Mercury - 7471	NA	06/14/95	NA	7/28	P28843
Selenium - 7740	NA	06/15/95	NA	8/180	P28875
Silver - 6010	NA	06/13/95	NA	6/180	P28829
TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

Environmental Science & Engineering, Inc.
8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

FOR LAB USE ONLY
Project Number: ____-____
Due Date: ____-____-____

Chain of Custody Record

№ 11754

Company: ENVIRONMENTAL SCIENCE & ENG. INC.
Address: 5440 NORTH CUMBERLAND AVE
SUITE 111
CHICAGO IL
Phone #: (312) 693-6030 Fax #: (312) 693-6039
P.O. #:
Client Contact: JOHN NARDOZZI
Project # / Location: MENASHA . PN-II

Sample Type:
1. Water
2. Soil
3. Sludge
4. Oil
5. Tissue
Other :

Container Type:
P - Plastic
G - Glass
V - VOC

Preservative:
1. None 3. HNO3
2. H2SO4 4. NaOH

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOCs - 8240	PCBs - 8080	8 RCRA METALS	TPH 418.1	Comments
SW-1	1	1L	G	1	6/7/95	12:30	2	21535-15			X		
SED-1	2	4oz	G	3	6/7/95	12:30	COOL	-16		X	X		B
SED-1	2	2oz	G	1	6/7/95	12:30	COOL	-16	X				
SB-8/0-2'	2	4oz	G	2	6/7/95	13:20	COOL	-17		X	X		A
SB-8/10-12'	2	4oz	G	3	6/7/95	13:40	"	-18		X	X	X	B
SB-8/10-12'	2	2oz	G	1	6/7/95	13:40	"	-18	X				
SB-9/0-2	2	4oz	G	2	6/7/95	14:20	"	-19		X	X		A
SB-9/10-12'	2	4oz	G	3	6/7/95	14:40	"	-20		X	X	X	B
SB-9/10-12'	2	2oz	G	1	6/7/95	14:40	"	-20	X				
SB-10/0-2	2	4oz	G	2	6/7/95	15:30	"	-21		X	X		A
SB-10/10-12'	2	4oz	G	3	6/7/95	15:45	"	-22		X	X	X	B
SB-10/10-12'	2	2oz	G	1	6/7/95	15:45	"	-22	X				

Relinquished By: Steph J Flint
Date: 6 -- 8 -- 95
Time: 11:00
Received By: Chris Conway
Date: 6 -- 9 -- 95
Time: 9 : 00am

Relinquished By: Chris Conway
Date: 6 -- 9 -- 95
Time: 12 : 00 pm
Received For Lab By:
Date: -- --
Time: :

TURNAROUND TIME:
☒ RUSH: 5 day turnaround
☐ ROUTINE

FOR LAB USE ONLY
Samples Received Chilled
☐ Yes
☐ No
10°C

SPECIAL INSTRUCTIONS: PLEASE CALL TO CONFIRM ARRIVAL OF SHIPMENT

Copies: White - Client Canary - Lab Receiving Pink - Lab File Goldenrod - Remediation Services

Environmental Science & Engineering, Inc.
8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

FOR LAB USE ONLY
Project Number: ____-____
Due Date: ____-____-____

Chain of Custody Record

№ 11753

Company: ENVIRONMENTAL SCIENCE & ENGINEERING INC.
Address: 5440 NORTH CUMBERLAND AVE
SUITE 111
CHICAGO, IL 60656
Phone #: (312) 693-6030 Fax #: (312) 693-6039
P.O. #:
Client Contact: JOHN NARDOZZI
Project # / Location: MENASHA PH. II - 55795023.5102

Sample Type: 1. Water 2. Soil 3. Sludge 4. Oil 5. Tissue Other :
Container Type: P - Plastic G - Glass V - VOC
Preservative: 1. None 2. H2SO4 3. HNO3 4. NaOH

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOCs - 8240	PCBs - 8080	8 RCRA METALS	TPH 418.1	Comments
SB-5/0-2'	S	4oz	G	2	6/6/95	15:20	COOL	21535-9		X	X		A
SB-5/10-12'	S	4oz	G	3	6/7/95	07:30	"	-10		X	X	X	B
SB-5/10-12'	S	2oz	G	1	6/7/95	07:30	"	-10	X				
SB-6/0-2'	S	4oz	G	2	6/7/95	08:45	"	-11		X	X		A
SB-6/10-12'	S	4oz	G	3	6/7/95	09:30	"	-12		X	X	X	B
SB-6/10-12'	S	2oz	G	1	6/7/95	09:30	"	-12	X				
SB-7/0-2'	S	4oz	G	2	6/7/95	10:45	"	-13		X	X		A
SB-7/10-12'	S	4oz	G	3	6/7/95	11:00	"	-14		X	X	X	B
SB-7/10-12'	S	2oz	G	1	6/7/95	11:00	"	-14	X				
SW-1	W	40ml	V	4	6/7/95	12:30	HCL	-15	X				C
SW-1	W	1L	G	1	6/7/95	12:30	COOL	-15		X			
SW-1	W	1L	P	1	6/7/95	12:30	3	-15			X		TOTAL METALS

Relinquished By: Steph J. Flint	Date: 6 -- 8 -- 95 Time: 11 : 00	Received By: Chris Cawley	Date: 6 -- 9 -- 95 Time: 9 : 00am
Relinquished By: Chris Cawley	Date: 6 -- 9 -- 95 Time: 12 : 00 pm	Received For Lab By:	Date: -- -- Time: :

TURNAROUND TIME: ☒ RUSH: 5 day turnaround ☐ ROUTINE

FOR LAB USE ONLY
Samples Received Chilled ☐ Yes ☐ No 10°C

SPECIAL INSTRUCTIONS: PLEASE CALL JOHN NARDOZZI TO CONFIRM ARRIVAL OF SAMPLES

Copies: White - Client Canary - Lab Receiving Pink - Lab File Goldenrod - Accounting Services

ESE Environmental Science & Engineering, Inc.

8901 North Industrial Road -- Peoria, Illinois 61615
Telephone: (309) 692-4422 -- Fax: (309) 692-5232

FOR LAB USE ONLY
Project Number: 591-5106
Due Date: 6-16-95

Chain of Custody Record

№ 11751

Company: ENVIRONMENTAL SCIENCE & ENG. INC.
Address: 5440 NORTH CUMBERLAND AVE
SUITE 111
CHICAGO, IL 60656
Phone #: (312) 693-6030 Fax #: (312) 693-6039
P.O. #:
Client Contact: JOHN NARDOZZI
Project # / Location: MENASHA PH II -5595023.5102

Sample Type:
1. Water
2. Soil
3. Sludge
4. Oil
5. Tissue
Other :

Container Type:
P - Plastic
G - Glass
V - VOC

Preservative:
1. None 3. HNO3
2. H2SO4 4. NaOH

Analyses

Sample I.D. (10 Characters ONLY)	Sample Type	Container Size	Container Type	Container No.	Sampling Date	Sampling Time	Preservative	Lab I.D.	VOCs 8240	PCBs 8080	RCRA METALS	TPH 418.1	Comments
SB-1/0-2'	S	4oz.	G	2	6/5/95	14:55	COOL	21535-1		X	X		A
SB-1/5-7'	S	4oz	G	3	6/5/95	15:00	"	-2		X	X	X	B
SB-1/5-7'	S	2oz	G	1	6/5/95	15:00	"		X				
SB-2/0-2'	S	4oz.	G	2	6/6/95	07:20	"	-3		X	X		A
SB-2/10-12'	S	4oz	G	3	6/6/95	07:45	"	-4		X	X	X	B
SB-2/10-12'	S	2oz	G	1	6/6/95	07:45	"		X				
SB-3/0-2'	S	4oz	G	2	6/6/95	08:45	"	-5		X	X		A
SB-3/10-12'	S	4oz	G	3	6/6/95	09:10	"	-6		X	X	X	B
SB-3/10-12'	S	2oz	G	1	6/6/95	09:10	"	-6	X				
SB-4/0-2'	S	4oz	G	2	6/6/95	14:10	"	-7		X	X		A
SB-4/10-12'	S	4oz	G	3	6/6/95	14:30	"	-8		X	X	X	B
SB-4/10-12'	S	2oz	G	1	6/6/95	14:30	"	-8	X				

Relinquished By: [signature]
Date: 6 -- 8 --95
Time: 11 : 00
Received By: [signature]

Relinquished By: [signature]
Date: 6 -- 9 --95
Time: 12 : 00pm
Received For Lab By:
Date: 6 -- 9 --95
Time: 9 : 00am

TURNAROUND TIME:
☒ RUSH: 5 day turnaround
☐ ROUTINE

FOR LAB USE ONLY
Samples Received Chilled
☐ Yes
☐ No
10 °C

SPECIAL INSTRUCTIONS: PLEASE CALL JOHN NARDOZZI TO CONFIRM SHIPMENT ARRIVAL

Copies: White - Client Canary - Lab Receiving Pink - Lab File Goldenrod - Originator

CHICAGO 21535 DATES REPORT

AMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
21535*1	SB-1/0-2	06/05/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/12/95	7/14	0/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	7/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	9/180	P28859
				Barium - 6010	NA	06/13/95	NA	8/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	8/180	P28829
				Chromium - 6010	NA	06/13/95	NA	8/180	P28829
				Lead - 6010	NA	06/13/95	NA	8/180	P28829
				Mercury - 7471	NA	06/14/95	NA	9/28	P28843
				Selenium - 7740	NA	06/14/95	NA	9/180	P28875
				Silver - 6010	NA	06/13/95	NA	8/180	P28829
21535*2	SB-1/5-7	06/05/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	7/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	7/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	9/180	P28859
				Barium - 6010	NA	06/13/95	NA	8/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	8/180	P28829
				Chromium - 6010	NA	06/13/95	NA	8/180	P28829
				Lead - 6010	NA	06/13/95	NA	8/180	P28829
				Mercury - 7471	NA	06/14/95	NA	9/28	P28843
				Selenium - 7740	NA	06/14/95	NA	9/180	P28875
				Silver - 6010	NA	06/13/95	NA	8/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	9/14	0/40	P28928
21535*3	SB-2/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829

21535*4	SB-2/10-12	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				TPH, as gasoline - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
21535*5	SB-3/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
21535*6	SB-3/10-12	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	8/14	0/40	P28928
21535*7	SB-4/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829

			Lead - 6010	NA	06/13/95	NA	7/180	P28829
			Mercury - 7471	NA	06/14/95	NA	8/28	P28843
			Selenium - 7740	NA	06/14/95	NA	8/180	P28875
			Silver - 6010	NA	06/13/95	NA	7/180	P28829
21535*8	SB-4/10-12	06/06/95 06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
			Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
			Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
			Barium - 6010	NA	06/13/95	NA	7/180	P28829
			Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
			Chromium - 6010	NA	06/13/95	NA	7/180	P28829

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	8/14	1/40	P28928
21535*9	SB-5/0-2	06/06/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	6/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	6/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	8/180	P28859
				Barium - 6010	NA	06/13/95	NA	7/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	7/180	P28829
				Chromium - 6010	NA	06/13/95	NA	7/180	P28829
				Lead - 6010	NA	06/13/95	NA	7/180	P28829
				Mercury - 7471	NA	06/14/95	NA	8/28	P28843
				Selenium - 7740	NA	06/14/95	NA	8/180	P28875
				Silver - 6010	NA	06/13/95	NA	7/180	P28829
21535*10	SB-5/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*11	SB-6/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833

			Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
			Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
			Barium - 6010	NA	06/13/95	NA	6/180	P28829
			Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
			Chromium - 6010	NA	06/13/95	NA	6/180	P28829
			Lead - 6010	NA	06/13/95	NA	6/180	P28829
			Mercury - 7471	NA	06/14/95	NA	7/28	P28843
			Selenium - 7740	NA	06/14/95	NA	7/180	P28875
			Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*12	SB-6/10-12	06/07/95	06/09/95 Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/13/95	NA	6/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*13	SB-7/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*14	SB-7/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*15	SW-1	06/07/95	06/09/95	Aroclor-1016 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
				Aroclor-1221 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813

Aroclor-1232 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1242 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1248 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1254 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Aroclor-1260 - 8080/3510	06/12/95	06/12/95	5/7	0/40	P28813
Arsenic,total - 7060	NA	06/14/95	NA	7/180	P28865
Barium,total - 6010	NA	06/13/95	NA	6/180	P28812
Cadmium,total - 6010	NA	06/13/95	NA	6/180	P28812
Chromium,total - 6010	NA	06/13/95	NA	6/180	P28812
Lead,total - 7421	NA	06/13/95	NA	6/180	P28827
Mercury,total - 7470	NA	06/14/95	NA	7/28	P28848
Selenium,total - 7740	NA	06/13/95	NA	6/180	P28827
Silver,total - 6010	NA	06/13/95	NA	6/180	P28812
TPH, as diesel - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
TPH, as gasoline - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
TPH, as jet fuel - 8015M	06/15/95	06/15/95	8/14	0/40	P28900

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				TPH, as unidentified hydrocarbon - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
				TPH, as motor oil - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
				TPH, as mineral spirits - 8015M	06/15/95	06/15/95	8/14	0/40	P28900
21535*16	SED-1	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
21535*17	SB-8/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*18	SB-8/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843

			Selenium - 7740	NA	06/14/95	NA	7/180	P28875
			Silver - 6010	NA	06/13/95	NA	6/180	P28829
			TPH, as diesel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as gasoline - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as jet fuel - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as motor oil - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
			TPH, as mineral spirits - 8015M	06/14/95	06/14/95	7/14	0/40	P28928
21535*19	SB-9/0-2	06/07/95 06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
			Moisture - 160.3	NA	06/12/95	NA	5/180	P28806

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

SAMPLE	STATION ID	COLLECT.	RECEIPT	CLASSIFICATION	EXTRACT.	ANALYSIS	DAYS, ACT/HT EXT	ANL	ESE BATCH
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*20	SB-9/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
				TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
				TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
21535*21	SB-10/0-2	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859
				Barium - 6010	NA	06/13/95	NA	6/180	P28829
				Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
				Chromium - 6010	NA	06/13/95	NA	6/180	P28829
				Lead - 6010	NA	06/13/95	NA	6/180	P28829
				Mercury - 7471	NA	06/14/95	NA	7/28	P28843
				Selenium - 7740	NA	06/14/95	NA	7/180	P28875
				Silver - 6010	NA	06/13/95	NA	6/180	P28829
21535*22	SB-10/10-12	06/07/95	06/09/95	Aroclor 1016 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor-1221 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1232 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1242 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1248 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1254 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Aroclor 1260 - 8080/3550	06/12/95	06/13/95	5/14	1/40	P28833
				Moisture - 160.3	NA	06/12/95	NA	5/180	P28806
				Arsenic - 7060	NA	06/14/95	NA	7/180	P28859

Barium - 6010	NA	06/13/95	NA	6/180	P28829
Cadmium - 6010	NA	06/13/95	NA	6/180	P28829
Chromium - 6010	NA	06/13/95	NA	6/180	P28829
Lead - 6010	NA	06/13/95	NA	6/180	P28829
Mercury - 7471	NA	06/14/95	NA	7/28	P28843
Selenium - 7740	NA	06/15/95	NA	8/180	P28875
Silver - 6010	NA	06/13/95	NA	6/180	P28829
TPH, as diesel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as gasoline - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as jet fuel - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as unidentified hydrocarbon - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as motor oil - 8015M	06/14/95	06/15/95	7/14	1/40	P28928
TPH, as mineral spirits - 8015M	06/14/95	06/15/95	7/14	1/40	P28928

FOOTNOTES: * = EXCEEDS CRITERIA ACT = ACTUAL HT = HOLDING TIME

Environmental
Science &
Engineering, Inc.

FACSIMILE

DATE: 7/17/95 TIME: _____

TO: Pete DeRossi FROM: John Nardozzi

Menasha Corp

FAX NO: 414 751 1858 JOB #: 559 5023.5102

Bldg S-551
SUBJECT: San German, PR.

Number of Pages
(Including this Cover Sheet)
3

ADDITIONAL MESSAGE:

Pete - Attached is lab report indicating all other surface soil samples were below detection limits for Chrome Hex. We will include these data in the final report for the Benchmark Investigation.

JR

If you have questions, please call us immediately at (312) 693-6030.

5440 N. Cumberland Avenue, Suite 111 Chicago, Illinois 60656 Phone (312) 693-6030 Fax (312) 693-6039

Environmental Science & Engineering 07/10/95 STATUS :FINAL PAGE 1
PROJECT NUMBER 591-5106 PROJECT NAME ESE-CHICAGO (MENASHA)
FIELD GROUP 21535 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:			RELOG*1	RELOG*3	RELOG*5	RELOG*7	RELOG*9	RELOG*11	RELOG*13	RELOG*17
ESE FIELD GROUP:			21535	21535	21535	21535	21535	21535	21535	21535
ESE SEQUENCE #:			30	31	32	33	34	35	36	37
DATE COLLECTED:			06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95	06/07/95
TIME COLLECTED:										
PARAMETERS	UNITS	METHOD								
Chromium(+6)	MG/KG-DRY WT.	3060,7196	<17.4	<17.2	<16.0	<15.4	<17.0	<18.5	<15.8	<15.8

THESE NUMBERS INDICATE THAT CHROMIUM(+6) WAS NOT DETECTED AT THE LOWER LIMIT OF DETECTION WHICH RANGED FROM 13.5 TO 18.5 PARTS PER MILLION. THERE IS A RANGE BECAUSE OF THE CHARACTER OF EACH SOIL SAMPLE.

Environmental Science & Engineering 07/10/95 STATUS :FINAL PAGE 2
PROJECT NUMBER 591-5106 PROJECT NAME ESE-CHICAGO (MENASHA)
FIELD GROUP 21535 LAB COORDINATOR VICKIE WYNKOOP

CLIENT SAMPLE ID'S:			RELOG*19	RELOG*21
ESE FIELD GROUP:			21535	21535
ESE SEQUENCE #:			38	39
DATE COLLECTED:			06/07/95	06/07/95
TIME COLLECTED:				
PARAMETERS	UNITS	METHOD		
Chromium(+6)	MG/KG-DRY WT.	3060,7196	<14.4	<13.5

COMMONWEALTH OF PUERTO RICO / OFFICE OF THE GOVERNOR

Environmental Quality Board

APPLICATION FOR APPROVAL FOR THE CONSTRUCTION OR OPERATION OF EMISSION SOURCES IN PUERTO RICO

PART I - GENERAL INFORMATION

[X] Original [ ] Revision No. _____ [Check One] Date: September 13, 1996

1. Applicant:
   A. Name of project or emission source: NJP Insertco, a subsidiary of Menasha Corp.
   B. Location: Industrial Park El Retiro, Rd. 102, KM. 33.2, San German, P.R.
   C. Authorizad representative for permit application, coordination and correspondence:

NJP Insertco (Organization) | Ricardo Santana (Name of Official) | Plant Environmental Coordinator (Title) | (787) 892-1268 (Tel. No.)

   D. Postal Address: P.O. Box 377 (P. O. Box No.) San German, Puerto Rico (Municipality) 00683 (Zip Code)

2. Purpose of application: [ ] Construction [X] Operation [Check One]

3. Naturre of Business: Printing and Publishing

4. No. of employees at site: 104

5. Annual production [any convenient unit]: _____

6. Itinerary of normal operations:

16	5	12
Hrs/Day	Days/Wk	Mos/Yr

7. If intermitent operation, frequency: N/A

8. Attach the following documents:
   A. Location map of plant site [projected or existing] indicating neighboring fields and prominent points or structures.
   B. Layout plan of all facilities [projected or existing] indicating clearly all emission sources.
   C. Plan and specification of the emission source and its control measures or equipment.
   D. Information about any air sampling or monitoring equipment used, intended to be used, or owned by the applicant, including type, trademark, method, operation schedule, etc.

9. List all approvals or denials granted by Federal, State, or Local agencies for any structure, construction, permit for use or requested number, and sanitary permit:

Type of permit	Issuing agency	Identification No.	Date
Ammed. DN94-1751	JCA	DADA: 1210-95	June 6, 1995
Consumption Cont.	PREPA	P-062-02-96-026	July 30, 199
Environ. Evaluation	CFI	Case: 94-350	June 26, 199
Req. for Usage of Facility	ARPE	95-56-E881-MPU	Oct. 18, 199
Sanitary License	Dept. of Health	Lic. #623	June 14, 199

10. Did facility exist, or was it lawfully under construction prior to September 16, 1971? [X] Yes [ ] No [Check One]

CERTIFICATION

Application is hereby made for a permit to authorize the activities described herein. I certify that to the best of my knowledge and belief, such information is true, complete and accurate.

_____
Signature of Applicant

AFFIDAVIT

Affidavit No: 6,293

Sworn and suscribed before me by Ricardo Santana, resposible offic of NJP. Insertco, of legal age, civil status Married and resident of San German PR

In San German, Puerto Rico, this 18 day of April of 1997.

JOSE R. DIAZ RODRIGUEZ
PUERTO RICO

_____
Notary Public

FOR ENVIRONMENTAL QUALITY BOARD USE ONLY

Permit issued on _____ Expire on _____ Applicant No. _____

COMMONWEALTH OF PUERTO RICO / OFFICE OF THE GOVERNOR

Environmental Quality Board

APPLICATION FOR APPROVAL FOR THE CONSTRUCTION OR OPERATION OF EMISSION SOURCES IN PUERTO RICO

PART II - PLANT PROCESS AND EMISSIONS DESCRIPTION

I. Industrial Emissions:

1. Describe process or operation that emits atmospheric contaminants.
Rotary web offset and sheet fed press cleanups. Uv ink curing in a UV Rotary web offset press.

2. Raw material used or processed: *(see emission inventory for additional details)

Type	Quantity	Unit/Unit Time
Cleaning Solvent	231	gal/yr
Isopropyl Alcohol	67	gal/yr
Clean. solv., soaps, lubricants	+ 3,500*	gal/yr

3. Control equipment for emissions:

Type	Efficiency % by wt.
ceiling exhaust fans, 4 at 3,600 cfm	75%

4. Chimneys or stacks: (Internal conduit designed for the removal of generated ozone from the immed. working area)

Height		Exhaust Diam.		Exhaust Temp.		Exhaust Veloc.	
Internal Conduit	ft.	1.38 ft*	in.	95	°F	20.1	ft./sec.
	ft.		in.		°F		ft./sec.

*Aspect ratio =1.5

5. Volume of discharge of emissions: 0.281 ft^3/min. cu.ft./min.

6. Emissions: Actual Estimated-Based on:

Type of Pollutant	Quantity (wt./unit time)	Duration (time/unit time)
VOC's from production process	5,055.25 lbs/yr	quantity bassed on 24 hr. shift. 365 days a year

Estimate based on a working year of 52 weeks, each week consisting of 7 working days and each day on 24 working hours.

7. Attach process flow diagram (block type) showing points, amounts and types of emissions.

II. Emissions from combustion:

1. Combustion quipment: NJP Insertco has no equipment generating or capable of generating emissions from combustion, including alternate power generators. or

Type	BTU/hr.	Horsepower

2. Fuel:

Type	Gals/hr.	or	Lbs./hr.	% Sulfur

3. Control equipment for emissions:

Type	Efficiency % by wt.

4. Chimneys or stacks:

Height		Exhaust Diam.		Exhaust Temp.		Exhaust Veloc.	
	ft.		in.		°F		ft./sec.
	ft.		in.		°F		ft./sec.

III. Emissions from incineration or waste disposal: NJP Insertco has no equipment generating or capable of generating emissions from incineration or waste disposal.

1. Method for disposal of wastes:

2. Wastes: Type Quantity: lbs/day

3. Incinerator: Type Trade Mark Capacity lbs/day

4. Chimney or stack: Height ft. Exh.Diam. in. Exh.Temp. °F Exh. Veloc. ft/sec.

5. Auxiliary fuel Type Gals./hr. or Lbs./hr. % Sulfur

6. Control equipment: Type Efficiency % by wt.

IV. Compliance: Attach data or information showing that emissions will not exceed the established limits.
Since NJP Insertco has no equipment generating or capable of generating emissions from combustion, including alternate generators), incineration or waste disposal processes, no air sampling or documenttion exceeding regulatory emisions has been required.

V. Control Equipment: Attach sketch of any control equipment installation at the emission source.

CERTIFICATION BY AN ENGINEER OR A CHEMIST

I Certify that I am registered and authorized to practice my profession in Puerto Rico; that the equipment and measures for the control of the emission are adequate and comply with the provisions of the Air Pollution Control regulations of the Puerto Rico Environmental Quality Board and that, to the best of my knowledge and belief, the above information is true, complete and accurate.

5182 — License Number

Abraham Rodriguez — Name (Typed)

Abraham Rodriguez — Signature

ABRAHAM RODRIGUEZ LICENCIADO LIC. #5182 PUERTO RICO

Date Applicant Number:

ESTADO LIBRE ASOCIADO DE PUERTO RICO / OFICINA DEL GOBERNADOR

Junta de Calidad Ambiental

AREA CALIDAD DE AIRE

DOCUMENTOS A SOMETERSE PARA PROYECTOS POR LEY DE CERTIFICACION

(Para el uso del Ingeniero)

FORMULARIO DE RADICACION & DOCUMENTOS A SOMETERSE

San German P.R.

9 de septiembre de 198

PFE _____

Hoja de Cotejo

Para someter formularios de permiso de construcción u operación adjunto, a tramitarse bajo las disposiciones del Reglamento para la Certificación de Planos y Documentos ante la Junta de Calidad Ambiental.

Ing. o Arq.		Ing. JCA		
(X)	( )	(X)	-	Dos copias formulario de radicación
( )	( )	(X)	-	Dos copias formularios de permiso para Construir u Operar una Fuente de Emisión en Puerto Rico, firmada y sellada por un Ingeniero o Arquitecto practicando la profesión en Puerto Rico.
(X)	( )	(X)	-	Evidencia de haber cumplido con las cuotas del C.I.A. A.
(X)	( )	(X)	-	Cumplir con la Regla 501 del Reglamento para el Control de la Contaminación Atmosferica (cargos por radicación y permiso)
( )	( )	( )	-	Evidencia o pago de sellos: 1- Sellos CIAA por la cantidad de _____ 2- Sellos de Rentas Internas por la cantidad de _____
(X)	(_	(X)	-	Dos (2) copias de planos de localización "Layout Facilities", especificaciones de la fuente de emisión y sus medidas o equipo de control.
( )	( )	(X)	-	Dos copias del presupuesto o estimado de costo de la fuente de emisión a construirse, detalles y desglozado.
(X)	( )	(X)	-	Evidencia de haber cumplido con el Artículo 4C de la Ley 9 del 18 de Junio de 1970 (Ley de Política Pública Ambiental)
(X)	( )	(X)	-	Dos copias de los cálculos de emisiones.
(X)	( )	(X)	-	Evidenciar copias de los Permisos de las Agencias gubernamentales que tienen jurisdicción con el caso.

ARQUITECTO RIQUENA LICENCIADO Lic. #5182 EXPIRA 19-NOV-91 PUERTO RICO

Técnico que recibe el documento

Firma y Sello (Ingeniero o

1 Colegio de Ingenieros y Agrimensores de Puerto Rico CIAPR

2 CREDENCIAL DE MIEMBRO ACTIVO EXPEDIDA A:

ING. RODRIGUEZ RAMIREZ ABRAHA

3 05182--. Número Licencia — 08/31/97 Expira en

4 Secretario-CIAPR — Firma del Colegiado

plication Number

ume of Applicant: Ricardo Santana

le: Plant Environmental Coordinator

ume of Project or Emission Sources: NJP Insertco, subsidiary of Menasha Corporation

stal Address: NJP Insertco

Box 377

San German, Puerto Rico 00683-0377

Fees determined for permit application:

1. Filing Fee($100.00): ( ) Construction (x) Operation ( ) Lead

( ) Asbestos Removal ( ) Asbestos Training School

2. (x) Permit Fee 3. (x) Renewal Fee 4. ( ) Modification Fee ($10.00 per ton per pollutant)

Pollutant	Emissions (Tons/year)	Total Fee
( ) Particulate Matter (PM_{10} and TSP)	0	$0.00
( ) Sulfur Dioxide (SOx)	0	$0.00
( ) Nitrogen Oxides (NOx)	0	$0.00
( ) Lead (Pb)	0	$0.00
( ) Volatile Organics Compounds (VOC) and Hydrocarbons	2.53	$25.30
( ) Others(e.i. Berillium, Mercury, etc; please identify)	0	$0.00
5. **Asbestos Activities**		
a. Removal Project Duration		
( ) From 1 to 30 days $ 175.00 ( ) From 31 to 90 days $ 450.00 ( ) From 91 up to 365 days $ 725.00		
b. Asbestos Training School $ 600.00		
c. Asbestos Registration $ 40.00 (for each category) ( ) General Abatement Certification ( ) School Inspectors ( ) School Management Planners ( ) Abatement Supervisors ( ) Air Monitoring Specialist ( ) Abatement Workers ( ) School Abatement Project Designers		

		Sub-total	
6.	Transfer of Ownership or Change of Location	(50% of filing fee)	$0.00
7.	Revision Fee	(50% of filing fee)	$0.00
8.	Duplicate Permits	($10.00)	$0.00
9.	Excess Emission Fee		$0.00
	a. Variance	($25.00/ton/pollutant)	$0.00
	b. Small Business	($12.50/ton/pollutant)	$125.30
10.	Application Total Fees		
II.	Annual payment fee (permit fee for one year)		
III.	Extra 4-year payment fee (permit fee for 4 years)		

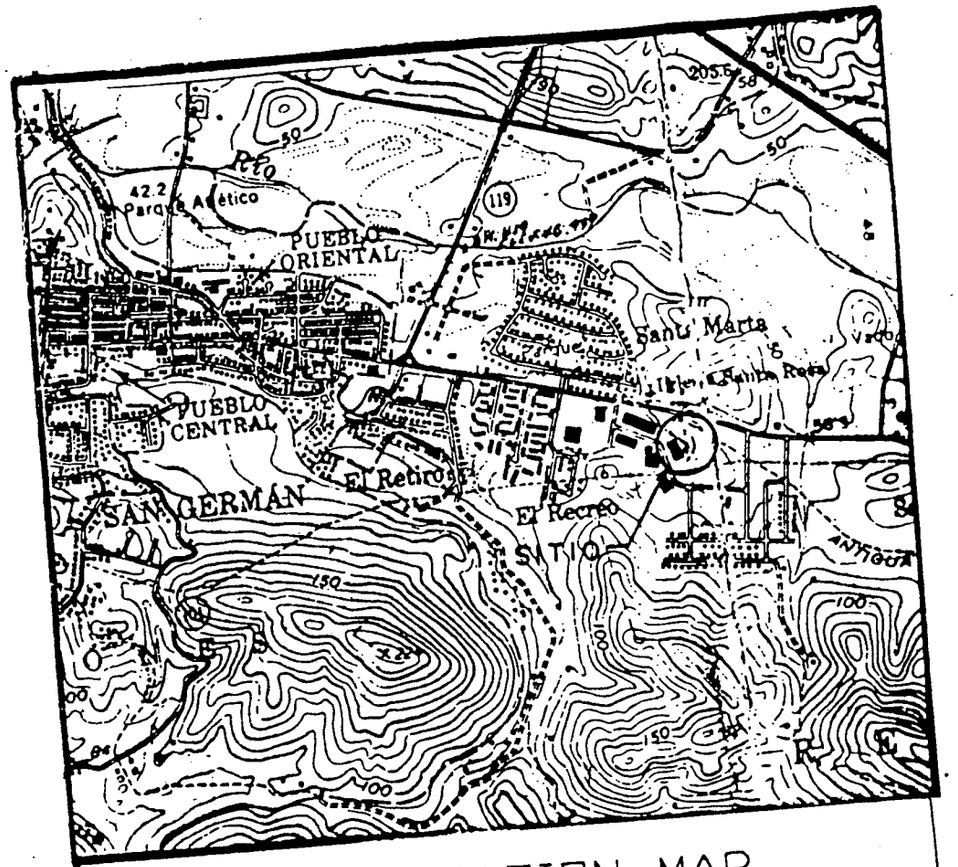
To be completed by the Air Program's Application Office

Fee Billing Amount: _____ Date: _____ Received: _____

Fee payments check no. Voucher no. _____

_____ _____

Application's Recipient Finance Division's Receptor



LOCALIZATION MAP

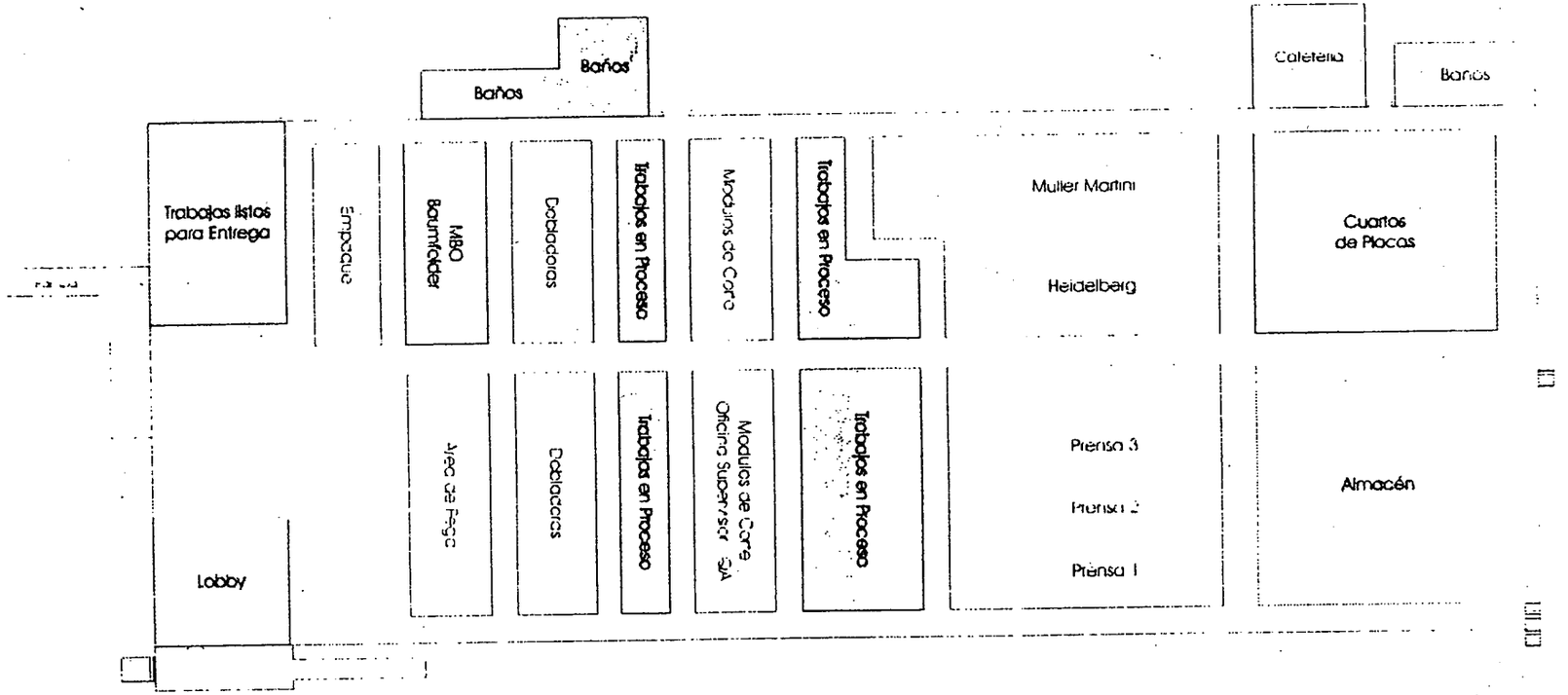
1:20,000

LAMBERT COORDINATES:

X= 89,400

Y= 27,240

Diagrama de las Facilidades
NJP Insertco



Specifications of all Emission Sources

These are the general specifications of all our current emission sources. These general descriptions are intended to serve as an illustration of the emission capabilities of each source.

Sheet-Fed Offset

Heidelberg SpeedMaster with Perfector

General Specs: This Sheet-fed Offset Press is capable of printing an area up to 27" x 40" on four (4) independent printing units by using conventional (self-drying) ink. The ink used is provided by either Superior Printing Inks Corp. or K+E Printing Inks, Inc.. Both have a VOC content of not more than 8%.

Ink Usage: The estimated ink usage for this press is approximately 5,000 prints per pound of ink per printing unit, or 1,250 prints per pound of ink used, which leads to approximately 90 lbs VOC /yr, when estimating the press will continuously print on a 24 hour period, 50 weeks a year, an average of 7,500 sheets per hour.

Multilith 1650 XE

General Specs: The Multilith 1650 XE is one of the two commercial presses in our Commercial Printing section, capable of two color printing on an area of not more than 11" x 16-5/8". It is usually used to print presentation cards and forms with duplicates. Due to the nature of the ink transfer system, this press uses rubber base inks with VOC content of 13.25%.

Ink Usage: Estimated ink usage for this press is approximately 25,000 prints per pound. This press is used sporadically and not on a constant and consistent basis.

ABDick 360

General Specs: The ABDick 360 Duplicator is another of our commercial printing presses. It is a one color press with the capability of printing an area of 11" x 17". It also uses rubber base inks with VOC content of 13.25%.

Ink Usage: Estimated ink usage for this press is approximately 25,000 prints per pound. Estimated usage of ink on a yearly basis should not exceed 1.61 gal or 15 lbs.

Didde Glaser Rotary Web Presses

General Specs: Our DG rotary web offset presses are capable of printing either four colors one side, or two colors on both sides of the web, with the exception of one DG 17½" x 24", which can only print either two colors one side or one color on both. Printing areas will not exceed the range of 17½" x 24" to 23-5/8" x 20½". There are currently 3 of these presses in our facilities.

Ink Usage: All these presses use conventional inks supplied by Superior Printing Ink Company or K+E Printing Inks. Self-drying inks, have a content of not more than 8% VOC's.

Muller-Martini Rotary Web Press with UV Curing System

General Specs: The Muller-Martini Rotary web press has 4 color capability one side, or two color capability when printing on both sides of the web. Printing speed can reach up to 1,200 f/min when printing from roll to roll, thus requiring an ink with the capability of drying before the web is rolled again. It is

therefore equipped with 6 Ultraviolet ink curing lamp units for fast drying

Ink Usage: It has been found that during the normal operation of UV lamps, they do allow for the generation of ozone. For this reason, the press is equipped with 6 blowers capable of transferring 3,600 CFM of air out of the production area, which allow the equipment to operate below the 0.1 ppm level, recommended for continuous exposure by the American Conference of Governmental Industrial Hygienists (ACGIH), American Industrial Hygiene Association (AIHA), Department of Labor, and OSHA[1]. Inks do not contain more than 2% VOC.

3M Plate Developer

General Specs: Capable of developing offset plates of up to 22 inches wide and operates as a dry to dry system. This equipment will not be used for more than 30 minutes on a daily basis.

Developer Usage: This equipment uses 2-in-1 Developer Gum and 3M Make Up Solution, whenever the level of developer substantially drops. The developer is changed every 2 months. The VOC content on the developer is 7.14% and that of the Make Up Solution is 0.90%.

All other species listed in the emission inventory are used in the aforementioned machines as cleaning agents, lubricants, or process additives. Their consumption is listed in gallons and pounds on a yearly basis, all information gathered from our purchasing department.

The amounts listed represent an amount larger than the actual consumption of each species, as to account for an increment in the actual production time of up to three (3) work shifts per day, seven (7) days a week, for 365 working days.

---

[1] A copy of ozone generation information from the Manufacturer of the UV Curing System is included as part of the Specification Information on Emission Sources.

NOISE: To minimize noise, the exhaust blowers provided **have cast housings**, not fabricated housings, and Baldor Drives. The sound level of the exhaust blower has been measured out in the open at 77.6 DBA, (@ 5 Ft.), at full load. The system when installed should be exhaust vented and therefore actual plant readings should be lower. The air flow is away from the printing line and not toward the product as in the design of some systems, this will result in further improvement.

OZONE: Ozone is generated in the normal operation of UV lamps. OnLine Energy's systems should be exhausted outside of the facility or work areas; in which case the equipment **will operate below** the **0.1 PPM** level, recommended for continuous exposure, by the American Conference of Governmental Industrial Hygienists (ACGIH), American Industrial Hygiene Association (AIHA), Department of Labor and OSHA.

The following statement is from the report** prepared for The South Coast Air Quality Management District (SCAQMD) of Southern California and Southern California Edison by Radian Corporation for the "**SHOW CASE PROJECT**", which is an eight color printing press, retro-fitted with ten OnLine Energy UV systems. This system has been monitored by Radian Corporation for the SCAQMD and SCE since May 1992, for V.O.C.'s, Ozone, etc.

"The results of ozone concentration measurements around the UV lamp indicated the presence of sporadic periods with elevated ozone concentrations. The data demonstrated a **5-10 PPB** increase in the ambient ozone level with the lamps operating. The ozone concentrations at various locations around the lamp and without the lamp operating are shown in Figure S-5. The hourly average ozone concentrations were not measured. However, the data indicate that **there is no cause for concern** since the hourly averaged ozone level will probably remain well below the California Ambient Standard of **90 PPB**."

****NOTE**: See Attached "Executive Summary" for the report.

HEAT: A properly engineered and designed UV system will operate in such a manner that external housing temperatures can be touched by operating personnel without injury.

The preceding is not intended as an authoritative or definitive statement regarding the design and manufacture of all UV equipment but is specific to OnLine Energy as we understand the requirements.

Ricardo; please do not hesitate to contact us at (510) 484-2202, should you have any questions or need additional information.

