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April 28, 2000

VIA UPS OVERNIGHT

Alex Chen, Esq.
Assistant Regional Counsel
Office of Regional Counsel
Environmental Protection Agency - Region VII
901 North 5th Street
Kansas City, Kansas 66101

105271
Site: Riverfront Site
ID #: MOA981720246
Breat: 11.6
Other: American Recreation
Products 4-28-00

Re: American Recreation Products, Inc.'s Response to
Request for Information Pursuant to §104 of CERCLA for
the Riverfront Groundwater Contamination Superfund Site
in New Haven, Missouri

Dear Mr. Chen:

American Recreation Products, Inc. is a wholly owned
subsidiary of Kellwood Company, and its legal matters are
handled by this Legal Department. The undersigned is General
Counsel and Secretary of American Recreation Products, Inc.
Our response was originally due April 17, 2000, but on April
~~12, 2000 I telephoned you and requested additional time,~~

which you granted until May 1, 2000. American Recreation
Products, Inc. is happy to cooperate with government
agencies, but by providing this information we are not
waiving our rights to object to the use of this information
in any proceeding.

Please direct future correspondence to my attention.

Sincerely,

Thomas H. Pollihan

THP/lcf
Enclosure



S00103826
SUPERFUND RECORDS

**Response of American Recreation Products, Inc.
To EPA's Information Request**

1. General Information About Respondent

- A. *Identify the person(s) answering this Information Request on behalf of American Recreation Products, Inc. (See the definition of the word "identify" in the Definitions section of this Information Request.*

RESPONSE:

**Thomas H. Pollihan
Vice President, Secretary and General Counsel at Kellwood Company
General Counsel and Secretary at American Recreation Products, Inc.
600 Kellwood Parkway
Chesterfield, Missouri 63017
(314) 576-3312**

**415 Spring Avenue
Webster Groves, Missouri 63119
(314) 968-9863**

- B. *Describe all sources reviewed or consulted in responding to this Information Request, including but not limited to:*

- 1) *the names of all individuals consulted;*
- 2) *the job title and job description of each individual consulted;*
- 3) *whether each person consulted is a current or past employee of Respondent;*
- 4) *the nature of all documents reviewed;*
- 5) *the locations where those documents reviewed are located.*

RESPONSE:

<u>Name</u>	<u>Job Title</u>	<u>Current/Past Employee</u>	<u>Nature of Documents</u>	<u>Location of Documents</u>
Tony Bauer	Lead Warehouse Person	Current		
Earl Hagedorn	Service/Warehouse Team	Current		

<u>Name</u>	<u>Job Title</u>	<u>Current/Past Employee</u>	<u>Nature of Documents</u>	<u>Location of Documents</u>
James Royle	Wenzel Warehouse Manager	Current	We consulted the MSDS master book covering ARP's warehouse facility at 111, 113, 113b Industrial Drive	Mr. Royle's office at 111 Industrial Drive
Dick Herring	Head of Maintenance	Current		
George Grabner	President	Current		
Judy Schuck	Operations Manager	Current	We consulted the MSDS master book for 502 Orchard Street	Dorothy Menke's office at 502 Orchard Street
Harold Pohl	General Manager 502 Orchard Street	Recently Retired		
Fred Wenzel	Past Chairman	Kellwood employee-retired in 1986		
Bill Steele	Director of Human Resources MFCI	Current		
Lyndon Ruediger	Director of ARP Import Sourcing	Current		
Delmar Birkmann	Accounts Payable Supervisor	Current		
Ann St. Clair	Manager Retirement Plans	Kellwood employee		

Persons were consulted based upon their job duties or upon their long tenure of employment in the New Haven area. In addition, Legal Department files were researched regarding company minutes, merger and acquisition agreements, leases, etc.

4. Respondent's Legal Status and Relationship with Other Companies

- A. Identify American Recreation Products, Inc.'s date of incorporation, state of incorporation and registered agent for service of process.

RESPONSE:

American Recreation Products, Inc. – Incorporated 8/16/85 in Delaware. See Exhibit L. The Registered Agent is the Corporation Service Company, 222 East Dunklin St, Jefferson City, MO 65101.

- B. State the names of American Recreation Products, Inc.'s "corporate officers" during the entire period of its operations in New Haven. The term "corporate officers" includes, but is not limited to, any president, chief executive officer, vice-president, partner, secretary, and treasurer of American Recreation Products, Inc.

RESPONSE:

Officers Who Were Also Officers of Kellwood:

W. Lee Capps, III

- Vice President Finance and Treasurer 06/09/88 – 08/03/93
- Vice President and Treasurer 08/03/93 - ?

Gerald M. Chaney

- Senior Vice President Finance 08/03/99 – Present

James C. Jacobsen

-
- ~~Senior Vice President Finance 11/15/88 – 08/03/99~~
 - Executive Vice President 08/03/99 – Present

Roger D. Joseph

- Vice President 12/27/94 – Present

Robert A. Maddocks

- Vice President, Secretary and General Counsel 11/15/88–09/30/89

William J. McKenna

- President 11/15/88 – 03/01/89
- Chairman of the Board 05/01/91 – 04/21/92
- Executive Vice President 04/21/92 – Present

Thomas H. Pollihan

- **General Counsel and Secretary 09/30/89 – Present**

Seth P. Slocum, Jr.

- **President and CEO 01/27/87 – 02/16/88**

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Hal J. Upbin

- **Vice Chairman/Vice President 08/16/85 – 01/27/87**
- **Vice Chairman 01/27/87 – 02/16/88**
- **Vice Chairman and President 02/16/88 – 11/15/88**
- **President 03/01/89 – 04/21/92**
- **Chairman of the Board and President 04/21/92 – 05/01/92**
- **Chairman of the Board 05/01/92 – Present**

Fred W. Wenzel

- **Chairman of the Board 11/15/88 – 04/30/91**

Officers Who Were Not Also Officers of Kellwood:

W. C. Beyer

- **Vice President 01/27/87 – 11/15/88**

Allen B. Good

- **Vice President Finance 05/20/96 – Present**

George J. Grabner, Jr.

- **Vice President 01/27/87 – 05/01/92**
 - **President 05/01/92 – Present**
-

Edward D. Herrick

- **Chairman of the Board 08/16/85 – 11/15/88**

Timothy J. Hinds

- **Vice President 04/27/87 – Present**

Bobby L. King

- **Vice President Finance and Treasurer 01/27/87 – 06/09/88**

Connie A. Laune

- **Vice President 01/27/87 – 06/09/88**

Hugo W. Schoellkopf, III

- Senior Vice President 01/27/87 – 07/28/87

Michael W. Solly

- Vice President and Chief Financial Officer 04/27/87 – 11/15/88

Theodore E. Stahl

- Vice President 01/27/87 – 08/03/87

Paul B. Stelzner

- Vice President 01/27/87 – 04/27/87
- Senior Vice President 04/27/87 – 06/09/88

Jonathan M. Wainright

- Secretary 08/16/85 – 11/15/88

C. *State the exact nature of Respondent's current and past relationship with the following entities and provide documentation of the relationship, including, but not limited to any relevant purchase agreements or contracts; merger or consolidation agreements or contracts; articles of dissolution (of the following companies); joint venture agreements; and/or leasing agreements. Provide the dates upon which any relationships commenced and the dates upon which any relationships were terminated.*

- 1) Kellwood Company;
- 2) The Wenzel Company;
- 3) H. Wenzel Tent & Duck Company;
- 4) The Machine Shop;
- 5) New Haven Manufacturing Company;
- ~~6) Hawthorn Finishing Company;~~
- 7) Riverfront Industries, Inc.;
- 8) Transportation Specialists, Inc.;
- 9) Citizens' Bank of New Haven;
- 10) Leader Publishing Company;
- 11) Metalcraft Enterprises;
- 12) MarChem Coated Fabrics, Inc.

RESPONSE:

American Recreation Products, Inc. objects to the term "relationship" which is not adequately defined or limited in any manner.

1. **Kellwood Company sold all its Recreation Group assets and assigned all its Recreation Group leases in New Haven to American Recreation Products, Inc. on September 30, 1985. See Exhibit O. Part of the Purchase**

Price was a promissory note payable to Kellwood for \$15,000,000 from American Recreation Products. See Exhibit K.

On November 15, 1988, Kellwood Company acquired 100% of the stock of American Recreation Products, Inc. at a public auction held to foreclose on the stock which was collateral for the unpaid promissory note. American Recreation Products, Inc. thus became a wholly-owned subsidiary of Kellwood Company. See Exhibit M.

2. H. Wenzel Tent and Duck Company changed its name to The Wenzel Company on 9/25/73. A copy of the Certificate of Amendment is attached as Exhibit B. It was merged into American Recreation Products, Inc. on 7/29/93. A certificate of Merger and a Certificate of Authority from the State of Delaware are attached as Exhibits C and D, respectively.

3. H. Wenzel Tent and Duck Company was the original name of The Wenzel Company. It began operations in 1887 as a partnership and was incorporated in Missouri on 9/26/46.

It was acquired by American Recreation Products, Inc. on 9/30/85. See Exhibit E.

It was earlier acquired by Kellwood Company on 2/3/72. See Exhibit F.

Changed its name to The Wenzel Company on 9/25/73.

4. The Machine Shop. No known relationship.
5. New Haven Manufacturing Company was dissolved on March 5, 1975. American Recreation Products, Inc. had no relationship to it.

6. American Recreation Products, Inc. had no relationship with Hawthorn. Hawthorn Finishing Company was one of the original companies that merged to form Kellwood Company on September 30, 1961. See Exhibit H.
7. Riverfront Industries. No known relationship.
8. Transportation Specialists, Inc. No known relationship.
9. Citizen's Bank of New Haven. American Recreation Products, Inc. sends its rental checks for 502 Orchard Street to Citizen's Bank.
10. Leader Publishing Company. American Recreation Products, Inc. has purchased printing services from this company.

1. **Metalcraft Enterprises. American Recreation Products, Inc. sold its "Metals Division" tube fabrication business to Metalcraft and assigned its lease for 202 Industrial Drive to Metalcraft on March 29, 1989. See Exhibits P and Q. American Recreation Products, Inc. has been a customer of this company.**

12. **MarChem Coated Fabrics, Inc. American Recreation Products, Inc. sold its "Coated Fabrics Division" fabric finishing business to MarChem Coated Fabrics, Inc. and transferred or subleased the real estate at 500 Orchard Street to MarChem Coated Fabrics, Inc. on March 7, 1989. See Exhibit R. American Recreation Products, Inc. has been a customer of this company.**

D. Please provide the dates the following companies were or have been in existence: H. Wenzel Tent & Duck Co.; Wenzel Company; The Machine Shop; Hawthorn Finishing Company; New Haven Manufacturing Company. Provide the addresses where each of these companies operated, and the dates of operation.

RESPONSE:

1. **H. Wenzel Tent & Duck Co. began as a partnership in 1887. It was incorporated on 9/26/46. Acquired by Kellwood Company on 2/3/72. It then changed its name to The Wenzel Company on 9/25/73. Acquired by American Recreation Products, Inc. on 9/30/85. Dissolved and merged into American Recreation Products on 7/29/93.**

9/30/46 – 5/55 1035 Paul Street, St. Louis, MO

? – 7/31/50 1442 North 8th Street, St. Louis

6/50 – 5/55 1027 Paul Street, St. Louis

5/63 – 10/71 1280 Research Blvd., St. Louis, MO

02/03/72 – 1993 Industrial Road, New Haven, Missouri

1985 - 1993 1224 Fern Ridge Parkway, St. Louis, Missouri

2. **Wenzel Company is the same company as H. Wenzel Tent and Duck Co.**

3. **The Machine Shop – unknown except that it operated at Cottonwood and Front Streets, New Haven, Missouri, prior to 1959?**

4. **Hawthorn Finishing Company was incorporated on 6/20/50. Merged into Kellwood on 9/30/61.**

6/50 – 5/54 1027 Paul Street (Lease was in the name of H. Wenzel Tent and Duck Company, but Hawthorn operated out of it also.)

6/54 – 9/61 500 Orchard Street, New Haven, Missouri

5. New Haven Manufacturing Company was incorporated on 9/25/58. It was dissolved on 3/5/75.

1959? – 1972? Cottonwood and Front Streets, New Haven, Missouri

E. Provide any ARP shareholder, board of director, or other relevant meeting minutes, records or other documents pertaining to the Kellwood Company's acquisition of ARP and the companies listed in 2D. To the extent possible, provide any relevant meeting minutes, records or other documents for the companies listed in 2D. pertaining to their dissolution or to their acquisition by Kellwood.

RESPONSE:

See Exhibit Z for American Recreation Product's minutes pertaining to its acquisition by Kellwood Company on November 15, 1988.

See Exhibit F for H. Wenzel Tent and Duck Co. (and Wenzel Company) minutes pertaining to its acquisition by Kellwood Company on February 3, 1972.

Neither American Recreation Products, Inc. nor Kellwood ever acquired the Machine Shop.

No Hawthorn minutes are available (It has been dissolved since 1961) but See ~~Exhibit H for a reference to Hawthorn's merger into Kellwood on September 30, 1961.~~

See Exhibit S for New Haven Manufacturing Company stockholder minutes dated July 10, 1973 which for the first time state that Kellwood is the sole stockholder, which purchase of shares took place on February 23, 1973. See Exhibit I.

F. State the names of all the "corporate officers" for Kellwood Company and the companies listed in 2C. that have also served at any time as "corporate officers" for ARP. In addition, to the extent possible, name any other "corporate officers" for Kellwood and the companies listed in 2C. and state the dates when they served in such capacity. The term "corporate officers" includes, but is not limited to, any president, chief executive officer, vice-president, partner, secretary, and treasurer of each company.

RESPONSE:

1. Corporate Officers of Kellwood Company – that have also served as corporate officers of American Recreation Products are set out in the Response to Section 2B.

2. & 3. The Wenzel Company and H. Wenzel Tent and Duck Company

Officers Who Were Also Officers of ARP:

William C. Beyer

- Vice President 12/21/81 – 11/15/88

W. Lee Capps, III

- Treasurer 06/09/88 – 11/15/88
- Vice President Finance and Treasurer 11/15/88 – 04/30/93

George J. Grabner, Jr.

- Vice President 11/15/88 – 05/01/92
- President 05/01/92 – 04/30/93

Edward D. Herrick

- Chairman of the Board 09/30/85 – 06/09/88
- Chairman of the Board and President 06/09/88 – 11/15/88

Timothy J. Hinds

- Vice President 11/15/88 – 04/30/93

James C. Jacobsen

- Vice President/Treasurer 08/05/75 – 09/30/85
- Senior Vice President Finance 11/15/88 – 04/30/93

Robert A. Maddocks

- Secretary 08/06/74 – 09/30/85
- Vice President, Secretary and General Counsel 11/15/88 – 09/30/89

William J. McKenna

- President 11/15/88 – 03/01/89
- Chairman of the Board 05/01/91 – 04/21/92
- Executive Vice President 04/21/92 – 04/30/93

Thomas H. Pollihan

- Assistant Secretary 01/03/83 – 09/30/85
- Assistant Secretary 11/15/88 – 09/30/89
- General Counsel and Secretary 09/30/89 – 04/30/93

Seth P. Slocum, Jr.

- President 10/02/81 – 12/21/81
- Vice Chairman 09/30/85 – 06/09/88

Hal J. Upbin

- Vice Chairman 09/30/85 – 11/15/88
- President 03/01/89 – 04/21/92
- President and Chairman of the Board 04/21/92 – 05/01/92
- Chairman of the Board 05/01/92 – 04/30/93

Jonathan M. Wainright

- Secretary 09/30/85 – 11/15/88

Fred W. Wenzel

- Vice President 09/30/46 – 10/01/53
- Vice President and Assistant Secretary 10/01/53 – 10/01/59
- Vice President and Assistant Secretary 06/28/62 – 08/31/71
- Vice President 08/06/74 – 09/30/85
- Chairman of the Board 11/15/88 – 04/30/91

~~Officers Who Were Not Also Officers of ARP~~

John R. Barsanti

- Vice President 01/18/77 – 03/09/81

Kenneth Bevirt

- Vice President 04/01/50 – 08/05/80

Robert A. Collett

- Vice President/Treasurer 08/06/74 – 08/05/75

Fred Henry

- Vice President 04/01/50 – 08/05/80

Raymond Kratky

- Vice President 10/01/59 – 01/01/77

Fred H. Wenzel, II

- Vice President 01/25/62 – 09/28/62
- Vice President and Treasurer 09/28/62 – 09/29/67
- Vice President, Treasurer and Assistant Secretary 09-29-67 – 03/20/70
- Vice President and Treasurer 03/20/70 – 09/30/71
- Vice President 08/06/74 – 10/31/74

Herman Wenzel

- Secretary 09/30/71 – 08/06/74

Herman F. Wenzel

- President 09/30/46 – 09/30/59
- Chairman of the Board and Secretary/Treasurer 10/01/59 – 09/28/62
- Chairman of the Board and Secretary 09/28/62 – 09/30/71

William H. Wenzel

- Secretary/Treasurer 09/30/46 – 09/30/59
- President 10/01/59 – 09/30/71
- President and Chairman of the Board 09/30/71 – 08/06/74
- President 08/06/74 – 04/01/77

George W. Werley

-
- ~~Vice President/Sales 01/01/77 – 04/01/77~~
 - President 04/01/77 – 10/02/81

Donald Wheeler

- Vice President 08/04/81 – 12/21/81
- President 12/21/81 – 06/09/88

4. The Machine Shop – Officers of this company are unknown, the existence of common officers is very unlikely.

5. New Haven Manufacturing Company

Officers Who Were Also Officers of ARP:

Robert A. Maddocks

- Secretary 7/10/73 – 3/5/75

Fred W. Wenzel

- **Vice President 7/10/73 – 3/5/75**

Officers Who Were Not Also Officers of ARP:

William N. Kelley

- **President 7/10/73 – 3/5/75**

Richard B. Monzyk

- **Vice President & Secretary 9/19/58 – 2/23/73**

Robert F. Monzyk

- **President and Treasurer 9/19/58 – 2/23/73**

6. **Hawthorn Finishing Company. Unknown, minutes from forty years ago are missing.**
 7. **Riverfront Industries, Inc. Officers of this company are unknown, the existence of common officers is very unlikely.**
 8. **Transportation Specialists, Inc. Officers of this company are unknown, the existence of common officers is very unlikely.**
 9. **Citizen's Bank of New Haven. Officers of this company are unknown, the existence of common officers is very unlikely, except perhaps Seth Slocum, Jr., but not necessarily at the same time.**
 10. **Leader Publishing Company. Officers of this company are unknown, the existence of common officers is very unlikely.**
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11. **Metalcraft Enterprises. Officers of this company are unknown, the existence of common officers is very unlikely, except perhaps Connie A. Laune, but not at the same time.**
 12. **MarChem Coated Fabrics, Inc. Officers of this company are unknown, the existence of common officers is very unlikely.**

G. *If Respondent is, or was a subsidiary of, otherwise owned or controlled by, or otherwise affiliated with another corporation or entity not mentioned in 2C. during the period of its operations in New Haven, then identify such company or entity and describe the nature of each such corporate relationship including, but not limited to:*

- 1) *a general statement of the nature of the relationship;*
- 2) *the dates such relationship existed;*

- 3) the percentage of ownership of Respondent held by such other entity; and
- 4) for each such affiliated entity provide the names and complete addresses of its parent, subsidiary and otherwise affiliated entities.

RESPONSE:

Not Applicable, American Recreation Products, Inc. is a wholly owned subsidiary of Kellwood Company which was mentioned in 2C.

H. *If Respondent no longer exists as the same legal entity it was during its period of operations in New Haven due to asset purchases or mergers, provide:*

- 1) *the documents that embody the terms of such transactions (i.e., purchase agreements, merger and dissolution agreements, etc.);*
- 2) *the identities of the seller, buyer and any other parties to such transactions; and*
- 3) *a brief statement describing the nature of the asset purchases or mergers.*

RESPONSE:

Not Applicable, American Recreation Products, Inc. is still in existence.

3. *Respondent's Current and Former Employees*

A. *For the following list of individuals, state whether each is or ever was an employee or agent of ARP. For each individual who is or ever was an ARP ~~employee or agent, state the dates of employment, the job description with~~ the company, the specific location(s) of employment (e.g., Cottonwood Street Facility, Industrial Drive Facility, etc.), and current addresses and telephone numbers (if available). State whether each individual ever handled or disposed of perchloroethene or tetrachloroethene (PCE) or trichloroethene (TCE), or materials containing PCE or TCE, in the course of his or her employment with ARP.*

- 1) Tony Bauer;
- 2) Dennis Bean;
- 3) Wayne Bock;
- 4) Don Brandt;
- 5) Kevin Busch;
- 6) Jerry Dotson;
- 7) Lee Downey;
- 8) Melvin Duvall;
- 9) John Englebreit;

- 10) Junior Gallagher;
- 11) Julius Gatzemeyer;
- 12) Roy Gerdes;
- 13) Tim Harris;
- 14) Earl Hedgedom;
- 15) Marvin Horstmann;
- 16) William Kelley,
- 17) Dale Koch;
- 18) Midge Krull;
- 19) Steven Kubiak;
- 20) Gary Kuhn;
- 21) Bernell Kuschel;
- 22) Kenneth Kuschel;
- 23) Lenny Landsbaum;
- 24) Matt Lipsinger;
- 25) Melvin Menke;
- 26) Anthoney Meyer;
- 27) Dale Mocabee;
- 28) Richard Monzyk;
- 29) Robert Monzyk;
- 30) Chester Nichols;
- 31) Archie Oberg;
- 32) Art Pecaut;
- 33) Philip Pecaut;
- 34) John Peirick;
- 35) Marvin Pointer;
- 36) Thomas Pollihan;
- 37) John Pruessner;
- 38) Harold Rethemeyer;
- 39) Marvin Schroeder;
- 40) Al Sheedy;

- 41) Fritz Steinbeck;
- 42) John Steinbeck;
- 43) Eskel Tinhouse;
- 44) Eugene Vedder;
- 45) Roland Vedder;
- 46) Fred Wenzel;
- 47) Richard Willer;
- 48) Robert Winship;
- 49) Michael Wiser.

