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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

IN THE MATTER OF:

Advanced Packaging Products, Inc.
Ginger Root, LLC
Steven Renshaw, an individual
PJH Brands, Inc.

Proceeding Under Section 106(a)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980,
42 U.S.C. § 9606(a).

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)
) U.S. EPA Docket No. 9-2006-0011A
) UNILATERAL ADMINISTRATIVE
) ORDER FOR THE PERFORMANCE
) OF A REMOVAL ACTION
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) **AMENDED**
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I. AUTHORITY

This Unilateral Administrative Order ("Order") is issued pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9606(a), as amended by the Superfund Amendments and Reauthorization Act of 1986, and the Small Business Liability Relief and Brownfields Revitalization Act of 2002 ("CERCLA"). The President delegated this authority to the Administrator of the United States Environmental Protection Agency ("EPA" or "Agency") by Executive Order 12580, January 23, 1987, 52 Fed. Reg. 2923, and further delegated it to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by EPA Delegation Nos. 14-14-A and 14-14-B. This authority has been duly redelegated to the Branch Chief, Superfund Division, EPA Region 9 ("Branch Chief"), by delegations dated September 29, 1997, and November 16, 2001.

II. PARTIES BOUND

1. This Order shall apply to and be binding on Advanced Packaging Products, Inc. ("APP"), Ginger Root, LLC ("Ginger Root"), PJH Brands, Inc. ("PJHB") and Steven Renshaw ("Renshaw"), collectively herein referenced as "Respondents." This Order shall be binding on Respondents and any agents, officers, employees, successors and assigns. No change in ownership or operational status will alter Respondents' obligations under this Order. Notwithstanding the terms of any contract or agreement, Respondents are responsible for compliance with this Order and for ensuring that its employees, contractors, and agents comply with this Order. Respondents shall provide a copy of this Order to all contractors, subcontractors, and consultants that are retained by it to perform the work required by this Order within three (3) days after the Effective Date of this Order or within three (3) days of retaining their services, whichever is later.

2. Respondents may not convey any title, easement, or other interest that they may have in any property comprising the Site, as the term "Site" is defined below, without a provision permitting the continuous implementation of the provisions of this Order. If Respondents wish to transfer any title, easement, or other interest that it may have in any property comprising the Site, Respondents shall provide a copy of this Order to any subsequent owner(s) or successor(s) before any ownership rights are transferred. In such case, Respondents shall advise EPA as soon as practical prior to any anticipated transfer of interest.

III. DEFINITIONS

3. Unless otherwise expressly provided herein, the terms used in this Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever the terms listed below are used

in this Order, or in the exhibits attached hereto and incorporated hereunder, the following definitions shall apply:

“Days” shall mean consecutive calendar days unless expressly stated otherwise.

“Working days” shall mean consecutive calendar days other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Order where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and by the Small Business Liability Relief and Brownfields Revitalization Act of 2002, 42 U.S.C. § 9601 et seq.

“Unilateral Order” or “Order” shall mean this amended Unilateral Administrative Order, EPA docket number 9-2006-0011A, and any exhibits attached hereto, unless otherwise noted. In the event of a conflict between this Order and any exhibit, this Order shall control.

“EPA” shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300.

“Paragraph” shall mean a portion of this Order identified by an Arabic numeral.

“Response Action” shall be those specific work items Respondents are required to perform at the Site pursuant to this Order, as set forth in Section IX of this Order.

“Section” shall mean a portion of this Order identified by a Roman numeral,

unless otherwise stated.

"Site" shall mean the facility located at 16131 Maple Avenue, in Carson, Los Angeles County, in addition to any associated personal property, such as motor vehicles, trailers, containers, and other real property at which hazardous substances exist from the operation of the facility, migration from the January 9, 2006 fire or where containers of hazardous substances were impacted from the fire.

"State" shall mean the state of California, and all of its political subdivisions, including the Department of Toxic Substances Control ("DTSC").

"United States" shall mean the United States of America.

IV. FINDINGS OF FACT

4. Site description

The Site was operated as a paint and automotive liquids blending and packaging firm, blending solvents and other liquids to customer specifications, sometimes using propane as a propellant for aerosol spray cans. The Site includes a brick building and a fenced storage yard that is paved with asphalt. A fire on January 9, 2006, substantially destroyed the business operations, and impacted various bulk and non-bulk containers in the storage yard.

There are approximately 250 fire-damaged containers of hazardous substances at the Site, and many other containers storing suspected hazardous substances that appear to be unlabeled and stored in excess of the authorized holding times under state and federal law. Additionally, there are three industrial propane cylinders, at least one of which was destroyed in the fire.

The Site is in a generally industrial area, and is bounded by another commercial facility with a chemical storage area, and by a plant nursery. Hazardous substances may have migrated from the Site after the January 9, 2006 fire, and chemical containers at the J.W. Miller Property

may have been damaged by the fire and threaten release.

5. Site ownership and operation

Ginger Root is the owner of the Site, and PJHB, acting through APP and Renshaw, maintains operational control over the facilities, equipment, materials and vehicles at the Site. APP is the alter ego of Renshaw, as the shareholder and president of the inadequately capitalized corporation without liability insurance or other significant assets to satisfy corporate obligations; Renshaw used APP as a shell, instrumentality or conduit for the business of PJHB. Renshaw abandoned the facility in May 2006, leaving no contact information and failing to return messages from EPA. APP also is an alter ego of PJHB, which controlled virtually all aspects of APP's operations, including controlling decisions on worker safety equipment and protocol, excluding the titled APP management from operational decisions, and directly operating APP's facility since April 2004 in the absence of title APP management.

6. Release Characteristics

Hazardous substances at the Site are stored within the 250 drums and other containers, and include aromatic solvents such as toluene, xylene, ethyl benzene, methylene chloride and acetone. Additionally, there are several thousand containers of solvents and explosive materials inside the warehouse at the Site, now abandoned. EPA sampled a survey of the containers and confirmed that many are ignitable, and therefore are characterized as a hazardous waste pursuant to 40 C.F.R. § 261.21. These containers of hazardous substances are distributed throughout the Site. These hazardous substances have remained at the Site since the fire on January 9, 2006, and many of the containers are compromised and subject to catastrophic failure and further release of hazardous substances. Fire suppression run-off has spread hazardous substances throughout the Site, and rains may continue to mobilize this contamination. There is limited

security at the Site and the drum storage area is vulnerable to vandalism and burglary.

Additionally, the containers are exposed to weather. More specific details of materials at the Site and release conditions are stated in the Memorandum *Request for a Time-Critical Removal Action at the Advanced Packaging and Products Site* (the "Action Memorandum"), including amendments, attached with this Order as Appendix A.

The materials EPA observed at the Site and referenced in the Action Memorandum are "hazardous substances," as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and by meeting requirements set forth in 40 C.F.R. §§ 261.21(a)(1). Threats to public health or the environment stem from the significant potential for releases due to vandalism, weather, fire, and deteriorating containers. Vandalism, fire, and deteriorating containers create an imminent and substantial threat of a catastrophic release of hazardous substances at the Site, and the migration of hazardous substances from the Site. EPA issued to APP a unilateral administrative order to compel a response at the Site on April 13, 2006 (the "Original Order.") Through Renshaw, APP provided a notice of intent to comply with the Original Order on April 21, 2006, but has not conducted any response pursuant to the Original Order.

The administrative record supporting this action is available for review at the EPA, Region 9 offices located at 75 Hawthorne Street, San Francisco, California.

V. CONCLUSIONS OF LAW

7. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

8. APP, PJHB, Renshaw and Ginger Root are each a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

9. APP, Renshaw and PJHB operated the Site during the fire that occurred on

January 9, 2006, and presently maintain operational control over the Site. Ginger Root is the owner of the Site. Accordingly, Respondents are "liable" within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a)(1), and are subject to this Order under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

10. The materials identified in the Appendix A are "hazardous substances" as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). Hazardous substances disposed, leaking or threatening to leak from the Site constitute a "release," as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

11. The actual or threatened release of hazardous substances from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment, within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

VI. DETERMINATIONS

Based on the Findings of Fact and the Conclusions of Law stated herein, the Branch Chief has made the following determinations:

12. That an actual or threatened release of hazardous substances from the Site presents an imminent and substantial endangerment to the public health or welfare or the environment.

13. That conditions at the Site constitute a threat to public health or welfare or the environment based on consideration of the factors stated in the NCP at 40 C.F.R. § 300.415(b), and that the actions required by this Order are necessary to protect the public health or welfare or the environment.

14. That the actions required by this Order, if properly performed, will be consistent with the NCP, and are appropriate to protect the public health or welfare or the environment.

VII. NOTICE TO THE STATE

15. Pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), EPA has notified the State of the issuance of this Order by providing a copy of this Order.

VIII. EFFECTIVE DATE

16. This Order is deemed effective on receipt (the "Effective Date"), unless a conference is requested as provided herein. If such a conference is requested, this Order shall be effective the second day following the day of such conference unless modified in writing by EPA. This Order does not supercede the April 21, 2006 Notice of Intent to Comply from APP pursuant to the Original Order, or any violations of the Original Order that occurred prior to the Effective Date of this Order.

IX. ORDER

17. Based on the Findings of Fact, Conclusions of Law, and Determinations, EPA hereby orders Respondents to perform the specific work set forth below under the direction of the EPA On Scene Coordinator ("OSC"), as designated in Section XIV, and to comply with all requirements of this Order until EPA provides notice that the Response Action is complete.

A. Work to be Performed

18. Respondents shall immediately restrict access to the Site and, for the duration of the response action required by this Order, Respondents shall not allow any materials, equipment, or any other personal property to be removed from or brought into the facility at the Site without prior EPA approval.

19. Within fourteen (14) days after the Effective Date of this Order, Respondents shall submit to EPA for approval, a Work Plan for the removal of hazardous substances from the Site. The Work Plan shall provide a concise description of the activities to be conducted to

comply with the requirements of this Order, and shall include a proposed schedule for implementing and completing such activities. The Work Plan shall comply with the guidelines for preparation provided in Paragraph 21, below, and at a minimum, shall require the Respondents to perform and complete the following removal activities within forty (40) days after EPA approves the Work Plan pursuant to Paragraphs 21 and 24 of this Order.

- A) For all areas of the Site, sample and characterize all materials (including tanks, drums and containers), except those clearly contained in original packaging, undamaged, and clearly labeled as to their contents. Characterization shall include an assessment of whether any hazardous substance is salable product. For each hazardous substance that would be designated salable product, the assessment shall include a statement of the use of the material, the useful life of the material, the value of the material and anticipated consumers of the material. Also, in all areas of the Site, characterize the building and pavement surfaces and subsurface soils to depth of three (3) feet;
- B) Perform air monitoring and sampling in accordance with Occupational Safety and Health Administration ("OSHA") regulations during all phases of the removal action, especially when there is a potential for airborne releases of toxic air contaminants. Use operational controls such as dust containment or suppression to abate fugitive dust emissions;
- C) Segregate all hazardous substances to ensure incompatible substances pose no threat of violent reaction, fire, or explosion; bulk, repack and remove non-hazardous chemicals to the appropriate solid waste disposal facility, recycling facility or return to distributor/manufacturer. All hazardous substances that are

salable product must be segregated and stored in a proper manner consistent with reasonable commercial practices;

- D) Properly bulk, repackage, transport and dispose in accordance with all applicable or appropriate regulations, all hazardous substances at the Site or, where feasible, implement alternative treatment or reuse/recycling options. Each transfer of hazardous substances, pollutants or contaminants off-Site must be consistent with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and the EPA "Revised Procedures for Implementing off-Site Response Actions," (OSWER Directive 98343.11, November 13, 1987);
- E) Assess building structures, soil and pavement for contamination and remove any remaining grossly contaminated equipment, structures, residue, soil and debris for proper disposal or other disposition;
- F) Repair or replace structures, fences, wells or other improvements that were contaminated or damaged in the course of responding to contamination; and
- G) Provide EPA with copies of all documentation related to off-Site disposal or other disposition of wastes including, but not limited to, manifests, waste profiles and analytical data and disposal costs.

20. Within five (5) days of the Effective Date of this Order, the Respondents shall provide EPA with documentation that adequately demonstrates their financial ability to complete the work to be performed pursuant to this Order. Examples of adequate financial documentation that EPA may accept include, but are not limited to, a signed contract or guarantee on the part of the Respondents' contractor that it will complete the work to be performed, a letter of credit from a financial institution, or an escrow account for the value of the work to be performed.

21. The Work Plan required in Paragraph 19 shall be reviewed by EPA, which may approve, disapprove, require revisions, or modify the Work Plan. Once approved, the Work Plan shall be deemed to be incorporated into and made a fully enforceable part of this Order. The Respondents shall implement the Work Plan as finally approved by the EPA. In addition to the requirements listed in Paragraph 19, the Work Plan shall include:

A) A Health & Safety Plan, prepared in accordance with EPA's Superfund Standard Operating Safety Guide, dated June 1992, which complies with all current OSHA regulations applicable to Hazardous Waste Operations and Emergency Response, 29 C.F.R. Part 1910. Respondents shall incorporate all changes to the Health & Safety Plan recommended by EPA and implement the Health & Safety Plan throughout the performance of the removal action; and

B) A Quality Assurance Project Plan ("QAPP") that is consistent with EPA Guidance for Quality Assurance Project Plans (EPA QA/G-5); Preparation of a U.S. EPA Region 9 Field Sample Plan for EPA-Lead Superfund Projects (Document Control No.: 9QA-05-93); and Guidance for the Data Quality Objectives Process (EPA QA/G-4).

22. Respondents shall provide EPA with a written report on completion of the transportation of hazardous substances or wastes for disposal or recycling. This report should contain a summary of the activities to comply with this Order. Within fifteen (15) days after completing the Response Action, Respondents shall provide EPA with this final summary report, which also shall include all invoices submitted by contractors (which shall identify specific work performed), and copies of all analytical data generated during the response action.

23. All documents, including technical reports and other correspondence to be submitted by the Respondents pursuant to this Order, shall be sent by over-night mail to the

following addressees or to such other addressees as EPA hereafter may designate in writing, and shall be deemed submitted on the date received by EPA.

Robert Wise, Federal On-Scene Coordinator
US Environmental Protection Agency
EPA, Region 9
2250 Obispo Road, Suite 101
Signal Hill, CA 90755

Respondents shall submit two (2) copies of each document to EPA.

24. EPA shall review, comment, and approve or disapprove each plan, report, or other deliverable submitted by Respondent. All EPA comments on draft deliverables shall be incorporated by the Respondent. EPA shall notify the Respondents in writing of EPA's approval or disapproval of a final deliverable. In the event of any disapproval, EPA shall specify the reasons for such disapproval, EPA's required modifications, and a time frame for submission of the revised report, document, or deliverable. If the modified report, document or deliverable is again disapproved by EPA, EPA first shall notify the Respondents of its disapproval of the resubmitted report, document, or deliverable, and then may draft its own report, document or deliverable and incorporate it as part of this Order, may seek penalties from the Respondents for failing to comply with this Order, and may conduct the remaining work required by this Order and seek to recover costs from the Respondents.

25. For purposes of this Order, EPA's authorized representatives shall include, but not be limited to, consultants and contractors hired by EPA to oversee the activities required by this Order.

B. Selection of Contractor(s) and Subcontractor(s)

26. All work performed by or on behalf of Respondents pursuant to this Order shall be performed by qualified individuals or contractors with expertise in hazardous waste site

investigation or remediation, unless agreed otherwise by EPA. Respondents shall, within ten (10) days after the Effective Date of this Order, notify EPA in writing of the name, title and qualifications of the individual(s) who will be responsible for carrying out the terms of this Order, and the name(s) of any contractor(s) or subcontractor(s). The qualifications of the persons, contractors, and subcontractors undertaking the work for Respondents shall be subject to EPA review and approval.

27. If EPA disapproves of any person's or contractor's technical or work-experience qualifications, EPA will notify the Respondents in writing. Respondents shall, within five (5) working days of Respondents' receipt of EPA's written notice, notify EPA of the identity and qualifications of the replacement(s). Should EPA disapprove of the proposed replacement(s), Respondents shall be deemed to have failed to comply with the Order.

28. Respondents may propose to change the individual(s), contractor(s), or subcontractor(s) retained to direct and supervise the work required by this Order. If Respondents wish to propose such a change, Respondents shall notify EPA in writing of the name, title, and qualifications of the proposed individual(s), proposed contractor(s), or proposed subcontractor(s), and such individual(s), contractor(s) or subcontractor(s) shall be subject to approval by EPA in accordance with the terms of Paragraphs 26 and 27, above. The naming of any replacement(s) by Respondents shall not extend any deadlines required by this Order nor relieve the Respondents of any of their obligations to perform the work required by this Order.

29. Respondents shall notify EPA of the respective field activities at least twenty-four (24) hours before initiating them so that EPA may adequately schedule oversight tasks.

30. Respondents shall submit to EPA a certification that Respondents or their contractor(s) and subcontractor(s) have adequate insurance coverage or other ability, subject to

approval of EPA, to compensate for liabilities for injuries or damages to persons or property that may result from the activities to be conducted by or on behalf of Respondents pursuant to this Order. Adequate insurance shall include comprehensive general liability insurance and automobile insurance with limits of one million dollars, combined single limit. If the Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then the Respondents need provide only that portion of the insurance described above that is not maintained by such contractor or subcontractor. Respondents shall ensure that such insurance or indemnification is maintained for the duration of performance of the work required by this Order. Respondents shall ensure that the United States is named as an additional insured on any such insurance policies.

C. General Provisions:

31. All work required by this Order shall be conducted in accordance with: CERCLA; the NCP; EPA Region 9 "Guidance for Preparing Quality Assurance Project Plans for Superfund Remedial Projects" (EPA, November 1992); any final amended or superseding versions of such documents provided by EPA; other applicable EPA guidance documents; any Work Plan or individual components approved pursuant to Paragraph 21 of this Order; and any report, document or deliverable prepared by EPA because Respondents failed to comply with this Order.

32. All plans, schedules, and other reports that require EPA's approval and are required to be submitted by Respondents pursuant to this Order shall, after approval by EPA, be incorporated into and enforceable under this Order.

33. EPA will oversee Respondents' activities as specified in Section 104(a)(1) of

CERCLA, 42 U.S.C. § 9604(a)(1). Respondents shall support EPA's initiation and implementation of activities needed to carry out its oversight responsibilities. Respondents also shall cooperate and coordinate the performance of all work required to be performed under this Order with all other work being performed at the Site, including work performed by EPA, the State, or any other party performing work at the Site with the approval of EPA.

34. Respondents shall undertake all actions required by this Order in accordance with the requirements of all applicable local, state, and federal laws and regulations unless an exemption from such requirements is specifically provided under CERCLA or unless the Respondents obtain a variance or exemption from the appropriate governmental authority.

X. NOTICE OF INTENT TO COMPLY

35. Respondents shall, within two (2) working days of the Effective Date of this Order, provide written notice to EPA of Respondents' irrevocable intent to comply with this Order. Failure to respond, or failure to agree to comply with this Order, shall be deemed a refusal to comply with this Order.

