

License Nos.: 37-00030-02
37-00030-08

Docket Nos.: 03005980
03005982

Safety Light Corporation

Title: Safety Light Corporation 1982 Sale Documents

These documents are Exhibit No. 24 to NRC Staff's Motion for Summary Disposition As To NRC Jurisdiction Over USR Industries, Inc., USR Lighting, Inc., USR Chemical Products, Inc., USR Metals, Inc., and USR Natural Resources, Inc., dated June 30, 1992 (ML040230156) and NRC Staff's Statement of Undisputed Material Facts As to Which No Genuine Issue Remains (ML040230151)

List of all Exhibits at ML040220785.

Tab. 24
Staff Exh. 24

APPENDIX A

SAFETY LIGHT CORPORATION
1982 SALE DOCUMENTS

STOCK PURCHASE AGREEMENT

This Agreement is made this 24th day of May, 1982, by and between USR INDUSTRIES, INC., a Delaware corporation, having offices at Suite 217, 2203 Timberloch Place, The Woodlands, Texas 77380 ("Industries"); and LIME RIDGE INDUSTRIES, INC., a Pennsylvania corporation, having an address at 4150 A Old Berwick Road, Bloomsburg, Pennsylvania ("Lime Ridge").

RECITALS:

A. Industries is the owner of all of the issued and outstanding shares of capital stock of Safety Light Corporation, a Delaware corporation ("Safety Light").

B. Industries desires to sell and Lime Ridge desires to purchase all of the issued and outstanding shares of capital stock of Safety Light.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants herein contained, the parties hereto agree as follows:

1. Sale and Purchase of Shares

Industries does hereby sell, convey, transfer, assign, and set over unto Lime Ridge and Lime Ridge does hereby purchase from Industries, 1,164,136 shares of the issued and outstanding shares of capital stock of Safety Light (such shares hereinafter collectively being referred to as the "Shares"), which Shares constitute all of the issued and outstanding shares of capital stock of Safety Light.

2. Purchase Price

2.1. The purchase price to be paid by Lime Ridge to Industries for the Shares is Three Hundred Fifty Thousand (\$350,000) Dollars.

2.2. Payment of the total purchase price for the Shares is being made by Lime Ridge as follows:

(a) Concurrently herewith, Lime Ridge is paying to Industries, by good bank or certified check, the sum of Thirty Five Thousand (\$35,000) Dollars, receipt of which is hereby acknowledged by Industries.

(b) The balance of the purchase price of Three Hundred Fifteen Thousand (\$315,000) Dollars shall be paid by Lime Ridge to Industries pursuant to the terms of a negotiable promis-

sory note ("Promissory Note"), in the form of Exhibit A hereto, which is concurrently herewith being executed and delivered by Lime Ridge to Industries.

2.3. Nothing contained herein shall be deemed to impose any personal liability on the shareholders of Lime Ridge for the payment of the balance of the purchase price owing to Industries pursuant to the Promissory Note. The shareholders of Lime Ridge shall, however, use their best efforts as officers, shareholders and directors of Lime Ridge to cause it to make all payments required under the Promissory Note and to comply with and fulfill the obligations imposed herein upon Lime Ridge and in any other document, agreement or instrument executed by Lime Ridge in connection with the transactions contemplated hereby.

3. Collateral Security; Merger

3.1. As collateral security for Lime Ridge's obligations to Industries under the Promissory Note:

(a) Lime Ridge is granting to Industries a security interest in the Shares by pledging the same pursuant to a Pledge and Escrow Agreement which is concurrently herewith being executed and delivered by Lime Ridge. A copy of the Pledge and Escrow Agreement is attached hereto as Exhibit B.

(b) Safety Light is, concurrently with the execution hereof, guaranteeing Lime Ridge's obligations to Industries under the Promissory Note, by executing and delivering to Industries a Guaranty of Payment, a copy of which is attached hereto as Exhibit C, and is securing its obligations to guarantee by granting to Industries a security interest in the Collateral more particularly described in the Security Agreement which is, concurrently herewith, being executed and delivered by Safety Light to Industries, a copy of which Security Agreement is attached hereto as Exhibit D.

(c) Lime Ridge is securing its obligations under the Promissory Note by granting to Industries a security interest in the Collateral more particularly described in the Security Agreement which is, concurrently herewith, being executed and delivered to by Lime Ridge to Industries, a copy of which is attached hereto as Exhibit D.

3.2. Lime Ridge agrees that it will, within ninety (90) days from the date hereof, merge Lime Ridge into Safety Light, with Safety Light being the surviving corporation. Upon the effecting of the aforesaid merger, and as provided for in the Pledge and Escrow Agreement, the Shares pledged by Lime Ridge to Industries shall (if there be no default at such time under the

Promissory Note) be released from escrow, and returned to Lime Ridge.

4. Warranties and Representations of Industries

Industries hereby warrants and represents to Lime Ridge knowing and intending that it is relying hereon in entering into the transactions contemplated hereby that:

4.1. (a) Industries is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Safety Light is a corporation duly organized, validly existing and in good standing the the laws of the State of Delaware; and has full corporate power to carry on its business as now conducted and to own and operate the properties and assets now owned and operated by it.

4.2. (a) The authorized capital stock of Safety Light consists of 3,500,000 shares of Common stock, 1,164,136 shares of which have heretofore been issued. The issued and outstanding shares of capital stock of Safety Light have been validly issued and are fully paid and non-assessable.

(b) Industries owns all of the issued and outstanding shares of capital stock of Safety Light.

4.3. (a) Safety Light owns all of the issued and outstanding shares of capital stock of Metreal Corporation, a Pennsylvania corporation ("Metreal"), all of which shares ("Metreal Shares") have been validly issued and are fully paid and non-assessable.

(b) Metreal is a corporation duly organized, validly existing and in good standing under the laws of Pennsylvania and has full corporate power to carry on its business as now conducted and to own and operate the properties and assets now owned and operated by it.

4.4. The execution of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate Industries' or Safety Light's Certificates of Incorporation, By-laws or governing documents, or any material indenture or agreement to which either of them is a party or by which either of their properties or assets are bound.

4.5. Except as indicated on Schedule A hereto, there are no actions, suits, proceedings, or investigations pending

against Safety Light or Metreal or any of their properties or assets, at law or in equity, before or by any federal, state, municipal or other governmental court, department, commission, agency or instrumentality, domestic or foreign.

4.6. Industries owns the Shares free and clear of all liens, security interests, encumbrances and claims of third parties and has the absolute and unrestricted right to sell, transfer and assign the same to Lime Ridge pursuant to the terms hereof. No person or entity has any option, call, claim or other right with respect to the Shares, or any other shares of capital stock of Safety Light.

4.7. Safety Light owns the Metreal Shares free and clear of liens, encumbrances, security interests and claims of third parties. No person or entity has any option, call, claim or other right with respect to the shares of capital stock of Metreal.

4.8. Except as described in Schedule B hereto, neither Safety Light nor Metreal is a party to nor bound by any oral or written: (i) employee collective bargaining agreement, employment agreement (other than employment agreements under which

Safety Light's or Metreal's sole obligation is to make current wage or salary payments, which obligation is terminable by them without premium or penalty on notice of ninety (90) days or less), consulting agreement, deferred compensation agreement, or covenant not to compete; (ii) contractual agreement with any employee or agent; (iii) contracts or commitments providing for payments based upon sales, purchases or profits; (iv) power of attorney; or (v) employee's pension, profit-sharing, stock option, bonus, incentive, stock purchase, welfare, life insurance, hospital and medical benefit plan or any other employment benefit agreement.

4.9. Schedule C hereto contains a materially complete and accurate list of each contract to which Safety Light or Metreal is a party which (i) requires either of them to pay an aggregate of more than Ten Thousand (\$10,000) Dollars during the life of the contract; or (ii) requires either of them to render services for more than twelve (12) months after the date of this Agreement.

4.10. Schedule D hereto contains a materially complete and accurate list as of the date of this Agreement, of the name of each bank in which Safety Light or Metreal maintains an ac-

count or safety deposit box, and the names of all persons authorized to draw thereon or to have access thereto.

4.11. (a) Schedule E hereto contains a materially complete and accurate list of all machinery, equipment, and other tangible personal property (excluding inventory) owned or leased by Safety Light or Metreal, all such leased property being so indicated.

(b) Except as set forth on Schedule E hereto, Safety Light and/or Metreal, as the case may be, has good and marketable title to all of its property, and owns the same free and clear of all liens, security interests, encumbrances and claims of third parties.

4.12. Safety Light and Metreal have filed all federal, state, and local tax returns which are required to be filed prior to the date hereof, and all taxes shown thereon have been paid when due.

4.13. (a) Schedule F hereto contains a materially complete list or description of: (i) all United States and foreign patents, patent applications, copyright, copyright registrations, all United States, state and foreign trade names, trademarks and

service mark registrations and applications and all other trade names, trademarks and service marks owned by Safety Light and/or Metreal and shows in each case, the product, device, process, service, business or publication covered thereby, the registered owner, expiration date and number, if any; (ii) description of all licenses and other agreements relating to the assets, property or rights described in the preceding clause to which Safety Light or Metreal is a party, showing in each case the parties and the material terms; and (iii) a description of all licenses or agreements pertaining to know-how, trade secrets, inventions, disclosures, or uses of ideas and industrial property to which Safety Light or Metreal is a party, showing in each case the properties and material terms.

(b) No proceedings are pending which challenges the validity or ownership of any patent, trademark, service mark, copyright, or the ownership of any other right or property described in the preceding sentence.

5. Warranties and Representations of Lime Ridge

Lime Ridge hereby warrants and represents to Industries, knowing and intending that Industries is relying hereon in entering into the transactions contemplated hereby that:

5.1. It is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

5.2. It has the corporate power and authority to execute and perform this Agreement, and any other agreements, documents, and/or instruments contemplated hereby.

5.3. The execution of this Agreement and the consummation of the transactions contemplated hereby do not violate its Certificate of Incorporation, By-laws, governing documents or any other material indenture or agreement to which it is a party or by which its properties or assets are bound.

5.4. This Agreement, and any other agreement, document and/or instrument to be executed by it in connection with the transactions contemplated hereby, constitute the valid and binding agreements of Lime Ridge, enforceable in accordance with their respective terms.

5.5. Except as specifically set forth in this Agreement, Industries has not made any warranty, representation or promise whatsoever regarding the subject matter of this Agreement, the financial condition of Safety Light or Metreal or the

value of their assets or properties.

6. No Brokers

The parties hereto represent and warrant to each other that neither they nor any agent or affiliated company has employed any broker or finder in connection with this Agreement and the transactions contemplated hereby, and agree to indemnify and hold the other harmless from any and all liabilities (including without limitation, reasonable attorney's fees and disbursements paid or incurred in connection with such liabilities) or brokerage commissions or finders fees in connection with this Agreement or the transactions contemplated hereby, insofar as such claims shall be based upon arrangements or agreements or actions made or alleged to have been made by or on behalf of such party. This obligation to indemnify shall survive the Closing.

7. Other Concurrent Action

Concurrently herewith the following is also transpiring:

(a) Industries is delivering to Lime Ridge a certified copy of the resolution of its Board of Directors authorizing the execution by it of this Agreement and the consummation of the transactions contemplated hereby;

(b) Lime Ridge is delivering to Industries a cer-

tified copy of the resolution of Lime Ridge's Board of Directors authorizing the execution by it of this Agreement and the consummation of the transactions contemplated hereby;

(c) Safety Light and Lime Ridge, are pursuant to the Security Agreement, executing and delivering to Industries appropriate UCC-1 Financing Statements to perfect the security interest granted to Industries in the Collateral;

(d) Safety Light and Metreal, as landlord, and USR Metals, Inc., as tenant, are entering into a lease, a copy of which is attached hereto as Exhibit E.

(e) Industries is delivering to Lime Ridge, Safety Light Stock Certificate No. | , evidencing the Shares, duly endorsed for transfer.

8. No Implied Warranties

It is expressly acknowledged by Lime Ridge that Industries has and hereby disclaims any and all implied and express warranties respecting the physical condition of the tangible personal property of Safety Light and Metreal and their suitability to any particular use. The implied warranties which are hereby disclaimed by Industries include without limitation, merchantability and fitness for a particular purpose. It is also expressly acknowledged by Lime Ridge that Industries has not and

does not make any warranties or representations respecting the real estate owned or leased by Safety Light and/or Metreal, including, without limitation, warranties and representations respecting its physical condition and its ability to be used for any particular purpose or purposes.

9. Orange Litigation

9.1. (a) Reference is hereby made to that certain action entitled "T & E Industries, Inc., a New Jersey corporation, Plaintiff vs. United States Radium Corporation, a Delaware Corporation, Defendant", Superior Court of New Jersey, Law Division: Essex County, Docket No.: L-41346-80 (the aforesaid action is hereinafter referred to as the "Orange Litigation").

(b) The term "Related Litigation", as used in this Section 9 shall mean any suit, proceeding, claim, etc. made or instituted against Industries, Lime Ridge, Safety Light or any Affiliates of Industries (as hereinafter defined) if such suit, proceeding or claim arises out of the facts and circumstances giving rise to the Orange Litigation.

9.2. (a) Immediately after the date hereof, Lime Ridge shall cause Safety Light to substitute new counsel ("New Counsel") for the counsel presently representing Safety Light in the Orange Litigation ("Old Counsel").

(b) Industries shall cause Old Counsel, on the request of Lime Ridge (and provided that Old Counsel is not prohibited from so doing by reason of the existence of a conflict) to consult with and cooperate with New Counsel in the defense of the Orange Litigation.

(c) Lime Ridge and Safety Light shall be fully responsible for the payment of all legal fees and related out-of-pocket disbursements and expenses incurred by New Counsel in the defense of the Orange Litigation. Lime Ridge agrees that it will and will cause Safety Light to vigorously defend the Orange Litigation or any Related Litigation.

(d) Industries shall be fully responsible for the payment of all legal fees and related out-of-pocket disbursements and expenses incurred by it in connection with Old Counsel's cooperating and consulting with New Counsel in the defense of the Orange Litigation.

9.3. (a) (i) Lime Ridge agrees that it will not and will not permit or allow Safety Light to settle the Orange Litigation or any Related Litigation without the prior written consent of Industries; provided, however, that the prior written consent of Industries need not be obtained if any settlement entered into by Safety Light or Lime Ridge requires only the payment of a sum certain, which sum certain is paid by Safety

Light or Lime Ridge at the consummation of the settlement.

(ii) Except in the limited circumstance described in Section 9.3(b) below Lime Ridge and Safety Light shall indemnify and hold Industries and its Affiliates harmless from and against any and all liabilities, losses, costs, damages, demands, judgments, suits, legal fees and out-of-pocket expenses incurred, imposed or suffered by Industries and/or its Affiliates in connection with, resulting from or relating to the Orange Litigation, the Related Litigation or claims therein. The obligation to indemnify shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The term "Affiliates" as used herein shall mean any corporation or entity that directly or indirectly through one or more of its intermediaries, controls or is controlled by or is under common control with, Industries.

(b) Lime Ridge shall and agrees to cause Safety Light to advise and inform Industries of any settlement offers or proposals made by the plaintiff in the Orange Litigation, or in any Related Litigation. If Industries requests that Safety Light or Lime Ridge accept any proposed settlement offer, Lime Ridge shall and agrees to cause Safety Light to accept such settlement. If Lime Ridge and/or Safety Light would not accept such proposed settlement offer except for the insistence of Industries pursuant to the terms hereof, then Industries agrees to con-

tribute to Safety Light twenty-five (25%) per cent of the amount required to be paid by Safety Light pursuant to the agreed-upon settlement.

10. California Litigation

10.1. Reference is hereby made to that certain action entitled "Penteco, a partnership, Plaintiff, vs. United States Radium Corporation, a Delaware corporation, Defendant", United States District Court, Central District, California (the aforesaid action is hereinafter referred to as the "California Litigation").

10.2. Lime Ridge agrees that Industries shall have the continuing and irrevocable right to designate the attorneys representing Safety Light in the California Litigation.

10.3. Industries agrees to pay and be fully responsible for payment of all legal fees and related out-of-pocket disbursements and expenses incurred by Safety Light in defending the California Litigation.

10.4. Lime Ridge agrees that it will not allow or permit Safety Light to compromise, settle, or consent to the entry of a judgment with respect to the California Litigation, without first obtaining the prior written consent of Industries.

10.5. Industries agrees to contribute to Safety Light a sum, up to a maximum of \$100,000, in connection with any judgment entered against Safety Light in the California Litigation, or in connection with any settlement of the California Litigation, provided that Industries has consented to such settlement.

10.6. Except to the extent that Industries is obligated to contribute in accordance with Section 10.5 hereof, Lime Ridge shall indemnify and hold Industries and its Affiliates harmless from and against any and all liabilities, losses, costs, damages, demands, judgments, suits, legal fees and out-of-pocket expenses incurred, imposed or suffered by Industries and/or its Affiliates in connection with, resulting from or relating to the California Litigation or claims therein. The obligation to indemnify shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The term "Affiliates" as used herein shall mean any corporation or entity that directly or indirectly through one or more of its intermediaries, controls or is controlled by or is under common control with, Industries.

11. Tax Allocation

Lime Ridge hereby agrees to cause Safety Light to pay to Industries its "share of Industries' consolidated tax liability" as that term is hereinafter defined. Safety Light's

"share of Industries' consolidated tax liability" is defined as the dollar amount resulting from multiplying (i) Safety Lights taxable income for Federal income tax purposes for the period January 1, 1982 to the date hereof, by (ii) Forty-Six (46) per cent. Such payment shall be due within 90 days from the date hereof.

12. Miscellaneous

12.1. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous negotiations, understandings or agreements, whether verbal or written, all of which prior and contemporaneous negotiations, understandings and agreements are hereby rendered null and void.

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

12.3. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

12.4. No press release, public announcement or other communication relating to the transactions described herein shall

be made or issued by or on behalf of either party, without the prior written approval of the other, which shall not be unreasonably withheld.

12.5. Lime Ridge agrees that it will do all which is necessary to change the name of the corporation surviving the merger of Lime Ridge into Safety Light to "Safety Light Corporation".

12.6. In 1980, Industries and its Affiliates were reorganized pursuant to a Plan of Reorganization submitted to and approved by Industries' shareholders at a meeting held in August, 1980. In connection therewith, various of the assets of United States Radium Corporation were allocated along divisional lines to newly formed subsidiaries of Industries. Lime Ridge acknowledges that the only assets and properties of Safety Light (excluding inventory and accounts receivable) are as listed on Schedule E hereto. Lime Ridge agrees that it will, from time to time, upon the request of Industries, take such action and execute such instruments as is necessary to establish the oversight of property other than that property listed on Schedule E hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized corporate officers the

day and year first above written.

ATTEST:

USR INDUSTRIES, INC.

By _____

By Ralph T. McElreath

ATTEST:

LIME RIDGE INDUSTRIES, INC.

By David John Watts

DAVID JOHN WATTS, Vice President

By John T. Miller

JOHN T. MILLER, President

USR INDUSTRIES, INC.

- Schedule A:** Schedule of actions, suits, proceedings or investigations pending against Safety Light Corporation or Metreal.
- Schedule B:** Agreements, employment agreements, rep agreements, etc.
- Schedule C:** Contracts which require payment in excess of \$10,000.
- Schedule D:** Listing of banks used by Safety Light Corporation and authorized signers.
- Schedule E:** List of machinery and equipment and other tangible personal property excluding inventories.
- Schedule F:** Patents, Trade Names, etc.

USR INDUSTRIES, INC.

Schedule A

USR INDUSTRIES, INC.

Schedule A

- (1) On May 9, 1980 Safety Light Corporation (SLC) initiated action in Superior Court, Morris County, New Jersey, against Penteco, a California partnership, SLC's distributor of certain commercial self-illuminating emergency signs, seeking, inter alia, judicial declaration that because of Penteco's conduct SLC was justified in terminating Penteco as its distributor.

In a separate action filed May 9, 1980 in U.S. District Court, Central District of California, Penteco has asserted claims against SLC for lost profits and other damages due to the alleged breach of such contract by SLC, which purportedly may exceed \$750,000 and thereafter added claims for treble damages under the Sherman and Clayton Acts for purported antitrust violations by SLC in connection with termination of such contract. SLC has asserted several counterclaims in the California action, including claims for breach of contract, for goods sold and delivered at Penteco's request and for tortious interference by Penteco with the SLC's contractual relationships.

- (2) In February, 1981 a copy of a civil complaint was received which had been filed in January, 1981 in the U.S. District Court for the Southern District of Indiana by an individual plaintiff on her own behalf and as administratrix of her late husband's estate, naming USRC, a corporate predecessor to SLC), five other named persons and various unnamed persons as defendants. The complaint alleged personal injury and wrongful death of plaintiff's decedent for alleged injury in handling radioactive materials and sought damages in unspecified amount to be proven at trial and punitive damages of one million dollars.

On August 7, 1981 plaintiff's action was dismissed. Plaintiff received no payment or other recovery whatsoever against USRC.

- (3) On April 2, 1981 a complaint was received which alleges inter alia that property owned by one, T & E Industries, Inc. in Orange, New Jersey, suffers from contamination from certain materials deposited thereon during operations by SLC. The plaintiff seeks damages in unspecified amount in compensation for injury to the property and its business. The litigation, which is in its earliest stages, appears to arise from operations conducted by SLC at some time or times during a period from 1917 to World War II.