Sincerely;

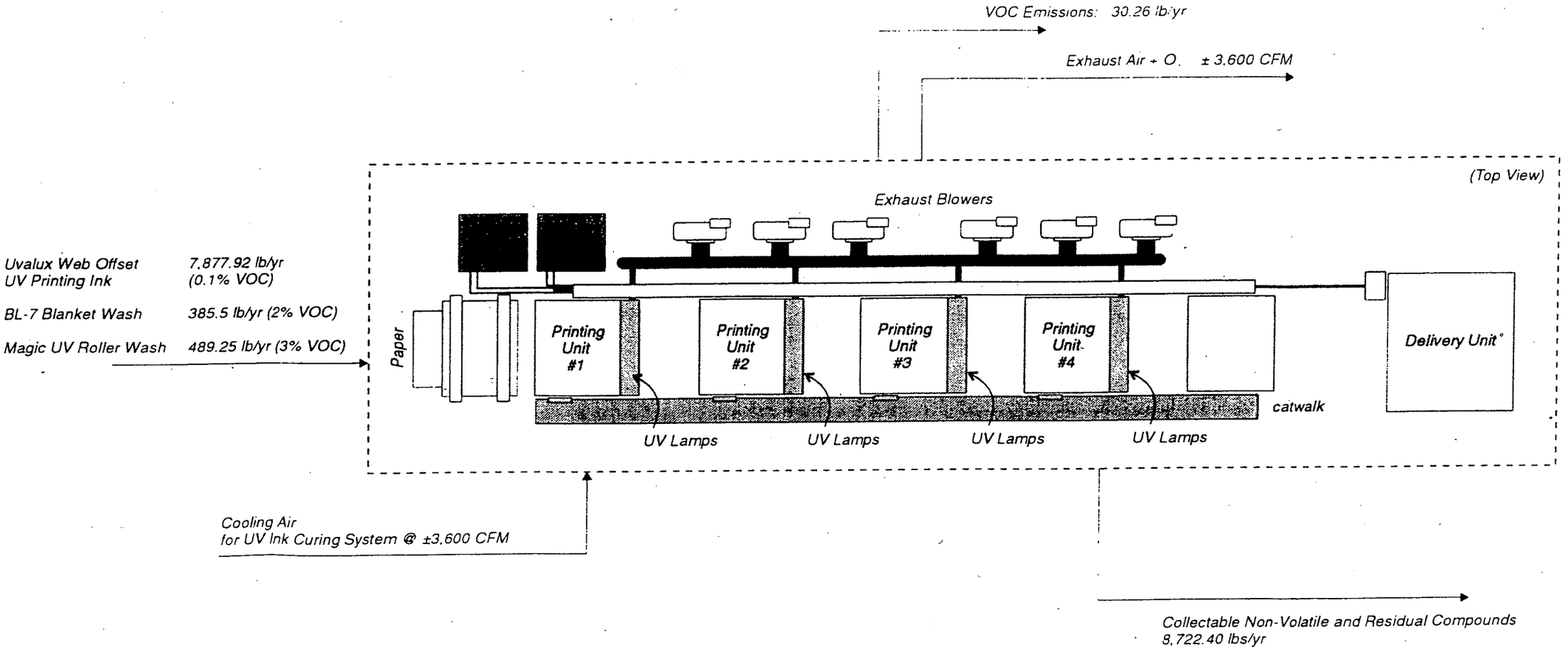
Craig D. Blair
V.P., Marketing

cc: Andrew Fetherman - Muller Martini
Antonio M. Rodrigues - OnLine Energy

File Reference: (INST\H&S0201)

Points, Amounts and Types of Emissions

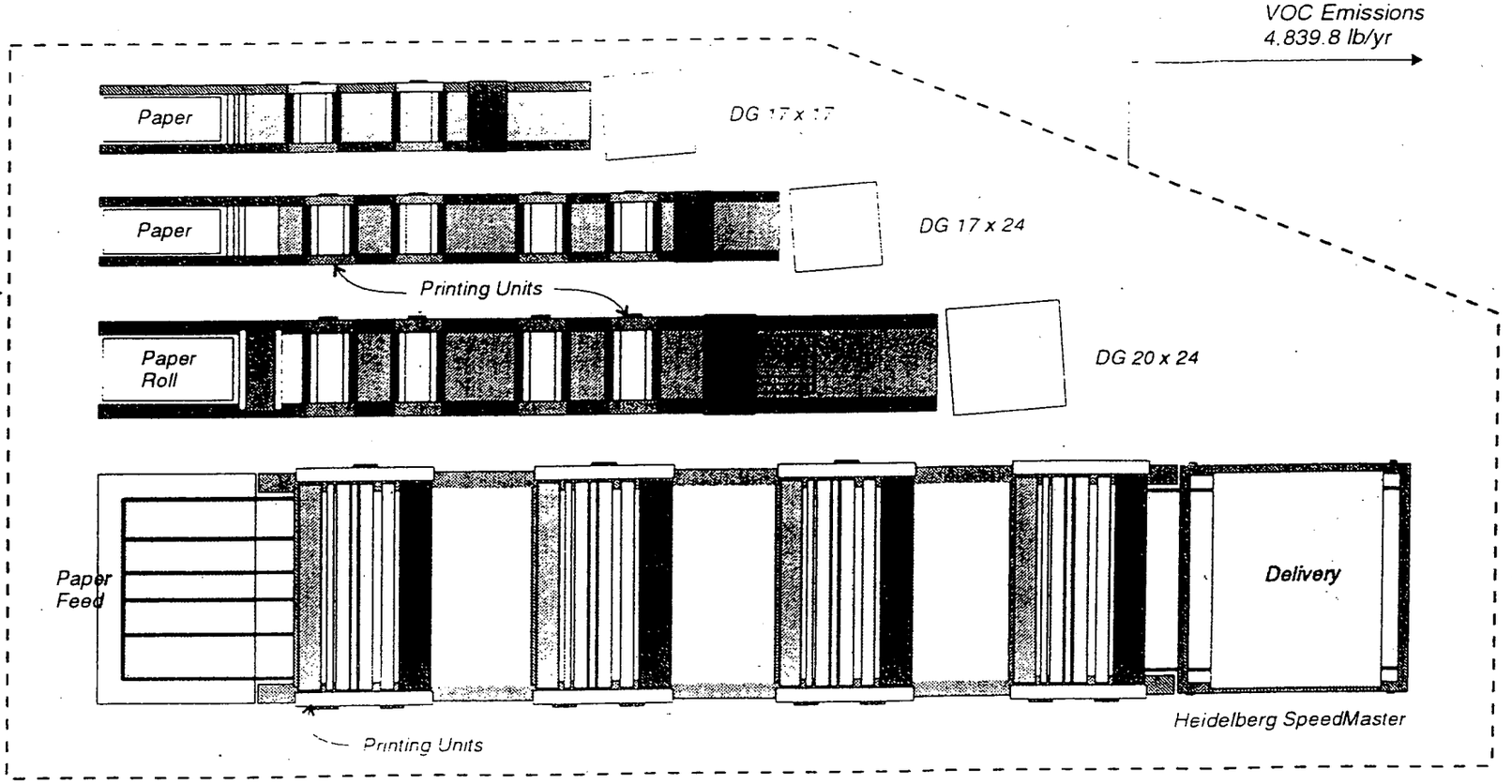
Muller Martini Progress 32
UV Ink Rotary Web Press



Points, Amounts and Types of Emissions

DG 17 x 17 Rotary Web Press
DG 17 x 24 Rotary Web Press
DG 20 x 24 Rotary Web Press
Heidelberg 28 x 40 Sheet Fed Press

Storage Gum	*76.59 lb/yr (15.09% VOC)*
Scratch Remover	*75.87 lb/yr (47.54% VOC)*
Cleaner Conditioner	*434.16 lb/yr (4.27% VOC)*
Super Jell Compound	*13.75 lb/yr (1.00% VOC)*
Vistar HSQ	*4,672.5 lb/yr (13.60% VOC)*
IPA	*441.27 lb/yr (100% VOC)*
Kwik 'N Easy	*3.64 lb/yr (41.00% VOC)*
Metering Roller Cleaner	*122.06 lb/yr (100% VOC)*
Wash V-120	*1,636.02 lb/yr (100% VOC)*
Ink	*14,901.5 lb/yr (13% VOC)*



Collectable Non-Volatile and Residual Compounds
17,537.56 lb/yr

Contrato Núm. P-062-02-96-026
Cuenta Núm. 6164082-48000 C5

AUTORIDAD DE ENERGÍA ELECTRICA DE PUERTO RICO
CONTRATO PARA SUMINISTRO DE ENERGIA ELECTRICA

LA AUTORIDAD DE ENERGIA ELECTRICA DE PUERTO RICO, que más adelante se denominará la "Autoridad", representada por Jorge Ocasio Negrón, Gerente de Distrito y ***N.J.P. Insertco, Inc.,*** *representado por Oscar Díaz, Vicepresidente, que más adelante se denominará el "Consumidor", celebran este contrato para suministro de energía eléctrica sujeto a las siguientes* ***CLAUSULAS Y CONDICIONES.***

PRIMERO: *La Autoridad acuerda suministrar energía eléctrica al consumidor para operar Imprenta en Parque Industrial El Retiro, San Germán, Puerto Rico,, hasta una capacidad total de 1000 KVA será la carga contratada para propósitos de facturación.*

SEGUNDO: *El Consumidor pagará por el servicio de energía eléctrica que reciba y la Autoridad suministrará y facturará el mismo de conformidad con la Tarifa* ***GST*** *y con los Términos y Condiciones Generales para el Suministro de Energía Eléctrica, los cuales se adjuntan a este contrato y se hacen formar parte del mismo. El Consumidor también acepta pagar un mínimo de cargo mensual por demanda máxima que nunca será menor del costo por KVA de la tarifa GST por 250.*

TERCERO: *La Junta de Gobierno de la Autoridad de Energía Eléctrica, de conformidad con el procedimiento establecido por Ley, podrá modificar o enmendar en cualquier momento las tarifas o los Términos y Condiciones Generales para el Suministro de Energía Eléctrica. El Consumidor acepta que en caso de tal enmienda las nuevas tarifas y Términos y Condiciones Generales aplicarán desde la fecha en que se hagan efectivos.*

CUARTO: *La violación de cualquiera de los términos y condiciones de este contrato o del Reglamento, Términos y Condiciones Generales para el Suministro de Energía Eléctrica, le darán a la Autoridad el derecho a descontinuar el servicio, siguiendo el procedimiento establecido a tales efectos en dicho Reglamento.*

QUINTO: *Todo el equipo eléctrico del Consumidor será construído, operado y mantenido para preservar su condición física y de forma que no interfiera con la operación de otros equipos eléctricos del sistema de la Autoridad.*

SEXTO: *El Consumidor deberá notificar a la Autoridad de cualquier cambio de nombre con por lo menos treinta (30) días de anticipación a la fecha en que dicho cambio tenga lugar, de forma que la Autoridad pueda contratar el servicio bajo el nuevo nombre de la firma.*

SEPTIMO: *El Consumidor acepta que si el equipo de medición está instalado en el lado secundario del transformador, ambos, la demanda y la energía, serán corregidos por un factor de 3 por ciento o por un factor determinado por la Autoridad para compensar por las pérdidas de transformación.*

OCTAVO: *Este contrato estará en vigor por un período de un (1) año comenzando a partir de la fecha en que el sistema de la Autoridad sea conectado a la instalación eléctrica del Consumidor y el suministro de energía eléctrica comience. De aquí en adelante continuará en vigor por tiempo indefinido hasta que cualquiera de las partes comunique por escrito a la otra su intención de terminarlo con por lo menos sesenta (60) días de anticipación.*

NOVENO: *Si el consumidor decide terminar el contrato antes de expirar el período de vigencia mínimo de un año o si la Autoridad se ve obligada a terminarlo antes de dicho término por falta de pago o por cualquier incumplimiento con los Términos y Condiciones Generales para el Suministro de Energía Eléctrica o con las obligaciones que emanan de este contrato, la Autoridad facturará al consumidor y éste se obliga a pagar como penalidad, una cantidad equivalente a la suma de los mínimos que correspondan de acuerdo a la tarifa, por cada uno de los meses que faltasen hasta completar el año.*

Fecha de efectividad 9 de febrero de 1996.

Firmado el 9 de febrero de 1996.

N.J.P. INSERTCO, INC.

Oscar Díaz
Vice Presidente

Dirección Postal: *Box 377*
San Juan, PR 00683

AUTORIDAD DE ENERGIA ELECTRICA DE PUERTO RICO

Jorge Ocasio Negrón
Gerente de Distrito Mayaguez-San Germán

CERTIFICACION DE INSTALACION ELECTRICA

M.E. Núm. 15.2–732 CN. 084–14807

RECIBIDO
FEB 05 1996
SELLO OFICIAL
AEE
HORA
TECNICA SAN GERMAN

Número de Solicitud
FEB-05-1996
Fecha
~~NJP INSERTCO, Inc.~~
Dueño (Nombre)
892-1268 Parque Industrial El Retiro, Edif S-00551
Teléfono Servicio en: Calle Número
San German, P.R.
Apt/Barrio/Urb. Ciudad

SOLICITUD: [X] Final [ ] Provisional [ ] Reinspección
TIPO DE SOL: [ ] Res [ ] Com [xx] Ind [ ] Otro

DISTRIBUCION:
Original: A.E.E.
1ra Copia Ingeniero
2da Copia: Dueño o Abonado

PERMISO CONSTRUCCION Y/O DE USO NO.

AUTORIDAD DE ENERGIA ELECTRICA:
Yo, Ricardo Cotte Emmanuelli certifico que soy mayor de edad, casado y vecino de San Germán, P.R., que soy Ingeniero Colegiado autorizado para ejercer en Puerto Rico con licencia Núm. 9425 y he sido designado por NJP-INSERTCO, INC. para la construcción de las instalaciones electricas sita en Parque Ind. El Retiro, Edificio S-0551 (Calle y Número) San Germán (Pueblo), P.R.

Las instalaciones eléctricas descritas más adelante fueron realizadas por el suscribiente de acuerdo a los reglamentos, normas y patrones que rigen en la AEE, planos aprobados, así como el Código Electrico de Puerto Rico, vigentes, y certifico que las mismas están libres de riesgos electricos.

I. CONSTRUCCION ELECTRICA
[ ] Instalación Soterrada [x] Sub-Estación [ ] Seccionadora (SU) [ ] Instalación de Postes
[ ] Alumbrado [ ] Líneas Aéreas [ ] Montura (Medidor Vacante) [ ] Instalación Eléctrica Interior

II. Descripción Instalación Eléctrica
A. Voltaje: 38 KV - 277Y480 V [ ] Secundaria [ ] Primaria
B. Circuito: [ ] 1 [x] 3 [ ] Delta [ ] Estrella
C. Base Contador: _____ Amperios –
D. Medición: [ ] Secundaria [x] Primaria [ ] Compensadores
E. Carga: 1,000 [ ] KW [x] KVA
F. Calibre y tipo acometida: Aérea 3/0 ASCR (Calibre) (Tipo)
G. Prueba de Cable: [ ] Sí [ ] No [xx] No Necesaría

III. ¿Existen las facilidades eléctricas para servir este proyecto? Sí [x] No [ ]
Observaciones: Caso AEE 95-4-268

IV. Si la instalación consiste en reparación, adición, y/o reinspección, describa:

V. Comentarios Adicionales

VI. Esta certificación se acepta basada en la información suministrada por el Ingeniero Electricista Colegiado y está condicionada a que existan las facilidades electricas en los límites de esta construcción.

RICARDO COTTE EMMANUELLI
INGENIERO LICENCIADO
LIC. # 9425
EXPIRA 12 AGO. 98
PUERTO RICO

Fernando Z. López Rivera
Firma Representante AEE
Fernando L. López Rivera
Nombre en Letra de Molde
Ingeniero Supervisor II
Título
892-1334
Teléfono

Firma Ingeniero
Ricardo Cotte Emmanuelli
Nombre en Letra de Molde
PO Box 1159
Calle y Número
San Germán, P.R. 00683 899-1916; 385-5020
Ciudad Teléfono

(Esta certificación no es válida si no tiene el sello oficial de la AEE y firma del Representante de la AEE)
ESTA CERTIFICACION ES VALIDA POR UN (1) AÑO

ORIGINAL – AEE

COLEGIO DE PERITOS ELECTRICISTAS DE PUERTO RICO

Calle 30 S.E. 1267-1269, Caparra Terrace,P.R. 00921
Tels. 781-7196 781-7184

64082
40100

CERTIFICACIÓN DE INSTALACIÓN ELÉCTRICA

Núm. solicitud: AM 15-II-96

Fecha: 29/1/96

Dueño: NSP Insida

592 1268 Hiram Industrial
[Teléfono] [Servicio en: Calle Núm.]

El Koten San German
[Apt. Barrio Urbanización] [Ciudad]

Servicio en carr 102 A33 H2 Aguada Tel Electric Sv

Solicitud: ☒ Final ☐ Provisional ☐ Reinspección

Tipo de Solicitud: ☐ Residencial ☐ Comercial ☒ Industrial ☐ Otros

Contador número: _____

Contador a instalarse o montura número: _____

Contador Vecino Núm: _____ [Si está disponible]

Cuenta Número: _____

Sello del Colegio de Peritos Electricistas

(un sello de $5.00 por cada Contador o Instalación) De acuerdo como se describe la sección núm. 1 (construcción Eléctrica)

CERTIFICACIÓN

En cumplimiento con lo dispuesto en las leyes Núm. 131 del 28 de junio del 1969 ;Núm. 115 del 1976 Núm.83 del 1 de septiembre del 1990, según enmendadas. Yo Domingo Rivera certifico que soy mayor de 18 años de edad ☐ casado ☐ soltero y vecino de San German Puerto Rico, que soy Perito Electricista Colegiado, autorizado para ejercer en Puerto Rico con licencia numero: 2520 y he sido contratado por _____ para la consturcción de las intalaciones eléctricas en San German Puerto Rico.

Esta certificación se acepta y aprueba basado en la información suministrada por el perito electricista suscribiente y está condicionada a que existan las facilidades eléctricas en los límites de esta contrucción. Disponiéndose, que no se suministrará servicio hasta tanto se presente oficialmente la copia del dueño ante la Autoridad de Energía Eléctrica. Las copias del dueño y del perito electrista se entregarán a la persona que realizó o supervisó la intalación electrica. No se someterán sustituciones de certificaciones sin la autorización del perito electricista que radicó la certificación original. Las instalaciones eléctricas descritas más adelante fueron realizadas por el suscribiente de acuerdo a los reglamentos, normas y patrones de la Autoridad de Energía Eléctrica, planos aprobados,el Código Eléctrico Nacional y el Código Eléctrico de Puerto Rico y certifico que las mismas están libre de riesgos eléctricos

I. CONSTRUCCIÓN ELÉCTRICA

☐ Instalación Soterrada ☐ Sub-Estación ☐ Seccionadora [S.U.] ☐ Instalación de Postes ☐ Alumbrado ☐ Líneas Aéreas
☐ Montura (Contador vacante) ☒ Instalación Eléctrica Interior, reparación, Adición y/o Reinspección ☐ Generadores de Electricidad Fijos o Portátiles

II . DESCRIPCIÓN DE INSTALACIÓN ELÉCTRICA

A. Voltaje: 480 ☐ Secundaria ☒ Primaria 7200
B. Sistema: ☐ 1 Ø ☐ 3 Ø ☒ Delta ☐ Estrella
C. Base Contador: _____ Amperios Cantidad de Contadores 1
D. Medición: ☐ Secundaria ☒ Primaria ☐ CT ☐ PT

E. Carga _____ KW 780 KVA
F. Calibre: Aereo 3/0 AWA
G. Tipo Acometida _____
H. Prueba de cable: ☐ Si ☐ No ☐ No necesaria

I. Base (montura)
☐ Acero Inoxidable
☐ Aluminio
☐ Acero Galvanizado

III . DESCRIPCIÓN DE INSTALACIÓN ELÉCTRICA INTERIOR

A. Núm. de tomacorrientes 120 V _____ GFCI _____
B. Núm. de tomacorrientes _____ estufa _____ calentador _____ secadora _____ aire acondicionado _____
C. Núm. de circuitos _____

D. Núm de interruptores 1 polo _____ 2 polos _____ 3 polos _____ GFCI _____
E. Núm. de lámparas instaladas y luces _____
F. Núm de motores y fases _____ 1Ø _____ H.P. _____ 3Ø _____ H.P.
G. Otros artefactos _____

IV. ¿EXISTEN FACILIDADES ELÉCTRICAS PARA SERVIR ESTE PROYECTO?

☐ Si ☐ No _____

V. SI LA INSTALACIÓN CONSISTE EN REPARACIÓN, ADICIÓN Y/O REINSPECCIÓN, [Describa] :

_____

VI. COMENTARIOS ADICIONALES :

El sistema de lectura es digital (Medición en primaria).

Firma del Oficial Autorizado A.E.E.

Sandra Gonzalez
Nombre en Letra de Molde

Ofic Dist. y Serv.
Título

892-1049
[Teléfono]

Firma de Perito Electricista Colegiado

Domingo Rivera Rivera
Nombre en Letra de Molde

Urb Pinos Bajos Hatillo
Calle y Número

Moca PR 821-2255
[Ciudad] [Teléfono]

[Esta certificación no es válida si no tiene el sello de la A.E.E. y firma del representante de la A.E.E.]

REV 3-93

COPIA DUEÑO

ANNUAL RENEWAL PROCESS KNOWLEDGE CERTIFICATION

Generator hereby certifies that the process generating the waste identified by BFI Waste Code PR / 233 / 971025 / 237364 as described in the BFI Waste Characterization Data form (WCD) number AB43328 remains identical to what it was at the time the waste was originally characterized and everything in the WCD, including any and all change forms, remains the same. If the Generator's process changes in the future, it will notify BFI prior to shipping any waste from such changed process and will not ship any such waste until all necessary analytical data or other documentation is submitted to BFI for review and BFI approves the waste for management.

7/28/97	Nilsa La Court	Nilsa LaCourt	Human Rec. Manager
Date	Print Name	Signature	Title

(787) 892-1268 (787) 892-4112
Telephone Fax

To be signed by Generator's Authorized Representative who has responsibility for the process and/or waste.

Cert. I: 9/95

Waste Description: Arbor Lents Lub. Oil
Generator : NJP Insertco

Recycled paper

BFI Waste Systems™
BROWNING-FERRIS INDUSTRIES
BFI of Ponce, Inc.

Date: 06-06-97

NSP Inserted
P.O. Box 377,
San Lorenzo, PR 00683-
00377

RE: Waste Recertification (One Year)
Waste Code: PR/233/ 971025 / 233764
Waste Desc. Absorbents, Lubricant Oil

Dear: Ricardo Santana

Your waste approval will be due on 10/25/97. To update your waste, please sign the enclosed document and return as soon as possible.

Once the approval code is due, service will not be provided until waste stream is updated.

Updated charge is $100.00 per waste. Please provide the purchase order number in the space below in this letter and return with your waste document.

PO #: 7400

Name: Bofrada Mor

Title: Buyer

If you have any question or doubt contact us.

Cordially,

BFI OF PONCE, INC.

R. M. West

Rosa M. West
Approval Coordinator

cf: Account Executive

meds

Corporate Waste Approval Group
Browning-Ferris Industries

WASTE APPROVAL FORM

Date	:	11/08/96
BFI Location	:	Ponce Landfill
BFI Initiator	:	Pagan, Maria
Generator	:	NJP Insertco
Generator Location	:	San German, PR
WCD Number	:	AB43327
BFI Number	:	237363

WASTE DESCRIPTION: Oil, Lubricant

SAFETY PRECAUTIONS: Avoid Skin and Eye Contact.

RECOMMENDED MANAGEMENT: Solidification and Burial

Facility... Ponce Landfill

COMMENTS:

WCD updated October 31, 1996.

All wastes containing free liquids must be solidified before disposal. Liquid waste is defined as any waste material determined to contain free liquids defined by Method 9095 "Paint Filter Liquids Test".

THIS WASTE STREAM WILL REQUIRE ANNUAL RECERTIFICATIONS AND A COMPREHENSIVE EVALUATION (TCLP METALS, BENZENE, TOX) IN OCTOBER OF THE YEAR 1997.

The above is a recommendation of BFI. It must be understood that management of the waste for treatment and/or disposal at the designated facility must be in compliance with the facility's permit and applicable federal, state, and local regulations. The waste is based upon a review of the information provided by the generator and is contingent upon the receipt at the treatment and/or disposal facility of a waste material essentially equivalent in chemical composition and physical properties to that as defined above.

This waste stream has been assigned BFI Waste Code: PR/233/971025/237363

Lisa Reaves

Lisa Reaves
Technical Representative

Corporate Waste Approval Group
Browning-Ferris Industries

WASTE APPROVAL FORM

Date	: 11/08/96
BFI Location	: Ponce Landfill
BFI Initiator	: Pagan, Maria
Generator	: NJP Insertco
Generator Location	: San German, PR
WCD Number	: AB43328
BFI Number	: 237364

WASTE DESCRIPTION: Absorbents, Lubricating Oil Used

SAFETY PRECAUTIONS: Avoid Skin and Eye Contact.

RECOMMENDED MANAGEMENT: Direct Burial

Facility... Ponce Landfill

COMMENTS:

WCD updated October 31, 1996.

All wastes containing free liquids must be solidified before disposal. Liquid waste is defined as any waste material determined to contain free liquids defined by Method 9095 "Paint Filter Liquids Test".

THIS WASTE STREAM WILL REQUIRE ANNUAL RECERTIFICATIONS AND A COMPREHENSIVE EVALUATION (TCLP METALS AND BENZENE DATA) IN OCTOBER OF THE YEAR 1997.

The above is a recommendation of BFI. It must be understood that management of the waste for treatment and/or disposal at the designated facility must be in compliance with the facility's permit and applicable federal, state, and local regulations. The waste is based upon a review of the information provided by the generator and is contingent upon the receipt at the treatment and/or disposal facility of a waste material essentially equivalent in chemical composition and physical properties to that as defined above.

This waste stream has been assigned BFI Waste Code: **PR/233/971025/237364**

Lisa Reaves

Lisa Reaves
Technical Representative

Corporate Waste Approval Group
Browning-Ferris Industries

WASTE APPROVAL FORM

Date	: 11/08/96
BFI Location	: Ponce Landfill
BFI Initiator	: Pagan, Maria
Generator	: NJP Insertco
Generator Location	: San German, PR
WCD Number	: AB43328
BFI Number	: 237364

WASTE DESCRIPTION: Absorbents, Lubricating Oil Used

SAFETY PRECAUTIONS: Avoid Skin and Eye Contact.

RECOMMENDED MANAGEMENT: Direct Burial

Facility... Ponce Landfill

COMMENTS:

WCD updated October 31, 1996.

All wastes containing free liquids must be solidified before disposal. Liquid waste is defined as any waste material determined to contain free liquids defined by Method 9095 "Paint Filter Liquids Test".

THIS WASTE STREAM WILL REQUIRE ANNUAL RECERTIFICATIONS AND A COMPREHENSIVE EVALUATION (TCLP METALS AND BENZENE DATA) IN OCTOBER OF THE YEAR 1997.

The above is a recommendation of BFI. It must be understood that management of the waste for treatment and/or disposal at the designated facility must be in compliance with the facility's permit and applicable federal, state, and local regulations. The waste is based upon a review of the information provided by the generator and is contingent upon the receipt at the treatment and/or disposal facility of a waste material essentially equivalent in chemical composition and physical properties to that as defined above.

This waste stream has been assigned BFI Waste Code: PR/233/971025/237364

Lisa Reaves

Lisa Reaves
Technical Representative

BFI Waste Systems™
BROWNING-FERRIS INDUSTRIES

WCD No. AB 43321

PR 233 1 9 1025/237363
BFI WASTE CODE

WASTE APPROVAL REQUEST

BFI to complete this area.
BFI Initiator: Maria Pagan
Location: Ponce
Company Number: 233
Telephone: (809) 841-7775
Fax: (809) 841-1078
Date: 10/19/95

Action Requested: ☒ New Waste Approval
☐ Up-Date Approval - Previous Number: _____
Disposal Site Requested: Ponce
Company Number: 233
Management Method Requested: ☒ Landfill ☐ Hauling
☐ Other _____

WASTE CHARACTERIZATION DATA SPECIAL WASTE

IMPORTANT: THIS FORM IS TO BE COMPLETED BY A REPRESENTATIVE OF THE WASTE GENERATOR. PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM. THIS FORM IS TO BE USED ONLY ONE TIME, AND MUST BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK, AND SIGNED.

1. GENERATOR INFORMATION

a) Generator's Name: NJP Insertco
b) Generating Facility's Address: Ind. Park El Retiro
City: San German State: PR Zip: 00683
c) Generator's Representative: Eng. Ricardo Santana
Title: Plant Env. Coord.
Telephone: (809) 892-1268
Fax: (809) 892-4112
d) Emergency/Information Contact: same
Title: same
Telephone: ( ) same

e) State/Provincial/Local Registration No.: _____
Generator's EPA Id. No.: _____
Industry Description/SIC Code: _____
f) Customer's Name: NJP Insertco
g) Customer's Mailing Address: POBox 377
City: San German State: PR Zip: 00683-03
h) Representative: Eng. Ricardo Santana
Telephone: (809) 892-1268
Fax: (809) 892-4112

2. GENERAL WASTE STREAM INFORMATION

a) Name/Description of The Waste: Used oil (Turbole 68)
b) Process Generating Waste: Machine Maintenance

c) Is this a treatment residue of a waste which was previously a restricted hazardous waste? ☐ Yes ☒ No
If yes, describe the waste and the process generating the waste prior to treatment. _____
d) Is this a "Hazardous Waste" as defined by State, Provincial, or local Regulations? ☐ Yes ☒ No
If yes, enter the Waste Identification Number if one has been assigned: _____
e) Is this a "Special Waste", an "Industrial Process Waste", or a "Pollution Control Waste" as defined by State, Provincial, or local Regulations?
☐ Yes ☒ No If yes, enter Waste Identification Number: _____
f) Recommended personal protection equipment and special handling procedures: Gloves
g) Anticipated Volume: 4 drums (55 gals) ☐ Cubic Yards ☐ Tons ☐ Gallons ☐ Cubic Meters ☐ Tonnes(metric)
Other _____ Per: ☒ Year ☐ Month ☐ Week ☐ Day ☐ One Time ☐ Other _____
To be transported in: ☐ Bulk ☒ Drums (type/size) _____ ☐ Other _____
h) Is a representative sample included? ☐ Yes ☒ No

3. WASTE PROPERTIES AT 72°F

a) Physical State:
☐ Solid ☐ Semi-solid
☐ Powder ☒ Liquid
☐ Combination

b) Layers:
☒ Single-layered ☐ Bi-layered ☐ Multi-layered

c) Colors(s):
Describe Dark Brown

d) Odor:
Describe _____
☐ None ☒ Mild ☐ Strong

e) Density Range: _____ to _____
☒ N/D ☐ lbs/gal. ☐ g./cc.
☐ lbs./yd.^{3} ☐ Kg/m^3 ☐ Other

f) Flash Point, °F:
☐ ≤ 72 ☐ 73-100 ☐ 101-140
☐ 141-200 ☐ ≥ 201 ☐ N/A ☒ N/D

g) pH:
☐ ≤ 2 ☐ 2.1 - 5.0 ☐ 5.1 - 9.0
☐ 9.1 - 12.4 ☐ ≥ 12.5 ☐ N/A ☒ N/D

PR 1333 1991025/23763

BFI WASTE CODE

4. REACTIVITY

Note if the waste exhibits any of the following reactive properties:

- ☐ Water Reactive
- ☐ Acid Reactive
- ☐ Alkaline Reactive
- ☐ Oxidizer
- ☐ Autopolymerizable
- ☐ Pyrophoric
- ☐ Explosive
- ☐ Thermally Sensitive
- ☐ Shock Sensitive
- ☒ None of the above

5. THIS WASTE CONTAINS

Note if the waste contains any of the following: If any are checked "Yes", specify type (if applicable) and include its concentration as part of the waste composition, Section 6.

- ☐ Free Liquids
- ☐ Free Cyanide
- ☐ Free Sulfide
- ☐ Free Ammonia
- ☐ Dioxins
- ☐ Organic Solvents
- ☐ Virgin Oils
- ☒ Used Oils
- ☐ OSHA Substances
- ☐ Etiological Agents
- ☐ Pathogens
- ☐ Biological Materials
- ☐ Radioactive Materials
- ☐ PCBs not regulated by TSCA 40 CFR 761
- ☐ None of the Above

Lubricant Oil

6. SPECIAL WASTE COMPOSITION

Concentration ranges are suggested and units must be identified in percentages (%) and/or parts per million (ppm). Attach additional pages if necessary.

Components	Range Min. / Max.
Lubricant Oil	100 %

7. TRANSPORTATION INFORMATION

If the waste is a DOT Hazardous Material, complete the following: N/A

Proper USDOT Shipping Name: _____

USDOT Hazard Class: _____ UN or NA Number: _____ CERCLA Reportable Quantity: _____

8. SUPPLEMENTAL INFORMATION

☐ None ☐ MSD Sheets ☒ Analytical Data ☒ Chain of Custody ☐ Memo/Letter ☐ Waste Composition

☐ Other - describe: _____ No. of Pages: _____

9. GENERATOR'S CERTIFICATION

I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine, that no deliberate or willful omissions of composition or properties exist, that all known or suspected hazards have been disclosed, and that the waste is not a regulated hazardous waste by the USEPA, by an applicable State or Provincial authority, or by any applicable local authority, and does not contain PCBs regulated by TSCA (i.e., 40 CFR 761) or any Provincial authority.

GENERATOR'S AUTHORIZED SIGNATORY as identified in Section 1 (c):

DATE	PRINT NAME	SIGNATURE	TITLE
10/19/95 / 10/31/95	Ricardo Santana	RSantana	Plant Env. Coord.

REPRESENTATIVE SAMPLE CERTIFICATION

This Section is to be completed by the person obtaining the sample of the above described waste.

I certify that the sample for which analytical data was provided on the waste described above is representative of that waste and was collected and preserved in a manner consistent with accepted technical standards.

Lab sample assigned to: EC6 Lab / Beckton

Collector's Name: J. Orsini / L. Rivera

Signature: RSantana / RSantana

Company: Inserteo NJP

Title: Samplers

Telephone Number: (809) 759-0101 / 841-7323

Date Collected: 7/28/95 / 8/25/95

(peel off label)

Generator's Name: _____

Waste Description: _____

Date Collected: _____

WCD No. AB

Waste Systems™
BROWNING-FERRIS INDUSTRIES

WCD No. AF 43328

PR 1233 1/10/25/237364
BFI WASTE CODE

WASTE APPROVAL REQUEST

BFI to complete this area.
BFI Initiator: Maria Pagan
Location: Ponce
Company Number: 233
Telephone: (809) 841-7775
Fax: (809) 841-1078
Date: 10/19/95

Action Requested: ☒ New Waste Approval
☒ Up-Date Approval - Previous Number: _____
Disposal Site Requested: Ponce
Company Number: 233
Management Method Requested: ☒ Landfill ☐ Hauling
☐ Other _____

WASTE CHARACTERIZATION DATA SPECIAL WASTE

IMPORTANT: THIS FORM IS TO BE COMPLETED BY A REPRESENTATIVE OF THE WASTE GENERATOR. PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM. THIS FORM IS TO BE USED ONLY ONE TIME, AND MUST BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK, AND SIGNED.

1. GENERATOR INFORMATION

a) Generator's Name: NJP Inserteo
b) Generating Facility's Address: Ind. Park El Retiro
City: San German State: PR Zip: 00
c) Generator's Representative: Eng. Ricardo Santana
Title: Plant Env. Coord.
Telephone: (809) 892-1268
Fax: (809) 892-4112
d) Emergency/Information Contact: same
Title: same
Telephone: ( ) same

e) State/Provincial/Local Registration No.: _____
Generator's EPA Id. No.: _____
Industry Description/SIC Code: _____
f) Customer's Name: NJP Inserteo
g) Customer's Mailing Address: P.O. Box 377
City: San German State: PR Zip: 00683-0377
h) Representative: Eng. Ricardo Santana
Telephone: (809) 892-1268
Fax: (809) 892-4112

2. GENERAL WASTE STREAM INFORMATION

a) Name/Description of The Waste: Absorbent material and booms with used oil
b) Process Generating Waste: Machine leakeage

c) Is this a treatment residue of a waste which was previously a restricted hazardous waste? ☐ Yes ☒ No
If yes, describe the waste and the process generating the waste prior to treatment. _____
d) Is this a "Hazardous Waste" as defined by State, Provincial, or local Regulations? ☐ Yes ☒ No
If yes, enter the Waste Identification Number if one has been assigned: _____
e) Is this a "Special Waste", an "Industrial Process Waste", or a "Pollution Control Waste" as defined by State, Provincial, or local Regulations?
☐ Yes ☒ No If yes, enter Waste Identification Number: _____
f) Recommended personal protection equipment and special handling procedures: Gloves

g) Anticipated Volume: 4 bags ☒ Cubic Yards ☐ Tons ☐ Gallons ☐ Cubic Meters ☐ Tonnes(metric)
Other _____ Per: ☒ Year ☐ Month ☐ Week ☐ Day ☐ One Time ☐ Other _____
To be transported in: ☐ Bulk ☐ Drums (type/size) bags ☐ Other _____
h) Is a representative sample included? ☐ Yes ☒ No

3. WASTE PROPERTIES AT 72°F

a) Physical State:
☐ Solid ☐ Semi-solid
☐ Powder ☐ Liquid
☒ Combination

b) Layers:
☐ Single-layered ☒ Bi-layered ☐ Multi-layered

c) Colors(s):
Describe different colors

d) Odor:
Describe _____
☐ None ☒ Mild ☐ Strong

e) Density Range: _____ to _____
☒ N/D ☐ lbs/gal. ☐ g./cc.
☐ lbs./yd.^{3} ☐ Kg/m^3 ☐ Other

f) Flash Point, °F:
☐ ≤ 72 ☐ 73-100 ☐ 101-140
☐ 141-200 ☐ ≥ 201 ☐ N/A ☒ N/D

g) pH:
☐ ≤ 2 ☐ 2.1 - 5.0 ☐ 5.1 - 9.0
☐ 9.1 - 12.4 ☐ ≥ 12.5 ☐ N/A ☒ N/D

PR 1233 1961025/23736

BFI WASTE CODE

4. REACTIVITY

Note if the waste exhibits any of the following reactive properties:

- ☐ Water Reactive
- ☐ Acid Reactive
- ☐ Alkaline Reactive
- ☐ Oxidizer
- ☐ Autopolymerizable
- ☐ Pyrophoric
- ☐ Explosive
- ☐ Thermally Sensitive
- ☐ Shock Sensitive
- ☒ None of the above

5. THIS WASTE CONTAINS

Note if the waste contains any of the following: If any are checked "Yes", specify type (if applicable) and include its concentration as part of the waste composition, Section 6.

- ☐ Free Liquids
- ☐ Free Cyanide
- ☐ Free Sulfide
- ☐ Free Ammonia
- ☐ Dioxins
- ☐ Organic Solvents
- ☐ Virgin Oils
- ☒ Used Oils
- ☐ OSHA Substances
- ☐ Etiological Agents
- ☐ Pathogens
- ☐ Biological Materials
- ☐ Radioactive Materials
- ☐ PCBs not regulated by TSCA 40 CFR 761
- ☐ None of the Above

Lubricant Oil

6. SPECIAL WASTE COMPOSITION

Concentration ranges are suggested and units must be identified in percentages (%) and/or parts per million (ppm). Attach additional pages if necessary.

Components	Range Min. / Max.
Absorbent Mat	45 %
Booms	45 %
used oil	10 %

7. TRANSPORTATION INFORMATION

If the waste is a DOT Hazardous Material, complete the following:

Proper USDOT Shipping Name: N/A

USDOT Hazard Class: _____ UN or NA Number: _____ CERCLA Reportable Quantity: _____

8. SUPPLEMENTAL INFORMATION

☐ None ☐ MSD Sheets ☒ Analytical Data ☒ Chain of Custody ☐ Memo/Letter ☐ Waste Composition

☐ Other - describe: _____ No. of Pages: _____

9. GENERATOR'S CERTIFICATION

I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine, that no deliberate or willful omissions of composition or properties exist, that all known or suspected hazards have been disclosed, and that the waste is not a regulated hazardous waste by the USEPA, by an applicable State or Provincial authority, or by any applicable local authority, and does not contain PCBs regulated by TSCA (i.e., 40 CFR 761) or any Provincial authority.

GENERATOR'S AUTHORIZED SIGNATORY as identified in Section 1 (c):

DATE	PRINT NAME	SIGNATURE	TITLE
10/19/95	Ricardo Santana	Santana	Plant Env. Coord.
10/31/95			

REPRESENTATIVE SAMPLE CERTIFICATION

This Section is to be completed by the person obtaining the sample of the above described waste.

I certify that the sample for which analytical data was provided on the waste described above is representative of that waste and was collected and preserved in a manner consistent with accepted technical standards.

Lab sample assigned to: ECB Lab / Beckton (peel off label)

Collector's Name: J. Orsini / L. Rivera

Signature: Santana, Santana

Company: Inserteo NSP

Title: Sampler

Telephone Number: (805) 759-0101 / 841-7373

Date Collected: 7/28/95 8/25/95

Generator's Name: _____

Waste Description: _____

Date Collected: _____

WCD No. AB

BROWNING-FERRIS INDUSTRIES

WCD NO. AZ 36588

/ / 237362

BFI WASTE CODE

WASTE APPROVAL REQUEST

BFI to complete this area.

BFI Initiator: _____

Location: _____

Company Number: _____

Telephone: ( ) _____

Fax: ( ) _____

Date: _____

Action Requested: ☐ New Waste Approval

☒ Up-Date Approval - Previous Number: 237362

Disposal Site Requested: _____

Company Number: _____

Management Method Requested: ☐ Landfill ☐ Hauling

☐ Other: _____

WASTE CHARACTERIZATION DATA
SPECIAL WASTE

IMPORTANT: INFORMATION FOR PHYSICAL COMPLETION OF THIS FORM MUST BE OBTAINED FROM AN AUTHORIZED REPRESENTATIVE OF THE WASTE GENERATOR. PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM. THIS FORM IS TO BE USED ONLY ONE TIME, AND MUST BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK, AND SIGNED.

1. GENERATOR INFORMATION

a) Generator's Name: NJP Inserters

b) Generating Facility's Address: Carr. 102 Km. 33.2

City: San Germain State: PR Zip: 00683

c) Generator's Representative: Milsa La Court

Title: Human Resources Manager

Telephone: (787) 892-1268

Fax: (787) 892-4112

d) Emergency/Information Contact: Same

Title: Same

Telephone: ( ) Same

e) State/Provincial/Local Registration No.: _____

Generator's EPA Id. No.: _____

Industry Description/SIC Code: _____

Billing Information

f) Customer's Name: NJP Inserters

g) Customer's Mailing Address: Po Box 377

City: San German State: PR Zip: 00683

h) Billing Contact: Milsa La Court

Telephone: (787) 892-1268

Fax: (787) 892-4112

2. GENERAL WASTE STREAM INFORMATION

a) Name/Description of the Waste: used oil (Turbo te 68)

b) Process Generating the Waste: Machine Maintenance

c) Is this waste a characteristically hazardous waste as per 40 CFR 261.21-24? ☐ Yes ☒ No ☐ N/D

d) Is this waste an F,K,P, or U listed hazardous waste as per 40 CFR 261.32-33? ☐ Yes ☒ No ☐ N/D

e) Is this waste a treatment residue of a waste which was previously a characteristically hazardous waste? ☐ Yes ☒ No ☐ N/D

If yes. describe the waste, applicable code(s), and the process generating the waste prior to treatment. _____

f) Is this a "Hazardous Waste" as defined by State, Provincial, or Local Regulations? ☐ Yes ☒ No ☐ N/D

If yes, enter the Waste Identification Number if one has been assigned: _____

g) Recommended personal protection equipment and special handling procedures: Gloves

BFI WASTE CODE

3. WASTE PROPERTIES AT 72°F

a) Physical State: ☐ Solid ☐ Semi-solid ☐ Powder ☒ Free Liquid ☐ Combination

b) Reactivity: ☐ Water Reactive ☐ Acid Reactive ☐ Alkaline Reactive ☐ Oxidizer ☐ Autopolymerizable
☐ Pyrophoric ☐ Explosive ☐ Thermally Sensitive ☐ Shock Sensitive ☒ None of the above

c) Flash Point, °F:
☐ ≤ 72 ☐ 73-100 ☐ 101-140 ☐ 141-200 ☐ ≥ 201 ☐ N/A ☒ N/D

d) pH:
☐ ≤ 2 ☐ 2.1 - 5.0 ☐ 5.1 - 9.0 ☐ 9.1 - 12.4 ☐ ≥12.5 ☐ N/A ☒ N/D

e) Odor - describe _____
☐ None ☒ Mild ☐ Strong

4. WASTE COMPOSITION

Please provide a breakdown of the waste stream based upon generator knowledge of the waste and the process(s) generating the waste stream.

Does this waste contain any of the following:	Components/Contaminants	Range (%)
☐ Free Cyanide		
☐ Free Sulfide		
☐ Organic Solvents		
☐ OSHA Substances		
☐ Radioactive Materials		
☐ Virgin Oils		
☒ Used Oils	Lubricant Oil	100 %
☐ Etiological Agents		
☐ PCB'S not regulated by TSCA 40 CFR 761		
☐ None of the Above		
If any of the above are marked, please specify in waste breakdown at right		

5. TRANSPORTATION INFORMATION

If the waste is a DOT Hazardous Material, complete the following:

Proper USDOT Shipping Name: N/A

USDOT Hazard Class: _____ UN or NA Number: _____ CERCLA Reportable Quantity: _____

6. GENERATOR'S CERTIFICATION

I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine, that no deliberate or willful omissions of composition or properties exist, that all known or suspected hazards have been disclosed, analytical results submitted are accurate and representative of the waste (per SW846), and that the waste is not a regulated hazardous waste by the USEPA, by an applicable State or Provincial authority, or by any applicable local authority, and does not contain PCBs regulated by TSCA (i.e., 40 CFR 761) or any Provincial authority.