XI. OPPORTUNITY TO CONFER

36. Respondents may, within two (2) working days of receipt of this Order, request a conference with the Section Chief of the Emergency Response Section in the Response, Planning and Assessment Branch in the EPA Region 9 Superfund Division, or whomever the Section Chief may designate. If requested, the conference shall occur within five (5) days of the request, unless extended by mutual agreement of the Parties, at EPA's Regional Office, 75 Hawthorne Street, San Francisco, California.

37. At any conference held pursuant to Respondents' request, Respondents may appear in person, or be represented by an attorney or other representative. If Respondents desire

such a conference, Respondents shall contact Andrew Helmlinger, EPA Attorney Advisor, at (415) 972-3904.

38. The purpose and scope of any such conference held pursuant to this Order shall be limited to issues involving the implementation of the Response Action required by this Order and the extent to which Respondents intend to comply with this Order. If such a conference is held, Respondents may present any evidence, arguments or comments regarding this Order, its applicability, any factual determinations on which the Order is based, the appropriateness of any action that the Respondents are ordered to take, or any other relevant and material issue. Any such evidence, arguments or comments should be reduced to writing and submitted to EPA within three (3) days following the conference. This conference is not an evidentiary hearing, and does not constitute a proceeding to challenge this Order. It does not give Respondents a right to seek review of this Order, or to seek resolution of potential liability, and no official record of the conference will be made. If no conference is requested, any such evidence, arguments or comments must be submitted in writing within three (3) days following the Effective Date of this Order. Any such writing should be directed to Andrew Helmlinger, at the following address:

Environmental Protection Agency
75 Hawthorne Street, ORC-3
San Francisco, CA 94105

39. Respondents are hereby placed on notice that EPA will take any action that may be necessary in the opinion of EPA for the protection of public health and welfare and the environment, and Respondents may be liable for the costs of those actions under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

XII. ENDANGERMENT AND EMERGENCY RESPONSE

40. In the event of any action or occurrence during the performance of the work that causes or threatens to cause a release of a hazardous substance or that may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action(s) to prevent, abate, or minimize the threat, and shall immediately notify EPA's primary OSC, or, if the primary OSC is unavailable, EPA's alternate OSC, as designated below in Paragraph 46. If neither of these persons is available, Respondents shall notify the EPA Emergency Response Unit, Region 9, by calling (800) 300-2193. Respondents shall take such action(s) in consultation with EPA's OSC and in accordance with all applicable provisions of this Order, including but not limited to the approved Health & Safety Plan.

41. Nothing in the preceding Paragraph shall be deemed to limit any authority of the United States to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances at or from the Site.

XIII. MODIFICATION OF WORK REQUIRED

42. In the event of unanticipated or changed circumstances at the Site, Respondents shall notify the EPA OSC by telephone within twenty-four (24) hours of discovery of the unanticipated or changed circumstances. This verbal notification shall be followed by written notification postmarked no later than within three (3) days of discovery of the unanticipated or changed circumstances.

43. The Branch Chief may determine that in addition to the tasks addressed herein, additional work may be required to address the unanticipated or changed circumstances referred to in Paragraphs 40 and 42. Where consistent with Section 106(a) of CERCLA, the Branch Chief may direct, as an amendment to this Order, that Respondents perform these tasks in

addition to those required herein. Respondents shall implement the additional tasks that the Branch Chief identifies. The additional work shall be completed according to the standards, specifications, and schedules set forth by the Branch Chief in any modifications to this Order.

XIV. DESIGNATED PROJECT MANAGERS

44. EPA designates Robert Wise, an employee of EPA Region 9, as its primary OSC and designated representative at the Site, who shall have the authorities, duties, and responsibilities vested in the OSC by the NCP. This includes, but is not limited to, the authority to halt, modify, conduct, or direct any tasks required by this Order or undertake the Response Action (or portions of the Response Action) when conditions at the Site present or may present a threat to public health or welfare or the environment as set forth in the NCP. Within two (2) days of the Effective Date of this Order, Respondents shall designate a Project Coordinator who shall be responsible for overseeing Respondents' implementation of this Order. To the maximum extent possible, all oral communications between Respondents and EPA concerning the activities performed pursuant to this Order shall be directed through EPA's OSC and Respondents' Project Coordinator. All documents, including progress and technical reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be delivered in accordance with Paragraph 23, above.

45. EPA and Respondents may change their respective OSC and Project Coordinator. Notification of such a change shall be made by notifying the other party in writing at least five (5) days prior to the change, except in the case of an emergency, in which case notification shall be made orally followed by written notification as soon as possible.

46. Consistent with the provisions of this Order, the EPA designates Pete Guria as an alternate OSC, in the event Robert Wise is not present at the Site or is otherwise unavailable.

During such times, Pete Guria shall have the authority vested in the OSC by the NCP, as set forth in Paragraph 44 above.

47. The absence of the EPA OSC from the Site shall not be cause for the stoppage of work. Nothing in this Order shall limit the authority of the EPA OSC under federal law.

XV. SITE ACCESS

48. Respondents shall permit EPA and its authorized representatives, including its contractors and the State, to have access at all times to the Site to monitor any activity conducted pursuant to this Order and to conduct such tests or investigations as EPA deems necessary. Nothing in this Order shall be deemed a limit on EPA's authority under federal law to gain access to the Site.

49. To the extent that Respondents require access to property other than property that they may own to carry out the terms of this Order, Respondents shall, within a reasonable time to implement the requirements of this Order, obtain access for: EPA, its contractors, oversight officials, or other authorized representatives; State oversight officials or contractors; and Respondents and their authorized representatives. If Respondents fail to gain access within the time period necessary to implement the requirements of this Order, Respondents shall continue to use best efforts to obtain access until access is granted. For purposes of this Paragraph, "best efforts" include, but are not limited to, the payment of money as consideration for access. If access is not provided within the time referenced above, EPA may obtain access under Sections 104(e) or 106(a) of CERCLA and recover any costs incurred pursuant to Section XVI of this Order.

XVI. REIMBURSEMENT OF OVERSIGHT COSTS

50. Respondents shall reimburse EPA, on written demand, for all response costs

incurred by the United States in overseeing Respondents' implementation of the requirements of this Order, unless otherwise exempted from this requirement by federal law. EPA may submit to Respondents on a periodic basis a bill for all response costs incurred by the United States with respect to this Order. Respondents shall, within thirty (30) days of receipt of the bill, remit by cashier's or certified check for the amount of those costs made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Region 9 Superfund
P.O. Box 371099M
Pittsburgh, PA 15251

Respondents shall send a cover letter with any check and the letter shall identify the Advanced Packaging and Products Site by name and make reference to this Order, including the EPA docket number stated above. Respondents shall send notification of any amount paid, including a photocopy of the check, simultaneously to the EPA OSC.

51. Interest at the rate established under Section 107(a) of CERCLA shall begin to accrue on the unpaid balance from the due date of the original demand notwithstanding any dispute or objection to any portion of the costs.

XVII. DELAY IN PERFORMANCE

52. Any delay in the performance of any requirement of this Order that, in the EPA's sole judgment and discretion, is not properly justified by Respondents under the terms of this Section shall be considered a violation of this Order. Any delay in performance of any requirement of this Order shall not affect any other obligation of Respondents under the terms and conditions of this Order.

53. Respondents shall notify EPA of any delay or anticipated delay in performing any

requirement of this Order. Such notification shall be made by telephone to EPA's primary OSC within twenty-four (24) hours after Respondents first knew or should have known that a delay might occur. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Within three (3) days after notifying EPA by telephone, Respondents shall provide written notification fully describing the nature of the delay, any justification for delay, any reason why the Respondents should not be held strictly accountable for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effect of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order are not justifications for any delay in performance.

54. If Respondents are unable to perform any activity or submit any document within the time required under this Order, the Respondents may, prior to the expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay. The submission of an extension request shall not itself affect or extend the time to perform any of Respondents' obligations under this Order.

55. If EPA determines that good cause exists for an extension of time, it may grant a request made by Respondents pursuant to Paragraph 54 above, and specify in writing to the Respondents the new schedule for completion of the activity or submission of the document for which the extension was requested.

XVIII. RECORD PRESERVATION

56. Respondents shall maintain, during the pendency of this Order, and for a minimum of five (5) years after EPA provides notice to Respondents that the work has been completed, a depository of the records and documents required to be prepared under this Order.

In addition, Respondents shall retain copies of the most recent version of all documents that relate to hazardous substances at the Site and that are in their possession or in the possession of their employees, agents, contractors, or attorneys. After this five-year period, Respondents shall notify EPA at least thirty (30) days before the documents are scheduled to be destroyed. If EPA so requests, Respondents shall provide these documents to EPA.

XIX. ENFORCEMENT AND RESERVATIONS

57. EPA reserves the right to bring an action against Respondents under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States related to this Order or otherwise incurred at the Site and not reimbursed by Respondents. This reservation shall include but not be limited to past costs, direct costs, indirect costs, the costs of oversight, and the costs of compiling the cost documentation to support oversight costs, as well as accrued interest as provided in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

58. Notwithstanding any other provision of this Order, at any time during the Response Action, EPA may perform its own studies, complete the Response Action (or any portion of the Response Action) and seek reimbursement from Respondents for its costs, or seek any other appropriate relief.

59. Nothing in this Order shall preclude EPA from taking any additional enforcement action, including modification of this Order or issuance of additional Orders, or additional remedial or removal actions as EPA may deem necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. § 9606(a), et seq., or any other applicable law. Respondents may be liable under CERCLA Section 107(a) for the costs of any such additional actions.

60. Notwithstanding any provision of this Order, the United States hereby retains all

of its information gathering, inspection and enforcement authorities and rights under CERCLA, the Resource Conservation and Recovery Act, or any other applicable statutes or regulations.

61. Notwithstanding compliance with the terms of this Order, including the completion of the EPA-approved Response Action, Respondents are not released from liability, if any, for any enforcement actions beyond the terms of this Order taken by EPA.

62. EPA reserves the right to take any enforcement action pursuant to CERCLA or any other legal authority, including the right to seek injunctive relief, monetary penalties, reimbursement of response costs, and punitive damages for any violation of law or this Order.

63. EPA expressly reserves all rights and defenses that it may have, including the EPA's right both to disapprove of work performed by Respondents and to request the Respondents to perform tasks in addition to those detailed in Section IX of this Order.

64. This Order does not release Respondents from any claim, cause of action or demand in law or equity, including, but not limited to, any claim, cause of action, or demand that lawfully may be asserted by representatives of the United States or the State.

65. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by Respondents will be construed as relieving Respondents of any obligation to obtain such formal approval as may be required by this Order.

XX. SEVERABILITY

66. If any provision or authority of this Order or the application of this Order to any circumstance is held by a court to be invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby, and the remainder of this Order shall remain in force.

XXI. DISCLAIMER

67. The United States, by issuance of this Order, assumes no liability for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or their employees, agents, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order. Neither EPA nor the United States shall be held as a party to any contract entered into by Respondents, or their employees, agents, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order. This Order does not constitute a pre-authorization of funds under section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

XXII. PENALTIES FOR NONCOMPLIANCE

68. Respondents are advised pursuant to Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), that violation of this Order or subsequent failure or refusal to comply with this Order, or any portion thereof, may subject Respondents to a civil penalty of up to \$32,500 per day for each day in which such violation occurs, or such failure to comply continues. Failure to comply with this Order, or any portion thereof, also may subject Respondents to liability for punitive damages in an amount three times the amount of any cost incurred by the government as a result of the failure of Respondents to take proper action, pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3).

XXIII. TERMINATION AND SATISFACTION

69. The provisions of this Order shall be deemed satisfied on Respondents' receipt of written notice from EPA that Respondents have demonstrated to the satisfaction of EPA that all of the terms of this Order, including any additional tasks that EPA has determined to be necessary, have been completed.

Unilateral Administrative Order 9-2006-0011A

IT IS SO ORDERED:

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

By: _____

Date: _____

Daniel A. Meer
Branch Chief, Response, Planning and Assessment Branch
EPA, Region 9

EPA Region 9 Contacts:

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2250 Obispo Avenue, Suite 101
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Peter Guria
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75 Hawthorne Street, SFD-9
San Francisco, CA 94105
(415) 972-3043

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX**

75 Hawthorne Street
San Francisco, CA 94105

MEMORANDUM

SUBJECT: Request for a Time-Critical Removal Action at Advanced Packaging and Products Site, Carson, Los Angeles County, California

FROM: Robert Wise, On-Scene Coordinator
Emergency Response Section (SFD-9-2)

TO: Daniel Meer, Chief
Response, Planning & Assessment Branch (SFD-9)

THROUGH: Peter Guria, Chief
Emergency Response Section (SFD-9-2)

I. PURPOSE

The purpose of this Action Memorandum is to obtain approval to spend up to \$240,000 in direct extramural costs to mitigate threats to human health and the environment posed by uncontrolled hazardous substances (halogenated and non-halogenated solvent liquids) in fire damaged bulk and non-bulk containers, contaminated asphalt, and building materials associated with the Advanced Packaging and Products facility (APP), an abandoned paint and solvent blending and packaging company (the Site). The proposed removal of hazardous substances would be taken pursuant to Section 104(a)(1) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. § 9604(a)(1), and Section 300.415 of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. § 300.415.

II. SITE CONDITIONS AND BACKGROUND

Site Status: Non-NPL
Category of Removal: Time-Critical
CERCLIS ID: CAN000908363
SITE ID: 09NV

A. Site Description

1. Physical location

The Site is located at 16131 Maple Ave., Carson, Los Angeles Co., California (Longitude: 35.8853; Latitude: -118.2708). The Site is located in a light industrial/commercial areas of Carson. The Site is bordered to the west by I.T. Nursery and to the north by a J.W. Miller, Inc., a magnetics company.

2. Site characteristics

APP was a paint and automotive liquids blending and packaging firm. It blended solvents and other liquids to customers' specifications and then packaged them into small containers and spray cans, using propane as a propellant. The Site includes a brick building and accompanying fenced storage yard. The storage yard is paved with asphalt and was intended for the storage of raw materials belonging to the clients of APP.

Storage occurs in various bulk and non-bulk containers. Stored materials in the yard were damaged in a fire at the Site on January 9, 2006. Presently, the center of the yard contains three industrial propane cylinders. The northern most propane cylinder exploded during the fire. Other damaged containers are in the western end of the yard. Damage to the building was minimal. Runoff from the fire also impacted the adjoining J.W. Miller facility, contaminating the driveway, side of the building and the chemical storage area. The owner of an adjacent nursery also reported contaminated runoff entering his property; however, there yet has been no sampling to confirm this report.

3. Removal Site evaluation

On January 9, 2006, a fire at the Site (cause unknown at this time) resulted in a large industrial hazardous materials fire, destroying or damaging a large number of the bulk and non-bulk containers of raw material in the yard. The fire resulted in the death of the plant manager and severe burns to two employees. The Los Angeles County Fire Department (LACoFD) put the fire out and the LACoFD Health Hazardous Materials Division (HHMD) took over oversight of the Site cleanup.

On March 13, 2006, On-Scene Coordinator (OSC) Robert Wise and the Superfund Technical Assessment and Response Team (START) conducted a removal assessment at the facility at the request of HHMD. Also in attendance were the attorneys for APP and the land owner (for more information about potentially liable parties, see the Enforcement Confidential section in Appendix A).

During the Site walk, the OSC observed numerous drums containing volatile materials (based on air monitoring), and fire damaged 250-gallon plastic and stainless steel totes containing isopropyl alcohol, toluene and petroleum distillates.

He also observed fire damaged stainless steel tanks containing unknown solvents and numerous other fire damaged non-bulk containers suspected to contain other flammable or explosive materials. After concluding the Site walk with HHMD, OSC Wise issued a General Notice Pursuant to CERCLA to APP and the land owner.

OSC Wise and START conducted a cursory inventory of the items in the yard. In addition to the fire damaged containers, the yard also contained a large quantity of non-fire damaged drums of raw materials, drums of marked hazardous waste and empty drums. All observed drums marked hazardous waste had exceeded the 90 day holding limit pursuant to California law. The inventory is listed below:

- 240 55-gal closed-top steel drums containing virgin material (mostly flammable solvent related) – full;
- 44 55-gal closed-top steel drums with hazardous waste marks (contents unconfirmed) - full;
- 348 55-gal closed-top steel drums that are fire impacted - respective volumes unknown
- 12 55-gal open-top steel drums (PPE, response waste and fire suppression runoff, from EnviroServ cleanup operations) - full;
- 8 250-gal stainless steel totes containing petroleum distillates - 1 full, other respective volumes unknown;
- 1 250-gal stainless steel tote marked as containing toluene, but possibly empty;
- 10 250-gal plastic totes containing isopropyl alcohol - respective volumes unconfirmed;
- 4 550-gal stainless steel totes of unknown content - respective volumes unknown;
- 1 5,000-gal steel tank, possible empty; and
- 35 5-gal pails, contents unknown.

The removal assessment consisted of the collection of six samples from fire damaged drums or drums marked hazardous waste and one sample of the sludge that covered the floor of the yard. The sludge appeared solid, but turned to a liquid after the ambient temperature increased. Samples E-3, E-4, E-5, and E-6 contained either fire suppression water or rainwater on top of the fire damaged product. Samples E-1 and E-5 were from drums labeled hazardous waste. Sample E-5 contained fire suppression water according to the contractor for APP. Sample E-7 consisted of a composite sample of the yard floor sludge. Sample data is listed in Appendix B. All samples contained elevated levels of volatile organic compounds and several failed the ignitability characteristic test pursuant to the Resource Conservation and Recovery Act (RCRA) for hazardous waste.

The J.W. Miller facility also sustained damage. The driveway and the facility's brick building directly adjacent to the APP property are contaminated with sludge similar to what was collected in sample E-7. The J.W. Miller chemical storage area was directly adjacent to the northwest corner of APP and contains an unknown

number of fire damaged and bulging steel drums. According to a company representative, these drums contain various solvents.

5. National Priorities List ("NPL") status

The Site is not currently on or proposed for inclusion on the NPL.

B. Other Actions to Date

APP retained a contractor, EnviroServ, Inc., from Signal Hill, California, to recover the contaminated fire suppression run-off. However, no further work was completed after APP failed to pay EnviroServ an estimated \$200,000 in response costs. EnviroServ has demobilized from the Site.

C. State and Local Authorities' Roles

1. State and local actions to date

The LACoFD put out the fire on January 9, 2006. The fire suppression generated approximately 260,000 gallons of run-off. LACoFD issued a Notice of Violation and Order to Comply to APP to remove the fire damaged containers and decontaminate the facility. APP failed to comply and LACoFD referred the Site to EPA on March 13, 2006 for cleanup.

2. Potential for Continued State/Local Response

State and local agencies have asserted that they lack the resources to undertake the required cleanup action at this time. LACoFD requested EPA's assistance with a removal of hazardous substances and provided a written request for EPA's assistance on March 13, 2006.