USR INDUSTRIES, INC.

Schedule B

USR INDUSTRIES, INC.

Schedule B

- (1) Agreement between United States Radium Corporation and Oil, Chemical and Atomic Workers International Union (attached).**
- (2) Manufacturers representative agreements and distributor agreements. (listing attached)**
- (3) Employee Benefits Policies**
 - a. Life Insurance - Aetna Life and Casualty (policy number 50725-10-003)**
 - b. Short Term Disability Insurance - Aetna Life and Casualty (policy number 50725-10-003)**
 - c. Long Term Disability Insurance - Aetna Life and Casualty (policy number 315582-10-000)**
 - d. Capital Blue Cross and Pennsylvania Blue Shield (policy number 101116/005)**
- (4) Pension Plans**
 - a. Pension Plan for Hourly Employees of United States Radium Corporation**
 - b. Pension Plan for Salaried Employees of United States Radium Corporation**

SAFETY LIGHT CORPORATION

Consultant & Representatives as of 13 January 1982

GSA CONTRACT:

Contract #GS07S06414
Date Awarded: 3/4/81
GSA, Federal Office Building
7FCC-L, 819 Taylor St, Room 1A03
Fort Worth, TX 76102

MARI TSUTSUMI

Contract P.O.#9856
Dated: 8/10/81
1936 Jameson Court
Concord, CA 94521

DEAN NELSON

Contract P.O.#9996
Dated 11/10/81
1132 San Martin Drive
Lucson, AZ 85704

R.G. BARNETT

Contract dated 10/20/80
6405 West Deer Hollow Way
Norcross, GA 30092
Territory #3601

G.E. BAUCOM CO.

Contract dated 8/25/80
1818-C 28th Avenue South
Birmingham, AL 35209
Territory #3602

B.C. INDUSTRIES

Contract dated 11/22/80
809 Franco Ave.
Johnstown, PA 15905
Territory #1604

B & D SUPPLY OF ARIZONA

Contract dated 8/25/80
3201 East Broadway
Phoenix, PA 95038
Territory #8603

C.M. BUCK & ASSOCIATES, INC.

Contract dated 8/18/80
6850 N. Guion Rd.
P.O. Box 68143
Indianapolis, IN 46268
Territory #4602

CARLSON-ZEIGLER & ASSOCIATES

Contract dated: 10/15/80
P.O. Box 10827
Portland, OR 97210
Territory #9606

C F B ASSOCIATES

Contract dated: 8/25/80
P.O. Box 6147
2830 Industrial Drive
Raleigh, NC 27628
Territory #2603

J.R. CHRISTENSEN & ASSOCIATES

Contract dated: 8/5/80
851 W. 1700 South
Salt Lake City, UT 84104
Territory #8601

CONTROL TECH SALES, INC.

Contract dated 8/25/80
1805 Craigshire Drive
St. Louis, MO 63141
Territory #6601

COOK SALES AGENCIES

Contract dated 8/25/80
1577 E. St. Gertrude Place
Santa Ana, CA 92705
Territory #9603

D.D. ASSOCIATES

Contract dated 8/27/80
21420 W. Greenfield Ave.
New Berlin, WI 53151
Territory #5604

DRATH JACOBS

Contract dated 8/29/80
298 Industrial Way
Brisbane, CA 94005
Territory #9604

DUGAN SALES

Contract dated 9/29/81
P.O. Box 4-636
Anchorage, AK 99509
Territory #9601

SAFETY LIGHT CORPORATION

ELECTRO SALES

Contract dated 8/6/80
1390 Harlan St.
Lakewood, CO 80214
Territory #8602

G & E SALES, INC.

Contract dated 2/20/81
P.O. Box 7038
Corpus Christi, TX 78415
Territory #7604

GREAT WESTERN LIGHTING

No Returned Contract
(Sent Original 9/11/80)
500 South Brandon
Seattle, WA 98108
Territory #9605

HEIMER AGENCY INC.

Contract dated 8/27/80
12864 Fillmore St. N.E.
Blaine, MN 55434
Territory #5602

ILLUMINATING SYSTEMS

Contract dated 8/8/80
Div. of Ran-Pan Co.
4917 F Street
Omaha, NB 68117
Territory #6602

LANE-NEWMAN & ASSOCIATES

Contract dated 8/13/80
2246 Sumter St.
Columbia, SC 29201
Territory #2601

LIGHTING ASSOCIATES INC.

Contract dated 9/15/80
8566 Katy Freeway Suite 128
Houston, TX 77024
Territory #7603

LIGHTING WEST

Contract dated 10/18/80
P.O. Box 30186
Albuquerque, NM 87110
Territory #8604

MARTECH

Contract dated 9/4/80
P.O. Box 266
Greenbelt, MD 20770
Territory #2602

HERB MAY ASSOCIATES

Contract dated 3/16/81
P.O. Box 46
Stevensville, MT 59870
Territory #5601

PENN LIGHTING ASSOCIATES

Contract dated 8/20/80
739 N. 24th St.
Philadelphia, PA 19130
Territory #1602

ROBART-GREEN

Contract dated 11/10/80
17-21 Newark Way
Maplewood, NJ 07040
Territory #1603

SMITH LIGHTING SALES INC.

Contract dated 8/6/80
4307 North Walnut
Oklahoma City, OK 73105
Territory #7601

STEWART-MCMANARA & ASSOCIATES

Contract dated 9/15/80
603 Wyndermere
Peoria, IL 61614
Territory #6604

WARREN-MACRAE ASSOCIATES

Contract dated 8/19/80
5809 Madison Rd.
Cincinnati, OH 45227
Territory #4601

DIVE-CO INC.

Contract received 4/27/81
3575 E. Speedway Blvd.
Tucson, AZ 85716

J.D. BARTON

No Contract
425 S. Street
Sacramento, CA 95814
Territory #9607

USR INDUSTRIES, INC.

Schedule C

USR INDUSTRIES, INC.

Schedule D

USR INDUSTRIES, INC.

Schedule D

BANKING

**First Eastern Bank, National
Association, Wilkes Barre, PA 005-494-0
Authorized Signers:
John T. Miller
Donald A. Mitchell**

**First Eastern Bank 005-495-7
Authorized Signers:
John T. Miller
David John Watts
Donald A. Mitchell
Larry Harmon**

**American National Bank & Trust 011-038-060-7
General Account
Authorized Signers:
John T. Miller
David J. Watts
Donald A. Mitchell
William C. Kaltnecker**

USR INDUSTRIES, INC.

Schedule E (1)

**Listing of machinery and equipment and other tangible personal
property excluding inventories of:**

**Safety Light Corporation
(attached)**

STOCK PURCHASE AGREEMENT

ADDENDA TO SCHEDULE "E" Additional Items to be Included on Schedule "E"

ASSET I. D. NO.	DESCRIPTION	CAPITAL ACCOUNT NO.
56-0006	Universal Grinder	
55-0008	Sheldon Lathe	1-1731-00-411183
53-0002	South Bend Lathe	
55-0015	Bridgeport Milling Machine	
50-0003	Do-All Machine	
59-0009	Delta Drill Press	
57-0004	Delta Drill Press	
0004	Boyar Schultz Surface Grinder	
69-0109	Wellsaw Bandsaw	
78-0172	Bausch & Lomb Microscope	
55-0007	Metal Shear	
59-0011	Delta Belt Sander	
63-0007	South Bend Lathe	1-1731-00-411120
59-0013	South Bend Lathe	
69-0101	Milwaukee Milling Machine	1-1731-00-411151
55-0048	Craftsmen Grinder	
73-0013	Guilianelli Press	
66-0091	Rigid-Pipe Machine & Vise	1-1731-00-411182

<u>Description</u>	<u>Serial No.</u>
Black & Decker Bench Grinder	LZ096352
Milwaukee Die Filer	5111
Rockwell Drill Press	124-5499
Ridgid Pipe Threader	4PJ

USA Industries, Inc.
Schedule E()

Asset No.	Authorization No.	Description	Life	Year	As of December 31, 1991		
					Acquisition Cost	Accumulated Depreciation	Net Book Value
74-0009	41-0561	Building addition	10.0	1974	\$ 19,400.48	\$ 14,550.45	\$ 4,850.03
80-0061	41-0684	Infrared gas heater	3.0	1980	238.22	158.82	79.40
80-0061	41-0684	Infrared gas heater	3.0	1980	238.23	158.82	79.41
80-0062	41-0684	Installation	10.0	1980	398.57	79.72	318.85
80-0057	41-0683	Infrared gas heater	3.0	1980	238.22	158.82	79.40
80-0058	41-0683	Infrared gas heater	3.0	1980	238.22	158.82	79.40
80-0059	41-0683	Infrared gas heater	3.0	1980	238.22	158.82	79.40
80-0086	41-0683	Installation	10.0	1980	597.85	119.58	478.27
74-0018	41-0599	Boiler pump	10.0	1974	299.00	224.25	74.75
78-0130	41-0660	Emergency lighting	10.0	1978	335.18	134.08	201.10
78-0132	41-0660	Emergency lighting	10.0	1978	335.18	134.08	201.10
78-0133	41-0660	Emergency lighting	10.0	1978	335.18	134.08	201.10
78-0134	41-0660	Emergency lighting	10.0	1978	335.18	134.08	201.10
78-0135	41-0660	Emergency lighting	10.0	1978	335.18	134.08	201.10
78-0136	41-0660	Emergency lighting	10.0	1978	335.18	134.08	201.10
78-0138	41-0660	Emergency lighting	10.0	1978	335.25	131.08	201.13
78-0165	41-0674	Cadet mower	10.0	1978	2,864.00	1,145.60	1,718.40
79-0028	41-0673	Hose station	10.0	1979	595.00	178.50	416.50
80-0085	41-0680	Gas furnace	10.0	1980	7,337.03	1,467.40	5,869.63
82-0088	41-0689	Heater-cafeteria	10.0	1982	1,085.00	-	1,085.00
82-0010	41-0689	Heater-office	10.0	1982	7,344.00	-	7,344.00
82-0011	41-0689	Heaters-factory	10.0	1982	2,241.86	-	2,241.86
					<u>\$ 45,700.23</u>		

USR INDUSTRIES, INC.

Schedule E (2)

**Listing of machinery and equipment and other tangible personal
property excluding inventories of:**

Metreal

(attached)

CAPITAL ACCOUNT 1-1101-00-31CC0

ACQ DATE 2/16/82

DEPRECIATION EXPENSE 31-3801-01-CC000

DESCRIPTION

DESCRIPTION

CODE ASSET AUTM

DESCRIPTION

SERVICE ACQUISITION

LIFE YEAR

CCST ACC DEPRECIATION YEAR END 1901

REPAIRS AND IMPROVEMENTS YEAR END 1902

CCST ACC DEPRECIATION YEAR END 1902

3 47-0021

LAND-RECONSTRUCTION

00 1547

7500.00

7500.00

1700.00

00

7500.00

1700.00

CAPITAL ACCOUNT TOTAL

0700.00

0700.00

0700.00

0700.00

0700.00

0700.00

PLANT TOTAL

0700.00

0700.00

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0700.00

NATURAL ACCOUNT TOTAL

0700.00

0700.00

0700.00

0700.00

0700.00

0700.00

11

CAPITAL ACCOUNT 1-1721-00-51600

MM CALE 2/16/02

DEPARTMENT OF DEFENSE 51-5801-C1-C00000

DESCALPICH

CODE ASSET AUTM

CE5CA1PT1CN

**SERVICE
LIFE TEAM**

1955

00 YEAR END 1901
ACC DIRECT PCCH

REPAIR LIFE

SECRET

15 JAN 1962

1	40-0004	SPRINKLER SYSTEM	21.3	1940	27609.03	27609.03	0.00	27609.03
1	40-0004	VENTILATING EQUIPMENT	25.0	1540	37359.13	37359.13	0.00	37359.13
1	40-0004	SPRINKLER SYSTEM	32.3	1540	17617.40	17617.40	0.00	17617.40
1	40-0004	VENTILATING EQUIPMENT	24.0	1540	3169.40	3169.40	0.00	3169.40
1	50-0009	VENTILATING EQUIPMENT	23.0	1950	152.00	152.00	0.00	152.00
1	51-0008	SPRINKLER SYSTEM	30.3	1951	1298.00	1298.00	0.00	1298.00
1	52-0011	SPRINKLER SYSTEM	29.3	1952	72.00	72.00	0.00	72.00
1	53-0019	SPRINKLER SYSTEM	20.3	1953	1327.00	1327.00	0.00	1327.00
1	50-0009	PCHEM PLANT EQUIPMENT	20.0	1954	45217.70	45217.70	0.00	45217.70
1	50-0009	SPRINKLER SYSTEM	27.3	1954	1670.00	1670.00	0.00	1670.00
1	53-0022	SPRINKLER SYSTEM	26.3	1955	114.50	114.50	0.00	114.50
1	50-0009	SPRINKLER SYSTEM	25.3	1956	490.00	490.00	0.00	490.00
1	50-0009	PCHEM PLANT EQUIPMENT	20.0	1956	370.00	370.00	0.00	370.00
1	50-0009	SPRINKLER SYSTEM	32.3	1959	1603.15	1603.15	0.00	1603.15
1	60-0004	MUCLER WASTE DISPOSAL	10.0	1960	3512.57	3512.57	0.00	3512.57
1	60-0004	PCHEM PLANT EQUIPMENT	20.0	1960	408.72	408.72	0.00	408.72
1	62-0030	ADCIUM WASTE STORAGE	10.0	1962	1982.90	1982.90	0.00	1982.90
1	63-0031	PCHEM PLANT EQUIPMENT	20.0	1963	454.59	374.01	0.00	374.01
1	60-0001	BATCH CILM BUILD ARE	32.3	1966	9241.82	4434.06	0.00	4434.06
1	60-0121	SPRINKLERS	15.3	1966	350.00	350.00	0.00	350.00
1	70-0205	MITCHELL VAPORIZER	25.0	1970	437.00	293.02	0.00	293.02
1	70-0206	TRAM-SPRINKLER SYSTEM	25.0	1970	200.01	92.46	0.00	92.46
1	70-0413	TRAM-SPRINKLER SYSTEM	25.0	1970	17729.56	8166.19	0.00	8166.19
1	70-0002	NEW EVAPORATION BUILDING	10.0	1974	10240.50	13095.75	0.00	13095.75
1	70-0003	ACTOR FCN BLDG	10.0	1976	220.00	132.00	0.00	132.00
1	81-0003	001 SPRINKLER SYSTEM	10.0	1981	10039.70	1003.90	0.00	1003.90
CAPITAL ACCOUNT TOTAL					200000.34	171620.43	20277.01	2001.56
PLANT TOTAL					200000.34	171620.43	20277.01	2001.56
NATURAL ACCOUNT TOTAL					200000.34	171620.43	20277.01	2001.56
								173601.90
								202067.85
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CAPITAL ACCOUNT 1-1111-00-511000

ACQ DATE 2/16/82

DEPRECIATION EXPENSE 31-3001-C1-C000C

DESCRIPTION

DESCRIPTION

CODE ASSET AUTM DESCRIPTION

SERVICE ACQUISITION YEAR END 1981 REPAIRING END THIS YEAR 1982
LIFE YEAR COST ACC DEPRECC BCCN VALUE LIFE DEPRECC SHP AGG DEPRECC PAGE VALUE

75-0130	41-0027	FINE ENTINGUSPERS	10.0	1575	1292.12	013.07	430.23	2.3	129.21	929.00	211.64
70-0127	41-0000	EMERGENCY LIGHTING UNIT	10.0	1570	335.10	134.50	201.10	6.0	33.52	103.00	103.50
70-0128	41-0000	EMERGENCY LIGHTING UNIT	10.0	1570	335.10	134.50	201.10	6.0	33.52	103.00	103.50
70-0129	41-0000	EMERGENCY LIGHTING UNIT	10.0	1570	335.10	134.50	201.10	6.0	33.52	103.00	103.50
70-0131	41-0000	EMERGENCY LIGHTING UNIT	10.0	1570	335.10	134.50	201.10	6.0	33.52	103.00	103.50
70-0137	41-0000	EMERGENCY LIGHTING UNIT	10.0	1570	335.10	134.50	201.10	6.0	33.52	103.00	103.50
10-0000	31-0000	GAS HEATER SW 22771C	10.0	1500	372.74	75.54	302.70	6.0	37.27	113.31	304.43
10-0000	31-0000	DESIGN OF GAS HEATERS	10.0	1500	349.62	67.56	278.06	6.0	34.96	104.24	304.43
10-0000	31-0000	NEW GAS HEAT DESIGN	10.0	1500	424.03	84.80	339.23	6.0	42.40	127.24	304.43
10-0000	31-0000	ELECTRICAL FOR GAS HEAT	10.0	1500	70.03	14.16	55.87	6.0	7.00	21.24	49.87
10-0000	31-0000	GAS PIPE INSTALLATION	10.0	1500	2637.63	521.52	2116.11	6.0	263.76	772.20	1045.22

CAPITAL ACCOUNT TOTAL

7250.60 2240.27 4907.01 720.01 3001.00 4117.00

PLANT TOTAL

7250.60 2240.27 4907.01 720.01 3001.00 4117.00

NATIONAL ACCOUNT TOTAL

7250.60 2240.27 4907.01 720.01 3001.00 4117.00

ACTIVE ASSET TOTAL

210094.42 173000.70 42013.72 4712.37 110003.07 30101.35

FINAL PLANT TOTAL

210094.42 173000.70 42013.72 4712.37 110003.07 30101.35

APR 1980

CAPITAL ASSET DEPRECIATION

PAGE 42

CAPITAL ACCOUNT 1-1701-00-31000

RUN DATE 2/16/82

DEPRECIATION EXPENSE 31-3901-00-110000

DESCRIPTION

DESCRIPTION

ACCUM DEPRECIATION

CODE ASSET AUTM

DESCRIPTION

SERVICE ACQUISITION YEAR END 1981

DEPRECIATION END THIS YEAR 1982

00

3 90-0013

LANC

00 1940

3000.00

3000.00

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3000.00

CAPITAL ACCOUNT TOTAL

3000.00

3000.00

3000.00

PLANT TOTAL

3000.00

3000.00

3000.00

NATURAL ACCOUNT TOTAL

3000.00

3000.00

3000.00

[illegible]

CAPITAL ACCOUNT 1-1721-00-31602

RLH CAR 3/16/87

REF ID: A66666

DESCRIPTION			DESCRIPTION			DESCRIPTION			DESCRIPTION			
CODE	ASSET	AUTM	DESCRIPTION	SERVICE LIFE YEAR	ACQUISITION COST	VEAN END 1981 ACC DEPRAC. BOOK VALUE	NUCLEAR LIFE	REMAINING END THIS YEAR 1982	ACC DEPRAC. BOOK VALUE	NUCLEAR LIFE	REMAINING END THIS YEAR 1982	
1	50-0051		RAITUP LABORATORY	23.3	1930	4934.10	3120.20	1304.92	9.0	123.16	3203.47	1171.70
1	50-0052		RAITUP LABORATORY	22.3	1939	3382.20	2130.20	1026.00	9.0	824.12	2466.02	421.20
1	49-0001	31-0430	NUCLEAR BUILDING	33.3	1949	90594.80	37010.00	41504.80	20.0	2840.00	20770.00	5003.00
1	49-0002	31-0430	NUCLEAR BUILDING	33.3	1949	1081.00	403.75	673.25	20.0	32.44	426.21	441.75
1	70-0253	31-0430	WALKS AND PASS WINDOW	22.3	1970	10235.00	365.01	439.99	20.0	31.74	396.35	420.25
1	70-0414	41-0430	TRANS-SPEAKER SYSTEM	25.0	1930	7930.31	3650.00	4285.31	33.3	313.41	3900.20	3000.23
1	70-0002	31-0000	RAIT BUILDING ROOF	15.0	1976	1380.00	526.12	853.88	9.0	07.32	614.04	711.56
1	00-0037	31-0000	ELECTRICAL POLE	22.0	1980	245.00	21.50	323.50	20.0	10.75	32.25	212.75
1	00-0030	31-0000	OFFICE INSTALLATION	22.0	1980	4470.36	409.40	4200.00	20.0	204.64	416.52	4059.00
1	00-0001	31-0102	MINIGEN GAS OILK STORAGE	22.0	1900	960.56	04.30	076.06	20.0	42.13	120.45	030.81
CAPITAL ACCOUNT TOTAL					123716.61	47930.02	75707.19		3029.00	91004.02	31021.20	
PLANT TOTAL					123716.61	47930.02	75707.19		3029.00	91004.02	31021.20	
NATURAL ACCOUNT TOTAL					123716.61	47930.02	75707.19		3029.00	91004.02	31021.20	