RESPONSE:

See the attached spreadsheet dealing with American Recreation Products, Inc.'s current and former employees. Records do not indicate whether any particular individual ever handled or disposed of PCE or TCE, but no employee interviewed had ever handled or disposed of perchloroethene or tetrachloroethene (PCE) or

trichloroethene (TCE), or materials containing PCE or TCE, in the course of his or her employment with ARP. All 49 names are listed on that spreadsheet. Blanks after a person's name indicate that ARP does not have any record of that person's employment. It is believed that a number of people listed worked at Riverfront Industries (#2 Dennis Bean, #6 Jerry Dotson, #7 Lee Downey, #48 Robert Winship). It is believed that a number of the individuals listed worked at Transportation Specialists, Inc. (#27 Dale Mocabee, #37 John Pruessner, #40 Al Sheedy (should be Shealy)). It is believed that a number of the individuals mentioned worked at Citizen's Bank (#3 Wayne Bock, #4 Don Brandt). It is believed that a number of the individuals mentioned worked at the Machine Shop or New Haven Manufacturing Company (#28 Richard Monzyk and #29 Robert Monzyk). It is believed that one of the individuals listed is a current owner and occupant of the Cottonwood Facility (#49 Michael Wiser). Additionally, a number of the ARP employees may have gone on to work for Metalcraft Enterprises and MarChem Coated Fabrics, Inc. when those operations were sold.

4. Respondent's Operations at the Cottonwood Street Facility

A. Provide a brief description of the nature of Respondent's operations, if any, at the Cottonwood Street Facility including:

- 1) the date such operations commenced and concluded;
- 2) the types of work performed including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Cottonwood Street Facility;
- 3) the names of supervisors and/or other ARP employees who worked at the Cottonwood Street facility during this time.

~~B. If the nature or size of Respondent's operations at the Cottonwood Street Facility changed over time, describe those changes and the dates they occurred.~~

C. State whether PCE or TCE, or materials containing PCE or TCE, were ever used, sold, stored, or otherwise handled in any way during Respondent's operations at the Cottonwood Street facility. If so, for each type of PCE or TCE material used, please provide the following information:

- 1) the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;
- 2) copies of Material Safety Data Sheets (MSDS) for such materials;
- 3) the time period(s) during which these materials were used;
- 4) the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);

- 5) the rate at which such materials were used (e.g., in gallons per year);
 - 6) the estimated total volume used of such materials during Respondent's operations at the Cottonwood Street facility;
 - 7) the names of ARP employees who might have used such materials at the Cottonwood Street facility.
- D. If PCE or TCE, or materials containing PCE or TCE, were ever used, sold, stored, disposed of, or otherwise handled at Respondent's Cottonwood Street facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Cottonwood Street facility.
- E. For each type of spent or waste materials containing PCE or TCE that were generated at Respondent's Cottonwood Street Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:
- 1) the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;
 - 2) any contracts, agreements, invoices, receipts or other documents which memorialize any such disposal arrangements for these waste materials;
 - 3) the dates such waste materials were picked up, transported, or disposed of;
 - 4) the ultimate disposal location of such waste materials;
 - 5) ~~the rate at which such waste materials were being generated at the Cottonwood Street Facility (e.g., in gallons per year);~~
 - 6) the total quantity of waste materials generated during Respondent's operations at the Cottonwood Street Facility.
- F. State whether any material containing PCE or TCE from the Cottonwood Street Facility was ever buried, spilled, dumped, leaked, or otherwise released on either the premises or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.
- 1) If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.

RESPONSE:

American Recreation Products, Inc. never operated at the Cottonwood Street Facility.

5. Respondent's Operations at the Industrial Drive Facility

A. *Provide a brief description of the nature of Respondent's operations at the Industrial Drive Facility including:*

- 1) *the date such operations commenced;*
- 2) *the types of work previously or currently performed at the facility, including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Industrial Drive Facility;*
- 3) *the names of supervisors and/or other ARP employees who worked or are working at the Industrial Drive facility during this time.*

RESPONSE:

1. American Recreation Products, Inc. commenced its operations on October 1, 1985.
2. Regarding 111, 113 and 113B Industrial Drive, these facilities consist of office space plus two large connected warehouses presently known as the International Distribution Center. Regarding 117 Industrial Drive, this is a Test Site where tent fabric is exposed to the effects of sunlight and simulated rainfall. ~~None of these facilities involve industrial chemicals or institutional processes or manufacturing, recycling, recovering, treating or otherwise processing.~~ 202 Industrial Drive was used as an aluminum tube mill where small diameter aluminum tubing was made from aluminum coils and a metal fabrication operation where aluminum tubing was cut, swaged, bent and hole-punched. Operations at 202 Industrial Drive ceased upon sale to Metalcraft on March 29, 1989.
3. Respondent objects to the request for the name of each and every supervisor and employee that worked on Industrial Drive over a period of 15 years as being unduly burdensome and apparently not retrievable under our computer system. A list of all current employees is set out below.

Alice Brooks
Karen Cash
Arica Dare
Evelyn Dismang

Paula Farrar
Jamie Ferguson
Robin Huff
Tammy Kleinheider
Eugene Lloyd
Brian Meyer
Mark Norton
William Pohtos
Jeanne Schaedler
Cynthia Schneider
Kenneth Seamon
Brenda Sory
Justin Strubberg
Carol Triplett
Anthony Bauer
John Birkman
Linda Cowens
Donna Duvall
Janet Finders
Shirley Geisler
Pamela Gumper
Whitney Hasty
Karen Hoffmann
Luke Jasper
Robert Kattelmann
Robert Kilewer
Mary Kloeppel
Sharon Leeper
Rodney McClure
Donna Meyer
~~William Meyer~~

Lisa Penn
James Royle
Lyndon Ruediger
June Smith
Erica Tyree
Frederick Weber
Kristine Zumsteg

- B. *If the nature or size of Respondent's operations at the Industrial Drive Facility changed over time, describe those changes and the dates they occurred.*

RESPONSE:

Respondent's operations at 202 Industrial Drive changed in that it sold the tube mill machinery to Norandal USA, Inc. in late 1988 or early 1989 and it sold the

the fabrication "Metals Division" business to Metalcraft Enterprises on March 29, 1989 at which time American Recreation Products, Inc. ceased all operations in 202 Industrial Drive.

- C. State whether PCE, TCE, or materials containing PCE or TCE, have ever been used, sold, stored, or otherwise handled in any way during Respondent's operations at the Industrial Drive facility. If so, for each type of PCE or TCE material used, please provide the following information:
- 1) the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;
 - 2) copies of Material Safety Data Sheets (MSDS) for such materials;
 - 3) the time period(s) during which these materials were used;
 - 4) the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);
 - 5) the rate at which such materials were used (e.g., in gallons per year);
 - 6) the estimated total volume used of such materials during Respondent's operations at the Industrial Drive facility;
 - 7) the names of ARP employees who might have used such materials at the Industrial Drive facility.

RESPONSE:

No MSDS sheet indicates the presence of products containing PCE or TCE at the current operations on Industrial Drive. No employees interviewed nor any files indicate the presence of PCE or TCE on Industrial Drive except as set out below.

~~In approximately 1990, American Recreation Products, Inc. and Kellwood Company were informed by the State of Missouri that a former employee had stated that at some period during the operation of the tube mill one or more employees of the tube mill dumped cleaning solvent containing PCE or TCE on the City owned property just to the north of 202 Industrial Drive. The State never told us exactly what product was involved but I understood it was some sort of cleaning solvent used to clean the tool and dye operation involved with the tube mill. Kellwood Company cooperated with the State and entered into a voluntary cleanup, which is described below in Subsection 5(G).~~

- D. If PCE or TCE, or materials containing PCE or TCE, have ever been used, sold, stored, disposed of, or otherwise handled at Respondent's Industrial Drive facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Industrial Drive facility.

- E. For each type of spent or waste materials containing PCE or TCE that have been generated at Respondent's Industrial Drive Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:
- 1) the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;
 - 2) any contracts, agreements, invoices, receipts or other documents which memorialize any such disposal arrangements for these waste materials;
 - 3) the dates such waste materials were picked up, transported, or disposed of;
 - 4) the ultimate disposal location of such waste materials;
 - 5) the rate at which such waste materials were being generated at the Industrial Drive Facility (e.g. in gallons per year);
 - 6) the total quantity of waste materials generated during Respondent's operations at the Industrial Drive Facility.
- F. State whether any material containing PCE or TCE from the Industrial Drive Facility was ever buried, spilled, dumped, leaked or otherwise released on either the premises, or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.
- 1) If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.

RESPONSE TO D, E AND F:

The only information known relates to the cleaning solvent that was dumped on the north lot. Other than this dumping on the north lot, no one interviewed recently (or in connection with the State's investigation years earlier) had any knowledge about any material containing PCE or TCE from the Industrial Drive facility ever being used or generated there, or buried, spilled, dumped, leaked or otherwise released at any location in New Haven or at the City of New Haven Landfill.

- G. Describe the ongoing soil contamination and remediation work conducted by ARP or Kellwood at the Metalcraft Enterprises, Inc. facility on Industrial Drive. This information should include, but not be limited to, the chemicals or substances that caused the contamination; how the contamination was

caused; the actions that have been or are to be taken to clean up this contamination; and the estimated completion date of the cleanup.

RESPONSE:

Kellwood Company entered into a voluntary cleanup agreement and plan of remediation with the Missouri State Department of Natural Resources. The contaminants involved were PCE, vinyl chloride; TCE; 1, 1 DCE and 1, 2 DCE. Some of the soil on the north lot at Industrial Drive was hauled away and incinerated. The remaining soil was land farmed over a period of years until the concentration was less than 1 ppm which was achieved June 25, 1998. Throughout the land farming process and for three years thereafter, quarterly readings are taken from city well number three and the three monitoring wells surrounding the contaminated site, and no contamination has been detected in the groundwater.

6. Respondent's Operations at the Orchard Street Facility

- A. *Provide a brief description of the nature of Respondent's operations at the Orchard Street Facility including:*
- 1) *the date such operations commenced;*
 - 2) *the types of work previously or currently performed at the facility, including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Orchard Street Facility;*
 - 3) *the names of supervisors and/or other ARP employees who worked at the Orchard Street facility during this time.*

RESPONSE:

1. American Recreation Products, Inc. began operations on Orchard Street on October 1, 1985.
2. 502 Orchard Street contains offices, a custom sewing operation and a warehouse together with another warehouse next door at the Mitchell Building. No industrial chemical institutional processes or recycling, recovering, treating or otherwise processing operations occurred at the 502 Orchard Street Facility. The custom sewing operation involves the assembly and sewing of Mobiflex tents as well as certain specialty sunshade products.

At 500 Orchard Street, American Recreation Products, Inc. operated a fabric finishing line. Unfinished fabric was immersed into liquid vats and then removed and air or heat dried in order to produce tent fabric by the

liquid adding color, waterproofing properties, fire retardant properties, anti-fungal properties, etc.

3. Respondent objects to providing names of supervisors and all employees who have worked at the Orchard Street Facility over a 15 year period as being unduly burdensome and apparently not retrievable under our computer system. A list of current employees is set out below.

Elizabeth Amrein
Barbara Barch
Theresa Bauer
Melvin Berkemeyer
Marvin Birk
Betty Blaue
Hansi Bloch
Kathleen Boehmer
Nadene Branson
Linda Busch
Vernon Cannon
Frieda Carey
Barbara Carman
Marilyn Carver
Mohammad Chughtai
Velvia Dare
Judith Diener
Jeanne Dierking
Rose Dunakey
Frances Dunlap
Loretta Eifline
Leann Endsley
Alma Findley

~~David Frele~~
Betty Frick
Sean Fritz
Barbara Gilbert
Joseph Gillette
Shella Groppe
Earl Hagedorn
Richard Herring
Barbara Hiatt
Rebecca Joers
Roy Jones
Lorinda Kearney
Mary Knight
Candice Korman
Genie Krull
Debra Krull

Cathryn Landolt
Linda Luecke
Amy McDaris
Arthur Medlock
Dorothy Menke
Rhonda Mustion
Georgia Novotney
Susan Oetterer
Barbara Pruessner
Martin Pruessner
Barbara Riggins
Patty Robertson
Norma Rohlfing
Rosemary Rosebrock
Deborah Schaefferkoet
William Schellhamer
Judy Schuck
Dorothy Schultz
Sandra Seamon
Mark Seamon
Marilyn Sneddy
Louis Speckhals
Carol Steiger
James Strubberg
Donna Thompson
Shelly Ullrich
Joann Vandegriffe
Alvirda Vollertsen
Brenda Voss
Karen Voss
Donna Wehmeyer
Cindy Yates
Jamie Zumsteg

- B. *If the nature or size of Respondent's operations at the Orchard Street Facility changed over time, describe those changes and the dates they occurred.*

RESPONSE:

The operation at 500 Orchard Street was sold as explained above in the Response to 1 C 12. The number of employees involved in the custom sewing at the 502 Orchard Street Facility has diminished over time.

- C. *State whether PCE, TCE or materials containing PCE or TCE, have ever been used, sold, stored, or otherwise handled in any way during*

Respondent's operations at the Orchard Street facility. If so, for each type of PCE or TCE material used, please provide the following information:

- 1) the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;
- 2) copies of Material Safety Data Sheets (MSDS) for such materials;
- 3) the time period(s) during which these materials were used;
- 4) the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);
- 5) the rate at which such materials were used (e.g., in gallons per year);
- 6) the estimated total volume used of such materials during Respondent's operations at the Orchard Street facility;
- 7) the names of ARP employees who might have used such materials at the Orchard Street facility.

RESPONSE:

One MSDS sheet was found for a product containing PCE or TCE currently at the Orchard Street building. Based on interviews with employees and review of files, this appears to be the only product containing PCE at Orchard Street.

1. The product involved is Steelcote 119 Silicone Lubricant.
 2. A copy of the MSDS sheet is attached as Exhibit T.
 3. The MSDS sheet was prepared August 16, 1993. It is believed that we just purchased one eight-inch high aerosol spray can, which is still present.
 - ~~4. The product is used for lubrication in the mechanic's shop on equipment shafts.~~
 5. The product is used very seldom. It is currently kept in a locked cabinet.
 6. The total volume is estimated to be less than one aerosol spray can.
 7. The product is used by employee Dick Herring whose position is Head of Maintenance.
- D. If PCE, TCE, or materials containing PCE or TCE, have ever been used, sold, stored, disposed of, or otherwise handled at Respondent's Orchard Street facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Orchard Street facility.

RESPONSE:

It is believed this product was purchased from Steelcote Manufacturing Company.

- E. For each type of spent or waste materials containing PCE or TCE that have been generated at Respondent's Orchard Street Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:
- 1) the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;
 - 2) any contracts, agreements, invoices, receipts, or other documents which memorialize any such disposal arrangements for these waste materials;
 - 3) the dates such waste materials were picked up, transported, or disposed of;
 - 4) the ultimate disposal location of such waste materials;
 - 5) the rate at which such waste materials were being generated at the Orchard Street Facility (e.g. in gallons per year);
 - 6) the total quantity of waste materials generated during Respondent's operations at the Orchard Street Facility.

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE having been generated at 502 Orchard Street. If EPA feels that this aerosol spray can requires special treatment when empty, please tell us. When 500 Orchard Street was sold March 7, 1989, all of the personnel and records went with the building. Former Kellwood and ARP management personnel are no longer employed there. It is believed that ARP may have been a registered small quantity generator, but the State's investigation years ago concluded that no PCE or TCE was generated at the site.

- F. State whether any material containing PCE or TCE from the Orchard Street Facility was ever buried, spilled, dumped, leaked, or otherwise released on either the premises, or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.

- 1) *If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.*

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE from the Orchard Street Facility ever having been buried, spilled, dumped, leaked or otherwise released at any location in New Haven or at the City of New Haven Landfill.

7. *Respondent's Operations at the Maupin Avenue Facility*

- A. *Provide a brief description of the nature of Respondent's operations, if any, at the Maupin Avenue Facility including:*
 - 1) *the date such operations commenced and concluded;*
 - 2) *the types of work performed at the facility, including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Maupin Avenue Facility;*
 - 3) *the names of supervisors and/or other ARP employees who worked at the Maupin Avenue facility during this time.*

RESPONSE:

1. **American Recreation Products, Inc. operations at Maupin Avenue began October 1, 1985 and concluded when the building was sold May 14, 1988.**

2. **The building was known as the Research Building. It was used primarily for new product development and research. It served as an office for various product developers and product managers, and as a meeting place for product reviews with customers. For awhile there was a small laboratory in the basement where new product analysis was done. Later that laboratory was moved to 500 Orchard Street.**
3. **Respondent objects to a listing of the names of all supervisors and employees at this facility over the period of time it was in operation as unduly burdensome and apparently not retrievable under our computer system. No employee has worked at this location in the last 12 years. Harold Pohl did work there at one time in his 37-year career.**

- B. *If the nature or size of Respondent's operations at the Maupin Avenue Facility changed over time, describe those changes and the dates they occurred.*

RESPONSE:

All activities at this facility ended on May 14, 1988 when it was sold.

- C. *State whether PCE, TCE, or materials containing PCE or TCE, were ever used, sold, stored, or otherwise handled in any way during Respondent's operations at the Maupin Avenue facility. If so, for each type of PCE or TCE material used, please provide the following information:*
- 1) *the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;*
 - 2) *copies of Material Safety Data Sheets (MSDS) for such materials;*
 - 3) *the time period(s) during which these materials were used;*
 - 4) *the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);*
 - 5) *the rate at which such materials were used (e.g., in gallons per year);*
 - 6) *the estimated total volume used of such materials during Respondent's operations at the Maupin Avenue facility;*
 - 7) *the names of ARP employees who might have used such materials at the Maupin Avenue facility.*

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE ever having been used, sold, stored or otherwise handled at this facility.

- D. *If PCE, TCE, or materials containing PCE or TCE, were ever used, sold, stored, disposed of, or otherwise handled at Respondent's Maupin Avenue facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Maupin Avenue facility.*
- E. *For each type of spent or waste materials containing PCE or TCE that were generated at Respondent's Maupin Avenue Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:*

- 1) the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;
- 2) any contracts, agreements, invoices, receipts, or other documents which memorialize any such disposal arrangements for these waste materials;
- 3) the dates such waste materials were picked up, transported, or disposed of;
- 4) the ultimate disposal location of such waste materials;
- 5) the rate at which such waste materials were being generated at the Maupin Avenue Facility (e.g. in gallons per year);
- 6) the total quantity of waste materials generated during Respondent's operations at the Maupin Avenue Facility.

F. State whether any material containing PCE or TCE from the Maupin Avenue Facility was ever buried, spilled, dumped, leaked, or otherwise released on either the premises, or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.

- 1) If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE from the Maupin Avenue Facility was ever having been generated or buried, spilled, dumped, leaked or otherwise released at any location in New Haven, or at the City of New Haven Landfill.

8. Information About Others

- A. State whether ARP ever sold PCE or TCE or any other solvents to any individuals or corporate entities in New Haven.

RESPONSE:

No.

- B. If you believe that there may be other persons able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

ESPONSE:

Aware of no one other than the companies and individuals that worked at the Cottonwood site and the MDNR.