III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

Conditions at the Site represent a release, and potential threat of release, of a CERCLA hazardous substance threatening to public health or welfare or the environment based on the factors set forth in the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 CFR § 300.415(b)(2). These factors include:

1. Actual or potential exposure to nearby populations, animals or the food chain from hazardous substances or pollutants or contaminants

In addition to the containers stated above, run-off from the fire suppression water deposited a sludge on the ground throughout the yard at APP and on the driveway and outer walls of the adjacent business. Analytical data collected during

the removal assessment has documented the presence of elevated levels of xylene and toluene throughout the containers and in the sludge.

Xylene is an aromatic flammable solvent with a flashpoint of 29° C. Exposure may result in disturbed vision, dizziness, tremors, salivation, central nervous system depression, cardiac stress, confusion and coma. The Permissible Exposure Limit (PEL) is 100 ppm and the Immediately Dangerous to Life and Health (IDLH) is 900 ppm.

Toluene is an aromatic flammable solvent with a flash point of 4.4° C. Exposure may result in nose and eye irritation; lassitude (weakness, exhaustion), confusion, euphoria, dizziness, headache; dilated pupils, lacrimation (discharge of tears); anxiety, muscle fatigue, insomnia; paresthesia; dermatitis; and liver and kidney damage. The PEL is 100 ppm and the IDLH is 500 ppm.

Xylene and toluene are listed hazardous substances pursuant to 40 C.F.R. § 302.4 Table 4. Analytical data of samples collected document the presence of both toluene and xylenes in excess of the PEL and IDLH.

A material with a flash point less than 60° C characterizes as a RCRA hazardous waste pursuant to 40 C.F.R. § 261.21(a)(1). The sludge in the yard is an ignitable RCRA hazardous waste with a flash point of 45.6° C. Pursuant to the definition of "hazardous substance" at 42 U.S.C. § 9601(14), such a RCRA hazardous waste also is a "hazardous substance."

2. Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers that may pose a threat of release.

A preliminary inventory of containers includes over 400 various sized containers of hazardous substances (ignitable solvents) ranging from 5 gallon cans to a 5,000 gallon tank. There are approximately 350 fire damaged drums on-Site. Some of the drums are open to the atmosphere and some are sealed but severely bulging. These drums pose a special hazard due to volatilization of the solvents in the drums. Many of the drums have bulged along the seams and are highly unstable, subject to explosion or ignition. Although a number of the drums contain fire suppression or rain water, all of the drums sampled contained elevated levels of aromatic solvents including toluene, xylenes, ethyl benzene, methylene chloride and acetone. As noted above, a number of the samples failed the RCRA ignitability characteristic test. There are ten poly-250 gallon totes on-Site containing isopropyl alcohol. All totes were fire damaged. There are four 550-gallon stainless steel tanks containing unknown solvents that were impinged by the fire and are damaged. There is also a large quantity of fire damaged spray cans, contents unknown.

According to the Hazardous Materials Inventory Sheet provided by the LACoFD as part of APP's business plan, the facility also stores: acrylic resin; butyl

oxitol, nitrocellulose, epoxy ester resin solution, methyl ethyl ketone, perchloroethene, naphtha, silicon resin and super solvent (hexane and acetone). Because of the severe fire damage, most of the labels on containers in the yard were destroyed, and these hazardous substances may be found in any of the damaged, unidentified containers.

Ethyl benzene is an aromatic flammable solvent with a flash point of 18° C. Exposure may result in irritation to the eyes, skin, mucous membrane; headache; dermatitis; narcosis and coma. The PEL is 100 ppm and the IDLH is 800 ppm.

Methylene chloride is a chlorinated solvent. Exposure may result in eye and skin irritation; lassitude, drowsiness, dizziness; numbness, tingling limbs and nausea. It is a potential occupational carcinogen. The PEL is 25 ppm and the IDLH is 2,300 ppm.

Acetone is a flammable solvent with a flash point of -18° C. Exposure may result in irritation to the eyes, nose, throat; headache, dizziness, central nervous system depression; dermatitis. The PEL is 1000 ppm and the IDLH is 2500 ppm.

Analytical data of samples collected document the presence of the above chemicals in excess of the PEL and IDLH. A complete inventory of bulk and non-bulk containers and their contents will only be possible during removal action activities with the necessary health and safety program elements.

3. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released

The yard is exposed to rainfall. Surface water runoff contaminated with solvents will migrate off-Site and enter into surface water pathways that could pose a human health risk to neighboring communities.

4. Threat of fire or explosion

Due to the instability of the fire damaged drums, the presence of flammable sludge on the ground throughout the facility and the presence of a large quantity of flammable substances, the threat of fire or explosion at the Site is substantial.

5. Availability of other appropriate federal or state response mechanisms to respond to the release

No other appropriate federal, state, or local public funding source has been identified. LACoFD asserts that the proposed action exceeds the financial capability of the California State Emergency Reserve Account.

IV. ENDANGERMENT DETERMINATION

Actual or threatened releases of hazardous substances from this Site, if not addressed by implementing the response action selected in this Action Memorandum, may present an imminent and substantial endangerment to public health or welfare or the environment.

V. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

EPA proposes to inventory, characterize, segregate, bulk, re-containerize, and remove for off-Site disposal all abandoned hazardous substances and contaminated materials left in containers, tanks, and drums at the Site and the J.W. Miller facility. EPA also proposes to remove all contaminated sludge from the surface of the yard, the adjacent business' driveway (J.W. Miller) and to decontaminate the outer walls of this business. All wastes will be characterized using EPA approved methodologies and delivered to RCRA approved treatment and disposal facilities.

EPA further proposes to continue the evaluation of contaminated soil and asphalt, concrete and structures associated with the fire at the Site and remove for disposal, as necessary, all contaminated materials posing an imminent and substantial endangerment to human health and the environment. The soil evaluation also will include an assessment of the soil at the adjacent nursery to determine if runoff from the fire suppression water contaminated that property. All activities will be performed in conformance with prescribed health and safety procedures. Sampling and analysis activities will conform to EPA approved methodologies and mandatory specifications for quality assurance and quality control activities.

Due to the turnover of the START contractor, the OSC is proposing the use of the Environmental Response Team to conduct the full removal assessment prior to removal of the waste. The START contractor will conduct any post-removal soil assessment as needed.

2. Contribution to remedial performance

This removal action should remove all immediate threats posed by uncontrolled hazardous substances at the Site. Due to the lack of subsurface soil data, the need for long-term remedial activities is unknown at this time.

3. Description of alternative technologies

Alternative technologies are not considered for the proposed response action.

4. Applicable or relevant and appropriate requirements (ARARs)

Section 300.415(j) of the NCP provides that removal actions must attain ARARs to the extent practicable, considering the exigencies of the situation.

Section 300.5 of the NCP defines applicable requirements as cleanup standards, standards of control, and other substantive environmental protection requirements, criteria or limitations promulgated under federal environmental or state environmental or facility siting laws that specifically address a hazardous substance, pollutant, contaminant, remedial action, location or other circumstances at a CERCLA site.

Section 300.5 of the NCP defines relevant and appropriate requirements as cleanup standards, standards of control and other substantive requirements, criteria, or limitations promulgated under federal environmental or state environmental or facility siting laws that, while not "applicable" to a hazardous substance, pollutant, or contaminant, remedial action, location, or other circumstances at a CERCLA site, address problems or situations sufficiently similar to those encountered at the CERCLA site and are well-suited to the particular site.

Because CERCLA on-Site response actions do not require permitting, only substantive requirements are considered as possible ARARs. Administrative requirements such as approval of, or consultation with administrative bodies, issuance of permits, documentation, reporting, record keeping and enforcement are not ARARs for the CERCLA response actions confined to the Site.

The following ARARs have been identified for the proposed response action. All can be attained.

Federal ARARs: Potential Federal ARARs are the RCRA Land Disposal Restrictions, 40 CFR. § 268.40 Subpart D; the CERCLA Off-Site Disposal Rule, 40 CFR § 300.440; and the U.S. Department of Transportation of Hazardous Materials Regulations, 49 CFR. Parts 171, 172, and 173.

State ARARs: Potential State ARARs are Characteristics of Hazardous Waste as implemented through the California Code of Regulations (CCR), 22 CCR §§ 66261.20 - 66261.24, and the Definition of RCRA and Non-RCRA Hazardous Waste, 22 CCR §§ 66261.3, 66261.30, and 66261.100-101.

5. Project schedule

Removal activities are expected to take 14 on-Site days, depending on the structural contamination associated with the building and the extent of soil contamination.

B. Estimated Costs

Regional Removal Allowance Costs

Cleanup Contractor	\$ 180,000
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Extramural Costs Not Funded from the Regional Allowance

START Contractor	\$ 20,000
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Extramural Subtotal	\$ 200,000
---------------------	------------

Extramural Contingency (20%)	<u>\$ 40,000</u>
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TOTAL, Removal Action Project Ceiling	\$ 240,000
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VI. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Given the Site conditions, the nature of the hazardous substances documented on-Site and the potential exposure pathways to nearby populations described in Sections III and IV above, actual or threatened releases of hazardous substances from the Site, if not addressed by implementing the response actions selected in this Action Memorandum, present an imminent and substantial endangerment to public health, or welfare, or the environment.

VII. OUTSTANDING POLICY ISSUES

There are no outstanding policy issues with the Site identified at this time.

VIII. ENFORCEMENT

Please see the attached Confidential Enforcement Addendum for a discussion regarding potentially liable parties and anticipated enforcement. In addition to the extramural costs estimated for the proposed action, a cost recovery enforcement action also may recover the following intramural costs:

Intramural Costs¹

U.S. EPA Direct Costs	
OSC	\$17,000
ERT	\$ 50,000
U.S. EPA Indirect Costs	
(35.28% of \$ 240,000 + 67,000)	\$ <u>109,000</u>
 TOTAL Intramural Costs	 \$ \$176,000

The total EPA extramural and intramural costs for this removal action, based on full-cost accounting practices that will be eligible for cost recovery, are estimated to be \$416,000. Of this, an estimated \$ 240,000 comes from the Regional removal allowance.

IX. RECOMMENDATION

This decision document represents the selected removal action for the Advanced Packaging and Products Site as developed in accordance with CERCLA and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Because conditions at the Site meet the NCP criteria for a time-critical removal, I recommend that you concur on the determination of imminent and substantial endangerment and the removal action proposed in this Action Memorandum. The total removal action project ceiling if approved will be \$416,000, of which an estimated \$240,000 comes from the Regional removal allowance. You may indicate your decision by signing below.

Approve: _____

Daniel Meer, Chief
Response, Planning and Assessment Branch

Date

Disapprove: _____

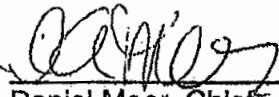
¹ Direct costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of a removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of a total cost estimate nor deviation of actual costs from this estimate will affect the United States' right to cost recovery.

IX. RECOMMENDATION

This decision document represents the selected removal action for the Advanced Packaging and Products Site as developed in accordance with CERCLA and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Because conditions at the Site meet the NCP criteria for a time-critical removal, I recommend that you concur on the determination of imminent and substantial endangerment and the removal action proposed in this Action Memorandum. The total removal action project ceiling if approved will be \$416,000, of which an estimated \$240,000 comes from the Regional removal allowance. You may indicate your decision by signing below.

Approve:



Daniel Meer, Chief
Response, Planning and Assessment Branch

13 April 2006
Date

Disapprove:

Daniel Meer, Chief
Response, Planning and Assessment Branch

Date

Confidential Enforcement Addendum

Index to the Administrative Record

Attachments

- A. Figures
- B. Superfund Technical Assistance Team (START) Analytical Results
- C. Index to the Administrative Record

cc: Sherry Fielding, USEPA, OEM, HQ
C. Trgovcich, California Department of Toxic Substances Control
Department of the Interior

Daniel Meer, Chief
Response, Planning and Assessment Branch

Date

Enforcement Addendum

Index to the Administrative Record

cc: Sherry Fielding, USEPA, OEM, HQ
C. Trgovcich, California Department of Toxic Substances Control
Department of the Interior

Appendix A: Enforcement Confidential

**ENFORCEMENT CONFIDENTIAL ADDENDUM
PRIVILEGED INFORMATION - DO NOT RELEASE**

[REDACTED]

Appendix B: Data

Sample No.	Analyte	Results (mg/kg)
E-1	1,2,4-Trimethylbenzene	930
	1,3,5-Trimethylbenzene	510
	Ethyl benzene	2,000
	Xylene	9,700
	Methylene Chloride	5,900
	N-Propylbenzene	300
	Toluene	77,000
	Acetone	150,000(e)
	Flashpoint	13.5 °C
E-2	1,3,5-Trimethylbenzene	1,400(j)
	Ethyl benzene	120,000(e)
	Isopropyl benzene	2,900
	Xylenes	380,000(e)
	Toluene	2,700
	Flashpoint	29.8 °C
E-3	Toluene	290(j)
	Flashpoint	>60 °C
E-4	Toluene	220(j)
	Flashpoint	>60 °C
E-5	Toluene	270(j)
	Flashpoint	>60 °C
E-6	Toluene	270(j)
	Flashpoint	26.5 °C
E-7	Xylenes	840(j)
	Toluene	4,900
	Flashpoint	45.6 °C

(j): Concentration falls between Method Detection Limit and Reporting Limit.

(e): Concentration of contaminant exceeds upper linear range of method.

Appendix C: Administrative Record Index

Administrative Record Index

1. E-Mail from Los Angeles Co. Fire Department
2. Los Angeles County Fire Department Referral Letter
3. START Analytical Data
4. Action Memo

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX**

75 Hawthorne Street
San Francisco, CA 94105

MEMORANDUM

SUBJECT: Amendment to the Advanced Packaging and Products Action Memorandum

FROM: Robert Wise, On-Scene Coordinator
Emergency Response Section (SFD-9-2)

TO: Daniel Meer, Chief
Response, Planning & Assessment Branch (SFD-9)

THROUGH: Peter Guria, Chief
Emergency Response Section (SFD-9-2)

I. PURPOSE

The purpose of this Action Memorandum amendment is to obtain approval to spend up to and additional \$240,000 in extramural costs from the response costs approved in the original decision document for this Site, *Request for a Time-Critical Removal Action at Advanced Packaging and Products Site*, dated April 13, 2006 ("Action Memorandum"). The amended response costs authorized for the Site would include a total of \$480,000 in direct extramural costs. As explained herein, the additional response funds are necessary to address additional threats to human health and the environment posed by hazardous substances inside the now abandoned Advanced Packaging and Products facility ("APP"), including halogenated and non-halogenated solvent liquids in fire damaged bulk and non-bulk containers, abandoned aerosol containers, unclearly marked small containers and 55 gallon drums, and building debris. The proposed removal of hazardous substances would be conducted pursuant to Section 104(a)(1) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9604(a)(1), and Section 300.415 of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. § 300.415.

II. BACKGROUND

The general background of the Site and a discussion of the hazardous materials outside of the facility is provided in the Action Memorandum. Concurrent to approving the Action Memorandum, EPA issued a unilateral administrative order to APP, EPA Docket No. 9-2006-0011. APP has not complied with the order. EPA's on-scene coordinator conducted a partial removal action to address hazardous

substances on adjacent parcels to the APP facility and to stabilize the hazardous substances remaining at the APP facility. Nonetheless, ultimate treatment and disposal remains a necessary task for hazardous substances outside of the APP facility.

Subsequent to issuing order 9-2006-0011, Steven Renshaw, the president of APP, registered agent and the contact with whom EPA had been communicated, locked the facility and terminated contact with EPA. Although he received a copy of the order by facsimile, he declined service at the address on file with the California Secretary of State as the APP registered agent. He has not returned messages left for him at his office,¹ and now appears to have left the office and not provided any forwarding contact information. Calls to his mobile telephone find a message stating that he is not taking calls on that line. Utilities to the Site are now terminated for failure to pay monthly bills for service. These facts together suggest that the Site is now abandoned by APP, without any apparent care or custodian for the hazardous substances inside the facility.

On May 5, 2006 and May 8, 2006, on-scene coordinators for EPA conducted an inventory of hazardous substances inside of the APP facility. The inventory includes approximately:

- 11,400 filled aerosol cans containing industrial, automotive and motorcycle paints, lubes and solvents;
- 1,500 miscellaneous cans (less than 1 gallon) of paints, solvents and paint pigments;
- 105 55-gallon drums of solvents, paints and unknowns;
- 7 industrial compressed gas cylinders
- 10 10-gallon propane cylinders
- 160 5-gallon containers of solvents, paints, paint pigments and unknowns; and
- 20 10-gallon containers of assorted paint pigments and materials for paint formulation.

The threats of release that may impact public health or welfare or the environment as stated in the Action Memorandum apply to the hazardous substances inside the APP facility as well as those outside. Based on these conditions, the materials inside the facility should pose the same imminent and substantial endangerment as first determined in the Action Memorandum.

¹ Mr. Renshaw was a partner in the law firm Renshaw and Rice, and Renshaw used this office as his place of general contact. The receptionist for the law office claims that Renshaw has left the firm and did not provide any forwarding information.

III. Determination of Imminent and Substantial Endangerment and Authorization for Additional Costs

EPA now is proposing to amend the previous removal determination to include the removal of all hazardous substances on-site, including those inside of the APP facility. The proposed amendment to the removal action would include recycling or returning to manufacturers all hazardous substances inside the facility that are unopened raw materials, with appropriate treatment and disposal for the balance. Based on the additional hazardous substances, the removal will take approximately 30 days to complete. By approving this Amendment to the Action Memorandum, EPA will determine that the conditions within the whole Site, including inside the APP facility, are an imminent and substantial endangerment for the purpose of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a). The general removal strategy will remain the same as stated in the Action Memorandum, with additional costs that would be approved are listed below in Table 1.

This decision document represents the selected removal action for the Advanced Packaging and Products Site as developed in accordance with CERCLA and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Table 1: Removal Costs			
	Original Cost	Additional Costs	Total Costs
Regional Removal Allowance Costs			
Cleanup Contractor	\$180,000	\$150,000	\$330,000
Extramural Costs Not Funded from the Regional Allowance			
START	\$20,000	\$50,000	\$70,000
Extramural Subtotal	\$200,000	\$200,000	\$400,000
Extramural Contingency (20%)	\$40,000	\$40,000	\$80,000
Total Extramural Removal Ceiling	\$240,000	\$240,000	\$480,000
Intramural Costs			
On-Scene Coordinator	\$17,000	\$17,000	\$34,000
ERT	\$50,000	-\$50,000	\$0.00
U.S. EPA Indirect Costs (35.28% of \$ Extra + Intramural Costs)	\$109,000	\$90,670	\$181,340
Total Intramural Cost	\$176,000	\$107,670	\$283,670
Total Removal Ceiling			\$763,670

IV. Recommendation and Concurrence

Because conditions at the Site meet the NCP criteria for a time-critical removal, I recommend that you concur on the determination of imminent and substantial endangerment and the removal action proposed in this Action Memorandum amendment. The total removal action project ceiling, if approved will be \$763,670, all of which may be recovered in subsequent cost recovery, and of which an estimated \$330,000 comes from the Regional removal allowance. You may indicate your decision by signing below.