GENERATOR'S AUTHORIZED SIGNATORY:

DATE: 7/28/97

PRINT NAME: Nilsa La Court SIGNATURE: Nilsa LaCourt TITLE: Human Res. Manager

TELEPHONE: (787) 892-1268 FAX: (787) 892-4112

ANNUAL RENEWAL PROCESS KNOWLEDGE CERTIFICATION

Generator hereby certifies that the process generating the waste identified by BFI Waste Code PR / 233 / 971025123736 as described in the BFI Waste Characterization Data form (WCD) number AB43327 remains identical to what it was at the time the waste was originally characterized and everything in the WCD, including any and all change forms, remains the same. If the Generator's process changes in the future, it will notify BFI prior to shipping any waste from such changed process and will not ship any such waste until all necessary analytical data or other documentation is submitted to BFI for review and BFI approves the waste for management.

1/28/97	Nilsa La Court	Nilsa La Court	Human Resources Manager
Date	Print Name	Signature	Title

(787) 892-1268	(787) 892-4112
Telephone	Fax

To be signed by Generator's Authorized Representative who has responsibility for the process and/or waste.

Cert. I: 9/95

Waste Description: Used oil lubricant

Generator : NSP Arecibo

Recycled paper

BFI Waste Systems™

BROWNING-FERRIS INDUSTRIES

BFI of Ponce, Inc.

Date: 06-06-97

NJP Inserted
P.O. Box 377
San German, P.R. 00683-0377

RE: Waste Recertification (One Year)
Waste Code: PR/233/971025 / 237363
Waste Desc. oil Lubricant
(turbate 68)

Dear: Ricardo Santana

Your waste approval will be due on 10/25/97. To update your waste, please sign the enclosed document and return as soon as possible.

Once the approval code is due, service will not be provided until waste stream is updated.

Updated charge is $100.00 per waste. Please provide the purchase order number in the space below in this letter and return with your waste document.

PO #: 7400

Name: Betzaida Mora

Title: Buyer

If you have any question or doubt contact us.

Cordially,

BFI OF PONCE, INC.

R. M. West

Rosa M. West
Approval Coordinator

cf: Account Executive

meds

BARAMAYA AVENUE BO. LA COTORRA (00731) • P. O. BOX 7104 • PONCE, PUERTO RICO 00732
(787) 841-7775 • FAX: (787) 841-7772 - LANDFILL OPERATIONS DIVISION / (787) 841-1078 - SPECIAL WASTE DIVISION

File Stormwater – InsertCo

Appendix C—Notice of Intent and Instructions

See Reverse for Instructions

Form Approved. OMB No. 2040-0086 Approval expires: 8-31-95

NPDES FORM

EPA

United States Environmental Protection Agency
Washington, DC 20460

Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity Under the NPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a NPDES permit issued for storm water discharges associated with industrial activity in the State identified in Section II of this form. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit. ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.

I. Facility Operator Information

Name: MENASHA CORPORATION Phone: 800 236 3666

Address: 1649 BERGSTROM ROAD PO BOX 367 Status of Owner/Operator: P

City: NEENAH State: WI ZIP Code: 54957-0367

II. Facility/Site Location Information

Name: NJP INSERTCO S-0551-0-54 Is the Facility Located on Indian Lands? (Y or N): N

Address: INDUSTRIAL PARK EL RETIRO BOX 377

City: SAN GERMAN State: PR ZIP Code: 00683-0377

Latitude: 67200 Longitude: 18430 Quarter: Section: Township: Range:

III. Site Activity Information

MS4 Operator Name: SAN GERMAN

Receiving Water Body: ESTERO RIVER

If You are Filing as a Co-permittee, Enter Storm Water General Permit Number:

Are There Existing Quantitative Data? (Y or N): N

Is the Facility Required to Submit Monitoring Data? (1, 2, or 3): 1

SIC or Designated Activity Code: Primary: 2731 2nd: 3rd: 4th:

If This Facility is a Member of a Group Application, Enter Group Application Number:

If You Have Other Existing NPDES Permits, Enter Permit Numbers:

IV. Additional Information Required for Construction Activities Only

Project Start Date: Completion Date: Estimated Area to be Disturbed (in Acres): Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans? (Y or N):

V. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print Name: RICARDO SANTANA Date: 11 16 95

Signature: Santana

EPA Form 3510-6 (8-92)

360

Storm Water - Permit Application & Correspondence

Current/Pending

Appendix C—Notice of Intent and Instructions

See Reverse for Instructions

Form Approved. OMB No. 2040-0086 Approval expires: 8-31-95

NPDES FORM

United States Environmental Protection Agency
Washington, DC 20460

Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity Under the NPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a NPDES permit issued for storm water discharges associated with industrial activity in the State identified in Section II of this form. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit. ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.

I. Facility Operator Information

Name: MENASHA CORPORATION Phone: 800 236 3666

Address: 1649 BERGSTROM ROAD PO BOX 367 Status of Owner/Operator: P

City: NEENAH State: WI ZIP Code: 54957-0367

II. Facility/Site Location Information

Name: NJP INSERTCO S-0113-0-52 Is the Facility Located on Indian Lands? (Y or N): N

Address: INDUSTRIAL PARK EL RETIRO BOX 377

City: SAN GERMAN State: PR ZIP Code: 00683-0377

Latitude: 67 2 00 Longitude: 18 4 30 Quarter: Section: Township: Range:

III. Site Activity Information

MS4 Operator Name: SAN GERMAN

Receiving Water Body: ESTERO RIVER

If You are Filing as a Co-permittee, Enter Storm Water General Permit Number:

Are There Existing Quantitative Data? (Y or N): N

Is the Facility Required to Submit Monitoring Data? (1, 2, or 3): 1

SIC or Designated Activity Code: Primary: 2731 2nd: 3rd: 4th:

If This Facility is a Member of a Group Application, Enter Group Application Number:

If You Have Other Existing NPDES Permits, Enter Permit Numbers:

IV. Additional Information Required for Construction Activities Only

Project Start Date: Completion Date: Estimated Area to be Disturbed (in Acres): Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans? (Y or N):

V. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print Name: RICARDO SANTANA Date: 11 16 95

Signature: R Santana

EPA Form 8510-6 (6-92)

NJP INSERTCO

MENASHA CORPORATION

FEB

Memo

To: Peter De Rossi

From: Ricardo Santana

Subject: **SARA Tier II Self-Audit and Reports**

Date: February 27, 1996

After making revisions in the HAZMIN software for the SARA Tier II Self-Audit and Report on our MSDS Database, no MSDS's were found. Further querying allowed us to identify 6 of the products we use in our production process to be identified under Section 302; these are:

- Kodak liquid Developer System Cleaner ..... MSDS # 10505
- Excelerate Developer / Replenisher ..... MSDS # 11763
- 3M Duplicator Fountain Concentrate ..... MSDS # 11767
- PR 0187 EB ..... MSDS # 11827
- Excelerate Tray Developer ..... MSDS # 11970
- Cleaner Conditioner ..... Not Listed in DBase

The following table summarizes the overall usage of these species based on information gathered directly from purchases made last year.

/enclosure

Reference: H:\GENERAL\RICK\WPF\MEMOES\SARA-T2.WPD

Box 377
San Germán PR 00683
Phone (809) 892-1268
Fax (809) 892-4112

SARA Tier II Self Audit and Report
NJP Insertco
PEC: Ricardo Santana

MSDS #	*Species*	*Component*	*Percentage*	*Total Gals Component*	*Total Gals Used in 95*	*Max on Site (gals)*	*Component Max on Site (lbs)*
10505	Kodak Liquid Developer System Cleaner	Sulfuric Acid	17.00%	0.09	0.50	0.63	1.12
11763	Excelerate Developer / Replenisher	Hydroquinone	5.00%	5.00	100.00	12.50	6.47
11767	3M Duplicator Fountain Concentrate	Formaldehyde	5.00%	0.20	4.00	5.00	2.29
11827	PR-0187-EB (White Glue)	Residual Vinyl Acetate Monomer	0.50%	0.68	135.00	50.00	2.15
11970	Excelerate Tray Developer	Hydroquinone	5.00%	0.01	0.25	0.25	0.12
Not in DB	3M Cleaner Conditioner	Formaldehyde	0.15%	0.05	33.00	1.00	0.01

CCM Sources vs MSDSs (Pending Status), Edition: CCM - 95C
4(c) SARA III, Section 302 (EPA)
Plant #: 404 Insertco ========== 2/27/96

MSDS: 10505 KODAK LIQUID DEVELOPER SYSTEM CLEANER
Mfgr. : EASTMAN KODAK CO.
Component : SULFURIC ACID
CAS No. : 7664939
Prod. % : EQ 17%

MSDS: 11763 EXCELERATE DEVELOPER/REPLENISHER
Mfgr. : 3M
Component : HYDROQUINONE
CAS No. : 123319
Prod. % : BT 1.0% 5.0%

MSDS: 11767 3M DUPLICATOR FOUNTAIN CONCENTRATE
Mfgr. : 3M
Component : FORMALDEHYDE
CAS No. : 50000
Prod. % : BT 1.0% 5.0%

MSDS: 11827 PR-0187-EB
Mfgr. : H.B. FULLER CO. (55110)
Component : RESIDUAL VINYL ACETATE MONOMER
CAS No. : 108054
Prod. % : LT 0.5%

MSDS: 11970 EXCELERATE TRAY DEVELOPER
Mfgr. : 3M GENERAL OFFICE
Component : HYDROQUINONE
CAS No. : 123319
Prod. % : BT 1.0% 5.0%

End of Report

4(c) SARA III, Section 302 (EPA)

Plant #: 404 Insertco ========== 2/26/96
No MSDSs for SARA III, Section 302 (EPA)

End of Report

NJP INSERTCO
A SUBSIDIARY

MENASHA CORPORATION

Memo

To: Peter De Rossi

From: Ricardo Santana

Subject: **SARA Tier II Self-Audit and Reports**

Date: April 3, 1996

Find enclosed the copy of NJP Insertco's Self-Audit Report and the table that summarizes the overall usage of SARA reportable species.

A copy of the CIMS results or a summary is enclosed in a Memo titled **SARA Tier II Self-Audit and Report,** dated February 27, 1996, directed to your attention at the aforementioned date.

All information is directly based from purchases made last year.

/enclosure Self-Audit Report
SARA Reportable Species Table

Reference: H:\GENERAL\RICK\WPF\MEMOES\SARA-TII.WPD

Box 377
San Germán PR 00683
Phone (809) 892-1268
Fax (809) 892-4112

360
SARA 311/312 - Self Audits & Reports
1/1/2000

SARA Tier II Self-Audit Report

Plant Location: ..... **NJP Insertco**
PEC ..... **Ricardo Santana**
Date ..... **April 2, 1996**

1. I have made a walk through the plant to identify the MSDS-Covered products that are now being stored above 10,000 pound quantity level. ..... Yes

2. Did the location add or delete any MSDS-Covered items in quantities above 10,000 pounds during 1995? ..... No

3. Did this location increased the storage of any MSDS-Covered products in use to levels above 10,000 pounds during 1995? ..... No

4. Does this location have to file a SARA Tier II Report? ..... No

5. If Yes, Was a copy sent to the State Emergency Response Commission, the Local Emergency Planning Committee, the Local Fire Department, and to the Corporate Environmental Department? ..... N/A

6. The CIMS System was used to confirm the need to file a SARA Tier II Report for 1995 (Filed by March 1, 1996). ..... Yes

*A copy of the CIMS results or a summary is enclosed in a Memo titled **SARA Tier II Self-Audit and Report,** dated February 27, 1996, directed to your attention in the aforementioned date.*

Ricardo Santana

Reference: H:\GENERAL\RICK\WPF\MEMOES\T2-AUDIT

SARA Tier II Self Audit and Report
NJP Insertco
PEC: Ricardo Santana

MSDS #	*Species*	*Component*	*Percentage of Component in Species*	*Total Gals Used In 95*	*Total Gals of Component*	*Max Gals of Species on Site*	*Component Max on Site (lbs)*
10505	Kodak Liquid Developer System Cleaner	Sulfuric Acid	17.00%	0.50	0.09	0.63	1.12
11763	Excelerate Developer / Replenisher	Hydroquinone	5.00%	100.00	5.00	12.50	6.47
11767	3M Duplicator Fountain Concentrate	Formaldehyde	5.00%	4.00	0.20	5.00	2.29
11827	PR-0187-EB (White Glue)	Residual Vinyl Acetate Monomer	0.50%	135.00	0.68	50.00	2.15
11970	Excelerate Tray Developer	Hydroquinone	5.00%	0.25	0.01	0.25	0.12
Not in DB	3M Cleaner Conditioner	Formaldehyde	0.15%	33.00	0.05	1.00	0.01

360 175

SARA 313 *TOXIC RELEASE INVENTORY* Self Audit Form

Check the appropriate box(es) and return this form to the Corporate Environmental Department not later than June 1; with attachments, as needed.

☐ **I have completed the SARA 313 evaluation of chemicals that CIMS lists 1996 annual usage as more than 8000 pounds, and I have determined that none were used in amounts greater than 10,000 pounds during 1996.** All our chemical usages are much less than 8,000 pounds per year.

☐ **I have completed the SARA 313 evaluation of chemicals that CIMS lists 1996 annual usage as more than 8000 pounds and I have determined that while some chemicals were used in amounts greater than 10,000 pounds during 1996, none require SARA 313 reporting. I have attached the blue Chemical Assessment form(s) for NEWLY IDENTIFIED SARA 313 chemicals showing the basis for their being exempt.**

☐ **I have completed the SARA 313 evaluation of chemicals that CIMS lists 1996 annual usage as more than 8000 pounds and I have determined that a SARA 313 report is required for at least one chemical. A copy of the completed Form R is attached.**

☐ **I have reported one or more SARA 313 chemicals which are produced by our processes and which are not tracked by CIMS. A copy of the completed Form R(s) is attached.**

☐ **I have not been able to use CIMS because as of this time I do not have a CIMS database, or my CIMS database is very unreliable.**

PEC Name Nilsa LaCourt Signed: Nilsa LaCourt

Plant: NJP INSERTCO

Date: 8/8/97

Revised: April 1997

C:\AADATA\SARA\S-313AUD.A97

360 175

4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Source List Regulatory/Usage Report (Detailed)
Plant #: 404 Insertco(1996) ========== 8/05/97
Pending, Current and Non-current Requests
Non-current dates from 1/01/96 to 12/31/96

CAS No.: 50-00-0 Name: Formaldehyde
CURRENT REQUESTS:
C MSDS#: 1251 Name: 3M CLEANER CONDITIONER
MSDS made current on 10/08/96
Percent of Product: .1
Request for: PRINTING Dept. .008 lbs. Component/month.
92.382 lbs. of Product used per Year
C MSDS#: 11767 Name: 3M DUPLICATOR FOUNTAIN CONCENTRATE
MSDS made current on 11/15/96
Percent of Product: 5
Request for: PRINTING Dept. .459 lbs. Component/month.
110.158 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
1.87 lb.	1.39 lb.	.47 lb.	5.6 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 50000 UN/NA:
Name: Formaldehyde
De minimis concentration, 0.1 percent.

CAS No.: 64-18-6 Name: Formic acid
CURRENT REQUESTS:
C MSDS#: 11765 Name: EXCELERATE FIX - PART B
MSDS made current on 11/15/96
Percent of Product: .1
Request for: Art Room Dept. 0 lbs. Component/month
.409 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Ye
0 lb.	0 lb.	0 lb.	0

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 64186 UN/NA: UN 1779
Name: Formic acid
De minimis concentration, 1.0 percent.
Effective date, 1/1/94.

CAS No.: 67-56-1 Name: Methanol
CURRENT REQUESTS:
C MSDS#: 11767 Name: 3M DUPLICATOR FOUNTAIN CONCENTRATE
MSDS made current on 11/15/96
Percent of Product: .1
Request for: PRINTING Dept. .009 lbs. Component/month.
110.158 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
.04 lb.	.03 lb.	.01 lb.	.11 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 67561 UN/NA: UN 1230
Name: Methanol
De minimis concentration, 1.0 percent.

CAS No.: 95-47-6 Name: o-Xylene
CURRENT REQUESTS:
C MSDS#: 11958 Name: WASH V-120
MSDS made current on 11/15/96
Percent of Product: 3
Request for: PRINTING Dept. 1.064 lbs. Component/month.
425.61 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
23.41 lb.	11.7 lb.	1.06 lb.	12.77 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 95476 UN/NA:
Name: o-Xylene
De minimis concentration, 1.0 percent.

CAS No.: 98-82-8 Name: Cumene
CURRENT REQUESTS:
C MSDS#: 11958 Name: WASH V-120
MSDS made current on 11/15/96
Percent of Product: 1
Request for: PRINTING Dept. .355 lbs. Component/month.
425.61 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
7.8 lb.	3.9 lb.	.35 lb.	4.26 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 98828 UN/NA:
Name: Cumene
De minimis concentration, 1.0 percent.

CAS No.: 106-42-3 Name: p-Xylene
CURRENT REQUESTS:
C MSDS#: 11958 Name: WASH V-120
MSDS made current on 11/15/96
Percent of Product: 3
Request for: PRINTING Dept. 1.064 lbs. Component/month.
425.61 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
23.41 lb.	11.7 lb.	1.06 lb.	12.77 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 106423 UN/NA:
Name: p-Xylene
De minimis concentration, 1.0 percent.

CAS No.: 107-21-1 Name: Ethylene glycol
CURRENT REQUESTS:
C MSDS#: 11767 Name: 3M DUPLICATOR FOUNTAIN CONCENTRATE
MSDS made current on 11/15/96
Percent of Product: 30
Request for: PRINTING Dept. 2.754 lbs. Component/month.
110.158 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
11.02 lb.	8.26 lb.	2.75 lb.	33.05 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS:
P MSDS#: 12515 Name: FULLPRIME
Percent of Product: 3.6
Request for: PLANT WIDE Dept. .621 lbs. Component/month.
207.097 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
3.11 lb.	2.17 lb.	.62 lb.	7.46 lb.

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 107211 UN/NA:
Name: Ethylene glycol
De minimis concentration, 1.0 percent.

CAS No.: 108-05-4 Name: Vinyl acetate
CURRENT REQUESTS:
C MSDS#: 11827 Name: PR-0187-EB
MSDS made current on 11/15/96
Percent of Product: .5
Request for: Fold. Mod. Dept. .451 lbs. Component/month.
1081.551 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
.9 lb.	.45 lb.	.45 lb.	5.41 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 108054 UN/NA:
Name: Vinyl acetate
De minimis concentration, 0.1 percent.

CAS No.: 108-38-3 Name: m-Xylene
CURRENT REQUESTS:
C MSDS#: 11958 Name: WASH V-120
MSDS made current on 11/15/96
Percent of Product: 3
Request for: PRINTING Dept. 1.064 lbs. Component/month.
425.61 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
23.41 lb.	11.7 lb.	1.06 lb.	12.77 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 108383 UN/NA:
Name: m-Xylene
De minimis concentration, 1.0 percent.

CAS No.: 110-54-3 Name: n-Hexane
CURRENT REQUESTS:
C MSDS#: 11770 Name: SILOO SILICONE LUBRICANT
MSDS made current on 11/15/96
Percent of Product: 15
Request for: Cut. Modul Dept. .098 lbs. Component/month.
7.856 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
.59 lb.	.33 lb.	.1 lb.	1.18 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 110543 UN/NA:
Name: n-Hexane
De minimis concentration, 1.0 percent.
Effective date, 1/1/95.

CAS No.: 123-31-9 Name: Hydroquinone
CURRENT REQUESTS:
C MSDS#: 11763 Name: EXCELERATE DEVELOPER/REPLENISHER
MSDS made current on 11/15/96
Percent of Product: 5
Request for: Art Room Dept. 1.295 lbs. Component/month.
310.696 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
5.18 lb.	2.59 lb.	1.29 lb.	15.53 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 123319 UN/NA: UN 2662
Name: Hydroquinone
De minimis concentration, 1.0 percent.

CAS No.: 1330-20-7 Name: Xylene (mixed isomers)
CURRENT REQUESTS:
C MSDS#: 11958 Name: WASH V-120
MSDS made current on 11/15/96
Percent of Product: 3
Request for: PRINTING Dept. 1.064 lbs. Component/month.
425.61 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
23.41 lb.	11.7 lb.	1.06 lb.	12.77 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 1330207 UN/NA:
Name: Xylene (mixed isomers)
De minimis concentration, 1.0 percent.

CAS No.: 7647-01-0 Name: Hydrochloric acid (acid aerosols including mists, va
CURRENT REQUESTS: None Found

NONCURRENT REQUESTS: None Found

PENDING REQUESTS:
P MSDS#: 12513 Name: SUPER 23 TOILET CLEANER
Percent of Product: 23
Request for: PLANT WIDE Dept. 2.692 lbs. Component/month.
140.451 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
6.46 lb.	3.23 lb.	2.69 lb.	32.3 lb.

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 7647010 UN/NA:
Name: Hydrochloric acid (acid aerosols including mists, vapors, gas, fog and other airborne forms of any particle size)

CAS No.: 7664-38-2 Name: Phosphoric acid
CURRENT REQUESTS:
C MSDS#: 1251 Name: 3M CLEANER CONDITIONER
MSDS made current on 10/08/96
Percent of Product: 1
Request for: PRINTING Dept. .077 lbs. Component/month.
92.382 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
.31 lb.	.16 lb.	.08 lb.	.92 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 7664382 UN/NA: UN 1805
Name: Phosphoric acid
De minimis concentration, 1.0 percent.

CAS No.: 7664-41-7 Name: Ammonia (includes anhydrous ammonia and aqueous ammo
CURRENT REQUESTS: None Found

NONCURRENT REQUESTS: None Found

PENDING REQUESTS:
P MSDS#: 12514 Name: APPEARANCE FLOOR FINISH
Percent of Product: .11
Request for: PLANT WIDE Dept. .019 lbs. Component/month.
206.296 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
.09 lb.	.07 lb.	.02 lb.	.23 lb.

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 7664417 UN/NA:
Name: Ammonia (includes anhydrous ammonia and aqueous ammonia from water dissociable ammonium salts and other sources; 10 percent of total aqueous ammonia is reportable under this listing)
De minimis concentration, 1.0 percent.

CAS No.: 7664-93-9 Name: Sulfuric acid (acid aerosols including mists, vapors
CURRENT REQUESTS:
C MSDS#: 10505 Name: KODAK LIQUID DEVELOPER SYSTEM CLEANER
MSDS made current on 11/15/96
Percent of Product: 17
Request for: Art Room Dept. .235 lbs. Component/month.
16.588 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
1.41 lb.	.7 lb.	.23 lb.	2.82 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 4(d) SARA III, Section 313, (Form R), Regulatory List (EPA)
Chemical number: C 7664939 UN/NA:
Name: Sulfuric acid (acid aerosols including mists, vapors, gas, fog, and other airborne forms of any particle size)
De minimis concentration, 1.0 percent.

End of Report

18(b) Advisory List of Chemicals Containing Antimony (Sb)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(c) Advisory List of Chemicals Containing Arsenic (As)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(d) Advisory List of Chemicals Containing Barium (Ba)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(e) Advisory List of Chemicals Containing Beryllium (Be)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(f) Advisory List of Chemicals Containing Cadmium (Cd)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(g) Advisory List of Chemicals Containing Chromium (Cr)
Source List Regulatory/Usage Report (Detailed)
Plant #: 404 Insertco(1996) ========== 8/05/97

Pending, Current and Non-current Requests
Non-current dates from 1/01/96 to 12/31/96

CAS No.: 10588-01-9 Name: Chromic acid (H2Cr2O7), disodium salt
CURRENT REQUESTS:
C MSDS#: 10505 Name: KODAK LIQUID DEVELOPER SYSTEM CLEANER
MSDS made current on 11/15/96
Percent of Product: 18
Request for: Art Room Dept. .249 lbs. Component/month.
16.588 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
1.49 lb.	.75 lb.	.25 lb.	2.99 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 18(g) Advisory List of Chemicals Containing Chromium (Cr)
Chemical number: C 10588019 UN/NA:
Name: Chromic acid (H2Cr2O7), disodium salt

End of Report

18(h) Advisory List of Chemicals Containing Cobalt (Co)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(i) Advisory List of Chemicals Containing Copper (Cu)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(j) Advisory List of Chemicals Containing Cyanide (CN)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(k) Advisory List of Chemicals Containing Lead (Pb)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(1) Advisory List of Chemicals Containing Manganese (Mn)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(m) Advisory List of Chemicals Containing Mercury (Hg)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(n) Advisory List of Chemicals Containing Nickel (Ni)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(o) Advisory List of Chemicals Containing Selenium (Se)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(p) Advisory List of Chemicals Containing Silver (Ag)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(q) Advisory List of Chemicals Containing Thallium (Tl)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(r) Advisory List of Chemicals Containing Zinc (Zn)

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List of Chemicals Con

End of Report

18(s) Advisory List, Nicotine and Salts Category

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List, Nicotine and Sa

End of Report

18(t) Advisory List, Water Dissociable Nitrate Compounds Category

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List, Water Dissociab

End of Report

18(u) Advisory List, Polychlorinated Alkanes Category

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List, Polychlorinated

End of Report

18(v) Advisory List, Polycyclic Aromatic Compounds (PACs) Category

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List, Polycyclic Arom

End of Report

18(w) Advisory List, Strychnine and Salts Category

Plant #: 404 Insertco(1996) ========== 8/05/97

No MSDSs for Advisory List, Strychnine and

End of Report

18(x) Advisory List, Glycol Ethers Category
Source List Regulatory/Usage Report (Detailed)
Plant #: 404 Insertco(1996) ========== 8/05/97

Pending, Current and Non-current Requests
Non-current dates from 1/01/96 to 12/31/96

CAS No.: 111-76-2 Name: Ethanol, 2-butoxy-
CURRENT REQUESTS: None Found

NONCURRENT REQUESTS: None Found

PENDING REQUESTS:
P MSDS#: 12512 Name: FORMULA 939
Percent of Product: 5
Request for: PLANT WIDE Dept. .858 lbs. Component/month.
205.895 lbs. of Product used per Year
P MSDS#: 12516 Name: FULLSTRIP
Percent of Product: 7.5
Request for: PLANT WIDE Dept. 1.351 lbs. Component/month.
216.11 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
5.52 lb.	2.67 lb.	2.21 lb.	26.5 lb.

Notes: 18(x) Advisory List, Glycol Ethers Category
Chemical number: C 111762 UN/NA:
Name: Ethanol, 2-butoxy-

CAS No.: 111-77-3 Name: Ethanol, 2-(2-methoxyethoxy)-
CURRENT REQUESTS: None Found

NONCURRENT REQUESTS: None Found

PENDING REQUESTS:
P MSDS#: 12514 Name: APPEARANCE FLOOR FINISH
Percent of Product: 4.54
Request for: PLANT WIDE Dept. .78 lbs. Component/month.
206.296 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
3.9 lb.	2.73 lb.	.78 lb.	9.37 lb.

Notes: 18(x) Advisory List, Glycol Ethers Category
Chemical number: C 111773 UN/NA:
Name: Ethanol, 2-(2-methoxyethoxy)-

CAS No.: 111-90-0 Name: Ethanol, 2-(2-ethoxyethoxy)-
CURRENT REQUESTS:
C MSDS#: 11967 Name: COLORLINK DEVELOPER
MSDS made current on 11/21/96
Percent of Product: 1.6
Request for: Art Room Dept. .139 lbs. Component/month.
104.35 lbs. of Product used per Year

Max on Site	Average on Site	Amount Used/Month	Amount Used/Year
.42 lb.	.28 lb.	.14 lb.	1.67 lb.

NONCURRENT REQUESTS: None Found

PENDING REQUESTS: None Found

Notes: 18(x) Advisory List, Glycol Ethers Category
Chemical number: C 111900 UN/NA:
Name: Ethanol, 2-(2-ethoxyethoxy)-

End of Report

File: Insert Co — Sanitary Sewer

Estado Libre Asociado de Puerto Rico
AUTORIDAD DE ACUEDUCTOS Y ALCANTARILLADOS
Apartado 7066 - Estación Barrio Obrero
Santurce, Puerto Rico 00916

14 de noviembre de 1995

Sr. Oscar Díaz
Vicepresidente
NJP-INSERTCO
P.O. Box 377
San Germán, PR 00683-0377

Estimado señor Díaz:

ASUNTO: AUTORIZACION DE USO - AUA-95-DI-0202
NJP-INSERTCO

Recientemente personal técnico del ***Area de Pretratamiento*** de la ***Autoridad de Acueductos y Alcantarillados***, visitó las facilidades de la industria en asunto localizada en ***SAN GERMAN.*** Luego de evaluar la información recopilada hemos determinado que esta industria, al presente, no requiere permiso de descarga con límites de efluentes y muestreo.

La industria ***INSERTCO*** ha sido adquirida por nuevos dueños. Al presente es conocida como ***NJP-INSERTCO.***

Le informamos que el industrial debe cumplir con el Artículo 5.0[7] I del Reglamento sobre los Servicios de Agua y Alcantarillado de[l] Autoridad. No obstante, es necesario que su descarga se[a] autorizada debidamente por nuestra agencia. Por lo tanto, vien[e] obligado a cumplir con los terminos y condiciones de l[a] Autorización de Uso de las Facilidades de Alcantarillados par[a] Usuarios Comerciales e Industriales vigente. Se le está incluyend[o] un documento de transferencia, el cual deberá devolver firmad[o] dentro los próximos diez días calendario a partir del recibo d[e] esta comunicación.

Su descarga a nuestro sistema se considerará ilegal si no recibimo[s] este documento en el plazo establecido.

Le recordamos que es indispensable que nos notifique cualquie[r] modificación en la industria que pudiese afectar la calidad de l[a] descarga a nuestro sistema, a fines de evaluar si amerita u[n] permiso de descarga. El ***Area de Pretratamiento*** realizar[á] visitas periódicas para velar que se esté cumpliendo con l[o] requerido por la reglamentación vigente.

360
POTW - Permit Application & Correspondence
Current/Pending

De surgir alguna duda puede comunicarse con el Ing. Rafael Fraticelli Ruiz al 756-2059.

Cordialmente,

Miguel A. Santiago Matos, Jefe
División I, Area de Pretratamiento

VV/MASM/mdd

Anexo

AUTORIZACION DE USO DE FACILIDADES DE ALCANTARILLADOS DE LA AUTORIDAD DE ACUEDUCTOS Y ALCANTARILLADOS PARA USUARIOS COMERCIALES E INDUSTRIALES AUA-95-DI-0202

NJP-INSERTCO (usuario representado por el ***Sr. Oscar Díaz***
Compañía Nombre Representante Autorizado

en su carácter de ***Vicepresidente*** solicita autorización para
Posición

descargar aguas residuales en las facilidades de alcantarillados de la Autoridad de Acueductos y Alcantarillados de Puerto Rico (La Autoridad) y se compromete a cumplir con las siguientes condiciones:

I. ***CONDICIONES GENERALES***

1. Cumplir con el Reglamento de la Autoridad de Acueductos y Alcantarillados sobre los Servicios de Agua y Alcantarillado (el Reglamento), según sea y pueda ser enmendado.
2. Someter una solicitud de Permiso de Descarga de Aguas Residuales, cuando sea requerido por la Autoridad.
3. Realizar muestreos y análisis de las descargas residuales y someterlos a la Autoridad cuando sean requeridos.
4. Instalar, operar y dar mantenimiento adecuado a un sistema separador o retenedor para el recogido y remoción de manteca, grasas, aceite y/o materiales sedimentables, tales como arena u otras sustancias que puedan obstruir el sistema de alcantarillado. Esta condición es aplicable a puestos de gasolina, restaurantes, hospitales, supermercados, talleres,

negocios o industrias que produzcan las sustancias aquí señaladas y no posean ya un sistema de pretratamiento.

5. Este sistema separador ó retenedor deberá limpiarse con la frecuencia adecuada para su buen funcionamiento, los desperdicios de su limpieza no podrán descargarse en el sistema de alcantarillados y se dispondrá de estos según provisto por las leyes correspondientes.

6. El usuario no podrá descargar ni permitir descargar contaminantes, sustancias o aguas residuales prohibidas por el Reglamento de la Autoridad de Acueductos y Alcantarillados y/o por la reglamentación federal aplicable.

7. El usuario no podrá descargar en las líneas de alcantarillados de la Autoridad, un volumen mayor al autorizado por el Departamento de Servicios Técnicos de Ingeniería y el Programa de Pretratamiento. También deberá notificar expresamente y por escrito el Programa de Pretratamiento de la Autoridad cualquier cambio planificado que pueda ocasionar una descarga en exceso del límite autorizado.

8. En caso de incumplimiento o violación del usuario con cualesquiera de las condiciones o de esta Autorización y/o el Reglamento de la Autoridad, ésta a su discreción, podrá notificar la resolución de la presente Autorización y/o imponerle al usuario multas administrativas de hasta cinco mil dólares ($5,000.00) por violación, sin necesidad de más prueba que la existencia del incumplimiento o violación. Además, la Autoridad podrá recuperar del usuario todos los costos operacionales, de mantenimiento, de capital y otros que en este momento o al momento de ocurrir una violación o incumplimiento, si ocurriese, no podrían ser determinados con exactitud.
9. En caso de resolución de la presente Autorización, la Autoridad podrá suspender o desconectar el servicio de alcantarillado con tan sólo notificar al usuario con quince (15) días de anticipación.
10. La Autoridad brindará un servicio al usuario según dispongan las leyes y reglamentos vigentes.
11. El usuario suscribiente se somete a la jurisdicción primaria de la Autoridad y conviene en agotar los remedios y procedimientos administrativos en casos de conflicto con la presente Autorización y Acuerdo.

12. Este documento constituye el acuerdo entre las partes, el cual entrará en vigor a partir de la fecha de aprobación y estará vigente mientras se cumpla con las condiciones aquí establecidas.

II. ***CONDICIONES ESPECIALES***

1. El usuario mantendrá cero descarga residual del proceso al sistema de alcantarillado doméstico. No podrá descargar aguas residuales de proceso sin previa solicitud por escrito y sin la debida autorización de la Autoridad. La solicitud deberá incluir análisis químico de los parámetros establecidos en el Artículo 5.02-C (Limitaciones de Descarga) del Reglamento sobre los servicios de agua y de alcantarillado y de cualquier parámetro adicional que la Autoridad le solicite. Además debéra incíuir el origen de las aguas residuales y el volumen a ser descargado.
2. El usuario debe mantener récord de disposición de las aguas residuales que incluya fecha, volumen método de disposición y disposición final.
3. El usuario no podrá descargar cienos generados de su proceso o tratamiento de aguas residuales en el sistema de alcantarillado sanitario.

4. El usuario notificará al Area de Pretratamiento con 120 días previos a cualquier cambio en el proceso que modifique las características de las aguas residuales y de cienos que sean un potencial de descarga.
5. El usuario debe notificar por escrito y certificado cada tres meses que no ha descargado aguas residuales de proceso.
6. De someter información falsa, el usuario estará sujeto a una investigación criminal, acción jurídica, penalidades y deconección al sistema de alcantarillado.
7. El usuario le permitirá a la Autoridad visitas de inspección a sus facilidades para asegurar el cumplimiento con la condición de cero decarga.
8. El usuario debe cumplir con la Reglamentación de RCRA en el manejo y disposición de materiales peligrosos.
9. El usuario debe proveer un punto de muestreo representado y accesible con un diametro igual o mayor de seis pulgadas, sin angulos ni curvaturas que bloqueen la línea de acceso a la descarga o caudal.

Nombre del Usuario: ***NJP-INSERTCO***

Dirección Física : ***INDUSTRIAL PARK EL RETIRO***
CARR. 102, KM. 2.2
SAN GERMAN, PR

Dirección Postal : ***P.O. Box 377***
SAN GERMAN, PR 00683-0377

Teléfono : ***892-4586***

Sr. Oscar Díaz _____
Nombre Representante Autorizado — Firma

Vicepresidente — 26 de noviembre de 1995
Posición — Fecha

Aprobado por: ***Martha Rivera Rosa, MEH*** _____
Nombre — Firma

Directora,
Area de Pretratamiento _____
Titulo o/ Posición — Fecha

Sr. Valentín Vázquez
Técnico a Cargo

NJP INSERTCO
A SUBSIDIARY OF
MENASHA CORPORATION

Box 377
Carr 102 km 33.2
Industrial Park El Retiro
San Germán, P.R. 00683
Tel. (787) 892-1268
Fax (787) 892-4112

Purchase Order Number: 7173

Purchase Order Date: 4/25/97

Page: 1

To:
BFI
P. O. BOX 7104
PONCE, P. R. 00732

Ship To:
NJP INSERTCO
ROAD 102, KM. 33.2
SAN GERMAN, P.R. 00683

Ship Via : YOUR DELIVERY
Receive By : SEE BELOW
Terms : NET 30
F.O.B. :

Confirm To :
Buyer : BETZAIDA MORA
Phone :
Vendor :

Item ID	Description	Unit	Quantity	Unit Price	Total Price
	OPEN ORDER FOR THE COLLLECTION OF SOLID AND LIQUID WASTE AS REQUIRED				
	A. TRANSPORTATION TO PONCE LANDFILL				
	40' VAN	LOAD			300.00
	VACUUM TRUCK 40' VAN	LOAD			400.00
	F6 TRUCK	LOAD			225.00
	B. DISPOSAL				
	INK WITH WATER	DRUM			65.00
	ABSORBENT MATERIAL, ETC	YARD			50.00
	INK WITH WATER IN BULK	GAL.			.35
	C. ONE CUBIC YARD BAGS	EACH			30.00

PURCHASE ORDER

Our purchase order number and our tax exempt number must appear on all invoices and packages.
Acknowledge if unable to ship on time. Tax exempt number: 82-26-105 MO 2717

Subtotal:
Total:

FORM 19-A-1

ANNUAL RENEWAL PROCESS KNOWLEDGE CERTIFICATION

Generator hereby certifies that the process generating the waste identified by BFI Waste Code PR / 233 / 971025/237364 as described in the BFI Waste Characterization Data form (WCD) number AB43328 remains identical to what it was at the time the waste was originally characterized and everything in the WCD, including any and all change forms, remains the same. If the Generator's process changes in the future, it will notify BFI prior to shipping any waste from such changed process and will not ship any such waste until all necessary analytical data or other documentation is submitted to BFI for review and BFI approves the waste for management.

7/28/97	Nilsa La Court	Nilsa LaCourt	Human Res. Manager
Date	Print Name	Signature	Title

(787) 892-1268 (787) 892-4112
Telephone Fax

To be signed by Generator's Authorized Representative who has responsibility for the process and/or waste.

Cert. I: 9/95

Waste Description: Asbestos Lab. Cl
Generator : NSP Isabela

Recycled paper

BFI Waste Systems™

BROWNING-FERRIS INDUSTRIES

BFI of Ponce, Inc.

Date: 06-06-97

NJP Inserted
P.O. Box 377,
San Germán, PR 00683-
00377

RE: Waste Recertification (One Year)
Waste Code: PR/233/ 971025 / 237364
Waste Desc. absorbents, Lubricant oil

Dear: Ricardo Santana

Your waste approval will be due on 10/25/97. To update your waste, please sign the enclosed document and return as soon as possible.

Once the approval code is due, service will not be provided until waste stream is updated.

Updated charge is $100.00 per waste. Please provide the purchase order number in the space below in this letter and return with your waste document.

PO #: 7400

Name: Betraida Mora

Title: Buyer

If you have any question or doubt contact us.

Cordially,

BFI OF PONCE, INC.

R. M. West

Rosa M. West
Approval Coordinator

cf: Account Executive

meds

BARAMAYA AVENUE BO. LA COTORRA (00731) • P. O. BOX 7104 • PONCE, PUERTO RICO 00732
(787) 841-7775 • FAX: (787) 841-7772 · LANDFILL OPERATIONS DIVISION / (787) 841-1078 · SPECIAL WASTE DIVISION

Corporate Waste
Approval Group
Browning-Ferris Industries

WASTE APPROVAL FORM

Date	: 11/08/96
BFI Location	: Ponce Landfill
BFI Initiator	: Pagan, Maria
Generator	: NJP Insertco
Generator Location	: San German, PR
WCD Number	: AB43327
BFI Number	: 237363

WASTE DESCRIPTION: Oil, Lubricant

SAFETY PRECAUTIONS: Avoid Skin and Eye Contact.

RECOMMENDED MANAGEMENT: Solidification and Burial

Facility... Ponce Landfill

COMMENTS:

WCD updated October 31, 1996.

All wastes containing free liquids must be solidified before disposal. Liquid waste is defined as any waste material determined to contain free liquids defined by Method 9095 "Paint Filter Liquids Test".

THIS WASTE STREAM WILL REQUIRE ANNUAL RECERTIFICATIONS AND A COMPREHENSIVE EVALUATION (TCLP METALS, BENZENE, TOX) IN OCTOBER OF THE YEAR 1997.

The above is a recommendation of BFI. It must be understood that management of the waste for treatment and/or disposal at the designated facility must be in compliance with the facility's permit and applicable federal, state, and local regulations. The waste is based upon a review of the information provided by the generator and is contingent upon the receipt at the treatment and/or disposal facility of a waste material essentially equivalent in chemical composition and physical properties to that as defined above.

This waste stream has been assigned BFI Waste Code: PR/233/971025/237363

Lisa Reaves

Lisa Reaves
Technical Representative

Corporate Waste Approval Group
Browning-Ferris Industries

WASTE APPROVAL FORM

Date	: 11/08/96
BFI Location	: Ponce Landfill
BFI Initiator	: Pagan, Maria
Generator	: NJP Insertco
Generator Location	: San German, PR
WCD Number	: AB43328
BFI Number	: 237364

WASTE DESCRIPTION: Absorbents, Lubricating Oil Used

SAFETY PRECAUTIONS: Avoid Skin and Eye Contact.

RECOMMENDED MANAGEMENT: Direct Burial

Facility... Ponce Landfill

COMMENTS:

WCD updated October 31, 1996.

All wastes containing free liquids must be solidified before disposal. Liquid waste is defined as any waste material determined to contain free liquids defined by Method 9095 "Paint Filter Liquids Test".

THIS WASTE STREAM WILL REQUIRE ANNUAL RECERTIFICATIONS AND A COMPREHENSIVE EVALUATION (TCLP METALS AND BENZENE DATA) IN OCTOBER OF THE YEAR 1997.

The above is a recommendation of BFI. It must be understood that management of the waste for treatment and/or disposal at the designated facility must be in compliance with the facility's permit and applicable federal, state, and local regulations. The waste is based upon a review of the information provided by the generator and is contingent upon the receipt at the treatment and/or disposal facility of a waste material essentially equivalent in chemical composition and physical properties to that as defined above.

This waste stream has been assigned BFI Waste Code: PR/233/971025/237364

Lisa Reaves

Lisa Reaves
Technical Representative

BFI Waste Systems™
BROWNING-FERRIS INDUSTRIES

WCD No. AB 42321

PR 233 1 9 025/237363
BFI WASTE CODE

WASTE APPROVAL REQUEST

BFI to complete this area.
BFI Initiator: Maria Pagan
Location: Ponce
Company Number: 233
Telephone: (809) 841-7775
Fax: (809) 841-4078
Date: 10/19/95

Action Requested: ☒ New Waste Approval
☐ Up-Date Approval - Previous Number: _____
Disposal Site Requested: Ponce
Company Number: 233
Management Method Requested: ☒ Landfill ☐ Hauling
☐ Other _____

WASTE CHARACTERIZATION DATA SPECIAL WASTE

IMPORTANT: THIS FORM IS TO BE COMPLETED BY A REPRESENTATIVE OF THE WASTE GENERATOR. PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM. THIS FORM IS TO BE USED ONLY ONE TIME, AND MUST BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK, AND SIGNED.