3.A. ARP's Current and Former Employees

American Recreation Prod. Employment					Address	City	State	Zip Code	Telephone #
Name	Location Code	D.O.H.	D.O.T.	Position Title					
1) Tony Bauer	Wenzel Warehouse, 111 Industrial Drive	10/01/1985	Active	Lead Warehouse Person	2369 HWY. E	NEW HAVEN	MO	63068	573-237-3508
2) Dennis Bean									
3) Wayne Bock									
4) Don Brandt									
5) Kevin Busch		12/31/1987	05/28/1988	Feb-1					
6) Jerry Dotson					ROUTE 4 BOX 155	NEW HAVEN	MO	63068	573-237-3290
7) Albert Lee Downey	Metals Div. 202 Industrial Drive	10/01/1985	03/28/1989	Section Lead Person	ROUTE 2 BOX 198	NEW HAVEN	MO	63068	573-237-2473
8) Melvin Duvall	Textile Div. 500 Orchard St.								
9) John Engelbrecht									
10) Junior Gallagher									
11) Julius Gatzemeyer									
12) Roy Gerdes					2 WEATHERBY CT	WASHINGTON	MO	63090	636-239-2899
13) Tim Harris	502 Orchard St.	10/01/1985	Active	Service/Warehouse Team	900 MORGAN	NEW HAVEN	MO	63068	573-237-2447
14) Earl Hagedorn	Metals Div. 202 Industrial Drive	10/01/1985							
15) Marvin Horstmann									
16) William Kelley									
17) Dale Koch	Textile Div. 500 Orchard St.	10/01/1985	04/03/1989		ROUTE 1 BOX 295	NEW HAVEN	MO	63068	573-237-3629
18) Albert "Midge" Krull	Traffic, 111 Industrial Dr.	10/01/1985			ROUTE 2 BOX 198	NEW HAVEN	MO	63068	573-237-2532
19) Steven Kubiak	Metals Div. 202 Industrial Drive	10/01/1985			ROUTE 1	GERALD	MO	63037	573-484-3558
20) Gary Kuhn									
21) Bernell Kuschel	Metals Div. 202 Industrial Drive	10/01/1985	03/28/1989	Maintenance Lead Person	3477 HWAY Y	NEW HAVEN	MO	63068	573-237-2308
22) Kenneth Kuschel									
23) Lenny Landsbaum									
24) Matt Lipelinger									
25) Melvin Menke		10/01/1985	03/03/1989	Line Operator					
26) Anthony Meyer									
27) Dale Mocabee	Metals Div. 202 Industrial Drive	10/01/1985	03/24/1989	Tool and Die Manager	1841 WEST 5TH ST	WASHINGTON	MO	63090	573-239-6406
28) Richard Monzyk									
29) Robert Monzyk									

1.A. ARP's Current and Former Employees

Name	Location Code	American Recreation Prod. Employment		Address	City	State	Zip Code	Telephone #
		D.O.B.	D.O.T.					
30) Chester Nichols	Metals Div. 202 Industrial Drive	10/01/1985	09/21/1989	Plant Manager	RT2 304 CRESTHAVN	NEW HAVEN	MO 63068	573-237-2670
31) Archie Oberg	502 Orchard St.							
32) Art Pecaut								
33) Philip Pecaut								
34) John Peirick	Textile Div. 500 Orchard St.	10/01/1985	03/10/1989		904 MILLER	NEW HAVEN	MO 63068	573-237-3368
35) Marvin Pointer	Metals Div. 202 Industrial Drive	10/01/1985	03/28/1989	Section Lead Person	205 LOCUST	NEW HAVEN	MO 63068	573-237-3664
36) Thomas Poffen								
37) John Pruessner	Metals Div. 202 Industrial Drive	10/01/1985	03/28/1989	Maintenance Mechanic	RT 4 BOX 277	NEW HAVEN	MO 63068	573-237-2710
38) Harold Roethmeyer	Traffic, 111 Industrial Dr.	10/05/1985	10/31/1990	Warehouse Traffic Dir.	7891 BEEMONT SCHOOL RD	GERALD	MO 63037	573-764-3888
39) Marvin Schroeder								
40) Al Shedy								
41) Fritz Steinbeck	502 Orchard St.	10/01/1985	05/02/1989		RT 1 BOX 118	OWENSVILLE	MO 65066	573-237-3678
42) John Steinbeck								
43) Eskel Tinhouse								
44) Eugene Vedder								
45) Roland Vedder								
46) Fred Wenzel								
47) Richard Willer	Textile Div. 500 Orchard St.	10/01/1985	03/14/1989	Director of Purchases	P O BOX 403	EUREKA	MO 63025	636-938-4526
48) Robert Winship								
49) Michael Wisser								

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of Missouri :
County of St. Louis :
SS: :

I certify under penalty of law that I personally examined and am familiar with the information submitted in this document (Response to EPA Request for Information) and all documents submitted herewith, and that based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Thomas H. Pollihan
NAME (print or type)

General Counsel and Secretary
TITLE (print or type)

Thomas H. Pollihan
SIGNATURE

Sworn to before me on this
28th day of April, 2000.

Lisa C. Foreman
NOTARY PUBLIC

My Commission Expires: 6-8-2003

LISA C. FOREMAN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 8, 2003

EXHIBITS

**Response of American Recreation Products, Inc.
To EPA's Information Request**

1. General Information About Respondent

- A. *Identify the person(s) answering this Information Request on behalf of American Recreation Products, Inc. (See the definition of the word "identify" in the Definitions section of this Information Request.*

RESPONSE:

Thomas H. Pollihan
Vice President, Secretary and General Counsel at Kellwood Company
General Counsel and Secretary at American Recreation Products, Inc.
600 Kellwood Parkway
Chesterfield, Missouri 63017
(314) 576-3312

415 Spring Avenue
Webster Groves, Missouri 63119
(314) 968-9863

- B. *Describe all sources reviewed or consulted in responding to this Information Request, including but not limited to:*

- 1) *the names of all individuals consulted;*
- 2) *the job title and job description of each individual consulted;*
- 3) *whether each person consulted is a current or past employee of Respondent;*
- 4) *the nature of all documents reviewed;*
- 5) *the locations where those documents reviewed are located.*

RESPONSE:

<u>Name</u>	<u>Job Title</u>	<u>Current/Past Employee</u>	<u>Nature of Documents</u>	<u>Location of Documents</u>
Tony Bauer	Lead Warehouse Person	Current		
Earl Hagedorn	Service/Warehouse Team	Current		

<u>Name</u>	<u>Job Title</u>	<u>Current/Past Employee</u>	<u>Nature of Documents</u>	<u>Location of Documents</u>
James Royle	Wenzel Warehouse Manager	Current	We consulted the MSDS master book covering ARP's warehouse facility at 111, 113, 113b Industrial Drive	Mr. Royle's office at 111 Industrial Drive
Dick Herring	Head of Maintenance	Current		
George Grabner	President	Current		
Judy Schuck	Operations Manager	Current	We consulted the MSDS master book for 502 Orchard Street	Dorothy Menke's office at 502 Orchard Street
Harold Pohl	General Manager 502 Orchard Street	Recently Retired		
Fred Wenzel	Past Chairman	Kellwood employee-retired in 1986		
Bill Steele	Director of Human Resources MFCI	Current		
Lyndon Ruediger	Director of ARP Import Sourcing	Current		
Delmar Birkmann	Accounts Payable Supervisor	Current		
Ann St. Clair	Manager Retirement Plans	Kellwood employee		

Persons were consulted based upon their job duties or upon their long tenure of employment in the New Haven area. In addition, Legal Department files were researched regarding company minutes, merger and acquisition agreements, leases, etc.

2. Respondent's Legal Status and Relationship with Other Companies

- A. *Identify American Recreation Products, Inc.'s date of incorporation, state of incorporation and registered agent for service of process.*

RESPONSE:

American Recreation Products, Inc. – Incorporated 8/16/85 in Delaware. See Exhibit L. The Registered Agent is the Corporation Service Company, 222 East Dunklin St, Jefferson City, MO 65101.

- B. *State the names of American Recreation Products, Inc.'s "corporate officers" during the entire period of its operations in New Haven. The term "corporate officers" includes, but is not limited to, any president, chief executive officer, vice-president, partner, secretary, and treasurer of American Recreation Products, Inc.*

RESPONSE:

Officers Who Were Also Officers of Kellwood:

W. Lee Capps, III

- **Vice President Finance and Treasurer 06/09/88 – 08/03/93**
- **Vice President and Treasurer 08/03/93 - ?**

Gerald M. Chaney

- **Senior Vice President Finance 08/03/99 – Present**

James C. Jacobsen

- **Senior Vice President Finance 11/15/88 – 08/03/99**
- **Executive Vice President 08/03/99 – Present**

Roger D. Joseph

- **Vice President 12/27/94 – Present**

Robert A. Maddocks

- **Vice President, Secretary and General Counsel 11/15/88–09/30/89**

William J. McKenna

- **President 11/15/88 – 03/01/89**
- **Chairman of the Board 05/01/91 – 04/21/92**
- **Executive Vice President 04/21/92 – Present**

Thomas H. Pollihan

- **General Counsel and Secretary 09/30/89 – Present**

Seth P. Slocum, Jr.

- **President and CEO 01/27/87 – 02/16/88**

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Hal J. Upbin

- **Vice Chairman/Vice President 08/16/85 – 01/27/87**
- **Vice Chairman 01/27/87 – 02/16/88**
- **Vice Chairman and President 02/16/88 – 11/15/88**
- **President 03/01/89 – 04/21/92**
- **Chairman of the Board and President 04/21/92 – 05/01/92**
- **Chairman of the Board 05/01/92 – Present**

Fred W. Wenzel

- **Chairman of the Board 11/15/88 – 04/30/91**

Officers Who Were Not Also Officers of Kellwood:

W. C. Beyer

- **Vice President 01/27/87 – 11/15/88**

Allen B. Good

- **Vice President Finance 05/20/96 – Present**

George J. Grabner, Jr.

- **Vice President 01/27/87 – 05/01/92**
- **President 05/01/92 – Present**

Edward D. Herrick

- **Chairman of the Board 08/16/85 – 11/15/88**

Timothy J. Hinds

- **Vice President 04/27/87 – Present**

Bobby L. King

- **Vice President Finance and Treasurer 01/27/87 – 06/09/88**

Connie A. Laune

- **Vice President 01/27/87 – 06/09/88**

Hugo W. Schoellkopf, III

- **Senior Vice President 01/27/87 – 07/28/87**

Michael W. Solly

- **Vice President and Chief Financial Officer 04/27/87 – 11/15/88**

Theodore E. Stahl

- **Vice President 01/27/87 – 08/03/87**

Paul B. Stelzner

- **Vice President 01/27/87 – 04/27/87**
- **Senior Vice President 04/27/87 – 06/09/88**

Jonathan M. Wainright

- **Secretary 08/16/85 – 11/15/88**

C. *State the exact nature of Respondent's current and past relationship with the following entities and provide documentation of the relationship, including, but not limited to any relevant purchase agreements or contracts; merger or consolidation agreements or contracts; articles of dissolution (of the following companies); joint venture agreements; and/or leasing agreements. Provide the dates upon which any relationships commenced and the dates upon which any relationships were terminated.*

- 1) *Kellwood Company;*
- 2) *The Wenzel Company;*
- 3) *H. Wenzel Tent & Duck Company;*
- 4) *The Machine Shop;*
- 5) *New Haven Manufacturing Company;*
- 6) *Hawthorn Finishing Company;*
- 7) *Riverfront Industries, Inc.;*
- 8) *Transportation Specialists, Inc.;*
- 9) *Citizens' Bank of New Haven;*
- 10) *Leader Publishing Company;*
- 11) *Metalcraft Enterprises;*
- 12) *MarChem Coated Fabrics, Inc.*

RESPONSE:

American Recreation Products, Inc. objects to the term "relationship" which is not adequately defined or limited in any manner.

1. **Kellwood Company sold all its Recreation Group assets and assigned all its Recreation Group leases in New Haven to American Recreation Products, Inc. on September 30, 1985. See Exhibit O. Part of the Purchase**

Price was a promissory note payable to Kellwood for \$15,000,000 from American Recreation Products. See Exhibit K.

On November 15, 1988, Kellwood Company acquired 100% of the stock of American Recreation Products, Inc. at a public auction held to foreclose on the stock which was collateral for the unpaid promissory note. American Recreation Products, Inc. thus became a wholly-owned subsidiary of Kellwood Company. See Exhibit M.

2. H. Wenzel Tent and Duck Company changed its name to The Wenzel Company on 9/25/73. A copy of the Certificate of Amendment is attached as Exhibit B. It was merged into American Recreation Products, Inc. on 7/29/93. A certificate of Merger and a Certificate of Authority from the State of Delaware are attached as Exhibits C and D, respectively.

3. H. Wenzel Tent and Duck Company was the original name of The Wenzel Company. It began operations in 1887 as a partnership and was incorporated in Missouri on 9/26/46.

It was acquired by American Recreation Products, Inc. on 9/30/85. See Exhibit E.

It was earlier acquired by Kellwood Company on 2/3/72. See Exhibit F.

Changed its name to The Wenzel Company on 9/25/73.

4. The Machine Shop. No known relationship.
5. New Haven Manufacturing Company was dissolved on March 5, 1975. American Recreation Products, Inc. had no relationship to it.
6. American Recreation Products, Inc. had no relationship with Hawthorn. Hawthorn Finishing Company was one of the original companies that merged to form Kellwood Company on September 30, 1961. See Exhibit H.
7. Riverfront Industries. No known relationship.
8. Transportation Specialists, Inc. No known relationship.
9. Citizen's Bank of New Haven. American Recreation Products, Inc. sends its rental checks for 502 Orchard Street to Citizen's Bank.
10. Leader Publishing Company. American Recreation Products, Inc. has purchased printing services from this company.

11. **Metalcraft Enterprises. American Recreation Products, Inc. sold its "Metals Division" tube fabrication business to Metalcraft and assigned its lease for 202 Industrial Drive to Metalcraft on March 29, 1989. See Exhibits P and Q. American Recreation Products, Inc. has been a customer of this company.**
12. **MarChem Coated Fabrics, Inc. American Recreation Products, Inc. sold its "Coated Fabrics Division" fabric finishing business to MarChem Coated Fabrics, Inc. and transferred or subleased the real estate at 500 Orchard Street to MarChem Coated Fabrics, Inc. on March 7, 1989. See Exhibit R. American Recreation Products, Inc. has been a customer of this company.**

D. Please provide the dates the following companies were or have been in existence: H. Wenzel Tent & Duck Co.; Wenzel Company; The Machine Shop; Hawthorn Finishing Company; New Haven Manufacturing Company. Provide the addresses where each of these companies operated, and the dates of operation.

RESPONSE:

1. **H. Wenzel Tent & Duck Co. began as a partnership in 1887. It was incorporated on 9/26/46. Acquired by Kellwood Company on 2/3/72. It then changed its name to The Wenzel Company on 9/25/73. Acquired by American Recreation Products, Inc. on 9/30/85. Dissolved and merged into American Recreation Products on 7/29/93.**

9/30/46 – 5/55 1035 Paul Street, St. Louis, MO

? – 7/31/50 1442 North 8th Street, St. Louis

6/50 – 5/55 1027 Paul Street, St. Louis

5/63 – 10/71 1280 Research Blvd., St. Louis, MO

02/03/72 – 1993 Industrial Road, New Haven, Missouri

1985 - 1993 1224 Fern Ridge Parkway, St. Louis, Missouri

2. **Wenzel Company is the same company as H. Wenzel Tent and Duck Co.**
3. **The Machine Shop – unknown except that it operated at Cottonwood and Front Streets, New Haven, Missouri, prior to 1959?**
4. **Hawthorn Finishing Company was incorporated on 6/20/50. Merged into Kellwood on 9/30/61.**

6/50 – 5/54 1027 Paul Street (Lease was in the name of H. Wenzel Tent and Duck Company, but Hawthorn operated out of it also.)

6/54 – 9/61 500 Orchard Street, New Haven, Missouri

5. **New Haven Manufacturing Company was incorporated on 9/25/58. It was dissolved on 3/5/75.**

1959? – 1972? Cottonwood and Front Streets, New Haven, Missouri

- E. *Provide any ARP shareholder, board of director, or other relevant meeting minutes, records or other documents pertaining to the Kellwood Company's acquisition of ARP and the companies listed in 2D. To the extent possible, provide any relevant meeting minutes, records or other documents for the companies listed in 2D. pertaining to their dissolution or to their acquisition by Kellwood.*

RESPONSE:

See Exhibit Z for American Recreation Product's minutes pertaining to its acquisition by Kellwood Company on November 15, 1988.

See Exhibit F for H. Wenzel Tent and Duck Co. (and Wenzel Company) minutes pertaining to its acquisition by Kellwood Company on February 3, 1972.

Neither American Recreation Products, Inc. nor Kellwood ever acquired the Machine Shop.

No Hawthorn minutes are available (it has been dissolved since 1961) but See Exhibit H for a reference to Hawthorn's merger into Kellwood on September 30, 1961.

See Exhibit S for New Haven Manufacturing Company stockholder minutes dated July 10, 1973 which for the first time state that Kellwood is the sole stockholder, which purchase of shares took place on February 23, 1973. See Exhibit I.

- F. *State the names of all the "corporate officers" for Kellwood Company and the companies listed in 2C. that have also served at any time as "corporate officers" for ARP. In addition, to the extent possible, name any other "corporate officers" for Kellwood and the companies listed in 2C. and state the dates when they served in such capacity. The term "corporate officers" includes, but is not limited to, any president, chief executive officer, vice-president, partner, secretary, and treasurer of each company.*

RESPONSE:

1. Corporate Officers of Kellwood Company – that have also served as corporate officers of American Recreation Products are set out in the Response to Section 2B.

2. & 3. The Wenzel Company and H. Wenzel Tent and Duck Company

Officers Who Were Also Officers of ARP:

William C. Beyer

- Vice President 12/21/81 – 11/15/88

W. Lee Capps, III

- Treasurer 06/09/88 – 11/15/88
- Vice President Finance and Treasurer 11/15/88 – 04/30/93

George J. Grabner, Jr.

- Vice President 11/15/88 – 05/01/92
- President 05/01/92 – 04/30/93

Edward D. Herrick

- Chairman of the Board 09/30/85 – 06/09/88
- Chairman of the Board and President 06/09/88 – 11/15/88

Timothy J. Hinds

- Vice President 11/15/88 – 04/30/93

James C. Jacobsen

- Vice President/Treasurer 08/05/75 – 09/30/85
- Senior Vice President Finance 11/15/88 – 04/30/93

Robert A. Maddocks

- Secretary 08/06/74 – 09/30/85
- Vice President, Secretary and General Counsel 11/15/88 – 09/30/89

William J. McKenna

- President 11/15/88 – 03/01/89
- Chairman of the Board 05/01/91 – 04/21/92
- Executive Vice President 04/21/92 – 04/30/93

Thomas H. Pollihan

- Assistant Secretary 01/03/83 – 09/30/85
- Assistant Secretary 11/15/88 – 09/30/89
- General Counsel and Secretary 09/30/89 – 04/30/93

Seth P. Slocum, Jr.

- President 10/02/81 – 12/21/81
- Vice Chairman 09/30/85 – 06/09/88

Hal J. Upbin

- Vice Chairman 09/30/85 – 11/15/88
- President 03/01/89 – 04/21/92
- President and Chairman of the Board 04/21/92 – 05/01/92
- Chairman of the Board 05/01/92 – 04/30/93

Jonathan M. Wainright

- Secretary 09/30/85 – 11/15/88

Fred W. Wenzel

- Vice President 09/30/46 – 10/01/53
- Vice President and Assistant Secretary 10/01/53 – 10/01/59
- Vice President and Assistant Secretary 06/28/62 – 08/31/71
- Vice President 08/06/74 – 09/30/85
- Chairman of the Board 11/15/88 – 04/30/91

Officers Who Were Not Also Officers of ARP:

John R. Barsanti

- Vice President 01/18/77 – 03/09/81

Kenneth Bevirt

- Vice President 04/01/50 – 08/05/80

Robert A. Collett

- Vice President/Treasurer 08/06/74 – 08/05/75

Fred Henry

- Vice President 04/01/50 – 08/05/80

Raymond Kratky

- Vice President 10/01/59 – 01/01/77

Fred H. Wenzel, II

- Vice President 01/25/62 – 09/28/62
- Vice President and Treasurer 09/28/62 – 09/29/67
- Vice President, Treasurer and Assistant Secretary 09-29-67 – 03/20/70
- Vice President and Treasurer 03/20/70 – 09/30/71
- Vice President 08/06/74 – 10/31/74

Herman Wenzel

- Secretary 09/30/71 – 08/06/74

Herman F. Wenzel

- President 09/30/46 – 09/30/59
- Chairman of the Board and Secretary/Treasurer 10/01/59 – 09/28/62
- Chairman of the Board and Secretary 09/28/62 – 09/30/71

William H. Wenzel

- Secretary/Treasurer 09/30/46 – 09/30/59
- President 10/01/59 – 09/30/71
- President and Chairman of the Board 09/30/71 – 08/06/74
- President 08/06/74 – 04/01/77

George W. Werley

- Vice President/Sales 01/01/77 – 04/01/77
- President 04/01/77 – 10/02/81

Donald Wheeler

- Vice President 08/04/81 – 12/21/81
- President 12/21/81 – 06/09/88

4. The Machine Shop – Officers of this company are unknown, the existence of common officers is very unlikely.

5. New Haven Manufacturing Company

Officers Who Were Also Officers of ARP:

Robert A. Maddocks

- Secretary 7/10/73 – 3/5/75

Fred W. Wenzel

- **Vice President 7/10/73 – 3/5/75**

Officers Who Were Not Also Officers of ARP:

William N. Kelley

- **President 7/10/73 – 3/5/75**

Richard B. Monzyk

- **Vice President & Secretary 9/19/58 – 2/23/73**

Robert F. Monzyk

- **President and Treasurer 9/19/58 – 2/23/73**

6. **Hawthorn Finishing Company. Unknown, minutes from forty years ago are missing.**
7. **Riverfront Industries, Inc. Officers of this company are unknown, the existence of common officers is very unlikely.**
8. **Transportation Specialists, Inc. Officers of this company are unknown, the existence of common officers is very unlikely.**
9. **Citizen's Bank of New Haven. Officers of this company are unknown, the existence of common officers is very unlikely, except perhaps Seth Slocum, Jr., but not necessarily at the same time.**
10. **Leader Publishing Company. Officers of this company are unknown, the existence of common officers is very unlikely.**
11. **Metalcraft Enterprises. Officers of this company are unknown, the existence of common officers is very unlikely, except perhaps Connie A. Laune, but not at the same time.**
12. **MarChem Coated Fabrics, Inc. Officers of this company are unknown, the existence of common officers is very unlikely.**

G. If Respondent is, or was a subsidiary of, otherwise owned or controlled by, or otherwise affiliated with another corporation or entity not mentioned in 2C. during the period of its operations in New Haven, then identify such company or entity and describe the nature of each such corporate relationship including, but not limited to:

- 1) *a general statement of the nature of the relationship;*
- 2) *the dates such relationship existed;*

- 3) *the percentage of ownership of Respondent held by such other entity; and*
- 4) *for each such affiliated entity provide the names and complete addresses of its parent, subsidiary and otherwise affiliated entities.*

RESPONSE:

Not Applicable, American Recreation Products, Inc. is a wholly owned subsidiary of Kellwood Company which was mentioned in 2C.