Approve: _____

Daniel Meer, Chief
Response, Planning and Assessment Branch

Date

Disapprove: _____

Daniel Meer, Chief
Response, Planning and Assessment Branch

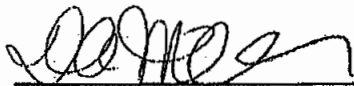
Date

² Direct costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of a removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of a total cost estimate nor deviation of actual costs from this estimate will affect the United States' right to cost recovery

IV. Recommendation and Concurrence

Because conditions at the Site meet the NCP criteria for a time-critical removal, I recommend that you concur on the determination of imminent and substantial endangerment and the removal action proposed in this Action Memorandum amendment. The total removal action project ceiling, if approved will be \$763,670, all of which may be recovered in subsequent cost recovery, and of which an estimated \$330,000 comes from the Regional removal allowance. You may indicate your decision by signing below.

Approve:



5-16-06

Daniel Meer, Chief
Response, Planning and Assessment Branch

Date

Disapprove:

Daniel Meer, Chief
Response, Planning and Assessment Branch

Date

B



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
Emergency Response Section Equipment Warehouse Facility
2250 Obispo Ave., Suite 101
Signal Hill, CA 90755
(562) 986-6180

E-Mail

November 18, 2006

Preston Brooks
Cox, Castle and Nicholson
2049 Century Park East
28th Floor
Los Angeles, CA 90067-3284

G. Van Velsor Wolf, Jr.
Snell & Wilmer LLP
One Arizona Center
Phoenix, AZ 85004-2202

Steven Renshaw
208 Marine Ave
Manhattan Beach, CA 90266
805-456-9712

The removal of the hazardous substances from the property located at 16131 South Maple Ave., Gardena, CA, formerly the Advanced Packaging and Products facility (APP) pursuant to Unilateral Administrative Order for the Performance of Removal Action, Docket No. 9-2006-0011A (Order) has been completed. At this time, no further actions are necessary, however EPA reserves the right to require addition work at such time as additional contaminants may be discovered. Please disregard the November 15, 2006 letter, as it contained a mistake.

Sincerely,

A handwritten signature in black ink that reads "Robert Wise".

Robert Wise, CHMM
On-Scene Coordinator
(562) 986-6180 (office)
(562) 889-2572 (cellular)

cc: File
Andrew Helmlinger

C

BLUE

BLACK

BLACK 2

211 X 713 NI +

490-16333

PJ1

NEW CLEAR FORMULA CONTAINS SYNTHETIC LUBRICANTS
FOR SUPERIOR PERFORMANCE

PJ1 BLUE LABEL™ chain lube is specifically formulated not to fly off O-Ring type chains. This thin-bodied formula penetrates into chain links and thickens to provide an extraordinary slippery, shock absorbing film. Most important, PJ1 BLUE LABEL™ chain lube keeps the O-Rings moist and pliable, preventing them from drying, cracking, or deteriorating.

o Properly Clean Chain Use

PJ1
Super Cleaner

FOR BEST RESULTS

PJ1 BLUE LABEL™ chain lube is easy to use. Shake can well. Turn wheel slowly by hand keeping fingers, clothing, and jewelry clear of moving parts. Apply chain lube to the inside "loop" of the chain on both edges of the side plates. Apply for approximately 2 revolutions and wipe excess off immediately. Penetration is greater when chain is clean and warm. For best results, use when can and contents are between 75°F (21°C) and 90°F (32°C).

READ PRECAUTIONS CAREFULLY BEFORE USING THIS PRODUCT

DANGER: EXTREMELY FLAMMABLE. Do not spray into or use near sparks, open flame or pilot light. Vapors will accumulate and may ignite explosively. Keep area well ventilated during use and until all vapors are gone. **HARMFUL OR FATAL IF SWALLOWED.** Do not ingest, eat or swallow. **EYE IRRITANT.** Avoid contact with eyes or skin. **VAPOR HARMFUL.** Contains Naphtha and Hexane. Avoid inhalation of vapors. Use with adequate ventilation. Avoid continuous breathing of vapor or spray mist. If you experience eye watering, headaches or dizziness, discontinue use, increase fresh air or wear respirator protection (NIOSH/MSHA 10 23C or equivalent), or leave the area. **CONTENTS UNDER PRESSURE.** Do not puncture, incinerate, burn or store above 120°F (49°C). Do not set on stove or radiator. Do not discard into home trash compactor. **FIRST AID:** If swallowed, do not induce vomiting. Call physician immediately. In case of eye contact, flush thoroughly with copious amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiration difficulty, provide fresh air and call physician. **INTENTIONAL MISUSE BY DELIBERATELY CONCENTRATING AND INHALING THE CONTENTS MAY BE FATAL OR HARMFUL.**

KEEP OUT OF REACH OF CHILDREN

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

WARRANTY STATEMENT: This warranty is in lieu of all other express or implied warranty. This product is manufactured with the highest quality materials and under the most rigid scientific quality controls. Manufacturer and/or sellers cannot control the use of this product. Therefore, the liability of the manufacturer and/or sellers shall not exceed the purchase price of can.

PJ1

**BLUE
LABEL™
CHAIN LUBE**



**CLEAR
WON'T FLY OFF!**

- **BEST FOR O-RINGS**
- **STAYS ON CHAIN**
- **INCREASES CHAIN LIFE**
- **FEWER CHAIN ADJUSTMENTS**
- **FULL 17 FLUID OUNCES**

PJ1 www.PJ1.com



Cap Approximates Color Of Contents

Not Your Typical Spray Paint • Easy To Use • Follow Simple Directions

CAUTION: READ ENTIRE LABEL AND DIRECTIONS FOR SAFE AND PROPER USE

1. Prepare metal surface by removing all dirt, rust, scale and paint. This can be accomplished by sand blasting or with fine sand paper. Clean all stain oils and residue with a high grade solvent such as VHT SP-11.
2. Mask areas not to be sprayed. Also protect surrounding areas from overspray.
3. For best results, apply when parts, can, and ambient temperature is between 70°F (21°C) and 95°F (35°C).
4. For maximum adhesion and color consistency, we recommend applying VHT FlameProof Primer (SP-118) within 24 hours of exposing bare metal.
5. Shake can vigorously for one minute after mixing ball rattles. Shake periodically between coats.
6. Spray object with can upright about 15 inches from the object. More thin coats are better than fewer thick coats. Apply a sufficient quantity of paint to color only. Excessively thick paint is not recommended as it will cause blistering. If paint runs or sags, it is easily removed with a strong solvent before curing. VHT FlameProof Coating will air dry in 15-30 minutes.

EXTREMELY IMPORTANT

7. After paint is completely dry, it must be cured to substantially increase the durability of the finish and enhance chemical resistance.

On the Vehicle:

Bake at 250°F (121°C) for 30 minutes then let cool for 30 minutes. Bake at 400°F for (204°C) for 30 minutes then let cool for 30 minutes. Bake at 600°F (315°C) for 30 minutes then let cool for 30 minutes. Caution: Do not exceed the heat tolerance of the least heat tolerant part.

On the Vehicle:

Run at idle for 10 minutes then cool for 20 minutes. Run at idle for 20 minutes then let cool for 20 minutes. Run under normal operating conditions for 30 minutes. Finish is not chemical resistant until cured.

8. Clear out sprayer after each use by turning can upside down and pressing spray button until no paint comes out.

See the 24 BRANDS
Bottle at 800-238-0238 USA
© VHT 1987-1988

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made and printed in the USA
P.O. Box 111111, click VHT

PAINTING SHOULD BE DONE IN A WELL VENTILATED AREA

DANGER: EXTREMELY FLAMMABLE

Do not spray into or use near sparks, open flame or pilot light. Vapors will accumulate and may ignite explosively. Keep area well ventilated during use and until all vapors are gone. HARMFUL OR FATAL IF SWALLOWED. Do not ingest, eat or swallow. EYE IRRITANT. Avoid contact with eyes or skin. VAPOR HARMFUL. Contains Acetone and Toluene. Avoid inhalation of vapors. Use with adequate ventilation. Avoid continuous breathing of vapor or spray mist. If you experience eye watering, headaches, or dizziness, discontinue use, increase fresh air or wear respirator protection (NIOSH/MSHA TC 23C OR EQUIVALENT) or leave the area. CONTENTS UNDER PRESSURE. Do not puncture, incinerate, burn or store above 120°F. Do not set on stove or radiator. Do not discard into home trash compactor. FIRST AID - If swallowed do not induce vomiting. Call physician immediately. In case of eye contact, flush thoroughly with copious amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. INTENTIONAL MISUSE BY DELIBERATELY CONCENTRATING AND INHALING THE CONTENTS MAY BE FATAL OR HARMFUL.

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

KEEP OUT OF REACH OF CHILDREN

WARRANTY STATEMENT: This warranty is in lieu of all other express or implied warranty. This product is manufactured with the highest quality materials and under the most rigid scientific quality controls. Manufacturer and/or sellers cannot control the use of this product. Therefore, the liability of the manufacturer and/or sellers shall not exceed the purchase price of the can.



We recommend VHT FlameProof
Primer SP-118 and
Clear Coat SP-115

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VHT
P-11
High Temperature
FlameProof
1300-2000°F (700-1100°C) Header Paint
Solvent Resistant Coating

D

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FROM : A PREFERRED FILING SERVICE

PHONE NO. : 9163739106

Oct. 16 1997 04:28PM P6

1135977

A457326

CERTIFICATE OF AMENDMENT
OF THE ARTICLES OF
INCORPORATION
OF
PJH GROUP

FILED
The Office of the Secretary of State
of the State of California

FEB 14 1998

Bill Jones
Secretary of State

The undersigned, Michael Goldstein and Steven Renshaw, hereby state, that:

ONE: They are the President and Secretary, respectively, of PJH Group, a California Corporation (the "Company").

TWO: Article I of the Articles of Incorporation of said Company shall be deleted and replaced in its entirety as follows:

"The name of this corporation is Advanced Packaging & Products Co."

THREE: The foregoing amendment of the Articles of Incorporation has been approved by the board of directors of the Company.

FOUR: The foregoing amendment of the Articles of Incorporation was approved by the holder of the requisite number of shares of said corporation in accordance with Sections 902 of the General Corporation Law of California; the total number of outstanding shares of Common Stock entitled to vote with respect to the foregoing amendment is fifty thousand (50,000) shares of Common Stock. The number of shares voting in favor of the foregoing amendment exceeded the vote required, such required vote being a majority of the outstanding shares of Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

IN WITNESS WHEREOF, the undersigned have executed this certificate on January 14, 1995.

Michael Goldstein
Michael Goldstein, President

Steven J. Renshaw
Steven J. Renshaw, Secretary



2



State of California

Kevin Shelley

Secretary of State

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

IMPORTANT: READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME: (Please do not alter if name is preprinted.)

CORPORATE NUMBER: C1635979

ADVANCED PACKAGING & PRODUCTS CO.
16131 S. MAPLE AVENUE
GARDENA, CA 90248

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code Section 1502)

2. ☐ CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.

COMPLETE ADDRESSES FOR THE FOLLOWING: (Do not abbreviate the name of the city. Items 3 and 5 cannot be PO Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE
16131 S. MAPLE AVENUE GARDENA, CA 90248

4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
16131 S. MAPLE AVENUE GARDENA CA 90248

5. MAILING ADDRESS CITY AND STATE ZIP CODE
16131 S. MAPLE AVENUE GARDENA, CA 90248

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS: (If the corporation has had these officers at any time during the preceding 12 months, they must be listed. If the corporation has had no officers during the preceding 12 months, so state. If the corporation has had officers during the preceding 12 months, please do not alter the preprinted title of this statement.)

6. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE ZIP CODE
STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

7. SECRETARY/ ADDRESS CITY AND STATE ZIP CODE
STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

8. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE ZIP CODE
TREASURER STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS INCLUDING DIRECTORS WHO ARE ALSO OFFICERS: (If the corporation has had at least one director during the preceding 12 months, they must be listed. If the corporation has had no directors during the preceding 12 months, so state. If the corporation has had directors during the preceding 12 months, please do not alter the preprinted title of this statement.)

9. NAME ADDRESS CITY AND STATE ZIP CODE
STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

10. NAME ADDRESS CITY AND STATE ZIP CODE
P.J. HARVEY 16131 S. MAPLE AVENUE GARDENA, CA 90248

11. NAME ADDRESS CITY AND STATE ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: NONE

LIST THE AGENT FOR SERVICE OF PROCESS: (If an individual, the person named as agent must be a resident of California.)

13. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS

☒ AN INDIVIDUAL RESIDING IN CALIFORNIA.

☐ A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

AGENT'S NAME STEVEN J. RENSHAW

14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
321 B 19TH STREET MANHATTAN BEACH CA 90266

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
AEROSOL PACKAGING

16. THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT ☒ YES

STEVEN J. RENSHAW

TYPE OR PRINT NAME OF OFFICER OR AGENT

SIGNATURE

CEO

TITLE

DATE



State of California
Kevin Shelley
Secretary of State
STATEMENT OF INFORMATION
(Domestic Stock Corporation)

1. CORPORATE NAME: (Please do not alter if name is preprinted.)

CORPORATE NUMBER: C1635979

ADVANCED PACKAGING & PRODUCTS CO.
16131 S. MAPLE AVENUE
GARDENA, CA 90248

This Space For Filing Use Only

2. ☐ CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE
16131 S. MAPLE AVENUE GARDENA, CA 90248

4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
16131 S. MAPLE AVENUE GARDENA CA 90248

5. MAILING ADDRESS CITY AND STATE ZIP CODE
16131 S. MAPLE AVENUE GARDENA, CA 90248

6. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE ZIP CODE
STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

7. SECRETARY/ ADDRESS CITY AND STATE ZIP CODE
STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

8. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE ZIP CODE
TREASURER STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

9. NAME ADDRESS CITY AND STATE ZIP CODE
STEVEN J. RENSHAW 321 B 19TH STREET MANHATTAN BEACH, CA 90266

10. NAME ADDRESS CITY AND STATE ZIP CODE
P.J. HARVEY 16131 S. MAPLE AVENUE GARDENA, CA 90248

11. NAME ADDRESS CITY AND STATE ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: NONE

13. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS

☒ AN INDIVIDUAL RESIDING IN CALIFORNIA

☐ A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

AGENT'S NAME STEVEN J. RENSHAW

14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
321 B 19TH STREET MANHATTAN BEACH CA 90266

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
AEROSOL PACKAGING

16. THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT ☒ YES

STEVEN J. RENSHAW

TYPE OR PRINT NAME OF OFFICER OR AGENT

SIGNATURE

CEO

TITLE

3/20/2003

DATE



State of California
Bill Jones
Secretary of State

STATEMENT BY DOMESTIC STOCK CORPORATION

Filing Fee - Please see information section

IMPORTANT - Read instructions Before Completing This Form

1. DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER.

CORPORATE NUMBER: C1635979

CORPORATE NAME:

ADVANCED PACKAGING & PRODUCTS CO.
16131 S MAPLE AVE

GARDENA, CA 90248

This Space For Filing Use Only

☐ IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION CONTAINED IN THE LAST STATEMENT BY DOMESTIC STOCK CORPORATION ON FILE WITH THE CALIFORNIA SECRETARY OF STATE, CHECK THE BOX AND PROCEED TO ITEM 15.

2.	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
	16131 S. MAPLE AVENUE	GARDENA CA USA	90248
3.	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	ZIP CODE
	16131 S. MAPLE AVENUE	GARDENA CA	90248
4.	MAILING ADDRESS	CITY AND STATE	ZIP CODE
	16131 S MAPLE AVE	GARDENA, CA USA	90248

LIST THE NAMES AND COMPLETE ADDRESSES OF THE OFFICERS: (The corporation must have these three officers. An officer may hold more than one office. The appropriate title for the officer may be added but do not alter or obliterate the form).

5.	CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
	STEVEN J RENSHAW	2515 PALM AVENUE	MANHATTEN BEACH CA USA	90266
6.	SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
	ALISON RENSHAW	2515 PALM AVENUE	MANHATTEN BEACH CA USA	90266
7.	CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
	Steven J. Renshaw	2515 Palm Avenue	Manhattan Beach CA USA	90266

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS: (The corporation must have one or more directors).

8.	NAME	ADDRESS	CITY AND STATE	ZIP CODE
	Steven J. Renshaw	2515 Palm Avenue	Manhattan Beach CA USA	90266
9.	NAME	ADDRESS	CITY AND STATE	ZIP CODE
	P. J. Harvey	16131 S. Maple Avenue	Gardena CA USA	90248
10.	NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: None

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:

[X] AN INDIVIDUAL RESIDING IN CALIFORNIA.

[] A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO SECTION 1505 OF THE CALIFORNIA CORPORATIONS CODE.

AGENT'S NAME: Steven J. Renshaw

13.	ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL.	CITY	ZIP CODE
	2515 Palm Avenue	Manhattan Beach CA	90266

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Aerosol Packaging

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Steven J. Renshaw

CEO

1/4/2001

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

ORIGINAL SIGNATURE

TITLE

DATE



State of California

Bill Jones
Secretary of State

P.O. Box 944230
Sacramento, CA 94244-2300
Phone (916) 657-3537

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE)

A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT

Please make check payable to: Secretary of State

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR PRINT IN BLACK INK

IMPORTANT - Please Read Instructions On Back of Form

DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER

C1635979 DUE DATE 03-31-00 06516S
ADVANCED PACKAGING & PRODUCTS CO.
16131 SOUTH MAPLE AVE
GARDENA, CA 90248

- If There Has Been No Change In Any Of The Information On File, Complete Item 1a Only
Please indicate on return envelope if no change statement is enclosed.

DO NOT MARK IN THIS SPACE

THE CALIFORNIA CORPORATION NAMED HEREIN MAKES THE FOLLOWING STATEMENT

1A. I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE SECRETARY OF STATE'S OFFICE DOES NOT APPLY ON INITIAL FILING



(CHECK HERE)

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

TITLE

DATE

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 16131 S. Maple Avenue	ROOM NO.	2A. CITY AND STATE Gardena, CA	2B. ZIP CODE 90248
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA (IF ANY) 16131 S. Maple Avenue	ROOM NO.	3A. CITY Gardena, CA	3B. ZIP CODE 90248
4. MAILING ADDRESS 16131 S. Maple Avenue	ROOM NO.	4A. CITY AND STATE Gardena, CA	4B. ZIP CODE 90248

THE NAMES OF THE FOLLOWING OFFICERS ARE: (Must have these three officers (Sec. 312, Corporations Code). An officer may hold more than one office. Do Not Alter Or Obliterate Preprinted Titles; However, You May Add A Title Appropriate For Your Corporation)

5. CHIEF EXECUTIVE OFFICER/V Steven J. Renshaw	5A. STREET ADDRESS (DO NOT USE P.O. BOX) 2515 Palm Avenue	5B. CITY AND STATE Manhattan Beach, CA	5C. ZIP CODE 90266
6. SECRETARY/V Alison Renshaw	6A. STREET ADDRESS (DO NOT USE P.O. BOX) 2515 Palm Avenue	6B. CITY AND STATE Manhattan Beach, CA	6C. ZIP CODE 90266
7. CHIEF FINANCIAL OFFICER/V Steven J. Renshaw	7A. STREET ADDRESS (DO NOT USE P.O. BOX) 2515 Palm Avenue	7B. CITY AND STATE Manhattan Beach, CA	7C. ZIP CODE 90266

DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (Attach supplementary list if necessary)

Must have one or more directors (Chap. 3, Sec. 301a, Corporations Code). Statements not listing directors will be rejected.