1. GENERATOR INFORMATION

a) Generator's Name: NJP Insertco
b) Generating Facility's Address: Ind. Park El Rotiro
City: San German State: PR Zip: 00683
c) Generator's Representative: Eng. Ricardo Santana
Title: Plant Env. Coord.
Telephone: (809) 892-1268
Fax: (809) 892-4112
d) Emergency/Information Contact: same
Title: same
Telephone: ( ) same

e) State/Provincial/Local Registration No.: _____
Generator's EPA Id. No.: _____
Industry Description/SIC Code: _____
f) Customer's Name: NJP Insertco
g) Customer's Mailing Address: POBox 377
City: San German State: PR Zip: 00683-03
h) Representative: Eng. Ricardo Santana
Telephone: (809) 892-1268
Fax: (809) 892-4112

2. GENERAL WASTE STREAM INFORMATION

a) Name/Description of The Waste: Used oil (Turbole 68)
b) Process Generating Waste: Machine Maintenance

c) Is this a treatment residue of a waste which was previously a restricted hazardous waste? ☐ Yes ☒ No
If yes, describe the waste and the process generating the waste prior to treatment. _____
d) Is this a "Hazardous Waste" as defined by State, Provincial, or local Regulations? ☐ Yes ☒ No
If yes, enter the Waste Identification Number if one has been assigned: _____
e) Is this a "Special Waste", an "Industrial Process Waste", or a "Pollution Control Waste" as defined by State, Provincial, or local Regulations?
☐ Yes ☒ No If yes, enter Waste Identification Number: _____
f) Recommended personal protection equipment and special handling procedures: Gloves
g) Anticipated Volume: 4 drums (55 gals) ☐ Cubic Yards ☐ Tons ☐ Gallons ☐ Cubic Meters ☐ Tonnes(metric)
Other _____ Per: ☒ Year ☐ Month ☐ Week ☐ Day ☐ One Time ☐ Other _____
To be transported in: ☐ Bulk ☒ Drums (type/size) _____ ☐ Other _____
h) Is a representative sample included? ☐ Yes ☒ No

3. WASTE PROPERTIES AT 72°F

a) Physical State:
☐ Solid ☐ Semi-solid
☐ Powder ☒ Liquid
☐ Combination

b) Layers:
☒ Single-layered ☐ Bi-layered ☐ Multi-layered

c) Colors(s):
Describe Dark Brown

d) Odor:
Describe _____
☐ None ☒ Mild ☐ Strong

e) Density Range: _____ to _____
☒ N/D ☐ lbs/gal. ☐ g./cc.
☐ lbs./yd.^{3} ☐ Kg/m^3 ☐ Other

f) Flash Point, °F:
☐ ≤ 72 ☐ 73-100 ☐ 101-140
☐ 141-200 ☐ ≥ 201 ☐ N/A ☒ N/D

g) pH
☐ < 2 ☐ 2.1 - 5.0 ☐ 5.1 - 9.0
☐ 9.1 - 12.4 ☐ ≥ 12.5 ☐ N/A ☒ N/D

PR 1533 19971025/23763

BFI WASTE CODE

4. REACTIVITY	5. THIS WASTE CONTAINS	6. SPECIAL WASTE COMPOSITION
Note if the waste exhibits any of the following reactive properties: ☐ Water Reactive ☒ Acid Reactive ☐ Alkaline Reactive ☐ Oxidizer ☐ Autopolymerizable ☐ Pyrophoric ☐ Explosive ☐ Thermally Sensitive ☐ Shock Sensitive ☒ None of the above	Note if the waste contains any of the following: If any are checked "Yes", specify type (if applicable) and include its concentration as part of the waste composition, Section 6. ☐ Free Liquids ☐ Free Cyanide ☐ Free Sulfide ☐ Free Ammonia ☐ Dioxins ☐ Organic Solvents ☐ Virgin Oils ☒ Used Oils ☐ OSHA Substances ☐ Etiological Agents ☐ Pathogens ☐ Biological Materials ☐ Radioactive Materials ☐ PCBs not regulated by TSCA 40 CFR 761 ☐ None of the Above Lubricant Oil	Concentration ranges are suggested and units must be identified in percentages (%) and/or parts per million (ppm). Attach additional pages if necessary. Components / Range Min. / Max. Lubricant Oil 100%

7. TRANSPORTATION INFORMATION

If the waste is a DOT Hazardous Material, complete the following: N/A
Proper USDOT Shipping Name: _____
USDOT Hazard Class: _____ UN or NA Number: _____ CERCLA Reportable Quantity: _____

8. SUPPLEMENTAL INFORMATION

☐ None ☐ MSD Sheets ☒ Analytical Data ☒ Chain of Custody ☐ Memo/Letter ☐ Waste Composition
☐ Other - describe: _____ No. of Pages: _____

9. GENERATOR'S CERTIFICATION

I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine, that no deliberate or willful omissions of composition or properties exist, that all known or suspected hazards have been disclosed, and that the waste is not a regulated hazardous waste by the USEPA, by an applicable State or Provincial authority, or by any applicable local authority, and does not contain PCBs regulated by TSCA (i.e., 40 CFR 761) or any Provincial authority.

GENERATOR'S AUTHORIZED SIGNATORY as identified in Section 1 (c):

DATE	PRINT NAME	SIGNATURE	TITLE
10/19/95 / 10/31/95	Ricardo Santana	Santana	Plant Env. Coord.

REPRESENTATIVE SAMPLE CERTIFICATION

This Section is to be completed by the person obtaining the sample of the above described waste.

I certify that the sample for which analytical data was provided on the waste described above is representative of that waste and was collected and preserved in a manner consistent with accepted technical standards.

Lab sample assigned to: EC6 Lab / Beckton (peel off label)
Collector's Name: J. Orsini / L. Rivera
Signature: Santana / Santana
Company: Inserteo NJP
Title: Samplers
Telephone Number: (805) 755-0101 / 841-7323
Date Collected: 7/28/95 / 8/25/95

Generator's Name: _____
Waste Description: _____
Date Collected: _____
WCD No. AB

BROWNING-FERRIS INDUSTRIES

WCD NO. AZ 36588

/ / 123736
BFI WASTE CODE

WASTE APPROVAL REQUEST

BFI to complete this area.

BFI Initiator: _____
Location: _____
Company Number: _____
Telephone: ( ) _____
Fax: ( ) _____
Date: _____

Action Requested: ☐ New Waste Approval
☒ Up-Date Approval - Previous Number: 237362
Disposal Site Requested: _____
Company Number: _____
Management Method Requested: ☐ Landfill ☐ Hauling
☐ Other: _____

WASTE CHARACTERIZATION DATA
SPECIAL WASTE

IMPORTANT: INFORMATION FOR PHYSICAL COMPLETION OF THIS FORM MUST BE OBTAINED FROM AN AUTHORIZED REPRESENTATIVE OF THE WASTE GENERATOR. PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM. THIS FORM IS TO BE USED ONLY ONE TIME, AND MUST BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK, AND SIGNED.

1. GENERATOR INFORMATION

a) Generator's Name: NJP Inserters
b) Generating Facility's Address: Carr. 102 Km. 33.2
City: San Germán State: PR Zip: 00683
c) Generator's Representative: Nilsa La Court
Title: Human Resources Manager
Telephone: (787) 892-1268
Fax: (787) 892-4112
d) Emergency/Information Contact: Same
Title: Same
Telephone: ( ) Same

e) State/Provincial/Local Registration No:: _____
Generator's EPA Id. No.: _____
Industry Description/SIC Code: _____

Billing Information
f) Customer's Name: NJP Inserters
g) Customer's Mailing Address: Po Box 377
City: San Germán State: PR Zip: 00683
h) Billing Contact: Nilsa La Court
Telephone: (787) 892-1268
Fax: (787) 892-4112

2. GENERAL WASTE STREAM INFORMATION

a) Name/Description of the Waste: used oil (Turbotec 68)

b) Process Generating the Waste: Machine Maintenance

c) Is this waste a characteristically hazardous waste as per 40 CFR 261.21-24? ☐ Yes ☒ No ☐ N/D
d) Is this waste an F,K,P, or U listed hazardous waste as per 40 CFR 261.32-33? ☐ Yes ☒ No ☐ N/D
e) Is this waste a treatment residue of a waste which was previously a characteristically hazardous waste? ☐ Yes ☒ No ☐ N/D
If yes, describe the waste, applicable code(s), and the process generating the waste prior to treatment. _____

f) Is this a "Hazardous Waste" as defined by State, Provincial, or Local Regulations? ☐ Yes ☒ No ☐ N/D
If yes, enter the Waste Identification Number if one has been assigned: _____
g) Recommended personal protection equipment and special handling procedures: Gloves

/ / /
BFI WASTE CODE

3. WASTE PROPERTIES AT 72°F

a) Physical State: ☐ Solid ☐ Semi-solid ☐ Powder ☒ Free Liquid ☐ Combination

b) Reactivity: ☐ Water Reactive ☐ Acid Reactive ☐ Alkaline Reactive ☐ Oxidizer ☐ Autopolymerizable
☐ Pyrophoric ☐ Explosive ☐ Thermally Sensitive ☐ Shock Sensitive ☒ None of the above

c) Flash Point, °F:
☐ ≤ 72 ☐ 73-100 ☐ 101-140 ☐ 141-200 ☐ ≥ 201 ☐ N/A ☒ N/D

d) pH:
☐ ≤ 2 ☐ 2.1 - 5.0 ☐ 5.1 - 9.0 ☐ 9.1 - 12.4 ☐ ≥12.5 ☐ N/A ☒ N/D

e) Odor - describe _____
☐ None ☒ Mild ☐ Strong

4. WASTE COMPOSITION

Please provide a breakdown of the waste stream based upon generator knowledge of the waste and the process(s) generating the waste stream.

Does this waste contain any of the following:	Components/Contaminants	Range (%)
☐ Free Cyanide		
☐ Free Sulfide		
☐ Organic Solvents		
☐ OSHA Substances		
☐ Radioactive Materials		
☐ Virgin Oils		
☒ Used Oils	Lubricant Oil	100 %
☐ Etiological Agents		
☐ PCB'S not regulated by TSCA 40 CFR 761		
☐ None of the Above		
If any of the above are marked, please specify in waste breakdown at right		

5. TRANSPORTATION INFORMATION

If the waste is a DOT Hazardous Material, complete the following:

Proper USDOT Shipping Name: N/A

USDOT Hazard Class: _____ UN or NA Number: _____ CERCLA Reportable Quantity: _____

6. GENERATOR'S CERTIFICATION

I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine, that no deliberate or willful omissions of composition or properties exist, that all known or suspected hazards have been disclosed, analytical results submitted are accurate and representative of the waste (per SW846), and that the waste is not a regulated hazardous waste by the USEPA, by an applicable State or Provincial authority, or by any applicable local authority, and does not contain PCBs regulated by TSCA (i.e., 40 CFR 761) or any Provincial authority.

GENERATOR'S AUTHORIZED SIGNATORY:

DATE: 7/28/97

PRINT NAME: Nilsa La Court SIGNATURE: Nilsa La Court TITLE: Human Res Manager

TELEPHONE: (787) 892-1268 FAX: (787) 892-4112

ANNUAL RENEWAL PROCESS KNOWLEDGE CERTIFICATION

Generator hereby certifies that the process generating the waste identified by BFI Waste Code PR / 233 / 971025/23736 as described in the BFI Waste Characterization Data form (WCD) number AB43327 remains identical to what it was at the time the waste was originally characterized and everything in the WCD, including any and all change forms, remains the same. If the Generator's process changes in the future, it will notify BFI prior to shipping any waste from such changed process and will not ship any such waste until all necessary analytical data or other documentation is submitted to BFI for review and BFI approves the waste for management.

7/28/97	Nilsa La Court	Nilsa La Court	Human Resources Manager
Date	Print Name	Signature	Title

(787) 892-1268 (787) 892-4112

Telephone Fax

To be signed by Generator's Authorized Representative who has responsibility for the process and/or waste.

Cert. I: 9/95

Waste Description: Used oil lubricant

Generator : NSP Aguadilla

Recycled paper

BFI Waste Systems™

BROWNING-FERRIS INDUSTRIES

BFI of Ponce, Inc.

Date: 06-06-97

NJP Inserted
P.O. Box 377
San German, P.R. 00683-0377

RE: Waste Recertification (One Year)
Waste Code: PR/233/971025 / 237363
Waste Desc. oil Lubricant
(turbate 68)

Dear: Ricardo Santana

Your waste approval will be due on 10/25/97. To update your waste, please sign the enclosed document and return as soon as possible.

Once the approval code is due, service will not be provided until waste stream is updated.

Updated charge is $100.00 per waste. Please provide the purchase order number in the space below in this letter and return with your waste document.

PO #: 7400

Name: Betzaida Mora

Title: Buyer

If you have any question or doubt contact us.

Cordially,

BFI OF PONCE, INC.

R. M. West

Rosa M. West
Approval Coordinator

cf: Account Executive

meds

BARAMAYA AVENUE BO. LA COTORRA (00731) • P. O. BOX 7104 • PONCE, PUERTO RICO 00732
(787) 841-7775 • FAX: (787) 841-7772 - LANDFILL OPERATIONS DIVISION / (787) 841-1078 - SPECIAL WASTE DIVISION

OWNING-FERRIS INDUSTRIES

WCD NO. AZ 36589

/ / 123764

BFI WASTE CODE

WASTE APPROVAL REQUEST

BFI to complete this area.

BFI Initiator: _____

Location: _____

Company Number: _____

Telephone: ( ) _____

Fax: ( ) _____

Date: _____

Action Requested: ☐ New Waste Approval

☒ Up-Date Approval - Previous Number: 237368

Disposal Site Requested: _____

Company Number: _____

Management Method Requested: ☐ Landfill ☐ Hauling

☐ Other: _____

WASTE CHARACTERIZATION DATA
SPECIAL WASTE

IMPORTANT: INFORMATION FOR PHYSICAL COMPLETION OF THIS FORM MUST BE OBTAINED FROM AN AUTHORIZED REPRESENTATIVE OF THE WASTE GENERATOR. PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM. THIS FORM IS TO BE USED ONLY ONE TIME, AND MUST BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK, AND SIGNED.

1. GENERATOR INFORMATION

a) Generator's Name: NSP Inserteo

b) Generating Facility's Address: Carr. 102 Km. 33.2

City: San German State: PR Zip: 00683

c) Generator's Representative: Nilsa La Court

Title: Human Resources Manager

Telephone: (787) 892-1268

Fax: (787) 892-4112

d) Emergency/Information Contact: _____

Title: _____

Telephone: ( ) _____

e) State/Provincial/Local Registration No.: _____

Generator's EPA Id. No.: _____

Industry Description/SIC Code: _____

Billing Information

f) Customer's Name: NSP Inserteo

g) Customer's Mailing Address: P.O. Box 377

City: San German State: PR Zip: 00683

h) Billing Contact: Nilsa La Court

Telephone: (787) 892-1268

Fax: (787) 892-4112

2. GENERAL WASTE STREAM INFORMATION

a) Name/Description of the Waste: absorbents, lubricant oil used

b) Process Generating the Waste: Machine Leakage

c) Is this waste a characteristically hazardous waste as per 40 CFR 261.21-24? ☐ Yes ☒ No ☐ N/D

d) Is this waste an F,K,P, or U listed hazardous waste as per 40 CFR 261.32-33? ☐ Yes ☒ No ☐ N/D

e) Is this waste a treatment residue of a waste which was previously a characteristically hazardous waste? ☐ Yes ☒ No ☐ N/D

If yes, describe the waste, applicable code(s), and the process generating the waste prior to treatment. _____

f) Is this a "Hazardous Waste" as defined by State, Provincial, or Local Regulations? ☐ Yes ☒ No ☐ N/D

If yes, enter the Waste Identification Number if one has been assigned: _____

g) Recommended personal protection equipment and special handling procedures: Gloves

AR 1 — BFI WASTE CODE

233 / 97/0.25 / 123736

3. WASTE PROPERTIES AT 72°F

a) Physical State: ☐ Solid ☐ Semi-solid ☐ Powder ☐ Free Liquid ☒ Combination

b) Reactivity: ☐ Water Reactive ☐ Acid Reactive ☐ Alkaline Reactive ☐ Oxidizer ☐ Autopolymerizable
☐ Pyrophoric ☐ Explosive ☐ Thermally Sensitive ☐ Shock Sensitive ☒ None of the above

c) Flash Point, °F:
☐ ≤ 72 ☐ 73-100 ☐ 101-140 ☐ 141-200 ☐ ≥ 201 ☐ N/A ☒ N/D

d) pH:
☐ ≤ 2 ☐ 2.1 - 5.0 ☐ 5.1 - 9.0 ☐ 9.1 - 12.4 ☐ ≥12.5 ☐ N/A ☒ N/D

e) Odor - describe _____
☐ None ☒ Mild ☐ Strong

4. WASTE COMPOSITION

Please provide a breakdown of the waste stream based upon generator knowledge of the waste and the process(s) generating the waste stream.

Does this waste contain any of the following:	Components/Contaminants	Range (%)
☐ Free Cyanide		
☐ Free Sulfide		
☐ Organic Solvents		
☐ OSHA Substances		
☐ Radioactive Materials		
☐ Virgin Oils		
☒ Used Oils	Lubricant Oil (Used)	10 %
☐ Etiological Agents	Absorbent Material	45 %
☐ PCB'S not regulated by TSCA 40 CFR 761	Booms	45 %
None of the Above		

If any of the above are marked, please specify in waste breakdown at right

5. TRANSPORTATION INFORMATION

If the waste is a DOT Hazardous Material, complete the following:

Proper USDOT Shipping Name: N/A

USDOT Hazard Class: _____ UN or NA Number: _____ CERCLA Reportable Quantity: _____

6. GENERATOR'S CERTIFICATION

I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine, that no deliberate or willful omissions of composition or properties exist, that all known or suspected hazards have been disclosed, analytical results submitted are accurate and representative of the waste (per SW846), and that the waste is not a regulated hazardous waste by the USEPA, by an applicable State or Provincial authority, or by any applicable local authority, and does not contain PCBs regulated by TSCA (i.e., 40 CFR 761) or any Provincial authority.

GENERATOR'S AUTHORIZED SIGNATORY:

DATE: 7/28/97

PRINT NAME: Nilsa La Court SIGNATURE: Nilsa La Court TITLE: Human Res Manager

TELEPHONE: (787) 892-1268 FAX: (787) 892-4112

NJP INSERTCO
A SUBSIDIARY OF
MENASHA CORPORATION

September 15, 1997

Storm Water Notice of Intent
401 M. Street, S.W.
Room 2104 Northeast Mall
Washington, DC 20460

Dear Sirs:

Enclosed are two Storm Water Notice of Intent for our two operating facilities located at Industrial Park El Retiro, San Germán, Puerto Rico.

These are being submitted in order to extend our Baseline Industrial General Permit until EPA finalizes the modifications to the MSGP.

If additional information is required, please contact me by phone or fax me at any time for the numbers listed below.

Cordially,

Nilsa LaCourt
Human Resources Manager &
Environmental Coordinator

Box 377
San Germán PR 00683

Phone (787) 892-1268
Fax (787) 892-4112

THIS F[illegible] REPLACES PREVIOUS FORM 3510-6 (F[illegible] Form Approved OMB No. 2040-0044
See Reverse for Instructions Approval expires: 8-31-98

NPDES FORM

United States Environmental Protection Agency
Washington, DC 20460

Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity Under a NPDES General Permit

bmission of this Notice of Intent constitutes notice that the party identified in Section II of this form intends to be authorized by a NPDES permit issued for .orm water discharges associated with industrial activity in the State identified in Section III of this form. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit. ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.

I. Permit Selection: You must indicate the NPDES Storm Water general permit under which you are applying for coverage. Check one of these.

Baseline Industrial	Baseline Construction	Multi-Sector (Group Permit)
X		

II. Facility Operator Information

Name: MENASHA CORPORATION Phone: 800 236 3666

Address: 1649 BERGSTROM ROAD P O BOX 367 Status of Owner/Operator: P

City: NENAH State: WI ZIP Code: 54957-0367

III. Facility/Site Location Information

Name: NJPI NSERTCO S-0551-0-54

Is the facility located on Indian Lands? (Y or N): N

Address: INDUSTRIAL PARK EL RETIRO BOX 377

City: SAN GERMAN State: PR ZIP Code: 00683-0377

Latitude: 67200 Longitude: 18430 Quarter: Section: Township: Range:

IV. Site Activity Information

MS4 Operator Name: SAN GERMAN

Receiving Water Body: ESTERO RIVER

If you are filing as a ~~new permittee~~ existing permittee, enter storm water general permit number: PPR00A463

SIC or Designated Activity Code: Primary: 2731 2nd:

Is the facility required to submit monitoring data? (1, 2, 3, or 4): 1

If You Have Another Existing NPDES Permit, Enter Permit Number: PRR00A469

Multi-Sector Permit Applicants Only:

Based on the instructions provided in Addendum H of the Multi-Sector permit, are species identified in Addendum H in proximity to the storm water discharges to be covered under this permit, or the areas of BMP construction to control those storm water discharges? (Y or N):

Will construction (land disturbing activities) be conducted for storm water controls? (Y or N):

Is applicant subject to and in compliance with a written historic preservation agreement? (Y or N):

V. Additional Information Required for Construction Activities Only

Project Start Date: Completion Date: Estimated Area to be Disturbed (in Acres):

Is the Storm Water Pollution Prevention Plan in compliance with State and/or Local sediment and erosion plans? (Y or N):

VI. Certification: The certification statement in Box 1 applies to all applicants. The certification statement in Box 2 applies only to facilities applying for the Multi-Sector storm water general permit.

BOX 1

ALL APPLICANTS:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BOX 2

MULTI-SECTOR STORM WATER GENERAL PERMIT APPLICANTS ONLY:

I certify under penalty of law that I have read and understand the Part I.B. eligibility requirements for coverage under the Multi-Sector storm water general permit, including those requirements relating to the protection of species identified in Addendum H.

To the best of my knowledge, the discharges covered under this permit, and construction of BMPs to control storm water run-off, are not likely to and will not likely adversely affect any species identified in Addendum H of the Multi-Sector storm water general permit or are otherwise eligible for coverage due to previous authorization under the Endangered Species Act.

To the best of my knowledge, I further certify that such discharges, and construction of BMPs to control storm water run-off, do not have an effect on properties listed or eligible for listing on the National Register of Historic Places under the National Historic Preservation Act, or are otherwise eligible for coverage due to a previous agreement under the National Historic Preservation Act.

I understand that continued coverage under the Multi-Sector general permit is contingent upon maintaining eligibility as provided for in Part I.B.

Print Name: OSCAR B DIAZ Date: 6/15/97

Signature:

EPA Form 3510-6 (8-96)

THIS FORM REPLACES PREVIOUS FORM 3510-6 (8-92)
See Reverse for Instructions

OMB No. 2040-0086
Approval expires: 8-31-98

NPDES FORM

EPA

United States Environmental Protection Agency
Washington, DC 20460

Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity Under a NPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section II of this form intends to be authorized by a NPDES permit issued for storm water discharges associated with industrial activity in the State identified in Section III of this form. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit. ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.

I. Permit Selection: You must indicate the NPDES Storm Water general permit under which you are applying for coverage. Check one of these.

Baseline Industrial	Baseline Construction	Multi-Sector (Group Permit)
X		

II. Facility Operator Information

Name: MENASHA CORPORATION Phone: 800-236 3656

Address: 1649 BERGSTROM ROAD PO BOX 367 Status of Owner/Operator: P

City: NEENAH State: WI ZIP Code: 54957-0367

III. Facility/Site Location Information

Name: NJP INSERTCO S-0113-0-52

Is the facility located on Indian Lands? (Y or N): N

Address: INDUSTRIAL PARK EL RETIRO BOX 377

City: SAN GERMAN State: PR ZIP Code: 006830037?

Latitude: 67200 Longitude: 18430 Quarter: Section: Township: Range:

IV. Site Activity Information

ISA Operator Name: SAN GERMAN

Receiving Water Body: ESTERO RIVER

If you are filing as a ~~co-permittee~~ existing enter storm water general permit number: PRR 00A469

SIC or Designated Activity Code: Primary: 2731 2nd:

Is the facility required to submit monitoring data? (1, 2, 3, or 4): 1

If You Have Another Existing NPDES Permit, Enter Permit Number: PRR00A463

Multi-Sector Permit Applicants Only:

Based on the instructions provided in Addendum H of the Multi-Sector permit, are species identified in Addendum H in proximity to the storm water discharges to be covered under this permit, or the areas of BMP construction to control those storm water discharges? (Y or N)

Will construction (land disturbing activities) be conducted for storm water controls? (Y or N)

Is applicant subject to and in compliance with a written historic preservation agreement? (Y or N)

V. Additional Information Required for Construction Activities Only

Project Start Date: Completion Date: Estimated Area to be Disturbed (in Acres):

Is the Storm Water Pollution Prevention Plan in compliance with State and/or Local sediment and erosion plans? (Y or N)

VI. Certification: The certification statement in Box 1 applies to all applicants. The certification statement in Box 2 applies only to facilities applying for the Multi-Sector storm water general permit.

BOX 1

ALL APPLICANTS:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BOX 2

MULTI-SECTOR STORM WATER GENERAL PERMIT APPLICANTS ONLY:

I certify under penalty of law that I have read and understand the Part I.B. eligibility requirements for coverage under the Multi-Sector storm water general permit, including those requirements relating to the protection of species identified in Addendum H.

To the best of my knowledge, the discharges covered under this permit, and construction of BMPs to control storm water run-off, are not likely to and will not likely adversely affect any species identified Addendum H of the Multi-Sector storm water general permit or are otherwise eligible for coverage due to previous authorization under the Endangered Species Act.

To the best of my knowledge, I further certify that such discharges, and construction of BMPs to control storm water run-off, do not have an effect on properties listed or eligible for listing on the National Register of Historic Places under the National Historic Preservation Act, or are otherwise eligible for coverage due to a previous agreement under the National Historic Preservation Act.

I understand that continued coverage under the Multi-Sector general permit is contingent upon maintaining eligibility as provided for in Part I.B

Print Name: OSCAR B DIAZ Date: 10/11/97

COMMONWEALTH OF PUERTO RICO / OFFICE OF THE GOVERNOR

Environmental Quality Board

APPLICATION FOR APPROVAL FOR THE CONSTRUCTION OR OPERATION OF EMISSION SOURCES IN PUERTO RICO

PART II - PLANT PROCESS AND EMISSIONS DESCRIPTION

I. Industrial Emissions:

1. Describe process or operation that emits atmospheric contaminants.
Rotary web offset and sheet fed press cleanups. Uv ink curing in a UV Rotary web offset press.

2. Raw material used or processed: *(see emission inventory for additional details)

Type	Quantity	Unit/Unit Time
Cleaning Solvent	231	gal/yr
Isopropyl Alcohol	67	gal/yr
Clean. solv., soaps, lubricants	+ 3,300*	gal/yr

3. Control equipment for emissions:

4. Chimneys or stacks: (Internal conduit designed for the removal of generated ozone from the inner, working area)

Type	Efficiency % by wt.	Height	Exhaust Diam.	Exhaust Temp.	Exhaust Veloc.
ceiling exhaust fans, 4 at 3,000 cfm	75%	Internal Conduit	ft. 1.38 ft* in.	95 °F	20.1 ft./sec.
			ft. in.	°F	ft./sec.

*Aspect ratio =1.5

5. Volume of discharge of emissions: 0.281 ft^3/min. cu.ft./min.

6. Emissions: Actual Estimated-Based on:

Type of Pollutant	Quantity (wt./unit time)	Duration (time/unit time)
VOC's from production process	5,055.25 lbs/yr	quantity based on 24 hr. shift.
		365 days a year

Estimate based on a working year of 52 weeks, each week consisting of 7 working days and each day on 24 working hours.

7. Attach process flow diagram (block type) showing points, amounts and types of emissions.

II. Emissions from combustion: NJP Insertco has no equipment generating or capable of generating emissions from combustion, including alternate power generators.

1. Combustion quipment: Type ____ BTU/hr. ____ or Horsepower ____

2. Fuel:

Type	Gals/hr.	or Lbs./hr.	% Sulfur

3. Control equipment for emissions:

4. Chimneys or stacks:

Type	Efficiency % by wt.	Height	Exhaust Diam.	Exhaust Temp.	Exhaust Veloc.
			ft. in.	°F	ft./sec.
			ft. in.	°F	ft./sec.

III. Emissions from incineration or waste disposal: NJP Insertco has no equipment generating or capable of generating emissions from incineration or waste disposal.

1. Method for disposal of wastes:

2. Wastes: Type ____ Quantity: ____ lbs/day

3. Incinerator: Type ____ Trade Mark ____ Capacity ____ lbs/day

4. Chimney or stack: Height ____ ft. Exh.Diam. ____ in. Exh.Temp. ____ °F Exh. Veloc. ____ ft/sec.

5. Auxiliary fuel Type ____ Gals./hr. ____ or Lbs./hr. ____ % Sulfur ____

6. Control equipment: Type ____ Efficiency ____ % by wt.

IV. Compliance: Attach data or information showing that emissions will not exceed the established limits. Since NJP Insertco has no equipment generating or capable of generating emissions from combustion, including alternate generators, incineration or waste disposal processes, no air sampling or documentation exceeding regulatory emission limits is required.

V. Control Equipment: Attach sketch of any control equipment installation at the emission source.

CERTIFICATION BY AN ENGINEER OR A CHEMIST

I Certify that I am registered and authorized to practice my profession in Puerto Rico; that the control equipment or source for the control of the emission are adequate and comply with the provisions of the Air Pollution Control Regulations of the Puerto Rico Environmental Quality Board and that, to the best of my knowledge and belief, the above information is complete and accurate.

ABRAHAM RODRIGUEZ LICENSED ENGINEER PUERTO RICO

5182 — License Number

Abraham Rodriguez — Name (Typed)

Abraham Rodriguez — Signature

Date ____ Applicant Number: ____

COMMONWEALTH OF PUERTO RICO / OFFICE C THE GOVERNOR

Environmental Quality Board

APPLICATION FOR APPROVAL FOR THE CONSTRUCTION OR OPERATION OF EMISSION SOURCES IN PUERTO RICO

PART I - GENERAL INFORMATION

[X] Original [ ] Revision No. _____ [Check One] Date: September 13, 1996

1. Applicant:
   A. Name of project or emission source: NJP Inserteo, a subsidiary of Mcuasha Corp.
   B. Location: Industrial Park El Retiro, Rd. 102, km. 33.2, San German, P.R.
   C. Authorizad representative for permit application, coordination and correspondence:

NJP Inserteo (Organization)

Ricardo Santana	Plant Environmental Coordinator	(787) 892-1268
Name of Official	Title	Tel. No.

   D. Postal Address: P.O. Box 377 San German, Puerto Rico 00683
   P. O. Box No. Municipality Zip Code

2. Purpose of application: [ ] Construction [X] Operation [Check One]

3. Naturre of Business: Printing and Publishing

4. No. of employees at site: 104

5. Annual production (any convenient unit): _____

6. Itinerary of normal operations:

16	5	12
Hrs/Day	Days/Wk	Mos/Yr

7. If intermitent operation, frequency: N/A

8. Attach the following documents:
   A. Location map of plant site (projected or existing) indicating neighboring fields and prominent points or structures.
   B. Layout plan of all facilities (projected or existing) indicating clearly all emission sources.
   C. Plan and specification of the emission source and its control measures or equipment.
   D. Information about any air sampling or monitoring equipment used, intended to be used, or owned by the applicant, including type, trademark, method, operation schedule, etc.

9. List all approvals or denials granted by Federal, State, or Local agencies for any structure, construction, permit for use or requested number, and sanitary permit:

Type of permit	Issuing agency	Identification No.	Date
Ammed. DN94-1751	JCA	DADA: 1210-95	June 6, 1995
Consumption Cont.	PREPA	P-062-02-96-026	July 30, 1996
Environ. Evaluation	CFI	Case: 94-350	June 26, 1996
Req. for Usage of Facility	ARPE	95-56-E881-MPJ	Oct. 18, 1995
Sanitary License	Dept. of Health	Lic. #623	June 14, 1995

10. Did facility exist, or was it lawfully under construction prior to September 16, 1971?
[X] Yes [ ] No [Check One]

CERTIFICATION

Application is hereby made for a permit to authorize the activities described herein. I certify that, to the best of my knowledge and belief, such information is true, complete and accurate.

_____
Signature of Applicant

AFFIDAVIT

Affidavit No: 6,293

Sworn and suscribed before me by Ricardo Santana, resposible official of NJP Inserteo, of legal age, civil status married and resident of San German, P.R. In San German, Puerto Rico, this 18 day of April of 1997.

JOSE [illegible]

_____
Notary Public

FOR ENVIRONMENTAL QUALITY BOARD USE ONLY

Permit issued on _____ Expire on _____ Applicant No. _____

ESTADO LIBRE ASOCIADO DE PUERTO RICO / OFICINA DEL GOBERNADOR

Junta de Calidad Ambiental

AREA CALIDAD DE AIRE

DOCUMENTOS A SOMETERSE PARA PROYECTOS
POR LEY DE CERTIFICACION

(Para el uso del Ingeniero)

FORMULARIO DE RADICACION
&
DOCUMENTOS A SOMETERSE

San German P.R.

9 de septiembre de 198

PFE _____

Hoja de Cotejo

Para someter formularios de permiso de construcción u operación adjunto, a tramitarse bajo las disposiciones del Reglamento para la Certificación de Planos y Documentos ante la Junta de Calidad Ambiental.

Ing. o Arq.		Ing. JCA		
(X)	( )	(X)	-	Dos copias formulario de radicación
( )	( )	(X)	-	Dos copias formularios de permiso para Construir u Operar una Fuente de Emisión en Puerto Rico, firmada y sellada por un Ingeniero o Arquitecto practicando la profesión en Puerto Rico.
(X)	( )	(X)	-	Evidencia de haber cumplido con las cuotas del C.I.A.A.
(X)	( )	(X)	-	Cumplir con la Regla 501 del Reglamento para el Control de la Contaminación Atmosférica (cargos por radicación y permiso)
( )	( )	( )	-	Evidencia o pago de sellos: 1- Sellos CIAA por la cantidad de _____ 2- Sellos de Rentas Internas por la cantidad de _____
(X)	( )	(X)	-	Dos (2) copias de planos de localización "Layout Facilities", especificaciones de la fuente de emisión y sus medidas o equipo de control.
( )	( )	(X)	-	Dos copias del presupuesto o estimado de costo de la fuente de emisión a construirse, detalles y desglosado.
(X)	( )	(X)	-	Evidencia de haber cumplido con el Artículo 4C de la Ley 9 del 18 de Junio de 1970 (Ley de Política Pública Ambiental)
(X)	( )	(X)	-	Dos copias de los cálculos de emisiones.
(X)	( )	(X)	-	Evidenciar copias de los permisos de las Agencias gubernamentales que tienen jurisdicción con el caso.

ABRAHAM RODRIGUEZ
LICENCIADO
Lic. #5182
EXPIRA
PUERTO RICO

_____
Técnico que recibe el documento
(Para uso JCA)

_____
Firma y Sello (Ingeniero o Arquitecto)

1 Colegio de Ingenieros y Agrimensores de Puerto Rico CIAPR

2 CREDENCIAL DE MIEMBRO ACTIVO EXPEDIDA A:

ING. RODRIGUEZ RAMIREZ ABRAHA

3 05183 — Número Licencia

08/31/97 Expira en

4 Secretario-CIAPR

Firma del Colegiado

pplication Number	Ricardo Santana
ame of Applicant:	Plant Environmental Coordinator
tle:	NIP Insertco, subsidiary of Maxaba Corporation
ame of Project or Emission Sources:	NIP Insertco
stal Address:	Box 377
	San German, Puerto Rico 00683-0377

Fees determined for permit application:

1. Filing Fee($100.00): ( ) Construction (x)Operation ( ) Lead
( ) Asbestos Removal ( ) Asbestos Training School

2. (x) Permit Fee 3. (x) Renewal Fee 4. ( ) Modification Fee ($10.00 per ton per pollutant)

Pollutant	Emissions (Tons/year)	Total Fee
( ) Particulate Matter (PM_{10} and TSP)	0	$0.00
( ) Sulfur Dioxide (SOx)	0	$0.00
( ) Nitrogen Oxides (NOx)	0	$0.00
( ) Lead (Pb)	0	$0.00
( ) Volatile Organics Compounds (VOC) and Hydrocarbons	2.53	$25.30
( ) Others(e.i. Berillium, Mercury, etc; please identify)	0	$0.00

5 Asbestos Activities

a. Removal Project Duration			
( ) From 1 to 30 days	$ 175.00		
( ) From 31 to 90 days	$ 450.00		
( ) From 91 up to 365 days	$ 725.00		
b. Asbestos Training School	$ 600.00		
c. Asbestos Registration	$ 40.00 (for each category)		
( ) General Abatement Certification	( ) School Inspectors		
( ) School Management Planners	( ) Abatement Supervisors		
( ) Air Monitoring Specialist	( ) Abatement Workers.		
( ) School Abatement Project Designers			

Sub-total

6	Transfer of Ownership or Change of Location	(50% of filing fee)	$0.00
7.	Revision Fee	(50% of filing fee)	$0.00
8.	Duplicate Permits	($10.00)	$0.00
9.	Excess Emission Fee		
	a. Variance	($25.00/ton/pollutant)	$0.00
	b. Small Business	($12.50/ton/pollutant)	$0.00
10	Application Total Fees		$125.30
II	Annual payment fee (permit fee for one year)		
III	Extra 4-year payment fee (permit fee for 4 years)		

To be completed by the Air Program's Application Office

Fee Billing Amount: _____ Date: _____ Received: _____

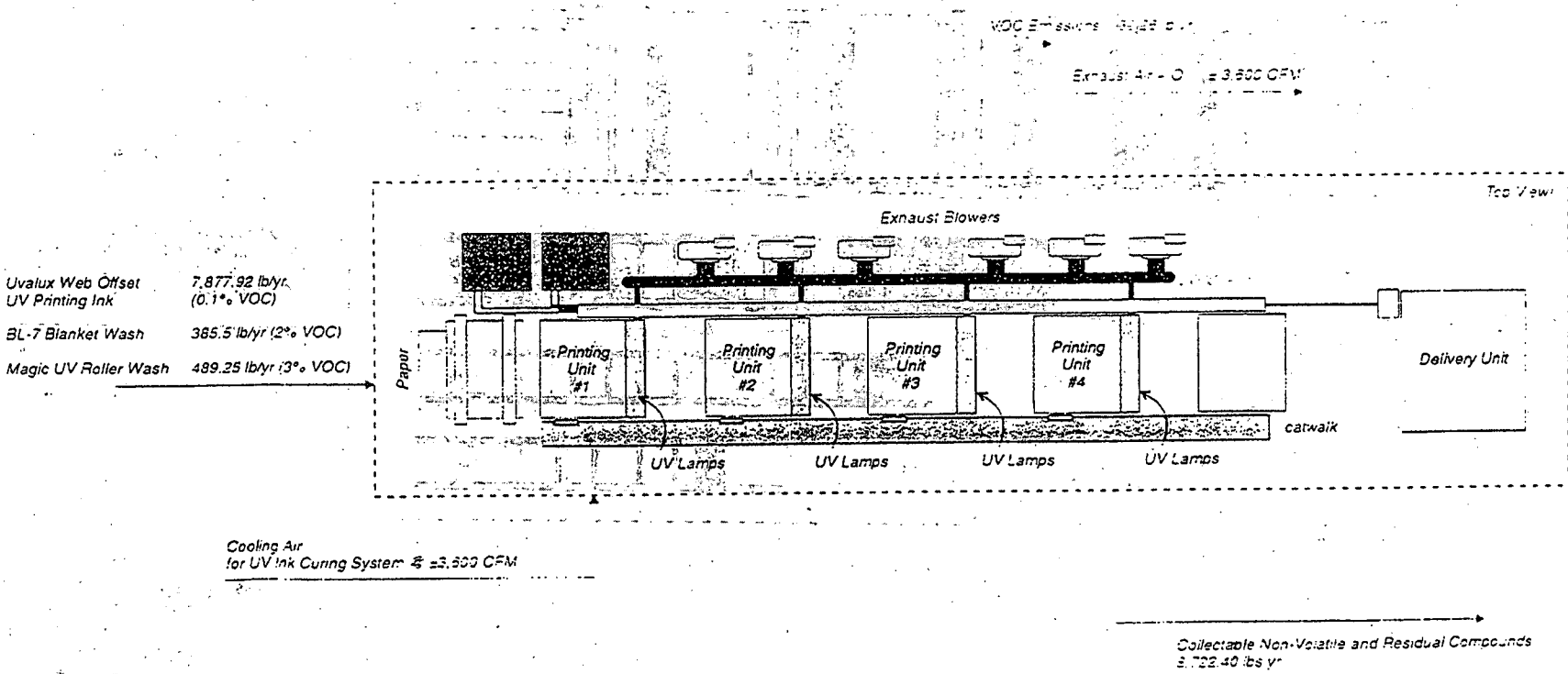
Fee payments check no Voucher no _____

_____ _____

Application's Recipient Finance Division's Receptor

Points, Amounts and Types of Emissions

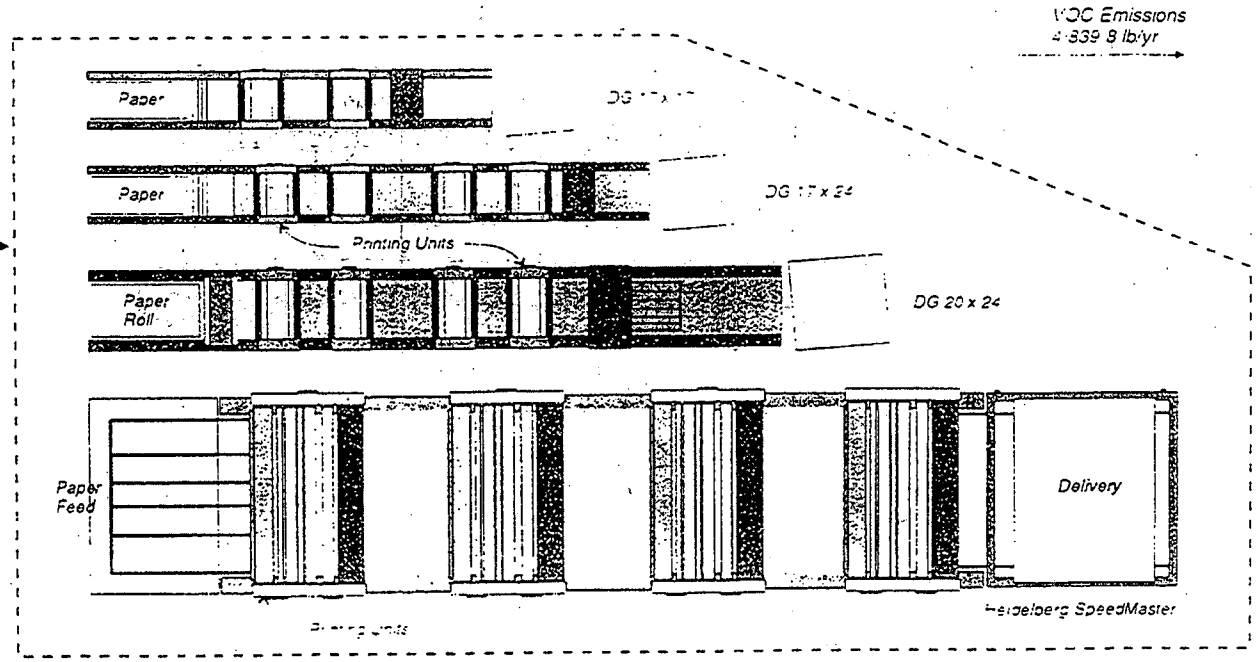
Muller Martini Progress 32
UV Ink Rotary Web Press