RPT 01/15/80

CAPITAL ASSET DEPRECIATION

PAGE 43

CAPITAL ACCOUNT 1-1731-00-310002

ACQ DATE 2/10/82

DEPRECIATION EXPENSE 31-3001-CC-C2000C

DESCRIPTION

DESCRIPTION

ACCTD PRCT ACPL

CODE ASSET AUTM

DESCRIPTION

SERVICE ACQUISITION

VEAN END 1901

DEPRECIATION END THIS VEAN 1902

00

1 75-0122

DATA ENTRY EQUIP PA

0-0 1075

0370-00

0370-00

00

0370-00

00

1 75-0131

DATA ENTRY EQUIP M1

0-0 1075

4017-00

4017-00

00

4017-00

00

CAPITAL ACCOUNT TOTAL

12393-00

12393-00

12393-00

CAPITAL ACCOUNT 1-1231-80-216C11		RUN DATE 2/16/82		DEPRECIATION PERIOD 21-361-CC-116CCC		DESCRIPTION		ACCRUING END THIS YEAR 1982	
CODE	ASSET	AUTH	DESCRIPTION	SERVICE LIFE YEAR	ACQUISITION COST	YEAR END 1981 ACC. DEPR.	DEPR. VALUE	END THIS YEAR 1982 ACC. DEPR.	DEPR. VALUE
43-0001			WEATHER-O-METER	10.0	1945	2500.00	2500.00	2500.00	2500.00
43-0001			TANK BLAST DUST COLLECT	10.0	1952	300.75	300.75	300.75	300.75
43-0001			V-2 PILLING MACHINE	10.0	1955	1507.91	1507.91	1507.91	1507.91
43-0001			BELOD	10.0	1956	320.00	320.00	320.00	320.00
43-0001			ABSTRACT-440 C.W.C.	10.0	1956	137.00	137.00	137.00	137.00
43-0001			LATHE	10.0	1956	743.17	743.17	743.17	743.17
43-0001			SWAPER	10.0	1956	300.00	300.00	300.00	300.00
43-0001			CELL	10.0	1956	150.00	150.00	150.00	150.00
43-0001			LATHE	10.0	1956	350.00	350.00	350.00	350.00
43-0001			METER	10.0	1956	370.59	370.59	370.59	370.59
43-0001			PHOTOMULTIPLIER METER	10.0	1958	633.00	633.00	633.00	633.00
43-0001			FAN	10.0	1958	400.40	400.40	400.40	400.40
43-0001			SCALE & TIMER	10.0	1958	1003.50	1003.50	1003.50	1003.50
43-0001			GRAVIMETER	10.0	1958	120.00	120.00	120.00	120.00
43-0001			SURVEY METER	10.0	1958	400.85	400.85	400.85	400.85
43-0001			PHOTO PASTER	10.0	1958	303.00	303.00	303.00	303.00
43-0001			PRECISION COUNTING/RECORD	10.0	1958	1944.83	1944.83	1944.83	1944.83
43-0001			STOVE	10.0	1958	161.20	161.20	161.20	161.20
43-0001			TRAILER BUILDING	10.0	1958	130.00	130.00	130.00	130.00
43-0001			FAN	10.0	1958	340.00	340.00	340.00	340.00
43-0001			FURNITURE FOR V-2 GINGER	10.0	1960	194.50	194.50	194.50	194.50
43-0001			COUNT RATE METER	10.0	1961	461.82	461.82	461.82	461.82
43-0001			ELECT. WORK	10.0	1961	515.55	515.55	515.55	515.55
43-0001			ROSTER SERIAL 8100	10.0	1962	3163.94	3163.94	3163.94	3163.94
43-0001			DRILL PRESS	10.0	1963	225.00	225.00	225.00	225.00
43-0001			ALPHA COUNTER	10.0	1963	575.49	575.49	575.49	575.49
43-0001			ULTRA-TEMP OVER	10.0	1963	1265.00	1265.00	1265.00	1265.00
43-0001			DECAL SCALER	10.0	1963	903.14	903.14	903.14	903.14
43-0001			CENTRAL FAN	10.0	1963	1200.00	1200.00	1200.00	1200.00
43-0001			BIOL. MONOMETER	10.0	1964	303.50	303.50	303.50	303.50
43-0001			CHEM	10.0	1964	279.00	279.00	279.00	279.00
43-0001			PUMP	10.0	1964	279.00	279.00	279.00	279.00
43-0001			VALVE	10.0	1964	294.00	294.00	294.00	294.00
43-0001			VALVE	10.0	1964	294.00	294.00	294.00	294.00
43-0001			PUMP	10.0	1964	320.42	320.42	320.42	320.42
43-0001			VALVE	10.0	1964	305.00	305.00	305.00	305.00
43-0001			MI TEMP FURNACE	10.0	1965	675.00	675.00	675.00	675.00
43-0001			TIME/CLERK	10.0	1965	150.00	150.00	150.00	150.00
43-0001			TRANSFORMER	10.0	1965	93.00	93.00	93.00	93.00
43-0001			MISCELLANEOUS	10.0	1965	4262.00	4262.00	4262.00	4262.00
43-0001			PUMP	10.0	1965	150.00	150.00	150.00	150.00
43-0001			PUMP	10.0	1965	150.00	150.00	150.00	150.00
43-0001			INDUCTION HEATING UNIT	10.0	1965	6061.75	6061.75	6061.75	6061.75
43-0001			3400 BLAST CABINET	10.0	1965	820.00	820.00	820.00	820.00
43-0001			PUMP	10.0	1965	340.00	340.00	340.00	340.00
43-0001			PUMP	10.0	1965	340.00	340.00	340.00	340.00
43-0001			FORELINE TRAP	10.0	1965	225.00	225.00	225.00	225.00
43-0001			CONTROL	10.0	1965	425.00	425.00	425.00	425.00
43-0001			VALVE	10.0	1965	120.00	120.00	120.00	120.00
43-0001			AIR CONDITIONER	10.0	1965	219.95	219.95	219.95	219.95
43-0001			ANGING MACHINE	10.0	1965	219.95	219.95	219.95	219.95
43-0001			SILICA TUBES	10.0	1965	231.00	231.00	231.00	231.00

CAPITAL ACCOUNT 1-1731-00-216011

RUN DATE 2/16/82

DEPRECIATION EXPENSE 21-3091-CG-110606

CODE	ASSSET	AUTH	DESCRIPTION	SERVICE LIFE YEAR	ACQUISITION COST	YEAR END 1981 ACC DEPRE	1981 DEPRE VALUE	REMAINING LIFE	REMAINING DEPRE VALUE	CUMULATIVE	
										EXPENSE	PERCENTAGE
05-0123	41-0040		ROOFER PART	10.0	1000	300.00	300.00	0.0	0.0	300.00	100.00
70-0247	21-0021		IN SEALING PLASTERS	0.5	1070	935.82	935.82	0.0	0.0	935.82	100.00
70-0248	21-0021		REFLECTION GUARANTEE	0.5	1070	442.40	442.40	0.0	0.0	442.40	100.00
70-0249	21-0021		TRITRUM IMPROV. SYSTEM	0.5	1070	1070.00	1070.00	0.0	0.0	1070.00	100.00
70-0250	21-0021		INTERCOMMIT. EQUIP.	0.5	1070	1070.00	1070.00	0.0	0.0	1070.00	100.00
70-0251	21-0043		ICM GAUGE CONTROL	0.5	1070	392.12	392.12	0.0	0.0	392.12	100.00
70-0252	21-0043		TRITRUM WRAPPING DEVICE	0.5	1070	300.75	300.75	0.0	0.0	300.75	100.00
70-0253	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0254	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0255	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0256	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0257	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0258	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0259	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0260	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0261	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0262	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0263	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0264	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0265	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0266	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0267	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0268	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0269	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0270	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0271	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0272	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0273	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.00
70-0274	21-0043		FUSED SILICA PCT	0.5	1070	162.50	162.50	0.0	0.0	162.50	100.0

CAPITAL ACCOUNT 1-1771-00-316011

QUM DATE 2/16/02

DEPOECIATICA EXPENSE 31-3061-66-115666

CASE ASSET	AUTH	DESCRIPTION	SERVICE LIFE YEAR	ACQUISITION COST	YEAR END 1901 ACC DEPRECIATION VALUE	REPAIRS TO DATE	END THIS YEAR 1902 ESTIMATED RETAINED VALUE
78-0117	31-0070	GUSPER WAREHOUSE EQUIPMENT	7.0	1970	4604.68	2794.64	2095.00
78-0122	41-0068	EMERGENCY LIGHTING UNIT	10.0	1970	335.10	130.00	205.10
78-0123	41-0068	EMERGENCY LIGHTING UNIT	10.0	1970	335.10	130.00	205.10
78-0124	41-0068	EMERGENCY LIGHTING UNIT	10.0	1970	335.10	130.00	205.10
78-0125	41-0068	EMERGENCY LIGHTING UNIT	10.0	1970	335.10	130.00	205.10
78-0126	41-0068	EMERGENCY LIGHTING UNIT	10.0	1970	335.10	130.00	205.10
78-0162	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0163	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0164	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0165	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0166	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0167	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0168	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0169	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0170	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0171	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0172	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0173	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0174	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0175	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0176	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0177	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0178	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0179	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0180	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0181	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0182	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0183	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0184	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0185	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0186	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0187	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0188	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0189	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0190	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0191	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0192	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0193	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0194	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0195	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0196	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0197	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0198	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0199	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0200	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0201	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0202	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0203	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0204	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0205	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0206	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0207	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0208	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0209	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0210	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0211	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0212	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0213	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0214	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0215	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0216	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0217	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0218	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0219	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0220	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0221	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0222	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0223	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0224	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0225	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0226	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0227	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0228	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0229	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0230	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0231	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0232	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0233	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0234	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0235	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0236	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0237	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0238	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0239	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0240	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0241	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0242	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0243	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0244	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0245	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0246	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0247	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0248	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0249	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0250	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0251	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0252	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0253	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0254	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0255	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0256	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0257	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0258	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0259	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0260	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0261	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0262	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0263	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0264	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0265	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0266	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0267	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0268	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0269	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0270	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0271	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0272	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0273	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0274	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0275	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0276	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0277	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0278	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0279	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0280	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0281	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0282	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0283	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0284	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0285	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0286	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0287	31-0073	RETARDED MODULAR SW 100	7.0	1970	753.20	430.40	322.80
78-0288	31-0073	RETARDED MODULAR					

CODE	ASSET	AUTH	DESCRIPTION	SERVICE LIFE	ACQUISITION COST	YEAR END 1981 ACC DEPRECIATION	REMAINING LIFE	REMAINING VALUE	REMAINING DEPRECIATION
1	07-0012		RADIATION MONITOR	6.5	1967	335.00	0.0	335.00	335.00
1	07-0013		RADIATION MONITOR	6.5	1967	335.00	0.0	335.00	335.00
1	07-0020		ALPHA SCINTILLATOR	6.5	1967	335.00	0.0	335.00	335.00
1	07-0021		ELECTROMETER	6.5	1967	4231.37	0.0	4231.37	4231.37
1	07-0022		CHARGE RECORDER	6.5	1967	430.00	0.0	430.00	430.00
1	07-0023		RECORDER	6.5	1967	410.00	0.0	410.00	410.00
1	07-0026		ALPHA SURVEY METER	6.5	1967	2024.20	0.0	2024.20	2024.20
1	07-0027		ELECTROMETER	6.5	1967	4030.40	0.0	4030.40	4030.40
1	07-0029		BALANCE	6.5	1967	420.10	0.0	420.10	420.10
1	07-0030		TELEVISION	6.5	1967	200.00	0.0	200.00	200.00
1	07-0032		SCINTILLATION PROBE	6.5	1967	149.71	0.0	149.71	149.71
1	07-0033		PAC-AMPLIFIER	6.5	1967	151.95	0.0	151.95	151.95
1	07-0035		PAC-AMPLIFIER	6.5	1967	150.00	0.0	150.00	150.00
1	07-0037		FLUX CAPTURE	6.5	1967	300.00	0.0	300.00	300.00
1	07-0038		MOSELEY RECORDER	6.5	1967	935.45	0.0	935.45	935.45
1	07-0039		B-V RECORDER	6.5	1967	4321.34	0.0	4321.34	4321.34
1	07-0040		300-CHANNEL ANALYZER	6.5	1967	1103.00	0.0	1103.00	1103.00
1	07-0041		PAC	6.5	1967	300.00	0.0	300.00	300.00
1	07-0042		WELTAGE SUPPLY	6.5	1967	2300.00	0.0	2300.00	2300.00
1	07-0043		PRINTING	6.5	1967	229.40	0.0	229.40	229.40
1	07-0044		STORAGE CABINET	6.5	1967	234.40	0.0	234.40	234.40
1	07-0045		STORAGE CABINET	6.5	1967	244.40	0.0	244.40	244.40
1	07-0046		FLUX MCG	6.5	1967	25.00	0.0	25.00	25.00
1	07-0047		CALIBRATION SET 30-00	6.5	1967	25.00	0.0	25.00	25.00
1	07-0048		CALIBRATION SET 30-137	6.5	1967	45.00	0.0	45.00	45.00
1	07-0049		CALIBRATION SET 30-6	6.5	1967	45.00	0.0	45.00	45.00
1	07-0050		CALIBRATION SET 30-1	6.5	1967	225.00	0.0	225.00	225.00
1	07-0051		CALIBRATION SET 30-1	6.5	1967	225.00	0.0	225.00	225.00
1	07-0052		RAID, 10350 MCAL	6.5	1967	330.00	0.0	330.00	330.00
1	07-0053		MODEL 714 RECORDER	6.5	1967	332.22	0.0	332.22	332.22
1	07-0054		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0055		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0056		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0057		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0058		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0059		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0060		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0061		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0062		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0063		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0064		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0065		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0066		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0067		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0068		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0069		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0070		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0071		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0072		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0073		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0074		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0075		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0076		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0077		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0078		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0079		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0080		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0081		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0082		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0083		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0084		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0085		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0086		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0087		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0088		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0089		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0090		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0091		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0092		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0093		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0094		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0095		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0096		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0097		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0098		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0099		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00
1	07-0100		PERSONNEL AIR SAMPLER	6.5	1967	220.00	0.0	220.00	220.00

CAPITAL ACCOUNT TOTAL 53790.01 42322.50 12222.05 2648.97 49101.50 16572.00

PLANT TOTAL 400033.00 302041.37 85106.01 10790.82 240707.00 75929.90

NATURAL ACCOUNT TOTAL 400033.00 302041.37 85106.01 10790.82 240707.00 75929.90

CAPITAL ACCOUNT 1-8761-90-31060?

Run Date 3/16/02

DEPRECIATION EXPENSE 31-3801-CC-62666

DESCRIPTION		SERVICE		ACQUISITION		YEAR END 1991		DEPRECIATION		END THIS YEAR 1992	
COOL ASSET	AUTO	DESCRIPTION	LIFE	YEAR	COST	ACC	DEPRECIATION	VALUE	LIFE	REPAIRS	END THIS YEAR 1992
1	00-0001	DESK WALNUT	12.5	1960	153.50	105.00		0	0		193.50
1	00-0004	STREET CHAIR	12.5	1966	25.50	23.50		0	0		23.50
1	07-0122	STREET CHAIR	12.5	1967	245.70	245.70		0	0		245.70
1	00-0101	CHAIR	12.5	1966	65.50	65.50		0	0		65.50
1	00-0102	CHAIR	12.5	1966	65.50	65.50		0	0		65.50
1	00-0103	CHAIR	12.5	1966	65.50	65.50		0	0		65.50
1	00-0104	CHAIR	12.5	1966	65.50	65.50		0	0		65.50
1	00-0117	TABLE	12.5	1966	65.50	65.50		0	0		65.50
1	00-0217	TABLE	12.5	1966	65.50	65.50		0	0		65.50
1	00-0255	DESK	12.5	1972	90.52	61.71	28.82	4.00	7.30	66.81	31.00
1	00-0314	DESKCASE	12.5	1974	120.50	78.45	32.10	5.00	10.46	86.81	41.81
1	00-0315	DESK	12.5	1974	362.74	181.65	181.09	5.00	20.82	205.87	96.81
1	00-0316	DESK	12.5	1974	9.33	9.33	0.00	5.00	4.33	4.33	4.33
1	00-0317	DESK	12.5	1974	303.50	145.95	97.15	5.00	39.46	165.41	71.46
1	00-0318	DESK	12.5	1974	114.10	267.41	267.41	4.00	41.16	308.57	257.41
1	00-0319	DESK	12.5	1974	499.40	122.54	376.86	9.00	40.10	102.12	236.86
1	00-0320	DESK WOOD USED	12.5	1960	60.50	13.44	47.06	10.00	11.35	102.09	102.09
1	00-0321	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0322	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0323	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0324	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0325	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0326	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0327	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0328	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0329	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0330	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0331	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0332	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0333	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0334	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0335	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0336	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0337	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0338	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0339	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0340	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0341	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0342	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0343	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0344	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0345	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0346	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0347	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0348	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0349	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0350	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0351	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0352	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0353	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0354	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0355	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0356	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0357	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0358	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0359	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0360	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0361	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0362	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0363	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0364	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0365	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0366	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0367	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0368	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0369	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0370	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0371	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0372	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0373	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0374	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0375	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0376	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0377	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0378	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0379	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0380	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0381	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0382	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0383	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0384	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0385	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0386	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0387	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0388	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0389	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0390	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0391	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0392	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0393	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0394	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0395	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0396	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0397	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0398	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0399	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0400	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0401	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0402	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0403	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0404	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0405	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0406	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0407	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0408	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0409	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0410	TABLE	12.5	1966	60.50	13.44	47.06	10.00	6.32	20.16	65.47
1	00-0411	TABLE	12.5								

API 01250

CAPITAL ASSET DEPRECIATION

PAGE 33

CAPITAL ACCOUNT 1-1701-00-21CC00

NUM DATE 2/16/02

DEPRECIATION EXPENSE 41-30C1-11-02CC00

DESCRIPTION

DESCRIPTION

DETAILS CIV PROG. ALIQUOT & SCHEDULE

CODE ASSET AUTM

DESCRIPTION

SERVICE ACQUISITION

YEAR END 1901

ALPHABETICALLY END THIS YEAR 1902

00

41-0020 LAND-OLDFASHIONED

00 1907 301.35

301.35

00

301.35

CAPITAL ACCOUNT TOTAL

4007.35

4007.35

4007.35

PLANT TOTAL

4007.35

4007.35

4007.35

NATIONAL ACCOUNT TOTAL

4007.35

4007.35

4007.35

APT 01130

CAPITAL ASSET DEPRECIATION

PAGE 50

CAPITAL ACCOUNT 1-1711-00-011102

QWR DATE 2/16/82

DEPRECIATION EXPENSE 41-3001-11-02C00C

DESCRIPTION

DESCRIPTION

DETAILS CIV PWD BLINDING & SIGHTING

CODE ASSET AUTM

DESCRIPTION

SERVICE ACQUISITION

YEAR END 1981

REPAIRING AND THIS YEAR 1982

LIFE YEAR

CCST

ACC DEPRECIATION VALUE

LIFE

EXPENSE AND ACC DEPRECIATION VALUE

1 72-0001 41-0007 ACADUAV

20-0 1973

0330-00

2690-73

2651-23

11-3

017-36

3610-23

0022-73

72-0100 41-0003 AIRWAY PAVING

5-0 1970

0103-00

2340-40

630-00

1-0

020-06

0102-00

0022-73

CAPITAL ACCOUNT TOTAL

0330-00

3240-13

4207-03

004-16

0101-26

0022-73

PLANT TOTAL

0330-00

3240-13

4207-03

004-16

0100-26

0022-73

NATURAL ACCOUNT TOTAL

0330-00

3240-13

4207-03

004-16

0100-26

0022-73

APT AF1550

CAPITAL ASSET DEPRECIATION

PAGE 37

CAPITAL ACCOUNT 1-1721-00-41C100

RUN DATE 2/10/82

DEPRECIATION EXPENSE 41-5001-11-200000

DESCRIPTION

DEPRECIATION

DETAILS CIV PACE LITIC

CODE ASSET AUTO DEPRECIATION

SERVICE LIFE YEAR

ACQUISITION COST

ACC DEPRECC BEGIN VALUE

LIFE

DEPRECC END THIS YEAR 1982

ACC DEPRECC BEGIN VALUE

47-0003	FRAME BUILDING	25.0	1547	33086.00	33086.00	0.0	33086.00	1992.00	1992.00
48-0003	FRAME BUILDING	24.0	1548	14300.01	14300.01	0.0	14300.01	1992.00	1992.00
49-0003	FRAME BUILDING	23.0	1549	3140.00	3140.00	0.0	3140.00	1992.00	1992.00
50-0003	FRAME BUILDING	22.0	1550	1530.92	1530.92	0.0	1530.92	1992.00	1992.00
51-0003	FRAME BUILDING	21.0	1551	253.00	253.00	0.0	253.00	1992.00	1992.00
52-0003	FRAME BUILDING	20.0	1552	671.37	671.37	0.0	671.37	1992.00	1992.00
53-0003	FRAME BUILDING	19.0	1553	690.67	690.67	0.0	690.67	1992.00	1992.00
54-0003	FRAME BUILDING	18.0	1554	1175.30	1175.30	0.0	1175.30	1992.00	1992.00
55-0003	FRAME BUILDING	17.0	1555	635.95	635.95	0.0	635.95	1992.00	1992.00
56-0003	FRAME BUILDING	16.0	1556	500.00	500.00	0.0	500.00	1992.00	1992.00
57-0003	FRAME BUILDING	15.0	1557	99.07	99.07	0.0	99.07	1992.00	1992.00
58-0003	FRAME BUILDING	14.0	1558	939.00	939.00	0.0	939.00	1992.00	1992.00
59-0003	FRAME BUILDING	13.0	1559	35391.20	35391.20	0.0	35391.20	1992.00	1992.00
60-0003	FRAME BUILDING	12.0	1560	1451.53	1451.53	0.0	1451.53	1992.00	1992.00
61-0003	FRAME BUILDING	11.0	1561	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
62-0003	FRAME BUILDING	10.0	1562	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
63-0003	FRAME BUILDING	9.0	1563	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
64-0003	FRAME BUILDING	8.0	1564	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
65-0003	FRAME BUILDING	7.0	1565	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
66-0003	FRAME BUILDING	6.0	1566	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
67-0003	FRAME BUILDING	5.0	1567	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
68-0003	FRAME BUILDING	4.0	1568	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
69-0003	FRAME BUILDING	3.0	1569	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
70-0003	FRAME BUILDING	2.0	1570	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
71-0003	FRAME BUILDING	1.0	1571	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
72-0003	FRAME BUILDING	0.0	1572	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
73-0003	FRAME BUILDING	0.0	1573	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
74-0003	FRAME BUILDING	0.0	1574	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
75-0003	FRAME BUILDING	0.0	1575	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
76-0003	FRAME BUILDING	0.0	1576	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
77-0003	FRAME BUILDING	0.0	1577	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
78-0003	FRAME BUILDING	0.0	1578	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
79-0003	FRAME BUILDING	0.0	1579	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
80-0003	FRAME BUILDING	0.0	1580	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
81-0003	FRAME BUILDING	0.0	1581	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
82-0003	FRAME BUILDING	0.0	1582	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
83-0003	FRAME BUILDING	0.0	1583	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
84-0003	FRAME BUILDING	0.0	1584	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
85-0003	FRAME BUILDING	0.0	1585	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
86-0003	FRAME BUILDING	0.0	1586	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
87-0003	FRAME BUILDING	0.0	1587	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
88-0003	FRAME BUILDING	0.0	1588	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
89-0003	FRAME BUILDING	0.0	1589	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
90-0003	FRAME BUILDING	0.0	1590	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
91-0003	FRAME BUILDING	0.0	1591	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
92-0003	FRAME BUILDING	0.0	1592	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
93-0003	FRAME BUILDING	0.0	1593	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
94-0003	FRAME BUILDING	0.0	1594	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
95-0003	FRAME BUILDING	0.0	1595	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
96-0003	FRAME BUILDING	0.0	1596	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
97-0003	FRAME BUILDING	0.0	1597	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
98-0003	FRAME BUILDING	0.0	1598	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
99-0003	FRAME BUILDING	0.0	1599	2000.00	2000.00	0.0	2000.00	1992.00	1992.00
100-0003	FRAME BUILDING	0.0	1600	2000.00	2000.00	0.0	2000.00	1992.00	1992.00