8. NAME Steven J. Renshaw	8A. STREET ADDRESS (DO NOT USE P.O. BOX) 2515 Palm Avenue	8B. CITY AND STATE Manhattan Beach, CA	8C. ZIP CODE 90266
9. NAME P.J. Harvev	9A. STREET ADDRESS (DO NOT USE P.O. BOX) 16131 S. Maple Avenue	9B. CITY AND STATE Gardena, CA	9C. ZIP CODE 90248
10. NAME	10A. STREET ADDRESS (DO NOT USE P.O. BOX)	10B. CITY AND STATE	10C. ZIP CODE

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

DESIGNATED AGENT FOR SERVICE OF PROCESS: Agent for service of process must be a person who is a resident of California; or the agent may be another corporation which has filed a certificate pursuant to Section 1505, California Corporations Code.

12. NAME

Steven J. Renshaw, Esq.

13. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (do not use PO box) Do not include address if agent is a corporation that has filed a certificate pursuant to Section 1505 Corporations Code

2515 Palm Avenue, Manhattan Beach, CA 90266

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

14. TYPE OF BUSINESS

Aerosol Product Packaging

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Steven J. Renshaw

CEO

3/14/00



State of California

Bill Jones
Secretary of State

P.O. Box 94-230
Sacramento, CA 94244-2300
Phone (916) 657-3537

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE)

A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT.

Please make check payable to: Secretary of State

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR PRINT IN BLACK INK

IMPORTANT — Please Read Instructions On Back of Form

DO NOT ALTER PREPRINTED NAME, IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER

1. C1635979 DUE DATE 03-31-99 06063S
ADVANCED PACKAGING & PRODUCTS CO.
16131 S MAPLE AVE
GARDENA, CA 90248

If There Has Been No Change In Any Of The Information On File, Complete Item 1a Only
Please indicate on return envelope if no change statement is enclosed.

DO NOT MARK IN THIS SPACE

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

1A. I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE SECRETARY OF STATE'S OFFICE DOES NOT APPLY ON INITIAL FILING.



(CHECK HERE)

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

TITLE

DATE

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	ROOM NO.	2A. CITY AND STATE	2B. ZIP CODE
16131 S. MAPLE AVENUE		GARDENA, CA	90248
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA (IF ANY)	ROOM NO.	3A. CITY	3B. ZIP CODE
16131 S. MAPLE AVENUE		GARDENA, CA CA	90248
4. MAILING ADDRESS	ROOM NO.	4A. CITY AND STATE	4B. ZIP CODE
16131 S. MAPLE AVENUE		GARDENA, CA	90248

THE NAMES OF THE FOLLOWING OFFICERS ARE: (Must have these three officers (sec. 312, Corporations Code)) An officer may hold more than one office. Do Not Alter Or Obliterate Preprinted Titles; However, You May Add A Title Appropriate For Your Corporation.

5. CHIEF EXECUTIVE OFFICER/	5A. STREET ADDRESS (DO NOT USE P.O. BOX)	5B. CITY AND STATE	5C. ZIP CODE
Steven J. Renshaw	2515 Palm Avenue	Manhattan Beach, CA	90266
6. SECRETARY/	6A. STREET ADDRESS (DO NOT USE P.O. BOX)	6B. CITY AND STATE	6C. ZIP CODE
Alison Renshaw	2515 Palm Avenue	Manhattan Beach, CA	90266
7. CHIEF FINANCIAL OFFICER/	7A. STREET ADDRESS (DO NOT USE P.O. BOX)	7B. CITY AND STATE	7C. ZIP CODE
Steven J. Renshaw	2515 Palm Avenue	Manhattan Beach, CA	90266

DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (Attach supplementary list if necessary)

Must have one or more directors (Chap. 3, Sec. 301a, Corporations Code). Statements not listing directors will be rejected.

8. NAME	8A. STREET ADDRESS (DO NOT USE P.O. BOX)	8B. CITY AND STATE	8C. ZIP CODE
Steven J. Renshaw	2515 Palm Avenue	Manhattan Beach, CA	90266
9. NAME	9A. STREET ADDRESS (DO NOT USE P.O. BOX)	9B. CITY AND STATE	9C. ZIP CODE
P.J. Harvev	16131 S. Maple Avenue	Gardena, CA	90248
10. NAME	10A. STREET ADDRESS (DO NOT USE P.O. BOX)	10B. CITY AND STATE	10C. ZIP CODE
Vicky L. Harvey	16131 S. Maple Avenue	Gardena, CA	90248

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

DESIGNATED AGENT FOR SERVICE OF PROCESS Agent for service of process must be a person who is a resident of California, or the agent may be another corporation which has filed a certificate pursuant to Section 1505, California Corporations Code.

12. NAME
Steven J. Renshaw, Esq.
13. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (do not use P.O. box) Do not include address if agent is a corporation that has filed a certificate pursuant to Section 1505 Corporations Code
2515 Palm Avenue, Manhattan Beach, CA 90266

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

14. TYPE OF BUSINESS
Aerosol Product Packaging

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Steven J. Renshaw

CEO

2/10/99



State of California

Bill Jones
Secretary of State

P.O. Box 944230
Sacramento, CA 94244-2300
Phone (916) 857-3537

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE)

A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT.

Please make check payable to: Secretary of State

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR PRINT IN BLACK INK

IMPORTANT — Please Read Instructions On Back of Form

DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER

1.

C1635979 DUE DATE 03-31-98 05895S
ADVANCED PACKAGING & PRODUCTS CO.
16131 S MAPLE AVE
GARDENA, CA 90248

- If There Has Been No Change In Any Of The Information On File, Complete Item 1a Only
Please Indicate on return envelope if no change statement is enclosed.

DO NOT MARK IN THIS SPACE

THE CALIFORNIA CORPORATION NAMED HEREIN MAKES THE FOLLOWING STATEMENT

1A. I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE SECRETARY OF STATE'S OFFICE DOES NOT APPLY ON INITIAL FILING.



(CHECK HERE)

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

TITLE

DATE

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

ROOM NO.

2A. CITY AND STATE

2B. ZIP CODE

16131 S. Maple Ave.

Gardena, CA

90248

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA

ROOM NO.

3A. CITY

3B. ZIP CODE

16131 S. Maple Ave.

Gardena, CA

90248

4. MAILING ADDRESS

ROOM NO.

4A. CITY AND STATE

4B. ZIP CODE

16131 S. Maple Ave.

Gardena, CA

90248

THE NAMES OF THE FOLLOWING OFFICERS ARE: (Must have these three officers (sec. 312, Corporations Code)) An officer may hold more than one office. Do Not Alter Or Obliterate Preprinted Titles. However, You May Add A Title Appropriate For Your Corporation.

5. CHIEF EXECUTIVE OFFICER/

5A. STREET ADDRESS (DO NOT USE P.O. BOX)

5B. CITY AND STATE

5C. ZIP CODE

Michael Goldstein

16131 S. Maple Ave.

Gardena, CA

90248

6. SECRETARY/

6A. STREET ADDRESS (DO NOT USE P.O. BOX)

6B. CITY AND STATE

6C. ZIP CODE

Alison Renshaw

550 South Hope St.

Los Angeles, CA

90071

7. CHIEF FINANCIAL OFFICER/

7A. STREET ADDRESS (DO NOT USE P.O. BOX)

7B. CITY AND STATE

7C. ZIP CODE

Michael Goldstein

16131 S. Maple Ave

Gardena, CA

90248

DIRECTORS INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (Attach supplementary list if necessary)

Must have one or more directors (Chap. 3, Sec. 301a, Corporations Code). Statements not listing directors will be rejected.

8. NAME

8A. STREET ADDRESS (DO NOT USE P.O. BOX)

8B. CITY AND STATE

8C. ZIP CODE

Alison Renshaw

550 South Hope St.

Los Angeles, CA

90071

9. NAME

9A. STREET ADDRESS (DO NOT USE P.O. BOX)

9B. CITY AND STATE

9C. ZIP CODE

P.J. Harvey

16131 S. Maple Ave.

Gardena, CA

90248

10. NAME

10A. STREET ADDRESS (DO NOT USE P.O. BOX)

10B. CITY AND STATE

10C. ZIP CODE

Vicky L. Harvey

16131 S. Maple Ave.

Gardena, CA

90248

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

DESIGNATED AGENT FOR SERVICE OF PROCESS Agent for service of process must be a person who is a resident of California; or the agent may be another corporation which has filed a certificate pursuant to Section 1505, California Corporations Code.

12. NAME

Steven J. Renshaw, ESQ

13. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (do not use PO box) Do not include address if agent is a corporation that has filed a certificate pursuant to Section 1505 Corporations Code

550 South Hope St. Los Angeles, CA 90071

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

14. TYPE OF BUSINESS

Aerosol Product Packager

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Michael Goldstein

President

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

ORIGINAL SIGNATURE

TITLE

DATE



State of California

Bill Jones
Secretary of State

P.O. Box 944230
Sacramento, CA 94244-2300
Phone (916) 857-3537

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE)

A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT

Please make check payable to: Secretary of State

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR PRINT IN BLACK INK

IMPORTANT — Please Read Instructions On Back of Form

DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER

C1635979 DUE DATE 03-31-97 05779S
ADVANCED PACKAGING & PRODUCTS CO.
16131 S MAPLE AVE
GARDENA, CA 90248

If There Has Been No Change In Any Of The Information On File, Complete Item 1a Only
Please Indicate on return envelope if no change statement is enclosed.

DO NOT MARK IN THIS SPACE

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

1A. I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE SECRETARY OF STATE'S OFFICE DOES NOT APPLY ON INITIAL FILING



(CHECK HERE)

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

TITLE

DATE

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	ROOM NO.	2A. CITY AND STATE	2B. ZIP CODE
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA (IF ANY)	ROOM NO.	3A. CITY CA	3B. ZIP CODE
4. MAILING ADDRESS	ROOM NO.	4A. CITY AND STATE	4B. ZIP CODE

THE NAMES OF THE FOLLOWING OFFICERS ARE: (Must have these three officers (sec. 312, Corporations Code)) An officer may hold more than one office. Do Not Alter Or Obliterate Preprinted Titles. However, You May Add A Title Appropriate For Your Corporation.

5. CHIEF EXECUTIVE OFFICER/	5A. STREET ADDRESS (DO NOT USE P.O. BOX)	5B. CITY AND STATE	5C. ZIP CODE
6. SECRETARY/	6A. STREET ADDRESS (DO NOT USE P.O. BOX)	6B. CITY AND STATE	6C. ZIP CODE
7. CHIEF FINANCIAL OFFICER/	7A. STREET ADDRESS (DO NOT USE P.O. BOX)	7B. CITY AND STATE	7C. ZIP CODE

DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS: (Attach supplementary list if necessary) Must have one or more directors (Chap. 3, Sec. 301a, Corporations Code). Statements not listing directors will be rejected.

8. NAME	8A. STREET ADDRESS (DO NOT USE P.O. BOX)	8B. CITY AND STATE	8C. ZIP CODE
9. NAME	9A. STREET ADDRESS (DO NOT USE P.O. BOX)	9B. CITY AND STATE	9C. ZIP CODE
10. NAME	10A. STREET ADDRESS (DO NOT USE P.O. BOX)	10B. CITY AND STATE	10C. ZIP CODE

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: _____

DESIGNATED AGENT FOR SERVICE OF PROCESS: Agent for service of process must be a person who is a resident of California, or the agent may be another corporation which has filed a certificate pursuant to Section 1505, California Corporations Code.

12. NAME
13. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (do not use PO box) Do not include address if agent is a corporation that has filed a certificate pursuant to Section 1505 Corporations Code

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

14. TYPE OF BUSINESS
15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Michael Goldstein Michael Present 1-16-97

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

ORIGINAL SIGNATURE

TITLE

DATE



State of California

Bill Jones
Secretary of State

P.O. Box 944230
Sacramento, CA 94244-2300
Phone: (916) 657-3537

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE)

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IMPORTANT—Please Read Instructions On Back Of Form

DO NOT ALTER PREPRINTED NAME. IF ITEM NO. 1 IS BLANK, PLEASE ENTER CORPORATE NAME.

C1635979 DUE DATE 03-31-96 05549S
ADVANCED PACKAGING & PRODUCTS CD.
16131 S MAPLE AVE
GARDENA, CA 90248

IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION ON FILE—PROCEED TO LINE 16.

DO NOT WRITE IN THIS SPACE

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	ROOM NO.	2A. CITY AND STATE	2B. ZIP CODE
16131 S. Maple Avenue		Gardena, CA	90248
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA	ROOM NO.	3A. CITY	3B. ZIP CODE
16131 S. Maple Avenue		Gardena, CA	90248
4. MAILING ADDRESS	ROOM NO.	4A. CITY AND STATE	4B. ZIP CODE
16131 S. Maple Avenue		Gardena, CA	90248

THE NAMES OF THE FOLLOWING OFFICERS ARE:

Must have these three officers (Sec. 312, Corporations Code). An officer may hold more than one office.

5. CHIEF EXECUTIVE OFFICER	5A. STREET ADDRESS (DO NOT USE P.O. BOX)	5B. CITY AND STATE	5C. ZIP CODE
Michael Goldstein	16131 S. Maple Avenue	Gardena, CA	90248
6. SECRETARY	6A. STREET ADDRESS (DO NOT USE P.O. BOX)	6B. CITY AND STATE	6C. ZIP CODE
Steven J. Renshaw	550 South Hope Street	Los Angeles, CA	90071
7. CHIEF FINANCIAL OFFICER	7A. STREET ADDRESS (DO NOT USE P.O. BOX)	7B. CITY AND STATE	7C. ZIP CODE
Michael Goldstein	16131 S. Maple Avenue	Gardena, CA	90248

INCUMBENT DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS

Officers may also be directors. Must have one or more directors (Chap. 3, Sec. 301a, Corporations Code). Statements not listing directors will be rejected.

8. NAME	8A. STREET ADDRESS (DO NOT USE P.O. BOX)	8B. CITY AND STATE	8C. ZIP CODE
Steven J. Renshaw	550 South Hope Street	Los Angeles, CA	90071
9. NAME	9A. STREET ADDRESS (DO NOT USE P.O. BOX)	9B. CITY AND STATE	9C. ZIP CODE
P.J. Harvey	16131 S. Maple Avenue	Gardena, CA	90248
10. NAME	10A. STREET ADDRESS (DO NOT USE P.O. BOX)	10B. CITY AND STATE	10C. ZIP CODE
Vicky L. Harvey	16131 S. Maple Avenue	Gardena, CA	90248

THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

DESIGNATED AGENT FOR SERVICE OF PROCESS (Only one agent may be named and must reside in California.)

NAME

Steven J. Renshaw, Esq.

CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION.

550 South Hope Street, Los Angeles, CA 90071

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

Manufacturer

I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Steven J. Renshaw

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

Secretary

TITLE

DATE

2/5/96

I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE SECRETARY OF STATE'S OFFICE. DOES NOT APPLY ON INITIAL FILING.

FILE HERE:

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

TITLE

DATE



State of California

Tony Miller
Acting Secretary of State

P.O. Box 944230
Sacramento, CA 94244-0230
Phone: (916) 445-2020

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1502, CORPORATIONS CODE)

A \$5 FILING FEE MUST ACCOMPANY THIS STATEMENT.

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR BLACK INK

IMPORTANT - Please Read Instructions On Back Of Form

1.

3-31-95

Advance Packaging & Products, Inc.

DO NOT ALTER PREPRINTED NAME. IF ITEM NO. 1 IS BLANK, PLEASE ENTER CORPORATE NAME

DO NOT WRITE IN THIS SPACE

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT:

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	ROOM NO.	2A. CITY AND STATE	2B. ZIP CODE
16131 S. Maple Avenue	--	Gardena, CA	90248
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA	ROOM NO.	3A. CITY	3B. ZIP CODE
16131 S. Maple Avenue	--	Gardena, CA	90248
4. MAILING ADDRESS	ROOM NO.	4A. CITY AND STATE	4B. ZIP CODE
16131 S. Maple Avenue	--	Gardena, CA	90248

THE NAMES OF THE FOLLOWING OFFICERS ARE: (Sec. 312, Corporations Code requires 3 officers.)

5. CHIEF EXECUTIVE OFFICER	5A. STREET ADDRESS (SEE REVERSE SIDE)	5B. CITY AND STATE	5C. ZIP CODE
Michael Goldstein	16131 S. Maple Avenue	Gardena, CA	90248
6. SECRETARY	6A. STREET ADDRESS (SEE REVERSE SIDE)	6B. CITY AND STATE	6C. ZIP CODE
Steven J. Renshaw	550 South Hope Street	Los Angeles, CA	90071
7. CHIEF FINANCIAL OFFICER	7A. STREET ADDRESS (SEE REVERSE SIDE)	7B. CITY AND STATE	7C. ZIP CODE
Michael Goldstein	16131 S. Maple Avenue	Gardena, CA	90248

INCUMBENT DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (Attach supplemental list if necessary)

8. NAME	8A. STREET ADDRESS (SEE REVERSE SIDE)	8B. CITY AND STATE	8C. ZIP CODE
Steven J. Renshaw	550 South Hope Street	Los Angeles, CA	90071
9. NAME	9A. STREET ADDRESS (SEE REVERSE SIDE)	9B. CITY AND STATE	9C. ZIP CODE
P.J. Harvey	16131 S. Maple Avenue	Gardena, CA	90248
10. NAME	10A. STREET ADDRESS (SEE REVERSE SIDE)	10B. CITY AND STATE	10C. ZIP CODE
Vicky L. Harvey	16131 S. Maple Avenue	Gardena, CA	90248

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

DESIGNATED AGENT FOR SERVICE OF PROCESS (Only one agent may be named)

12. NAME

Steven J. Renshaw, Esq.

13. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION.

550 South Hope Street, Los Angeles, CA 90071

14. DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

Manufacturer

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Steven J. Renshaw

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

Secretary

TITLE

DATE

8/7/95

16. I DECLARE THERE HAS BEEN NO CHANGE IN THE INFORMATION CONTAINED IN THE LAST STATEMENT OF THE CORPORATION WHICH IS ON FILE IN THE SECRETARY OF STATE'S OFFICE. DOES NOT APPLY ON INITIAL FILING

(READ INSTRUCTIONS BEFORE COMPLETING THIS ITEM)

ICHECK HERE

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

TITLE

DATE

E

1

707168

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

MAY 13 1974

ARTICLES OF INCORPORATION OF

PJEFF CORPORATION

(Under the Laws of the State of California)

EDMUND G. BROWN, Jr., Secretary of State
By BILL HOLDEN
Deputy,

We, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of California and we do hereby certify:

Article I.