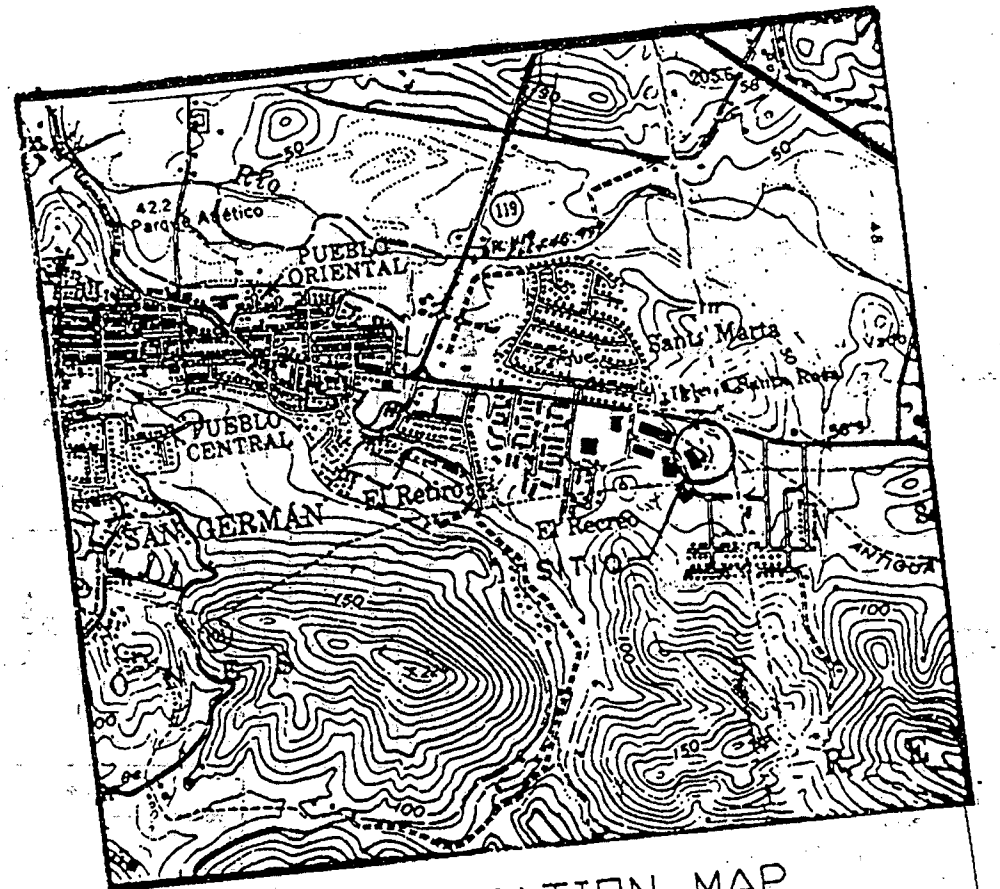


Points, Amounts and Types of Emissions

DG 17 x 17 Rotary Web Press
DG 17 x 24 Rotary Web Press
DG 20 x 24 Rotary Web Press
Heidelberg 28 x 40 Sheet Fed Press

Storage Gum	76.59 lb/yr (15.09% VOC)
Scratch Remover	75.67 lb/yr (47.54% VOC)
Cleaner Conditioner	434.16 lb/yr (4.27% VOC)
Super Jell Compound	13.75 lb/yr (1.00% VOC)
Vistar HSO	4,672.5 lb/yr (13.60% VOC)
IPA	441.27 lb/yr (100% VOC)
Kwik 'N Easy	3.64 lb/yr (41.00% VOC)
Metering Roller Cleaner	122.06 lb/yr (100% VOC)
Wash V-120	1,636.02 lb/yr (100% VOC)
Ink	14,901.5 lb/yr (13% VOC)





LOCALIZATION MAP

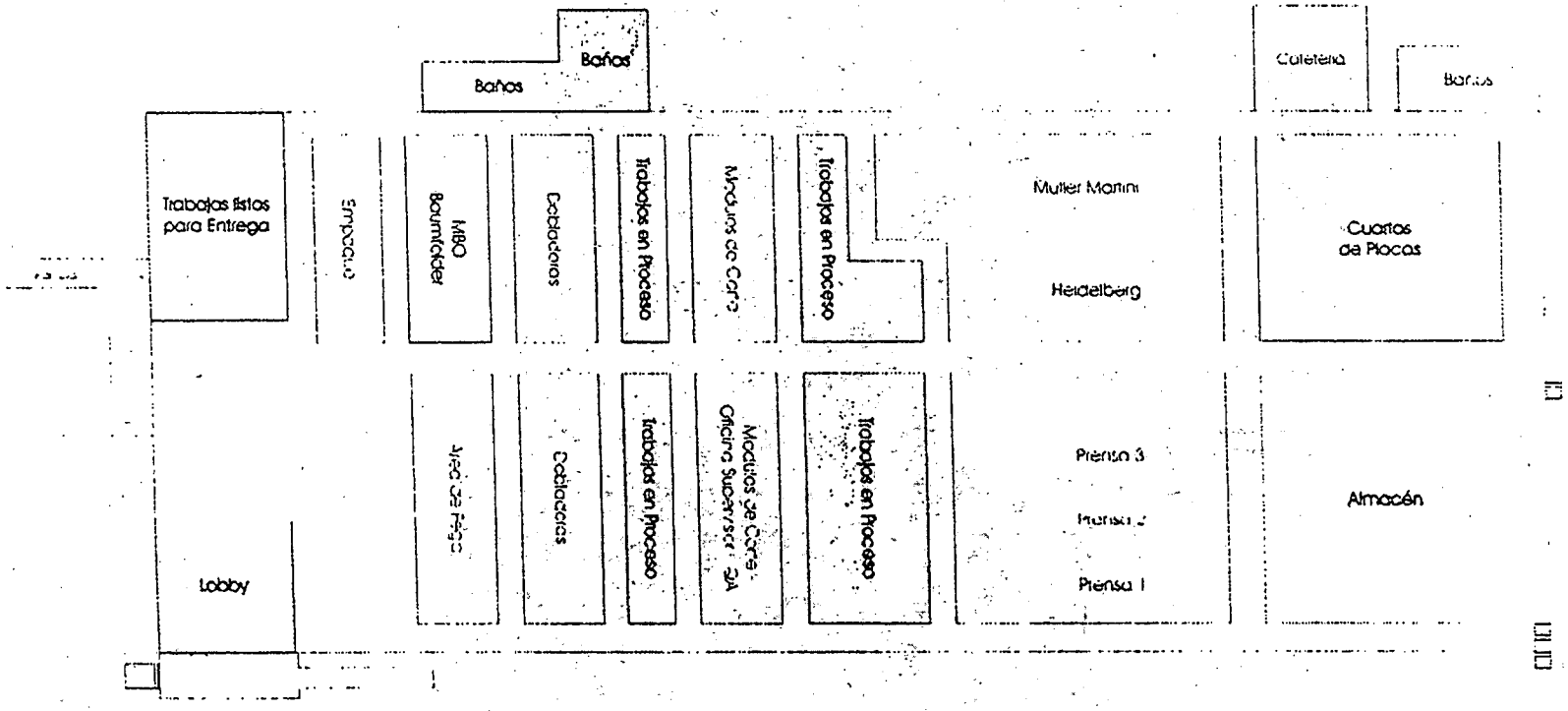
1:20,000

LAMBERT COORDINATES:

X= 89,400

Y= 27,240

Diagrama de las Facilidades
NJP Insertco



Specifications of all Emission Sources

These are the general specifications of all our current emission sources. These general descriptions are intended to serve as an illustration of the emission capabilities of each source.

Sheet-Fed Offset

Heidelberg SpeedMaster with Perfector

General Specs: This Sheet-fed Offset Press is capable of printing an area up to 27" x 40" on four (4) independent printing units by using conventional (self-drying) ink. The ink used is provided by either Superior Printing Inks Corp. or K+E Printing Inks, Inc.. Both have a VOC content of not more than 8%.

Ink Usage: The estimated ink usage for this press is approximately 5,000 prints per pound of ink per printing unit, or 1,250 prints per pound of ink used, which leads to approximately 90 lbs VOC /yr, when estimating the press will continuously print on a 24 hour period, 50 weeks a year, an average of 7,500 sheets per hour.

Multilith 1650 XE

General Specs: The Multilith 1650 XE is one of the two commercial presses in our Commercial Printing section. capable of two color printing on an area of not more than 11" x 16-5/8". It is usually used to print presentation cards and forms with duplicates.. Due to the nature of the ink transfer system, this press uses rubber base inks with VOC content of 13.25%.

Ink Usage: Estimated ink usage for this press is approximately 25,000 prints per pound. This press is used sporadically and not on a constant and consistent basis.

ABDick 360

General Specs: The ABDick 360 Duplicator is another of our commercial printing presses. It is a one color press with the capability of printing an area of 11" x 17". It also uses rubber base inks with VOC content of 13.25%.

Ink Usage: Estimated ink usage for this press is approximately 25,000 prints per pound. Estimated usage of ink on a yearly basis should not exceed 1.61 gal or 15 lbs.

Didde Glaser Rotary Web Presses

General Specs: Our DG rotary web offset presses are capable of printing either four colors one side, or two colors on both sides of the web, with the exception of one DG 17½" x 24", which can only print either two colors one side or one color on both. Printing areas will not exceed the range of 17½" x 24" to 23-5/8" x 20½". There are currently 3 of these presses in our facilities.

Ink Usage: All these presses use conventional inks supplied by Superior Printing Inks Company or K+E Printing Inks. Self-drying inks, have a content of not more than 8% VOC"s.

Muller-Martini Rotary Web Press with UV Curing System

General Specs: The Muller-Martini Rotary web press has 4 color capability one side, or two color capability when printing on both sides of the web. Printing speed can reach up to 1,200 ft/min when printing from roll to roll, thus requiring an ink with the capability of drying before the web is rolled again. It is

therefore equipped with 6 Ultraviolet ink curing lamp units for fast drying

Ink Usage: It has been found that during the normal operation of UV lamps, they do allow for the generation of ozone. For this reason, the press is equipped with 6 blowers capable of transferring 3,600 CFM of air out of the production area, which allow the equipment to operate below the 0.1 ppm level, recommended for continuous exposure by the American Conference of Governmental Industrial Hygienists (ACGIH), American Industrial Hygiene Association (AIHA), Department of Labor, and OSHA[1]. Inks do not contain more than 2% VOC.

3M Plate Developer

General Specs: Capable of developing offset plates of up to 22 inches wide and operates as a dry to dry system. This equipment will not be used for more than 30 minutes on a daily basis.

Developer Usage: This equipment uses 2-in-1 Developer Gum and 3M Make Up Solution, whenever the level of developer substantially drops. The developer is changed every 2 months. The VOC content on the developer is 7.14% and that of the Make Up Solution is 0.90%.

All other species listed in the emission inventory are used in the aforementioned machines as cleaning agents, lubricants, or process additives. Their consumption is listed in gallons and pounds on a yearly basis, all information gathered from our purchasing department.

The amounts listed represent an amount larger than the actual consumption of each species, as to account for an increment in the actual production time of up to three (3) work shifts per day, seven (7) days a week, for 365 working days.

---

[1] A copy of ozone generation information from the Manufacturer of the UV Curing System is included as part of the Specification Information on Emission Sources

NOISE: To minimize noise, the exhaust blowers provided have cast housings, not fabricated housings, and Baldor Drives. The sound level of the exhaust blower has been measured out in the open at 77.6 DBA, (@ 5 Ft.), at full load. The system when installed should be exhaust vented and therefore actual plant readings should be lower. The air flow is away from the printing line and not toward the product as in the design of some systems, this will result in further improvement.

OZONE: Ozone is generated in the normal operation of UV lamps. OnLine Energy's systems should be exhausted outside of the facility or work areas; in which case the equipment will operate below the 0.1 PPM level, recommended for continuous exposure, by the American Conference of Governmental Industrial Hygienists (ACGIH), American Industrial Hygiene Association (AIHA), Department of Labor and OSHA.

The following statement is from the report** prepared for The South Coast Air Quality Management District (SCAQMD) of Southern California and Southern California Edison by Radian Corporation for the "SHOW CASE PROJECT", which is an eight color printing press, retro-fitted with ten OnLine Energy UV systems. This system has been monitored by Radian Corporation for the SCAQMD and SCE since May 1992, for V.O.C.'s, Ozone, etc.

"The results of ozone concentration measurements around the UV lamp indicated the presence of sporadic periods with elevated ozone concentrations. The data demonstrated a 5-10 PPB increase in the ambient ozone level with the lamps operating. The ozone concentrations at various locations around the lamp and without the lamp operating are shown in Figure S-5. The hourly average ozone concentrations were not measured. However, the data indicate that there is no cause for concern since the hourly averaged ozone level will probably remain well below the California Ambient Standard of 90 PPB."

**NOTE: See Attached "Executive Summary" for the report.

HEAT: A properly engineered and designed UV system will operate in such a manner that external housing temperatures can be touched by operating personnel without injury.

The preceding is not intended as an authoritative or definitive statement regarding the design and manufacture of all UV equipment but is specific to OnLine Energy as we understand the requirements.

Ricardo; please do not hesitate to contact us at (510) 484-2202, should you have any questions or need additional information.

Sincerely;

Craig D. Blair
V.P., Marketing

cc: Andrew Fetherman - Muller Martini.
Antonio M. Rodrigues - OnLine Energy

File Reference: (INST\H&S0201)

NJP INSERTCO
A SUBSIDIARY OF
MENASHA CORPORATION

8 de octubre de 1996

Ing. Ramón Sanabria
Vice Presidente de la Rama de Desarrollo,
Compañía de Fomento Industrial
Ave. Roosevelt # 355, Edificio de Fomento
Hato Rey, Puerto Rico

Ing. Sanabria:

Desde nuestra mudanza al edificio de PRIDCO S-0551-054 localizado en el Parque Industrial El Retiro, San Germán, nos hemos encontrado en la necesidad un área designada para el almacenamiento de diferentes substancias químicas (solventes y limpiadores) que se utilizan intrínsecamente en nuestro proceso de manufactura. Al día de hoy, todos los líquidos que llegan a nuestras facilidades son recibidos en nuestra planta principal, donde se inspeccionan y almacenan temporeramente, para eventualmente transportarlos al nuevo edificio.

Usualmente estos líquidos llegan en drones de 55 galones, por lo que hacemos uso de montacargas o de cualquiera de los vehículos de entrega que estén disponibles para moverlos de un edificio a otro; una situación que nos deja siempre propensos a un derrame incidental de substancias químicas potencialmente peligrosas.

Hacemos uso de esta misiva para proveerle una copia del diagrama preliminar de lo que sería nuestro cuarto de almacenamiento de líquidos en nuestra planta de producción. Este almacén tendrá dimensiones de 12' x 18' x 8', con techo de galvalún en un agua suspendido en acero estructural (o material equivalente) y 6 columnas de tubo 4" x 4" galvanizado. Las paredes serán en bloque con una sola vía de acceso y controles físicos para la contensión de derrames, preveniendo así la contaminación de las áreas circundantes en el caso de cualquier derrame.

El cuarto proveerá internamente para las conecciones de los drones de líquidos flamables a líneas de tierra (grounding wires) y acomodará un evaporador de 55 galones, 220V monofásico, que utilizaremos para minimizar nuestro caudal de desperdicio líquido.

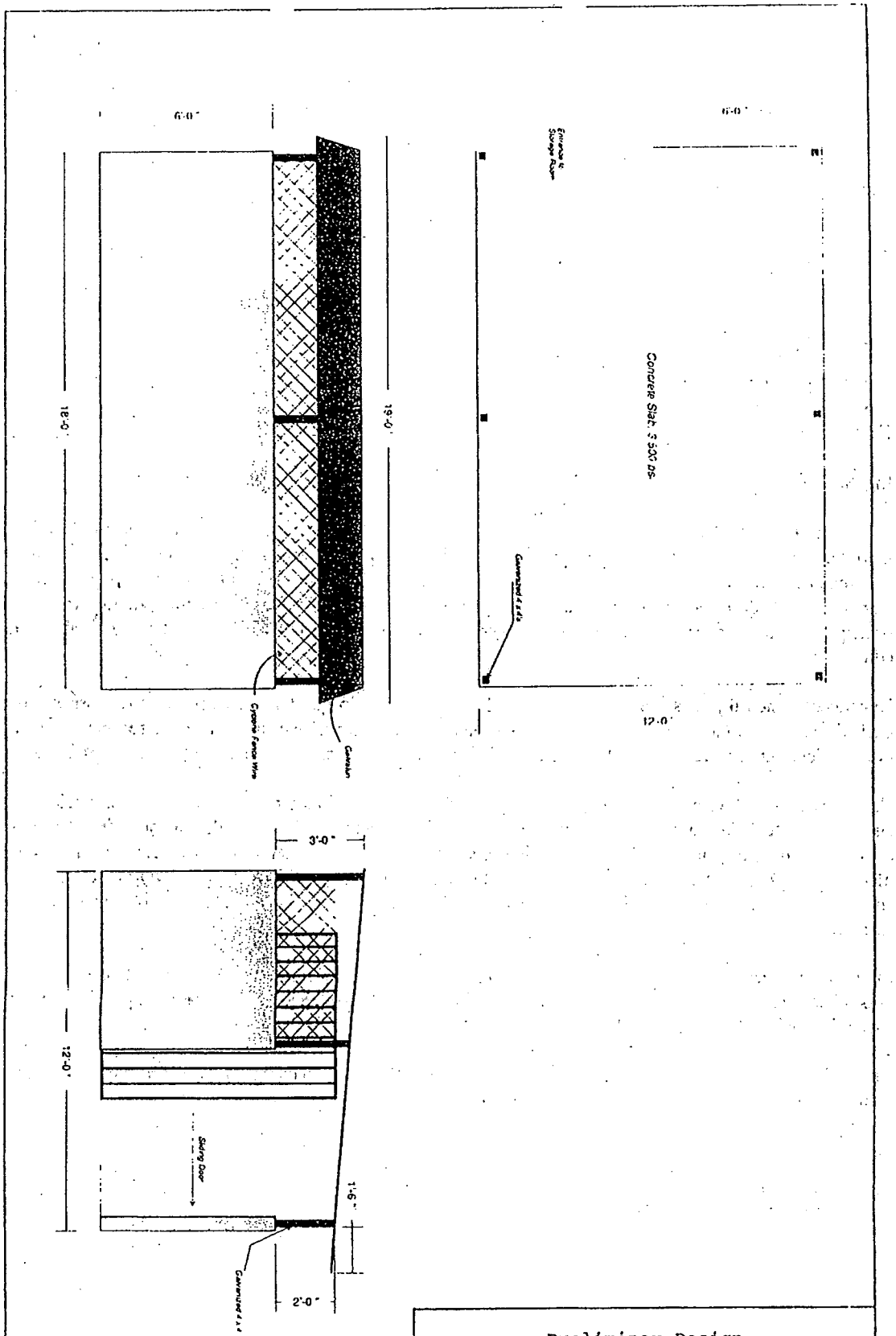
Sírvase de comunicarse con nosotros en el caso de cualquier duda o recomendación que estime pertinente. Su prontitud en la evaluación de este proyecto será grandemente apreciada.

Cordialmente,

Ing. Ricardo Santana
Coordinador Ambiental

/encl Diagrama y Plano de Localización

Box 377
San German PR 00683
Phone (809) 892-1268
Fax (809) 892-4112



Preliminar Design

Chemical Storage Room, NJP Insertco
PRIDCO Building 0-551-063

Date: October 1, 1996
Drawn by: Ricardo Santana

GOBIERNO DE PUERTO RICO
OFICINA DEL GOBERNADOR
JUNTA DE CALIDAD AMBIENTAL

12 mayo de 1997

DADA-0701-97

Sr. Pedro José Rivera
Director
Oficina de Asuntos Ambientales
Compañía Fomento Industrial
Apartado 362350
San Juan, Puerto Rico 00936-2350

ASUNTO: **DN 97-0060 (CFI)**
CASO NUM. 96-345
NJP INSERTCO
NUEVO SISTEMA DE EVAPORACION
AGUAS USADAS Y CONSTRUCCION
EDIFICIO ALMACEN, EDIFICIO S-0551-0-54
SAN GERMAN, P.R.

Estimado señor Rivera:

La Junta de Calidad Ambiental ha analizado el documento ambiental sometido para el proyecto de referencia. Las facilidades de NJP Insertco proponen instalar un sistema de evaporación de aguas usadas y la construcción de un área de almacenaje para los químicos usados en el proceso de la compañía.

Entendemos que al presentar el mismo su instrumentalidad ha cumplido con la fase de evaluar el posible impacto ambiental de la acción propuesta, de acuerdo con el Artículo 4 (c) de la Ley de Política Pública Ambiental, Ley Número 9 del 18 de junio de 1970, según enmendada. No obstante, para una mejor realización de la acción propuesta, esta Junta emite las siguientes recomendaciones:

1. Durante la operación del proyecto, se deberá cumplir con el Reglamento para el Control de la Contaminación por Ruido, en lo relacionado al nivel de sonido máximo permitido.

2. En relación a la instalación del sistema de evaporación de aguas usadas propuesto, se deberá solicitar y obtener el correspondiente permiso para su construcción y operación, a tenor con el Reglamento para la Certificación de Planos y Documentos ante la Junta de Calidad Ambiental.

3. Para las actividades de construcción a realizar deberá obtener una solicitud de permiso para realizar una Actividad Generante de Desperdicios Sólidos (Formulario DS-3).

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4. Durante la fase de construcción, deberán tomar las medidas necesarias para evitar que residuos de sustancias orgánicas e inórganicas tales como: aceites, combustibles u otras sustancias químicas, puedan ser arrastradas por la escorrentía y ganen acceso a cualquier cuerpo de agua o al sistema pluvial.

5. Deberá someter un plan de emergencias para prevenir y controlar derrames para el área de almacenaje de drones de agua de condensado, solventes y químicos, a tenor con la Sección 6.5 del Reglamento de Estándares de Calidad de Agua.

6. De tener alguna descarga de escorrentía a cualquier cuerpo de agua durante la construcción, deberán consultar con la Agencia Federal de Protección Ambiental para determinar si dicha descarga requiere un permiso "NPDES" de acuerdo al Código Federal de Reglamentación Número 40, Sección 122.26.

7. De generar emisiones de compuestos orgánicos volátiles durante la operación del sistema de evaporación de aguas, deberá consultar al área de Calidad de Aire y cumplir con los requisitos de permiso al respecto.

Agradecemos su cooperación por mantener y conservar la calidad de nuestro ambiental.

Cordialmente,

por Maribelle Marxuach Vázquez

Héctor Russe Martínez
Presidente

/snr

Gobierno de Puerto Rico
Autoridad de acueductos y alcantarillados

30 de enero de 1997

Sr. Pedro José Rivera
Director
Oficina de Asuntos Ambientales
Fomento Industrial de Puerto Rico
Apartado 362350
San Juan, Puerto Rico 00936-2350

Estimado señor Rivera:

Re: **SAN GERMAN, PUERTO RICO**
Determinación de Impacto Ambiental
No-Significativo (DN)
NJP INSERTCO
Edif. S-0551-054
Caso: 96-345

Hacemos referencia a su carta del 15 de enero de 1997, recibida por nosotros el 17 de enero de 1997, con la cual nos acompañó copia del documento ambiental arriba mencionado.

El proyecto propuesto consiste en la instalación de un sistema de reducción de la descarga y disposición de las aguas usadas y la construcción de un cuarto de almacenamiento.

Hemos evaluado el documento ambiental y encontramos que en cuanto al uso de nuestra infraestructura de agua y alcantarillado, el proponente deberá realizar una consulta oficial a nuestra Oficina de Proyectos Públicos y Privados (Región de Mayagüez, teléfono 833-4010). Además, deberá consultar a nuestra Oficina de Gerencia de Permisos Industriales, teléfonos 756-2242/2244.

Agradecemos su interés en consultarnos.

Cordialmente,

Bertis Ruiz Sotomayor, Jefe
Oficina Evaluación Ambiental

Ave. Barbosa 604, Hato Rey, PR 00917 • PO Box 7066, San Juan, PR 00916-9990

OAA
97-134
2/6/97

Estado Libre Asociado de Puerto Rico
Departamento del Trabajo y Recursos Humanos
Secretaría Auxiliar de Seguridad y Salud en el Trabajo

754-2172

FAX
767-6051

25 de febrero de 1997

Sr. Pedro J. Rivera
Director
Oficina de Asuntos Ambientales
Compañía de Fomento Industrial de Puerto Rico
P.O. Box 362350
San Juan, Puerto Rico 00936-2350

Asunto: *Determinación de Impacto Ambiental*
No-Significativo (DN)
NJP INSERTCO
Edificio S-0551-0-54
San Germán, Puerto Rico
Caso: 96-345

Estimado señor Rivera:

Personal técnico de nuestra oficina analizó la Determinación de Impacto Ambiental de referencia.

Las medidas de seguridad y salud en el trabajo que el patrono deberá cumplir para las operaciones propuestas están contenidas en el Reglamento 4 OSH 1910 - Normas de Seguridad y Salud para la Industria en General.

Entre las normas de mayor relevancia se encuentran las siguientes:

1910.22-23	-	*Requisitos para Superficies de Trabajo*
1910.30	-	*Otras Superficies de Trabajo*
1910.36-37	-	*Medios de Salida y Requisitos Generales*
1910.38	-	*Planes de Desalojo y Plan de Prevención de Incendios*
1910.94	-	*Ventilación*
1910.95	-	*Exposición al Ruido Ocupacional*
1910.106	-	*Líquidos Inflamables y Combustibles*

OAA 97-197 3/5/97

1910.119	-	*Manejo de Proceso de Seguridad de Químicos Altamente Peligrosos*
1910.132-138	-	*Subparte I - Equipos de Protección Personal (General)*
1910.141	-	*Saneamiento*
1910.145	-	*Etiquetas de Prevención de Accidentes*
1910.146	-	*Requisitos Permisibles para Espacios Confinados*
1910.147	-	*Control de Fuentes de Energía Peligrosa (Lockout/Tagout)*
1910-151	-	*Servicios Médicos y Primeros Auxilios*
1910.155-165	-	*Subparte L - Protección contra Incendios*
1910.176	-	*Manejo de Materiales (General)*
1910.212	-	*Resguardo de Máquinas*
1910.219	-	*Aparatos de Transmisión con Potencia Mecánica*
1910.301-399	-	*Subparte S - Riesgos Eléctricos*
1910.1000	-	*Contaminantes del Aire*
1910.1200	-	*Comunicación de Riesgos*

Las medidas de seguridad y salud en el trabajo que el patrono deberá cumplir para la fase de construcción están contenidas en el Reglamento 10 OSH 1926 - Normas de Seguridad y Salud para la Industria de la Construcción.

Entre las normas de mayor relevancia se encuentran las siguientes:

1926.20	-	*Disposiciones Generales de Seguridad y Salud*
1926.21	-	*Educación y Adiestramiento en Seguridad*
1926.25	-	*Orden y Limpieza*
1926.50	-	*Servicios Médicos y Primeros Auxilios*
1926.51	-	*Saneamiento*
1926.52	-	*Exposición al Ruido Ocupacional*
1926.59	-	*Comunicación de Riesgos*
1926.95-104	-	*Equipo de Protección Personal*
1926.150-151	-	*Prevención y Protección Contra Incendios*
1926.152	-	*Líquidos Inflamables y Combustibles*
1926.400-449	-	*Subparte K - Riesgos Eléctricos*
1926.500	-	*Protección contra Caídas*
1926.550	-	*Equipos de Izar*
1926.600-602	-	*Vehículos de Motor y Mecanizados (Equipo)*
1926.700-706	-	*Subparte Q - Concreto y Albañilería*
1926.1050-1053	-	*Subparte X - Requisitos para Escaleras y Escalas*

Calderas y Recipientes a Presión:

La instalación, inspección, operación, uso y mantenimiento de calderas y recipientes a presión está reglamentada por la Regla Especial Número 1, Inscripción e Inspección de Calderas y/o Recipientes a Presión.

Para aclarar cualquier duda en relación con estos comentarios, puede comunicarse con nuestra División de Ayuda Técnica, al 754-2172.

Si desea asesoramiento gratuito en su lugar de trabajo, puede referirse a la División de Programas Voluntarios al teléfono arriba indicado.

Cordialmente,

Ana L. López Vélez
Directora Interina

GOBIERNO DE PUERTO RICO
ADMINISTRACION DE FOMENTO ECONOMICO
COMPAÑIA DE FOMENTO INDUSTRIAL

355 Ave. F.D. Roosevelt
San Juan, Puerto Rico 00918

Teléfono (787) 758-4747
Facsímil (787) 250-1599

OFICINA ASUNTOS AMBIENTALES
EVALUACION AMBIENTAL
TERMINADA

21 de mayo de 1997

Sr. Oscar Díaz
Vicepresidente
NJP Insertco
Box 377
San Germán, PR 00683

Estimado señor Díaz:

EVALUACION DE ASPECTOS AMBIENTALES

NJP Insertco
(Nuevo Sistema de Evaporación de
aguas usadas y construcción edificio Almacén)
Edificio: S-0551-0-54, Urb. Ind. Retiro
San Germán, Puerto Rico

Caso: 96-345

Hemos evaluado el posible impacto ambiental del proyecto mencionado en el asunto. En esta evaluación se consideraron:

(x) Cuestionario de Localización y Ambiental
(x) Determinación sobre uso de terrenos (Planificación CFI)
( ) Información suministrada por el industrial o su representante
( ) Visita al proyecto
(x) Otros - DN 97-0060 (CFI) evaluada por la Junta de Calidad Ambiental (JCA), Autoridad de Acueductos y Alcantarillados (AAA) y el Departamento del Trabajo y Recursos Humanos (DTRH). Proceso de evaluación finalizó en la JCA el 12 de mayo de 1997.

Después de la evaluación concluimos que no debe esperarse impacto ambiental significativo a consecuencia del proyecto. La conclusión está condicionada a que se cumpla con las indicaciones mencionadas en el Anejo I. (Copia de las cartas finales de la JCA, AAA y el DTRH constituyen el Anejo I.)

Confiamos que esta comunicación sirva para fomentar esta fuente de empleos.

Cordialmente,

Pedro José Rivera
Director
Oficina Asuntos Ambientales

Anexo

cc: Ing. Alfredo Pérez Zapata
Ing. Mario Soto
Lcda. Zwinda Terán
Sr. Rafael Filardi
Sra. Nilsa LaCourt

SAFETY & FIRE EQUIPMENT

APARTADO 3816 MARINA STA. • MAYAGÜEZ, PUERTO RICO 00681
CARR. 2 KM. 160.8 • HORMIGUEROS, PUERTO RICO 00660
(787) 849-7880

NFPA® MEMBER

CERTIFICADO DE INSPECCION

CERTIFICATE OF INSPECTION

Certificamos haber inspeccionado el equipo de protección de incendios y el mismo opera satisfactoriamente bajo los códigos estatales y federales N.F.P.A.

We hereby certify having inspected the fire protection equipment of found the same working satisfactorily according to local and federal codes of the N.F.P.A.

NJP INSERTCO
Nombre Compañía - *Name of Facility*

Localizada en
Located in Parque Industrial El Retiro, San Germán, Puerto Rico

Equipos Certificados:
Certificated Equipment:

- ☒ Extintores de incendio — *Portable Fire Extinguishers*
- ☐ Alarmas de Incendio — *Fire Alarms*
- ☒ Mangueras de incendio — *Fire Hoses*
- ☐ Detectores de humo — *Smoke detectors*
- ☒ Rociadores automáticos — *Automatic Sprinklers*
- ☒ Luces de emergencia y EXIT — *Emergency and Exit Lights*
- ☐ Sistemas automáticos de rociadores de cocinas: *Automatic Kitchen Sprinklers Systems*

N/A
Modelo y marca del sistema
Model and Make of System

N/A
Número de Serie
Serial Number

SAFETY & FIRE EQUIPMENT
Nombre de la compañía de servicio
Name of Servicing Company

REINALDO MALDONADO
Técnico
Technician

10/29/97
Fecha
Date

FUEGO... LLEGAMOS ANTES QUE EL FUEGO.

( ) BOILER (X) INSPECTION CERTIFICATE

(X) PRESSURE VESSEL ( ) INSPECTION REPORT

Code: 063 Yard

Hartford Steam Boiler Inspection and Insurance Co. Office 605 A Edificio El Ejecutivo Ponce de León 623 Hato Rey PR 00918 Tel: 787-763-6723	1) Insurance Policy No.: 8596139	2) FSE Policy No.: 7713027925-0
	3) Code Business No.: 2751	4) Warning No.:
	5) Date Inspected: Aug/21/96	6) Time: (In) (Out)

7) Owner No.:	8) Jurisdiction No.:	9) National Board No.: (X) Others: ( ) NB774835
10) Nature of Business: Printing and Publishing	11) Kind of Inspection: Ext. (X) Int. ( )	12) Owner: Menasha Corporation

13) Owner Address - Telephone:

P.O. Box 377 San Germán, P.R. 00683

14) User Name - B. / P. V. Location - Address - Telephone:

NJP INSERTCO RD 102 Km 33.2 El Retiro Industrial Park, San Germán, P.R. 00683 Tel-892-1268

15) S. S. No.: 39-1813266	16) Last Inspection Date: Aug/31/95	17) Certificate Posted: (X) Yes ( ) No	18) Type of Boiler / Vessel: Air Tank	19) Year Built: 1987

20) Manufacturer: BUCKEYE	21) Boiler / Vessel Use: Utility	22) Fuel Type: NAP	23) Method of Firing: NAP
24) Pressure Gauge Tested: Yes ( ) No (X)	25) Pressure Allowed: 200 PSI This Inspection: 200 PSI Previous Inspection: 200 PSI		26) Design Pressure: 200 PSI

27) Boiler / Vessel Capacity: 12 Sq Ft	28) Safety Factor: 4	29) Safety Relief Valve: Set at: 200 PSI Total Capacity: 114 SCFM
30) Explain Pressure Change: None	31) Hydrostatic Test: ( ) Yes PSI Date (X) No	

32) CONDITIONS: No Adverse Conditions Noted	33) REQUIREMENTS AND/OR CODE VIOLATIONS: None
34) Last Date to Correct Requirement: None	35) Next Inspection Date: Aug-97

36) Name and Title of Person to Whom Requirements were Explained:

I HEREBY CERTIFY THAT THIS IS A TRUE REPORT OF THE RESULTS OF MY INSPECTION:

Ing. Oberst Mulet – PR -- 054
Inspector Signature

Date: 8/21/96

( ) BOILER (X) INSPECTION CERTIFICATE

(X) PRESSURE VESSEL ( ) INSPECTION REPORT

Code: 063 Production

Hartford Steam Boiler Inspection and Insurance Co. Office 605 A Edificio El Ejecutivo Ponce de León 623 Hato Rey PR 00918 Tel: 787-763-6723	1) Insurance Policy No.: 8596139	2) FSE Policy No.: 7713027925-0
	3) Code Business No.: 2751	4) Warning No.:
	5) Date Inspected: Aug/21/96	6) Time: (In) (Out)

7) Owner No.:	8) Jurisdiction No.:	9) National Board No.: (X) Others: ( ) NB65006505
10) Nature of Business: Printing and Publishing	11) Kind of Inspection: Ext. (X) Int. ( )	12) Owner: Menasha Corporation

13) Owner Address - Telephone:

P.O. Box 377 San Germán, P.R. 00683

14) User Name - B. / P. V. Location - Address - Telephone:

NJP INSERTCO RD 102 Km 33.2 El Retiro Industrial Park, San Germán, P.R. 00683 Tel-892-1268

15) S. S. No.:	16) Last Inspection Date:	17) Certificate Posted:	18) Type of Boiler / Vessel:	19) Year Built:
39-1813266	Aug/31/95	(X) Yes ( ) No	Air Tank	NAV

20) Manufacturer:	21) Boiler / Vessel Use:	22) Fuel Type:	23) Method of Firing:
Toscon	Utility	NAP	NAP

24) Pressure Gauge Tested:	25) Pressure Allowed:	26) Design Pressure:
Yes ( ) No (X)	This Inspection: 70 PSI Previous Inspection: 70 PSI	70 PSI

27) Boiler / Vessel Capacity:	28) Safety Factor:	29) Safety Relief Valve:
4 Sq Ft	4	Set at: 70 PSI Total Capacity: 114 SCFM

30) Explain Pressure Change:	31) Hydrostatic Test:
None	( ) Yes PSI Date (X) No

32) CONDITIONS:	33) REQUIREMENTS AND/OR CODE VIOLATIONS:
No Adverse Conditions Noted	None
34) Last Date to Correct Requirement: None	35) Next Inspection Date: Aug-97

36) Name and Title of Person to Whom Requirements were Explained:

I HEREBY CERTIFY THAT THIS IS A TRUE REPORT OF THE RESULTS OF MY INSPECTION:

Ing. Oberst Mulet -- PR -- 054 Date: 8/21/96

Inspector Signature

( ) BOILER (X) INSPECTION CERTIFICATE

(X) PRESSURE VESSEL ( ) INSPECTION REPORT

Code: 063 Front Yard

Hartford Steam Boiler Inspection and Insurance Co. Office 605 A Edificio El Ejecutivo Ponce de León 623 Hato Rey PR 00918 Tel: 787-763-6723	1) Insurance Policy No.: 8596139	2) FSE Policy No.: 7713027925-0
	3) Code Business No.: 2751	4) Warning No.:
	5) Date Inspected: Aug/21/96	6) Time: (In) (Out)

7) Owner No.:	8) Jurisdiction No.:	9) National Board No.: ( ) Others: (X) 226058
10) Nature of Business: Printing and Publishing	11) Kind of Inspection: Ext. (X) Int. ( )	12) Owner: Menasha Corporation

13) Owner Address - Telephone:

P.O. Box 377 San Germán, P.R. 00683

14) User Name - B. / P. V. Location - Address - Telephone:

NJP INSERTCO RD 102 Km 33.2 El Retiro Industrial Park, San Germán, P.R. 00683 Tel-892-1268

15) S. S. No.:	16) Last Inspection Date:	17) Certificate Posted:	18) Type of Boiler / Vessel:	19) Year Built:
39-1813266	Aug/31/95	(X) Yes ( ) No	Air Tank	1984

20) Manufacturer:	21) Boiler / Vessel Use:	22) Fuel Type:	23) Method of Firing:
MELBEN	Utility	NAP	NAP

24) Pressure Gauge Tested:	25) Pressure Allowed:	26) Design Pressure:
Yes ( ) No (X)	This Inspection: 200 PSI Previous Inspection: 200 PSI	200 PSI

27) Boiler / Vessel Capacity:	28) Safety Factor:	29) Safety Relief Valve:
12 Sq Ft	4	Set at: 200 PSI Total Capacity: 114 SCFM

30) Explain Pressure Change:	31) Hydrostatic Test:
None	( ) Yes PSI Date (X) No

32) CONDITIONS:	33) REQUIREMENTS AND/OR CODE VIOLATIONS:
No Adverse Conditions Noted	None
34) Last Date to Correct Requirement: None	35) Next Inspection Date: Aug-97

36) Name and Title of Person to Whom Requirements were Explained:

I HEREBY CERTIFY THAT THIS IS A TRUE REPORT OF THE RESULTS OF MY INSPECTION:

Ing. Oberst Mulet -- PR -- 054
Inspector Signature

Date: 8/21/96

( ) BOILER (X) INSPECTION CERTIFICATE

(X) PRESSURE VESSEL ( ) INSPECTION REPORT

Code: 063 Back Yard

Hartford Steam Boiler Inspection and Insurance Co. Office 605 A Edificio El Ejecutivo Ponce de León 623 Hato Rey PR 00918 Tel: 787-763-6723	1) Insurance Policy No.: 8596139	2) FSE Policy No.: 7713027925-0
	3) Code Business No.: 2751	4) Warning No.:
	5) Date Inspected: Aug/21/96	6) Time: (In) (Out)

7) Owner No.:	8) Jurisdiction No.:	9) National Board No.: (X) Others: ( ) NB307930
10) Nature of Business: Printing and Publishing	11) Kind of Inspection: Ext. (X) Int. ( )	12) Owner: Menasha Corporation

13) Owner Address - Telephone:

P.O. Box 377 San Germán, P.R. 00683

14) User Name - B. / P. V. Location - Address - Telephone:

NJP INSERTCO RD 102 Km 33.2 El Retiro Industrial Park, San Germán, P.R. 00683 Tel-892-1268

15) S. S. No.: 39-1813266	16) Last Inspection Date: Aug/31/95	17) Certificate Posted: (X) Yes ( ) No	18) Type of Boiler / Vessel: Air Tank	19) Year Built: 1981

20) Manufacturer: BUCKEYE	21) Boiler / Vessel Use: Utility	22) Fuel Type: NAP	23) Method of Firing: NAP
24) Pressure Gauge Tested: Yes ( ) No (X)	25) Pressure Allowed: 200 PSI This Inspection: 200 PSI Previous Inspection: 200 PSI		26) Design Pressure: 200 PSI
27) Boiler / Vessel Capacity: 12 Sq Ft	28) Safety Factor: 4	29) Safety Relief Valve: Set at: 200 PSI Total Capacity: 114 SCFM	
30) Explain Pressure Change: None	31) Hydrostatic Test: ( ) Yes PSI Date (X) No		

32) CONDITIONS: No Adverse Conditions Noted	33) REQUIREMENTS AND/OR CODE VIOLATIONS: None
34) Last Date to Correct Requirement: None	35) Next Inspection Date: Aug-97

36) Name and Title of Person to Whom Requirements were Explained:

I HEREBY CERTIFY THAT THIS IS A TRUE REPORT OF THE RESULTS OF MY INSPECTION:

Ing. Oberst Mulet – PR – 054
Inspector Signature

Date: 8/21/96

GOBIERNO DE PUERTO RICO
COMPAÑIA DE FOMENTO INDUSTRIAL DE PUERTO RICO

355 Ave. F.D. Roosevelt
San Juan, Puerto Rico 00918

Teléfono (809) 758-4747
Facsímil (809) 250-1599

File - Insertco Air - Permits

Nea

360

Air - Permit - Correspondence

Current Permit

26 de junio de 1995

OFICINA ASUNTOS AMBIENTALES
EVALUACION AMBIENT. TERMINADA

Sr. Alexis Rosado
Apartado 513
San Germán, PR 001531

Estimado señor Rosado:

EVALUACION DE ASPECTOS AMBIENTALES

NJP INSERTCO (ANTES INSERT CORP. OF PR, INC.)

EDIFICIO S-0551-0-60 Y EXT., URB. IND. EL RETIRO

SAN GERMAN, PR

CASO: 94-350

Hemos evaluado el posible impacto ambiental del proyecto arriba indicado. esta evaluación se consideraron:

(X) Cuestionario de Localización y Asuntos Ambientales (CLA)

(X) Determinación sobre uso de terrenos (Planificación CFI)

( ) Información suministrada por el industrial o su representante

( ) Visita al proyecto

(X) Otros **Enmienda DN 94-1751 (CFI) evaluada por la Junta de Calidad Ambiental (JCA). Proceso de evaluación finalizó el 6 de junio de 1995.**

Después de la evaluación concluimos que no debe esperarse impacto ambiental significativo como consecuencia del proyecto. La conclusión está condicionada a que se cumpla con las indicaciones incluidas en el Anejo I. (Copia de la carta final de la JCA constituye el Anejo I).

Confiamos que esta comunicación sirva para fomentar esta fuente de empleos.