CAPITAL ACCOUNT TOTAL

319477.30

71007.15

42010.05

2207.24

78074.81

40402.00

CAPITAL ACCOUNT 1-1721-00-41C300

RUN DATE 2/16/83

DEPRECIATION EXPENSE 41-3001-11-200000

DESCRIPTION		REDESCRIPTION		REDESCRIPTION		PERIODS CIV PAGE LTRD	
CODE	ASSET	AMT	DESCRIPTION	SERVICE LIFE	ACQUISITION COST	YEAR END 1981	REPAIRING COST
				YEAR		ACC DEPRIC	END ACC DEPRIC
48-0007	BUILDING	ALTERNATIVES	24.5	1948	7026.79	7026.79	0.0
49-0017	BUILDING	ALTERNATIVES	24.0	1949	5945.60	5945.60	0.0
50-0010	BUILDING	ALTERNATIVES	23.0	1950	1634.95	1634.95	0.0
51-0009	BUILDING	ALTERNATIVES	22.0	1951	7767.89	7767.89	0.0
52-0013	BUILDING	ALTERNATIVES	21.0	1952	3268.79	3268.79	0.0
53-0020	BUILDING	ALTERNATIVES	20.0	1953	13179.99	13179.99	0.0
54-0021	BUILDING	ALTERNATIVES	19.0	1954	8014.10	8014.10	0.0
55-0023	BUILDING	ALTERNATIVES	18.0	1955	113.61	113.61	0.0
56-0013	BUILDING	ALTERNATIVES	17.0	1956	2032.80	2032.80	0.0
58-0053	BUILDING	ALTERNATIVES	15.0	1958	6702.17	6702.17	0.0
59-0074	BUILDING	ALTERNATIVES	14.0	1959	747.16	747.16	0.0
61-0013	BUILDING	ALTERNATIVES	12.0	1961	647.68	647.68	0.0
63-0022	BUILDING	ALTERNATIVES	8.0	1965	1660.60	1660.60	0.0
67-0001	BUILDING	ALTERNATIVES	5.0	1967	274.90	274.90	0.0
69-0110	BUILDING	ALTERNATIVES	10.0	1969	335.00	335.00	0.0
74-0001	BUILDING	ALTERNATIVES	10.0	1974	4012.98	4012.98	2.0
77-0001	BUILDING	ALTERNATIVES	2.5	1982	1604.33	1604.33	2.0

"CAPITAL" ACCOUNTING

100226-57

00104-04 : 1201-20

13031:24

1245:77 January

Introduction

1

APT REFNO

CAPITAL ASSET DEPRECIATION

PAGE 30

CAPITAL ACCOUNT 1-1721-00-915490

NUM DATE 2/16/82

DEPRECIATION EXPENSE 41-5001-11-820000

DESCRIPTION

DESCRIPTION

DETAILS EIV PREC BUILDING & EQUIPMENT

CODE ASSET AUTM

DESCRIPTION

SERVICE ACQUISITION YEAR END 1901

DEPRECIATION YEAR END 1902

REPAIRING YEAR END 1902

LIFE YEAR

COST

ACC DEPRECIATION

ACC DEPRECIATION

ACC DEPRECIATION

1 47-0002	CONCRETE BUILDING	33-3 1947	74426.45	74426.45	-0	74426.45
1 40-0005	CONCRETE BUILDING	33-3 1949	129111.40	129111.40	-0	129111.40
1 40-0015	CONCRETE BUILDING	31-3 1949	2944.83	2944.83	-0	2944.83
1 60-0045	CONCRETE BUILDING	30-3 1960	3011.00	3011.00	-0	3011.00

CAPITAL ACCOUNT TOTAL

269093.60 269093.60

269093.60

NOT REFINO

CAPITAL ASSET DEPRECIATION

PAGE 00

CAPITAL ACCOUNT 1-1721-00-410000

RUN DATE 2/16/82

DEPRECIATION EXPENSE 41-5001-11-020000

DESCRIPTION		DESCRIPTION		DESCRIPTION		DETAILS FOR PAGE DEPRECIATION EXPENSE	
CODE	ASSET	AUTH	DESCRIPTION	SERVICE LIFE YEAR	ACQUISITION COST	VEAN END 1901 ACC DEPRECI. BOOK VALUE	REPAIRS FOR THIS YEAR 1982 DEPRECI. END. ACC DEPRECI. BOOK VALUE
1	70-0415	01-0090	TANK-SPRINKLER SYSTEM	25-0	1970	44441-82	20335-20 24100-53
1	02-0000	01-0007	CON SPRINKLER SYSTEM	10-0	1982	4000-00	13-3 3705-00 22270-97 22270-83
1	02-0000	01-0009	CON SPRINKLER SYSTEM	20-0	1982	0300-00	10-0 030-00 030-00 7000-00

CAPITAL ACCOUNT TOTAL

58001-82 20335-20 24100-53

0221-00 20056-07 20056-05

CAPITAL ACCOUNT 1-1221-00-11121

RUN DATE 2/16/82

DEPRECIATION EXPENSE 41-3001-11-31CCG

DESCRIPTION			DESCRIPTION			DETAILS CIV FROM CIAL, PACC		
CODE	ASSET	AUTH	SERVICE	ACQUISITION	VEG END 1901	REPAIRS	END THIS YEAR 1982	
			LIFE YEAR	CCST	ACC DEPRE, DOCA VALUE	LIFE	FROM: REP, ACC, REPAIR, REPA, VALUE	
1	77-0032	41-0443	ONCP CEILINGS PPG PLANT	10-0 1977	15000.00	7500.00	7500.00	6600.00
1	77-0033	41-0444	NEW BIAL PROCESS ROOM	10-0 1977	6007.75	3221.00	3221.00	3000.00
1	77-0109	41-0444	NEW BIAL PROCESS ROOM	10-0 1977	1230.00	429.00	429.00	123.00

CAPITAL ACCOUNT TOTAL

22909.75 11932.00 11932.00

2290.00 13703.00 9163.00

API 01150

CAPITAL ASSET DEPRECIATION

CAPITAL ACCOUNT 1-1721-00-11111

DATE 2/16/82

DESCRIPTION

DEPRECIATION EXPENSE 41-3061-11-310000

PAGE 42

CODE	ASSET	DATE	DESCRIPTION	SERVICE	ACQUISITION	YEAR	END	1981	REPAIRS	END	THIS	YEAR	1982
				LIFE	COST	END	1981	VALUE	LIFE	END	THIS	YEAR	1982
1	66-0002	01-01-81	GARAGE ROOM	22-3	1966	113-30	35-40	66-01	16-0	2-08	59-07	56-43	
1	75-0001	01-01-81	WATER DIAL METER	22-3	1975	90346-16	17074-85	72072-01	26-0	2319-36	23202-27	76182-91	
1	76-0011	01-01-81	WATER METER	22-3	1976	4901-00	1276-78	9047-22	26-3	210-18	1512-91	3448-00	
1	82-0003	01-01-82	WATER SPLITTER SYSTEM	20-0	1982	0150-00			20-0	015-05	015-00	0000-00	
CAPITAL ACCOUNT TOTAL					103700-00	19026-42	70410-24			2954-91	23902-92	01217-83	

CAPITAL ACCOUNT 1-1721-00-011102

DATE 2/10/82

DEPRECIATION EXPENSE 41-3001-11-020000

DESCRIPTION

DESCRIPTION

DETAILS CIV PROC ALLEGING & CONCLUS

CODE ASSET

DESCRIPTION

SERVICE

ACQUISITION

YEAR END 1981

REPAIRING

END THIS YEAR 1982

00

CODE ASSET	DESCRIPTION	SERVICE	ACQUISITION	YEAR END 1981	REPAIRING	END THIS YEAR 1982	00
1 72-0003 31-0030	WASTE TREATMENT PLANT	10-0 1973	73563.02	66230.76	11230.06	1.5	7356.96
1 72-0003 31-0030	CANOE/CANOE PLP	10-0 1973	284.63	241.57	42.46	1.5	20.42
1 72-0004 43-0330	ENGINEER WASTE WATER TNG	10-0 1973	10173.06	6640.75	1320.25	1.5	1017.06
							9600.20
							500.35

CAPITAL ACCOUNT TOTAL

66024.67 72121.00 12902.90

6602.40 81823.06 4201.11

PLANT TOTAL

709320.35 902001.50 102720.44

20025.22 820024.00 177201.75

NATURAL ACCOUNT TOTAL

709320.35 902001.50 102720.44

20025.22 820024.00 177201.75

USR INDUSTRIES, INC.

Schedule F

USR INDUSTRIES, INC.

Schedule F

Patents

<u>Number</u>	<u>Description</u>	<u>Date</u>	
		<u>Issued</u>	<u>Expires</u>
3,232,292	Ionized Aerosols	1966	1982
3,224,978	Luminous Composition	1965	1982
3,409,770	Self Luminous Light	1968	1985
3,402,492	Light Sources	1968	1985

Trademark

"ISOLITE" Trademark Registration No. 668,980
granted October 28, 1958

STOCK PURCHASE AGREEMENT
ADDENDA TO SCHEDULE "E"
Additional Items to be Included on Schedule "E"

<u>ASSET I.D. NO.</u>	<u>DESCRIPTION</u>	<u>CAPITAL ACCOUNT NO.</u>
56-0006	Universal Grinder	
53-0002	South Bend Lathe	
59-0009	Delta Drill Press	
57-0004	Delta Drill Press	
56-0004	Boyar Schultz Surface Grinder	
63-0007	South Bend Lathe	1-1731-00-411120
73-0013	Guillanelli Press	
66-0091	Rigid-Pipe Machine & Vice	1-1731-00-411151

<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
Black & Decker Bench Grinder	L2096352
Rockwell Drill Press	124-5499
Rigid Pipe Threader	4PJ

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$315,000

DATE: May 24, 1982

FOR VALUE RECEIVED, LIME RIDGE INDUSTRIES, INC., a Pennsylvania corporation ("Maker"), promises to pay to the order of USR INDUSTRIES, INC., a Delaware corporation ("Holder") at Suite 217, 2203 Timberloch Place, The Woodlands, Texas 77380 or at such other place as the Holder hereof may from time to time designate in writing, the principal sum of Three Hundred Fifteen Thousand (\$315,000) Dollars, with interest thereon from the date hereof at the rate of eight (8%) per cent per annum in lawful money of the United States, which shall be paid in the following manner:

The principal balance hereof shall be payable in thirty-four (34) installments of principal, in the amounts and on the dates set forth in Schedule A hereto. Each payment of principal shall be accompanied by payment of accrued but unpaid interest on the unpaid principal balance as of the date of each principal payment.

The entire unpaid balance of principal, together with accrued but unpaid interest thereon shall be due and payable on December 31, 1990.

Exhibit A

Each payment made hereunder shall be applied first on account of interest and the balance, if any, to the reduction of principal.

As security for the payment of the monies owing hereunder, the Maker has executed and delivered to the Holder a Pledge and Escrow Agreement, of this date, respecting the Pledged Shares (as defined therein). The terms and provisions of the Pledge and Escrow Agreement are incorporated herein by reference as if expressly set forth.

As further security for the payment of the monies owing hereunder, Safety Light Corporation and Maker have executed and delivered to the Holder a Security Agreement, of this date, respecting the Collateral (as defined therein). The terms and provisions of the Security Agreement are incorporated herein by reference as if expressly set forth.

The full amount of the principal balance owing, and the accrued but unpaid interest thereon, shall, at the election of the Holder hereof, become immediately due and payable upon the occurrence of any of the following ("Events of Default").

- (a) the failure of the Maker to pay any

installment of principal or interest or late charge if not paid within fifteen (15) days of the date when the same is due and payable;

(b) the failure of the Maker to perform or observe any term, provision, covenant or agreement contained in this Note, or the Pledge and Escrow Agreement, or the failure of the Maker to perform or observe any term, covenant, condition, condition, stipulation provision, obligation, warranty or representation contained in or imposed upon Maker pursuant to that certain Stock Purchase Agreement, of this date, entered into among Maker and Holder;

(c) the sale of all or substantially all of the assets of Maker;

(d) the failure of Safety Light Corporation or the Maker to perform or observe any term, covenant, condition, stipulation, provision, obligation, warranty or representation contained in or imposed upon either of them pursuant to the Security Agreement.

If the Holder shall, upon the occurrence of an Event of Default, place this Note in the hands of an attorney for collection, the Holder shall be entitled to receive from the Maker reasonable attorney's fees, costs of suit, and out-of-pocket disbursements incurred in connection therewith.

The Maker shall pay to Holder, upon demand, a charge of four (4) per cent of any amount payable (including principal and interest) by the terms of this Note which are not paid within fifteen (15) days of the date the same shall become due and payable.

The Maker and all endorsers and guarantors of this Note, waive presentment, demand for payment, protest, and notice of dishonor of this Note, authorize the Holder without notice or further consent, to grant an extension of time for the payment of any monies owing under this Note, and to waive compliance with any provisions of this Note.

The provisions of this Note are severable, and the invalidity or unenforceability of any provision shall not alter or impair the remaining provisions of this Note.

This Note shall be construed under and governed by the laws of the Commonwealth of Pennsylvania.

Whenever used herein, the term "Maker" and "Holder" shall be deemed to include their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Lime Ridge Industries, Inc. has executed this Note by its duly authorized corporate officers the day and year first above written.

ATTEST:

LIME RIDGE INDUSTRIES, INC.

By /s/ DAVID JOHN WATTS
DAVID JOHN WATTS, Vice President

By /s/ JOHN T. MILLER
JOHN T. MILLER, President

PLEDGE AND ESCROW AGREEMENT

This Agreement is made this 24th day of May, 1982, among LIME RIDGE INDUSTRIES, INC., a Pennsylvania corporation, having an address at 4150A Old Berwick Road, Bloomsburg, Pennsylvania ("Lime Ridge"); USR INDUSTRIES, INC., a Delaware corporation, having an address at Suite 217, 2203 Timberloch Place, The Woodlands, Texas 77380 ("Industries"); and HANNOCH, WEISMAN, STERN, BESSER, BERKOWITZ & KINNEY, P. A., having offices at 744 Broad Street, Newark, New Jersey ("Escrow Agent").

RECITALS:

A. Concurrently with the execution hereof, the following has transpired:

(i) Industries has sold to Lime Ridge, pursuant to the terms of a Stock Purchase Agreement, of this date, all of the issued and outstanding shares of capital stock of Safety Light Corporation, a Delaware corporation ("Safety Light"); and

(ii) Lime Ridge has executed and delivered to Industries its promissory note ("Note") in the principal sum of Three Hundred Fifteen Thousand (\$315,000) Dollars, which Note evidences Lime Ridge's obligation to pay the deferred purchase

Exhibit B

price for the aforementioned shares.

B. Industries would be unwilling to consummate the transactions more particularly described in the Stock Purchase Agreement unless Lime Ridge secures its obligations to pay the indebtedness evidenced by the Note by pledging the shares of capital stock of Safety Light purchased from Industries.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants herein contained, the parties hereto agree as follows:

1. Pledge of Shares

1.1. As collateral security for (i) the due and punctual payment of the Note and any and all increases, extensions, renewals, substitutions and changes in the form thereof; (ii) the full, prompt and unconditional performance of all obligations, covenants, warranties, representations, promises and liabilities of Lime Ridge pursuant to the Stock Purchase Agreement, Note, this Agreement and any other agreement executed and/or delivered by Lime Ridge in connection with the transactions contemplated by the Stock Purchase Agreement; and (iii) all costs and expenses incurred and/or paid by Industries in enforc-

ing its rights pursuant to the Stock Purchase Agreement, Note and this Agreement, Lime Ridge hereby pledges and grants to Industries a security interest in the One Million One Hundred Sixty Four Thousand One Hundred Thirty-Six (1,164,136) shares of the issued and outstanding shares of capital stock of Safety Light owned by it ("Pledged Shares").

1.2. Concurrently with the execution hereof, Lime Ridge has delivered to the Escrow Agent, Safety Light stock certificate No. , evidencing the Pledged Shares, together with a stock assignment executed in blank.

1.3. The Escrow Agent acknowledges receipt of the Pledged Shares and the blank stock assignment and agrees to hold the same in escrow, subject to and upon the terms and conditions of this Agreement, and to carry out the provisions of this Agreement on its part to be performed.

1.4. (a) Any shares issued on or exchanged for the Pledged Shares as a result of any stock dividends, stock splits, subdivisions, combinations, reclassifications, reorganizations, mergers, consolidations, exercise of warrants or options, or similar transactions respecting the Pledged Shares shall become

part of the Pledged Shares and shall be held on the same terms as the shares on or in exchange for which such shares have been issued.

(b) So long as an Event of Default (as defined in the Note) has not occurred under the Note, Lime Ridge shall have the right to vote the Pledged Shares and to give consents and ratifications with respect thereto.

1.5. (a) If an Event of Default under the Note shall occur and Industries desires to exercise its rights in and to the Pledged Shares as secured party, then Industries shall give written notice ("Default Notice") to the Escrow Agent and Lime Ridge, stating that an Event of Default has occurred and requesting the Escrow Agent to deliver the Pledged Shares to Industries.

(b) If within twenty (20) days after the giving of the Default Notice, Lime Ridge has not objected to delivery of the Pledged Shares to Industries by written notice ("Objection Notice") given to the Escrow Agent and to Industries, then the Escrow Agent, without further instructions from any party hereto, shall deliver to Industries the Pledged Shares and the stock assignment delivered to the Escrow Agent.

(c) If the Escrow Agent shall receive an Objection

Notice from Lime Ridge within such twenty (20) day period, then the Escrow Agent shall retain the Pledged Shares until it shall receive any of the following:

(i) written instructions signed by Industries and Lime Ridge setting forth to whom the Pledged Shares shall be delivered; or

(ii) a final order of a court of competent jurisdiction setting forth to whom the Pledged Shares shall be delivered.

1.6 (a) If Lime Ridge has made all payments required under the Note to Industries, and Lime Ridge requests the Escrow Agent deliver to it the Pledged Shares, the Escrow Agent, without any obligation to determine whether all the required payments under the Note have been made, shall notify Industries that it is prepared to deliver the Pledged Shares to Lime Ridge. If Industries objects to such delivery, it shall give written notice to the Escrow Agent and Lime Ridge within twenty (20) days after receiving the notice of the Escrow Agent.