The name of the corporation is PJEFF CORPORATION.

Article II.

The corporation's purpose is primarily to engage in the specific business of manufacture and sale of lubricants.

Article III.

In addition to the foregoing primary purpose, the purposes for which said corporation is formed are as follows:

To improve, manage, develop, sell, assign, hypothecate, transfer, lease, mortgage, pledge, or otherwise dispose of or turn to account or deal with or in all or any part of the property of the Company, and from time to time to vary any investment or employment of capital in the Company.

To borrow and lend money in connection with any of the purposes of this corporation, with or without security therefor, and to do and deal in and traffic in, to transact and carry on a mortgage and loan business and general insurance brokerage business.

To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise,

To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, operate, develop, sell, lease, exchange, hire, convey, mortgage, hypothecate, or otherwise dispose of and deal in lands and leaseholds, and any interest, estate and rights in real property, and any personal or mixed property, and any franchises, rights, licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed, or otherwise.

To apply for, obtain, register, purchase, lease, or otherwise to acquire and to hold, own, use, develop, operate and introduce, and to sell, assign, grant licenses or territorial rights in respect to, or otherwise to turn to account or dispose of, any copyrights, trademarks, trades-names, brands, labels, patent rights, letters patent of the United States or of any other country or government, inventions, improvements, and processes, whether used in connection with or secured under letters patent or otherwise.

To own, build, construct and/or contract therefor, improvements of all or any kind or nature on real property or otherwise.

To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporations, firms or individuals, and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, or otherwise, provided the same be not inconsistent with the laws under which this corporation is organized.

To acquire by purchase, subscriptions or otherwise, and to hold for investment or otherwise, and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of stocks, bonds, notes or any other obligation or securities of any corporation or corporations, person or persons; to merge or consolidate with any corporation in such manner as may be permitted by it; to aid in any manner any corporation whose stock, bonds, or other obligations are held, or in any manner guaranteed by the Company, or in which the Company is in any way interested; and to do any other acts or things for the preservation and protection, improvement or enhancement of the value of any of said stock, bonds or other obligations, or to do any acts or things designated for

any such purpose; and while owner of any such stocks, bonds or other obligations to exercise all the rights, powers and privileges of ownership thereof; and to exercise any and all voting powers thereof; to guarantee the payment of dividends upon any stock of the principal or interest or both, of any bonds or other obligations and the performance of any contract.

To generally transact and carry on any other business and to exercise any other powers which may be deemed by the Company, from time to time, necessary, proper or convenient to be carried on or exercised whether in connection with any of the foregoing purposes, or incident thereto or otherwise, and to do any and all things that an individual may or could do and that is allowed by law, and to exercise all powers authorized by the laws of the State of California under which said corporation is formed, whether expressly set forth in Article II or III or not, as such laws are now in effect or may at any time hereafter be amended.

The business or purpose of the Company is from time to time to do any one or more of the acts and things hereinabove set forth, and it shall have power to conduct and carry on its said business or any part thereof, and have one or more offices, and to exercise all or any of its corporate powers and rights in the State of California, and in various other states, territories, colonies and dependencies of the United States, in the District of Columbia, and in all or any foreign countries.

The foregoing statement of purposes shall be construed both as a statement of purposes and of powers, and the statements contained in each clause shall, except where otherwise expressed, not be limited or restricted by reference to or interference from the provisions of any other clause.

Article IV.

The County in the State of California where the principal office for the transaction of the business of the corporation is located is the County of Los Angeles.

Article V.

The number of Directors of this corporation is three (3), provided that the number of such Directors may

from time to time be changed by amendment of the By-laws of this corporation; that the names and addresses of the persons who are hereby appointed to act as first Directors of the corporation are:

NAMES:	ADDRESSES:
Leonard J. Meyberg, Jr.	1901 Avenue of the Stars #888 Los Angeles, California 90067
Eleanor Dahl	1901 Avenue of the Stars #888 Los Angeles, California 90067
Martha J. O'Connor	1901 Avenue of the Stars #888 Los Angeles, California 90067

Article VI.

The corporation is authorized to issue only one class of stock; that the total number of shares of capital stock of this corporation which the corporation has authority to issue is twenty-five thousand (\$25,000) shares; that each share of capital stock has a par value of one dollar (\$1.00); and the aggregate par value of all the shares of capital stock of this corporation is twenty-five thousand dollars (\$25,000). No distinction shall exist between the shares of the corporation or between the holders thereof.

Article VII.

That the Directors shall have no right to assess the stock of the corporation for any purpose whatsoever, and after the original subscription therefor is paid the stock shall be non-assessable. Any and all actions required or

permitted to be taken by the Board of Directors under Division 1 of the California Corporations Code may be taken without a meeting if all members of the Board shall individually consent in writing to such action. The stockholders shall be liable for the indebtedness of the corporation to the amount of their stock subscribed and unpaid, and no more.

Article VIII.

The holders of the shares of capital stock of such corporation shall have preemptive rights to subscribe to any or all issues or shares of such corporation, subject to such limitations as may be provided for in the By-laws of such corporation.

IN WITNESS WHEREOF, we, the undersigned, constituting the incorporators of this corporation, including all the persons named above as the first Directors of this corporation, have executed these Articles of Incorporation on this 10th day of May, 1974.

/s/ LEONARD J. MEYBERG, JR.
Leonard J. Meyberg, Jr.

/s/ ELEANOR DAHL
Eleanor Dahl

/s/ MARTHA J. O'CONNOR
Martha J. O'Connor

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 10th day of May, 1974, before me, the undersigned, STANLEY ZIPSER, a Notary Public in and for the County of Los Angeles, State of California, personally appeared LEONARD J. MEYBERG, JR., ELEANOR DAHL and MARTHA J. O'CONNOR, known to me to be the persons whose names are subscribed to the within instrument, and severally acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal in the County of Los Angeles, State of California, the day and year in the Certificate above written.

/s/ STANLEY ZIPSER

Notary Public in and for said
County and State

(Seal)

2

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

AUG 23 1977

MARCH-FONG EU, Secretary of State

By JAMES E. HARRIS
Deputy

CERTIFICATE OF AMENDMENT OF ARTICLES
OF INCORPORATION OF PJEFF CORPORATION

P. JEFF HARVEY and VICKY LYNN HARVEY certify:

1. They are the President and Secretary, respectively,
of PJEFF CORPORATION, a California corporation.

2. At a meeting of the Board of Director of PJEFF
CORPORATION duly held at Los Angeles, California, on June 1,
1977, the following resolution was adopted:

RESOLVED that Article I of the Articles
of Incorporation of PJEFF CORPORATION is here-
by amended to read in full as follows:

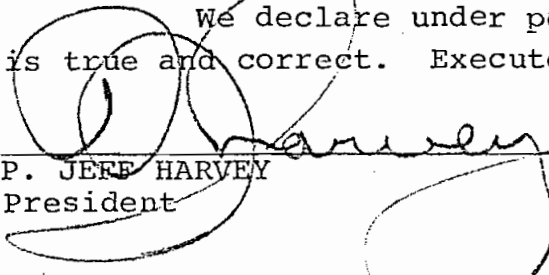
"The name of this corporation is

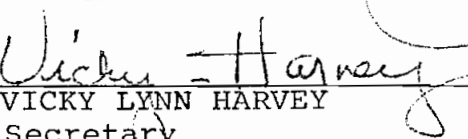
PJ1 CORPORATION"

3. The shareholder has adopted said amendment by a
resolution at a meeting held at Los Angeles, California, on
June 1, 1977, and the wording of the amended Articles as set
forth in the shareholder resolution is the same as that set
forth in the Director's resolution in paragraph 2 above.

4. The number of shares which voted affirmatively
for the adoption of said resolution is 20,000; that the total
number of shares entitled to vote on said amendment is 20,000.

We declare under penalty of perjury that the foregoing
is true and correct. Executed on June 1, 1977, at Los Angeles, CA.


P. JEFF HARVEY
President


VICKY LYNN HARVEY
Secretary

3

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

DEC 27 1995

No. 22991-95

Dean Heller

DEAN HELLER, SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

PJH BRANDS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Nevada, and for such purpose hereby adopt Articles of Incorporation as follows:

ARTICLE I

Name and Duration

The name of this corporation shall be PJH BRANDS. The duration of this corporation shall be perpetual.

ARTICLE II

Purpose

The purpose for which this corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Nevada as they may be amended from time to time.

ARTICLE III

Initial Business

The corporation initially intends to conduct the business of the marketing and sales of lubricants and aerosol products and any and all other lawful businesses for which corporations may be incorporated under the laws of the State of Nevada.

ARTICLE IV

Authorized Capital

The total number of shares of capital stock which the corporation shall have the authority to issue is One Million (1,000,000) shares of Common Stock, par value \$.001 per share. The corporation is authorized to issue only one class of stock.

ARTICLE V

Resident Agent

RECEIVED
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SECRETARY OF STATE

The name and address of the initial resident agent of the corporation is The Corporation Trust Company of Nevada, One East First Street, Reno, Nevada 89501.

ARTICLE VI

Board of Directors

The number of Directors of the corporation shall be fixed from time to time by, or in the manner provided by, the Bylaws. The initial Director of the corporation who shall served as Director until the conclusion of the organizational meeting is:

Name	Address
P.J. Harvey	8747 E. Via de Comercio Scottsdale, AZ 85258

ARTICLE VII

Incorporators

The name and address of each incorporator of the corporation is:

Name	Address
Vickie Prince	3225 N Central, #1601 Phoenix, AZ 85012
Candice Maerz	3225 N Central, #1601 Phoenix, AZ 85012
Terrie Bates	3225 N Central, #1601 Phoenix, AZ 85012

All powers, duties and responsibilities of the Incorporators shall cease at the time of delivery of these Articles of Incorporation to the Secretary of State of the State of Nevada for filing.

ARTICLE VIII

Indemnification of Officers,
Directors, Employees and Agents

The corporation shall indemnify, defend and hold harmless any person who incurs expenses, claims, damages, or liability by reason of the fact that he or she is, or was an officer, director, employee or agent of the corporation, to the fullest extent allowed pursuant to Nevada law. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

ARTICLE IX

Repurchase of Shares

The Board of Directors of the corporation may, from time to time, cause the corporation to purchase its own shares to the extent permitted by the laws of the State of Nevada.

ARTICLE X

Fiscal Year

The fiscal year of the corporation shall be determined by the Board of Directors at the organizational meeting and may thereafter be changed from time to time by action of the Board of Directors.

ARTICLE XI

Limitation of Liability

To the fullest extent permitted by the laws of the State of Nevada, as the same exist or may hereafter be amended, a director of the corporation shall not be liable to the corporation or its stockholders for monetary or other damages for breach of fiduciary duties as a director. No repeal, amendment, or modification of this Article XIV, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the corporation occurring prior to such repeal, amendment, or modification. Notwithstanding any other provision of these Articles of Incorporation, the affirmative vote of two-thirds (2/3) of the outstanding shares of stock of this corporation entitled to vote shall be required to amend, alter, change or repeal, or adopt any provision inconsistent with, this Article.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands this 27th day of December, 1995.

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

DEC 27 1995

No. 22991-95

Dean Heller
DEAN HELLER, SECRETARY OF STATE

Vickie M. Prince

Vickie Prince

Candice Maerz

Candice Maerz

Terrie Bates

Terrie Bates

STATE OF ARIZONA)

) ss.

County of MARICOPA)

On this 27th day of December, 1995, before me, a Notary Public, personally appeared Vickie M. Prince, Candice Maerz and Terrie Bates who severally acknowledged that they executed the above instrument.



Cindy L. Parrinello

Notary Public

My commission expires:

4-14-98

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT

The Corporation Trust Company of Nevada hereby accepts appointment as Resident Agent for the above referenced corporation.

DATED: December 27, 1995.

THE CORPORATION TRUST COMPANY OF NEVADA

By

Assistant Secretary

4

FILED

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JAN 11 1996

No. 22991-95
Dean Heller
DEAN HELLER, SECRETARY OF STATE

ARTICLES OF MERGER

OF

PJH BRANDS, a California Corporation
("PJH-California")

INTO

PJH BRANDS, a Nevada Corporation
("PJH-Nevada")

These Articles of Merger are delivered to the Nevada Secretary of State for filing pursuant to Section 78.458 of the Nevada General Corporation Law by the undersigned corporations:

FIRST: The names, addresses and states of incorporation of the merging corporations are as follows:

Name and Address

State of Incorporation

PJH BRANDS
8747 East Via de Comercio
Scottsdale, Arizona 85258

California

PJH BRANDS
8747 East Via de Comercio
Scottsdale, Arizona 85258

Nevada

SECOND: PJH-Nevada is the Surviving Corporation and is to be governed by the laws of the State of Nevada.

THIRD: An agreement and Plan of Merger (the "Plan") has been adopted by the Boards of Directors of PJH-California and PJH-Nevada.

FORTH: The Plan was approved by the sole stockholder of PJH-Nevada and was submitted to the stockholders of PJH-California for their approval by the Board of Directors of PJH-California pursuant to Section 78.458 of the Nevada General Corporation Law.

FIFTH: All holders of PJH-California \$1.00 par value common stock (the "PJH-

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SECRETARY OF STATE

California Common Stock') were entitled to one vote for each share held. The number of shares of PJH-California Common Stock issued and outstanding on the record date was 15,667.

SIXTH: The number of shares of PJH-California Common Stock voted for such Plan was 15,667 shares, which represents 100% of the issued and outstanding shares of PJH-California Common Stock. No shares of PJH-California were voted against the Plan. Such number of shares voted in favor of the Plan was sufficient for approval of the Plan by PJH-California stockholders.

SEVENTH: There are no amendments to the Articles of Incorporation of the Surviving Corporation.

EIGHTH: The complete, executed Plan is on file at the registered office of the Surviving Corporation at 8747 East Via de Comercio, Scottsdale, Arizona 85258.

NINTH: A copy of the Plan may be obtained at no cost upon written request to PJH BRANDS, 8747 East Via de Comercio, Scottsdale, Arizona 85258, Attention: Vicky Harvey, Secretary.

TENTH: The laws of the state under which PJH-California is organized permit such merger.

IN WITNESS WHEREOF, PJH-California and PJH Nevada have caused these Articles of Merger to be executed by their respective duly authorized officers on this 30 day of December, 1995.

PJH BRANDS
a California corporation

By 

PJ Harvey, President

By 

Vicky Harvey, Secretary

PJH BRANDS
a Nevada corporation

By 

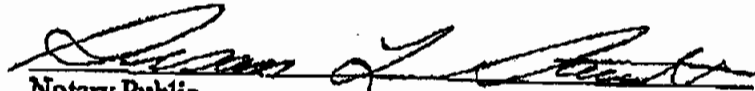
PJ Harvey, President

By 

Vicky Harvey, Secretary

STATE OF ARIZONA)
)ss.
County of Maricopa)

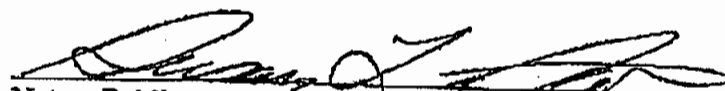
The foregoing instrument was acknowledged before me this 30th day of December, 1995, by PJ HARVEY and VICKY HARVEY, the President and Secretary, respectively, of PJH BRANDS, a California Corporation for and on behalf of the Corporation.


Notary Public

My commission expires:

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of December, 1995, by PJ HARVEY and VICKY HARVEY, the President and Secretary, respectively, of PJH BRANDS, a Nevada Corporation for and on behalf of the Corporation.


Notary Public

My commission expires:

My commission expires July 21, 1996

F

1

AFFIDAVIT OF P.J. HARVEY

I, P.J. Harvey, duly sworn, state the following:

1. My name is P.J. Harvey, and I reside in Scottsdale, Maricopa County, Arizona. I have personal knowledge of the facts set forth herein.
2. I am, and at all times relevant hereto, have been, the Chairman and Chief Executive Officer of PJH Brands ("PJHB"), a corporation organized and existing under the laws of the State of Nevada.
3. PJHB is a marketer and distributor of specialty products for the aerospace industry, specialized federal government contractors, automobile and motorcycle racetrack operators, the automotive and motorcycle after-market, and other users. PJHB relies upon outside manufacturers, formulators, and packagers to manufacture its products to meet the exacting specifications and expectations of its customers. The customer specifications for the products sold by PJHB are based upon trade-secret formulas, the rights to which are owned exclusively by PJHB. PJHB's particular skills and experience are in the sales, marketing, and distribution of the products, rather than the manufacturing, formulating, and actual packaging of the products.
4. PJHB was formed as a Nevada corporation on December 27, 1995. However, I have been involved in the same business since approximately 1973. Initially, the business was conducted under the name American PJ Company, a sole proprietorship. Its successor Pjeff Corporation, a California corporation, was formed in approximately 1974. In 1977, Pjeff Corporation changed its name to PJ1 Corporation; in 1994, the company again changed its

use agreements conditioned on APP formulating and packaging the products exclusively for PJHB and prohibiting disclosure of such protected information to other parties.

7. At all times material hereto, PJHB acquired title to the custom products manufactured by and packaged by APP when the entire manufacturing and packaging process had been completed. After paying for the products, PJHB would take possession of the completed products and ship them at its own expense directly to PJHB's customers or distributors, or to its own warehouse facilities.
8. APP, at all times material hereto, has been responsible for all decisions concerning the raw materials it purchased and used in the manufacturing process, the methods and means of storing such raw materials, and the disposal of any wastes generated from the manufacturing process. From time to time, representatives of PJHB would visit the APP facility and meet with APP personnel to discuss and review the manufacturing specifications and procedures for certain specialty products. In addition, PJHB would occasionally meet with its customers at the APP manufacturing facility to review their needs concerning product specifications. APP, at all times relevant hereto, has had its own management personnel and employees. To the best of my knowledge, no representative of PJHB ever directed or interfered with APP's decision-making authority regarding the operation of APP's business.

9. To the best of my knowledge, no representative of PJHB has made or directed any decision to APP employees or personnel regarding operations at the APP manufacturing facility.
10. To the best of my knowledge, no representative of PJHB has made or directed any decision to APP employees or personnel regarding health and safety issues or operations related thereto.
11. Because PJHB had a significant business interest in the continued ability of APP to manufacture and package specialty products sold by PJHB, PJHB named APP as an additional insured on certain of PJHB's insurance policies but charged APP for a proportionate share of the insurance premium..

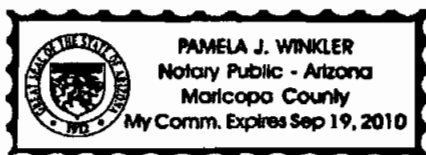
DATED this 17 day of January, 2007.