Cordialmente,

Pedro José Rivera
Director
Oficina de Asuntos Ambientales

Anexo

CJF/crb

c Sra. Carmen T. Pérez Rullán
Ing. Alfredo Pérez Zapata
Sr. Rafael Fabián Náter

CJ

GOBIERNO DE PUERTO RICO
OFICINA DEL GOBERNADOR
JUNTA DE CALIDAD AMBIENTAL

25 JCA Aniversario

ASESORAMIENTO CIENTIFICO

DADA: 1210-95

6 de junio de 1995

Sr. Pedro José Rivera
Director
Oficina de Asuntos Ambientales
Compañía de Fomento Industrial
Apartado 362350
San Juan, Puerto Rico 00936-2350

ASUNTO: ENMIENDA DN 94-1751 (CFI)
NJP INSERTCO (ANTES INSERT COPR. OF PR INC.)
EDIFICIO S-0551-0603 Y EXT.
URB. INDUSTRIAL EL RETIRO
SAN GERMAN, PUERTO RICO
CASO: 94-350

Estimado señor Rivera:

La Junta de Calidad Ambiental ha analizado el documento ambiental sometido, en el cual se describe un cambio de ubicación para establecer sus operaciones en el Edificio S-0551-0-60 y Ext.

Dado que la actividad y operación de manufactura permanecerá idéntica a la descrita en el documento original, esta Junta se reitera en los comentarios emitidos en la comunicación del 27 de marzo de 1995.

Agradecemos su cooperación por mantener y conservar la calidad de nuestro ambiente.

Cordialmente,

por: [signature]
Héctor Russe Martínez
Presidente

RECIBIDO
19 JUN 1995
OEAAA

OAA
S-552

VERDES BOSQUES Y AGUAS CLARAS, AIRE LIMPIO Y NUBES BLANCAS: ¡CUIDAS LA VIDA SI NO LA CONTAMINAS!

JUNTA DE CALIDAD AMBIENTAL

ASESORAMIENTO CIENTIFICO

DADA-0638-95

27 de marzo de 1995

Sr. Pedro José Rivera
Director
Oficina de Asuntos Ambientales
Compañía de Fomento Industrial
San Juan, Puerto Rico

Asunto: DN-94-1751 (CFI)
Insert Corporation of PR, Inc.
Edificio S-0113-0-52
Urb. Industrial El Retiro
San Germán, Puerto Rico
Caso 94-350

Estimado señor Rivera:

La Junta de Calidad Ambiental ha analizado el documento ambiental sometido para el proyecto de referencia.

Entendemos que al presentar el mismo su instrumentalidad ha cumplido con la fase de evaluar el posible impacto ambiental de la acción propuesta, de acuerdo con el Artículo 4 (c) de la Ley sobre Política Pública Ambiental, Ley Número 9 del 18 de junio de 1970, según enmendada. No obstante, para una mejor realización de la acción propuesta, esta Junta emite las siguientes recomendaciones:

1. Si la expansión propuesta conlleva construcción o efectuar algún movimiento de tierra, deben obtener de esta Junta, los siguientes permisos:

   a. Permiso de Fuente de Emisión (PFE) para el polvo fugitivo durante la etapa de construcción.

   b. Para realizar una Actividad Generante de Desperdicios Sólidos (Forma DS-3).

2. Las actividades de operación no deben generar niveles de ruido que sobrepasen los límites establecidos en el Reglamento para el Control de la Contaminación por Ruido.

RECIBIDO
7 APR 1995
OEAAA
2014.

OAA
95-35
[illegible]

Si del proceso de limpieza de la maquinaria a utilizarse. se genera algún desperdicio peligroso. será responsabilidad de la compañía manejarlo de acuerdo al Reglamento para el Control de los Desperdicios Sólidos Peligrosos y No-Peligroso. versión enmendada.

Agradecemos su cooperación por mantener y conservar la calidad de nuestro ambiente.

Cordialmente.

por: [signature]

Héctor Russe Martínez
Presidente

REPORT

ASBESTOS BUILDING SURVEY

INTERCO S551 BUILDING
MENASHA CORPORATION

SAN GERMAN,
PUERTO RICO

February 21, 1996

NOVA CLIENT NO: M-2013/NOVA PROJECT NO: M95-231
LOG-IN NO.: 13424

Nova
Environmental Services, Inc.

360
Asbestos - Survey Report
Permanent

ASBESTOS BUILDING SURVEY
INTERCO S551 BUILDING

MENASHA CORPORATION
SAN GERMAN, PUERTO RICO

NOVA PROJECT NO.: M95-231

February 21, 1996

Prepared for:

MENASHA CORPORATION
1645 BERGSTROM ROAD
NEENAH, WISCONSIN 54957-0367

Prepared by:

NOVA ENVIRONMENTAL SERVICES, INC.
1107 HAZELTINE BOULEVARD
CHASKA, MINNESOTA 55318

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B. Table I, Material Identification Inventory
C. Table II, Material Sample Analysis
D. Area Location Plans
E. Methods of Analysis

EXECUTIVE SUMMARY

Nova Environmental Services, Inc. (Nova) was retained by the Menasha Corporation to inspect the Interco S551 Building located in San German, Puerto Rico, for asbestos-containing materials (ACM).

The survey was comprehensive and included all known areas and materials in the facility, including exterior building components. Suspect materials were inventoried by EPA certified building inspector, Erik Sundbo.

Bulk samples of the suspect materials were collected during the site inspection which was conducted on October 20, 1995, and submitted to Nova's NVLAP accredited laboratory for analysis to determine asbestos content.

Laboratory analysis of twenty (20) bulk samples of friable and non-friable suspect ACM revealed asbestos content in five (5) material types. One additional material type, thermal system insulation, was not sampled but is assumed to be ACM. The following summarizes the ACM identified in the facility.

Description	Location
Transite	Exterior, back side - former high voltage area
Expansion Joint Tar	Exterior, front cement drain eve
Roof Flashing	Main roof field
Parameter Roofing	Main roof field
Built-up Roofing	Main roof field

A more complete discussion of identified ACM can be found in the Observations Section 2.0 and the data tables included in the appendices.

Suspect materials and locations not sampled during this survey include fire doors, fluorescent light fixtures, boilers, and the spaces within sheetrock and block walls. These areas would require intrusive or destructive sampling.

The above spaces and materials do exist in the facility and must be inspected **prior** to renovation, demolition, or building material alteration to ensure that there are no suspect materials concealed within them. If any material is encountered during renovation, demolition, or building material alteration, it should be reported to the facilities competent person or plant environmental coordinator and assumed to contain asbestos until demonstrated otherwise.

The asbestos-containing materials identified in this report were currently in good condition with the exception of the thermal system insulation, which was damaged in some areas. In the event that these materials exhibit any damage, the appropriate plant personnel must be notified immediately.

In accordance with OSHA requirements, Menasha Corporation facilities must communicate the hazard of asbestos-containing materials to employees, contractors, and vendors working in the building.

The Environmental Protection Agency's National Emission Standard for Hazardous Air Pollutants (NESHAPs) dictates that all friable ACM (ceiling tile, thermal insulation) and non-friable ACM that may become friable during renovation or demolition (floor tile, mastic, asbestos cement duct) be removed from a building prior to renovation or demolition if the renovation or demolition activities are expected to impact such materials.

The removal, maintenance, repair, or any disturbance of asbestos-containing materials is highly regulated by the above agencies. It is imperative that the appropriate facility personnel be notified prior to the impact of asbestos-containing materials to ensure that all regulatory and health and safety requirements are fulfilled.

Failure to comply with the regulations outlined by EPA and OSHA can lead to personal and corporate liabilities resulting in potential fines and/or imprisonment.

1.0 INTRODUCTION

Nova Environmental Services, Inc. (Nova) has completed an asbestos survey of the Interco S551 Building, located in San German, Puerto Rico.

The purpose of the survey was to locate and sample suspect asbestos-containing materials (ACM) within the building. The survey was conducted on October 20, 1995, by EPA-certified building inspector Erik Sundbo.

Nova identified and categorized suspect ACM into three groups: 1) thermal insulation including pipe, HVAC insulation and elbow and joint compounds; 2) sprayed-on or troweled-on surfacing material including acoustical plaster, soundproofing, fireproofing, and decorative materials; and 3) other materials including ceiling tile and floor tile.

Bulk samples of suspect materials were collected in a random and unbiased manner to ensure high confidence in the results. Sufficient representative bulk samples of suspect materials were collected to determine the extent of ACM present throughout the building. The bulk samples were analyzed by Nova's NVLAP accredited laboratory utilizing polarized-light microscopy (PLM) techniques.

This report summarizes our observations.

2.0 OBSERVATIONS

The following suspect ACM was identified and sampled in the building:

Description	Location
Cement/Transite Board	Exterior, back side, former high voltage transformer area
Parameter Roofing With Coating	Main roof field
Flashing Tar for Roof Exhaust	Main roof field
Tar for Expansion Joints	Exterior, front cement drain eve
Built-up Roofing	Main roof field

Nova's observations for each material containing asbestos follows. The actual room-by-room inventory can be found in Appendix B Table I, Material Identification and Inventory.

2.1 Transite

Asbestos was detected in the cement/transite board. The transite is in good condition and is considered non-friable.

2.2 Roofing Tars

Asbestos was detected in the flashing and expansion joint tar. The material is non-friable and currently in good condition.

2.3 Roofing Materials

Asbestos was detected in the built-up roofing and the parameter roofing with coating. The material is non-friable and in good condition.

2.4 Presumed Asbestos-Containing Materials

Suspect materials not sampled during this survey include:

- fire doors
- fluorescent light fixtures

2.5 Materials and Areas not Surveyed

This building inspection did not include destructive survey techniques. Ceilings or wall spaces enclosed by sheetrock and pipechases, where no access was available, were not inspected.

Any unidentified materials found in these spaces or other areas which are similar in terms of color, texture, or date of application to identified asbestos-containing materials should be assumed to contain asbestos and precautions taken to avoid disturbance.

If an unidentified material is encountered during renovation or demolition, contact the plant environmental coordinator or facility competent person. The material must be assumed to contain asbestos and handled as ACM until demonstrated otherwise.

3.0 RECOMMENDATIONS

Thermal system insulation was not sampled during this survey. It is assumed to be ACM and should be treated as such. The asbestos-containing materials identified in this survey report were in good condition with the exception of the thermal system insulation, which was damaged in some areas. In the event that these materials exhibit any damage, the appropriate plant personnel must be notified immediately.

In accordance with OSHA requirements, Menasha Corporation facility must communicate the hazard of asbestos-containing materials to employees, contractors, and vendors working in the building.

The Environmental Protection Agency's National Emission Standard for Hazardous Air Pollutants (NESHAPs) dictates that all friable ACM (ceiling tile, thermal insulation), and non-friable ACM that may become friable during renovation or demolition, (floor tile, mastic, asbestos cement air ducts) be removed from a building prior to renovation or demolition if the renovation or demolition activities are expected to impact such materials.

4.0 APPENDICES

A. Table Format Explanation

B. Table I, Material Identification Inventory

C. Table II, Material Sample Analysis

D. Area Location Plans

E. Methods of Analysis

APPENDIX A

TABLE FORMAT EXPLANATION

TABLE FORMAT EXPLANATION

The field data and the laboratory results are presented in the following tabular format:

Table I: Material Identification Inventory

- A room by room inventory of material types, quantity, conditions and potential for future disturbance.

Table II: Material Sample Analysis

- Indicates the location of bulk sample collection, material description and approximate percentage and type of fibers present.

TABLE I KEY

Material Code (Mat'l Code) - Asbestos-containing materials are categorized into three main types:

1) Surfacing Material (S): Material in a building that is sprayed-on, trowelled-on, or otherwise applied to surfaces.

2) Thermal System Insulation (T): Material applied to pipes, fittings, tanks, ducts, etc., to prevent heat loss or gain or serve as condensation control.

3) Miscellaneous Material (M): Material on interior structural components, structural members or fixtures, but not including surfacing materials and thermal insulators (e.g., floor and ceiling tiles).

Material Identification - Description of the material found in the location. (NOTE: Pipe diameters are approximate, outside diameters of the insulating materials).

Asbestos Content (Yes/ND) - This column specifies whether or not the bulk sample, or referenced bulk sample, for the described material tested contains >1% asbestos. ND means "No Asbestos Detected".

Reference Sample Number - The sample number refers to the number assigned to the set of samples collected for the homogeneous material described (refer to Table II).

Quantity - The amount of material present

Unit - The parameters of each quantity expressed as follows:

1) Square Feet (sf)

2) Linear Feet (lf)

Physical Assessment - This column is divided into two sections describing the condition of the material at the time of the survey.

The first column expressed the friability of the material as follows:

1) Friable (F) - The material can be pulverized and reduced to a powder by manual pressure when dry; this could include damaged non-friable materials.

2) Non-Friable (N) - The material can not be crumbled using hand pressure.

The second column expressed the conditions of the material at the time of the survey as follows:

1) N - Not Damaged
2) D - Damaged, the material has deteriorated or sustained physical injury such that it is not intact, less than 25% localized damage or less than 10% overall damage.

3) S - Significantly Damaged, the damage is extensive and severe, the asbestos-containing material has sustained greater than 25% localized damage or greater than 10% overall damage.

Damage Potential - This is a group of four columns that address the potential for the material to be disturbed/damaged in the future as follows:

N - No Potential for damage
D - Potential for damage
S - Potential for significant damage

1) **Water Damage (Water)**: This is determined by function of the system that is insulated, the presence of leaking pipes, roofs, etc. in the vicinity of the material.

2) **Air Erosion (Air)**: The potential for air erosion to a material is determined by the movement of air in the area of the material and the relationship between the friability of the material and its location in respect to air plenums and air streams.

3) **Vibrational Damage (Vib)**: This type of damage potential is determined by the presence of sounds, motors, mechanical equipment or other vibrational disturbances.

4) **Accessibility (Acc)**: This column indicates the general use patterns of the area and the potential for contact with the material abbreviated as follows:

I - Inaccessible, can not be reached, enclosed
O&M - Routine contact by operations and maintenance workers
GEN - Generally accessible, routine contact by any building occupant

Condition Rating: This is a 0-4 number assigned to summarize the data across the line. The condition ratings are primarily used in conjunction with a phased abatement program where the highest priority materials (Condition rating 4) are removed first and materials with lower condition ratings are managed under an Operations and Maintenance Plan. An explanation of each condition rating is as follows:

0 - NON-ASBESTOS-CONTAINING MATERIAL: The material does not contain detectable levels (1%) of asbestos and requires no further action.

1 - ASBESTOS-CONTAINING MATERIAL (NON-FRIABLE): The material contains asbestos and is non-friable. Avoid cutting, sanding, drilling or otherwise abrading the material. The material should be monitored under an O&M program.

2 - ASBESTOS-CONTAINING MATERIAL (FRIABLE): The material contains asbestos and is friable. No damage was observed. The material should be monitored under an O&M program.

3 - ASBESTOS-CONTAINING MATERIAL (FRIABLE, DAMAGED): The material contains asbestos and is friable. Localized damage and the potential for disturbance was observed. Repair (encapsulation, enclosure, encasement) or removal of the material is recommended. Repaired materials should be monitored under an O&M program.

4 - ASBESTOS-CONTAINING MATERIAL (FRIABLE, SIGNIFICANTLY DAMAGED): The material contains asbestos and is friable. Extensive damage and significant potential for disturbance was observed. Immediate removal of the material is recommended.

TABLE II

Sample Number: The sample number refers to the number assigned to the set of samples taken from a single homogeneous material. The letter following the number identifies samples individually within a homogeneous sample series (e.g. "A", "B", and "C" for three samples of one floor tile type).

Location: The area or room where the sample was collected. Location is identified with 3 coordinates. First two coordinates refer to position relative to north, east, south, and west. Third coordinate refers to the height of the sample location.

Material Identification: This column is a written description of the material that was sampled.

Percent and Type Asbestos: This is a detailed breakdown of approximate percentage and mineral species of asbestos found during bulk sample analysis.

Percent and Type Non-Asbestos and Percent Non-Fibrous Constituents: Listing of approximate percentage of the remaining material found during bulk sample analysis.

APPENDIX B

TABLE I, MATERIAL IDENTIFICATION AND INVENTORY

TABLE I
Material Identification Inventory

Nova Environmental Services, Inc
1107 Hazeltine Boulevard
Suite 400
Chaska, MN 55318

CLIENT NO.: M-2013
PROJECT NO.: M95-231
LOG-IN NO.: 13424

Building Name: MENASHA - SAN GERMAN
INSERTCO S551 BUILDING, SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 20, 1995

LOCATION	MAT'L CODE	MATERIAL IDENTIFICATION	ASBESTOS CONTENT (YES/ND)	REFERENCE SAMPLE NO. (TABLE II)	QTY.	UNIT	PHYSICAL ASSESS.		DAMAGE POTENTIAL				CONDITION RATING
							FRI	COND	WATER	AIR	VIB	ACC	
WAREHOUSE													
	M	CEMENT ENCASEMENT	ND	1	675	SF							0
	M	CAULKING COMPOUND ON DUCTS	ND	2	NQ								0
	M	FIRE HOSE (NEW)	NS		2	EA							0
	M	FIRE DOORS	NS	ASSUME	2	EA							0
	M	DUCT SEAM TAPE	ND	3	1,300	LF							0
		* WALLS, CEILING AND FLOOR ALL CEMENT WITH METAL LOUVERED WINDOWS											
RESTROOMS													0
	M	CERAMIC FLOORING	NS		960	SF							0
SINK ROOM													0
		NO SUSPECT MATERIALS PRESENT											0
BUILDING EXTERIOR													0
	M	PLASTER TEXTURE	ND	4	250	SF							0
	M	CERAMIC GROUT	ND	5	150	SF							0
	M	MASTIC ON CEMENT	ND	7	2	SF							0
	M	TAR/FELT EXPANSION JOINT IN CONCRETE	ND	8	12	SF							0
	M	CEMENT DRAINPIPE	ND	9	1	EA							0
	M	12"X12" BEIGE FLOOR TILE W/TAN MASTIC	ND	10	150	SF							0
	M	12"X12" BEIGE FLOOR TILE W/BLACK MASTIC	ND	11	175	SF							0
	M	PLASTER COATING	ND	12	1,100	SF							0
HIGH VOLTAGE TRANSFORMER AREA													
	M	TRANSITE BOARD	YES	13	225	SF	N	N	N	N	N	O&M	1

ND = None Detected NQ = Could Not Determine Quantity NS = Not Sampled

TABLE I
Material Identification Inventory

Nova Environmental Services, Inc
1107 Hazeltine Boulevard
Suite 400
Chaska, MN 55318

CLIENT NO.: M-2013
PROJECT NO.: M95-231
LOG-IN NO.: 13424

Building Name: MENASHA - SAN GERMAN
INSERTCO S551 BUILDING, SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 20, 1995

LOCATION	MAT'L CODE	MATERIAL IDENTIFICATION	ASBESTOS CONTENT (YES/ND)	REFERENCE SAMPLE NO. (TABLE II)	QTY.	UNIT	PHYSICAL ASSESS.		DAMAGE POTENTIAL				CONDITION RATING
							FRI	COND	WATER	AIR	VIB	ACC	
ROOF													0
	M	ROOFING TAR OVER CONCRETE	ND	14	150	SF							0
	M	BUILT-UP ROOFING (FIELD) ON RESTROOMS	ND	15	150	SF							0
	M	PARIMETER ROOF COATING	YES	16	880	SF	N	N	N	N	N	O&M	1
	M	FLASHING TAR FOR ROOF EXHAUSTS	YES	17	80	SF	N	N	N	N	N	O&M	1
	M	TAR FOR EXPANSION JOINTS ON CEMENT EVE	YES	18	4	SF	N	N	N	N	N	O&M	1
	M	ASPHAULT PATCHING ON MAIN ROOF	ND	6	NQ								0
	M	GREEN ASPHAULT SHINGLES W/ROOF TAR	ND	19	4	SF							0
	M	BUILT-UP MAIN ROOFING FIELD	YES	20	30,250	SF							0

ND = None Detected NQ = Could Not Determine Quantity NS = Not Sampled

APPENDIX C

TABLE II, MATERIAL SAMPLE ANALYSIS

BULK SAMPLE ANALYSIS RESULTS

Nova Environmental Services, Inc.
1107 Hazeltine Boulevard, Suite 400
Chaska, MN 55318

CLIENT NO: M-2013
PROJECT NO: M95-231
LOG-IN NO: 13424
ANALYTICAL METHOD: PLM with Dispersion Staining

Project Location: MENASHA - SAN GERMAN
INSERTCO S551 BUILDING, SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 20, 1995

SAMPLE NUMBER	LOCATION	SAMPLE DESCRIPTION	ASBESTOS FIBER PERCENT	ASBESTOS FIBER TYPE	NON-ASBESTOS FIBER PERCENT	NON-ASBESTOS FIBER TYPE	PERCENT NONFIBROUS MATERIAL
1	CENTRAL INTERIOR	CEMENT BEAM ENCASEMENT	ND		ND		100 - CACO
2	CENTRAL INTERIOR	CAULKING COMPOUND (DUCT SEALANT)	ND		ND		100 - OTHER
3	CENTRAL INTERIOR	DUCT SEAM TAPE	ND		60	CELLULOSE	40 - OTHER
4	EXTERIOR TEXTURED CEILING PILLA	CEMENT/PLASTER	ND		ND		100 - CACO
5	EXTERIOR ENTRY	CERAMIC FLOOR TILE GROUTING	ND		ND		100 - CACO
6	MAIN ROOF	ASPHALT PATCHING MATERIAL/TAR	ND		10	FIBROUS GLASS	90 - OTHER
7	EXTERIOR, BY WEST TRANE UNIT CONCRETE SLAB, BACK SIDE	MASTIC ON CEMENT	ND		ND		100 - OTHER
8	EXTERIOR, CONCRETE SLAB BACK SIDE IN MIDDLE	TAR/FELT EXPANSION JOINT (IN CONCRETE)	ND		5	CELLULOSE	95 - OTHER
9	EXTERIOR, CONCRETE SLAB BACK SIDE IN MIDDLE	DRAIN PIPES	ND		ND		100 - OTHER
10	EXTERIOR, ON CONCRETE SLAB EAST SIDE	12"X12" BEIGE FLOOR TILE	ND		ND		100 - CACO
		TAN MASTIC	ND		ND		100 - OTHER

ND = None Detected NT = Not Tested TR = Trace

BULK SAMPLE ANALYSIS RESULTS

Nova Environmental Services, Inc.
1107 Hazeltine Boulevard, Suite 400
Chaska, MN 55318

CLIENT NO: M-2013
PROJECT NO: M95-231
LOG-IN NO: 13424
ANALYTICAL METHOD: PLM with Dispersion Staining

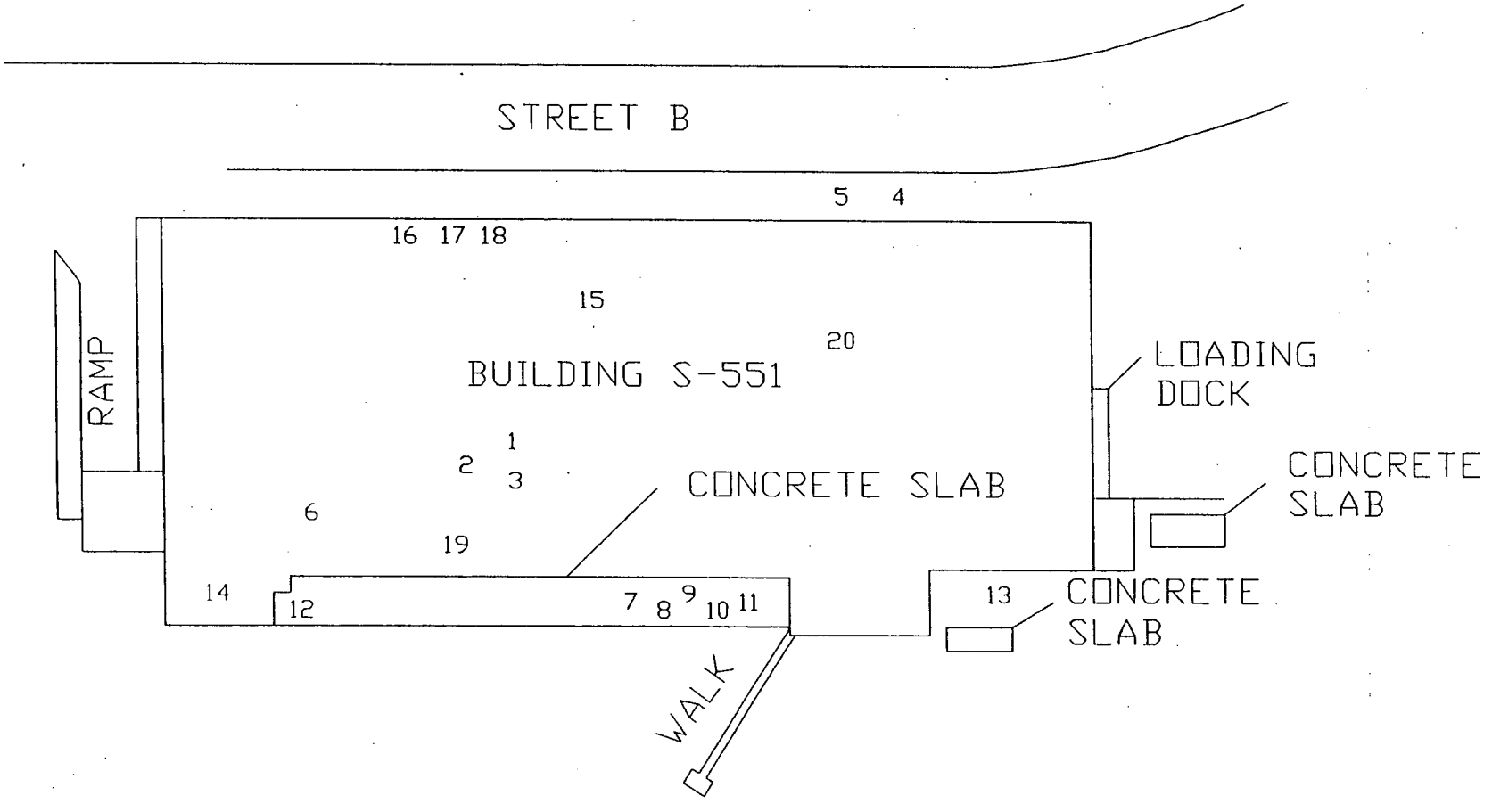
Project Location: MENASHA - SAN GERMAN
INSERTCO S551 BUILDING, SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 20, 1995

SAMPLE NUMBER	LOCATION	SAMPLE DESCRIPTION	ASBESTOS FIBER PERCENT	ASBESTOS FIBER TYPE	NON-ASBESTOS FIBER PERCENT	NON-ASBESTOS FIBER TYPE	PERCENT NONFIBROUS MATERIAL
11	EXTERIOR, ON CONCRETE SLAB	12"X12" BEIGE FLOOR TILE	ND		ND		100 - CACO
	EAST SIDE	BLACK MASTIC	ND		10	POLYETHYLENE	90 - OTHER
12	EXTERIOR, BACK SIDE, WEST ENTRY	CEMENT/PLASTER	ND		3	CELLULOSE	97 - CACO
13	EXTERIOR, BACK SIDE, WEST ENTRY	CEMENT/TRANSITE BOARD	35	CHRYSOTILE	ND		65 - CACO
	HIGH VOLTAGE TRANSFORMER AREA						
14	ROOF, LOWER OVER RESTROOMS	ROOF TAR (OVER CONCRETE)	ND		15	CELLULOSE	85 - OTHER
15	MAIN ROOF FIELD	BUILT-UP ROOFING	ND		ND		100 - OTHER
16	MAIN ROOF FIELD	PARAMETER ROOFING W/COATING	15	CHRYSOTILE	10	CELLULOSE	70 - OTHER
					5	FIBROUS GLASS	
17	MAIN ROOF FIELD	FLASHING TAR FOR ROOF EXHAUSTS	20	CHRYSOTILE	10	FIBROUS GLASS	70 - OTHER
18	EXTERIOR, FRONT CEMENT DRAIN E	TAR FOR EXPANSION JOINT	20	CHRYSOTILE	ND		80 - OTHER
19	MAIN ROOF	GREEN ASPHALT SHINGLE ROOF CAP W/TAR	ND		40	CELLULOSE	60 - OTHER
20	MAIN ROOF FIELD	BUILT-UP ROOFING	60	CHRYSOTILE	10	CELLULOSE	30 - OTHER

ND = None Detected NT = Not Tested TR = Trace

APPENDIX D

AREA LOCATION PLANS



SAMPLE LOCATION DRAWING
INSERTCO BUILDING S-551
SAN GERMAN, PUERTO RICO
MENASHA CORPORATION

M2013/M95-231

Nova
Environmental Services, Inc.

FEB - 96

13424

APPENDIX E
METHODS OF ANALYSIS

Representative samples of suspect materials (thermal system insulation, surfacing material, miscellaneous floor and ceiling material) were obtained by removing a small amount of each material and placing it in a whirl-pak bag. Prior to sampling, the material was wetted with amended water (water with an agent added to decrease surface tension and thus increase water's ability to "wet" or penetrate bulk material) reducing fiber release to the environment during the sampling process. Sections of the thermal insulation damaged during sampling were repaired with an Environmental Protection Agency (EPA) recommended encapsulant. Where possible, the sample location was marked with "Nova" and the appropriate sample number for future reference. Sample locations are listed on Table II.

The samples were analyzed by Nova lab personnel using polarized-light microscopy methods described in "Routine Detections and Identification of Asbestos" (Walter C. McCrone, McCrone Research Institute) and "Method for the Determination of Asbestos in Bulk Building Materials"; EPA/600/R-93/116, to verify the presence or absence of asbestos fibers and distinguish between the following asbestos types: actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite.

Nova's laboratory Quality Assurance program defines the limits of reliability and applicability of date while assuring it's validity. The Quality Control program assures the accuracy of data and establishes procedures for early detection and prompt correction of potential problems. Laboratory QA/QC procedures include:

- Complete documentation, including chain of custody records and immediate log-in and archiving of samples.

- Contamination prevention, including adherence to good laboratory practices and periodic testing.

- Regular calibration of analytical equipment, including daily adjustment of microscopes in accordance with NIOSH standards.

- Standard operating procedures for precision and bias analysis, blind sample analysis, internal proficiency testing, and correction of deficiencies.

The Environmental Protection Agency (EPA) requires that any sample with an asbestos content estimated to be less than 10 percent by a method other than point counting, such as visual estimation, shall be repeated using the point counting technique with PLM. However, if the laboratory detects asbestos in the samples and estimates the amount by visual estimation to be less than 10 percent, the owner or operator of the building may elect to treat the material as asbestos-containing. A sample in which no asbestos is detected does not require repeat analysis using point counting techniques with PLM. Samples analyzed for this survey with values less than 10 percent have not been point counted and have been assumed to contain asbestos greater than 1 percent.

REPORT

ASBESTOS BUILDING SURVEY

INTERCO MAIN PLANT
MENASHA CORPORATION

SAN GERMAN, PUERTO RICO

February 21, 1996

NOVA CLIENT NO: M-2013/NOVA PROJECT NO: M95-231
LOG-IN NO.: 13423

Nova
Environmental Services, Inc.

360
Asbestos - Survey Report
Permanent

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Appendix

A. Table Format Explanation
B. Table I, Material Identification Inventory
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E. Methods of Analysis

ASBESTOS BUILDING SURVEY
INTERCO MAIN PLANT
MENASHA CORPORATION
SAN GERMAN, PUERTO RICO

NOVA PROJECT NO.: M95-231

February 21, 1996

Prepared for:

MENASHA CORPORATION
1645 BERGSTROM ROAD
NEENAH, WISCONSIN 54957-0367

Prepared by:

NOVA ENVIRONMENTAL SERVICES, INC.
1107 HAZELTINE BOULEVARD
CHASKA, MINNESOTA 55318

EXECUTIVE SUMMARY

Nova Environmental Services, Inc. (Nova) was retained by the Menasha Corporation to inspect the Interco Main Plant located in San German, Puerto Rico, for asbestos-containing materials (ACM).

The survey was comprehensive and included all known areas and materials in the facility, including exterior building components. Suspect materials were inventoried by EPA certified building inspector, Erik Sundbo.

Bulk samples of the suspect materials were collected during the site inspection which was conducted on September 19, 1995, and submitted to Nova's NVLAP accredited laboratory for analysis to determine asbestos content.

Laboratory analysis of twenty-four (24) bulk samples of friable and non-friable suspect ACM revealed asbestos content in four (4) material types. The following summarizes the ACM identified in the facility.

Description	Location
Black Construction Mastic	Duplo
Transite	Building Exterior
Roof Tar	Southeast Roof Field
Tar and Felt Build-Up Material	Main Roof Field

A more complete discussion of identified ACM can be found in the Observations Section 2.0 and the data tables included in the appendices.

Suspect materials and locations not sampled during this survey include fire doors, fluorescent light fixtures, boilers, and the spaces within sheetrock and block walls. These areas would require intrusive or destructive sampling.

The above spaces and materials do exist in the facility and must be inspected **prior** to renovation, demolition, or building material alteration to ensure that there are no suspect materials concealed within them. If any material is encountered during renovation, demolition, or building material alteration, it should be reported to the facilities competent person or plant environmental coordinator and assumed to contain asbestos until demonstrated otherwise.

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Failure to comply with the regulations outlined by EPA and OSHA can lead to personal and corporate liabilities resulting in potential fines and/or imprisonment.

1.0 INTRODUCTION

Nova Environmental Services, Inc. (Nova) has completed an asbestos survey of the Interco Main Plant, located in San German, Puerto Rico.

The purpose of the survey was to locate and sample suspect asbestos-containing materials (ACM) within the building. The survey was conducted on September 19, 1995, by EPA-certified building inspector Erik Sundbo.

Nova identified and categorized suspect ACM into three groups: 1) thermal insulation including pipe, HVAC insulation and elbow and joint compounds; 2) sprayed-on or troweled-on surfacing material including acoustical plaster, soundproofing, fireproofing, and decorative materials; and 3) other materials including ceiling tile and floor tile.

Bulk samples of suspect materials were collected in a random and unbiased manner to ensure high confidence in the results. Sufficient representative bulk samples of suspect materials were collected to determine the extent of ACM present throughout the building. The bulk samples were analyzed by Nova's NVLAP accredited laboratory utilizing polarized-light microscopy (PLM) techniques.

This report summarizes our observations.

2.0 OBSERVATIONS

The following suspect ACM was identified and sampled in the building:

Description	Location
Black Mastic Under 12"x12" Beige with Black and white Streaks Floor Tile	Duplo
Cement/Transite Panels	Building Exterior
Roof Tar	Southeast Roof Field
Built-up Roof - Tar and Felt	Main Roof Field

Nova's observations for each material containing asbestos follows. The actual room-by-room inventory can be found in Appendix B Table I, Material Identification and Inventory.

2.1 Floor Tile Mastic

Asbestos was detected in the black floor tile mastic. Mastic found under the following color of floor tile contains asbestos:

- Black mastic under 12"x12" beige with black and white streaks floor tile (the tile itself does not contain asbestos).

The mastic is in good condition and is considered non-friable.

2.2 Transite

Asbestos was detected in the cement/transite panels. The transite is in good condition and is considered non-friable.

2.3 Roof Tar

Asbestos was detected in the roof tar. The material is non-friable and currently in good condition.

2.4 Roofing Materials

Asbestos was detected in the the built-up roofing and the tar and felt built-up roofing material. The material is non-friable and in good condition.

2.5 Presumed Asbestos-Containing Materials

Suspect materials not sampled during this survey include:

- fire doors
- fluorescent light fixtures
- boilers

2.6 Materials and Areas not Surveyed

This building inspection did not include destructive survey techniques. Ceilings or wall spaces enclosed by sheetrock and pipechases, where no access was available, were not inspected.

Any unidentified materials found in these spaces or other areas which are similar in terms of color, texture, or date of application to identified asbestos-containing materials should be assumed to contain asbestos and precautions taken to avoid disturbance.

If an unidentified material is encountered during renovation or demolition, contact the plant environmental coordinator or facility competent person. The material must be assumed to contain asbestos and handled as ACM until demonstrated otherwise.

3.0 RECOMMENDATIONS

The asbestos-containing materials identified in this survey report were in good condition. In the event that these materials exhibit any damage, the appropriate plant personnel must be notified immediately.

In accordance with OSHA requirements, Menasha Corporation facility must communicate the hazard of asbestos-containing materials to employees, contractors, and vendors working in the building.

The Environmental Protection Agency's National Emission Standard for Hazardous Air Pollutants (NESHAPs) dictates that all friable ACM (ceiling tile, thermal insulation), and non-friable ACM that may become friable during renovation or demolition, (floor tile, mastic, asbestos cement air ducts) be removed from a building prior to renovation or demolition if the renovation or demolition activities are expected to impact such materials.

4.0 APPENDICES

A. Table Format Explanation

B. Table I, Material Identification Inventory

C. Table II, Material Sample Analysis

D. Area Location Plans

E. Methods of Analysis

APPENDIX A

TABLE FORMAT EXPLANATION

TABLE FORMAT EXPLANATION

The field data and the laboratory results are presented in the following tabular format:

Table I: Material Identification Inventory

- A room by room inventory of material types, quantity, conditions and potential for future disturbance.

Table II: Material Sample Analysis

- Indicates the location of bulk sample collection, material description and approximate percentage and type of fibers present.

TABLE I KEY

Material Code (Mat'l Code) - Asbestos-containing materials are categorized into three main types:

1) Surfacing Material (S): Material in a building that is sprayed-on, trowelled-on, or otherwise applied to surfaces.

2) Thermal System Insulation (T): Material applied to pipes, fittings, tanks, ducts, etc., to prevent heat loss or gain or serve as condensation control.

3) Miscellaneous Material (M): Material on interior structural components, structural members or fixtures, but not including surfacing materials and thermal insulators (e.g., floor and ceiling tiles).

Material Identification - Description of the material found in the location. (NOTE: Pipe diameters are approximate, outside diameters of the insulating materials).

Asbestos Content (Yes/ND) - This column specifies whether or not the bulk sample, or referenced bulk sample, for the described material tested contains >1% asbestos. ND means "No Asbestos Detected".

Reference Sample Number - The sample number refers to the number assigned to the set of samples collected for the homogeneous material described (refer to Table II).

Quantity - The amount of material present

Unit - The parameters of each quantity expressed as follows:

1) Square Feet (sf)

2) Linear Feet (lf)

Physical Assessment - This column is divided into two sections describing the condition of the material at the time of the survey.

The first column expressed the friability of the material as follows:

1) Friable (F) - The material can be pulverized and reduced to a powder by manual pressure when dry; this could include damaged non-friable materials.

2) Non-Friable (N) - The material can not be crumbled using hand pressure.

The second column expressed the conditions of the material at the time of the survey as follows:

1) N - Not Damaged
2) D - Damaged, the material has deteriorated or sustained physical injury such that it is not intact, less than 25% localized damage or less than 10% overall damage.

3) S - Significantly Damaged, the damage is extensive and severe, the asbestos-containing material has sustained greater than 25% localized damage or greater than 10% overall damage.

Damage Potential - This is a group of four columns that address the potential for the material to be disturbed/damaged in the future as follows:

N - No Potential for damage
D - Potential for damage
S - Potential for significant damage

1) **Water Damage (Water)**: This is determined by function of the system that is insulated, the presence of leaking pipes, roofs, etc. in the vicinity of the material.

2) **Air Erosion (Air)**: The potential for air erosion to a material is determined by the movement of air in the area of the material and the relationship between the friability of the material and its location in respect to air plenums and air streams.

3) **Vibrational Damage (Vib)**: This type of damage potential is determined by the presence of sounds, motors, mechanical equipment or other vibrational disturbances.

4) **Accessibility (Acc)**: This column indicates the general use patterns of the area and the potential for contact with the material abbreviated as follows:

I - Inaccessible, can not be reached, enclosed
O&M - Routine contact by operations and maintenance workers
GEN - Generally accessible, routine contact by any building occupant

Condition Rating: This is a 0-4 number assigned to summarize the data across the line. The condition ratings are primarily used in conjunction with a phased abatement program where the highest priority materials (Condition rating 4) are removed first and materials with lower condition ratings are managed under an Operations and Maintenance Plan. An explanation of each condition rating is as follows:

0 - NON-ASBESTOS-CONTAINING MATERIAL: The material does not contain detectable levels (1%) of asbestos and requires no further action.

1 - ASBESTOS-CONTAINING MATERIAL (NON-FRIABLE): The material contains asbestos and is non-friable. Avoid cutting, sanding, drilling or otherwise abrading the material. The material should be monitored under an O&M program.

2 - ASBESTOS-CONTAINING MATERIAL (FRIABLE): The material contains asbestos and is friable. No damage was observed. The material should be monitored under an O&M program.

3 - ASBESTOS-CONTAINING MATERIAL (FRIABLE, DAMAGED): The material contains asbestos and is friable. Localized damage and the potential for disturbance was observed. Repair (encapsulation, enclosure, encasement) or removal of the material is recommended. Repaired materials should be monitored under an O&M program.

4 - ASBESTOS-CONTAINING MATERIAL (FRIABLE, SIGNIFICANTLY DAMAGED): The material contains asbestos and is friable. Extensive damage and significant potential for disturbance was observed. Immediate removal of the material is recommended.

TABLE II

Sample Number: The sample number refers to the number assigned to the set of samples taken from a single homogeneous material. The letter following the number identifies samples individually within a homogeneous sample series (e.g. "A", "B", and "C" for three samples of one floor tile type).

Location: The area or room where the sample was collected. Location is identified with 3 coordinates. First two coordinates refer to position relative to north, east, south, and west. Third coordinate refers to the height of the sample location.

Material Identification: This column is a written description of the material that was sampled.

Percent and Type Asbestos: This is a detailed breakdown of approximate percentage and mineral species of asbestos found during bulk sample analysis.

Percent and Type Non-Asbestos and Percent Non-Fibrous Constituents: Listing of approximate percentage of the remaining material found during bulk sample analysis.