(b) If the Escrow Agent does not receive any notice from Industries within said twenty (20) day period objecting to the release of the Pledged Shares, the Escrow Agent shall, without further instructions, deliver the Pledged Shares to Lime

Ridge.

(c) If the Escrow Agent receives such notice of objection from Industries within such twenty (20) day period, the Escrow Agent shall retain the Pledged Shares until it shall receive any of the following:

(i) written instructions signed by Industries and Lime Ridge setting forth to whom the Pledged Shares shall be delivered; or

(ii) a final order of a court of competent jurisdiction setting forth to whom the Pledged Shares shall be delivered.

2. Warranties and Representations by Lime Ridge.

Lime Ridge hereby warrants and represents to Industries, knowing and intending that it is relying hereon in entering into the transactions contemplated by the Stock Purchase Agreement that:

2.1. Lime Ridge owns the Pledged Shares free and clear of all liens, encumbrances, security interests and claims of third parties. The Pledged Shares have been fully paid for and are non-assessable.

2.2. The Pledged Shares are not subject to any restrictions respecting their transferability or other disposition. Lime Ridge is not a party to nor bound by any shareholders' agreement, buy-sell agreement or other agreement or arrangement restricting its ability to transfer or dispose of the Pledged Shares.

2.3. Lime Ridge has full voting rights with respect to the Pledged Shares. The Pledged Shares are not subject to any voting agreement, proxy, voting trust or other arrangement whereby its voting rights to the Pledged Shares have been restricted or transferred.

2.4. There are no existing options, warrants, calls or commitments of any character relating to the Pledged Shares.

2.5. The execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action; are not inconsistent with and will not violate its Certificate of Incorporation, By-laws or other governing documents; and does not, and will not, contravene any provisions of

or constitute a default under any contract, instrument or agreement to which it is a party or by which its properties or assets are bound.

3. Covenants by Line Ridge

Line Ridge hereby covenants that until the Note is paid in full that:

3.1. It will not consolidate or merge with another entity, except for the merger of Line Ridge into Safety Light.

3.2. It will not allow or permit Safety Light to issue any shares of its capital stock or securities convertible into shares of its capital stock.

4. Remedies of Industries

4.1. (a) From and after the occurrence of an Event of Default under the Note, and the delivery of the Pledged Shares to Industries pursuant to the terms hereof, Industries shall have the right to:

(i) vote any or all of the Pledged Shares, and give all consents, waivers and ratifications with respect thereto and otherwise act in all matters with respect thereto as the outright owner thereof (Line Ridge hereby irrevoc-

ably constituting and appointing Industries as its proxy and attorney in fact with full power of substitution so to do, and Lime Ridge hereby agreeing to execute at any time in the future such additional instrument or instruments to confirm the proxy and power hereby granted);

(ii) receive all dividends and all other distributions of any kind on the Pledged Shares;

(iii) exercise any and all rights of conversion or exchange, and any and all other rights, privileges, options or powers of the owner of the Pledged Shares pertaining or relating thereto (Lime Ridge hereby irrevocably constituting and appointing Industries its proxy and attorney in fact with full power of substitution so to do, and Lime Ridge hereby agreeing to execute at any time in the future such additional instrument or instruments to confirm the power hereby granted); and

(iv) from time to time, without advertisement or right of redemption by Lime Ridge, at its option, to sell, re-sell, assign, transfer and deliver all or any part of the Pledged Shares at any broker's board or exchange or at public or private sale, for cash or on credit, or for future delivery, and in connection therewith, to grant options and impose reasonable conditions such as requiring any purchaser to represent that any stock constituting any part of the Pledged Shares is being purchased for investment purposes only. Upon each such sale,

Industries may purchase all or any part of the Pledged Shares being sold free from and discharged of all trusts, claims, rights of redemption and equities of Lime Ridge. At any such sale of the Pledged Shares, Industries shall have the right to make payment of any amount bid by it by setting off against such bid all or any part of the amount then due to Industries under the Note. Lime Ridge agrees that a notice sent at least five (5) days before the date of an intended sale or the date after which any private sale or other intended disposition of the Pledged Shares is to be made, shall be deemed to be commercially reasonable notice of such sale or disposition.

4.2. Industries, in addition to any other rights granted to it hereunder, and at law, shall be entitled to all rights and remedies of a secured party under the Uniform Commercial Code, as adopted by the Commonwealth of Pennsylvania.

4.3. The proceeds, if any, of any sale by Industries of the Pledged Shares shall be applied as follows: First, to the payment of all fees and expenses incurred by Industries in selling or disposing of the Pledged Shares, including but not limited to legal fees and expenses; Second, to pay the indebtedness secured hereby; and Third, to pay any excess

remaining to Line Ridge.

5. Escrow Agreement

5.1. The parties to this Agreement, other than the Escrow Agent, acknowledge and agree that the Escrow Agent:

(a) is not a party to, and is not bound by any agreement referred to herein or by any agreement among the other parties hereto or their respective heirs, administrators, successors or assigns, other than as herein set forth.

(b) is acting hereunder as a depositary only and is not responsible or liable in any manner for the sufficiency, genuineness or validity of, any instrument deposited with it, or for the form of execution of such instrument, or for the identity, authority, or rights of any person executing or depositing it.

(c) shall be protected in acting upon any written notice, request, waiver, consent, receipt or other papers or documents believed by it to be genuine and to have been made, signed, sent or presented by the proper party or parties.

(d) shall not be liable for any error of judgment or for any act done or step taken by it in good faith, or for any mistake of law, or for anything which it may do or refrain from doing in connection herewith, except its own will-

full misconduct.

(e) may consult with legal counsel in the event of any disputed question as to the construction of any provision hereof, or its duties hereunder, and shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

5.2. The parties hereto acknowledge that the Escrow Agent may be serving as counsel to Industries in connection with the transactions contemplated hereby and may continue to serve as its counsel. The Escrow Agent is merely acting as a stakeholder hereunder and the parties agree that the Escrow Agent may continue to serve as Industries' counsel in connection with any dispute or controversy arising out of this Agreement or the transactions contemplated hereby.

5.3. The Escrow Agent shall be indemnified and held harmless, and reimbursed by the parties hereto for all expenses, claims and obligations incurred by it pertaining to its duties hereunder. The obligation of the parties hereto to indemnify, hold harmless and reimburse the Escrow Agent shall be joint and several.

6. Merger of Lime Ridge with Safety Light

6.1. Notwithstanding anything to the contrary contained in this Agreement, Lime Ridge shall be entitled to have the Pledged Shares released to it upon the finalization of the merger of Lime Ridge into Safety Light (if there does not exist, at such time, an Event of Default under the Note, or an event which, with the giving of notice or passage of time, or both, would become an Event of Default). If Lime Ridge has merged itself into Safety Light and desires that the Pledged Shares be released to it, it shall give written notice to the Escrow Agent and to Industries, requesting that the Pledged Shares be released to it, said notice to state that the aforesaid merger has been effectuated and said notice to be accompanied by evidence of the effectuation of said merger.

6.2. If within twenty (20) days after the giving of the aforesaid notice, Industries has not objected to the delivery of the Pledged Shares to Lime Ridge by written notice given to the Escrow Agent and to Lime Ridge, then the Escrow Agent, without further instructions from any party hereto, shall deliver to Lime Ridge the Pledged Shares and stock assignment delivered to the Escrow Agent.

6.3. If the Escrow Agent shall receive an objection notice from Industries within such twenty (20) day period,

then the Escrow Agent shall retain the Pledged Shares until it has received any of the following:

(i) written instructions signed by Industries and Lime Ridge setting forth to whom the Pledged Shares shall be delivered; or

(ii) a final order of a court of competent jurisdiction setting forth to whom the Pledged Shares shall be delivered.

7. Miscellaneous

7.1. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all other prior negotiations or agreements which are hereby rendered null and void. This Agreement may not be amended or modified except by a writing executed by all of the parties hereto.

7.2. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

7.3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and assigns.

7.4. Paragraph headings contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

7.5. All notices required to be given hereunder shall be given by certified mail, return receipt requested, addressed to the parties at their addresses above written, or at such other address as may be given by such party by like notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

[Signature]

USR INDUSTRIES, INC.

By *[Signature]*

ATTEST:

[Signature]
DAVID JOHN WATTS, Vice President

LIME RIDGE INDUSTRIES, INC.

By *[Signature]*
JOHN T. MILLER, President
HANNOCH, WEISMAN, STERN, BESSER,
BERKOWITZ & KINNEY, P.A.

By _____

GUARANTY OF PAYMENT

This Guaranty is made this 24th day of May, 1982, by SAFETY LIGHT CORPORATION, a Delaware corporation having an address at 4150 A Old Berwick Road, Bloomsburg, Pennsylvania ("Guarantor"), to USR INDUSTRIES, INC., a Delaware corporation having an address at Suite 217, 2203 Timberloch Place, The Woodlands, Texas 77380 ("Industries").

RECITALS:

A. Concurrently with the execution hereof the following has transpired:

(i) Industries has, pursuant to the terms of a Stock Purchase Agreement, of this date, sold to Lime Ridge Industries, Inc. ("Lime Ridge") all of the issued and outstanding shares of capital stock of Safety Light;

(ii) Lime Ridge has executed and delivered to Industries a promissory note ("Note"), of this date, in the principal sum of Three Hundred Fifteen Thousand (\$315,000) Dollars, which Note evidences Lime Ridge's obligation to pay to Industries the deferred portion of the purchase price for the aforementioned shares.

Exhibit C

B. Industries is unwilling to sell the aforementioned shares of capital stock of Safety Light to Lime Ridge unless Safety Light guarantees payment and performance of Lime Ridge's obligations under the Note.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants herein contained, and in order to induce Industries to consummate the transactions contemplated by the Stock Purchase Agreement, the parties hereto agree as follows:

1. Definition

The term "Obligations to Industries" shall mean (i) the indebtedness of Lime Ridge to Industries as evidenced by the Note, and any and all extensions, modifications, substitutions, renewals, increases and changes in the form thereof; and (ii) all costs and expenses (including attorneys' fees) incurred and/or paid by Industries in enforcing its rights pursuant to the Note.

2. Guaranty of Obligations to Industries

2.1 The Guarantor hereby unconditionally guaranties to Industries the due and punctual payment and performance by Lime Ridge of all of the Obligations to Industries, whether as a result of acceleration, maturity or otherwise. The Guarantor agrees that if Lime Ridge shall fail to pay any Obligation to

Industries when and as the same shall become due and payable, the Guarantor will cause such amount to be paid when and as the same shall become due and payable.

2.2 The Guarantor shall be primarily liable with Lime Ridge for the payment and performance of the Obligations to Industries. It is expressly agreed to and understood by the Guarantor that Industries, upon the occurrence of a default or an Event of Default under the Note, need not look first to Lime Ridge for payment of the obligations guaranteed hereby, and that Industries need not exhaust or proceed against Lime Ridge's assets before proceeding against the Guarantor.

2.3 The obligations of the Guarantor hereunder are absolute and unconditional, irrespective of any circumstances which might constitute a legal or equitable defense or discharge of a guarantor or surety, or which might otherwise limit enforceability against the Guarantor by Industries.

2.4 The obligations of the Guarantor hereunder and the right of Industries to enforce the same shall not in any way be affected by the discharge of Lime Ridge or the Guarantor from the obligations guaranteed hereby pursuant to any insolvency, bankruptcy, liquidation, reorganization, readjustment,

composition or other proceeding involving or affecting Lime Ridge or the Guarantor.

2.5 Industries may deal with Lime Ridge and the Guarantor in the same manner and as freely as if this Guaranty did not exist, and shall be entitled, inter alia, to grant to Lime Ridge such extension or extensions of time to perform any act or acts as it may deem advisable, at any time, and from time to time, without terminating, affecting or impairing the validity of this Section 2 or the obligations of the Guarantor hereunder.

2.6 No compromise, alteration, amendment, modification, extension, renewal, release or other change or waiver, consent or any other action, or delay, or omission or failure to act, in respect of any liability or obligation guaranteed by the Guarantor hereunder, shall in any way affect or alter the obligations of the Guarantor hereunder.

2.7 The Guarantor hereby expressly and irrevocably waives all claims of waiver, release, surrender, alteration or compromise and all defenses, set-offs, counterclaims, recoupments, reductions, limitations, impairments or terminations, whether arising under this Section 2 or otherwise.

2.8 The Guarantor waives any right, or claim of right, to cause a marshalling of its assets or of Lime Ridge's assets or to proceed against them in any particular order, it being understood that Industries shall be under no obligation whatsoever to proceed first against Lime Ridge's assets before proceeding against the Guarantor, or to proceed first against the Guarantor before proceeding against Lime Ridge's assets.

3. Responsibility for Expenses

The Guarantor shall be liable for all costs and expenses, including attorneys' fees and disbursements, incurred by Industries in enforcing the Guarantor's obligations hereunder.

4. Miscellaneous

4.1 This Guaranty represents the entire understanding of the parties hereto with respect to the subject matter hereof, and may not be amended or modified in any manner, at any time, unless by a writing executed by all of the parties hereto.

4.2 This Guaranty shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, legal representatives, and assigns.

4.3 This Guaranty shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Pennsylvania.

4.4 All paragraph headings in this Guaranty are for convenience of reference only and shall not be deemed a part of this Guaranty.

4.5 All notices to be given hereunder shall be given by certified mail, return receipt requested, addressed to the parties hereto at their addresses set forth above, or at such other address as they shall designate in writing, and shall be deemed given when mailed.

IN WITNESS WHEREOF, Safety Light Corporation has executed this Guaranty by its duly authorized corporate officers the day and year first above written.

ATTEST:

SAFETY LIGHT CORPORATION


DAVID JOHN WATTS, Vice President

By  (L.S.)
JOHN T. MILLER, President

SECURITY AGREEMENT

This Security Agreement is made this 24th day of May, 1982, between USR INDUSTRIES, INC., a Delaware corporation, having offices at Suite 217, 2203 Timberloch Place, The Woodlands, Texas 77380 ("Secured Party"), SAFETY LIGHT CORPORATION, a Delaware corporation, having offices at 4150 A Old Berwick Road, Bloomsburg, Pennsylvania ("Safety Light"), and LIME RIDGE INDUSTRIES, INC., a Pennsylvania corporation having offices at 4150 A Old Berwick Road, Bloomsburg, Pennsylvania ("Lime Ridge").

RECITALS:

A. Concurrently with the execution hereof, the following has transpired:

(i) Secured Party has sold to Lime Ridge, pursuant to the terms of a Stock Purchase Agreement, of this date, all of the issued and outstanding shares of capital stock ("Shares") of Safety Light Corporation, a Delaware corporation.

(ii) Lime Ridge has executed and delivered to Secured Party its promissory note ("Note"), in the principal sum

Exhibit D

of Three Hundred Fifteen Thousand (\$315,000) Dollars, which Note evidences its obligation to pay the deferred portion of the purchase price for the Shares;

(iii) Safety Light has executed and delivered to Secured Party a Guaranty of Payment ("Guaranty"), pursuant to which it has guaranteed payment of the obligations of Lime Ridge under the Note.

B. Secured Party is unwilling to sell the Shares to Lime Ridge unless Safety Light secures its obligations to guaranty by granting to Secured Party a security interest in the collateral more fully described herein, and unless Lime Ridge secures its obligations under the Note by granting to Secured Party a security interest in the collateral more fully described herein.

C. As provided for in the Stock Purchase Agreement, Lime Ridge has covenanted that it will, within 90 days from the date hereof, merge Lime Ridge into Safety Light, with Safety Light being the surviving corporation.

NOW, THEREFORE, in consideration of the Recitals, and

the mutual covenants herein contained, the parties hereto agree as follows:

1. Granting of Security Interests

1.1 (a) As collateral security for (i) the obligations of Safety Light to guarantee to Secured Party the "Obligations to Industries" (as that term is defined in the Guaranty) and (ii) all costs and expenses incurred and/or paid by the Secured Party in enforcing its rights pursuant to the Guaranty and this Agreement, Safety Light hereby grants, pledges, transfers, assigns and sets over unto Secured Party a security interest in the Collateral (as hereinafter defined).

(b) As collateral security for (i) the due and punctual payment of the Note and any and all increases, extensions, renewals, substitutions and changes in the form thereof; (ii) the full, prompt and unconditional performance of all obligations, covenants, warranties, representations, promises and liabilities of Lime Ridge pursuant to the Stock Purchase Agreement, the Note, this Agreement, and any other agreement executed and/or delivered by Lime Ridge in connection with the transactions contemplated by the Stock Purchase Agreement; and (iii) all

costs and expenses incurred and/or paid by Secured Party in enforcing its rights pursuant to the Note, Stock Purchase Agreement, and this Agreement, Lime Ridge hereby grants, pledges, transfers, assigns and sets over unto Secured Party a security interest in the Collateral (as hereinafter defined).

(c) The obligations secured hereby are sometimes hereinafter collectively referred to as the "Obligations".

1.2. The term "Collateral" shall mean all of Lime Ridge's and/or Safety Light's right, title and interest in the Equipment (as hereinafter defined), the Inventory (as hereinafter defined), and the Accounts Receivable (as hereinafter defined), together with all proceeds and products of the same.

1.3. (a) The term "Equipment" shall mean, in addition to the definition thereof contained in the Uniform Commercial Code of the Commonwealth of Pennsylvania, all equipment, machinery, fixtures, and all other tangible assets, all replacements, repairs, modifications, alterations, additions, controls and operating accessories therefor, all substitutions and replacements therefor, and all accessions and additions thereto and products and proceeds of the foregoing, whether now owned or

hereafter acquired by Safety Light and/or Lime Ridge.

(b) The term "Inventory" shall mean, in addition to the definition thereof contained in the Uniform Commercial Code of the Commonwealth of Pennsylvania, all goods, merchandise, or other personal property held by Lime Ridge and/or Safety Light for sale or lease or to be furnished under contracts of service or which have been so furnished, all labels and other devices, names, or marks affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof, all right, title and interest of Lime Ridge and/or Safety Light therein, all raw materials, work or goods in process or materials and supplies of every nature used, consumed or to be consumed in Lime Ridge's and/or Safety Light's business, all packaging and shipping materials and proceeds and products of any of the foregoing, whether now owned or hereafter acquired by Lime Ridge and/or Safety Light.

(c) The term "Accounts Receivable" shall mean in addition to the definition thereof contained in the Uniform Commercial Code of the Commonwealth of Pennsylvania, any and all obligations of any kind at any time due and/or owing to Lime Ridge and/or Safety Light and all rights of either of them to

receive payment or any other consideration (whether classified under the Uniform Commercial Code of the Commonwealth of Pennsylvania or any other state, as accounts, contract rights, chattel paper, general intangibles, or otherwise) including, without limitation, invoices, contract rights, accounts receivable, general intangibles, choses in action, notes, drafts, acceptances, instruments and all other debts, obligations and liabilities in whatever form owing to Lime Ridge and/or Safety Light from any person, firm, governmental authority, corporation, or any other entity, or security therefor, and all of their rights to goods sold (whether delivered, undelivered, in transit or returned), which may be represented thereby, whether now existing or hereafter arising, together with all proceeds and products of any and all of the foregoing.

2. Affirmative Covenants

Until payment in full of all Obligations, Lime Ridge and Safety Light covenant and agree that they will:

2.1. Promptly pay when due all indebtedness, sums and liabilities of any kind now or hereafter owing by either of them to any party however created, incurred, evidenced, acquired,

arising or payable, including without limitation the Obligations, income and excise taxes and taxes with respect to any of the Collateral, or any wages or salaries paid by either of them or otherwise.

2.2. Observe, perform and comply with the covenants, terms and conditions of this Agreement, the Stock Purchase Agreement, Note, and any other agreement or document entered into between either of them and the Secured Party in connection with the transactions contemplated by the Stock Purchase Agreement.

2.3. Maintain and preserve, and cause any subsidiary to maintain and preserve, in full force and effect, their corporate existence and rights, franchises, licenses, and qualifications necessary to continue its business, and comply with all applicable statutes, rules and regulations pertaining to the operation, conduct and maintenance of its existence and business.

2.4. Furnish to Secured Party:

(a) ~As soon as delivered to any other creditor of Safety Light and/or Lime Ridge, but in no event later than forty-five (45) days after the end of each of their quarterly fiscal

periods except the fourth, their respective balance sheets as at the end of such period, and their respective cumulative income and surplus statement for the period beginning on the first day of such fiscal year and ended on the date of such balance sheet, all in reasonable detail, all prepared in accordance with generally accepted accounting principles consistently applied, and all certified by their chief financial officers.

(b) As soon as delivered to any other creditor of Safety Light and/or Lime Ridge, but in no event later than ninety (90) days after the end of each of their respective fiscal years, their respective balance sheets as at the end of such year, and their income and surplus statements for such fiscal year, all in reasonable detail, all prepared in accordance with generally accepted accounting principles consistently applied, and all certified by their respective officers and directors which certification shall be in form substantially similar to that executed and delivered by Secured Party to its independent certified public accountants in connection with such accountants auditing of the books and records of Secured Party.

2.5. At any time and from time to time, upon request of Secured Party, give representatives of Secured Party access dur-

ing normal business hours to, and permit any of them to examine, audit, copy or make extracts from, any and all books, records, and documents in the possession of Safety Light and/or Lime Ridge relating to their respective affairs, and to inspect any of their property wherever located.