H. If Respondent no longer exists as the same legal entity it was during its period of operations in New Haven due to asset purchases or mergers, provide:

- 1) *the documents that embody the terms of such transactions (i.e., purchase agreements, merger and dissolution agreements, etc.);*
- 2) *the identities of the seller, buyer and any other parties to such transactions; and*
- 3) *a brief statement describing the nature of the asset purchases or mergers.*

RESPONSE:

Not Applicable, American Recreation Products, Inc. is still in existence.

3. Respondent's Current and Former Employees

A. For the following list of individuals, state whether each is or ever was an employee or agent of ARP. For each individual who is or ever was an ARP employee or agent, state the dates of employment, the job description with the company, the specific location(s) of employment (e.g., Cottonwood Street Facility, Industrial Drive Facility, etc.), and current addresses and telephone numbers (if available). State whether each individual ever handled or disposed of perchloroethene or tetrachloroethene (PCE) or trichloroethene (TCE), or materials containing PCE or TCE, in the course of his or her employment with ARP.

- 1) *Tony Bauer;*
- 2) *Dennis Bean;*
- 3) *Wayne Bock;*
- 4) *Don Brandt;*
- 5) *Kevin Busch;*
- 6) *Jerry Dotson;*
- 7) *Lee Downey;*
- 8) *Melvin Duvall;*
- 9) *John Englebreit;*

- 10) *Junior Gallagher;*
- 11) *Julius Gatzemeyer;*
- 12) *Roy Gerdès;*
- 13) *Tim Harris;*
- 14) *Earl Hedgedom;*
- 15) *Marvin Horstmann;*
- 16) *William Kelley,*
- 17) *Dale Koch;*
- 18) *Midge Krull;*
- 19) *Steven Kubiak;*
- 20) *Gary Kuhn;*
- 21) *Bernell Kuschel;*
- 22) *Kenneth Kuschel;*
- 23) *Lenny Landsbaum;*
- 24) *Matt Lipsinger;*
- 25) *Melvin Menke;*
- 26) *Anthony Meyer;*
- 27) *Dale Mocabee;*
- 28) *Richard Monzyk;*
- 29) *Robert Monzyk;*
- 30) *Chester Nichols;*
- 31) *Archie Oberg;*
- 32) *Art Pecaut;*
- 33) *Philip Pecaut;*
- 34) *John Peirick;*
- 35) *Marvin Pointer;*
- 36) *Thomas Pollihan;*
- 37) *John Pruessner;*
- 38) *Harold Rethemeyer;*
- 39) *Marvin Schroeder;*
- 40) *Al Sheedy;*
- 41) *Fritz Steinbeck;*
- 42) *John Steinbeck;*
- 43) *Eskel Tinhouse;*
- 44) *Eugene Vedder;*
- 45) *Roland Vedder;*
- 46) *Fred Wenzel;*
- 47) *Richard Willer;*
- 48) *Robert Winship;*
- 49) *Michael Wiser.*

RESPONSE:

See the attached spreadsheet dealing with American Recreation Products, Inc.'s current and former employees. Records do not indicate whether any particular individual ever handled or disposed of PCE or TCE, but no employee interviewed had ever handled or disposed of perchloroethene or tetrachloroethene (PCE) or

trichloroethene (TCE), or materials containing PCE or TCE, in the course of his or her employment with ARP. All 49 names are listed on that spreadsheet. Blanks after a person's name indicate that ARP does not have any record of that person's employment. It is believed that a number of people listed worked at Riverfront Industries (#2 Dennis Bean, #6 Jerry Dotson, #7 Lee Downey, #48 Robert Winship). It is believed that a number of the individuals listed worked at Transportation Specialists, Inc. (#27 Dale Mocabee, #37 John Pruessner, #40 Al Sheedy (should be Shealy)). It is believed that a number of the individuals mentioned worked at Citizen's Bank (#3 Wayne Bock, #4 Don Brandt). It is believed that a number of the individuals mentioned worked at the Machine Shop or New Haven Manufacturing Company (#28 Richard Monzyk and #29 Robert Monzyk). It is believed that one of the individuals listed is a current owner and occupant of the Cottonwood Facility (#49 Michael Wiser). Additionally, a number of the ARP employees may have gone on to work for Metalcraft Enterprises and MarChem Coated Fabrics, Inc. when those operations were sold.

4. Respondent's Operations at the Cottonwood Street Facility

A. *Provide a brief description of the nature of Respondent's operations, if any, at the Cottonwood Street Facility including:*

- 1) *the date such operations commenced and concluded;*
- 2) *the types of work performed including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Cottonwood Street Facility;*
- 3) *the names of supervisors and/or other ARP employees who worked at the Cottonwood Street facility during this time.*

B. *If the nature or size of Respondent's operations at the Cottonwood Street Facility changed over time, describe those changes and the dates they occurred.*

C. *State whether PCE or TCE, or materials containing PCE or TCE, were ever used, sold, stored, or otherwise handled in any way during Respondent's operations at the Cottonwood Street facility. If so, for each type of PCE or TCE material used, please provide the following information:*

- 1) *the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;*
- 2) *copies of Material Safety Data Sheets (MSDS) for such materials;*
- 3) *the time period(s) during which these materials were used;*
- 4) *the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);*

- 5) *the rate at which such materials were used (e.g., in gallons per year);*
 - 6) *the estimated total volume used of such materials during Respondent's operations at the Cottonwood Street facility;*
 - 7) *the names of ARP employees who might have used such materials at the Cottonwood Street facility.*
- D. *If PCE or TCE, or materials containing PCE or TCE, were ever used, sold, stored, disposed of, or otherwise handled at Respondent's Cottonwood Street facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Cottonwood Street facility.*
- E. *For each type of spent or waste materials containing PCE or TCE that were generated at Respondent's Cottonwood Street Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:*
- 1) *the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;*
 - 2) *any contracts, agreements, invoices, receipts or other documents which memorialize any such disposal arrangements for these waste materials;*
 - 3) *the dates such waste materials were picked up, transported, or disposed of;*
 - 4) *the ultimate disposal location of such waste materials;*
 - 5) *the rate at which such waste materials were being generated at the Cottonwood Street Facility (e.g., in gallons per year);*
 - 6) *the total quantity of waste materials generated during Respondent's operations at the Cottonwood Street Facility.*
- F. *State whether any material containing PCE or TCE from the Cottonwood Street Facility was ever buried, spilled, dumped, leaked, or otherwise released on either the premises or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.*
- 1) *If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.*

RESPONSE:

American Recreation Products, Inc. never operated at the Cottonwood Street Facility.

5. *Respondent's Operations at the Industrial Drive Facility*

- A. *Provide a brief description of the nature of Respondent's operations at the Industrial Drive Facility including:*
- 1) *the date such operations commenced;*
 - 2) *the types of work previously or currently performed at the facility, including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Industrial Drive Facility;*
 - 3) *the names of supervisors and/or other ARP employees who worked or are working at the Industrial Drive facility during this time.*

RESPONSE:

1. **American Recreation Products, Inc. commenced its operations on October 1, 1985.**
2. **Regarding 111, 113 and 113B Industrial Drive, these facilities consist of office space plus two large connected warehouses presently known as the International Distribution Center. Regarding 117 Industrial Drive, this is a Test Site where tent fabric is exposed to the effects of sunlight and simulated rainfall. None of these facilities involve industrial chemicals or institutional processes or manufacturing, recycling, recovering, treating or otherwise processing. 202 Industrial Drive was used as an aluminum tube mill where small diameter aluminum tubing was made from aluminum coils and a metal fabrication operation where aluminum tubing was cut, swaged, bent and hole-punched. Operations at 202 Industrial Drive ceased upon sale to Metalcraft on March 29, 1989.**
3. **Respondent objects to the request for the name of each and every supervisor and employee that worked on Industrial Drive over a period of 15 years as being unduly burdensome and apparently not retrievable under our computer system. A list of all current employees is set out below.**

**Alice Brooks
Karen Cash
Arica Dare
Evelyn Dismang**

Paula Farrar
Jamie Ferguson
Robin Huff
Tammy Kleinheider
Eugene Lloyd
Brian Meyer
Mark Norton
William Pohtos
Jeanne Schaedler
Cynthia Schneider
Kenneth Seamon
Brenda Sory
Justin Strubberg
Carol Triplett
Anthony Bauer
John Birkman
Linda Cowens
Donna Duvall
Janet Finders
Shirley Geisler
Pamela Gumper
Whitney Hasty
Karen Hoffmann
Luke Jasper
Robert Kattelmann
Robert Kliewer
Mary Kloeppe
Sharon Leeper
Rodney McClure
Donna Meyer
William Meyer
Lisa Penn
James Royle
Lyndon Ruediger
June Smith
Erica Tyree
Frederick Weber
Kristine Zumsteg

- B. *If the nature or size of Respondent's operations at the Industrial Drive Facility changed over time, describe those changes and the dates they occurred.*

RESPONSE:

Respondent's operations at 202 Industrial Drive changed in that it sold the tube mill machinery to Norandal USA, Inc. in late 1988 or early 1989 and it sold the

tube fabrication "Metals Division" business to Metalcraft Enterprises on March 29, 1989 at which time American Recreation Products, Inc. ceased all operations in 202 Industrial Drive.

- C. *State whether PCE, TCE, or materials containing PCE or TCE, have ever been used, sold, stored, or otherwise handled in any way during Respondent's operations at the Industrial Drive facility. If so, for each type of PCE or TCE material used, please provide the following information:*
- 1) *the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;*
 - 2) *copies of Material Safety Data Sheets (MSDS) for such materials;*
 - 3) *the time period(s) during which these materials were used;*
 - 4) *the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);*
 - 5) *the rate at which such materials were used (e.g., in gallons per year);*
 - 6) *the estimated total volume used of such materials during Respondent's operations at the Industrial Drive facility;*
 - 7) *the names of ARP employees who might have used such materials at the Industrial Drive facility.*

RESPONSE:

No MSDS sheet indicates the presence of products containing PCE or TCE at the current operations on Industrial Drive. No employees interviewed nor any files indicate the presence of PCE or TCE on Industrial Drive except as set out below.

In approximately 1990, American Recreation Products, Inc. and Kellwood Company were informed by the State of Missouri that a former employee had stated that at some period during the operation of the tube mill one or more employees of the tube mill dumped cleaning solvent containing PCE or TCE on the City owned property just to the north of 202 Industrial Drive. The State never told us exactly what product was involved but I understood it was some sort of cleaning solvent used to clean the tool and dye operation involved with the tube mill. — Kellwood Company cooperated with the State and entered into a voluntary cleanup, which is described below in Subsection 5(G).

- D. *If PCE or TCE, or materials containing PCE or TCE, have ever been used, sold, stored, disposed of, or otherwise handled at Respondent's Industrial Drive facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Industrial Drive facility.*

- E. *For each type of spent or waste materials containing PCE or TCE that have been generated at Respondent's Industrial Drive Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:*
- 1) *the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;*
 - 2) *any contracts, agreements, invoices, receipts or other documents which memorialize any such disposal arrangements for these waste materials;*
 - 3) *the dates such waste materials were picked up, transported, or disposed of;*
 - 4) *the ultimate disposal location of such waste materials;*
 - 5) *the rate at which such waste materials were being generated at the Industrial Drive Facility (e.g. in gallons per year);*
 - 6) *the total quantity of waste materials generated during Respondent's operations at the Industrial Drive Facility.*
- F. *State whether any material containing PCE or TCE from the Industrial Drive Facility was ever buried, spilled, dumped, leaked or otherwise released on either the premises, or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.*
- 1) *If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.*

RESPONSE TO D, E AND F:

The only information known relates to the cleaning solvent that was dumped on the north lot. Other than this dumping on the north lot, no one interviewed recently (or in connection with the State's investigation years earlier) had any knowledge about any material containing PCE or TCE from the Industrial Drive facility ever being used or generated there, or buried, spilled, dumped, leaked or otherwise released at any location in New Haven or at the City of New Haven Landfill.

- G. *Describe the ongoing soil contamination and remediation work conducted by ARP or Kellwood at the Metalcraft Enterprises, Inc. facility on Industrial Drive. This information should include, but not be limited to, the chemicals or substances that caused the contamination; how the contamination was*

caused; the actions that have been or are to be taken to clean up this contamination; and the estimated completion date of the cleanup.

RESPONSE:

Kellwood Company entered into a voluntary cleanup agreement and plan of remediation with the Missouri State Department of Natural Resources. The contaminants involved were PCE, vinyl chloride; TCE; 1, 1 DCE and 1, 2 DCE. Some of the soil on the north lot at Industrial Drive was hauled away and incinerated. The remaining soil was land farmed over a period of years until the concentration was less than 1 ppm which was achieved June 25, 1998. Throughout the land farming process and for three years thereafter, quarterly readings are taken from city well number three and the three monitoring wells surrounding the contaminated site, and no contamination has been detected in the groundwater.

6. Respondent's Operations at the Orchard Street Facility

- A. Provide a brief description of the nature of Respondent's operations at the Orchard Street Facility including:
- 1) the date such operations commenced;
 - 2) the types of work previously or currently performed at the facility, including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Orchard Street Facility;
 - 3) the names of supervisors and/or other ARP employees who worked at the Orchard Street facility during this time.

RESPONSE:

1. American Recreation Products, Inc. began operations on Orchard Street on October 1, 1985.
2. 502 Orchard Street contains offices, a custom sewing operation and a warehouse together with another warehouse next door at the Mitchell Building. No industrial chemical institutional processes or recycling, recovering, treating or otherwise processing operations occurred at the 502 Orchard Street Facility. The custom sewing operation involves the assembly and sewing of Mobiflex tents as well as certain specialty sunshade products.

At 500 Orchard Street, American Recreation Products, Inc. operated a fabric finishing line. Unfinished fabric was immersed into liquid vats and then removed and air or heat dried in order to produce tent fabric by the

liquid adding color, waterproofing properties, fire retardant properties, anti-fungal properties, etc.

3. Respondent objects to providing names of supervisors and all employees who have worked at the Orchard Street Facility over a 15 year period as being unduly burdensome and apparently not retrievable under our computer system. A list of current employees is set out below.

Elizabeth Amrein
Barbara Barch
Theresa Bauer
Melvin Berkemeyer
Marvin Birk
Betty Blaue
Hansi Bloch
Kathleen Boehmer
Nadene Branson
Linda Busch
Vernon Cannon
Frieda Carey
Barbara Carman
Marilyn Carver
Mohammad Chughtai
Velvia Dare
Judith Diener
Jeanne Dierking
Rose Dunakey
Frances Dunlap
Loretta Elfline
Leann Endsley
Alma Findley
David Freie
Betty Frick
Sean Fritz
Barbara Gilbert
Joseph Gillette
Shella Groppe
Earl Hagedorn
Richard Herring
Barbara Hiatt
Rebecca Joers
Roy Jones
Lorinda Kearney
Mary Knight
Candice Korman
Genie Krull
Debra Krull

**Cathryn Landolt
Linda Luecke
Amy McDaris
Arthur Medlock
Dorothy Menke
Rhonda Mustion
Georgia Novotney
Susan Oetterer
Barbara Pruessner
Martin Pruessner
Barbara Riggins
Patty Robertson
Norma Rohlfing
Rosemary Rosebrock
Deborah Schaefferkoet
William Schellhamer
Judy Schuck
Dorothy Schultz
Sandra Seamon
Mark Seamon
Marilyn Sneddy
Louis Speckhals
Carol Steiger
James Strubberg
Donna Thompson
Shelly Ullrich
Joann Vandegriffe
Alvirda Vollertsen
Brenda Voss
Karen Voss
Donna Wehmeyer
Cindy Yates
Jamie Zumsteg**

- B. If the nature or size of Respondent's operations at the Orchard Street Facility changed over time, describe those changes and the dates they occurred.*

RESPONSE:

The operation at 500 Orchard Street was sold as explained above in the Response to 1 C 12. The number of employees involved in the custom sewing at the 502 Orchard Street Facility has diminished over time.

- C. State whether PCE, TCE or materials containing PCE or TCE, have ever been used, sold, stored, or otherwise handled in any way during*

Respondent's operations at the Orchard Street facility. If so, for each type of PCE or TCE material used, please provide the following information:

- 1) *the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;*
- 2) *copies of Material Safety Data Sheets (MSDS) for such materials;*
- 3) *the time period(s) during which these materials were used;*
- 4) *the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);*
- 5) *the rate at which such materials were used (e.g., in gallons per year);*
- 6) *the estimated total volume used of such materials during Respondent's operations at the Orchard Street facility;*
- 7) *the names of ARP employees who might have used such materials at the Orchard Street facility.*

RESPONSE:

One MSDS sheet was found for a product containing PCE or TCE currently at the Orchard Street building. Based on interviews with employees and review of files, this appears to be the only product containing PCE at Orchard Street.

1. **The product involved is Steelcote 119 Silicone Lubricant.**
 2. **A copy of the MSDS sheet is attached as Exhibit T.**
 3. **The MSDS sheet was prepared August 16, 1993. It is believed that we just purchased one eight-inch high aerosol spray can, which is still present.**
 4. **The product is used for lubrication in the mechanic's shop on equipment shafts.**
 5. **The product is used very seldom. It is currently kept in a locked cabinet.**
 6. **The total volume is estimated to be less than one aerosol spray can.**
 7. **The product is used by employee Dick Herring whose position is Head of Maintenance.**
- D. *If PCE, TCE, or materials containing PCE or TCE, have ever been used, sold, stored, disposed of, or otherwise handled at Respondent's Orchard Street facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Orchard Street facility.*

RESPONSE:

It is believed this product was purchased from Steelcote Manufacturing Company.

- E. *For each type of spent or waste materials containing PCE or TCE that have been generated at Respondent's Orchard Street Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:*
- 1) *the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;*
 - 2) *any contracts, agreements, invoices, receipts, or other documents which memorialize any such disposal arrangements for these waste materials;*
 - 3) *the dates such waste materials were picked up, transported, or disposed of;*
 - 4) *the ultimate disposal location of such waste materials;*
 - 5) *the rate at which such waste materials were being generated at the Orchard Street Facility (e.g. in gallons per year);*
 - 6) *the total quantity of waste materials generated during Respondent's operations at the Orchard Street Facility.*

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE having been generated at 502 Orchard Street. If EPA feels that this aerosol spray can requires special treatment when empty, please tell us. When 500 Orchard Street was sold March 7, 1989, all of the personnel and records went with the building. Former Kellwood and ARP management personnel are no longer employed there. It is believed that ARP may have been a registered small quantity generator, but the State's investigation years ago concluded that no PCE or TCE was generated at the site.

- F. *State whether any material containing PCE or TCE from the Orchard Street Facility was ever buried, spilled, dumped, leaked, or otherwise released on either the premises, or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.*

- 1) *If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.*

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE from the Orchard Street Facility ever having been buried, spilled, dumped, leaked or otherwise released at any location in New Haven or at the City of New Haven Landfill.

7. *Respondent's Operations at the Maupin Avenue Facility*

A. *Provide a brief description of the nature of Respondent's operations, if any, at the Maupin Avenue Facility including:*

- 1) *the date such operations commenced and concluded;*
- 2) *the types of work performed at the facility, including, but not limited to, the industrial, chemical or institutional processes undertaken at each location and the products Respondent manufactured, recycled, recovered, treated or otherwise processed in the operations at the Maupin Avenue Facility;*
- 3) *the names of supervisors and/or other ARP employees who worked at the Maupin Avenue facility during this time.*

RESPONSE:

1. **American Recreation Products, Inc. operations at Maupin Avenue began October 1, 1985 and concluded when the building was sold May 14, 1988.**
2. **The building was known as the Research Building. It was used primarily for new product development and research. It served as an office for various product developers and product managers, and as a meeting place for product reviews with customers. For awhile there was a small laboratory in the basement where new product analysis was done. Later that laboratory was moved to 500 Orchard Street.**
3. **Respondent objects to a listing of the names of all supervisors and employees at this facility over the period of time it was in operation as unduly burdensome and apparently not retrievable under our computer system. No employee has worked at this location in the last 12 years. Harold Pohl did work there at one time in his 37-year career.**

- B. *If the nature or size of Respondent's operations at the Maupin Avenue Facility changed over time, describe those changes and the dates they occurred.*

RESPONSE:

All activities at this facility ended on May 14, 1988 when it was sold.