APPENDIX B

TABLE I, MATERIAL IDENTIFICATION AND INVENTORY

TABLE I
Material Identification Inventory

Nova Environmental Services, Inc
1107 Hazeltine Boulevard
Suite 400
Chaska, MN 55318

CLIENT NO.: M-2013
PROJECT NO.: M95-231
LOG-IN NO.: 13424

Building Name: MENASHA - INSERTCO
SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

LOCATION	MAT'L CODE	MATERIAL IDENTIFICATION	ASBESTOS CONTENT (YES/ND)	REFERENCE SAMPLE NO. (TABLE II)	QTY.	UNIT	PHYSICAL ASSESS. FRI	PHYSICAL ASSESS. COND	DAMAGE POTENTIAL WATER	DAMAGE POTENTIAL AIR	DAMAGE POTENTIAL VIB	DAMAGE POTENTIAL ACC	CONDITION RATING
CAFETERIA													0
	M	CEMENT WALLS	ND	NS	NQ								0
	M	FORMICA COUNTER	ND	NS	NQ								0
ALMACEN													0
	M	CEMENT WALLS, FLOORS AND CEILING	ND	NS	NQ								0
PRESNA AREA													0
	M	12"X12" TAN FLOOR TILE W/BROWN AND WHITE STREAKS	ND	3	12,075	SF							0
	M	TAN FLOOR TILE MASTIC	ND	3	12,075	SF							0
DUPLO													0
	M	12"X12" BEIGE FLOOR TILE W/BLACK MASTIC	YES	1	700	SF	N	N	N	N	N	GEN	1
COMMERICAL AREA													0
	M	12"X12" BEIGE FLOOR TILE W/BLACK, WHITE AND ORANGE	ND	2	588	SF							0
	M	TAN MASTIC	ND	2	588	SF							0
	M	2'X4' FIBERGLASS BACK CEILING TILE	ND	5	588	SF							0
	M	TEXTURED PAINT	ND	7	NQ								0
BANO 1													0
	M	CERAMIC TILE	ND	NS	NQ								0
	M	CERANIC TILE GROUT	ND	9	NQ								0
	M	TEXTURED PAINT - YELLOW	ND	8	NQ								0

ND = None Detected NQ = Could Not Determine Quantity NS = Not Sampled

TABLE I
Material Identification Inventory

Nova Environmental Services, Inc
1107 Hazeltine Boulevard
Suite 400
Chaska, MN 55318

CLIENT NO.: M-2013
PROJECT NO.: M95-231
LOG-IN NO.: 13424

Building Name: MENASHA - INSERTCO
SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

LOCATION	MAT'L CODE	MATERIAL IDENTIFICATION	ASBESTOS CONTENT (YES/ND)	REFERENCE SAMPLE NO. (TABLE II)	QTY.	UNIT	PHYSICAL ASSESS.		DAMAGE POTENTIAL				CONDITION RATING
							FRI	COND	WATER	AIR	VIB	ACC	
BANO 2													0
	M	CERAMIC TILE	ND	NS	NQ								0
	M	CERAMIC TILE GROUT	ND	9	NQ								0
	M	TEXTURED PAINT - YELLOW	ND	8	NQ								0
BANO 3													
	M	CERAMIC TILE	ND	NS	NQ								0
	M	CERAMIC TILE GROUT	ND	9	NQ								0
	M	TEXTURED PAINT - YELLOW	ND	8	NQ								0
BANO 4													0
	M	CERAMIC TILE	ND	NS	NQ								0
	M	CERAMIC TILE GROUT	ND	9	NQ								0
	M	TEXTURED PAINT - YELLOW	ND	8	NQ								0
ALMACEN 1													0
		NO SUSPECT MATERIALS											0
ALMACEN 2													0
	M	2'X4' FIBERGLASS BACKED CEILING TILE	ND	5	190	SF							0
	M	FIBERGLASS DUCT INSULATION	ND	NS	80	SF							0
OFFICE 1-2													0
	M	12"X12" BEIGE FLOOR TILE AND MASTIC	ND	2	180	SF							0
	M	2'X4' FISSURED CEILING TILE AND MASTIC	ND	4	180	SF							0
	M	SHEETROCK (NOT TAPED)	ND	NS	NQ								0

ND = None Detected NQ = Could Not Determine Quantity NS = Not Sampled

TABLE I
Material Identification Inventory

Nova Environmental Services, Inc
1107 Hazeltine Boulevard
Suite 400
Chaska, MN 55318

CLIENT NO.: M-2013
PROJECT NO.: M95-231
LOG-IN NO.: 13424

Building Name: MENASHA - INSERTCO
SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

LOCATION	MAT'L CODE	MATERIAL IDENTIFICATION	ASBESTOS CONTENT (YES/ND)	REFERENCE SAMPLE NO. (TABLE II)	QTY.	UNIT	PHYSICAL ASSESS. FRI	PHYSICAL ASSESS. COND	DAMAGE POTENTIAL WATER	DAMAGE POTENTIAL AIR	DAMAGE POTENTIAL VIB	DAMAGE POTENTIAL ACC	CONDITION RATING
OFFICE 3													0
	M	12"X12" BEIGE FLOOR TILE/MASTIC	ND	2	112	SF							0
	M	2'X4' FISSURED CEILING TILE	ND	4	172	SF							0
	M	SHEETROCK (NOT TAPED)	ND	NS	NQ								0
OFFICE 4													0
	M	12"X12" BEIGE FLOOR TILE W/MASTIC	ND	2	112	SF							0
	M	PLASTIC CEILING TILE	ND	NS	NQ								0
OFFICE 5													0
	M	SHEETROCK/WALL FABRIC	ND	11	NQ								0
	M	12"X12" TAN FLOOR TILE AND MASTIC	ND	12	216								0
	M	2'X4' FISSURED CEILING TILE	ND	4	216								0
OFFICE 6													0
	M	12"X12" TAN FLOOR TILE/MASTIC	ND	12	108								0
	M	WOOD CEILING TILE	ND	NS	NQ								0
OFFICE 7 (HALL AND RECEPTION)													0
	M	12"X12" TAN FLOOR TILE AND MASTIC	ND	12	370	SF							0
	M	2'X4' FISSURED CEILING TILE	ND	4	370	SF							0
	M	CARPET MASTIC	ND	10	NQ								0
OFFICE 8													0
	M	12"X12" BEIGE FLOOR TILE AND MASTIC	ND	2	140	SF							0
	M	2'X4' FISSURED CEILING TILE	ND	4	140	SF							0

ND = None Detected NQ = Could Not Determine Quantity NS = Not Sampled

TABLE I
Material Identification Inventory

Nova Environmental Services, Inc
1107 Hazeltine Boulevard
Suite 400
Chaska, MN 55318

CLIENT NO.: M-2013
PROJECT NO.: M95-231
LOG-IN NO.: 13424

Building Name: MENASHA - INSERTCO
SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

LOCATION	MAT'L CODE	MATERIAL IDENTIFICATION	ASBESTOS CONTENT (YES/ND)	REFERENCE SAMPLE NO. (TABLE II)	QTY.	UNIT	PHYSICAL ASSESS. FRI	PHYSICAL ASSESS. COND	DAMAGE POTENTIAL WATER	DAMAGE POTENTIAL AIR	DAMAGE POTENTIAL VIB	DAMAGE POTENTIAL ACC	CONDITION RATING
OFFICE 9													0
	M	12"X12" BEIGE FLOOR TILE AND MASTIC	ND	2	140	SF							0
	M	2'X4' FISSURED CEILING TILE	ND	4	140	SF							0
QUALITY CONTROL													0
	M	12"X12" TAN FLOOR TILE AND MASTIC	ND	12	240	SF							0
	M	2'X4' FISSURED CEILING TILE	ND	4	240	SF							0
	M	WALL FABRIC COVERING	ND	11	NQ								0
CONFERENCE ROOM													0
	M	12"X12" TAN FLOOR TILE AND MASTIC	ND	3	180	SF							0
	M	2'X4' FISSURED CEILING TILE	ND	4	180	SF							0
	M	WALL COVERING	ND	11	NQ								0
BATHROOM													0
	M	CERAMIC TILE	ND	NS	NQ								0
	M	CERAMIC TILE GROUT	ND	9	NQ								0
	M	TEXTURED PAINT - YELLOW	ND	8	NQ								0
EXTERIOR													0
	M	TRANSITE PANELING ON HIGH VOLTAGE FENCE	YES	13	160	SF	N	N	N	N	N	GEN	1

ND = None Detected NQ = Could Not Determine Quantity NS = Not Sampled

TABLE I
Material Identification Inventory

Nova Environmental Services, Inc
1107 Hazeltine Boulevard
Suite 400
Chaska, MN 55318

CLIENT NO.: M-2013
PROJECT NO.: M95-231
LOG-IN NO.: 13424

Building Name: MENASHA - INSERTCO
SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

LOCATION	MAT'L CODE	MATERIAL IDENTIFICATION	ASBESTOS CONTENT (YES/ND)	REFERENCE SAMPLE NO. (TABLE II)	QTY.	UNIT	PHYSICAL ASSESS.		DAMAGE POTENTIAL				CONDITION RATING
							FRI	COND	WATER	AIR	VIB	ACC	
ROOF													
	M	BUILD UP ASPHAULT	YES	1,819	NQ		N	N	N	N	N	O&M	1
	M	ASPHAULT SHINGLE	ND	17	NQ								0
	M	ROOF TAR (FIELD)	YES	14	NQ		N	N	N	N	N	O&M	1
	M	TAR ON "U" BEAMS	ND	15	NQ								0
	M	FAIL FLASHING	ND	16	NQ								0
	M	FLASHING TAR	ND	20	NQ								0
	M	PAPER COATED/PATCH	ND	22	NQ								0

ND = None Detected NQ = Could Not Determine Quantity NS = Not Sampled

APPENDIX C

TABLE II, MATERIAL SAMPLE ANALYSIS

BULK SAMPLE ANALYSIS RESULTS

Nova Environmental Services, Inc.
1107 Hazeltine Boulevard, Suite 400
Chaska, MN 55318

CLIENT NO: M-2013
PROJECT NO: M95-231
LOG-IN NO: 13423
ANALYTICAL METHOD: PLM with Dispersion Staining

Project Location: MENASHA - SAN GERMAN
INSERTCO SITE #1, SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

SAMPLE NUMBER	LOCATION	SAMPLE DESCRIPTION	ASBESTOS FIBER PERCENT	ASBESTOS FIBER TYPE	NON-ASBESTOS FIBER PERCENT	NON-ASBESTOS FIBER TYPE	PERCENT NONFIBROUS MATERIAL
1	PRODUCTION AREA, DUPLO	12"X12" BEIGE W/BLACK & WHITE STREAKS FLOOR TILE	ND	------	ND	------	100 - CACO
		BLACK MASTIC	15	CHRYSOTILE	ND	------	85 - OTHER
2	AREA COMMERCIAL	12"X12" BEIGE W/BLACK, WHITE, AND ORANGE STREAKS FLOOR TILE	ND	------	ND	------	100 - CACO
		TAN MASTIC	ND	------	ND	------	100 - OTHER
3	PRODUCTIONA AREA - DUPLO	12"X12" TAN W/BROWN AND WHITE STREAKS FLOOR TILE	ND	------	ND	------	100 - CACO
		TAN MASTIC	ND	------	ND	------	100 - OTHER
4	OFICINAS	2'X4' FISSURED CEILING TILE	ND	------	50 30	CELLULOSE FIBROUS GLASS	20 - PERLITE
5	OFICINAS	2'X4' FIBERGLASS BACKED CEILING TILE	ND	------	5 80	CELLULOSE FIBROUS GLASS	15 - OTHER
6	OFICINAS	FIBERGLASS DUCT INSULATION W/SEAM TAPE	ND	------	20 75	CELLULOSE FIBROUS GLASS	5 - OTHER
7	AREA COMMERCIAL	WHITE TEXTURED PAINT	ND	------	ND	------	100 - OTHER

ND = None Detected NT = Not Tested

BULK SAMPLE ANALYSIS RESULTS

Nova Environmental Services, Inc.
1107 Hazeltine Boulevard, Suite 400
Chaska, MN 55318

CLIENT NO: M-2013
PROJECT NO: M95-231
LOG-IN NO: 13423
ANALYTICAL METHOD: PLM with Dispersion Staining

Project Location: MENASHA - SAN GERMAN
INSERTCO SITE #1, SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

SAMPLE NUMBER	LOCATION	SAMPLE DESCRIPTION	ASBESTOS FIBER PERCENT	ASBESTOS FIBER TYPE	NON-ASBESTOS FIBER PERCENT	NON-ASBESTOS FIBER TYPE	PERCENT NONFIBROUS MATERIAL
8	BANO #2	YELLOW TEXTURED PAINT	ND	------	ND	------	100 - OTHER
9	BANO #2	CERAMIC TILE GROUT	ND	------	ND	------	100 - OTHER
10	QUALITY CONTROL	CARPET MASTIC	ND	------	2	CELLULOSE	98 - OTHER
11	QUALITY CONTROL	TEXTURED WALL COVERING - ADHESIVE	ND	------	ND	------	100 - OTHER
		BASE COVE MASTIC	ND	------	60	CELLULOSE	40 - OTHER
12	QUALITY CONTROL	12"X12" TAN W/BEIGE & BROWN MOTTLED PATTERN FLOOR TILE	ND	------	ND	------	100 - CACO
		MASTIC	ND	------	ND	------	100 - OTHER
13	EAST EXTERIOR, NEAR HIGH VOLTAGE	CEMENT/TRANSITE PANELS	40	CHRYSOTILE	ND	------	60 - CACO
14	SOUTHEAST ROOF FIELD	ROOF TAR	20	CHRYSOTILE	5	CELLULOSE	75 - OTHER
15	SOUTHEAST ROOF, "U" BEAM BOLTS	ROOF TAR	ND	------	30	CELLULOSE	70 - OTHER
16	NORTH ROOF FLASHING	FOIL W/TAR	ND	------	ND	------	100 - OTHER

ND = None Detected NT = Not Tested

BULK SAMPLE ANALYSIS RESULTS

Nova Environmental Services, Inc.
1107 Hazeltine Boulevard, Suite 400
Chaska, MN 55318

CLIENT NO: M-2013
PROJECT NO: M95-231
LOG-IN NO: 13423
ANALYTICAL METHOD: PLM with Dispersion Staining

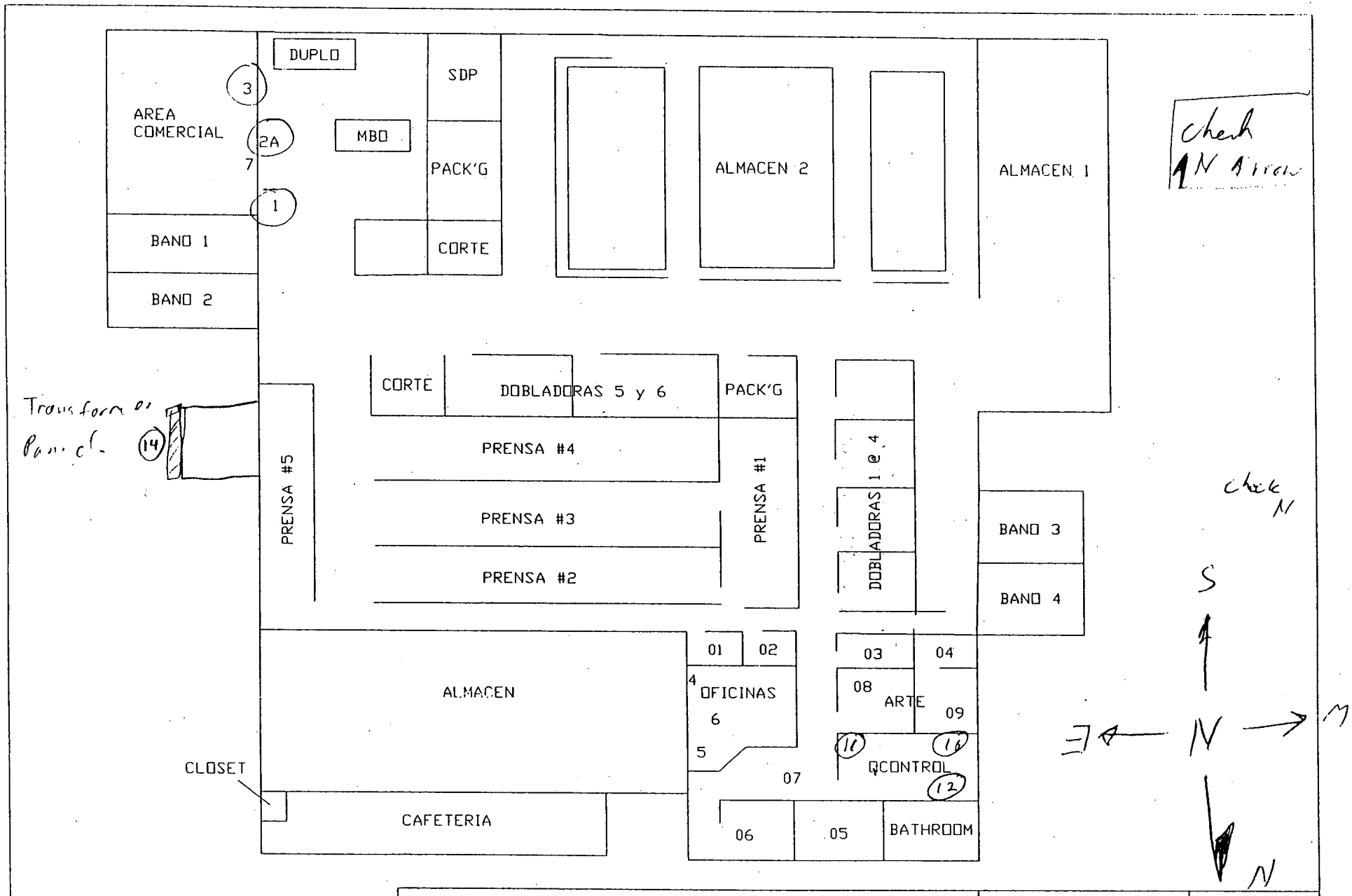
Project Location: MENASHA - SAN GERMAN
INSERTCO SITE #1, SAN GERMAN, PUERTO RICO
Survey Date: OCTOBER 19, 1995

SAMPLE NUMBER	LOCATION	SAMPLE DESCRIPTION	ASBESTOS FIBER PERCENT	ASBESTOS FIBER TYPE	NON-ASBESTOS FIBER PERCENT	NON-ASBESTOS FIBER TYPE	PERCENT NONFIBROUS MATERIAL
17	CAFETERIA ROOF FLASHING (MAIN ROOF UNDER WATER)	ASPHALT SHINGLE W/TAR	ND	------	3 5	CELLULOSE FIBROUS GLASS	92 - OTHER
18	MAIN ROOF FIELD	BUILT-UP ROOF - TAR & FELT	25	CHRYSOTILE	10	CELLULOSE	65 - OTHER
19	MAIN ROOF FIELD	BUILT-UP ROOF	20	CHRYSOTILE	10	CELLULOSE	70 - OTHER
20	ROOF OVER CONFERENCE RM (ROOF FIELD UNDER WATER)	ROOF FLASHING	ND	------	5	CELLULOSE	95 - OTHER
21	MAIN ROOF	STACK EXHAUST FLASHING TAR	ND	------	ND	------	100 - OTHER
22	MAIN ROOF	PAPER COATED ROOF PATCH	ND	------	5 10	CELLULOSE FIBROUS GLASS	85 - OTHER
23	STORAGE	12"X12" NEW FLOOR TILE	ND	------	ND	------	100 - CACO
24	PRODUCTION AREA	BASE COVE MASTIC	ND	------	ND	------	100 - OTHER

ND = None Detected NT = Not Tested

APPENDIX D

AREA LOCATION PLANS



SAMPLE LOCATION DRAWING
INSERTCO, SAN GERMAN
MENASHA CORPORATION

M2013/M95-231

Nova Environmental Services, Inc.

FEB - 96

13423

APPENDIX E
METHODS OF ANALYSIS

Representative samples of suspect materials (thermal system insulation, surfacing material, miscellaneous floor and ceiling material) were obtained by removing a small amount of each material and placing it in a whirl-pak bag. Prior to sampling, the material was wetted with amended water (water with an agent added to decrease surface tension and thus increase water's ability to "wet" or penetrate bulk material) reducing fiber release to the environment during the sampling process. Sections of the thermal insulation damaged during sampling were repaired with an Environmental Protection Agency (EPA) recommended encapsulant. Where possible, the sample location was marked with "Nova" and the appropriate sample number for future reference. Sample locations are listed on Table II.

The samples were analyzed by Nova lab personnel using polarized-light microscopy methods described in "Routine Detections and Identification of Asbestos" (Walter C. McCrone, McCrone Research Institute) and "Method for the Determination of Asbestos in Bulk Building Materials"; EPA/600/R-93/116, to verify the presence or absence of asbestos fibers and distinguish between the following asbestos types: actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite.

Nova's laboratory Quality Assurance program defines the limits of reliability and applicability of date while assuring it's validity. The Quality Control program assures the accuracy of data and establishes procedures for early detection and prompt correction of potential problems. Laboratory QA/QC procedures include:

- Complete documentation, including chain of custody records and immediate log-in and archiving of samples.

- Contamination prevention, including adherence to good laboratory practices and periodic testing.

- Regular calibration of analytical equipment, including daily adjustment of microscopes in accordance with NIOSH standards.

- Standard operating procedures for precision and bias analysis, blind sample analysis, internal proficiency testing, and correction of deficiencies.

The Environmental Protection Agency (EPA) requires that any sample with an asbestos content estimated to be less than 10 percent by a method other than point counting, such as visual estimation, shall be repeated using the point counting technique with PLM. However, if the laboratory detects asbestos in the samples and estimates the amount by visual estimation to be less than 10 percent, the owner or operator of the building may elect to treat the material as asbestos-containing. A sample in which no asbestos is detected does not require repeat analysis using point counting techniques with PLM. Samples analyzed for this survey with values less than 10 percent have not been point counted and have been assumed to contain asbestos greater than 1 percent.

NJP INSERTCO
A SUBSIDIARY OF
MENASHA CORPORATION

Box 377
Carr 102 km 33.2
Industrial Park El Retiro
San Germán, P.R. 00683
Tel. (787) 892-1268
Fax (787) 892-4112

Purchase Order Number: 7173
Purchase Order Date: 4/25/97
Page: 1

To:
BFI
P. O. BOX 7104
PONCE, P. R. 00732

Ship To:
NJP INSERTCO
ROAD 102, KM. 33.2
SAN GERMAN, P.R. 00683

Ship Via : YOUR DELIVERY
Receive By : SEE BELOW
Terms : NET 30
F.O.B. :

Confirm To :
Buyer : BETZAIDA MORA
Phone :
Vendor :

Item ID	Description	Unit	Quantity	Unit Price	Total Price
	OPEN ORDER FOR THE COLLLECTION OF SOLID AND LIQUID WASTE AS REQUIRED				
	A. TRANSPORTATION TO PONCE LANDFILL				
	40' VAN	LOAD			300.00
	VACUUM TRUCK 40' VAN	LOAD			400.00
	F6 TRUCK	LOAD			225.00
	B. DISPOSAL				
	INK WITH WATER	DRUM			65.00
	ABSORBENT MATERIAL, ETC	YARD			50.00
	INK WITH WATER IN BULK	GAL.			.35
	C. ONE CUBIC YARD BAGS	EACH			30.00

PURCHASE ORDER

Our purchase order number and our tax exempt number must appear on all invoices and packages.
Acknowledge if unable to ship on time. Tax exempt number: **82-26-105 MO 2717**

Subtotal:
Total:

FORM 19-A-1

Schedule 3.13

Insurance

A.R.
KAK

NATIONWIDE MUTUAL INSURANCE COMPANY
OFICINA SUCURSAL CALLE MEJICO #16
HATO REY, PUERTO RICO 00917

NATIONWIDE INSURANCE
Nationwide is on your side

DIRECCION POSTAL
PO BOX 191899
SAN JUAN PR 00919-1899

December 12, 1994

INSERT COMPANY OR PR INC.
BOX 377
SAN GERMAN PR 00683

Póliza #88- BA399915
Policy

Cubriendo _____
Covering

La prima total de su póliza es $ 9,852.00 más $ 6.00
The total premium of your policy is

por el servicio de pagos aplazados. Nos place informarle a
for installment plan service. It is a pleasure to inform you
continuación las fechas y cantidades de los plazos a pagar:
the dates and amounts of the installments:

$	2,464.50	-	Immediately OK
$	2,464.50	- En o antes de / On or before	3/26/95
$	2,464.50	- En o antes de / On or before	6/24/95
$	2,464.50	- En o antes de / On or before	9/22/95

Favor de enviar sus pagos a Nationwide Mutual Insurance Company,
Please send your payments to Nationwide Mutual Insurance Co.,
Apartado 191899 San Juan Puerto Rico 00919-1899, dentro del periodo
PO Box 191899 San Juan Puerto Rico 00919-1899, within the
antes indicado.
indicated period.
Gracias por su patrocinio.
Thank you for your patronage.

Atentamente,
Very truly yours,

cc: Productor #00781

NATIONWIDE MUTUAL INSURANCE COMPANY

We suggest that you write this dates on your calendar, even-- though we will send a reminder, this might not get to you. Is INDISPENSABLE you indicate your policy number on your check to help us credit your account inmediatelly. THANK YOU.

Auto 4467-G-88

BRANCH OFFICE: 16 MEJICO ST. • SAN JUAN, PUERTO RICO 00917
PO BOX 191899 • SAN JUAN PUERTO RICO 00919-1899
PONCE OFFICE: CENTRO COMERCIAL DEL SUR - OFFICE 36-E
PONCE, PUERTO RICO 00731
MAYAGUEZ OFFICE: CARRETERA NO. 2 MARGINAL CALLE GIRALDA 102
URB. SULTANA MAYAGUEZ, PUERTO RICO 00681

NATIONWIDE INSURANCE
Nationwide is on your side

December 12, 1994

INSERT COMPANY OR PR INC.

BOX 377
SAN GERMAN PR 00683

RE: COMMERCIAL AUTO INSURANCE
POL. #: 88BA399915

Dear Sir:

Your NATIONWIDE commercial automobile insurance renewal policy is attached.

Over the last several years insurance policies have been revised as part of an industry-wide modernization. The new forms simplify the policy and update coverages to reflect legal and social developments, as well as recognize changes in technology and business conditions.

Your new simplified Business Auto and Garage policy forms adhere to a format and style adopted in Puerto Rico for other commercial insurance coverages. The policy is written to be more understandable, yet it is still a complex contract, including language required by law or with legal precedent.

Your protection under this new policy remains basically unchanged. However there are some revisions to be noted.

We appreciate the opportunity to provide for your continuous insurance protection. Should you have any questions we urge you to review them with your local NATIONWIDE representative.

Sincerely,

NATIONWIDE MUTUAL INSURANCE CO.

NATIONWIDE INSURANCE

BLANKET PROTECTOR COMMON DECLARATIONS

ISSUED BY: NATIONWIDE MUTUAL INSURANCE COMPANY

Policy Number: 88BA399915

Named Insured
Mailing Address

INSERT COMPANY OR PR INC.
BOX 377
SAN GERMAN PR 00683

POLICY PERIOD: From JANUARY 15, 1995 to JANUARY 15, 1996 at 12:01 A.M. Standard Time at your mailing address.

Form of Business:
Description of Business: _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

This policy consists of the coverages indicated as included. The premium may be subject to adjustment.

	Included	Not Included
Commercial Property Coverage	_	X
Commercial General Liability Coverage	_	X
Commercial Crime Coverage	_	X
Mechanical, Electrical and Pressure Equipment Coverage	_	X
Commercial Inland Marine Coverage	_	X
Commercial Auto Coverage	X	_
Garage Coverage	_	X
Farm Coverage	_	X
Other Coverages	_	

Total Advance Premium $ 9,852.00 Premium Payable at Inception $ 9,852.00

In the event of cancellation by you, we shall receive and retain not less than $ 10.00 as the minimum premium.

IF THE DECLARATIONS ATTACHED TO THIS POLICY SHOW COLLISION COVERAGE APPLIES TO HIRED AUTO: THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY AND ITS ATTACHED ENDORSEMENTS.

Forms in common to all coverage:

Date of Issue: 12-12-94 Issuing Office: HATO REY, PR 00919
Countersignature Date: 12-12-94 Agency At: MAYAGUEZ PR 00681
Agent: JUAN M. MENDEZ
00781

Cas. 3200-A (1-87)

NATIONWIDE INSURANCE

BLANKET PROTECTOR
BUSINESS AUTO COVERAGE FORM DECLARATIONS

ISSUED BY: NATIONWIDE MUTUAL INSURANCE COMPANY

Policy Number: 88BA399915

ITEM ONE

POLICY PERIOD: From JANUARY 15, 1995 to JANUARY 15, 1996 at 12:01 A.M. Standard Time at your mailing address.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	AS SHOWN ON THE AUTO SCHEDULE	$ 3,382
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		SEPARATELY STATED IN EACH PIP ENDORSEMENT MINUS THE Ded. AS SHOWN ON THE AUTO SCHEDULE	$
ADDED PERSONAL INJURY PROTECTION(or equivalent added No-Fault coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT OR AS SHOWN ON THE AUTO SCHEDULE	$
PROPERTY PROTECTION surance (Michigan only)		SEPARATELY STATED IN THE P.P.I ENDORSEMENT MINUS THE Ded. (AS SHOWN ON THE AUTO SCHEDULE) FOR EACH ACCIDENT	$
AUTO MEDICAL PAYMENTS	7	AS SHOWN ON THE AUTO SCHEDULE	$ 232
UNINSURED MOTORISTS		AS SHOWN ON THE AUTO SCHEDULE	$
UNDERINSURED MOTORISTS (when not included in Uninsured Motorists Coverage)		AS SHOWN ON THE AUTO SCHEDULE	$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS THE Ded. (AS SHOWN ON THE AUTO SCHEDULE) FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR (of the Supplementary Declarations) for hired or borrowed "autos."	$ 3,037
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR (of the Supplementary Declarations) for hired or borrowed "autos."	$
PHYSICAL DAMAGE COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS THE Ded. (AS SHOWN ON THE AUTO SCHEDULE) FOR EACH COVERED AUTO. See ITEM FOUR (of the Supplementary Declarations) for hired or borrowed "auto".	$ 3,201
PHYSICAL DAMAGE TOWING AND LABOR lot Available in California)		$ for each disablement of a private passenger auto	$

PREMIUM FOR ENDORSEMENTS	$
ESTIMATED TOTAL PREMIUM	$ 9,852

FORMS APPLICABLE TO BUSINESS AUTO COVERAGE FORM:

AUTO 9017

CA-0001 01-87	CA-9928 01-87	CA-0029 12-88	CA-0114 05-91	CA-9927 01-87
-0003 06-89	IL-0017 11-85	IL-0021 11-85	CAS 2128 08-89	CA-9903 01-87
CA-9928 01-87				

ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN (See Attached Auto Schedule)

ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO LIABILITY COVERAGE AND PREMIUMS

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	PREMIUM
			$

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		$
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$
			$

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POLICYHOLDER MEMBERSHIP IN THE COMPANY

(Applicable Only In the Nationwide Mutual Insurance Company or the

Nationwide Mutual Fire Insurance Company In All States Except Those Specifically Provided For)

Because this policy is issued by a mutual insurance company, you are a member of the company while this or any other policy is in force. While a member you are entitled to one vote only - either in person or by proxy - at meetings of the company. You are entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in your policy.

The annual meeting of members of the company issuing your policy (the company is indicated on the Declarations page) will be held at the Nationwide Plaza in Columbus, Ohio, on the first Thursday of April. The time of the meeting for the Nationwide Mutual Fire Insurance Company is 9:30 A.M. and the time of the meeting for the Nationwide Mutual Insurance Company is 10:00 A.M. We will mail notice of any change in meeting dates, time or place to you at your address last known to us at least ten days prior to the rescheduled meeting date.

This policy is non-assessable, meaning that you are not subject to any assessment beyond the premiums we require for each policy term.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company or Nationwide Property and Casualty Insurance Company, whichever is the issuing company as designated on the Declarations, has caused this policy to be signed by its President and Secretary at Columbus, Ohio, and countersigned by a duly authorized representative of the company.

ATTEST:

Secretary

President

Policy Number: [illegible]8A399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	001		002	
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	93 FORD VAN 1FTF24H3PHA78954		92 MITS STATION WAGON JA3C25W6N2017278	
ORIGINAL COST NEW	$21,000			
TERRITORY CODE/TERMINAL ZONE	008		008	
LIAB.CLASS CODE/PHYS.D. CLASS CODE	0359 0359		7398	
STATED AMOUNT VALUE				
GARAGING ADDRESS	SAN GERMAN PR		SAN GERMAN PR	
	LIMITS	PREMIUM	LIMITS	PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT	 $250,000 $500,000 $100,000	 $457 $292	 $250,000 $500,000 $100,000	 $186 $147
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
NO-FAULT COVERAGE				
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT				
MEDICAL PAYMENTS COVERAGE	$5,000	$54	$5,000	$54
COMPREHENSIVE COVERAGE	$500 DED.	$214	DED.	
COLLISION COVERAGE	$500 DED.	$681	DED.	
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE				
TOTAL PREMIUM PER VEHICLE		$1,698		$387

Policy Number: [illegible]3A399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	003				004		
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	92 VOLV 960 YV1K59506N0018679				93 FORD F350 1FDKF37H1RN		
ORIGINAL COST NEW	$52,900						
TERRITORY CODE/TERMINAL ZONE	008				008		
LIAB.CLASS CODE/PHYS.D. CLASS CODE	7398 7398				0359		
STATED AMOUNT VALUE	$34,000						
GARAGING ADDRESS	SAN GERMAN PR				SAN GERMAN PR		
		LIMITS		PREMIUM		LIMITS	PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT		$250,000 $500,000 $100,000		$169 $128		$250,000 $500,000 $100,000	$457 $292
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT							
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT							
NO-FAULT COVERAGE							
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT							
MEDICAL PAYMENTS COVERAGE	$5,000			$6	$5,000		$54
COMPREHENSIVE COVERAGE	$100 DED.			$1,573	DED.		
COLLISION COVERAGE	$250 DED.			$1,388	DED.		
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE							
TOTAL PREMIUM PER VEHICLE				$3,264			$803

Auto 9017

Policy Number: 38BA399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	005		006	
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	86 MERC MARQUIS 1MEBP8733GG618865		77 FORD VAN E34HHO8511	
ORIGINAL COST NEW				
TERRITORY CODE/TERMINAL ZONE	008		008	
LIAB.CLASS CODE/PHYS.D. CLASS CODE	7398		0359	
STATED AMOUNT VALUE				
GARAGING ADDRESS	SAN GERMAN	PR	SAN GERMAN	PR
	LIMITS	PREMIUM	LIMITS	PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT	 $250,000 $500,000 $100,000	 $169 $128	 $250,000 $500,000 $100,000	 $457 $292
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
NO-FAULT COVERAGE				
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT				
MEDICAL PAYMENTS COVERAGE	$5,000	$6	$5,000	$54
COMPREHENSIVE COVERAGE	DED.		DED.	
COLLISION COVERAGE	DED.		DED.	
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE				
TOTAL PREMIUM PER VEHICLE		$303		$803

Policy Number: 38BA399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	008			
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	94 HOND ACCORD 1HGCD5661BA179622			
ORIGINAL COST NEW	$27,000			
TERRITORY CODE/TERMINAL ZONE	008			
LIAB.CLASS CODE/PHYS.D. CLASS CODE	7398 7398			
STATED AMOUNT VALUE	$27,000			
GARAGING ADDRESS	SAN GERMAN PR			
	LIMITS	PREMIUM	LIMITS	PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT	 $250,000 $500,000 $100,000	 $118 $90		
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
NO-FAULT COVERAGE				
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT				
MEDICAL PAYMENTS COVERAGE	$5,000	$4		
COMPREHENSIVE COVERAGE	$100 DED.	$1,250	DED.	
COLLISION COVERAGE	$250 DED.	$1,132	DED.	
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE				
TOTAL PREMIUM PER VEHICLE		$2,594		

MENDEZ & MENDEZ INSURANCE
TEL (809) 833-7373
FAX (809) 265-2119

PO Box 2953
Marina Station
Mayaguez, PR 00681

Carmelo Martínez 116
Dulces Labios
Mayaguez, PR 00680

5 de enero de 1995

Sr. Alexis Rosado
INSERT COMPANY OF PR INC.
PO Box 377
San Germán, PR 00683

RE: N/P 88BA-399915

Estimado señor Rosado:

Le agradecemos la oportunidad que nos ha brindado de conocerle y la satisfacción de que en nuestro continuo crecimiento sea usted parte indispensable.

Como parte de nuestros servicios nos place incluirle Renovación de la Póliza de Responsabilidad Pública de sus Autos Comerciales. La fecha de efectividad es 01/15/95 a 01/15/96.

La Prima Anual de dicha Póliza es de $9,852.00, la cual, como es de su conocimento se efectuará en pagos trimestrales según el desglose adjunto. Favor emitir cheque a nombre de NATIONWIDE INSURANCE COMPANY.

De tener alguna duda o pregunta sobre el particular, favor de comunicarse con la que suscribe.

Comprometidos en brindarle el mejor y más dedicado de los servicios, quedo

Muy cordialmente,

Daisy Méndez de Méndez
Asistente Administrativo

/oar

Anejo
CA329
(RPCAREN2)

NATIONWIDE MUTUAL INSURANCE COMPANY
OFICINA SUCURSAL CALLE MEJICO #16
HATO REY, PUERTO RICO 00917

NATIONWIDE INSURANCE
Nationwide is on your side

DIRECCION POSTAL
PO BOX 191899
SAN JUAN PR 00919-1899

December 12, 1994

INSERT COMPANY OR PR INC.
BOX 377
SAN GERMAN PR 00683

Póliza #88- BA399915
Policy

Cubriendo _____
Covering

La prima total de su póliza es $ 9,852.00 más $ 6.00
The total premium of your policy is

por el servicio de pagos aplazados. Nos place informarle a
for installment plan service. It is a pleasure to inform you
continuación las fechas y cantidades de los plazos a pagar:
the dates and amounts of the installments:

$	2,464.50	-	Immediately OK
$	2,464.50	- En o antes de / On or before	3/26/95
$	2,464.50	- En o antes de / On or before	6/24/95
$	2,464.50	- En o antes de / On or before	9/22/95

Favor de enviar sus pagos a Nationwide Mutual Insurance Company,
Please send your payments to Nationwide Mutual Insurance Co.,
Apartado 191899 San Juan Puerto Rico 00919-1899, dentro del periodo
PO Box 191899 San Juan Puerto Rico 00919-1899, within the
antes indicado.
indicated period.
Gracias por su patrocinio.
Thank you for your patronage.

Atentamente,
Very truly yours,

cc: Productor #00781

NATIONWIDE MUTUAL INSURANCE COMPANY

We suggest that you write this dates on your calendar, even-- though we will send a reminder, this might not get to you. Is INDISPENSABLE you indicate your policy number on your check to help us credit your account inmediatelly. THANK YOU.

Auto 4467-G-88

Endoso de Breakdown Coverage

Deducible - $1,000.00

2. Functional Replacement Cost

3. Business Interruption and Extra Expenses

   Límite - $500,000.00

4. Stop Gap

   Límite - $500,000.00

5. Transportation Floater

   Límite - $12,000.00

   Deducible - $250.00

6. Endoso de Asegurado Adicional

Sección III- Responsabilidad Civil

Cubierta	Límite
Por Ocurrencia	$1,000,000.00
Responsabilidad Por Producto	$1,000,000.00
Líbelo y Difamación	$1,000,000.00
Agregado	$1,000,000.00
Daños Por Fuego	$ 50,000.00
Pagos Médicos	$ 5,000.00

PRIMA ANUAL

$28,596.00 x [illegible] 29,167 92 ÷ 4: 7291

COMPANIA ASEGURADORA

NATIONWIDE INSURANCE COMPANY

6649 S

AFLAC
Worldwide Headquarters: Columbus, Georgia 31999
1-800-99-AFLAC (1-800-992-3522)

PREMIUM STATEMENT

PREMIUM DUE DATE: 02/15/95
MODE OF PAYMENT: MONTHLY
DATE PREPARED: 01/25/95

INVOICE NO: 065955
ACCOUNT NO: 91496
PAGE NO: 2

SERTCO
ATTN RAMON MARTINEZ
BOX 377
SAN GERMAN PR
00683-0377

POLICY CONTRACT	TYPE COVERAGE	I/F	DEPT NO	EMPLOYEE NUMBER	NAME	PREMIUM	TOTAL PREMIUM	CODE	LINE NO.
A4338126	ACC	I		0583296775	ADVARDO VAZQUEZ, ELVIN	9.00			00001
A4338127	CANCER	I		0583296775	ADVARDO VAZQUEZ, ELVIN	6.80			00002
A5083864	HOSP	I		0583296775	ADVARDO VAZQUEZ, ELVIN	6.60	21.40		00003
A4260268	ICARE	I		0583892776	CASIANO PEREZ, FELIX	1.00			00004
A4260269	CANCER	I		0583892776	CASIANO PEREZ, FELIX	5.80			00005
A4260270	ACC	I		0583892776	CASIANO PEREZ, FELIX	14.70	21.50		00006
A4338105	CANCER	F		0581822344	CRUZ SANTANA, CARMEN Z	8.70			00007
A4338106	ICARE	F		0581822344	CRUZ SANTANA, CARMEN Z	2.00			00008
A4338107	ACC	F		0581822344	CRUZ SANTANA, CARMEN Z	10.20			00009
A5083866	HOSP	F		0581822344	CRUZ SANTANA, CARMEN Z	28.60	49.50		00010
A4260263	CANCER	F		0581470233	CRUZ SILVA, ARIEL	10.70			00011
A4260264	ACC	I		0581470233	CRUZ SILVA, ARIEL	14.70			00012
A4260265	ICARE	F		0581470233	CRUZ SILVA, ARIEL	2.00	27.40		00013
A4260266	CANCER	I		0058584481	GONZALES ARROYO, JAVIER A	6.80			00014
A4260267	ICARE	I		0058584481	GONZALES ARROYO, JAVIER A	1.00	7.80		00015
A4338134	CANCER	F		0584842429	IRIZARRY AYALA, MIGUEL	8.70	8.70		00016
A4338125	ACC	I		0584296591	IRIZARRY TORRES, JULIO	9.00	9.00		00017
A4338128	ACC	I		0584296680	IRIZARRY TORRES, SANTOS	11.70			00018
4338129	ICARE	F		0584296680	IRIZARRY TORRES, SANTOS	2.00			00019
338130	CANCER	F		0584296680	IRIZARRY TORRES, SANTOS	8.70	22.40		00020
A4391233	CANCER	I		0583236520	JUSINO ALMODOVAR, ZAIDA	5.80			00021
A4391234	ICARE	I		0583236520	JUSINO ALMODOVAR, ZAIDA	1.00			00022
A4391235	ACC	I		0583236520	JUSINO ALMODOVAR, ZAIDA	7.50			00023
A4905791	HOSP	I		0583236520	JUSINO ALMODOVAR, ZAIDA	6.60	20.90		00024
A4391431	CANCER	F		0583799021	MADERA VARGAS, WILFREDO	10.70			00025
A4391432	ACC	F		0583799021	MADERA VARGAS, WILFREDO	11.70			00026
A4391433	ICARE	F		0583799021	MADERA VARGAS, WILFREDO	2.00	24.40		00027
A4391229	ICARE	F		0582530148	MARTINEZ MILLAN$ RAMON	2.00			00028
A4391230	CANCER	F		0582530148	MARTINEZ MILLAN$ RAMON	10.70			00029
A5083865	HOSP	F		0582530148	MARTINEZ MILLAN$ RAMON	11.40	24.10		00030
A4391228	ACC	F		0582330148	MARTINEZ MILLON, RAMON U	14.20	14.20		00031
A4338131	ICARE	F		0583456063	MARTINEZ TORO, CARLOS	2.00			00032
A4338132	ACC	F		0583456063	MARTINEZ TORO, CARLOS	11.70			00033
A4338133	CANCER	F		0583456063	MARTINEZ TORO, CARLOS	10.70			00034
A4905792	HOSP	F		0583456063	MARTINEZ TORO, CARLOS	17.40	41.80		00035
A4552271	ACC	F		0582854851	MORALES LUGO, LETICIA	10.20	10.20		00036
A4552270	CANCER	F		0582857851	MORALES LUGO, LETICIA	8.70			00037
A4552272	ICARE	F		0582857851	MORALES LUGO, LETICIA	2.00	10.70		00038
A4260244	CANCER	I		0061427801	MORALES, ADALBERTO	6.80			00039
A4260245	ICARE	I		0061427801	MORALES, ADALBERTO	2.00	8.80		00040

TOTAL AMOUNT DUE:		PAGE TOTAL:	
(+,-) TOTAL ADJUSTMENTS:		ADJUSTMENTS:	
AMOUNT PAID:		PAGE SUB-TOTAL:	

PLEASE ENTER ONE OF THE FOLLOWING CODES BY EACH UNPAID AMOUNT.
T. EMPLOYMENT TERMINATED (BILL AT HOME)
C. CANCEL AT REQUEST OF EMPLOYEE *IF POLICY PARTICIPATES IN CAFETERIA PLAN, PLEASE REFER TO PLAN DOCUMENT
D. EMPLOYEE DECEASED
L. NO DEDUCTION - ON LEAVE WITHOUT PAY
N. MISSED FIRST DEDUCTION
F. FAMILY LEAVE ACT
R. RETIRED
O. OTHER (EXPLANATION ATTACHED)

6647 S

AFLAC
Worldwide Headquarters: Columbus, Georiga 31999
1-800-99-AFLAC (1-800-992-3522)

PREMIUM STATEMENT

PREMIUM DUE DATE: 02/15/95
MODE OF PAYMENT: MONTHLY
DATE PREPARED: 01/25/95

INVOICE NO: 065955
ACCOUNT NO: 91496
PAGE NO: 3

SERTCO
ATTN RAMON MARTINEZ
BOX 377
SAN GERMAN PR
00683-0377

POLICY CONTRACT	TYPE COVERAGE	I/F	DEPT NO	EMPLOYEE NUMBER	NAME	PREMIUM	TOTAL PREMIUM	CODE	LINE NO.
A4260251	CANCER	F		0581028928	NAZARIO IRIZARRY, ARSENIO	8.70			00041
A4260252	ICARE	F		0581028928	NAZARIO IRIZARRY, ARSENIO	2.00			00042
A4260253	ACC	I		0581028928	NAZARIO IRIZARRY, ARSENIO	14.70	25.40		00043
A4260271	ACC	I		0583573245	NAZARIO IRIZARRY, ORLANDO	14.70			00044
A4260272	CANCER	F		0583573245	NAZARIO IRIZARRY, ORLANDO	10.70			00045
A4260273	ICARE	I		0583573245	NAZARIO IRIZARRY, ORLANDO	1.00	26.40		00046
A4338123	CANCER	I		0563922238	RIVERA AGOSTO, MAGDIEL	5.80			00047
A4338124	ACC	I		0583922238	RIVERA AGOSTO, MAGDIEL	9.00	14.80		00048
A4338110	ACC	I		0584159934	RODRIGUEZ CARRERAS, CARLOS	9.00			00049
A4338111	CANCER	F		0584159934	RODRIGUEZ CARRERAS, CARLOS	8.70			00050
A4338112	ICARE	F		0584159934	RODRIGUEZ CARRERAS, CARLOS	2.00	19.70		00051
A4391227	ICARE	F		0584791268	ROSADO COLLADO, ANGEL A	2.00	2.00		00052
A4391225	ACC	F		0584796522	ROSADO COLLADO, ANGEL A	14.20			00053
A4391226	CANCER	F		0584796522	ROSADO COLLADO, ANGEL A	8.70	22.90		00054
A4391430	ACC	F		0581760676	ROSADO DIAZ, ALEXIS	23.30	23.30		00055
A4338108	CANCER	I		0581777974	SEPULVEDA MALDONADO, WILSON	8.40			00056
A4338109	ICARE	I		0581777974	SEPULVEDA MALDONADO, WILSON	2.00	10.40		00057
[illegible]260258	ICARE	F		0583849639	TORRES TORRES, HERMINIO	2.00			00058
[illegible]260259	CANCER	F		0583849639	TORRES TORRES, HERMINIO	8.70			00059
[illegible]260260	ACC	I		0583849639	TORRES TORRES, HERMINIO	14.70	25.40		00060
A5083862	CANCER	F		0583673511	VALLE GUTIERREZ, CARLOS	8.70			00061
A5083863	ACC	I		0583673511	VALLE GUTIERREZ, CARLOS	9.00	17.70	C	00062
A4260247	ICARE	F		0583481850	VEGA JIMENEZ, LIVIA	2.00			00063
A4260248	CANCER	F		0583481850	VEGA JIMENEZ, LIVIA	10.70	12.70		00064

TOTAL AMOUNT DUE:	523.50	PAGE TOTAL:	
(+,-) TOTAL ADJUSTMENTS:	17.70	ADJUSTMENTS:	
AMOUNT PAID:	505.80	PAGE SUB-TOTAL:	

PLEASE ENTER ONE OF THE FOLLOWING CODES BY EACH UNPAID AMOUNT.
T. EMPLOYMENT TERMINATED (BILL AT HOME)
C. CANCEL AT REQUEST OF EMPLOYEE *IF POLICY PARTICIPATES IN CAFETERIA PLAN, PLEASE REFER TO PLAN DOCUMENT
D. EMPLOYEE DECEASED
L. NO DEDUCTION - ON LEAVE WITHOUT PAY
N. MISSED FIRST DEDUCTION
F. FAMILY LEAVE ACT
R. RETIRED
O. OTHER (EXPLANATION ATTACHED)

TRANS-OCEANIC LIFE INSURANCE CO. PAG.
G.P.O. BOX 363467 - SAN JUAN, P.R. 00936-3467 TEL. 782-2680

FACTURA POR POLIZAS DE CANCER Y ACCIDENTE
PARA EL MES DE ENERO, 1995 FECHA 1/31/95

C-L

*** NOTA - FAVOR DE INCLUIR UNO DE LOS SIGUIENTES SIMBOLOS POR CADA CANTIDAD EN ESTA FACTURA QUE NO ESTE SIENDO PAGADA.

T - EMPLEADO CESO EN EL EMPLEO
FACTURAR A LA DIRECCION RESIDENCIAL
C - CUBIERTA CANCELADA A PETICION DEL EMPLEADO
M - EMPLEADO FALLECIDO
L - EMPLEADO EN LICENCIA SIN PAGA
O - OTRA - FAVOR DE EXPLICAR

1 - FAVOR DE ENVIAR CON SU REMESA LA COPIA BLANCA CON LAS DEBIDAS CORRECCIONES O CAMBIOS HECHOS.
2 - FAVOR DE RETENER LA COPIA AMARILLA PARA SUS RECORDS.