2.6. Comply with all applicable laws, rules, regulations and orders of any governmental authority, compliance with which is necessary to maintain their respective corporate existence, the conduct of their business or non-compliance with which would materially adversely affect their ability to perform the Obligations or any security given, to Secured Party to secure the Obligations.

2.7. (a) Cause to be maintained, in full force and effect on all property given as collateral security for all Obligations, insurance against such risks as is satisfactory to Secured Party, including, without limitation, fire, theft, burglary, pilferage, loss in transit and hazard insurance. Said insurance policy or policies shall:

(i) be in amounts not less than the greater of (A) \$200,000 or (B) such amount

which will preclude Safety Light and/or Lime Ridge from being a co-insurer within the terms of the applicable policies;

(ii) be in a form and with insurers which are reasonably satisfactory to Secured Party;

(iii) designate Secured Party and its assignees as additional loss payees as their interests shall from time to time appear;

(iv) contain a "breach of warranty" clause whereby the insurer agrees that a breach of the insuring conditions or any negligence by Safety Light and/or Lime Ridge or any other person shall not invalidate the insurance as to the Secured Party and its assigns;

(v) provide that they may not be cancelled or materially altered without thirty

(30) days' written notice to Secured Party and its assigns; and

(vi) upon demand, be delivered to Secured Party.

(b) Obtain such additional insurance as Secured Party may require.

(c) In the event of loss or damage forthwith notify Secured Party and file proofs of loss with the appropriate insurers. Lime Ridge and Safety Light hereby authorize Secured Party to endorse any checks or drafts constituting insurance proceeds.

2.8. Maintain all property in which Secured Party has been granted a security interest hereunder as collateral security for any Obligations in good condition and repair at all times, preserve it against any loss, damage or destruction of any nature whatsoever relating to said property or its use, and keep said property free and clear of any liens and encumbrances whatsoever, except those liens and encumbrances created or permitted pursuant hereto.

2.9. At any time and from time to time upon request of Secured Party, execute and deliver such further documents and do such other acts and things as Secured Party may reasonably request in order to effectuate more fully the purposes of this Agreement.

2.10. In the event of the occurrence of an Event of Default, pay any and all legal fees, expenses and disbursements reasonably and necessarily incurred by or on behalf of the Secured Party in connection with the transactions contemplated by this Agreement.

2.11. At all time keep accurate and complete records of the Collateral.

3. Negative Covenants

Until payment in full of all Obligations, Safety Light and Lime Ridge covenant and agree that they will not:

3.1. Consolidate with, merge with, or acquire the stock or assets of any person, firm, joint venture, partnership, cor-

poration or any other entity, whether by merger, consolidation, purchase of stock or otherwise except for the merger of Safety Light with Line Ridge.

3.2. Sell, lease or otherwise dispose of any or all of their assets or property, other than (i) the sale or lease of the Inventory in the ordinary course of business or (ii) the sale or disposition of Equipment, provided that such Equipment is replaced with Equipment of like value (there being subtracted from said value, the amount of any purchase money security interest granted in connection with Line Ridge's or Safety Light's acquisition of the same).

3.3. Incur, create or permit to exist any mortgage, assignment, pledge, hypothecation, security interest, lien or other encumbrance on any of their property or assets, whether now owned or hereafter acquired, except for (i) those liens in favor of Secured Party created by this Agreement and (ii) purchase money security interests granted in connection the purchase of Equipment.

3.4. Incur, create, assume or permit to exist any indebtedness or liability on account of either borrowed money or

the deferred purchase price of property in excess, at any point in time, of \$50,000.

3.5. Make loans to any person, firm or entity.

3.6. Assume, guarantee, endorse, contingently agree to purchase or otherwise become liable upon the obligations of any firm or entity.

3.7. Remove, or cause, or permit to be removed, without Secured Party's prior written consent, any of their property or assets from those premises set forth on Schedule 1 attached hereto, except for sales of inventory in the ordinary course of its business and except for the sale or disposition of Equipment if replaced with Equipment of like value.

3.8. Sell, assign, transfer, discount, settle, compromise or otherwise dispose of any Accounts Receivable or any promissory note payable to either of them with or without recourse, except for collection without recourse in the ordinary course of business.

3.9. Declare or pay any cash dividend or make cash

distributions on or redeem, retire or otherwise acquire directly or indirectly, any share of their stock without the prior written consent of Secured Party.

3.10. Materially change or alter the nature of their respective business.

3.12. Change the location of their principal place of business and/or place where their books and records are maintained, without the prior written consent of the Secured Party.

3.13. Cause, suffer, or permit Net Working Capital (as hereinafter defined) to be or become less than _____ (\$ _____) Dollars. The term "Net Working Capital" shall mean as of the time of any determination thereof, the amount, determined in accordance with generally accepted accounting principles, applied on a consistent basis, by which the current assets of Safety Light (and after the merger of Safety Light and Lime Ridge, of the survivor thereof) exceed its current liabilities.

3.14. Cause, suffer or permit Tangible Net Worth (as hereinafter defined) to be or become less than _____

_____ (\$_____) Dollars. The term "Tangible Net Worth" shall mean as of the time of any determination thereof, the difference between (A) the sum of (i) the par value (or value stated on the books of the Debtor) of the capital stock of all classes of Debtor, plus (or minus in case of a deficit) (ii) the amount of the surplus, whether capital or earned, of Debtor and its subsidiaries, less (B) the sum of treasury stock, unamortized debt discount and expense, goodwill, trademarks, trade names, patents, deferred charges and other intangible assets and any write-up of the value of any assets, all as determined in accordance with generally accepted accounting principles, applied on a consistent basis. The term "Debtor" as used herein shall mean, prior to the merger of Safety Light with Lime Ridge, Safety Light, and subsequent to the aforesaid merger, the survivor of such merger.

4. Events of Default

The occurrence of any of the following shall constitute an Event of Default hereunder:

4.1. If Lime Ridge and/or Safety Light fails to make, when due, any payment required by this Agreement, the Note, the

Stock Purchase Agreement or any other document and/or instrument executed and/or delivered by either of them in connection with the transactions contemplated by the Stock Purchase Agreement.

4.2. If Lime Ridge and/or Safety Light fails to observe or perform any covenant, term or condition of this Agreement, the Note, the Stock Purchase Agreement, or any other document and/or instrument executed and/or delivered by either of them in connection with the transactions contemplated by the Stock Purchase Agreement.

4.3. The occurrence of any default on any of the Obligations, or any default on any other loans made to Lime Ridge or Safety Light by third parties.

4.4. If Lime Ridge and/or Safety Light ceases to do business as a going concern, or there is filed by or against either of them any petition with respect to their own financial condition under any bankruptcy law or any amendment thereto including, without limitation a petition for reorganization, arrangement or extension, or under any other insolvency laws providing for the relief of debtors.

4.5. A receiver, trustee, conservator or liquidator is appointed for Lime Ridge and/or Safety Light, or all or a substantial part of their assets; or either of them shall be adjudicated bankrupt, insolvent or in need of any relief provided for debtors by any court.

4.6. If any judgment or judgments (except those covered by insurance), or any levy, sequestration, or attachment, which in the aggregate exceeds \$10,000, against Lime Ridge and/or Safety Light or their property, remains unpaid, undischarged, unsatisfied, unbonded or undismissed for a period of thirty (30) days after they have received notification of the entry thereof.

4.7. If there occurs any change in the condition or affairs, financial or otherwise, of Safety Light and/or Lime Ridge or of any endorser, guarantor or surety for the liability of either of them to Secured Party which in the opinion of Secured Party impairs Secured Party's security or increases its risk.

4.8. If at any time less than 100% of the issued and outstanding voting stock of Lime Ridge shall not be owned by John T. Miller, Charles R. White and/or David John Watts, or an entity

in which such persons own 100% of the issued and outstanding stock.

4.9. The liquidation and/or dissolution of Lime Ridge or Safety Light, except pursuant to the merger of Safety Light with Lime Ridge.

4.10. The occurrence of a default or Event of Default under the Note.

5. Remedies

5.1. (a) Upon the occurrence of an Event of Default the total amount (the "Default Amount") of (i) the aggregate amount of all Obligations for principal and interest, including late charges thereon, and other sums which are then due and unpaid; and (ii) an amount equal to the aggregate amount of all principal remaining to be repaid on all Obligations; (iii) interest on the foregoing sums at the rate of Eighteen (18%) per cent per annum from said occurrence until paid in full shall, at the option of Secured Party, become immediately due and payable without notice or demand; and

(b) Secured Party may forthwith give written notice to Safety Light and/or Lime Ridge, whereupon they shall, at their expense, promptly deliver any and all Collateral to such place as Secured Party may designate, or Secured Party shall have the right to enter upon the premises where the Collateral is located and take immediate possession of and remove the Collateral without liability to Safety Light and/or Lime Ridge except such as is occasioned by the gross negligence of Secured Party, its employees or agents. In the event Secured Party obtains possession of the Collateral, Secured Party may sell any or all of the Collateral at public or private sale, at such price or prices as Secured Party may deem best, either for cash, on credit, or for future delivery, in bulk or in parcels, and/or lease or retain Collateral repossessed using it or keeping it idle. Secured Party may also elect to retain the Collateral or any part thereof in satisfaction of the Obligations. The proceeds, if any, of any such sale or leasing by Secured Party shall be applied: First, to the payment of all fees and expenses incurred by Secured Party as a result of such Events of Default, including, without limitation, any legal fees and expenses incurred in repossessing the Collateral and selling and/or leasing it; Second, to pay the Default Amount to the extent not previously paid by Safety Light and/or Lime Ridge; and Third, to pay any

excess remaining to Safety Light and/or Lime Ridge.

5.2. At all times prior and subsequent to an Event of Default and in addition to the foregoing, the Secured Party shall be entitled to all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Pennsylvania, with respect to all Collateral given pursuant to the terms of this Agreement.

5.3. No remedy referred to herein is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to above or otherwise available to Secured Party at law or in equity. No express or implied waiver by Secured Party of any default or Event of Default shall in any way be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of Secured Party in exercising any rights granted hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by Secured Party or any other right provided herein. Secured Party shall be under no obligation to proceed against any or all of the Collateral before in-

stituting proceedings against Lime Ridge under the Note or against Safety Light under the Guaranty.

5.4. Secured Party shall be under no obligation whatsoever to proceed first against any of the Collateral (or any other collateral given by any other party to secure the Obligations) before proceeding against any other Collateral. It is understood and agreed that all Collateral stands as equal security for all Obligations, and that Secured Party shall have the right to proceed against any or all of the Collateral in any order, simultaneously, as it, in its sole discretion, shall determine.

6. Other Charges to be Paid to Secured Party

In addition to the principal and interest of the Obligations, Safety Light and Lime Ridge shall pay to Secured Party, upon demand, together with interest at the rate of Eighteen (18%) per cent per annum from the date when incurred or advanced by Secured Party until repaid by them, all costs, expenses or other sums incurred or advanced by Secured Party to preserve, collect, protect its interest in or realize on the Collateral, and to enforce Secured Party's rights as against Safety Light and/or

Line Ridge, any account debtor or guarantor, or in the prosecution or defense of any action or proceeding related to the subject matter of this Agreement. All such expenses, costs and other sums shall be deemed secured by the Collateral.

7. Miscellaneous Rights of Secured Party

7.1. At any time after an Event of Default hereunder Secured Party may notify the account debtors on any of the Accounts Receivable to make payments directly to Secured Party, and Secured Party may endorse all items of payment received by it which are payable to Safety Light and/or Line Ridge. Safety Light and Line Ridge, at the request of Secured Party, shall notify the account debtors of Secured Party's security interest in their Accounts Receivable.

7.2. At all times prior and subsequent to an Event of Default hereunder, Secured Party shall be entitled to all the rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in Pennsylvania, with respect to all Collateral.

7.3. At all times subsequent to an Event of Default

hereunder, Secured Party may take any and all action which in its sole discretion is necessary and proper to preserve its interest in the Collateral, including, without limitation, the payment of debts which might, in Secured Party's sole discretion, impair the Collateral or Secured Party's security interest therein, purchasing insurance on the Collateral, repairing the Collateral, or paying taxes or assessments thereon, and the sums so expended by Secured Party shall be deemed secured by the Collateral, shall be added to the amount of the Obligations due Secured Party, and shall be payable on demand with interest at the rate of Eighteen (18%) per cent per annum from the date expended by Secured Party and until repaid.

7.4. From and after an Event of Default, Secured Party is authorized to notify the postal authorities to deliver all mail, correspondence or parcels addressed to Safety Light and/or Lime Ridge to Secured Party at such address as Secured Party may direct.

8. Further Assurances

8.1. Safety Light and Lime Ridge shall take such steps and execute and deliver such financing statements and other docu-

ments all in form and substance satisfactory to Secured Party relating to the creation, validity, or perfection of the security interest provided for herein, under the Uniform Commercial Code or any other laws of the Commonwealth of Pennsylvania or of any other state or states as Secured Party may from time to time require.

8.2. Secured Party is hereby irrevocably appointed by Safety Light and Lime Ridge as their lawful attorney and agent in fact to execute financing statements and other documents and agreements as Secured Party may deem necessary for the purpose of perfecting any security interest, mortgages or liens under any applicable law. Further, Secured Party is hereby authorized to file on behalf of Safety Light and/or Lime Ridge, in their name, and at their expense, such financing statements, documents or agreements in any appropriate governmental office. Secured Party shall give Safety Light and/or Lime Ridge notice of any filings made hereunder. In addition, Safety Light and Lime Ridge hereby grant a power of attorney to Secured Party to endorse their names on checks, notes, acceptances, drafts, and any other instruments requiring their endorsement, to change the address where their mail should be sent and to open all mail. The powers of attorney granted to Secured Party in this Agreement are coupled with an

interest and are irrevocable so long as this Agreement is in force.

9. Miscellaneous

9.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators and executors.

9.2. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

9.3. Section headings contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

9.4. This Agreement may not be modified, changed, amended or terminated except in writing, signed by the parties hereto.

9.5. Any notification of a sale or other disposition of Collateral, or any other acts by Secured Party required to be given by Secured Party, shall be sufficiently given if given not

less than three (3) days prior to the dates on which such sales or other disposition would be made, and such notification shall be deemed commercially reasonable notice.

IN WITNESS WHEREOF the parties hereto have, by their duly authorized corporate officers, executed this Agreement the day and year first above written.

ATTEST:

USR INDUSTRIES, INC.

By *J. Wilbur*

By *Ralph T. McGovern*

ATTEST:

'SAFETY LIGHT CORPORATION

By *David John Watts*
DAVID JOHN WATTS, Vice President

By *John T. Miller*
JOHN T. MILLER, President

ATTEST:

LIME RIDGE INDUSTRIES, INC.

By *David John Watts*
DAVID JOHN WATTS, Vice President

By *John T. Miller*
JOHN T. MILLER, President

SECRETARY'S CERTIFICATE

The undersigned, being the duly elected Secretary of USR Industries, Inc., a corporation formed pursuant to the laws of the State of Delaware, does hereby certify that the following resolutions were adopted by the Board of Directors of said corporation by unanimous consent in lieu of the holding of a special meeting of the Corporation's Board Of Directors, which resolutions remain in full force and effect as of the date hereof without modification or amendment in any respect:

RESOLVED, that the Corporation sell to Lime Ridge Industries, Inc., a Pennsylvania corporation, pursuant to and in accordance with the terms of a Stock Purchase Agreement, in substantially the same form as that submitted to and reviewed by all of the Corporation's directors, all of the issued and outstanding shares of capital stock of Safety Light Corporation, a Delaware corporation owned by the Corporation.

RESOLVED, that the Assistant Treasurer, Secretary, and President of this Corporation be and they hereby are authorized and directed on behalf of the Corporation to take all steps necessary and appropriate to consummate and effect the aforesaid stock sale pursuant to the terms of the Stock Purchase Agreement and in that regard, to execute all documents appropriate thereto.

The undersigned hereby further certifies as follows:

1. That the following are true and correct specimens of the signatures of:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Ralph T. McElvenny, Jr.	President	<i>Ralph T. McElvenny Jr</i>
William C. Kaltnecker	Secretary	<i>W. C. Kaltnecker</i>
William E. Criqui	Assistant Treasurer	<i>William E. Criqui</i>

2. The above-mentioned officers are, as of the date hereof, duly elected and qualified and acting as officers of the Corporation, holding the offices set opposite their names above.

3. The above-mentioned officers are duly authorized to execute and deliver any and all documents necessary for or relating to the aforesaid transactions and to take any and all actions on behalf of this Corporation in connection with the transactions and documents contemplated by the foregoing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of the Corporation as of the 24 day of May, 1982

W. C. Kaltnecker
Secretary

UNANIMOUS CONSENT OF DIRECTORS

OF

USR INDUSTRIES, INC.

*** * * * ***

The undersigned, being all of the directors of
USR Industries, Inc., a Delaware corporation, hereby take
the following action by unanimous consent in lieu of hold-
ing a special meeting of the Corporation's Board of Directors:

RESOLVED, that the Corporation
sell to Lime Ridge Industries, Inc., a
Pennsylvania corporation, pursuant to and
in accordance with the terms of a Stock
Purchase Agreement, in substantially the
same form as that reviewed by all of the
Corporation's directors, all of the issued
and outstanding shares of capital stock of
Safety Light Corporation, a Delaware cor-
poration, owned by the Corporation.

RESOLVED, that the Assistant
Secretary, Secretary and President of this
Corporation be and they hereby are autho-
rized and directed on behalf of the Corpora-
tion to take all steps necessary and appro-
priate to consummate and effect the afore-
said stock sale pursuant to the terms of
the Stock Purchase Agreement and in that
regard, to execute all documents appro-
priate thereto.

The undersigned, by affixing their signatures hereto

this 24th day of May, 1982, do hereby consent to,
authorize and approve the foregoing resolutions in their
capacity of all of the directors of USR Industries, Inc.


BRIAN P. BURNS

JOSEPH KOSTRZEWA


RALPH T. McELVENNY, JR.

DATED: May 24, 1982

UNANIMOUS CONSENT OF DIRECTORS

OF

USR INDUSTRIES, INC.

*** * * * ***

The undersigned, being all of the directors of
USR Industries, Inc., a Delaware corporation, hereby take
the following action by unanimous consent in lieu of hold-
ing a special meeting of the Corporation's Board of Directors:

RESOLVED, that the Corporation
sell to Lime Ridge Industries, Inc., a
Pennsylvania corporation, pursuant to and
in accordance with the terms of a Stock
Purchase Agreement, in substantially the
same form as that reviewed by all of the
Corporation's directors, all of the issued
and outstanding shares of capital stock of
Safety Light Corporation, a Delaware cor-
poration, owned by the Corporation.

RESOLVED, that the Assistant
Treasurer, Secretary and President of this
Corporation be and they hereby are autho-
rized and directed on behalf of the Corpora-
tion to take all steps necessary and appro-
priate to consummate and effect the afore-
said stock sale pursuant to the terms of
the Stock Purchase Agreement and in that
regard, to execute all documents appro-
priate thereto.

The undersigned, by affixing their signatures hereto

this 24th day of Nov , 1982, do hereby consent to,
authorize and approve the foregoing resolutions in their
capacity of all of the directors of USR Industries, Inc.

BRIAN P. BURNS



JOSEPH KOZTRZEWA



RALPH T. McELVENNY, JR.

DATED: Nov 24 , 1982

UNANIMOUS CONSENT OF DIRECTORS

OF

USR INDUSTRIES, INC.

*** * * * ***

The undersigned, being all of the directors of
USR Industries, Inc., a Delaware corporation, hereby take
the following action by unanimous consent in lieu of hold-
ing a special meeting of the Corporation's Board of Directors:

RESOLVED, that the Corporation
sell to Lime Ridge Industries, Inc., a
Pennsylvania corporation, pursuant to and
in accordance with the terms of a Stock
Purchase Agreement, in substantially the
same form as that reviewed by all of the
Corporation's directors, all of the issued
and outstanding shares of capital stock of
Safety Light Corporation, a Delaware cor-
poration, owned by the Corporation.

RESOLVED, that the Assistant
Treasurer, Secretary and President of this
Corporation be and they hereby are autho-
rized and directed on behalf of the Corpora-
tion to take all steps necessary and appro-
priate to consummate and effect the afore-
said stock sale pursuant to the terms of
the Stock Purchase Agreement and in that
regard, to execute all documents appro-
priate thereto.

The undersigned, by affixing their signatures hereto

this 24th day of May, 1982, do hereby consent to,
authorize and approve the foregoing resolutions in their
capacity of all of the directors of USR Industries, Inc.

BRIAN P. BURNS

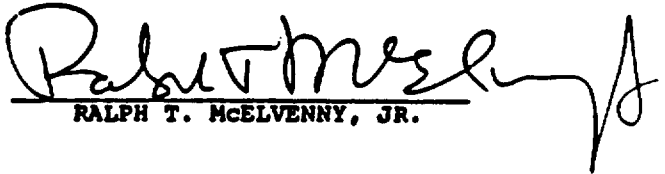
JOSEPH KOSTRZEWA



RALPH T. McELVENNY, JR.