- C. *State whether PCE, TCE, or materials containing PCE or TCE, were ever used, sold, stored, or otherwise handled in any way during Respondent's operations at the Maupin Avenue facility. If so, for each type of PCE or TCE material used, please provide the following information:*
- 1) *the chemical name and composition, trade name, and local and/or Federal registration number of any such materials, if any;*
 - 2) *copies of Material Safety Data Sheets (MSDS) for such materials;*
 - 3) *the time period(s) during which these materials were used;*
 - 4) *the purpose(s) for using these materials (for example, cleaning and maintenance of equipment and machinery, cleaning spills of liquid or solid materials, etc.);*
 - 5) *the rate at which such materials were used (e.g., in gallons per year);*
 - 6) *the estimated total volume used of such materials during Respondent's operations at the Maupin Avenue facility;*
 - 7) *the names of ARP employees who might have used such materials at the Maupin Avenue facility.*

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE ever having been used, sold, stored or otherwise handled at this facility.

- D. *If PCE, TCE, or materials containing PCE or TCE, were ever used, sold, stored, disposed of, or otherwise handled at Respondent's Maupin Avenue facility during this time, identify the supplier(s) and transporters of such materials to the facility. Provide copies of any and all contracts, service orders, purchase orders, shipping manifests, invoices, receipts, and/or other documents pertaining to the supplying of these materials to the Maupin Avenue facility.*
- E. *For each type of spent or waste materials containing PCE or TCE that were generated at Respondent's Maupin Avenue Facility, describe Respondent's methods for disposal, treatment, storage, recycling, and/or sale of such materials. Such information must include, but not be limited to:*

- 1) *the names of any individuals and/or companies that were contracted to or otherwise responsible for picking up, transporting or otherwise disposing of such waste materials;*
- 2) *any contracts, agreements, invoices, receipts, or other documents which memorialize any such disposal arrangements for these waste materials;*
- 3) *the dates such waste materials were picked up, transported, or disposed of;*
- 4) *the ultimate disposal location of such waste materials;*
- 5) *the rate at which such waste materials were being generated at the Maupin Avenue Facility (e.g. in gallons per year);*
- 6) *the total quantity of waste materials generated during Respondent's operations at the Maupin Avenue Facility.*

F. *State whether any material containing PCE or TCE from the Maupin Avenue Facility was ever buried, spilled, dumped, leaked, or otherwise released on either the premises, or the City of New Haven Landfill near Highway 100 and Industrial Park Road, or any other location in New Haven. If so, please provide the dates and locations of such releases. Identify any current or former ARP employees who might have performed such activities or who might have further knowledge on this matter.*

- 1) *If materials containing PCE or TCE had been sent to the City of New Haven Landfill, state where these materials were sent following the City's closure of this landfill.*

RESPONSE:

No one interviewed had any knowledge about any material containing PCE or TCE from the Maupin Avenue Facility was ever having been generated or buried, spilled, dumped, leaked or otherwise released at any location in New Haven, or at the City of New Haven Landfill.

8. **Information About Others**

- A. *State whether ARP ever sold PCE or TCE or any other solvents to any individuals or corporate entities in New Haven.*

RESPONSE:

No.

- B. *If you believe that there may be other persons able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.*

RESPONSE:

Aware of no one other than the companies and individuals that worked at the Cottonwood site and the MDNR.

3.A. ARP's Current and Former Employees

American Recreation Prod. Employment									
Name	Location Code	D.O.H.	P.O.T.	Position Title	Address	City	State	Zip Code	Telephone #
1) Tony Bauer	Wenzel Warehouse, 111 Industrial Drive	10/01/1985	Active	Lead Warehouse Person					
2) Dennis Bean									
3) Wayne Bock									
4) Don Brandt									
5) Kevin Busch									
6) Jerry Dotson									
7) Albert Lee Downey		12/31/1987	05/28/1988	Feb-1					
8) Melvin Duvall	Metals Div. 202 Industrial Drive	10/01/1985	03/28/1989	Section Lead Person					
9) John Engelbrecht	Textile Div. 500 Orchard St.								
10) Junior Gallagher									
11) Julius Getzemeyer									
12) Roy Gerdes									
13) Tim Harris									
14) Earl Hagedorn	502 Orchard St.	10/01/1985	Active	Service/Warehouse Team					
15) Marvin Horstmann	Metals Div. 202 Industrial Drive	10/01/1985							
16) William Kelley									
17) Dale Koch	Textile Div. 500 Orchard St.	10/01/1985	04/03/1989						
18) Albert "Midge" Krull	Traffic, 111 Industrial Dr.	10/01/1985							
19) Steven Kubiak	Metals Div. 202 Industrial Drive	10/01/1985							
20) Gary Kuhn									
21) Bernell Kuschel									
22) Kenneth Kuschel	Metals Div. 202 Industrial Drive	10/01/1985	03/28/1989	Maintenance Lead Person					
23) Lenny Landsbaum									
24) Matt Lipsinger									
25) Melvin Menka									
26) Anthony Meyer		10/01/1985	03/03/1989	Line Operator					
27) Dale Mocabes									
28) Richard Morzyk	Metals Div. 202 Industrial Drive	10/01/1985	03/24/1989	Tool and Die Manager					
29) Robert Morzyk									

3.A. ARP's Current and Former Employees

American Recreation Prod. Employment									
Name	Location Code	D.O.H.	O.I.T.	Position Title	Address	City	State	Zip Code	Telephone #
30) Chester Nichols	Metals Div. 202 Industrial Drive	10/01/1965	03/21/1969	Plant Manager					
31) Archie Öberg	502 Orchard St.								
32) Art Pecaut									
33) Philip Pecaut									
34) John Patrick	Textile Div. 500 Orchard St.	10/01/1965	03/10/1969						
35) Marvin Pointer	Metals Div. 202 Industrial Drive	10/01/1965	03/28/1969	Section Lead Person					
36) Thomas Pollhan									
37) John Pruessner	Metals Div. 202 Industrial Drive	10/01/1965	03/28/1969	Maintenance Mechanic					
38) Harold Roethmeyer	Traffic, 111 Industrial Dr.	10/05/1965	10/31/1990	Warehouse Traffic Dir.					
39) Marvin Schroeder									
40) Al Sheedy									
41) Fritz Steinbeck	502 Orchard St.	10/01/1965	03/02/1969						
42) John Steinbeck									
43) Eskel Tinhouse									
44) Eugene Vedder									
45) Roland Vedder									
46) Fred Wenzel									
47) Richard Willer	Textile Div. 500 Orchard St.	10/01/1965	03/14/1969	Director of Purchases					
48) Robert Winship									
49) Michael Wisser									

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of Missouri :

County of St. Louis :

SS: :

I certify under penalty of law that I personally examined and am familiar with the information submitted in this document (Response to EPA Request for Information) and all documents submitted herewith, and that based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Thomas H. Pollihan
NAME (print or type)

General Counsel and Secretary
TITLE (print or type)

Thomas H. Pollihan
SIGNATURE

Sworn to before me on this
28th day of April, 2000.

Lisa C. Foreman
NOTARY PUBLIC

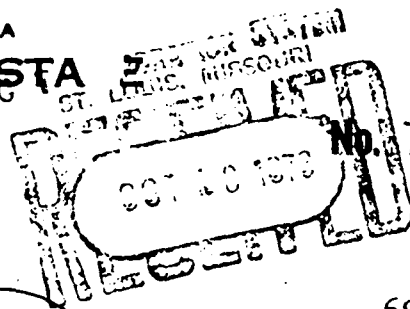
My Commission Expires: 6-8-2003

LISA C. FOREMAN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 8, 2003

EXHIBITS

STATE OF CALIFORNIA
SECRETARY OF STATE

111 CAPITOL MALL
SACRAMENTO 95814



719935

690936

CORPORATION No.

C T Corporation System
314 North Broadway
St. Louis, MO 63102

ATTN: W. C. BRADFORD, JR.

DATE OCT 12 1973
Missouri

jm

IF STATEMENT INDICATES BALANCE DUE, DETACH THIS PART AND RETURN WITH REMITTANCE

RE: THE WENZEL COMPANY		AMOUNT CHARGED	
	Filing articles of incorporation.....		
	Filing qualification papers, foreign corporation.....	10/11/73	350 00
\$2.00	Recording.....		2 00
2.00	Affixing certificate and seal to copy.....		
1.00	Comparing.....		
30¢ per page	Making copy.....		
	Filing certificate re amendment articles of incorporation.....		
		
5.00	Filing document supplementing or amending qualification papers, foreign corporation.....		
	Filing agreement of merger or consolidation and certificates constituent corporations.....		
5.00	Filing certificates of election to wind and dissolve.....		
5.00	Filing certificate of final dissolution.....		
10.00	Filing application to trademark, and/or service mark, and/or renewal.....		
5.00	Recordation of assignment of trademarks and/or service marks.....		
5.00	Filing designation of agent.....		5 00
3.00	Issuing certificate of filing.....		
3.00	Issuing certificate of good standing.....		
3.00	Issuing certificate of listings re corporate documents.....		
5.00	Filing certified copy of decree changing name.....		
2.00	Certifying to qualification of (officer).....		
5.00	Attesting commission.....		
1.00	Repro S/O.....		
5.00	Receiving copies of process against corporation.....		
		
	Special handling fee.....		200 00
	Minimum franchise tax prepayment.....		
TOTAL CHARGES			557 00
AMOUNT RECEIVED			557 00
REFUND			
BALANCE DUE			0

719935



STATE of MISSOURI
JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Amendment

WHEREAS, THE WENZEL COMPANY (FORMERLY H. WENZEL TENT & DUCK COMPANY), a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 25th day of September, 1973.

James C. Kirkpatrick
Secretary of State



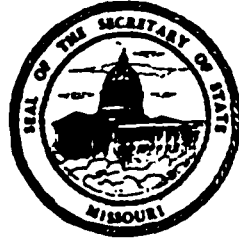
RECEIVED OF: THE WENZEL COMPANY
Three and no/100 Dollars, \$3.00
For Credit of General Revenue Fund, on Account of Amendment Fee.

No. 68729

Donahyne Miller
Deputy Collector of Revenue

EXHIBIT B

EXHIBIT B



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

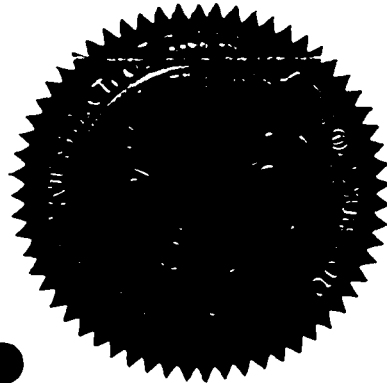
Certificate of Amendment

WHEREAS, THE WENZEL COMPANY (FORMERLY H. WENZEL TENT & DUCK COMPANY) a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 25th day of September, 19 73.

James Kirkpatrick
Secretary of State



I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, hereby certify that the copy of the Certificate of Amendment above set forth, is full, true, and complete, and that to the first issued certified copy thereof I have attached a copy of the Articles of Amendment referred to therein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 25th day of September, 19 73.

James Kirkpatrick
Secretary of State

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
H. WENZEL TENT & DUCK COMPANY

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned corporation certifies the following:

(1) The name of the corporation is H. Wenzel Tent & Duck Company.

(2) An amendment to the corporation's Articles of Incorporation was adopted by the shareholders on September 19, 1973.

(3) Article One of the Articles of Incorporation was amended so as to read as follows:

"ARTICLE ONE

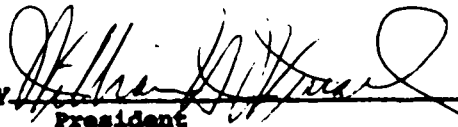
The name of the corporation shall be The Wenzel Company."

(4) Of the One Thousand Two Hundred Thirty (1,230) shares outstanding, One Thousand Two Hundred Thirty (1,230) shares were entitled to vote on such amendment.

(5) The number of shares voted for said amendment was One Thousand Two Hundred Thirty (1,230) and the number of shares voted against said amendment was none.

IN WITNESS WHEREOF, the undersigned, William H. Wenzel, President of H. Wenzel Tent & Duck Company, has executed this instrument and the secretary has affixed its corporate seal hereto and attested said seal on the 19th day of September, 1973.

H. WENZEL TENT & DUCK COMPANY

By 
President

Attest:



Secretary

EXHIBIT C



State of Missouri
Judith K. Moriarty, Secretary of State

Corporation Division

Certificate of Merger —
Foreign Corporation Surviving

WHEREAS, Articles of Merger of the following corporations:

Name of Corporations THE WENZEL COMPANY (#00068729)

INTO:

AMERICAN RECREATION PRODUCTS, INC. (#F00280780)

Organized and Existing Under Laws of Missouri Delaware

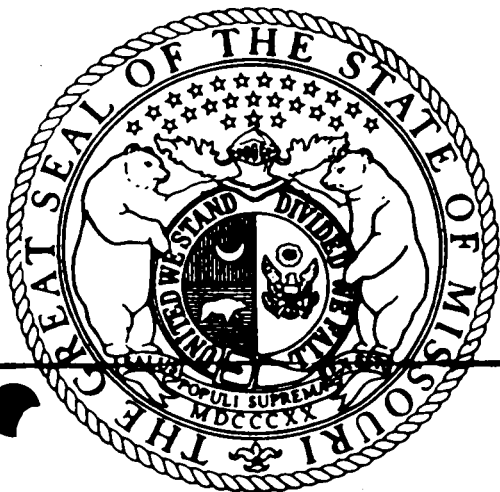
have been received, found to conform to law, and filed.

NOW, THEREFORE, I, JUDITH K. MORIARTY, Secretary of State of the State of Missouri, issue this Certificate of Merger, certifying to the foregoing and certifying that the merger of the aforementioned corporations with AMERICAN RECREATION PRODUCTS, INC. (#F00280780)

as the surviving corporation, shall be effective on the date on which the same becomes effective in the State of Delaware, effective date: April 30 1993.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 29th day of July, 19 93.

Judith K. Moriarty
Secretary of State



ARTICLES OF MERGER
OF
THE WENZEL COMPANY
(a Missouri corporation)

INTO

AMERICAN RECREATION PRODUCTS, INC.
(a Delaware corporation)

FILED AND CERTIFICATE
ISSUED

JUL 29 1993

Judith K. D'Amico
SECRETARY OF STATE

Pursuant to the provisions of The General and Business Corporation Law of Missouri governing the merger of one or more domestic wholly-owned subsidiary business corporations into a foreign parent business corporation, the domestic corporation and the foreign corporation hereinafter named do hereby adopt the following articles of merger.

ARTICLE ONE

The name of the subsidiary corporation, which is a business corporation incorporated under the laws of the State of Missouri, is The Wenzel Company.

The number of shares of The Wenzel Company which were outstanding on the date of the approval of the Plan of Merger set forth in ARTICLE THREE of these Articles of Merger is 1,550, all of which are of one class, and all of which are owned by American Recreation Products, Inc.

ARTICLE TWO

The name of the parent corporation which is a business corporation incorporated under the laws of the State of Delaware, is American Recreation Products, Inc.

The number of shares of American Recreation Products, Inc. which were outstanding on the day of the approval of the Plan of Merger set forth in ARTICLE THREE of these Articles of Merger is 99,000, all of which are of one class.

The laws of the jurisdiction of incorporation of American Recreation Products, Inc. permit a business corporation of another jurisdiction to merge with a business corporation of the jurisdiction of incorporation of The Wenzel Company.

ARTICLE THREE

The following is a copy of the resolution adopted by the Board of Directors of American Recreation Products, Inc. on

April 20, 1993, in which said Board of Directors approved the Plan of Merger for merging The Wenzel Company into American Recreation Products, Inc.:

RESOLVED, that The Wenzel Company be merged into the Corporation, and that all of the estate, property, rights, privileges, powers, and franchises of The Wenzel Company be vested in and held and enjoyed by the Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by The Wenzel Company in its name;

FURTHER RESOLVED that this Board of Directors does hereby approve the following Plan of Merger for the purpose of merging The Wenzel Company into the Corporation:

PLAN OF MERGER

American Recreation Products, Inc., which is a business corporation of the State of Delaware, and is the owner of all of the outstanding shares of The Wenzel Company, which is a business corporation of the State of Missouri, hereby merges The Wenzel Company into American Recreation Products, Inc. pursuant to the provisions of The General and Business Corporation Law of Missouri and pursuant to the provisions of the Delaware General Corporation Law.

The separate existence of The Wenzel Company shall cease upon the effective date of the merger pursuant to the provisions of The General and Business Corporation Law of Missouri; and American Recreation Products, Inc., as the surviving corporation, shall continue its existence pursuant to the provisions of the Delaware General Corporation Law.

Inasmuch as American Recreation Products, Inc. ~~owns all of the issued and outstanding shares of The~~ Wenzel Company, the issued and outstanding shares of The Wenzel Company shall not be converted into shares of American Recreation Products, Inc., and no securities, cash, property, or rights shall be issued, paid, delivered, or granted by American Recreation Products, Inc. for said shares of The Wenzel Company, but each said share of The Wenzel Company which is issued and outstanding as of the effective date of the merger shall be surrendered and extinguished.

American Recreation Products, Inc. shall assume all of the liabilities and obligations of The Wenzel Company.

FURTHER RESOLVED, that the Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the laws of the State of Missouri and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of The Wenzel Company and of the Corporation and in any other appropriate jurisdiction;

FURTHER RESOLVED, that the Board of Directors and the proper officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of the merger herein provided for; and

FURTHER RESOLVED, that the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions shall be April 30, 1993, and that, insofar as the General Corporation Law of the State of Delaware shall govern the same, said time shall be the effective merger time.

ARTICLE FOUR

The Plan of Merger set forth in ARTICLE THREE of these Articles of Merger has been adopted pursuant to the provisions of Section 351.447 of The General and Business Corporation Law of Missouri.

ARTICLE FIVE

~~American Recreation Products, Inc. is in compliance~~ with the 90 percent ownership requirement prescribed by the provisions of Section 351.447 of The General and Business Corporation Law of Missouri inasmuch as American Recreation Products, Inc. presently owns 100 percent of the outstanding shares of The Wenzel Company and will continue to own 100 percent of said outstanding shares until the issuance of a certificate of merger by the Secretary of State of the State of Missouri.

ARTICLE SIX

American Recreation Products, Inc. does hereby agree that it may be served with process in the State of Missouri and hereby irrevocably appoints the Secretary of State of Missouri as its agent to accept service of process in any proceeding based upon any cause of action against The Wenzel Company arising in the state of Missouri prior to the issuance of a certificate of merger by the Secretary of State of the State of Missouri.

Dated: April 21, 1993

THE WENZEL COMPANY

By: William J. McKenna
William J. McKenna,
Executive Vice President

Attest: Thomas H. Pollihan
Thomas H. Pollihan,
Secretary

Dated: April 21, 1993

AMERICAN RECREATION PRODUCTS, INC.

By: William J. McKenna
William J. McKenna,
Executive Vice President

Attest: Thomas H. Pollihan
Thomas H. Pollihan,
Secretary

STATE OF MISSOURI)
) SS.:
COUNTY OF ST. LOUIS)

I, Mary L. Mays, a notary public in and for the State and County aforesaid, do hereby certify that on this 2nd day of April 1993, personally appeared before me William J. McKenna who, being by me first duly sworn, declared that he is the Executive Vice President of The Wenzel Company and the Executive Vice President of American Recreation Products, Inc., that he signed the foregoing document as Executive Vice President of the said corporations, and that the statements therein contained are true.

Mary L. Mays
Notary Public

MARY L. MAYS
NOTARY PUBLIC - STATE OF MISSOURI
FRANKLIN COUNTY
MY COMMISSION EXPIRES OCTOBER 10, 1993

[Notarial seal]

State of Delaware
Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF AMERICAN RECREATION PRODUCTS, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING THE WENZEL COMPANY A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF APRIL, A.D. 1993, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO NEW CASTLE COUNTY RECORDER OF DEEDS ON THE TWENTIETH DAY OF MAY, A.D. 1993 FOR RECORDING.

* * * * *



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION# 3906216

DATE: 05/20/1993

931235220

EXHIBIT D

CERTIFICATE OF OWNERSHIP AND MERGER

OF

THE WENZEL COMPANY
(a Missouri corporation)

into

AMERICAN RECREATION PRODUCTS, INC.
(a Delaware corporation)

It is hereby certified that:

1. American Recreation Products, Inc. (hereinafter sometimes referred to as the "Corporation") is a business corporation of the State of Delaware.

2. The Corporation is the owner of all of the outstanding share of stock of The Wenzel Company, which is a business corporation of the State of Missouri.

3. The laws of the jurisdiction of organization of The Wenzel Company permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.

4. The Corporation hereby merges The Wenzel Company into the Corporation.

5. The following is a copy of the resolutions adopted on April 10, 1993 by the Board of Directors of the Corporation to merge the said The Wenzel Company into the Corporation:

RESOLVED, that The Wenzel Company be merged into the Corporation, and that all of the estate, property, rights, privileges, powers, and franchises of The Wenzel Company be vested in and held and enjoyed by the Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by The Wenzel Company in its name;

FURTHER RESOLVED that this Board of Directors does hereby approve the following Plan of Merger for the purpose of merging The Wenzel Company into the Corporation:

PLAN OF MERGER

American Recreation Products, Inc., which is a business corporation of the State of Delaware, and is the owner of all of the outstanding shares of The Wenzel Company, which is a business corporation of the State of Missouri, hereby merges The Wenzel Company into American Recreation Products, Inc. pursuant to the provisions of The General and Business Corporation Law of Missouri and pursuant to the provisions of the Delaware General Corporation Law.