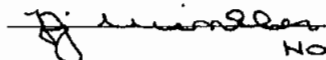
P.J. Harvey

State of Arizona

County of Maricopa

The foregoing Affidavit was subscribed and sworn to before me this 17TH day of January, 2006, by P.J. Harvey.



NOTARY PUBLIC

Notary Public

My commission expires:

SEPTEMBER 19, 2010

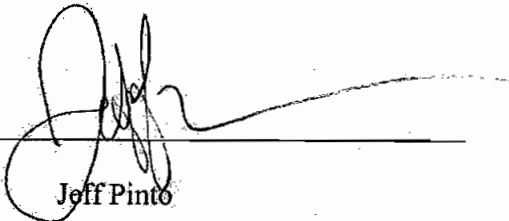
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AFFIDAVIT OF JEFF PINTO

1, Jeff Pinto, duly sworn, state the following:

1. My name is Jeff Pinto, and I reside in Scottsdale, Maricopa County, Arizona. I have personal knowledge of the facts set forth herein.
2. I am, and at all times relevant hereto have been, the Vice President for Business Corporate Operations of PJH Brands ("PJHB"), a corporation organized and existing under the laws of Nevada.
3. PJHB is a marketer and distributor of specialty products for the aerospace industry, auto and motorcycle race track operators, the automotive and motor-cycle performance and after-market industries, and other customers. PJHB relies upon outside manufacturers, formulators, and packagers to manufacture the products that PJHB purchases and then resells to its customers.
4. In my position for PJHB, my responsibilities include working closely with such outside manufacturers, formulators, and packagers to assist them by making recommendations to assure products will meet the rigid expectations of PJHB and its customers. Under no circumstance did I direct or order them how to operate their businesses in order to satisfy PJHB's needs, and, indeed, I am not qualified to do so.
5. For a number of years I was involved on behalf of PJHB with Advanced Packaging and Products, Inc. ("APP"), located in Gardena (Carson), California, an outside manufacturer, formulator, and packager as described in ¶3. My job with PJHB required dialogue with the APP Plant Manager and Chemist. I never arrived at the APP facility without prior notice to APP.
6. On a number of occasions, in the course of my work with APP on behalf of PJHB and its customers, I offered suggestions regarding certain processes in an effort hopefully to achieve better efficiencies and lower costs. These suggestions were reviewed by the APP Plant Manager, who made the final decisions; some suggestions were adopted but many were not. For example, two recommendations dealing with malfunctioning sensors and the attachment of snorkel tubes to aerosol cans were never implemented. I did not have the authority nor did I ever order or direct APP management to implement any workplace safety or other operational action.
7. In my capacity of working for PJHB and consulting with APP, I also provided limited paperwork relating to productivity analysis and the conversion of a contract clerk to an APP employee to assist with certain administrative activities.

Dated this 17th day of January, 2007.

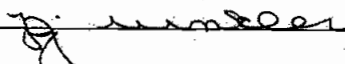


Jeff Pinto

State of Arizona

County of Maricopa

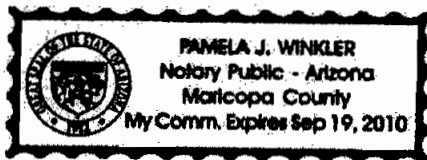
The foregoing Affidavit was subscribed and sworn to before me this 17th day of January, 2007, by Jeff Pinto.



Notary Public

My commission expires:

SEPTEMBER 19, 2010



3

**DECLARATION
OF
CHARLES PATTERSON**

Charles Patterson, hereby declares, under penalty of perjury, that the following statements are true and correct, to the best of his knowledge:

1. I am a certified public accountant and have held such certification from the Arizona State Board of Accountancy (Certification Number 5891) since 1987; prior to becoming an independent contractor consultant for PJH Brands. I was Senior Manager for the accounting firm of KPMG Peat Marwick from 1984 to 1990, and was Senior Vice President of Operations and Chief Financial Officer for Royal Grip, Inc. from 1990 to March 1995.

2. In approximately March 1995 I started doing independent consulting work and as a part of my consulting I was hired as an independent consultant for PJH Brands; I performed financial consulting for PJH Brands under the name of Patterson Consulting, a sole proprietorship; during the period of time that I did consulting work for PJH Brands, I was paid on a monthly basis by PJH Brands; during the period of time that I did consulting work for PJH Brands, I performed general accounting functions and performed in a role similar to that of a chief financial person for PJH Brands.

3. I performed financial consulting work for PJH Brands from 1994 through December 2004; commencing in January 2005, I became a full time employee of PJH Brands and remained an employee until June 2005 when I resigned from PJH Brands and went to work for a start-up company.

4. In approximately 1995 my company, Upward Spiral Marketing, L.L.C., an Arizona limited liability company ("USM"), was hired as an independent consultant for Advanced Packaging & Products Co., a California corporation ("APP"); USM performed computer systems work and business consulting services for APP and was paid on a monthly basis by APP; USM had other revenue sources in addition to revenues received from APP; I was the sole employee of USM.

5. USM performed general business planning and implemented business plans as decided upon by the Board of Directors of APP and performed general consulting work for APP through December 2004 when USM ceased performing any services for APP.

6. USM performed business consulting work for APP, consisting of creating and implementing business plans for APP, coordinating with various management level employees of APP, overseeing the financial affairs of APP, performing periodic pricing

review for APP products, and performing other general business and financial consulting functions.

7. For years prior to the severance of my business relationship with PJH Brands, I was aware that there was an agreement that had been entered into between APP and PJH Brands whereby for a monthly fee of approximately \$2,000 PJH Brands would perform certain accounts payable and accounting functions for APP; I am of the belief that there was a written agreement entered into between APP and PJH Brands which contained mutual confidentiality provisions whereby PJH Brands was to process accounts payable based upon APP's receiving, compile monthly financial statements for APP, back-up computer data for APP, perform light financial analysis and provide feedback to APP plant manager; I recall that under this agreement, PJH Brands was specifically prohibited from direct supervision of APP personnel, was required to clear all inquiries of APP personnel through the APP plant manager, and other than payment of routine account payables invoices had no authority over any APP funds; because PJH Brands was the largest customer of APP, it was recognized that PJH Brands would have accompanying influence over scheduling, due dates and priorities of product which would involve almost daily communications between staff of PJH Brands and staff of APP.

8. After USM ceased performing business consulting services for APP in late 2004, I am aware that a formal Consulting Agreement was negotiated between APP and PJH Brands and executed in March 2005 while I was an employee of PJH Brands; this Consulting Agreement was intended to have PJH Brands continue to perform the same financial services as it had previously performed for APP and was to allow limited consulting on operational matters of PJH Brands' employees with APP personnel.

9. During the period of time that USM consulted with APP on general business and financial matters, I am not aware of any request from any APP employee or plant manager for monies to perform any recommended health or safety repairs or maintenance to any equipment being turned down. I am not aware of any instruction to any APP employee to skirt work place safety compliance. for financial accountability purposes all unplanned purchases greater than \$1,500 were reviewed by me against the operating plan and if budgeted funds were not available the request had to be approved by an officer or Director of APP, and I was never aware of any practice or policy whereby PJH Brands "as a customer, would pay only \$0.98/\$1.00 on any APP invoice" thereby creating some sort of a tax reduction solely to benefit PJH Brands; during the period of time that USM consulted with APP and I consulted with PJH Brands, I was always fully aware that APP and PJH Brands were two separate and distinct corporations and transactions between the two corporations were to be treated as "arm's length" transactions, and I personally informed several employees of APP of the necessity to treat the two companies as separate and distinct entities; in an attempt to have APP price its product to PJH Brands on a market and competitive basis and not to show any favoritism to PJH Brands,

periodically I would go to other competitors of APP and inquire as to pricing to determine whether APP's pricing was competitive or whether it would be more financially beneficial to PJH Brands to use competitors of APP.

10. In December 1995, as a part of my responsibilities as a consultant to PJH Brands, I recommended that PJH Brands restructure its indebtedness from APP; in December 1995, I am aware that APP approached PJH Brands with a proposal to forgive a portion of its debt; upon receiving the request from APP to forgive a portion of its debt, my recommendation to PJH Brands management was that it should restructure the APP debt in order to protect its source of certain products and to be able to satisfy existing product commitments; prior to December 1995, PJH Brands had secured its loans to APP with the filing of a Financing Statement; after the 1995 debt restructuring, PJH Brands retained, extended and/or continued its security interest in APP's assets.

11. In December 2000, I was contacted by APP upper level management with the request for PJH Brands to consider restructuring its debt owing from APP; after considering that PJH Brands purchased a significant amount of its product from APP, PJH Brands had investigated other suppliers, and while unit prices of other suppliers were comparable, there would be significant amount of startup time and cost related to reformulation of product based on the manufacturing processes employed by other suppliers. APP accommodated PJH Brands by running smaller batches than many of the other alternate suppliers. PJH Brands was satisfied with the quality and delivery of APP produced products, for PJH Brands to continue to compete in the niche market that it was in it would be necessary for PJH Brands to have a reliable supplier willing to provide smaller quantities of specialized product, and PJH Brands had loaned money to APP in an attempt to allow APP to acquire raw material at favorable prices and to give APP time to build its production volume to profitably operate the business. I recommended to PJH Brands management that it accommodate APP to some extent and restructure a portion of its debt owing from APP; after the 2000 debt restructuring, PJH Brands retained, extended and/or continued its security interest in APP's assets.

FURTHER YOUR DECLARANT SAYETH NOT.


Charles Patterson

V17/07

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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT ("Agreement"), is entered into and made effective as of July __, 2006 ("Effective Date"), by and between ADVANCED PACKAGING & PRODUCTS COMPANY, a California corporation ("Advanced Packaging"), PJH BRANDS, a Nevada corporation ("PJHB"), GINGER ROOT OFFICE ASSOCIATES, LLC, a California limited liability company ("Ginger Root"), and STEVEN J. RENSHAW ("Renshaw"), an individual (each, a "Party," and collectively, the "Parties").

RECITALS

A. Advanced Packaging is the tenant of the property located at 16131 Maple Avenue in Carson, California (Los Angeles County Assessor's Parcel No. 6125-014-008 (the "Property")), which is owned by Ginger Root. Advanced Packaging has been the tenant at the Property since 1995, and is currently the tenant pursuant to its lease agreement with Ginger Root, dated March 21, 2001, as modified by the addendum to lease, dated March 21, 2001 (collectively, the "Lease"). From approximately 1989 until 1995, Advanced Packaging leased the Property under its former name, "PJH Group" (a California corporation). In 1995, PJH Group amended its articles of incorporation and changed its name to "Advanced Packaging & Products Company".

B. On January 9, 2006, a fire at the Property resulted in the release of hazardous substances to the Property and possibly surrounding areas ("Release").

C. The United States Environmental Protection Agency ("EPA") issued a Unilateral Administrative Order for the Performance of a Removal Action, U.S. EPA Docket Number 9-2006-0011 and dated April 13, 2006, to Advanced Packaging (erroneously named on the order as Advanced Packaging Products, Inc.), and then an Amended Unilateral Administrative Order for the Performance of a Removal Action, U.S. EPA Docket No. 9-2006-0011A on May 16, 2006 ("Order"), to Advanced Packaging (listed on the Order as "Advanced Packaging Products, Inc."), Ginger Root (erroneously named on the Order as "Ginger Root, LLC"), Steven Renshaw, an officer of Advanced Packaging, and PJHB. The Order is attached to this Agreement as Exhibit "A".

D. The Order sets forth the certain tasks which must be performed in connection with the Release ("Work", as defined in further detail below).

E. The Parties desire to agree to a cost sharing agreement establishing that: (1) Advanced Packaging and Steven Renshaw (which shall be referred to as one entity, hereinafter "Advanced Packaging/Renshaw", solely with respect to payment obligations of Advanced Packaging and Renshaw as set forth under this Agreement), PJHB, and Ginger Root (collectively, the "Contributors") will share equally all costs and expenses associated with performance of the Work and any other costs and expenses necessary for the Parties' compliance with the Order other than those incurred solely on behalf of a particular Party, and expressly excluding any attorney fees (collectively, "Costs"); and (2) for any Costs which

Advanced Packaging/Renshaw fails to pay, PJHB shall pay two-thirds of such Costs and Ginger Root shall pay the remaining one-third of such Costs.

F. By entering into this Agreement, the Parties do not intend to affect or release any claims one may have against the other.

AGREEMENT

1. **Project Coordinator.** The Parties agree that NRC Environmental Services has been designated by the Parties as the environmental remediation contractor to serve as the Project Coordinator to be responsible for the performance of the Work, which Work shall include without limitation all environmental consulting services, communication and cooperation with governmental agencies, subsurface investigation and analysis, removal and disposal of all hazardous substances, all as necessary to satisfy the obligations of the Order, and any other work required by EPA; however, at this time, the Work does not include activities relating to the presence of hazardous substances existing in the subsurface prior to January 9, 2006 (other than review of prior reports or other materials concerning subsurface contamination as may be necessary to determine the scope of the Work). For the convenience of the Parties and the Project Coordinator, the Parties designate Ginger Root as the entity which shall execute a remediation services agreement with the Project Coordinator for the performance of the Work ("Remediation Contract", attached hereto as Exhibit "B"). The Parties agree that each has reviewed the Remediation Contract in its entirety, are in agreement with respect to the Remediation Contract, and that Ginger Root shall incur no liability whatsoever from any of the Parties arising out of, connected with, or associated in any way with its role as the contracting party to the Remediation Contract. The Parties agree to consider any requests from any one Party to allow for the appointment of a new Project Coordinator and will consider that question in good faith. In the event of any disagreement between the Parties regarding any work performed under the Remediation Contract, the performance of the Project Coordinator, or the Costs, the Party disputing such work shall promptly provide the other Parties with notification, via electronic-mail. In such event, the Parties shall confer telephonically within two (2) business days of such notification and shall endeavor in good faith to resolve any differences.

2. Contribution.

a. The Contributors shall each pay for one-third of the Costs. The Parties shall each fund the "Escrow Account" established under Section 3 of this Agreement with an initial funding of fifty thousand dollars (\$50,000), for a total of one hundred and fifty thousand dollars (\$150,000) ("Initial Funding") within three (3) business days of the Parties' execution of this Agreement. In the event that Advanced Packaging/Renshaw fails to deposit into the Escrow Account the entirety of its one-third share of the Initial Funding within three (3) business days of the Parties' execution of this Agreement, PJHB shall deposit into the Escrow Account two-thirds of Advanced Packaging/Renshaw's share of the Initial Funding and Ginger Root shall deposit into the Escrow Account the remaining one-third of Advanced Packaging/Renshaw's share of the Initial Funding within two (2) business days of receiving notification from the Escrow Manager of Advanced Packaging/Renshaw's failure to deposit such funds. Subsequent to the Initial Funding, the Contributors shall each, within three (3) business

days of receiving an email notification from Ginger Root, based on its communication with the Project Coordinator, that the Escrow Account is within three (3) days of being exhausted, deposit another \$50,000 into the Escrow Account, for a total of \$150,000 ("Supplemental Funding"), unless the amount of funds requested by the Project Coordinator is less than \$150,000 and is sufficient for the payment of the remaining costs, in which case the funding shall be the amount so requested by Ginger Root, based on its communication with the Project Coordinator. All Supplemental Funding shall occur in accordance with the same procedures, set forth above, that apply to the Initial Funding and shall continue until such time as all Costs are paid. The Contributors agree that disputes to any amounts requested by the Project Coordinator will be addressed in accordance with the provisions of the Escrow Agreement.

b. Each Contributor shall (i) be liable for its share of Ginger Root's obligations under the Remediation Contract, whether financial (in which case the formula and procedures described in Section 2(a) of this Agreement shall govern each Party's share) or otherwise; and (ii) be entitled to all benefits accruing to Ginger Root under the Remediation Contract.

c. In the event that Advanced Packaging/Renshaw fails to fulfill its contribution obligations as set forth under this Section 2, Advanced Packaging and Renshaw shall be entitled to no rights or benefits under this Agreement. In the event Advanced Packaging/Renshaw, subsequent to such loss of rights and benefits under this Agreement, fulfills its contribution obligations as set forth under this Section 2, Advanced Packaging and Renshaw will be reinstated so as to recover any rights and benefits afforded under this Agreement from that point forward.

3. **Escrow Account.** The Parties shall create an escrow account into which the Contributors shall deposit the Initial Funding and all Supplemental Funding necessary for payment of the Costs ("Escrow Account"). The Contributors shall execute an agreement for the creation and operation of the Escrow Account ("Escrow Agreement", attached hereto as Exhibit "C") as separate to this Agreement. The Contributors shall cause the Project Coordinator to be paid for the Costs with funds drawn from the Escrow Account in accordance with the provisions of the Escrow Agreement. The Parties shall include in the Escrow Agreement provisions establishing an independent "Escrow Manager" with the power to disburse funds from the Escrow Account directly to the Project Coordinator upon the request of Ginger Root, via electronic email, for disbursement of such funds to satisfy Costs, subject to Section 3(a) of the Escrow Agreement.

4. **Proceeds of Sales of Materials at the Property.** Within ten business (10) days of the Effective Date, Advanced Packaging and/or Renshaw shall deposit the proceeds of any sale of any inventory, raw materials, processed materials, or any property whatsoever of Advanced Packaging (collectively, "Salable Goods") that has occurred between January 9, 2006 and the Effective Date into the Escrow Account for the payment of Costs; such deposit shall be applied towards Advanced Packaging/Renshaw's payment of Costs. As of the Effective Date of this Agreement, PJHB and Ginger Root hereby grant Advanced Packaging and Renshaw the right to sell any Salable Goods provided that: (i) Advanced Packaging and/or Renshaw require that all proceeds received from the sale, transfer, disposition and/or exchange of any Salable Goods be in the form of a check made out to the Escrow Manager and be promptly deposited

into the Escrow Fund; and (ii) Advanced Packaging and/or Renshaw provide to Ginger Root and PJHB, no later than three (3) business days prior to any transfer of possession, documentation identifying the Salable Goods to be sold, the name address and telephone number of each party purchasing the Salable Goods, and all contracts, bills of sale, and other written materials consummating such sale; the deposit of such funds shall be applied towards Advanced Packaging/Renshaw's payment of Costs. Advanced Packaging and/or Renshaw shall, under no circumstance, retain any revenue or benefits generated by, connected with, or arising in any way out of the sale, transfer, disposition and/or exchange of any Salable Goods.

5. **Removal of Hazardous Wastes.** The Parties shall include provisions in the Remediation Contract requiring that (a) Advanced Packaging execute, as the generator, all hazardous waste manifests for any regulated hazardous wastes or other materials required to be manifested (collectively, "Hazardous Wastes") removed from the Property during the Work and; (b) Advanced Packaging authorizes the Project Coordinator to sign any manifests on behalf of Advanced Packaging. Under no circumstances shall PJHB or Ginger Root bear any responsibility whatsoever regarding any Hazardous Wastes removed from the Property as part of the Work. The Parties agree that, when executed by Advanced Packaging, this Agreement shall constitute Advanced Packaging's consent to the Project Coordinator's execution, on Advanced Packaging's behalf, of all hazardous material manifests incidental to the Work.