DATED: May 24, 1982

I hereby resign as a director of
Safety Light Corporation, which resignation is
effective immediately.


RALPH T. MCELVENNY, JR.

DATED: May 24 , 1982

Uniform Commercial Code - FINANCING STATEMENT - Form UCC-1

IMPORTANT - Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

Page 1 of 4 No. of Additional Sheets Presented: 3

Security Date

1. Debtor (Last Name First and Addressed):

SAFETY LIGHT CORPORATION
LIME RIDGE INDUSTRIES, INC.
4150 & 4150-A Old Berwick
Road, Bloomsburg, PA 17815
respectively

2. Secured Party(ies): Name(s) and Address(es):

USR INDUSTRIES, INC.

~~900-240~~

~~Now is located at~~

Suite 217, 3203 Timberlake Place
The Woodlands, Texas 77380

3. Supplier(s):

4. For Filing Office: Date, Time No., Filing Office

5. This Financing Statement covers the following types for items of property:

All of the Debtors' right, title and interest in the equipment (as hereinafter defined), the Inventory (as hereinafter defined) and in the Accounts Receivable (as hereinafter defined).

6. Assignment of Secured Party and Address(es)

See additional sheets attached hereto & made part hereof

7. Proceeds -

8. Proceeds of the Collateral are also covered.

9. The described goods are growing or to be grown on -
The described goods are or are to be affixed to -
10. Describe Real Estate Here:

11. Describe Real Estate Here:

12. Name(s) of Record Owner(s):

No. & Street

Town or City

County

Section

State

Lot

13. This statement is filed without the debtor's signature to perfect a security interest in collateral (where appropriate here)

☐ already subject to a security interest in another jurisdiction when it was brought into this state, or

☐ continuation of the original collateral described above in which a security interest was perfected:

SAFETY LIGHT CORPORATION

BY *John V. Miller* *David J. Miller*

LIME RIDGE INDUSTRIES, INC.

BY *John V. Miller* *David J. Miller*

Signature of Debtor(s)

USR INDUSTRIES, INC.

BY *Robert T. McElvany*

Signature of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 - Approved by the Secretary of the Commonwealth of Pa.

Uniform Commercial Code—ADDITIONAL SHEET—Form DSCB:UCC-8a (Rev. 11-72) Page **2**
 Important: Read Instructions

1. Debtor: (Print full name, firm, and address—see SAFETY LIGHT CORPORATION LIME RIDGE INDUSTRIES, INC. 4150 & 4150-A Old Berwick Road, Bloomsburg, PA 17815 respectively	2. Secured Party: (Print name and address—see) USR INDUSTRIES, INC. Box 246 Morristown, NJ	3. For Filing Office
--	---	----------------------

3. This additional sheet covers the following additional types (or items) of property:

1. The "Equipment" shall mean, in addition to the definition thereof contained in the Uniform Commercial Code of the Commonwealth of Pennsylvania, all equipment, machinery, fixtures, and all other tangible assets, all replacements, repairs, modifications, alterations, additions, controls and operating accessories therefor, all substitutions and replacements therefor, and all accessions and additions thereto and products and proceeds of, the foregoing, whether now owned or hereafter acquired by the Debtor.

2. The "Inventory" shall mean, in addition to the definition thereof contained in the Uniform Commercial Code of the Commonwealth of Pennsylvania, all goods, merchandise, or other personal property held by the Debtors for sale or lease or to be furnished under contracts of service or which have been so furnished, all labels and other devices, names, or marks affixed thereto for purposes of selling

Uniform Commercial Code—ADDITIONAL SHEET—Form DSCB-UCC-8a (Rev. 11-72) , Page 3 of 4
Important: Read Instructions.

2 Debtors (List Name First and Address) SAFETY LIGHT CORPORATION LIME RIDGE INDUSTRIES, INC. 4150 & 4150-A Old Berwick Road, Bloomsburg, PA 17815 respectively	3 Secured Parties (List Name and Address) USR INDUSTRIES, INC. Box 246 Morristown, NJ	4 For Filing Office
---	--	---------------------

5 This additional sheet covers the following additional types (or items) of property:

2 continued.....

or identifying the same or the seller or manufacturer thereof, all right, title and interest of the Debtors therein, all raw materials, work or goods in process or materials and supplies of every nature used, consumed or to be consumed in the Debtors' business, all packaging and shipping materials and proceeds and products of any of the foregoing, whether now owned or hereafter acquired by the Debtors.

3. The "Accounts Receivable" shall mean in addition to the definition thereof contained in the Uniform Commercial Code of the Commonwealth of Pennsylvania, any and all obligations of any kind at any time due and/or owing to Debtors and all rights of Debtors to receive payment or any other consideration (whether classified under the Uniform Commercial Code of the Commonwealth of Pennsylvania

Uniform Commercial Code—ADDITIONAL SHEET—Form DSCB:UCC-9a (Rev. 11-72) Page 6
Important Read Instructions

<p>1 Debtor's Name (Print and Address) SAFETY LIGHT CORPORATION LIME RIDGE INDUSTRIES, INC. 4150 & 4150-A Old Berwick Road, Bloomsburg, PA 17815 respectively</p>	<p>2 Secured Party(ies) (Name(s) and Address(es)) USR INDUSTRIES, INC. Box 246 Morristown, NJ</p>	<p>3 Filing Office</p>
---	---	------------------------

4 This additional sheet covers the following additional types (or items) of property:

3 continued.....

or any other state, as accounts, contract rights, chattel paper, general intangibles, or otherwise) including, without limitation, invoices, contract rights, accounts receivable, general intangibles, choses in action, notes, drafts, acceptances, instruments and all other debts, obligations and liabilities in whatever form owing to Debtor from any person, firm, governmental authority, corporation, or any other entity, or security therefor, and all of its rights to goods sold (whether delivered, undelivered, in transit or returned), which may be represented thereby, whether now existing or hereafter arising, together with all proceeds and products of any and all of the foregoing.

SAFETY LIGHT CORPORATION

**Sale by USR Industries, Inc.
of
Shares of Capital Stock
to
Lime Ridge Industries, Inc.**

1. **Stock Purchase Agreement between USR Industries, Inc. and Lime Ridge Industries, Inc.**

Exhibits to Stock Purchase Agreement:

2. **Promissory Note of Lime Ridge Industries, Inc.**
3. **Pledge and Escrow Agreement**
4. **Guaranty of Payment by Safety Light Corporation**
5. **Security Agreement by Safety Light Corporation and Lime Ridge Industries, Inc.**
6. **Secretary's Certificate of USR Industries, Inc.**
7. **Resolution of Directors of USR Industries, Inc.**
8. **Resignation of Director of Safety Light Corporation.**
9. **UCC-1 Financing Statements**
10. **Assignment of Lease between USR Metals, Inc. and Safety Light Corporation**
11. **Secretary's Certificate of Lime Ridge Industries, Inc.**
12. **Secretary's Certificate of Safety Light Corporation**
13. **Safety Light Corporation Stock Certificate No. 1**
14. **Safety Light Corporation Stock Certificate No. 2**
15. **Lease between Safety Light Corporation and Metreal Corporation, as landlord, and USR Metals, Inc., as tenant**
16. **Good Standing Certificate for Lime Ridge Industries, Inc.**

ASSIGNMENT OF LEASE

USR METALS, INC., a corporation with an office at 4150 Old Berwick Road, Bloomsburg, Pennsylvania, for and in consideration of the sum of ONE (\$1.00) DOLLAR, does hereby assign, sell and convey to SAFETY LIGHT CORPORATION, a corporation with an office at 4150 Old Berwick Road, Bloomsburg, Pennsylvania, all the right, title and interest it may have in a certain Lease dated October 1, 1980, Lease No. 57-2037-1-163, with the United States of America, as renewed, a copy of which is attached hereto and made a part of this Assignment.

/ USR METALS, INC.

ATTEST:

Dawn R. Carter
Secretary

By *W. E. [Signature]*
President

SECRETARY'S CERTIFICATE

The undersigned, being the duly elected Secretary of Lime Ridge Industries, Inc., a corporation formed pursuant to the laws of the Commonwealth of Pennsylvania, does hereby certify that the following resolutions were adopted by the Board of Directors of said corporation by unanimous consent in lieu of the holding of a special meeting of the Corporation's Board of Directors, which resolutions remain in full force and effect as of the date hereof without modification or amendment in any respect:

RESOLVED, that the corporation enter into a stock Purchase Agreement with USR INDUSTRIES, INC. for the purchase of all of the issued and outstanding common capital stock of SAFETY LIGHT CORPORATION, a Delaware corporation, pursuant to and in accordance with the terms of a Stock Purchase Agreement, in the same form as that submitted to and reviewed by all of the Directors of LIME RIDGE INDUSTRIES, INC. for a total purchase price and consideration of THREE HUNDRED FIFTY THOUSAND (\$350,000.00) DOLLARS and subject to and pursuant to the terms and provisions of the said Stock Purchase Agreement, a copy of which is incorporated into the Minutes of this meeting by reference, the same as though the said Stock Purchase Agreement had been incorporated herein verbatim.

RESOLVED, that the President, Vice President and other officers of LIME RIDGE INDUSTRIES, INC. are hereby authorized and directed on behalf of LIME RIDGE INDUSTRIES, INC. to take all steps necessary and appropriate and to execute all documents reasonably necessary to consummate and effect the aforesaid Stock Purchase Agreement and such other documents and instruments as shall be reasonably required in pursuance of the requirements of the said Stock Purchase Agreement, Promissory Note, Escrow Agreement, Security Agreement, UCC-1 Forms and all other instruments and documents reasonably required incident to the consummation of the Stock Purchase Agreement and all of the terms and provisions thereof.

RESOLVED, that the President and Secretary of LIME RIDGE INDUSTRIES, INC. are hereby authorized, empowered and directed to act on behalf of this corporation as the shareholders of SAFETY LIGHT CORPORATION to cause the reorganization of the said SAFETY LIGHT CORPORATION by the election of John T. Miller, David John Watts and C. Richter White as Directors of SAFETY LIGHT CORPORATION and to direct the said Directors to elect John T. Miller President and Treasurer of SAFETY LIGHT CORPORATION; David John Watts as Vice President and Secretary of SAFETY LIGHT CORPORATION; and C. Richter White as Vice President of SAFETY LIGHT CORPORATION.

PAGE TWO

RESOLVED, that the officers and directors of LIME RIDGE INDUSTRIES, INC. shall direct and use their best efforts to cause the officers and directors of SAFETY LIGHT CORPORATION to enter into a Security Agreement, a Guaranty Agreement, UCC-1 Forms and such other instruments and documents as shall be reasonably required as collateral security for the Stock Purchase Agreement by LIME RIDGE INDUSTRIES, INC. purchasing and acquiring the common capital stock of SAFETY LIGHT CORPORATION pursuant to the said Stock Purchase Agreement.

The undersigned hereby further certifies as follows:

1. That the following are true and correct specimens of the signatures of:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
JOHN T. MILLER	President & Treasurer	<i>John T. Miller</i>
DAVID JOHN WATTS	Vice President & Secretary	<i>David John Watts</i>
C. RICHTER WHITE	Vice President	<i>C. Richter White</i>

2. The above mentioned officers are, as of the date hereof, duly elected and qualified and acting officers of the Corporation, holding the offices set opposite their names above.

3. The above mentioned officers are duly authorized to execute and deliver any and all documents necessary for or relating to the aforesaid transactions and to take any and all actions on behalf of this Corporation in connection with the transactions and documents contemplated by the foregoing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of the Corporation as of the 24th day of May, 1982.

David John Watts

SECRETARY

SECRETARY'S CERTIFICATE

The undersigned, being the duly elected Secretary of Safety Light Corporation, a corporation formed pursuant to the laws of the State of Delaware, does hereby certify that the following Resolutions were adopted by the Board of Directors of said corporation by unanimous consent in lieu of the holding of a special meeting of the Corporation's Board of Directors, which Resolutions remain in full force and effect as of the date hereof without modification or amendment in any respect:

RESOLVED, that the following are hereby elected and designated as officers of SAFETY LIGHT CORPORATION from the date hereof until their respective successor or successors are duly elected and qualified:

John T. Miller - President and Treasurer
David John Watts - Vice President and Secretary
C. Richter White - Vice President

WHEREAS, Lime Ridge Industries, Inc. did, on May 24, 1982, enter into a Stock Purchase Agreement with USR Industries, Inc. for the purchase and acquisition of all of the outstanding common capital stock of Safety Light Corporation, and

WHEREAS, the terms and provisions of the said Stock Purchase Agreement did provide, inter alia, that as collateral security for the obligation of Lime Ridge Industries, Inc. that Safety Light Corporation would guarantee the payment of a Promissory Note payable by Lime Ridge Industries, Inc. to USR Industries, Inc. in the principal debt of THREE HUNDRED FIFTEEN THOUSAND (\$315,000.00) DOLLARS and to further secure the payment of said Note Safety Light Corporation would give and grant a security interest in certain of its equipment and other assets pursuant to the terms of a Security Agreement.

RESOLVED, that Safety Light Corporation execute and deliver unto USR Industries, Inc. a guaranty of payment of the Note of Lime Ridge Industries, Inc. to USR Industries, Inc. in an original principal debt of THREE HUNDRED FIFTEEN THOUSAND (\$315,000.00) DOLLARS, a copy of which said Promissory Note and of the guaranty of payment indenture being appended to these Minutes and made a part hereof.

RESOLVED FURTHER, that Safety Light Corporation, in pursuance of the terms of the said guaranty of payment, execute and deliver unto USR Industries, Inc. a Security Agreement and a security interest in certain of the equipment and assets of Safety Light Corporation as further collateral security for the guaranty of payment by Safety Light Corporation of the Promissory Note and indebtedness of Lime Ridge Industries, Inc. due USR Industries, Inc. A copy of said Security Agreement being appended to these Minutes and made a part hereof.

PAGE TWO

RESOLVED FURTHER, that the President, John T. Miller and the Vice President, David John Watts, of Safety Light Corporation be and are hereby authorized, empowered and directed in the name of Safety Light Corporation to execute the aforerecited guaranty of payment indenture from Safety Light Corporation to USR Industries, Inc. and a Security Agreement pledging a perfected security interest in certain of the assets and equipment of Safety Light Corporation as collateral security for the payment of the Note indebtedness of Lime Ridge Industries, Inc. to USR Industries, Inc. That the President and Vice President of Safety Light Corporation are further authorized, empowered and directed to execute and deliver such additional documents and instruments as may be reasonably required to effectuate the guaranty of payment and the perfection of the security interest in the said equipment and assets as described and enumerated in the said Security Agreement. That the officers of this Corporation are further authorized, empowered and directed to affix unto the execution of said documents the common and corporate seal of Safety Light Corporation.

FURTHER RESOLVED, that Safety Light Corporation, on behalf of its parent, Lime Ridge Industries, Inc., pay to USR Industries, Inc. the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS, being a portion of the down payment due USR Industries, Inc. from Lime Ridge Industries, Inc. for the purchase of Safety Light stock in accordance with the Stock Purchase Agreement and that the President and Treasurer are authorized to pay over said sum from the corporate funds of Safety Light Corporation.

The undersigned hereby further certify as follows:

1. That the following are true and correct specimens of the signatures of:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
JOHN T. MILLER	President & Treasurer	<i>John T. Miller</i>
DAVID JOHN WATTS	Vice President & Secretary	<i>David John Watts</i>
C. RICHTER WHITE	Vice President	<i>C. Richter White</i>

2. The above mentioned officers are, as of the date hereof, duly elected and qualified and acting as officers of the Corporation, holding the offices set opposite their names above.

3. The above mentioned officers are duly authorized to execute and deliver any and all documents necessary for or relating to the aforesaid transactions and to take any and all actions on behalf of this Corporation in connection with the transactions and documents contemplated by the foregoing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of the Corporation as of this 24th day of May, 1982.

David John Watts
SECRETARY

Certificate
 No. 1 Shares
 For 1,164,136
 Issued to

USR Industries, Inc.

Dated June 26 1931
 FROM NEW YORK/STANDARD

Dated No. Original Shares
 No. Original Certificate Transferred

Received Certificate No. Shares
 For this copy of 19

NUMBER 1

SHARES 1,164,136

REGISTERED

USR Industries, Inc.

is the

registered holder of One Million One Hundred sixty Four Thousand One Hundred Thirty Six (1,164,136) of fully paid and non-assessable Common Stock of Safety Light Corporation transferable only on the books of the Corporation by the holder, or his personal or by attorney upon production of this Certificate properly indorsed in witness whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 26th day of June 1931

David Johnston

DAVID JOHN WATTS, SECRETARY

John T. Miller

JOHN T. MILLER, President

Certificate
 No. 2
 For 1,164,136 Shares
 Issued to

Line Ridge Industries, Inc.

Dated May 24 19
 FROM WHOM TRANSFERRED

Dated 19
 No. Original
 Serial Certificate
 No. of Shares
 Transferred

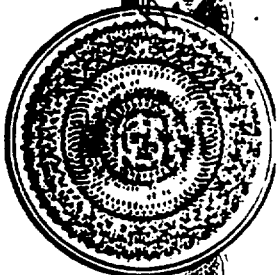
Received of Certificate No. 19
 For Shares
 this day of 19

NUMBER 2 SHARES 1,164,136

THIS CERTIFICATE Line Ridge Industries, Inc. is the registered holder of one million one hundred sixty four thousand one hundred thirty six shares of fully paid and non-assessable Common Stock of Safety Light Corporation transferable only on the books of the Corporation by the holder hereof in person or by a duly authorized agent of this Corporation properly indorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 24th day of May 19 19

President John F. Miller
 Vice President John F. Miller



LEASE AGREEMENT

Landlord and between SAFETY LIGHT CORPORATION, a Delaware corporation, and METREAL CORPORATION, a Pennsylvania corporation, both having an office at 4150 Old Berwick Road, Bloomsburg, Columbia County, Pennsylvania, herein designated as the "LANDLORD", and USR METALS, INC., a Pennsylvania corporation, having an office at 4150 Old Berwick Road, Bloomsburg, Columbia County, Pennsylvania, herein designated as the "TENANT";

Tenant

WITNESSETH THAT, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

Premises Leased Areas of the structures situated on approximately 11 acres of land adjacent to Old Berwick Road and the Susquehanna River, owned by Safety Light Corporation and its subsidiaries and known as "Building 2" and "Building 3" respectively, together with rights-of-way, easements and support facilities as more particularly described on Exhibits A through C attached and made a part hereof. (See Exhibit A: Space within Building 2; Exhibit B: Space within Building 3; and Exhibit C: Site Plan Easements and Support Facilities.)

Term of Lease THE TERM HEREOF shall be for an initial period of five (5) years, thereafter renewable for up to four successive terms of five years. The initial term shall commence as of April 1, 1982, and end on March 31, 1987.

Renewal TENANT shall have the option to renew said lease for four (4) successive terms of five (5) years upon thirty (30) days written notice to Landlord at a rental as hereinafter set forth. In all other respects the renewal term shall be subject to the following terms and conditions:

Use THE PREMISES are to be occupied for purposes of manufacturing, offices and any other lawful purposes.

TERMS, CONDITIONS AND COVENANTS OF LEASE:

Payment of Lease 1. The Tenant covenants and agrees to pay to the landlord, as rent reserved for and during the initial term hereof, the sum of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, in equal monthly installments of FOUR HUNDRED SIXTEEN DOLLARS and SIXTY-SEVEN CENTS (\$416.67) per month, payable in advance on the first day of each month, commencing on June 1, 1982.

Renewal Rental In the event Tenant exercises its right to renew, the rent for the renewal term shall be increased by fifty per cent (50%) of any increase in the Consumer Price Index applicable to the northeastern Pennsylvania area.

Repairs and Care 2. The Landlord shall take good care of the leased premises and shall at the Landlord's own cost and expense make all repairs necessary to maintain the Tenant's premises in its present condition and state through expiration of the initial term and any renewal term or terms hereof. The Landlord will maintain the premises against damage by the elements not resulting from the neglect or fault of the Tenant. The Landlord shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in clean condition, free from debris, trash, refuse, snow and ice.

Glass, etc. Destruction Repairs 3. In case of the destruction of or any damage to the glass in the leased premises or other destruction to the said premises caused by the negligence or improper conduct on the part of the Tenant or the Tenant's employees, the Tenant shall repair the said damage at the Tenant's own cost and expense within a reasonable time. Anything to the contrary elsewhere contained herein notwithstanding, the only obligation of the Tenant hereunder shall be to restore the damaged premises to the condition existing as of June 1, 1982 and full allowance shall be made for wear and tear subsequent thereto.

**Alterations
Improvements**

4. No structural alterations, additions or improvements shall be made, and no cooling, heating or sprinkler systems shall be installed in the leased premises without the consent of the Landlord, which shall not be unreasonably withheld. Unless otherwise provided, all such alterations, additions or improvements shall belong to and become the property of the Landlord and shall be surrendered with the premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

Signs

5. The Tenant may place signs in or about the said premises or any part thereof. Any such signs shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed.