The separate existence of The Wenzel Company shall cease upon the effective date of the merger pursuant to the provisions of The General and Business Corporation Law of Missouri; and American Recreation Products, Inc., as the surviving corporation, shall continue its existence pursuant to the provisions of the Delaware General Corporation Law.

Inasmuch as American Recreation Products, Inc. owns all of the issued and outstanding shares of The Wenzel Company, the issued and outstanding shares of The Wenzel Company shall not be converted into shares of American Recreation Products, Inc., and no securities, cash, property, or rights shall be issued, paid, delivered, or granted by American Recreation Products, Inc. for said shares of The Wenzel Company, but each said share of The Wenzel Company which is issued and outstanding as of the effective date of the merger shall be surrendered and extinguished.

American Recreation Products, Inc. shall assume all of the liabilities and obligations of The Wenzel Company.

FURTHER RESOLVED, that the Corporation shall cause to be executed and filed and/or recorded the documents ~~prescribed by the laws of the State of Delaware, by the laws~~ of the State of Missouri and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of The Wenzel Company and of the Corporation and in any other appropriate jurisdiction;

FURTHER RESOLVED, that the Board of Directors and the proper officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or

become necessary, proper or convenient to carry out or put into effect any of the provisions of the merger herein provided for; and

FURTHER RESOLVED, that the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions shall be April 30, 1993, and that, insofar as the General Corporation Law of the State of Delaware shall govern the same, said time shall be the effective merger time.

Executed on April 21, 1993

AMERICAN RECREATION PRODUCTS, INC.

By: William J. McKenna
William J. McKenna,
Executive Vice President

Attest:

Thomas H. Pollihan
Thomas H. Pollihan,
Secretary

THE WENZEL COMPANY

Written Consent to Action
by the Sole Shareholder

The undersigned, being the sole Shareholder of The Wenzel Company, a Missouri corporation (the "Corporation"), hereby adopts in writing, pursuant to Section 351.273 of the Missouri General and Business Corporation Law, the following resolutions with the same force and effect as if they had been adopted at a duly convened meeting of the Shareholders. It is:

RESOLVED, that the following persons be and they hereby are elected directors of the Corporation to hold office until the annual meeting of Shareholders or until their successors shall have been elected and qualified:

Edward D. Herrick
Hal J. Upbin
Seth P. Slocum, Jr.

IN WITNESS WHEREOF, this Written Consent to Action by the Sole Shareholder has been duly executed this 30th day of September, 1985.

AMERICAN RECREATION PRODUCTS, INC.

By 

EXHIBIT E

EXHIBIT F

RECORD OF PROCEEDINGS

NO. 5125 S. G. ADAMS PRINTING & STATIONERY, CO.

100 LEAVES

H. WENZEL TENT & DUCK CO.

SPECIAL MEETING OF THE BOARD OF DIRECTORS

February 3, 1972

A special meeting of the Board of Directors of H. Wenzel Tent & Duck Co. was held on the 3rd day of February, 1972.

William H. Wenzel presided as Chairman and Herman Wenzel acted as Secretary.

The Chairman referred to the minutes of October 7, 1971, approving an Agreement and Plan of Reorganization between all of the Shareholders of this Corporation and Kellwood Company and indicated that additional ratifying resolutions had been requested.

On motion duly made, seconded and unanimously carried, the Board of Directors adopted the following resolutions:

WHEREAS, the Shareholders of this Corporation have negotiated with Kellwood Company a proposed Agreement and Plan of Reorganization providing, among other things, for the exchange of shares of voting common stock of Kellwood Company for all of the outstanding capital stock of this Corporation in a tax-free exchange, a copy of such Agreement and Plan of Reorganization being attached hereto as Exhibit A; and

WHEREAS, in the opinion of this Board of Directors it is in the best interest of this Corporation and its Shareholders that said Agreement and Plan of Reorganization be consummated in the manner and on the terms provided therein;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement and Plan of Reorganization, attached hereto as Exhibit A, providing for the exchange by the Shareholders of this Corporation of all of the outstanding capital stock of this Corporation for voting common stock of Kellwood Company, be and it hereby is in all respects adopted, ratified, confirmed and approved; and

FURTHER RESOLVED, that the officers of this Corporation be and they hereby are authorized and directed to cooperate with the Shareholders of this Corporation and with Kellwood Company in the consummation of said Agreement and Plan of Reorganization, and to take any and all action as they, or any of them, shall deem necessary or desirable in connection therewith.

EXHIBIT F

RECORD OF PROCEEDINGS

100 LEAVES

NO. 6126 S. E. ADAMS PRINTING & STATIONERY, CO.

The Chairman then pointed out that the Corporation was in a position to pay a final dividend prior to the effective date of such reorganization. On motion duly made, seconded and carried, the Board authorized the immediate payment of a total dividend of \$29,999.16, payable pro rata to the Shareholders of record on this date.

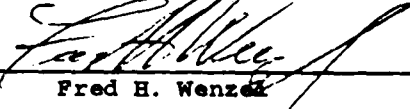
There being no further business to come before the meeting, the same was, on motion duly made, seconded and unanimously carried, adjourned.



William H. Wenzel



Herman F. Wenzel



Fred H. Wenzel

EXHIBIT H

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, EUGENE BUNTING, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing pages numbered from 1 to 11, both numbers inclusive, is a true and correct copy of Certificate of Incorporation of the "KELLWOOD COMPANY", as received and filed in this office the twenty-eighth day of August, A.D. 1961, at 10 o'clock A.M.;

And I do hereby further certify that the above and foregoing pages numbered from 1 to 39, both numbers inclusive, is a true and correct copy of Certificate of Agreement of Merger between the "KELLWOOD COMPANY" AHOSKIE MANUFACTURING COMPANY", "ALBERT OF ARIZONA, INC.", "SILER CITY MANUFACTURING CO., INC." corporations organized and existing under the laws of the State of Delaware, "BILTMORE MFG. CO., INC.", "GARVER MANUFACTURING CORPORATION", corporations organized and existing under the laws of the State of North Carolina, "CALHOUN GARMENT CO.", "McCOMB MANUFACTURING COMPANY", "MONTICELLO MANUFACTURING COMPANY", "OXFORD MANUFACTURING CO.", corporations organized and existing under the laws of the State of Mississippi, "GREENFIELD MANUFACTURING COMPANY, INC.", "RUTHERFORD GARMENT COMPANY", corporations organized and existing under the laws of the State of Tennessee, "HAWTHORN FINISHING COMPANY", a corporation organized and existing under the laws of the State of Missouri, "OTTENHEIMER BROS. MFG. CO., INC.", a corporation organized and existing under the laws of the State of Arkansas, "SOUTHERN FOUNDATIONS, INC.", a corporation organized and existing under the laws of the State of New Jersey, and "SPENCER MFG. CO.", a corporation organized and existing under the laws of the State of West Virginia, under the name of "KELLWOOD COMPANY", as received and filed in this office the eleventh day of December, A.D. 1961, at 11:45 o'clock A.M.;

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Delaware;

And I do hereby further certify that the above and foregoing pages numbered from 1 to 3, both numbers inclusive, is a true and correct copy of Certificate of Ownership of the "KELLWOOD COMPANY", a corporation organized and existing under the laws of the State of Delaware, merging the "PRAMCO, INC.", a corporation organized and existing under the laws of the State of Pennsylvania, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as received and filed in this office the thirty-first day of October, A.D. 1963, at 10 o'clock A.M.;

And I do hereby further certify that the above and foregoing pages numbered from 1 to 5, both numbers inclusive, is a true and correct copy of Certificate of Amendment of the "KELLWOOD COMPANY", as received and filed in this office the fifteenth day of April, A.D. 1968, at 10 o'clock A.M.;

EXHIBIT H

And I do hereby further certify that the above and foregoing pages numbered from 1 to 3, both numbers inclusive, is a true and correct copy of Certificate of Amendment of the "KELLWOOD COMPANY", as received and filed in this office the twenty-fifth day of February, A.D. 1969, at 3 o'clock P.M.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this twenty-eighth day of October in the year of our Lord one thousand nine hundred and seventy-one.



Eugene Dintony
Secretary of State

KELLWOOD COMPANY

Agreement and Plan of Merger

This AGREEMENT AND PLAN OF MERGER, entered into as of September 25, 1961, by and among KELLWOOD COMPANY, a Delaware corporation (hereinafter sometimes referred to as "KELLWOOD" or "Surviving Corporation"), and its directors or a majority thereof, and the following corporations (hereinafter sometimes collectively referred to as the "merged corporations"):

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Ahoskie Manufacturing Company	Delaware
Albert of Arizona, Inc.	Delaware
Biltmore Mfg. Co., Inc.	North Carolina
Calhoun Garment Co.	Mississippi
Garver Manufacturing Corporation	North Carolina
Greenfield Manufacturing Company, Inc.	Tennessee
Hawthorn Finishing Company	Missouri
McComb Manufacturing Company	Mississippi
Monticello Manufacturing Company	Mississippi
Ottenheimer Bros. Mfg. Co., Inc.	Arkansas
Oxford Manufacturing Co.	Mississippi
Rutherford Garment Company	Tennessee
Siler City Manufacturing Co., Inc.	Delaware
Southern Foundations, Inc.	New Jersey
Spencer Mfg. Co.	West Virginia

and the directors or a majority thereof, of each of the merged corporations.

WHEREAS, KELLWOOD has an authorized stock consisting of 50 shares of Common Stock, without par value, all of which are issued, outstanding and fully paid and nonassessable; and

WHEREAS, the merged corporations have authorized capital stock and fully paid and non-assessable outstanding shares (excluding shares held as treasury shares) as follows:

<u>Corporation</u>	<u>Number of Shares</u>	
	<u>Authorized</u>	<u>Issued and Outstanding</u>
Ahoskie Manufacturing Company		
Common Stock, par value \$10	1,111	1,111
Preferred Stock, par value \$100	1,250	1,250
Albert of Arizona, Inc.		
Common Stock, par value \$10	900	900
Preferred Stock, par value \$100	1,110	1,110
Biltmore Mfg. Co., Inc.		
Common Stock, par value \$10	1,334	1,334
Class A Stock, par value \$10	100	100
Calhoun Garment Co.		
Common Stock, par value \$1000	150	142

Corporation	Number of Shares	
	Authorized	Issued and Outstanding
Garver Manufacturing Corporation		
Class A Common Stock, no par value	700	700
Class B Common Stock, no par value	467	467
Preferred Stock, par value \$100	700	700
Greenfield Manufacturing Company, Inc.		
Class A Common Stock, par value \$100	457	457
Class B Common Stock, no par value	374	374
Hawthorn Finishing Company		
Common Stock, par value \$100	500	500
Preferred Stock, par value \$100	1,000	1,000
McComb Manufacturing Company		
Common Stock, par value \$5	6,800	6,800
Preferred Stock, par value \$100	1,994	1,994
Preferred and Participating Class A Stock, par value \$5	755	417
Monticello Manufacturing Company		
Class A Common Stock, par value \$100	458	458
Class B Common Stock, par value \$10	114	114
Class C Common Stock, par value \$100	82	82
Ottenholmer Bros. Mfg. Co., Inc.		
Common Stock, par value \$25	12,000	None
Common B Common Stock, par value \$25	1,000	578.72
Common C Common Stock, no par value	1,000	207.53
5% Cumulative Preferred Stock, par value \$100	2,000	None
Oxford Manufacturing Co.		
Common Stock, par value \$10	1,000	1,000
Class A Preferred Stock, par value \$100	2,000	500
Rutherford Garment Company		
Common Stock, no par value	150	143
Preferred Stock, par value \$100	1,000	None
Siler City Manufacturing Co., Inc.		
Common Stock, no par value	500	500
Preferred Stock, par value \$100	5,000	4,750
Southern Foundations, Inc.		
Common Stock, no par value	1,000	1,000
Spencer Mfg. Co.		
Common Stock, par value \$10	1,000	1,000
Preferred Stock, par value \$100	1,700	1,700

WHEREAS, it is deemed by the parties hereto to be in the best interests of KELLWOOD and the merged corporations, and their respective stockholders, that said corporations (herein sometimes collectively referred to as the "constituent corporations") merge, pursuant to the provisions of the General Corporation Law of the State of Delaware, and of the statutes of the respective states of incorporation of the merged corporations;

NOW, THEREFORE, in consideration of the premises and covenants, conditions and grants herein contained, the parties hereto agree in accordance with the applicable provisions of the General Corporation Law of the State of Delaware and of the statutes of the respective states of incorporation of each of the merged corporations, that each merged corporation, i.e.,

Ahoskie Manufacturing Company
Albert of Arizona, Inc.
Biltmore Mfg. Co., Inc.
Calloun Garment Co.
Garver Manufacturing Corporation
Greenfield Manufacturing Company, Inc.
Hawthorn Finishing Company
McComb Manufacturing Company

Monticello Manufacturing Company
Ottenheimer Bros. Mfg. Co., Inc.
Oxford Manufacturing Co.
Rutherford Garment Company
Siler City Manufacturing Co., Inc.
Southern Foundations, Inc.
Spencer Mfg. Co.

on the effective date of the merger shall be and hereby is merged into KELLWOOD COMPANY, which shall be the continuing and surviving corporation, and that the plan of merger, the terms and conditions of the merger and the mode of carrying the same into effect are and shall be as follows:

ARTICLE I

From and after the effective date of the merger, the Certificate of Incorporation of the Surviving Corporation shall be amended to be and read as set forth in Appendix A, attached hereto, which is hereby made a part of this Agreement, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as if herein set forth in full; and from and after said effective date until further amended in accordance with law said Appendix A, separate and apart from this Agreement shall be, and may be severally certified as, the Amended Certificate of Incorporation of the Surviving Corporation.

ARTICLE II

The By-laws of KELLWOOD shall remain and be the By-laws of the Surviving Corporation until the same shall be altered, amended or repealed or until new By-laws shall be adopted in accordance with the provisions thereof, or said Appendix A, or in the manner permitted by the General Corporation Law of the State of Delaware.

ARTICLE III

The names and post-office addresses of the directors and officers of the Surviving Corporation, who shall hold office until their successors are chosen or appointed, are, and immediately after the merger shall be, as follows:

Directors

E. M. Adler, 333 N. Michigan Ave., Chicago 4, Ill.
William J. Buckley, 305 Railroad Ave., Bridgeport, Conn.
Stanley M. Guthunz, 2nd & Victory Sts., Little Rock, Ark.
John P. Hoffmann, 231 S. LaSalle St., Chicago 90, Ill.
C. D. Holt, Rutherford, Tenn.
Robert V. Horton, 20 Broad Street, New York 5, N. Y.
Burton S. Horwitch, 234 S. Extension Rd., Mesa, Ariz.
J. L. Hutcheson, Jr., P.O. Box 229, Rossville, Ga.
Harry Kanter, 267 Fifth Ave., New York 16, N. Y.
John E. Martin, Rt. 1, Spencer, W. Va.

Maurice Perlstein, 1325 N. Astor St., Chicago, Ill.
Herman Poblner, 601 W. 26th St., New York 1, N. Y.
Frank L. Prins, Jr., Greenfield, Tenn.
Ovide de St. Aubin, Jr., 200 Madison Ave., N.Y. 16, N.Y.
George B. Smolen, Ahoskie, N. Car.
A. H. Steinel, 925 S. Homan Ave., Chicago 7, Ill.
Carl E. Urban, Brookhaven, Miss.
A. K. Walton, 925 S. Homan Ave., Chicago 7, Ill.
Fred W. Wenzel, New Haven, Mo.
W. R. Williams, Calhoun City, Miss.

Officers

Maurice Perlstein, President and Treasurer
1325 N. Astor St., Chicago, Ill.
Fred W. Wenzel, Vice President
New Haven, Mo.
Stanley M. Guthunz, Vice President
2nd & Victory Sts., Little Rock, Ark.

Ovide de St. Aubin, Jr., Vice President
200 Madison Ave., N. Y. 16, N. Y.
Howard C. Michaelson, Jr., Secretary
111 W. Monroe St., Chicago, Ill.

If on or after the effective date of the merger a vacancy shall for any reason exist in the Board of Directors of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided in the Amended Certificate of Incorporation, Appendix A hereto, or in the By-laws of the Surviving Corporation.

ARTICLE IV

The Amended Certificate of Incorporation of the Surviving Corporation, Appendix A hereto, provides for an authorized capital stock of 2,500,000 shares of Common Stock, without par value.

The manner and basis of converting the shares of the constituent corporations into shares of the Surviving Corporation are as follows:

A. Capital Stock of KELLWOOD

Upon the effective date of the merger, each of the 50 outstanding shares of KELLWOOD shall be and remain outstanding as one fully paid and nonassessable share of Common Stock of the Surviving Corporation.

B. Capital Stock of the Merged Corporations

Upon the effective date of the merger, each share of stock of the merged corporations then outstanding shall be exchanged and converted, without further action of the holders thereof or of the constituent corporations, into fully paid and nonassessable shares of Common Stock of the Surviving Corporation on the following basis:

<u>Shares to be Converted</u>	<u>Shares of Common Stock of Surviving Corporation to be Issued for each Converted Share</u>
Ahoskie Manufacturing Company	
Common Stock	16.94319
Preferred Stock	6.05930
Albert of Arizona, Inc.	
Common Stock	27.66002
4% Cumulative Preferred Stock	6.67295
Biltmore Mfg. Co., Inc.	
Common Stock	53.64319
Class A Stock	26.76980
Calhoun Garment Co.	
Common Stock	438.86620
Garver Manufacturing Corporation	
Class A Common Stock	29.22551
Class B Common Stock	14.03139
Preferred Stock	5.33069
Greenfield Manufacturing Company, Inc.	
Class A Common Stock	120.44468
Class B Common Stock	104.92722
Hawthorn Finishing Company	
Common Stock	274.12000
Preferred Stock	6.56900

<u>Shares to be Converted</u>	<u>Shares of Common Stock of Surviving Corporation to be Issued for each Converted Share</u>
McComb Manufacturing Company	
Common Stock	26.67561
Preferred Stock	5.30656
Preferred and Participating Class A Stock	6.79520
Monticello Manufacturing Company	
Class A Common Stock	181.09299
Class B Common Stock	176.07886
Class C Common Stock	131.95634
Ottenheimer Bros. Mfg. Co., Inc.	
Common B Common Stock	212.10121
Common C Common Stock	172.53790
Oxford Manufacturing Co.	
Common Stock	1.28108
Class A Preferred Stock	5.56984
Rutherford Garment Company	
Common Stock	652.72028
Siler City Manufacturing Co., Inc.	
Common Stock	88.76800
Preferred Stock	6.82421
Southern Foundations, Inc.	
Common Stock	95.40000
Spencer Mfg. Co.	
Common Stock	39.87900
Preferred Stock	5.53412

No certificates representing fractional shares of Common Stock of the Surviving Corporation will be issued to holders of stock of the merged corporations and no cash or other consideration shall be paid in lieu of any such fractional share, but the conversion and exchange of each stock certificate of the merged corporations shall be to the nearest number of whole shares of Common Stock of the Surviving Corporation produced by the exchange rates set forth above.

Holders of the stock of the merged corporations, converted and exchanged as above provided, shall thereafter be entitled, upon presentation and surrender at the principal office of the Surviving Corporation in Chicago, Illinois (or at the office of any transfer agency which it may establish) of the certificate or certificates representing the stock of the merged corporations so exchanged and converted, or proof of loss of said certificates and an adequate indemnity, to receive in exchange therefor a certificate or certificates representing stock of the Surviving Corporation to which the holder shall be entitled upon the aforesaid basis of conversion and exchange. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented shares of the merged corporations, shall be deemed for all corporate purposes, other than the payment of dividends, to evidence the ownership of the shares of Common Stock of the Surviving Corporation into which such shares have been so converted. Unless and until any such outstanding certificates shall be so surrendered, no dividend payable to the holders of record of Common Stock of the Surviving Corporation as of any date subsequent to the effective date of the merger shall be paid to the holders of such outstanding cer-

tificates, but upon such surrender of any such outstanding certificate or certificates, or proof of loss of said certificates and an adequate indemnity, there shall be paid to the record holder of the certificate or certificates for Common Stock of the Surviving Corporation issued in exchange therefor the amount of dividends which theretofore become payable with respect to the number of shares of Common Stock of the Surviving Corporation represented by the certificate or certificates issued in exchange.

ARTICLE V

Upon the effective date of the merger the separate existence of the merged corporations shall cease and all and singular the rights, privileges, powers, immunities and franchises, public or private, of each of the constituent corporations, and all property, real, personal and mixed, and all debts due to any of the constituent corporations on whatever account, as well as for stock subscriptions as all other choses or things in action, and all or every other interest of or belonging to or due each of the constituent corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers, immunities and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective constituent corporations; and the title to any real estate or any interest therein, whether vested by deed or otherwise, of each merged corporation shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens on any property of each merged corporation shall be preserved unimpaired, and all debts, liabilities, duties and obligations of each merged corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said rights, liens, debts, liabilities, duties or obligations have been incurred, contracted or assumed by the Surviving Corporation; and any claim or action or proceeding pending by or against each merged corporation may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in place of said merged corporation. Each merged corporation agrees that from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all such deeds and other instruments and will take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all said property, rights, privileges, powers, immunities and franchises and otherwise to carry out the intent and purpose of this Agreement.