*** - ESTA FACTURA INCLUYE PRIMAS DEL MES CORRIENTE ASI COMO PRIMAS EN ATRASO. EN CASO DE DUDAS O PREGUNTAS SOBRE LA MISMA , FAVOR DE COMUNICARSE CON NUESTRA OFICINA. TEL. 782-2680, 1-800-981-8662.

PATRONO-> 1075 *-- INSERTCO --*

NUMERO DE EMPLEADO	NOMBRE	TOTAL PRIMA	MESES VENCIDOS	
61-98-2352	IRIZARRY FIGUEROA JUAN	12.00	03	36.00
62-31-8231	RIVERA ALMODOVAR ADRIANA	12.00	03	36.00
62-59-8883	VELAZQUEZ QUINONES CARMEN T	6.00	04	24.00
63-29-6775	ALVARADO VAZQUEZ ELVIN C	18.15	03	54.45
63-67-3511	VALLE GUTIERREZ CARLOS	17.00	03	51.00
64-04-0337	PADILLA IRIZARRY MARITZA C	18.15	03	54.45
64-85-8272	SANTANA LARACUENTE RICARD T	17.00	05	85.00
	* TOTAL DE FACTURA --->	~~100.30~~ 41.00		

****
* SI EL TOTAL DE ESTA FACTURA NO CONCUERDA CON LO DESCONTADO AL EMPLEADO, FAVOR ENVIAR LA CANTIDAD DESCONTADA Y COPIA DE SU LISTADO JUNTO AL CHEQUE. *
****

SU REMESA DEBE DE RECIBIRSE EN LA COMPANIA NO MAS TARDE DEL DIA 24 DE ENERO, 1995 , PARA SER ACREDITADA DENTRO DEL MES EN QUE SE RECIBE.

GENERAL ACCIDENT LIFE ASSURANCE COMPANY
PO Box 363786
San Juan, Puerto Rico 00936-3786

FACTURA

01/14/95

A : INSERT CORP OF PR
PO BOX 513
SAN GERMAN PR 00683

Concepto : Primas por descuento de nómina
Pólizas Flexplus

Período : Enero de 1995

Total de Primas (según detalle a continuación)	73.67
Balance anterior (noviembre y diciembre)	147.34
Total Facturado	**$221.01**

Número De Póliza	ASEGURADO		Prima Mensual	Prima Total Remitida	Bajas	Observaciones En caso de bajas, favor indicar motivo y fecha de terminación.
	Seguro Social	Nombre				
'571482	583-45-6063	MARTINEZ, CARLOS	21.67		[ ]	
-91571489	583-37-3058	ESPINOSA, EVA M.	21.67		[ ]	
91571490	582-53-0148	MARTINEZ, RAMON V.	30.33		[ ]	

NOTA: Favor de devolver copia de la factura con su pago.
De surgir alguna duda con su factura, favor de comunicarse con la Sra. Iris Grilo al 758-4888, ext. 322.
Para dudas de cualquier otra índole, puede comunicarse con el Sr. Carlos Ortiz, al 758-4888 Ext. 340.

ESTADO LIBRE ASOCIADO DE PUERTO RICO
CORPORACION DEL FONDO DEL SEGURO DEL ESTADO

OFICINA REGIONAL DE MAYAGUEZ
P O BOX 1570
MAYAGUEZ 00681 1570

RECIBO DE SAN GERMAN 00683 0377

INSERTCO CORP OF PR INC

NOTIFICACION DE COBRO
DE PRIMAS DE SEGURO OBRERO
WORKMEN'S COMPENSATION PREMIUM NOTICE

NUM. POLIZA - POLICY NO. 7713027925-0
CARGO NUM. CHARGE NO. 95097

RSS SEGURO SOCIAL PATRONAL EMPLOYER SOCIAL SECURITY NO. 660-39-6322

COPIA PARA RECORD PATRONO

DESCRIPCION DEL RIESGO - DESCRIPTION OF RISK
PERIODICOS E IMPRENTAS

LIQUIDACION FINAL
FINAL LIQUIDATION

TOTAL ▶	6819122		1935735
SISTEMA DE MERITO MERIT RATING SYSTEM ▶	BONI 26%		496891CR
CUOTA PRELIMINAR PREMIUM ▶	PAGADA		1045275
LIQUIDACION FINAL FINAL LIQUIDATION BALANCE	ADICIONAL		372469

PRIMA PRELIMINAR
PRELIMINARY PREMIUM

TOTAL ▶	6819122	1935735
RECARGO	04 %	76629
		1992364

RECIBI LA CANTIDAD DE: $ 496182

TOTAL PRIMA		496182
40% CUOTA (PRIMA)		2764133
4% [illegible]		522588
[illegible]		1842245

TOTAL PRIMA A PAGAR
TOTAL PREMIUM TO BE PAID

	2764133
	522588
	1842245
A PAGAR	

FECHA ENVIO MAILING DATE 11 14 94

LCDO. PEDRO SOTO
ADMINISTRADOR

LA FALTA DE PAGO TOTAL DE LA PRIMA DENTRO DEL TERMINO FIJADO O SU PRORROGA, SURTIRA EFECTOS DE SUSPENDER LA EFECTIVIDAD DE SU POLIZA.

FAILURE TO PAY IN FULL AMOUNT OF THE PREMIUMS WITHIN THE TERM FIXED FOR PAYMENT OR ITS EXTENSION MAY CAUSE THE SUSPENSION OF THE EFFECTIVENESS OF YOUR POLICY.

BALANCE

1 SEMESTRE	DIC 13	94
2 SEMESTRE	ENE 20	95

DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS
NEGOCIADO DE SEGURIDAD DE EMPLEO
PO BOX 1020
San Juan, PUERTO RICO 00919-1020
Tels: (809) 754-5271
754-5265

DECLARACION DE CONTRIBUCIONES DE SEGURO POR DESEMPLEO E INCAPACIDAD

UNEMPLOYMENT AND DISABILITY INSURANCE CONTRIBUTIONS REPORT

PARA USO DE LA AGENCIA – FOR AGENCY USE ONLY									
FECHA DE PAGO	MES	DIA	AÑO	FORMA DE PAGO	CK	EFE.	COD/SAL	NUM. RECIBO	VERIF. P(

[X] Marque algún cambio en su condición de patrono o su direccion. Anote al reverso.
Check if there was change on your employer status, or your mailing address. Write change on back.

INSERCO-IMPRENTA ROSADO
*INSERT CORPORATION OF PR.
APARTADO 513
SAN GERMAN PR 00683

* Favor de remitir dos cheques a favor del Secretario de Hacienda (uno para Desempleo otro para Incapacidad). Anote el numero patronal en ambos cheques.

* Please submit two checks payable to Secretario de Hacienda (one for Unemployment and other for Disability). Write yuor account number on each check.

2399400000
NUMERO CUENTA PATRONAL ESTATAL
STATE EMPLOYER ACCOUNT NUMBER
Trimestre terminado en: / Quarter ende
12/31/94 944

NUMERO EMPLEADOS EN NOMINA		
1er mes	2do mes	3er mes
86	61	55

Numero de trabajadores en su nómina para el periodo de pago que incluye el día 12 de cada mes de este trimestre.
Number of workers on your payroll during the pay period which includes the 12 th day of each month in this quarter.

		A SEGURO POR DESEMPLEO UNEMPLOYMENT INSURANCE	B SEGURO POR INCAPACID DISABILITY INSURANCE
2 Total Salarios Pagados (anote en columnas A y B) Total Wages Paid (enter in columns A and B)		213,416.07	COSVI 13-03107-000
3 Salarios Pagados Sujetos a Contribucion Taxables Wages		55,452.42	
4 Contribucion a Pagar (multiplique por los porcientos en A y B) Contribution Due (multiply by percentage on A and B)	A 3.70 B N/A	2,051.74	
5 Aportacion Especial (multiplique por este porciento) Special Assessment (multiply item no. 3 by this percentage)	1.00	554.52	
6 Importe del Cheque (sume las cantidades en los encasillados 4 y 5 para el total de la columna A) Amount of the check (add amounts in items 4 and 5 for total in column A)		2,606.26	
7 Firma del Patrono u Oficial Autorizado/SIGNATURE OF EMPLOYER OR AUTHORIZED AGENT		8 Titulo/Position: Presidente	9 Fecha/Date: 1/30/95

DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS
NEGOCIADO DE SEGURIDAD DE EMPLEO
PO BOX 1020
San Juan, PUERTO RICO 00919-1020

DECLARACION TRIMESTRAL DE SALARIOS PAGADOS A CADA EMPLEADO

QUARTERLY REPORT OF WAGES PAID TO EACH EMPLOYEE

INSERCO-IMPRENTA ROSADO
*INSERT CORPORATION OF PR.
APARTADO 513
SAN GERMAN PR 00683

[ ] Marque si informó los salarios en Cinta Magnetica o Disco Flexible.
Check if you sent the wages in Magnetic Tape or Diskette.

2399400000
NUMERO CUENTA PATRONAL ESTATA
STATE EMPLOYER ACCOUNT NUMBEF
Trimestre terminado en: / Quarter end
12/31/94 944

1 Num. de Seguro Social del Empleado Employee's Social Security Account Number	2 Nombre del Empleado (Apellido, nombre, inicial) Employee's Name (last name, first, midle initial)	3 Salarios Pagados a Empleado en Trimest: Total Wages Paid to Employee in the Qua
4 Total Salarios Pagados (debe ser igual al encasillado 2 del PR-SD-10) Total Wages Paid in Quarter (same as item 2 OF PR-UI-10)		

Esta Declaración de Salarios debe acompañarse con la Declaración de Contribuciones

Tot[illegible] de Empleados

NSSCH
4-94

DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS
NEGOCIADO DE SEGURO SOCIAL PARA CHOFERES Y OTROS EMPLEADOS

DECLARACION DE CONTRIBUCIONES DE SEGURO CHOFERIL

P63-018023
INSERT CORPORATION DE P.R.
INSERTCO
PO BOX 377
SAN GERMAN PR 00683
ENVIAR PAGO CON ESTA PLANILLA

Trimestre 4/94

PARA USO DE LA OFICINA EXCLUSIVAMENTE
Sitio de pago _____
Rec. Ofic. Núm. _____
Fecha de pago _____
Importe Recibido _____
Verificado por _____
Intervenido por _____

Tipo Contributivo: 80¢ multiplicado por cada semana trabajada en el trimestre. (30¢ aportación patronal - 50¢ aportación del empleado). Hacer cheque o giro a nombre del Secretario de Hacienda, anotando su número de cuenta.

RELACION DE EMPLEADOS

NOMBRE (según aparece en su licencia)	Núm. de Licencia de Conducir	Número de Seguro Social	Núm de Semanas trabajadas en el trimestre	Fecha última semana trabajada en trimestre	Fecha en que cesó en su empleo	IMPORTE
Wilson I. Sepúlveda	1917147	581-77-7974	11	12-28-94	--	$8.80
Ariel Cruz Silva	1913986	581-47-0233	13	12-28-94	--	10.40
Alvin Collado Casiano	2041763	583-91-2550	13	12-28-94	--	10.40
Axel A. Rosado	2201790	598-05-0443	13	12-28-94	--	10.40
Carlos Martínez Toro	1763598	583-45-6063	13	12-28-94	--	10.40
Edwin Sepúlveda Santana	2174968	582-33-8646	10	12-28-94	12-7-94	8.00
Juan Irizarry	475671	581-98-2352	13	12-28-94	--	10.40
José C. Sepúlveda	2159742	581-77-9903	12	12-28-94	--	9.60

La Ley dispone que deberá remitir el pago, en los quince (15) días siguientes al vencimiento del trimestre.

Total a pagar: $78.40

Firma del patrono u Oficial autorizado

892-1268
Teléfono

1-12-95
Fecha

Esta planilla debe radicarse al finalizar el trimestre. La ley cubre a los choferes, conductores de vehículos de motor y a las personas con licencia de conductor empleadas por otra en cualquier ocupación, que como parte integrante de su trabajo conduzca, usual y regularmente un vehículo de motor durante cualquier número de horas en una semana.

COSVI COOPERATIVA DE SEGUROS DE VIDA DE PUERTO RICO

DIVISION DE SEGURO-GRUPAL

factura
S I N O T

INSERT CORP OF PR
PO BOX 377
SAN GERMAN PR 00683-0513

FECHA DE PROCESO	SEG. SOCIAL FEDERAL	PAGINA
12/31/94	660-39-5322	1

DECLARACION DE CONTRIBUCIONES - LEY 139 DEL 26 DE JUNIO/1968 ENMENDADA

NO.POLIZA: 13-03107-000 TRIMESTRE TERMINADO EN: 12/31/1994 - VENCE EN : 01/15/1995
TARIFA : 0.50% NUMERO DE TRABAJADORES 95

1. TOTAL DE SALARIOS PAGADOS	$213,416.00
2. MENOS: SALARIOS PAGADOS EN EXCESO DE $9,000	92,838.00
3. MENOS: SALARIOS A CHOFERES	27,821.00
4. SALARIOS PAGADOS SUJETOS A CONTRIBUCION (DIFERENCIA 1, 2 Y 3)	$92,756.00
5. CONTRIBUCION A PAGAR (TARIFA POR NUM. 4)	463.78
6. MENOS: AVISO DE CREDITO EMITIDO POR COSVI	
7. MAS : AVISO DE DEBITO EMITIDO POR COSVI	
8. IMPORTE DEL CHEQUE SEGURO POR INCAPACIDAD	$ 463.78

INFORME DE CAMBIOS
MARQUE SI EL ESTABLECIMIENTO:
- [ ] FUE VENDIDO FECHA _____
- [ ] DESCONTINUADO FECHA _____
- [ ] CAMBIO DE NOMBRE
- [ ] CAMBIO SEG. SOCIAL FEDERAL
- [ ] CAMBIO DIRECCION POSTAL

1. VENDIDO A: _____ DIRECC. _____
2. NUEVA DIRECCION: _____
3. NUEVO NOMBRE: _____
4. FECHA DE CAMBIO: _____
5. CAMBIO DE LOCALIZACION SU NEGOCIO? [ ]SI [ ]NO
6. CAMBIO DE NATURALEZA O ACTIVIDAD? [ ]SI [ ]NO
7. OTROS: ESPECIFIQUE

IMPORTANTE:
1. AÑADIR NOMBRE Y NUM. DE SEG. SOCIAL CORRECTO DE TODOS LOS EMPLEADOS.
2. INCLUIR LISTA DE SALARIOS PAGADOS Y TRIBUTABLES DE CADA TRABAJADOR. SI EL ESPACIO NO ES SUFICIENTE ENVIE UNA LISTA ADICIONAL O UN INFORME MECANIZADO CON EL NOMBRE, SEG. SOCIAL Y SALARIOS PAGADOS DEL TRIMESTRE, SEGUN INDICA LA PLANILLA.
3. SI OCURRIO ALGUN CAMBIO EN SU NEGOCIO, ES NECESARIO QUE MARQUE EL ENCASILLADO CORRESPONDIENTE E INCLUYA LA INFORMACION REQUERIDA, NOMBRE, NUM. SEG. SOCIAL FEDERAL, ETC.

CERTIFICO QUE LA INFORMACION CONSIGNADA EN ESTA DECLARACION Y EN LA DECLARACION DE SALARIOS ADJUNTA ES CIERTA Y CORRECTA. Y QUE LAS DEDUCCIONES DE LOS SALARIOS SE HAN EFECTUADO DE ACUERDO CON LA LEY DE BENEFICIOS POR INCAPACIDAD.

FIRMA DEL PATRONO U OFICIAL AUTORIZADO

FECHA: 1/13/95 TITULO: Presidente TELEFONO: 892-1263

TOTAL A PAGAR 463.78

) Box J63428, San Juan, PR 00936-3428 • Ave. Americo Miranda #400, Esq. Expreso Las Americas, Rio Piedras, PR 00927 • Tel. 751-5656 • Fax 758-1961

COPIA ENVIAR CON EL PAGO

MENDEZ & MENDEZ INSURANCE
(809) 833-7373
(FAX) 265-2119

Carmelo Martínez #116
Bo. Dulces Labios
Mayaguez, PR 00680

P.O. Box 2953
Marina Station
Mayaguez PR 00681

26 de enero de 1995

Sr. Alexis Rosado
Presidente
Insert Corp. of PR
P.O. Box 513
San Germán, PR 00683

Estimado señor Rosado:

Le agradecemos la oportunidad que nos ha brindado de conocerle y la satisfacción de que en nuestro continuo crecimiento sean usted y su Empresa parte indispensable.

Como parte de nuestros servicios nos place incluirle cotización para la póliza de Riesgos Multilineales de su prestigiosa empresa, de acuerdo a información actualizada.

La misma le detallo a continuación:

Sección I - Propiedad

1. Estructura Principal

   Cantidad Asegurada

   $402,000.00

   Estructura 1 Anexo al Edificio Principal

   Cantidad Asegurada

   $ 23,000.00

Estructura 2 Anexo al Edificio Principal

Cantidad Asegurada

$ 35,000.00

2. Contenido (Desglose)

a. Equipo de Imprenta, Maquinaria y Mejoras

$2,052,395.00

b. Equipo de Oficina

$43,350.00

c. Raw Material

$144,000.00

Deducible - $250.00

DEDUCIBLES :

Terremoto

5%

Huracán

2%

Incendio, Cubierta Ampliada, Vandalismo, Robo y Escalamiento

$250.00

Sección II - Cubiertas Adicionales

1. Computadoras

Límite - $33,035.00

Deducible - $250.00

Endoso de Breakdown Coverage

Deducible - $1,000.00

2. Functional Replacement Cost

3. Business Interruption and Extra Expenses

Límite - $500,000.00

4. Stop Gap

Límite - $500,000.00

5. Transportation Floater

Límite - $12,000.00

Deducible - $250.00

6. Endoso de Asegurado Adicional

Sección III- Responsabilidad Civil

Cubierta	Límite
Por Ocurrencia	$1,000,000.00
Responsabilidad Por Producto	$1,000,000.00
Líbelo y Difamación	$1,000,000.00
Agregado	$1,000,000.00
Daños Por Fuego	$ 50,000.00
Pagos Médicos	$ 5,000.00

PRIMA ANUAL

$28,596.00 x 29,167 92 ÷ 4 = 7291 9

COMPANIA ASEGURADORA

NATIONWIDE INSURANCE COMPANY

Nota Importante:

Esto es tan sólo una ilustración de algunos beneficios de su Programa de Seguros. Tan sólo la Póliza contiene todos los beneficios, condiciones y exclusiones.

Le exhortamos a que si tiene alguna duda o pregunta nos la deje saber.

Comprometidos en brindarles el mejor y más dedicado de los servicios, quedo

Muy cordialmente,

Juan M. Méndez Rivera

(INSERT95.001)

NATIONWIDE MUTUAL INSURANCE COMPANY
OFICINA SUCURSAL CALLE MEJICO #16
HATO REY, PUERTO RICO 00917

DIRECCION POSTAL
PO BOX 191899
SAN JUAN PR 00919-1899

NATIONWIDE INSURANCE
Nationwide is on your side

December 12, 1994

INSERT COMPANY OR PR INC.
BOX 377
SAN GERMAN PR 00683

Póliza #88- BA399915
Policy

Cubriendo _____
Covering

La prima total de su póliza es $ 9,852.00 más $ 6.00
The total premium of your policy is

por el servicio de pagos aplazados. Nos place informarle a
for installment plan service. It is a pleasure to inform you
continuación las fechas y cantidades de los plazos a pagar:
the dates and amounts of the installments:

$ 2,464.50	-		Immediately ok
$ 2,464.50	-	En o antes de / On or before	3/26/95
$ 2,464.50	-	En o antes de / On or before	6/24/95
$ 2,464.50	-	En o antes de / On or before	9/22/95

Favor de enviar sus pagos a Nationwide Mutual Insurance Company,
Please send your payments to Nationwide Mutual Insurance Co.,
Apartado 191899 San Juan Puerto Rico 00919-1899, dentro del periodo
PO Box 191899 San Juan Puerto Rico 00919-1899, within the
antes indicado.
indicated period.
Gracias por su patrocinio.
Thank you for your patronage.

Atentamente,
Very truly yours,

cc: Productor #00781

NATIONWIDE MUTUAL INSURANCE COMPANY

We suggest that you write this dates on your calendar, even-- though we will send a reminder, this might not get to you. Is INDISPENSABLE you indicate your policy number on your check to help us credit your account inmediatelly. THANK YOU.

Auto 4467-G-88

BRANCH OFFICE: 16 MEJICO ST. • SAN JUAN, PUERTO RICO 00917
PO BOX 191899 • SAN JUAN PUERTO RICO 00919-1899
PONCE OFFICE: CENTRO COMERCIAL DEL SUR - OFFICE 36-E
PONCE, PUERTO RICO 00731
MAYAGUEZ OFFICE: CARRETERA NO. 2 MARGINAL CALLE GIRALDA 102
URB. SULTANA MAYAGUEZ, PUERTO RICO 00681

NATIONWIDE INSURANCE
Nationwide is on your side

December 12, 1994

INSERT COMPANY OR PR INC.

BOX 377
SAN GERMAN PR 00683

RE: COMMERCIAL AUTO INSURANCE
POL. #: 88BA399915

Dear Sir:

Your NATIONWIDE commercial automobile insurance renewal policy is attached.

Over the last several years insurance policies have been revised as part of an industry-wide modernization. The new forms simplify the policy and update coverages to reflect legal and social developments, as well as recognize changes in technology and business conditions.

Your new simplified Business Auto and Garage policy forms adhere to a format and style adopted in Puerto Rico for other commercial insurance coverages. The policy is written to be more understandable, yet it is still a complex contract, including language required by law or with legal precedent.

Your protection under this new policy remains basically unchanged. However there are some revisions to be noted.

We appreciate the opportunity to provide for your continuous insurance protection. Should you have any questions we urge you to review them with your local NATIONWIDE representative.

Sincerely,

NATIONWIDE MUTUAL INSURANCE CO.

NATIONWIDE INSURANCE

BLANKET PROTECTOR COMMON DECLARATIONS

ISSUED BY: NATIONWIDE MUTUAL INSURANCE COMPANY

Policy Number: 88BA399915

Named Insured
Mailing Address

INSERT COMPANY OR PR INC.
BOX 377
SAN GERMAN PR 00683

POLICY PERIOD: From JANUARY 15, 1995 to JANUARY 15, 1996 at 12:01 A.M. Standard Time at your mailing address.

Form of Business:
Description of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

This policy consists of the coverages indicated as included. The premium may be subject to adjustment.

	Included	Not Included
Commercial Property Coverage	_	X
Commercial General Liability Coverage	_	X
Commercial Crime Coverage	_	X
Mechanical, Electrical and Pressure Equipment Coverage	_	X
Commercial Inland Marine Coverage	_	X
Commercial Auto Coverage	X	_
Garage Coverage	_	X
Farm Coverage	_	X
Other Coverages	_	

Total Advance Premium $ 9,852.00 Premium Payable at Inception $ 9,852.00

In the event of cancellation by you, we shall receive and retain not less than $ 10.00 as the minimum premium.

IF THE DECLARATIONS ATTACHED TO THIS POLICY SHOW COLLISION COVERAGE APPLIES TO HIRED AUTO: THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY AND ITS ATTACHED ENDORSEMENTS.

Forms in common to all coverage:

Date of Issue: 12-12-94 Issuing Office: HATO REY, PR 00919
Countersignature Date: 12-12-94 Agency At: MAYAGUEZ PR 00681
Agent: JUAN M. MENDEZ
00781

Cas. 3200-A (1-87)

NATIONWIDE INSURANCE

BLANKET PROTECTOR
BUSINESS AUTO COVERAGE FORM DECLARATIONS

ISSUED BY: NATIONWIDE MUTUAL INSURANCE COMPANY

Policy Number:
88BA399915

ITEM ONE

POLICY PERIOD: From JANUARY 15, 1995 to JANUARY 15, 1996 at 12:01 A.M. Standard Time at your mailing address.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	AS SHOWN ON THE AUTO SCHEDULE	$ 3,382
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		SEPARATELY STATED IN EACH PIP ENDORSEMENT MINUS THE Ded. AS SHOWN ON THE AUTO SCHEDULE	$
ADDED PERSONAL INJURY PROTECTION(or equivalent added No-Fault coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT OR AS SHOWN ON THE AUTO SCHEDULE	$
PROPERTY PROTECTION Insurance (Michigan only)		SEPARATELY STATED IN THE P.P.I ENDORSEMENT MINUS THE Ded. (AS SHOWN ON THE AUTO SCHEDULE) FOR EACH ACCIDENT	$
AUTO MEDICAL PAYMENTS	7	AS SHOWN ON THE AUTO SCHEDULE	$ 232
UNINSURED MOTORISTS		AS SHOWN ON THE AUTO SCHEDULE	$
UNDERINSURED MOTORISTS (when not included in Uninsured Motorists Coverage)		AS SHOWN ON THE AUTO SCHEDULE	$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS THE Ded. (AS SHOWN ON THE AUTO SCHEDULE) FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR (of the Supplementary Declarations) for hired or borrowed "autos."	$ 3,037
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR (of the Supplementary Declarations) for hired or borrowed "autos."	$
PHYSICAL DAMAGE COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS THE Ded. (AS SHOWN ON THE AUTO SCHEDULE) FOR EACH COVERED AUTO. See ITEM FOUR (of the Supplementary Declarations) for hired or borrowed "auto".	$ 3,201
PHYSICAL DAMAGE TOWING AND LABOR (Not Available in California)		$ for each disablement of a private passenger auto	$

PREMIUM FOR ENDORSEMENTS	$
ESTIMATED TOTAL PREMIUM	$ 9,852

FORMS APPLICABLE TO BUSINESS AUTO COVERAGE FORM:

AUTO 9017

CA-0001 01-87	CA-9928 01-87	CA-0029 12-88	CA-0114 05-91	CA-9927 01-87
IL-0003 06-89	IL-0017 11-85	IL-0021 11-85	CAS 2128 08-89	CA-9903 01-87
CA-9928 01-87				

ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN (See Attached Auto Schedule)

ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO LIABILITY COVERAGE AND PREMIUMS

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	PREMIUM
			$

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		$
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$
			$

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POLICYHOLDER MEMBERSHIP IN THE COMPANY

(Applicable Only In the Nationwide Mutual Insurance Company or the

Nationwide Mutual Fire Insurance Company In All States Except Those Specifically Provided For)

Because this policy is issued by a mutual insurance company, you are a member of the company while this or any other policy is in force. While a member you are entitled to one vote only - either in person or by proxy - at meetings of the company. You are entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in your policy.

The annual meeting of members of the company issuing your policy (the company is indicated on the Declarations page) will be held at the Nationwide Plaza in Columbus, Ohio, on the first Thursday of April. The time of the meeting for the Nationwide Mutual Fire Insurance Company is 9:30 A.M. and the time of the meeting for the Nationwide Mutual Insurance Company is 10:00 A.M. We will mail notice of any change in meeting dates, time or place to you at your address last known to us at least ten days prior to the rescheduled meeting date.

This policy is non-assessable, meaning that you are not subject to any assessment beyond the premiums we require for each policy term.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company or Nationwide Property and Casualty Insurance Company, whichever is the issuing company as designated on the Declarations, has caused this policy to be signed by its President and Secretary at Columbus, Ohio, and countersigned by a duty authorized representative of the company.

ATTEST:

Gordon E. McCutchan
Secretary

Richard McFarland
President

Policy Number: 68A399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	001			002		
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	93 FORD VAN 1FTF24H3PHA78954			92 MITS STATION WAGON JA3C25W6N2017278		
ORIGINAL COST NEW	$21,000					
TERRITORY CODE/TERMINAL ZONE	008			008		
LIAB.CLASS CODE/PHYS.D. CLASS CODE	0359 0359			7398		
STATED AMOUNT VALUE						
GARAGING ADDRESS	SAN GERMAN		PR	SAN GERMAN		PR
		LIMITS	PREMIUM		LIMITS	PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT		 $250,000 $500,000 $100,000	 $457 $292		 $250,000 $500,000 $100,000	 $186 $147
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT						
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT						
NO-FAULT COVERAGE						
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT						
MEDICAL PAYMENTS COVERAGE	$5,000		$54	$5,000		$54
COMPREHENSIVE COVERAGE	$500 DED.		$214	DED.		
COLLISION COVERAGE	$500 DED.		$681	DED.		
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE						
TOTAL PREMIUM PER VEHICLE			$1,698			$387

Policy Number: 98BA399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The Insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	003			004		
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	92 VOLV 960 YV1K59506N0018679			93 FORD F350 1FDKF37H1RN		
ORIGINAL COST NEW	$52,900					
TERRITORY CODE/TERMINAL ZONE	008			008		
LIAB.CLASS CODE/PHYS.D. CLASS CODE	7398 7398			0359		
STATED AMOUNT VALUE	$34,000					
GARAGING ADDRESS	SAN GERMAN		PR	SAN GERMAN		PR
	LIMITS		PREMIUM	LIMITS		PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT	 $250,000 $500,000 $100,000		 $169 $128	 $250,000 $500,000 $100,000		 $457 $292
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT						
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT						
NO-FAULT COVERAGE						
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT						
MEDICAL PAYMENTS COVERAGE	$5,000		$6	$5,000		$54
COMPREHENSIVE COVERAGE	$100	DED.	$1,573		DED.	
COLLISION COVERAGE	$250	DED.	$1,388		DED.	
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE						
TOTAL PREMIUM PER VEHICLE			$3,264			$803

Policy Number: 98BA399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	005		006	
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	86 MERC MARQUIS 1MEBP8733GG618865		77 FORD VAN E34HHO8511	
ORIGINAL COST NEW				
TERRITORY CODE/TERMINAL ZONE	008		008	
LIAB.CLASS CODE/PHYS.D. CLASS CODE	7398		0359	
STATED AMOUNT VALUE				
GARAGING ADDRESS	SAN GERMAN PR		SAN GERMAN PR	
	LIMITS	PREMIUM	LIMITS	PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT	 $250,000 $500,000 $100,000	 $169 $128	 $250,000 $500,000 $100,000	 $457 $292
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
NO-FAULT COVERAGE				
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT				
MEDICAL PAYMENTS COVERAGE	$5,000	$6	$5,000	$54
COMPREHENSIVE COVERAGE	DED.		DED.	
COLLISION COVERAGE	DED.		DED.	
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE				
TOTAL PREMIUM PER VEHICLE		$303		$803

Policy Number: 88BA399915 Effective Date: JANUARY 15, 1995

NATIONWIDE INSURANCE

AUTO SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charges.	Name ID	Fire Dist.	County	Terr.
	IN		00039	008

VEHICLE ENTRY NUMBER	008			
YEAR/MAKE/MODEL VEHICLE IDENTIFICATION NUMBER	94 HOND ACCORD 1HGCD5661BA179622			
ORIGINAL COST NEW	$27,000			
TERRITORY CODE/TERMINAL ZONE	008			
LIAB.CLASS CODE/PHYS.D. CLASS CODE	7398 7398			
STATED AMOUNT VALUE	$27,000			
GARAGING ADDRESS	SAN GERMAN PR			
	LIMITS	PREMIUM	LIMITS	PREMIUM
LIABILITY COVERAGES COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT	 $250,000 $500,000 $100,000	 $118 $90		
UNINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
UNDERINSURED MOTORISTS COVERAGE COMBINED SINGLE LIMIT SPLIT LIMIT - BI EACH PERSON BI EACH ACCIDENT PD EACH ACCIDENT				
NO-FAULT COVERAGE				
NO-FAULT COVERAGE (PPI) SEE ENDORSEMENT FOR LIMIT				
MEDICAL PAYMENTS COVERAGE	$5,000	$4		
COMPREHENSIVE COVERAGE	$100 DED.	$1,250	DED.	
COLLISION COVERAGE	$250 DED.	$1,132	DED.	
TOWING & LABOR RENTAL REIMBURSEMENT CB RADIOS SOUND REPRODUCING TAPE				
TOTAL PREMIUM PER VEHICLE		$2,594		

MENDEZ & MENDEZ INSURANCE
P.O. Box 2953 Marina Station
Mayaguez, Puerto Rico 00681
Tel. (809) 833-7373
Fax (809) 265-2119

2 de noviembre de 1994

AUTORIDAD DE ENERGIA ELECTRICA
San Germán, PR 00683

RE: SR. ALEXIS ROSADO

A quien pueda interesar:

Como parte de nuestros servicios nos place incluirle Renovación de la Fianza de referecia a favor de la Autoridad de Energía Eléctrica, con fecha de efectividad de 11-26-94 a 11-26-95.

De tener alguna duda o pregunta sobre el particular favor de comunicarse con la que suscribe.

Comprometidos en brindarle el mejor de los servicios quedo,

Daisy Méndez de Méndez
Asistente Administrativo

/crh

Anejo (memo.1)

PUERTO RICAN-AMERICAN INSURANCE COMPANY

(A stock insurance company-herein called the company)
P. O. BOX 70333, SAN JUAN, PUERTO RICO 00936-7333
PRAICO, STANDS FOR SECURITY SINCE 1920

CONTINUOUS BOND CERTIFICATE

Bond No.: 8925414

THIS CERTIFIES that Bond No. 8925414 issued by the undersigned, dated the 26TH DAY OF NOVEMBER, 1991 on behalf of

INSERT CORPORATION OF PR INC in the amount of

----------TEN THOUSAND FIVE HUNDRED AND 00/100----------

----------($10,500.00)---------- and in favor of

PUERTO RICO ELECTRIC POWER AUTHORITY covers an indefinite term beginning on the 26TH DAY OF NOVEMBER,1991 and ending with the cancellation of said bond or other legal termination thereof; and the said bond is now in full force and effect and will continue in full force and effect until cancelled or otherwise legally terminated.

Signed, sealed and dated this 13TH DAY OF OCTOBER, 1994

PREMIUM : $210.00
TERM : 11-26-94/95

FILE : 470-17103

GC

PUERTO RICAN-AMERICAN INSURANCE COMPANY

By: MAYRA E GONZALEZ SANTANA
Attorney-in-fact

LOCATION COVERED AT: CARR 102, KM 33.2
PARQUE INDUSTRIAL EL RETIRO
SAN GERMAN PR
ACCT. NO. : 6164082-40100

Not to be used for bonds having a stated expiration date.

FORM U-103

ENDORSEMENT

This endorsement, effective NOVEMBER 26, 1994 forms a part of Bond no. 8925414 issued to INSERT CORPORATION OF P R INC

By PUERTO RICAN-AMERICAN INSURANCE COMPANY.

It is hereby agreed and understood that items 2 and 7C are amended to read as follows:

2. This obligation shall constitute a condition for the supply of electric energy to the Principal, to guaranty the payment of electrical service, rent of equipment and power transformers, and any other economic liabilities related to such services rendered by the Obligee to the Principal at:

CARR 102, KM 33.2
PARQUE INDUSTRIAL EL RETIRO
SAN GERMAN PR

ACCT. NO. 6164082-40100

for as long as Principal shall make use of electrical service at above indicated location, commencing on . NOVEMBER 26, 19 94 .

7. This Contract Bond may be cancel at any time upon giving sixty (60) days written notice to other party, as follows:

C. The notice of cancellation shall be personally delivered or sent by mail with return receipt request.

When the cancellation of the Contract Bond is made by the Surety, the notice of cancellation must be personally delivered or sent by mail to the address of the District Office of the Obligee which handles the account of the Principal.

In the event of Contract Bond which warrants more than one account handled by different district offices, the notice of cancellation must be delivered or mailed to the attention of the Director of Consumer Services. In any of the two aforementioned cases, a copy of the cancellation notice must be sent to the Principal.

Signed and sealed this 20TH day of OCTOBER 1994 .

All other terms and conditions of this bond remain unchanged.

Endorsement no. 1

PUERTO RICAN-AMERICAN INSURANCE COMPANY

By: _____

MAYRA E. GONZALEZ SANTANA
Attorney-in-fact

U5PREPA94

Fallece empresario sangermeño Alexis Rosado Díaz

5 diciembre, 2014 10:40 am by Redaccion y comunicados

Alexis Rosado Díaz
(1939-2014)

SAN GERMÁN: El conocido empresario Alexis Rosado Díaz, quien por años dirigió la imprenta INSERTCO y 3A Press; y editó la revista sangermeña IMPACTO, ha fallecido. Rosado Díaz, de 75 años, fue un destacado comerciante, líder cívico y miembro de la comunidad en la Ciudad de las Lomas.

Presidió la Legislatura Municipal de San Germán. También estuvo afiliado a la Asociación de Industriales del Suroeste (SWIA); fue uno de los fundadores de la Asociación de Comerciantes de San Germán y participó activamente en la Asociación de Impresores de Puerto Rico y la Florida.

El sepelio de Alexis Rosado está programado para efectuarse el sábado 6 de diciembre, a las 10:00 de la mañana, en el Cementerio Viejo de San Germán.

Comparte esto:

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Su alternativa para Equipos Médicos
787-849-5566 - 787-413-1546

Filed Under: Comunidad, Portada Tagged With: 3A Press, Alexis Rosado Díaz, Ciudad de las Lomas, fallece Alexis Rosado Díaz, INSERTCO, noticias de Mayagüez, noticias de San Germán, noticias del oeste, revista IMPACTO de San Germán, San German, SWIA

Comments

1. *Thelma* says:
   5 diciembre, 2014 5:34 pm at 5:34 PM

   Dios les de fortaleza.

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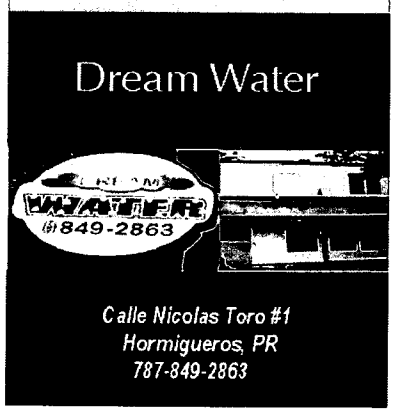
Yeidi N. Vélez Acevedo
Abogada-Notario

Calle Monserrate #2, Hormigueros
Tel/Fax: 787-849-1402

Casos Civiles,Laborales,Herencias, Notaría en General



génesis
LABORATORIO CLÍNICO

Lcda. Aileen Ramos M.T.
Lunes-Jueves 6:30 a.m.- 4:00 p.m.
Viernes 6:40 a.m. - 3:00 p.m.

Tel. 787-265-2335 I Fax: 787-834-6058
SERVICIO A DOMICILIO
Nestor Torres #31 - Poblado Rosario
San Germán, P.R.

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