Utilities

6. The Landlord shall pay, when due, all rents or charges for water or utilities assessed against the demised premises which shall be separately metered. On the first day of each month the Tenant shall reimburse to the Landlord that amount allocable to Tenant's usage of such utilities. For purposes of such allocation during the initial term thereof the Landlord's allocable share of charges for utilities used throughout the leased premises, including all common areas thereof, shall be deemed to be \$833.34 per month; provided, however, that such charges shall be ratably adjusted upwards from time to time in the event of any increase(s) in the rates charged by the suppliers of utilities to such premises.

**Compliance
with Laws,
etc.**

7. The Tenant shall make best efforts to comply with all laws, ordinances, rules and regulations, of Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to their use and occupancy of such premises, for the prevention and abatement of nuisances or other violation arising from Tenant's occupancy during the term hereof.

Insurance

8. (a) Insurance by Tenant

The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force during the term hereof general liability insurance against liability or claims of liability arising out of, occasioned by or resulting from all claims and liability for losses or damage to property or injuries to persons occasioned by any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, sub-tenants, assignees or successors, or by reason of the occupancy by the Tenant and the conduct of the Tenant's business. Coverage shall be maintained for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$250,000.00. The policy or policies shall become effective June 1, 1982.

(b) Insurance by Landlord

The Landlord, at Landlord's own cost and expense, shall obtain or provide and keep in full force during the term hereof general liability insurance against liability or claims of liability arising out of, occasioned by or resulting from all claims and liability for losses or damage to property or injuries to persons occasioned by any acts or omissions by the Landlord or the Landlord's agents, employees, guests, licensees, invitees, sub-tenants, assignees or successors, or by reason of the occupancy by the Landlord and the conduct of the Landlord's business. Coverage shall be maintained for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$250,000.00. The policy or policies shall become effective June 1, 1982.

In addition, the Landlord, at Landlord's own cost and expense, shall obtain or maintain in full force and effect during the initial term or any extension or extensions hereof property insurance against all direct loss by fire, lightning and extended coverage including boiler and machinery coverage in an amount sufficient to afford rebuilding of the premises ~~or to compensate Tenant for business interruption or lost profits~~ which amount is deemed for purposes of the paragraph to be not less than \$1,000,000. *ABC* *DEF*

Assignment

9. The Tenant may assign, mortgage or hypothecate this lease, and may sublet or sublease the premises or any part thereof without the consent of the Landlord; provided, however, that the Landlord shall be notified within fifteen business days following any such assignment, mortgage, hypothecation or sublease and that any such sub-tenant or assignee shall take the premises subject to all material terms and conditions hereof.

Restriction
of Use

10. The Tenant shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purpose which is unlawful or extra hazardous, on account of fire or other casualty.

Mortgage
Priority

11. This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of cancelling this lease, and the term hereof is hereby expressly limited accordingly. Anything to the contrary contained herein notwithstanding, nothing in this Paragraph 11 or elsewhere contained herein shall in any manner abridge or restrict the Tenant's continuing right to non-disturbance in and quiet enjoyment of the demised premises. See also Paragraph 25, "Quiet Enjoyment Non-Disturbance".

Condemna-
tion,
Eminent
Domain

12. If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall sell and convey the said premises or any portion thereof to governmental or other public authority, agency, body or public utility, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date. Except for rights to recover for lost profits, Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings. Such rights to recover lost profits shall not exceed the total amount which may be awarded as damages or paid as the result of such condemnation proceeding. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice.

Fire and
Other
Casualty

13. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable. If the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. If the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, the obligation

of the Tenant to pay rent shall cease as above and the Landlord shall notify the Tenant whether the Landlord will repair and restore the premises to good working order. If the Landlord will not restore and return the premises to use by the Tenant the Tenant shall be entitled to recover such portion of all payments under Landlord's fire and casualty insurance policies in compensation for the loss use of premises as in proportion to Tenant's use of demise premises. For purposes of this paragraph the Tenant allocable share of the proceeds of the Landlord's insurance policies shall be equal to that portion of the total utility charges for the demise premises as are borne by the Tenant as provided in Paragraph 6 hereof.

Reimbursement of Landlord

14. If after written demand from the Landlord the Tenant shall fail or refuse to comply with and perform any material conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such.

Inspection and Repair

15. The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

Right to Exhibit

16. The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representative to show the premises to persons wishing to rent or purchase the same, and Tenant agrees that on and after 180 days next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said premises or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

Removal of Tenant's Property

17. Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

Remedies Upon Tenant's Default

18. If there should occur any material default on the part of the Tenant in the performance of any conditions and covenants herein contained, not cured or agreed to be cured by the Tenant in good faith within 60 days following receipt of written notice thereof and demand for performance by the Landlord, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, or should the Tenant be evicted, the Landlord may re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefrom to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof.

Termination on Default

19. Upon the occurrence of any of the contingencies set forth in the preceding clause, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person acting as custodian of the assets or property of the Tenant, thirty days notice in writing, of the Landlord's intention.

so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof.

**Non-Liability
of Landlord
and Tenant**

20. Neither the Landlord nor the Tenant shall be liable to each other for any damage or injury which may be sustained by themselves or any other person, or by reason of the elements, or other reason beyond their respective control.

**Non-Waiver
by Landlord**

21. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any remedies available thereto, but the same shall continue in full force and effect.

**Option of
Tenant to
Cancel upon
Non-
performance
By Landlord**

22. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, may be excused at the sole discretion of the Tenant because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or pre-emption by any governmental entity, authority, department, agency or subdivision.

Severability

23. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

Notice

24. All notices required to be in writing under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

**Quiet
Enjoyment,
Non-
Disturbance**

25. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and meeting all other material conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned. In the event that the interest of the Landlord in the premises or leasehold shall be encumbered, succeeded to or otherwise affected by assignment, devise, lien, action under the bankruptcy statutes or other operation of law, Tenant shall have the right to continue full occupancy and care of the premises pursuant hereto so long a Tenant continued to pay rent as reserved to the Landlord, its successor in interest or other reason pursuant to court order and otherwise to fulfill all material terms and conditions hereof. See also Paragraph 11 "Mortgage Priority".

**Entire
Contract**

26. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

**Increase or
Decrease of
Property
Taxes**

27. If in any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the premises herein leased are a part, shall be greater or lesser than the municipal taxes assessed against the said lands and improvements for the calendar year, 1982, which is hereby designated as the base year, then, in addition to or as a deduction from the rent herein fixed, the Tenant agrees to pay a sum equal to twenty-

five per cent (25%) of the amount by which said tax exceeds (or is less than, as the case may be) the annual tax for the base year.

Any such increase shall be considered as an adjustment to the reserved rent and shall be paid in as many equal installments as there are months remaining in the calendar year in which said taxes exceed the taxes for the base year, on the first day of each month in advance, during the remaining months of that year. If the term hereof shall commence after the first day of January or shall terminate prior to the last day of December in any year, then such additional rent resulting from a tax increase shall be proportionately adjusted for the fraction of the calendar year involved.

**Mechanics'
Liens**

28. If any mechanics' or other liens shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant shall within sixty days thereafter, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged or record together with any Notices of Intention that may have been filed.

Security

29. The Tenant has this day deposited with the Landlord the sum of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS receipt of which is hereby acknowledged as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Said sum shall be held in a separate account by Landlord as a fiduciary to Tenant and shall be returned to the Tenant upon the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and provisions and is not in arrears in rent.

Authority

30. Landlord and Tenant hereby represent that each of them is a corporation in good standing and has taken all necessary corporate action to enter into this lease.

31. In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper corporate officers and their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST:

David John Watts
Secretary

ATTEST:

David John Watts
Secretary

ATTEST:

UD [Signature]
Secretary

SAFETY LIGHT CORPORATION

By J. Miller
President

METREAL CORPORATION

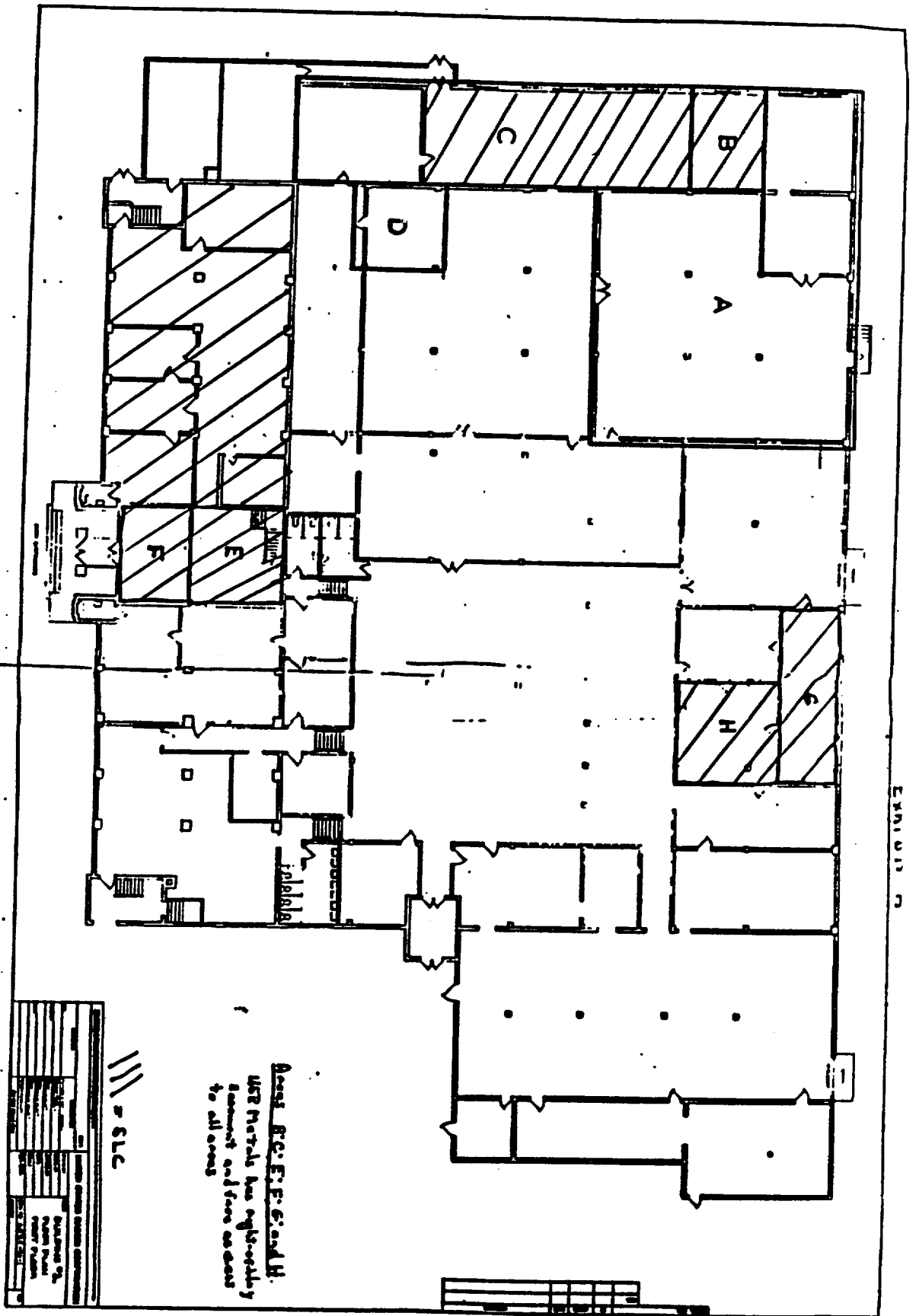
By J. Miller
President

LANDLORD

USR METALS, INC.

By W. H. [Signature]
President

TENANT



Room	Area	Access	Notes
A	Office	Access	
B	Office	Access	
C	Office	Access	
D	Office	Access	
E	Office	Access	
F	Office	Access	
G	Office	Access	
H	Office	Access	
I	Office	Access	
J	Office	Access	
K	Office	Access	
L	Office	Access	
M	Office	Access	
N	Office	Access	
O	Office	Access	
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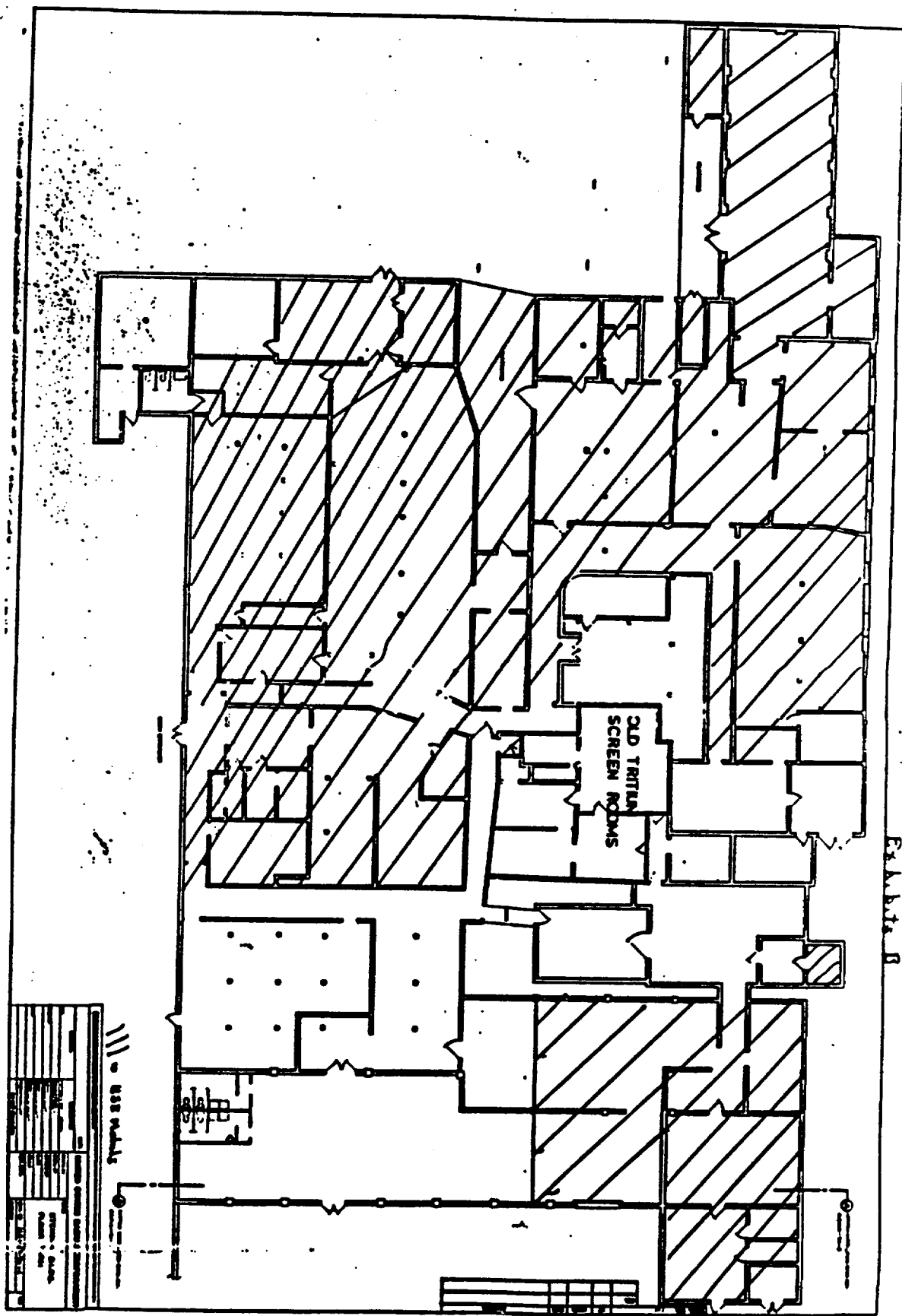
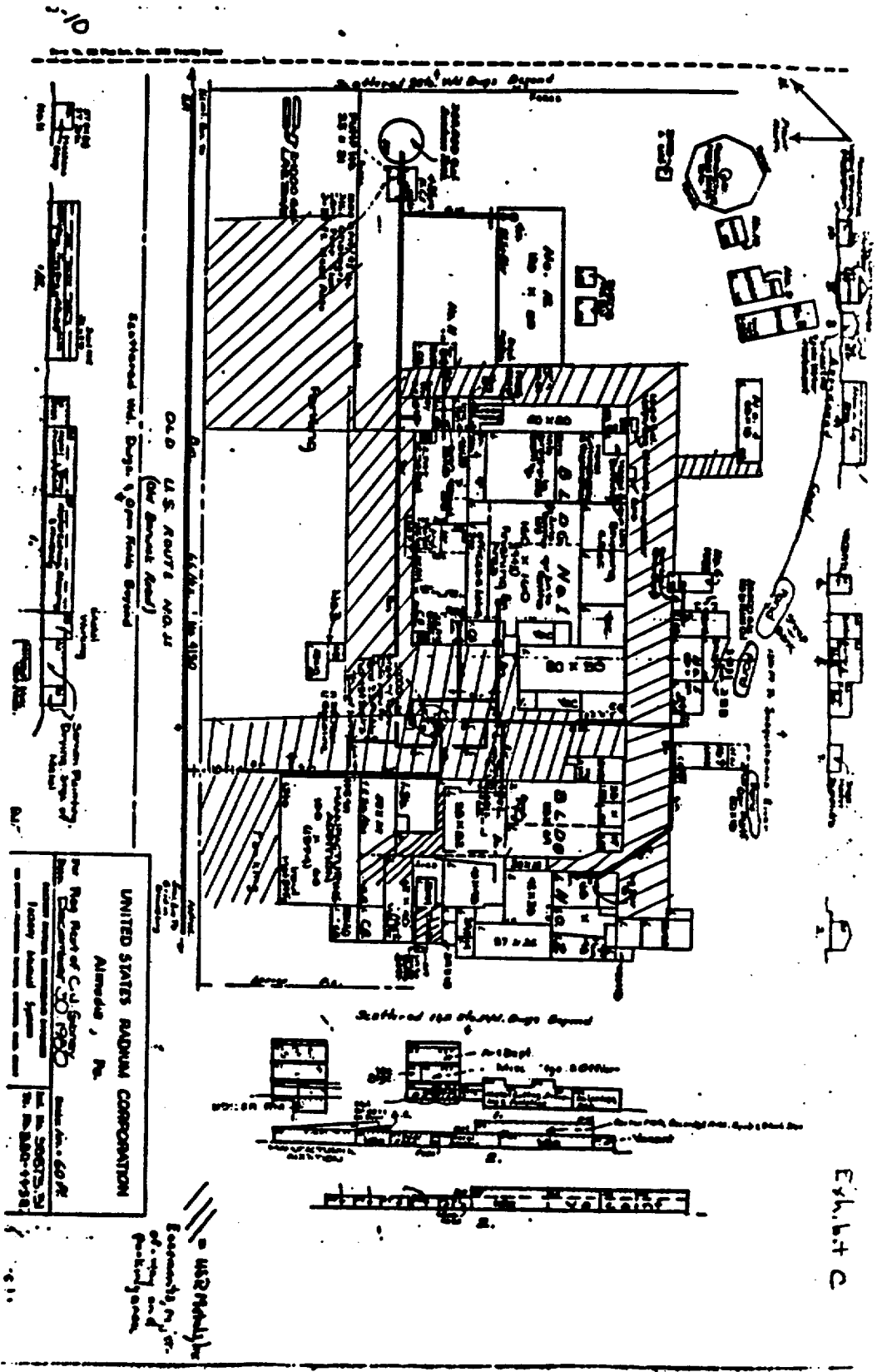


Exhibit B



Exh. b + c

ADDENDUM TO EXHIBIT C

The attached Exhibit C to the Lease Agreement between Safety Light Corporation, and Matreal Corporation, as landlord, and USR Metals, Inc., as tenant, is intended to show by various diagonal lines thereon that portion of the property of the landlord over, upon and under which USR Metals, Inc., as tenant, has been granted easements, and rights-of-way for the purpose of ingress, egress and parking. The easements and rights-of-way shall be co-extensive in term with the term of the lease. Safety Light Corporation and Matreal Corporation agree that USR Metals, Inc., as tenant, shall have such easements and rights-of-way, even if not shown on the attached Exhibit C, which are necessary or useful to enable it to enjoy and use the leased premises.

J. Miller

Commonwealth of Pennsylvania



February 26, 1982

To All to Whom These Presents Shall Come: Greeting:

I DO HEREBY CERTIFY, That from an examination of the indices and corporate records of this department, it appears that on February 2, 1982, a Certificate of Incorporation was issued to a Pennsylvania corporation entitled

"LIME RIDGE INDUSTRIES, INC."

I DO FURTHER CERTIFY, That no proceedings in dissolution adversely affecting the corporate existence of the foregoing have subsequently been filed.

WHEREFORE, it appears that this corporation remains a presently subsisting corporation as of the date hereof.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the Commonwealth to be affixed, the day and year above written.

William C. Davis

Secretary of the Commonwealth

014
Commonwealth of Pennsylvania
Department of State



CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth
To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.

Whereas, The stipulations and conditions of the Law have been fully complied with by

LIME RIDGE INDUSTRIES, INC.

Therefore, Know Ye, That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.

Given under my Hand and the Great Seal of the Commonwealth,
at the City of Harrisburg, this 2nd day
of FEBRUARY in the year of our
Lord one thousand nine hundred and eighty-two
and of the Commonwealth the two hundred and six.



William C. Davis

Secretary of the Commonwealth

747553

Derr, Pursel & Luschas
238 Market St.
Bloomsburg, Pa. 17815