ARTICLE VI

For accounting purposes only, the merger of all corporations shall be effective as of the opening of business on November 1, 1961. ~~The assets, liabilities and net worth accounts of the merged corporations shall be taken up on the books of the Surviving Corporation in the amounts at which they respectively shall at the time be carried on the books of the merged corporations, except that there shall be transferred to the capital stock account of the Surviving Corporation all amounts in the paid-in surplus accounts, if any, of the merged corporations, and such amount from the retained earnings accounts as necessary to make said capital stock account aggregate \$2 per share for each share of Common Stock of the Surviving Corporation outstanding, immediately after the merger. Except for the amount so transferred from the paid-in surplus accounts and retained earnings accounts, any sums available for payment of dividends by the constituent corporations shall be available for payment of dividends by the Surviving Corporation. Nothing herein shall prevent the Board of Directors of the Surviving Corporation from making any changes in its accounts in accordance with law.~~

Each merged corporation agrees and warrants that, prior to the effective date of the merger, without the approval of the Board of Directors of Kellwood conveyed in writing:

(a) no dividends will be declared or paid on the stock of such merged corporation and no repurchases or issuances of stock will have been effected by such corporation;

(b) no changes in the financial condition or business of such merged corporation have or will have occurred after August 31, 1961, except those changes occurring in the ordinary course of business.

ARTICLE VII

The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

ARTICLE VIII

The Surviving Corporation hereby reserves the right to amend, alter, change or repeal its Certificate of Incorporation, as set forth in Appendix A attached hereto, and any provision contained in this Agreement, in the manner now or hereafter prescribed by its Certificate of Incorporation, statute or otherwise authorized by law; and all rights and powers conferred in such Certificate of Incorporation or herein on stockholders, directors or officers of either of the constituent corporations or of the Surviving Corporation, or of any other person, whomsoever, are subject to this reserved power.

ARTICLE IX

This Agreement and the merger for each merged corporation herein provided for shall become effective and the separate existence of such merged corporation (except insofar as it may be continued by statute) shall cease as soon as (a) this Agreement shall have been adopted, approved, signed and acknowledged in accordance with the laws of the State of Delaware and of the state of incorporation for such merged corporation and certificates of its adoption and approval executed in accordance with such laws and (b) this Agreement and such certificates shall have been filed in the office of the Secretary of State of Delaware and in the office of the Secretary of State of the state of incorporation for such merged corporation, and all recordings necessary to make such merger effective under the laws of said states have been completed. The date upon which said action shall have been completed for each such merged corporation shall for such corporation be "the effective date of the merger" as used herein.

ARTICLE X

This Agreement shall be submitted to the stockholders of the constituent corporations, as provided by law, and the constituent corporations shall execute, acknowledge, file, deliver and record all documents and take all actions and do all things necessary, advisable or proper, under the laws of their respective states of incorporation to consummate and make effective the merger and to carry out the purposes of this Agreement.

For the convenience of the parties and to facilitate the filing or recording of this Agreement, any number of counterparts thereof may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been signed by all or a majority of the directors of each of the constituent corporations, and by the constituent corporations, acting by its duly authorized President or Vice President, and each of the constituent corporations has caused its corporate seal to be hereto affixed and attested by the signature of its Secretary or Assistant Secretary, all on the day and year above written.

EXHIBIT I

AGREEMENT

On this 23rd day of February, 1973, in consideration of the payment of THIRTY SEVEN THOUSAND [\$37,000] DOLLARS to Robert F. Monzyk of New Haven, Missouri by Kellwood Company, a Delaware Corporation, for the transfer of SIXTY TWO AND ONE-HALF [62-1/2] shares of common stock of New Haven Manufacturing Company, a Missouri Corporation, to Kellwood Company; and the payment of THIRTY SEVEN THOUSAND [\$37,000] DOLLARS to Richard B. Monzyk of New Haven, Missouri by Kellwood Company for the transfer of SIXTY TWO AND ONE-HALF [62-1/2] shares of the common stock of New Haven Manufacturing Company to Kellwood Company, receipts of which are hereby acknowledged by all the parties hereto, Robert F. Monzyk and Richard B. Monzyk, as shareholders and officers of New Haven Manufacturing Company, make the following representations as of the date herein; to-wit:

- A. That the ONE HUNDRED TWENTY FIVE [125] shares of stock reflected herein represent FIFTY PERCENT [50%] of all of the issued and outstanding shares of the common stock of the New Haven Manufacturing Company.
- B. That there are no liabilities, claims, contracts or other contingent or binding legal obligations of New Haven Manufacturing Company which have not been disclosed in writing to the Kellwood Company.

EXHIBIT I

C. That the Minute Books of the New Haven Manufacturing Company contain complete and accurate records of all actions of the shareholders and directors.

It is understood and agreed that the entire Agreement of the parties is contained herein and that there have been no other representations than those set forth in this Agreement.

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

ATTEST:

KELLWOOD COMPANY

Richard B. Monzyk

By

W. N. Kelley
W. N. Kelley

WITNESS:

R. E. Sullivan

Robert F. Monzyk
Robert F. Monzyk

WITNESS:

R. E. Sullivan

Richard B. Monzyk
Richard B. Monzyk

EXHIBIT K

AMERICAN RECREATION PRODUCTS, INC.

Written Consent to Action
by the Sole Director

The undersigned, being the sole director of American Recreation Products, Inc., a Delaware Corporation (the "Corporation"), hereby adopts in writing pursuant to Section 141(f) of the Delaware General Corporation Law, the following resolutions with the same force and effect as if they had been adopted at a duly convened meeting of the Board of Directors. It is:

RESOLVED, that Seth P. Slocum, Jr., Bobby L. King and Theodore E. Stahl be and each of them hereby is appointed an authorized agent of the Corporation to take such actions as shall be necessary to procure all required insurance coverage in the name and for the benefit of the Corporation and/or any and all of its direct and indirect subsidiaries including, among other things, workmen's compensation, fire, liability, etc., which coverages shall be effective on October 1, 1985;

RESOLVED, that the proper officers be and each of them hereby is authorized on behalf and in the name of the Corporation to execute powers of attorney to customs brokers at the ports of entry for imports to the Corporation, at such times as the need arises;

RESOLVED, that the proper officers be and each of them hereby is authorized and directed to execute ~~on behalf and in the name of the Corporation a Promissory Note in the principal amount of \$15,000,000 to The Kellwood Company, substantially in the form annexed hereto as Exhibit A;~~

RESOLVED, that the proper officers be and each of them hereby is authorized and directed to execute on behalf and in the name of the Corporation a Security Agreement with The Kellwood Company, substantially in the form annexed hereto as Exhibit B.

RESOLVED, that the proper officers be and each

of them hereby is authorized and directed to execute, deliver, file and/or record on behalf and in the name of the Corporation a deed of trust on each of the following three parcels of real property, each deed of trust to be substantially in the form annexed hereto as Exhibit C: (1) a research building/office in New Haven, Missouri; (2) a textile finishing plant and adjacent real estate in New Haven, Missouri; and (3) a parking lot in New Haven, Missouri;

RESOLVED, that the proper officers be and each of them hereby is authorized and directed to execute and deliver in the name and on behalf of the Corporation Forms UCC-1, and any amendments thereto, to secure the interest of The Kellwood Company in all machinery and equipment pledged as collateral to The Kellwood Company under the Security Agreement by and among The Kellwood Company, the Corporation and the shareholders of the Corporation, dated as of September 30, 1985.

RESOLVED, that the proper officers be and each of them hereby is authorized and directed to take any and all such actions, including, but not limited to, the execution and delivery on behalf and in the name of the Corporation of any and all applications or other instruments, certificates, documents, and the like required to obtain license from the Interstate Commerce Commission for the operation of the Corporation's tractors, trailers and other vehicles.

IN WITNESS WHEREOF, this Written Consent to Action has been duly executed as of this 16th day of September, 1985.


Edward D. Herrick

EXHIBIT L

**Response of American Recreation Products, Inc.
To EPA's Information Request**

1. General Information About Respondent

- A. *Identify the person(s) answering this Information Request on behalf of American Recreation Products, Inc. (See the definition of the word "identify" in the Definitions section of this Information Request.*

RESPONSE:

Thomas H. Pollihan
Vice President, Secretary and General Counsel at Kellwood Company
General Counsel and Secretary at American Recreation Products, Inc.
600 Kellwood Parkway
Chesterfield, Missouri 63017
(314) 576-3312

415 Spring Avenue
Webster Groves, Missouri 63119
(314) 968-9863

- B. *Describe all sources reviewed or consulted in responding to this Information Request, including but not limited to:*

- 1) *the names of all individuals consulted;*
- 2) *the job title and job description of each individual consulted;*
- 3) *whether each person consulted is a current or past employee of Respondent;*
- 4) *the nature of all documents reviewed;*
- 5) *the locations where those documents reviewed are located.*

RESPONSE:

<u>Name</u>	<u>Job Title</u>	<u>Current/Past Employee</u>	<u>Nature of Documents</u>	<u>Location of Documents</u>
Tony Bauer	Lead Warehouse Person	Current		
Earl Hagedorn	Service/Warehouse Team	Current		

<u>Name</u>	<u>Job Title</u>	<u>Current/Past Employee</u>	<u>Nature of Documents</u>	<u>Location of Documents</u>
James Royle	Wenzel Warehouse Manager	Current	We consulted the MSDS master book covering ARP's warehouse facility at 111, 113, 113b Industrial Drive	Mr. Royle's office at 111 Industrial Drive
Dick Herring	Head of Maintenance	Current		
George Grabner	President	Current		
Judy Schuck	Operations Manager	Current	We consulted the MSDS master book for 502 Orchard Street	Dorothy Menke's office at 502 Orchard Street
Harold Pohl	General Manager 502 Orchard Street	Recently Retired		
Fred Wenzel	Past Chairman	Kellwood employee-retired in 1986		
Bill Steele	Director of Human Resources MFCI	Current		
Lyndon Ruediger	Director of ARP Import Sourcing	Current		
Delmar Birkmann	Accounts Payable Supervisor	Current		
Ann St. Clair	Manager Retirement Plans	Kellwood employee		

Persons were consulted based upon their job duties or upon their long tenure of employment in the New Haven area. In addition, Legal Department files were researched regarding company minutes, merger and acquisition agreements, leases, etc.

2. Respondent's Legal Status and Relationship with Other Companies

- A. *Identify American Recreation Products, Inc.'s date of incorporation, state of incorporation and registered agent for service of process.*

RESPONSE:

American Recreation Products, Inc. – Incorporated 8/16/85 in Delaware. See Exhibit L. The Registered Agent is the Corporation Service Company, 222 East Dunklin St, Jefferson City, MO 65101.

- B. *State the names of American Recreation Products, Inc.'s "corporate officers" during the entire period of its operations in New Haven. The term "corporate officers" includes, but is not limited to, any president, chief executive officer, vice-president, partner, secretary, and treasurer of American Recreation Products, Inc.*

RESPONSE:

Officers Who Were Also Officers of Kellwood:

W. Lee Capps, III

- **Vice President Finance and Treasurer 06/09/88 – 08/03/93**
- **Vice President and Treasurer 08/03/93 - ?**

Gerald M. Chaney

- **Senior Vice President Finance 08/03/99 – Present**

James C. Jacobsen

- **Senior Vice President Finance 11/15/88 – 08/03/99**
- **Executive Vice President 08/03/99 – Present**

Roger D. Joseph

- **Vice President 12/27/94 – Present**

Robert A. Maddocks

- **Vice President, Secretary and General Counsel 11/15/88–09/30/89**

William J. McKenna

- **President 11/15/88 – 03/01/89**
- **Chairman of the Board 05/01/91 – 04/21/92**
- **Executive Vice President 04/21/92 – Present**

Thomas H. Pollihan

- **General Counsel and Secretary 09/30/89 – Present**

Seth P. Slocum, Jr.

- **President and CEO 01/27/87 – 02/16/88**

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Hal J. Upbin

- **Vice Chairman/Vice President 08/16/85 – 01/27/87**
- **Vice Chairman 01/27/87 – 02/16/88**
- **Vice Chairman and President 02/16/88 – 11/15/88**
- **President 03/01/89 – 04/21/92**
- **Chairman of the Board and President 04/21/92 – 05/01/92**
- **Chairman of the Board 05/01/92 – Present**

Fred W. Wenzel

- **Chairman of the Board 11/15/88 – 04/30/91**

Officers Who Were Not Also Officers of Kellwood:

W. C. Beyer

- **Vice President 01/27/87 – 11/15/88**

Allen B. Good

- **Vice President Finance 05/20/96 – Present**

George J. Grabner, Jr.

- **Vice President 01/27/87 – 05/01/92**
- **President 05/01/92 – Present**

Edward D. Herrick

- **Chairman of the Board 08/16/85 – 11/15/88**

Timothy J. Hinds

- **Vice President 04/27/87 – Present**

Bobby L. King

- **Vice President Finance and Treasurer 01/27/87 – 06/09/88**

Connie A. Laune

- **Vice President 01/27/87 – 06/09/88**



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF AMERICAN RECREATION PRODUCTS, INC. FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF AUGUST, A.D. 1985, AT 10 O'CLOCK A.M.

1 1 1 1 1 1 1 1 1 1

Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION: 10590733

DATE: 08/16/1985

725228031

EXHIBIT L

CERTIFICATE OF INCORPORATION
OF
AMERICAN RECREATION PRODUCTS, INC.

FIRST: The name of the corporation is AMERICAN RECREATION PRODUCTS, INC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the corporation shall have authority to issue is one hundred twenty thousand (120,000) shares of common stock, par value one cent (\$0.01) per share.

FIFTH: The Board of Directors is authorized to make, alter, or repeal the bylaws of the corporation. Election of directors need not be by ballot.

SIXTH: The name and mailing address of the incorporator is:

Tina A. Ravitz, Esq.
Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, New York 10038

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and that the facts herein stated are true, and, accordingly, have hereunto set my hand this 14th day of August, 1985.

Tina A. Ravitz

Tina A. Ravitz

EXHIBIT M

Regular Meeting of the Board of Directors
November 22, 1988
Page 5

FURTHER RESOLVED, That the Chairman of the Board, the President or any Vice President and the Secretary or any Assistant Secretary of this Company or the Managing Director or any Director of the subsidiary Kellwood Asia Ltd. be and they hereby authorized to execute in the name or in behalf of this Company or its subsidiary Kellwood Asia Ltd. and under its corporate seal or Kellwood Asia Ltd.'s corporate seal, all agreements or related documents in the form approved by the General Counsel of this Company, which in their sole judgment is deemed necessary, advisable or proper to carry out the intent and purpose of the above described transaction, the conclusive approval of this Board to such execution of documents to be presumed by the execution and delivery thereof.

Mr. Jacobsen presented for consideration a resolution ratifying the actions of Management in acquiring American Recreation Products, Inc. After discussion and upon motion duly made, seconded and unanimously carried the following resolution was adopted:

WHEREAS, The management of this Company on the 15th day of November, 1988, entered into a Settlement Agreement among thirteen parties wherein the rights liabilities and differences of the parties were settled with the Company making payment of four hundred fourteen thousand (\$414,000) dollars; and

WHEREAS, The management of this company on November 15, 1988 at a scheduled public auction sale conducted pursuant to Section 9-504 of the Uniform Commercial Code, acquired 100% of the stock of American Recreation Products, Inc. and all of its subsidiaries for one (\$1.00) dollar; and

WHEREAS, The management of this Company recommends that the actions of the management be ratified by this Board;

NOW, THEREFORE BE IT RESOLVED, That the Board of Directors of this Company hereby ratifies, ~~confirms and approves the actions of the~~ Officers of this Company in entering into the Settlement Agreement on the fifteenth day of

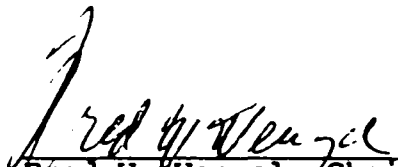
November, 1988 with thirteen other parties and the actions of management in acquiring all of the stock of American Recreation Products, Inc. and its subsidiaries for one (\$1.00) dollar at the auction held in accordance with Section 9-504 of the Uniform Commercial Code; and

BE IT FURTHER RESOLVED, That the Officers of this Company are to take such further action as is necessary on behalf of this Company to execute such documents as are necessary to effectuate the intent of this resolution.

There being no further business coming before the Board, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.



Robert A. Maddocks, Secretary



Fred W. Wenzel, Chairman

EXHIBIT O

CONTACT: HAL J. UPBIN
(212) 736-3503

KCS&A
CONTACT: Leslie A. Schupak
(212) 682-6300

FOR IMMEDIATE RELEASE

AMERICAN RECREATION PRODUCTS INC. BUYS KELLWOOD RECREATION GROUP

NEW YORK, N.Y., September 30, 1985 -- American Recreation Products, Inc., a newly formed company headed by Edward D. Herrick and Hal J. Upbin, announced today the purchase from Kellwood Company of its Recreation Products Division. The shareholders of American Recreation Products, Inc. include all current members of the Recreation Division's management including Seth P. Slocum, Jr., who will continue as President and Chief Executive Officer.

Herrick indicated American Recreation Products, Inc. would be the cornerstone upon which management would build a complete line of high quality outdoor camping equipment. The Company, through this initial acquisition, has acquired the finest names in camping tents, back pack equipment, and sleeping and slumber bags. Whether for the serious outdoorsman or for family vacation, the Wenzel[®], Kelty[®], Hillary[™], Ridgeway[™], and Pinnacle[™] names have been well known for quality and unmatched reliability for years.

Herrick said, "The new investor group will take an active roll in quiding the Company's product development and marketing strategy," which he believes will be the beginning of an exciting

MORE

EXHIBIT O

American Recreatio

Add One

new growth period for the Company.

It is anticipated that American Recreation Products will continue to be a major supplier of outdoor camping equipment to its many valued customers.

• • •

EXHIBIT P

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of this 21st day of March, 1989, by and between AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation (hereinafter referred to as the "Seller") and METALCRAFT ENTERPRISES, INC., a Missouri corporation (hereinafter referred to as the "Purchaser").

WHEREAS, Seller owns and operates a business engaged primarily in the fabrication of aluminum tubing, known as its Metal Division; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets, property and rights of the Seller used in connection with the Metal Division, all on the terms and conditions hereinafter set forth;

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

1. Purchase and Sale of Assets. Seller agrees to sell, and Purchaser agrees to purchase, for the price and subject to all the terms and conditions hereinafter set forth, the following assets of the Metal Division:

(a) All items of inventory, goods held for sale, merchandise, finished goods, work in process, reworked goods, raw materials and similar items intended for sale to the public, of the Metal Division and located at Seller's facilities known as the Metal Fabrication Plant on Industrial Drive in New Haven, Missouri, (hereinafter collectively, the "Inventory").

(b) All of the equipment, fixtures and leasehold improvements described on Exhibit A attached hereto and incorporated herein by this reference and located at the Metal Fabrication Plant at 202 Industrial Drive, New Haven, Missouri, (hereinafter collectively, the "Equipment").

(c) All of the right, title and interest and obligations (from and after the date of Closing) of Seller under a lease with the City of New Haven, Missouri, dated December 1, 1973 for the premises located at 202 Industrial Drive, New Haven, Missouri. A copy of said lease marked Exhibit B is attached hereto and incorporated herein by this reference (the "Lease").

(d) All equipment of the Metal Division leased by Seller and listed on Exhibit C attached hereto and incorporated herein by reference, with said leases to be assigned by Seller and assumed by Purchaser.

EXHIBIT P

All of the assets described in this paragraph 1 are for convenience hereafter collectively referred to as the "Purchased Assets".

Purchaser and Seller acknowledge that the following assets traditionally employed in the Metal Division business are expressly excluded from the Purchased Assets: (i) all System 38 related computer equipment, provided, however that Seller shall sublease said equipment to Purchaser for a period of ninety days at a sublease rental equivalent to Seller's lease rental; (ii) all Kelty equipment identified by the list of asset tags on Exhibit D, attached hereto and incorporated herein by reference; and (iii) all of Seller's business records in connection with the conduct of the Metals Division, however, Seller will give Purchaser access to such business records for the purpose of reviewing and photocopying such records (at Purchaser's cost), including computer transfer/downloading from Seller's computer system to Purchaser's computer system within ninety (90) days after Closing. Purchaser expressly acknowledges and confirms that it is not acquiring any right or interest in and to the foregoing.

2. Purchase Price. The Purchase Price for the Purchased Assets shall be determined as follows:

(a) Inventory. Purchaser and Seller shall cause a cycle count of the Inventory to be made as of March 17, 1989. In the event the Purchaser and Seller do not agree on the cycle count of the Inventory, then a complete physical count of the Inventory is to be made on or before the close of the next business day after the Closing Date. The purchase price for the Inventory shall be the standard cost incurred by Seller in acquiring the inventory, provided, however, said inventory shall specifically exclude all Kelty raw material inventory that is not subject to a valid and binding irrevocable purchase order issued by Seller as of the date of Closing. The parties have agreed that the Inventory price shall be \$545,874.00.

(b) Equipment. The purchase price for the Equipment shall be \$288,000.00.