6. **No Release.** The Parties agree that nothing in this Agreement is intended to be, nor shall be construed as, a release or covenant not to sue for or any limitation whatsoever upon any claim, demand, cause of action, claim for relief, claim for reimbursement (including but not limited to reimbursement of Costs paid under this Agreement), right, remedy, defense or cause of action, whether judicial or otherwise, at law or in equity, which the Parties currently have, have had, or may come to have against each other ("Claims"). The Parties hereby acknowledge that they have entered into this Agreement solely for the purpose of expediting the Work in order to minimize costs and liability under the Order, to avoid expanded efforts against them by EPA, and to otherwise guard against adversities which would otherwise arise in the event that prompt action pursuant to the Order was not undertaken.

7. **Communication with EPA.** The Parties shall endeavor to be in agreement with any communication with EPA, including submitting information required pursuant to the Order or requested by EPA, in order to facilitate the Parties' compliance with the Order, provided that each of the Parties promptly provides each other Party with copies of all written communication, and correspondence regarding all verbal communication.

8. **Communication with the Project Coordinator.** Ginger Root shall serve as the primary point of contact between the Parties and the Project Coordinator. Ginger Root shall promptly provide the other Parties with correspondence regarding all communication on all material issues between Ginger Root and the Project Coordinator and copies of any written documentation from the Project Coordinator, including without limitation all technical documents, reports, analyses, whether in final or in draft form, regarding the Work.

9. **Environmental Documentation.** Each Party shall provide to each of the other Parties, and Ginger Root shall provide to the Project Coordinator promptly upon receipt from any Party, any documents and information currently in its possession or that may be

received subsequent to the date of execution of this Agreement setting forth facts and data describing the environmental condition of the Property, including, without limitation, laboratory data sheets, investigative or periodic monitoring reports, field tests, and other reports and chromatograms regarding analysis of any soil, soil vapor, or groundwater samples collected from the Property, submitted to or received from any regulatory agency relating to the Work (collectively, "Environmental Documentation"), except Environmental Documentation prepared by or for a Contributor in connection with any legal action(s) relating to or arising from Claims (including, but not limited to, Environmental Documentation prepared by expert witnesses). All Environmental Documentation which Parties are required to produce pursuant to this Section 9 shall be provided to the other Parties within five (5) business days of obtaining such Environmental Documentation. Ginger Root shall promptly provide the Project Coordinator with all such Environmental Documentation on behalf of the Parties, except to the extent excluded above and to the extent such documentation is duplicative, and shall send to the Parties a copy of all such communication with the Project Coordinator.

10. **Privilege Protection.** Notwithstanding any other provision of this Agreement, the Parties agree that the sharing of information between or among the Parties or with the Project Coordinator shall not constitute a waiver of the attorney-client privilege or attorney work-product privilege.

11. **Capitalized Terms.** All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Order.

12. **Governing Law.** This Agreement shall be interpreted, and any dispute arising hereunder shall be resolved, in accordance with the substantive laws of the State of California, without reference to choice of law rules.

13. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement.

14. **No Admission.** The Parties acknowledge and agree that neither this Agreement, nor the act of entering into it or any act or omission pursuant hereto shall be construed as an admission of any nature.

15. **Entire Agreement.** This Agreement represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof.

16. **Amendment.** The Parties agree that this Agreement shall not be amended except with the written consent of the Parties.

17. **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties' respective corporate successors-in-interest. As used in the foregoing sentence, "successors" shall refer both to the successors in title to the Property and to the

successors to all or substantially all of the Parties' assets and to their successors by merger or consolidation.

19. **Termination Agreement.** This Agreement shall terminate upon the Parties' satisfaction of the Parties' obligations under this Agreement, the Order, the Escrow Agreement, and the Remediation Contract or, alternatively, upon the agreement of the Parties.

20. **Authority to Sign.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

21. **Days.** All reference to days herein shall refer to business days (i.e., excluding weekends and legal holidays) rather than calendar days.

22. **Notice.** Any notice provided for herein or otherwise required to be given hereunder shall be deemed received when personally served or three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile machine, with transmission and receipt confirmed, or by nationally recognized overnight delivery service, addressed as follows:

To Ginger Root at: Watt Management Company
2716 Ocean Avenue, Suite 3040
Santa Monica, CA 90405
Attn: Frank Recchia
Telephone No. (310) 314-5060
Facsimile No: (310) 399-6681

With copies to: Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Floor
Los Angeles, California 90067-3284
Attn: Preston W. Brooks, Esq.
Telephone No. (310) 284-2223
Facsimile No.: (310) 277-7889

and

Wood, Smith, Henning & Berman LLP
505 N. Brand Blvd., Suite 1100
Glendale, CA 91203
Attn: Kevin D. Smith, Esq.
Telephone No. (818) 551-6000
Facsimile No.: (818) 551-6050

To PJHB at:

PJH Brands
8747 East Via de Commercio
Scottsdale, Arizona 85258-3328
Attn: P.J. Harvey, Chairman and CEO
Telephone No. (480) 385-6742
Facsimile No: (480) 991-2865

With copies to:

Snell & Wilmer LLP
One Arizona Center
Phoenix, Arizona 95004-2202
Attn: G. Van Velsor Wolf Jr., Esq.
Telephone No. (602) 382-6201
Facsimile No. (602) 382-6070

and

Bennett, Carmichael & Kennedy LLP
8121 E. Indian Bend Rd, suite 128
Scottsdale, Arizona 85250
Attn: William F. Bennett, Esq.
Telephone No.: (480) 990-1133
Facsimile No.: (480) 945-2149

To Advanced Packaging at:

Nordman, Cormany, Hair, & Compton
1000 Town Center Drive, 6th Floor
Oxnard, California 93036
Attn: Steven J. Renshaw
Telephone No.: (805) 988-8314
Facsimile No.: (805) 988-7714

To Steven J. Renshaw at:

Nordman, Cormany, Hair, & Compton
1000 Town Center Drive, 6th Floor
Oxnard, California 93036
Telephone No.: (805) 988-8314
Facsimile No.: (805) 988-7714

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year indicated below.

PJH BRANDS

By: _____

Dated: June __, 2006

Its: _____

ADVANCED PACKAGING AND
PRODUCTS COMPANY

By: _____

Dated: June __, 2006

Its: _____

STEVEN J. RENSHAW

By: _____

Dated: June __, 2006

Its: _____

GINGER ROOT OFFICE ASSOCIATES LLC

By: _____

Dated: June __, 2006

Its: _____

H

NRC Invoices

**See enclosed
separate binder**

I



First American Title Insurance Company

500 North State College Boulevard, Suite 1300 • Orange, CA 92868

Estimated Settlement Statement

Property: 16131 South Maple Avenue, Carson, CA

File No: NHBO-2474208

Officer: Henri Mora/jg

New Loan No:

Settlement Date:

Disbursement Date:

Print Date: 12/11/2006, 1:50 PM

Buyer: Advanced Packaging & Products Company; Ginger Root Office Associates, LLC; PJH Brands; Steven J. Renshaw

Address:

Seller: NRC Environmental Services

Address: 16131 South Maple Avenue, Carson, CA

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Deposits in Escrow:		
	13,513.33	Receipt No. 20030 on 11/14/2006 by Environmental Group XL		
	25,000.00	Receipt No. 19055 on 08/28/2006 by PJH Brands		
	12,741.97	Receipt No. 19056 on 08/28/2006 by PJH Brands		
	31,370.98	Receipt No. 19059 on 08/29/2006 by Ginger Root Office Associates, LLC		
	35,000.00	Receipt No. 19217 on 09/01/2006 by Ginger Root Office Associates, LLC		
	11,333.33	Receipt No. 19218 on 09/01/2006 by PJH Brands		
	7,555.59	Receipt No. 19219 on 09/01/2006 by PJH Brands		
	1,230.00	Receipt No. 19220 on 09/01/2006 by PJH Brands		
	15,436.67	Receipt No. 19301 on 09/12/2006 by PJH Brands		
	10,000.00	Receipt No. 19638 on 10/10/2006 by PJH Brands		
	5,000.00	Receipt No. 19639 on 10/10/2006 by PJH Brands		
	6,456.56	Receipt No. 19746 on 10/18/2006 by Ginger Root Office Associates, LLC		
	4,509.09	Receipt No. 19755 on 10/19/2006 by PJH Brands		
	3,006.06	Receipt No. 19756 on 10/19/2006 by PJH Brands		
	50,000.00	Receipt No. 18751 on 08/04/2006 by XL Environmental Group		
	50,000.00	Receipt No. 18515 on 07/26/2006 by Advanced Packaging & Products Company		
	50,000.00	Receipt No. 18516 on 07/26/2006 by PJH Brands		
	50,000.00	Receipt No. 18550 on 07/26/2006 by Ginger Root Office Associates, LLC		
	50,000.00	Receipt No. 18766 on 08/07/2006 by PJH Brands		
	50,000.00	Receipt No. 18767 on 08/07/2006 by Advanced Packaging & Products Company		
	35,000.00	Receipt No. 18948 on 08/18/2006 by PJH Brands		
	35,000.00	Receipt No. 18963 on 08/21/2006 by Ginger Root Office Associates, LLC		
	6,510.75	Receipt No. 18964 on 08/21/2006 by Ginger Root Office Associates, LLC		
	9,376.30	Receipt No. 18965 on 08/21/2006 by Advanced Packaging & Products Company		
		Title/Escrow Charges to:		
600.00		Escrow Fee - First American Title Insurance Company		
30.00		Wire Transfer Fee - First American Title Insurance Company		
50.00		IBA Set Up Fee (\$50 per account) - First American Title Insurance Company		
240.00		Wire Fee on Disbursements 8 @ 30.00 each - First American Title Insurance Company		
		Disbursements Paid:		
40,461.49		Payment on 07/27/06 to NRC Environmental Services, Inc.		
50,899.69		Payment on 08/07/06 to NRC Environmental Services, Inc.		
62,619.28		Payment on 08/10/06 to NRC Environmental Services, Inc.		
59,757.46		Payment on 08/18/06 to NRC Environmental Services, Inc.		
47,475.79		Payment on 08/23/06 to NRC Environmental Services, Inc.		
62,973.32		Payment on 9/01/06 to NRC Environmental Services, Inc.		
81,281.35		Payment on 09/08/06 to NRC Environmental Services		
89,746.95		Payment on 10/3 to NRC Environmental Services		
9,031.42		Payment on 10/10 to NRC Environmental Services		
9,480.74		Payment on 10/17 to NRC Environmental Services		
1,347.50		Payment on 10/23 to NRC Environmental Services		

Initials: _____

Estimated Settlement Statement

Settlement Date:
Print Date: 12/11/2006

File No: NHBO-2474208
Officer: Henri Mora/jg

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
1,943.79		Payment on 10/27 to NRC Environmental Services		
10,196.22		Payment on Account, Inv. 513902, 11/7/06 to NRC Environmental Services, Inc.		
1,715.21		Payment on Account - Inv. 514087 11/14/06 to NRC Environmental Services, Inc.		
13,513.33		Payment on Account to Hazardous Substance Superfund c/o U.S. Environmental Protection Agency		
20,000.00		Release of 10/6 PJH Distribution Objection to NRC Environmental Services Inc.		
4,677.09		Cash (From) (X To) Borrower		
		Cash (To) (From) Seller		
568,040.63	568,040.63	Totals		

Notice - This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of the Settlement Statement.

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EPA Payments

Date	PJH Brands Pmt to EPA	APP Pmt to EPA	Paid by:
07/05/06		\$ 6,510.75	ECT
07/19/06		\$ 50,000.00	APP WIRE*
07/24/06	\$ 50,000.00		PJH WIRE
08/04/06		\$ 50,000.00	APP WIRE**
08/07/06	\$ 50,000.00		PJH WIRE
08/17/06	\$ 35,000.00		PJH WIRE
08/18/06	\$ 9,376.30		PJH WIRE
08/28/06	\$ 25,000.00		PJH WIRE
08/28/06	\$ 12,741.97		PJH WIRE
09/01/06	\$ 11,333.33		PJH WIRE
09/01/06	\$ 7,555.59		PJH WIRE
09/01/06	\$ 1,230.00		PJH WIRE
09/11/06	\$ 15,436.67		PJH WIRE
10/09/06	\$ 15,000.00		PJH WIRE
10/18/06	\$ 3,006.06		PJH WIRE
10/18/06	\$ 4,509.09		PJH WIRE

Total Pmt's According to PJH Brands	\$ 240,189.01	\$ 106,510.75
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Total Pmt's According to EPA	\$ 239,812.70
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Difference	\$ 376.31
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* PJH Brands issued check# 25236 in the amount of 51,000.00 to APP to cover EPA payment

**PJH Brands issued check# 25322 in the amount of 42,000.00 to APP to cover EPA payment



August 01, 2006 through August 31, 2006

Primary Account:

ELECTRONIC WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
08/17	Fedwire Debit Via: Wells Fargo NA/121000248 A/C: First American Title Insuranceref:/Bnf/Ref Ginger Root/Benifit of App Imad: 0817B1Qgc06C004189 Trn: 0442400229Es	9,376.30
08/17		
08/18	Fedwire Debit Via: Wells Fargo NA/121000248 A/C: First American Title Insuranceref:/Bnf/Ref Ginger Root Escrow/Fundingof Epa Escrow Account Imad: 0818B1Qgc03C005010 Trn: 0579100230Es	35,000.00
08/21	3918 CCD	
08/22		
08/24	PD	
08/25	CCD \	
08/28	Fedwire Debit Via: Wells Fargo NA/121000248 A/C: First American Title Insuranceref: Funding of Epa Escrow Account For Pjh Brands Imad: 0828B1Qgc05C005015 Trn: 0527100240Es	25,000.00
08/28	Fedwire Debit Via: Wells Fargo NA/121000248 A/C: First American Title Insuranceref: Funding of Epa Escrow Account For Pjh Brands/App Imad: 0828B1Qgc02C005055 Trn: 0532400240Es	12,741.97



1017880036400000045

K



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

CERTIFIED MAIL 7005 2570 0001 6436 9489
RETURN RECEIPT REQUESTED

Ginger Root Office Associates, LLC
c/o Preston Brooks
Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Floor
Los Angeles, California 90067

Ginger Root Office Associates, LLC
c/o Watt Family Properties
Allison M. Lynch, VP
Watt Family Properties, Inc
2716 Ocean Park Blvd, Ste 3040
Santa Monica, California 90405

Re: Notice of Intent to Perfect Lien
Advanced Packaging and Products Superfund Removal Site
Los Angeles County, California

Dear Ms. Lynch and Mr. Brooks:

This letter informs you that the United States Environmental Protection Agency ("EPA" or the "Agency") intends to perfect a lien against the property that has been or will be subject to an EPA response action. The specific property is located at 16131 Maple Avenue, in Carson, California, and identified as Los Angeles County Parcel Number 6125-014-008 (the "Property"). The Property is part of the Advanced Packaging and Products Superfund Removal Site and EPA has determined that you represent the owner of the Property, Ginger Root Office Associates, LLC. The lien that EPA intends to perfect against the Property arises under Section 107(l) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607(l). The lien is intended to secure payment to the United States for costs and damages for which the owner of the Property is liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

Under CERCLA Sections 107(a) and 101(9), 42 U.S.C. §§ 9607(a) and 9601(9), liable parties include those that own any "facility," including a site or area where a hazardous substance came to be located. EPA has determined that a release or threat of a release of hazardous substances, as the term "release" is defined at CERCLA Section 101(22), 42 U.S.C. § 9601(22), has occurred at or from the Property, in the form of ignitable solvents and toxic sludges.

On April 13, 2006, EPA made a determination that conditions at the Property posed an imminent and substantial endangerment to the public health or welfare or the environment, and to initiate a response action. Subsequent to this determination, EPA removed hazardous substances from the Property that had migrated onto adjacent properties. On May 16, 2006, EPA issued Unilateral Administrative Order 9-2006-0011A, which directed Ginger Root Office Associates, LLC, with other liable parties to categorize and remove the remaining hazardous substances from the Property. In the course of its initial response action and overseeing the response pursuant to the order, EPA has incurred approximately \$30,405 in response costs.

As the owner of the Property, Ginger Root Office Associates is jointly and severally liable for all costs incurred by EPA for the removal of the hazardous substances. It may avoid or remove a lien against the Property by paying all costs and damages that EPA incurs in responding to hazardous substances at your properties.

The lien arising in favor of the United States on the Property will continue until the liability for the incurred costs is satisfied or until the liability for the costs becomes unenforceable through operation of the statute of limitations, as set forth in CERCLA Section 113, 42 U.S.C. § 9613. EPA believes that the statutory elements for perfecting the liens are satisfied. After fourteen (14) calendar days from the date of this letter, EPA intends to transmit a notice of the liens to the Los Angeles County Recorder to perfect the lien against the Property.

You may notify EPA within fourteen (14) calendar days from the date of this letter in writing if you believe EPA's information or determination of liability is in error. You should describe in your letter or written request your reasons for believing that EPA does not have a reasonable basis to perfect its lien. You also may request to appear before a neutral EPA official to present any information that you have indicating that EPA does not have a reasonable basis to perfect its lien. Any written submission or requests for a meeting should refer to the Advanced Packaging and Products Superfund Removal Site, should be addressed to my attention and may include documents or information that supports your contentions.

If EPA receives a written submission or a request for a meeting from you within fourteen (14) calendar days from the date of this letter, EPA staff will review your submission or request for a meeting. If EPA determines that, based on your submission, the Agency does not have a reasonable basis on which to perfect its lien, EPA will not perfect its lien and will so notify you. If EPA disagrees, the written submission or request will be referred to an EPA official selected for the purpose of reviewing the submission or for conducting the meeting.

If you have requested an opportunity to appear, a meeting will be scheduled. You may choose to attend this meeting via telephone conference. EPA will be represented by its enforcement staff, including a representative from the Office of Regional Counsel. You may be represented by counsel at this meeting.

The meeting will be an informal hearing in which you may provide EPA with information as to why EPA's assumptions require reconsideration. The meeting will not be conducted using procedures of evidence or formal administrative or judicial procedures. The sole issue at the

meeting would be whether EPA has a reasonable basis to perfect its liens based on CERCLA Section 107(l), 42 U.S.C. § 9607(l).

After reviewing your written submission, or conducting a meeting if one is requested, the EPA official will issue a recommended decision. The recommended decision will state whether EPA has a reasonable basis to perfect the lien and will be forwarded to the Agency official authorized to execute liens. You will be furnished a copy of the recommended decision and notified of the Agency's action.

Neither you nor EPA waives or is prohibited from asserting any claims or defenses in any subsequent legal or administrative proceeding by the submission of information, a request for and participation at a meeting, or issuance of a recommended decision by a neutral EPA official.

If you have any questions pertaining to this letter, please contact Andrew Helmlinger, in EPA's Office of Regional Counsel, at (415) 972-3904.

Sincerely,



Dan Meer
Branch Chief, Response Planning and Assessment
Environmental Protection Agency
Region IX

cc: John Jaros
J. Andrew Helmlinger