3. Payment of Purchase Price. Purchaser shall pay Seller the Purchase Price as follows:

(a) For the Inventory, Purchaser shall deliver a promissory note substantially in the form of Exhibit E attached hereto and incorporated herein by reference in the principal amount equal to the purchase price of the inventory as determined hereinabove (\$545,874.00) with said note bearing simple interest at the rate of 9 percent per annum, payable as follows:

(i) said simple interest shall be payable in one lump-sum payment on July 29, 1989;

(ii) the principal shall be paid in the amount of \$200,000 immediately upon the closing of Purchaser's SBA loan with the Citizen's Bank of New Haven, but in no event later than April 29, 1989; and as to the remaining balance pursuant to the following schedule:

<u>Amount of</u> <u>Remaining Principal</u>	<u>Date of Payment</u>
10% (\$ 34,587.40)	April 29, 1989
20% (\$ 69,174.80)	May 31, 1989
30% (\$103,762.20)	June 30, 1989
40% (\$138,349.60)	July 29, 1989

Said note shall allow prepayment of the principal during its term without penalty. Purchasers shall grant a security interest in the inventory to Seller as collateral for said note, subordinate to Citizen's Bank of New Haven.

(b) For the Equipment, Purchaser shall pay by certified check, cashier's check or wire transfer at Closing.

4. Seller's Representations and Warranties. Seller represents and warrants that:

(a) Seller is the lawful owner of the Purchased Assets sold hereunder and said assets will be delivered to Purchaser free and clear of all mortgages, encumbrances, liens, security interests, charges or restrictions of any kind.

(b) Seller is in lawful possession of the properties described in the Lease and said Lease is in full force and effect. To Seller's knowledge, neither the Seller nor any other party to said Lease has breached any provision thereof or is in default thereunder, nor are there any events or conditions which, with the giving of notice or passage of time or both, would constitute events of default thereunder.

(c) Seller has full corporate power and authority to enter into this Agreement and to sell the Purchased Assets to Purchaser. The execution, delivery and performance of this Agreement by Seller has been duly authorized and approved by all requisite corporate action of Seller and no other corporate acts or proceedings are necessary to authorize this Agreement or the transactions contemplated hereby.

(d) It is specifically acknowledged and agreed by all parties hereto that there is no obligation on the part of Purchaser to pay any of the debts or liabilities of Seller ~~except as specifically provided in Paragraph 10.~~ Seller agrees to indemnify, defend and hold harmless the Purchaser, its directors, officers, shareholders and their respective agents, and each of them, against any and all debts, claims

against, obligations (including, but not limited to, taxes) or liabilities of Seller, including any of the same which may accrue by operation of law or otherwise to Purchaser.

(e) There is no suit, claim, action or proceeding (including condemnation) now pending or, to the knowledge of Seller, threatened before any court, administrative or regulatory body, or any governmental agency or any grounds therefor which may result in any judgment, order, decree, liability or other determination which will, or could have any adverse effect upon any of the Purchased Assets or the consummation of the transactions contemplated by this Agreement. Seller is in compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, rules, orders, restrictions and requirements, governmental, administrative, judicial or otherwise.

(f) All tax returns and reports of the Seller required by law to be filed have been duly filed, or shall be filed by the applicable due date, and all federal, state and local taxes (including social security and income tax withholding, employment taxes, unemployment insurance, sale and use taxes and business or license fees), assessments, fees and other government charges heretofore levied upon any of the Purchased Assets or the income of the Seller which are due and payable have been paid or shall be paid by the applicable due date. Seller agrees to hold Purchaser harmless with regard to all federal, state and local taxes which are or are found to be due for the tax years 1988 and prior as well as for the taxes which accrue through the Closing.

(g) Seller is and has been in compliance with all requirements of law, federal, local and state, and all governmental bodies and agencies having jurisdiction over the conduct of its business, the use of its property and assets, and the sale of its products, and without limiting the foregoing, the Seller has all required licenses, permits, certificates and authorizations needed for the conduct of its business and the use of its property and sales of its products, Seller is not subject to any fine as a result of any action or omission occurring on or before the Closing, or the suspension or disciplinary action with respect to any of its licenses, certificates or authorizations needed for the conduct of its business and use of its properties or assets or the premises occupied by it. Seller has not received any notice, not heretofore complied with, from any governmental body or any insurance or inspection body that any items sold by it or the conduct of its properties, facilities, equipment or business procedures or practices failed to comply with any applicable law, regulation or requirement or any governmental body or agency, and no act or event has occurred which would permit the issuance of any such notice.

(h) Seller acknowledges non-compliance with the Uniform Commercial Code Bulk Transfers (Article VI, Chapter 400, R.S.Mo.) and accordingly Seller covenants and agrees to indemnify Purchaser against, and hold Purchaser harmless from, any and all liabilities of Seller and all obligations of Seller and from any and all liabilities resulting from the parties' non-compliance with the provisions of Section 400.6-101 through 400.6-111 of the Revised Statutes of Missouri.

5. Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser has full corporate power and authority to enter into this Agreement and to acquire the Purchased Assets from Seller. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized and approved by all requisite corporate action of Purchaser and no other corporate acts or proceedings are necessary to authorize this Agreement or the transactions contemplated hereby.

(b) Purchaser acknowledges that Purchaser has inspected the Inventory and Equipment and has relied on its own independent judgment in determining the suitability and merchantability thereof and has not relied on any representation or warranty of Seller in connection therewith not expressly set forth herein.

(c) No person, firm, corporation or entity has acted in the capacity of broker or finder on Purchaser's behalf to bring about the negotiation or consummation of this transaction and Purchaser agrees to indemnify Seller and hold Seller harmless against any and all claims asserted against Seller by any person acting or claiming to act as a broker or finder on behalf of Purchaser.

6. No Additional Representations and Warranties. The Purchased Assets are to be accepted in their present condition, "AS IS, WHERE IS", with all faults, and Seller makes no representations or warranties of any kind, express or implied, as to the condition or use of the Purchased Assets. In particular, SELLER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PURCHASED ASSETS.

7. Seller's Covenants. Seller covenants and agrees that from and after the date of execution of this Agreement and until the date of Closing:

(a) ~~The Metal Division will be operated in the ordinary course of business, and Seller will not incur any liabilities, or enter into any transaction, other than in the ordinary course of business, except such as the Purchaser may hereafter approve in writing.~~

(b) Seller's officers, directors, managers, supervisors and employees will continue to operate the Metal Division to the best of their ability, and use their best efforts to preserve in good standing the present business, its customers and suppliers.

(c) Seller shall maintain the Purchased Assets in the same condition and repair, reasonable wear and tear and casualty damages excepted. Seller shall maintain the present levels of insurance coverage with respect to the Purchased Assets and other risks presently insured.

(d) Seller shall pay, in accordance with Seller's regular employment policies, all salaries, vacation pay, seniority pay, workers' compensation assessments, unemployment insurance assessments and similar charges with respect to all of the Metal Division employees of Seller through and including the Closing date.

8. Lease Assumption. Purchaser agrees to assume all of Seller's obligations, liabilities and duties under the Lease, from and after Closing, and hereby agrees to indemnify Seller and hold Seller harmless against any and all claims asserted against Seller with respect to such Lease arising from and after Closing, and Seller hereby agrees to indemnify Purchaser and hold Purchaser harmless against any and all claims asserted against Purchaser with respect to such Lease, arising prior to Closing. The parties shall execute an Assignment and Assumption of Lease substantially in the form of Exhibit F attached hereto and incorporated herein by reference at Closing. Rent and other lease obligations shall be pro-rated as of the Closing date, with appropriate adjustments made to the Equipment price. The parties shall arrange for a transfer of the utility accounts as of the Closing date.

9. Closing Date. The Closing hereunder shall take place at 10:00 a.m., local time, on or before March 31, 1989, at the offices of Seller, or at such other place, date or time as is mutually agreed upon by the parties.

(a) At Closing, Seller shall deliver to the Purchaser the following closing documents of then current date:

(1) Bills of Sale, Assignments (with written consents thereto where required), and other such instruments of transfer as may be deemed necessary to transfer the Purchased Assets not previously transferred to Purchaser;

(2) Such other documents, instruments or ~~confirmations as may be reasonably required to fully~~ effectuate and consummate the transactions contemplated hereby.

(b) At Closing, Purchaser shall deliver to the Seller the following:

(1) Certified check, cashier's check or wire transfer in the amount of \$288,000.00 as the purchase price for the Equipment, subject to any closing adjustments provided for in Paragraphs 8 and 10;

(2) A Promissory Note in the amount of \$545,874.00 duly executed by Purchaser, substantially in the form of Exhibit E, attached hereto and incorporated herein by reference, as the purchase price for the Inventory pursuant to Paragraph 3(a);

(3) An Assignment and Assumption of Lease duly executed by Purchaser, substantially in the form of Exhibit F, attached hereto and incorporated herein by reference;

(4) A Security Agreement duly executed by Purchaser, substantially in the form of Exhibit G, attached hereto and incorporated herein by reference, to secure payment of the Promissory Note, together with appropriate UCC lien statements; and

(5) A check for \$4,031.50 as reimbursement to Seller for one-half the costs incurred by Seller related to removal of a concrete platform and changing the electric meter.

10. Transfer of Operations. Purchaser intends to offer employment to all the employees of Seller's Metal Division. This transaction shall be considered the sale of a going concern under Seller's employment policies.

The parties acknowledge and agree that should this transaction close, the effective date of the transfer as between the parties shall be the close of business on March 17, 1989. From that date until Closing, Seller shall continue to operate the Metal Division business in the normal and regular manner and will not enter into any contract except as may be required in the regular course of business. Seller shall be deemed to have been Purchaser's agent for the period from March 18, 1989 until Closing. Seller shall continue to pay as they fall due, the wages and salaries, vacation pay and fringe benefits of all employees associated with the Metal Division until Closing. At Closing, or as promptly thereafter as the amounts can be determined, Purchaser shall reimburse Seller for all such costs attributable to the period after March 17, 1989. Regardless of Closing date, Seller and Purchaser shall share equally in the

cost of funding the March 24, 1989 Good Friday Holiday. After March 17, 1989 all profit and loss associated with the Metal Division business shall belong to Purchaser. Purchaser and Seller acknowledge and agree that any shipments of Inventory after March 17, 1989 will accrue to the benefit of Purchaser and accordingly, Purchaser shall have sole responsibility and shall bear the credit risk in connection with the collection of any accounts receivable attributable to such shipments. Any shipments on or before March 17, 1989 will accrue to the benefit of Seller. At or after Closing each party shall immediately forward to the other any payments incorrectly received.

Seller shall cause all its insurance policies with respect to the Purchased Assets and the Metal Division business to remain in effect until Closing. Except as set out herein, Seller shall retain responsibility for and hold Purchaser harmless from liabilities to third parties accruing before Closing. At Closing all risk of loss with respect to the Purchased Assets and the Metal Division business shall become the sole responsibility of Purchaser. Notwithstanding anything contained herein to the contrary, Seller shall be obligated to honor all claims arising out of returned goods, in a manner consistent with past practice, provided notice of such claims is received within sixty (60) days of the Closing and provided, further, such claims are not for returned goods sold by Purchaser after March 17, 1989; thereafter, all claims shall be the sole responsibility of Purchaser unless Purchaser establishes, to Seller's satisfaction, that the goods subject to such claim were shipped prior to March 17, 1989. In the event Purchaser receives returned goods, in good, resaleable condition, and such returned goods do not constitute Purchased Assets or Purchaser's inventory then Purchaser shall promptly remit to Seller an amount equal to the standard cost for such returned goods.

Seller agrees to cause or arrange for the payment of and discharge or other satisfaction of all debts, liabilities and accounts payable and other obligations of Seller with respect to the Purchased Assets. Metal Division accounts payable shall be paid by Seller if the related goods have been already used by Seller or included in the Purchased Assets. Metal Division accounts payable shall be paid by Purchaser if the related goods were not included in the Purchased Assets, and received by Purchaser thereafter.

11. Section 401(k) Defined Contribution Plan. Seller shall cooperate with Purchaser to facilitate the desires of certain Metal Division employees to terminate their interests in Seller's Section 401(k) Defined Contribution Plan, and to apply all or a portion of their vested interest as a roll-over to ~~Purchaser's Employee Stock Ownership Plan and Trust including~~ complying with the direction letter executed by the Metal Division Employees, in the form of Exhibit H, attached hereto and incorporated herein by reference.

12. Financing Contingency. This Agreement is expressly contingent upon the Purchaser obtaining financing in an amount satisfactory to Purchaser for operation of the newly acquired business under such terms and conditions which are satisfactory to Purchaser.

13. Casualty. Should the Purchased Assets be diminished in value by casualty or loss prior to the Closing date, the Purchaser shall have the option of one of the following:

(a) Proceeding with its purchase after an agreed upon adjustment to the purchase price; or

(b) Cancelling this Agreement if the loss is substantial and would adversely affect the operation of the business; or

(c) Accepting the proceeds of Seller's insurance covering said loss and proceeding with its purchase upon the price set out herein.

14. Breach and Remedies. Neither party shall be obligated to Close if there is pending or threatened any judicial or administrative proceeding to enjoin or prevent this transaction. It is agreed that certain covenants of each party are clearly intended to survive Closing. If the representations and warranties of one party shall be or become untrue at any time on or before the Closing date and remain uncured as of the Closing date; or if one party shall fail to comply with or perform any material covenant, agreement or obligation contained herein and fail to cure said default within ten (10) days after notice; then the injured party shall have the option to do any one or more of the following:

(a) Terminate this Agreement by written notice on or before Closing; or

(b) Enforce specific performance of this Agreement to the extent it may be legally enforced; or

(c) Exercise any other right or remedy it may have at law or in equity by reason of such default, including the indemnification of the injured party by the defaulting party for any loss, liability, damage or expense (including reasonable attorney's fees) incurred as a result of the default, whether said default occurs prior to or after Closing.

15. Miscellaneous.

~~(a) This Agreement sets forth the entire understanding~~
of the parties and supersedes any and all prior agreements, negotiations and arrangements between them. It may not be

modified, amended, altered or terminated except by another writing executed by all parties hereto.

(b) All legal, accounting and other costs and expenses incurred in connection herewith and the transaction contemplated hereby shall be borne by the party incurring such expenses.

(c) This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.

(d) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, affiliates, executors, administrators, successors and assigns.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) The parties agree to execute whatever documents may be necessary to carry out the intent of this Agreement.

(g) All statements contained herein and in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this Agreement and the transactions contemplated hereby, shall be deemed representations and warranties by the party by whom or on whose behalf the same is delivered, and such representations and warranties, in addition to the representations, warranties and indemnities contained herein, shall survive the closing. The Exhibits delivered pursuant hereto are incorporated in and constitute a part of this Agreement. The Seller hereby agrees to indemnify and hold harmless Purchaser, its directors, officers, shareholders and their respective agents, and each of them, from and against any and all claims, damages, losses and liabilities (including reasonable attorney's fees) which may at any time be asserted against or suffered by Purchaser as a result of or on account of any misrepresentation or breach of any representation, warranty or agreement made by Seller. Purchaser hereby agrees to indemnify and hold harmless Seller, its directors, officers, shareholders and their respective agents, and each of them, from and against any and all claims, damages, losses and liabilities (including reasonable attorney's fees) which may at any time be asserted against or suffered by Seller as a result of or on account of any misrepresentation or breach of any representation, warranty or agreement made by Purchaser herein.

(h) Seller shall execute all forms necessary for transfer of all of its phone numbers located at 202 Industrial Drive, New Haven, Missouri, to Purchaser.

(i) The payment terms on all invoices from Purchaser to Seller for a one year period commencing with the date of Closing shall be 15 days from the date of delivery.

16. Guarantee. Notwithstanding anything herein to the contrary, Kellwood, as the parent corporation and 100 percent owner of all of the issued and outstanding shares of stock of Seller, to induce Purchaser to purchase the Purchased Assets under this Agreement, hereby unconditionally guarantees any and all obligations of the Seller to Purchaser under the covenants, representations and warranties made herein. It shall not be a condition to the obligations of Kellwood as guarantor hereunder that the Purchaser pursue or preserve remedies against Seller and Kellwood waives any requirement that the Purchaser so proceed.

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

AMERICAN RECREATION PRODUCTS, INC.
(Seller)

By: *Hal G. Uplein* JHP
Title: President

ATTEST:

Thomas H. Pallikan
Assistant Secretary

METALCRAFT ENTERPRISES, INC.
(Purchaser)

By: *Robert M. ...*
Title: President

ATTEST:

[Signature]

KELLWOOD COMPANY

By: *Robert M. ...* JHP
Title: Vice President

ATTEST:

Thomas H. Pallikan
Assistant Secretary

EXHIBITS TO
ASSET PURCHASE AGREEMENT
DATED March __, 1989

Exhibit

- A List of Equipment, Fixtures and Leasehold Improvements
- B December 1, 1973 Lease
- C List of Leased Equipment
- D List of Kelty Equipment
- E Promissory Note
- F Assignment and Assumption of Lease
- G Security Agreement
- H Direction Letter of Employees

0006
 63 METALS DIVISION
 8 COMMON

SEP. 30, 1988

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (HTL) - METALS DIVISION

EXHIBIT A.

PAGE 1
 1/23/88
 143109

ASSET NO.	ACCT. NO.	C. D	Y	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION - BOOK	REMAINING ASSET VALUE - BOOK	CUR. YEAR DEPRECTN - BOOK	CUR. PERIOD DEPRECTN - BOOK
592	0000 (1000)	E	U	0	Trailer #501 Thunderbolt Trailer			3/18/88					
593	0000 (1000)	E	U	0	Trailer #511 Thunderbolt Trailer			3/18/88					
594	0000 (1000)	E	U	0	Trailer #505 Thunderbolt Trailer			3/18/88					
595	0000 (1000)	E	U	0	Trailer #510 Thunderbolt Trailer			3/18/88					

*DEPARTMENT (0008) TOTALS -

ACCOUNT (0000) TOTALS -

EXHIBIT A

0006
63 METALS DIVISION
T: 5 TUBE MILL

SEP. 30, 1988

FIXED ASSETS
MONTHLY DEPRECIATION - BOOK
(MTL) - METALS DIVISION

PAGE - 2
1/23/88
143109

ASSET NO.	ACCT NO.	C D	T Y	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION - BOOK	REMAINING ASSET VALUE - BOOK	CUR. YEAR DEPRECTN - BOOK	CUR. PERIOD DEPRECTN - BOOK
Machinery & Equipment													
3	0001	A	U	0	VERTICAL METAL BAND WALKER TUR28-500	5	37	9/30/85	13.25	8.08	5.17	2.70	23
31	0001	A	U	0	SQ TUBE TOOLING - AL LEMONT	5	37	9/30/85	101.12	61.68	39.44	20.58	1.72
72	0001	A	U	0	PINCH ROLL STAND YODER M-2	5	37	9/30/85	25,209.23	15,381.91	9,827.32	5,127.30	427.28
81	0001	A	U	0	SPECIAL MOTORS	5	37	9/30/85	2,414.26	1,473.12	941.14	491.04	40.92
74	0001	A	U	0	POLISHING MACHINE VIBRODYNE VE-200C	5	37	9/30/85	151.87	92.65	59.22	30.90	2.58
78	0001	A	U	0	POWER STRAPPING EQUI INTERLAKE E25A0	5	37	9/30/85	495.02	302.04	192.98	100.68	8.39
152	0001	A	U	0	TUBE SIZING MACHINE TURKSHEAD 6093	5	37	9/30/85	144.85	88.39	56.46	29.46	2.46
160	0001	A	U	0	CLASS "A" FIRE EXTN GRAINGER 24087	5	37	9/30/85	1.06	.72	.34	.24	2
161	0001	A	U	0	CLASS "A" FIRE EXTN GRAINGER	5	37	9/30/85	9.57	5.78	3.79	1.94	17
199	0001	A	U	0	POWER STRAPPING EQUI	5	37	9/30/85	93.02	56.80	36.22	18.90	1.58
200	0001	R	U	0	RUN OUT TABLE MADRETIRED (8/31/88)	5	31	9/30/85				41.34	
204	0001	A	U	0	TUBE COOLING SECTION	5	37	9/30/85	125.43	76.56	48.87	25.50	2.13
206	0001	A	U	0	ALUM YODER MILL	5	37	9/30/85	13,901.46	8,482.32	5,419.14	2,827.44	235.62
207	0001	R	U	0	SQ TUBE TOOLING - AL LEMRETIRED (8/31/88)	5	31	9/30/85				47.64	
208	0001	A	U	0	POWER STRAPPING EQUI	5	37	9/30/85	73.02	44.62	28.40	14.86	1.24
211	0001	R	U	0	ALL OTHER CONVEYORS MADRETIRED (8/31/88)	5	31	9/30/85				81.08	
220	0001	A	U	0	LIFT TRUCK-MOTORIZED RAYMOND W25T	5	37	9/30/85	214.08	130.68	83.40	43.56	3.63
284	0001	A	N	0	complete squeeze roll mounting w/tooling	9	30	11/30/85	2,618.25	1,096.86	1,521.39	234.06	19.50
285	0001	A	N	0	tube embossing stand & diamond engraved e	9	30	5/31/86	21,970.55	6,102.91	15,867.64	2,441.16	203.43
1	0001	A	N	0	40" ara radial saw w/variable feed and OTHER FABRICATING EQ	9	30	8/31/86	10,031.44	2,786.42	7,245.02	1,114.56	92.88
304	0001	R	U	0	OTHER FABRICATING EQ RETIRED (8/31/88)	5	31	9/30/85				9.63	
316	0001	A	U	0	T-40 SHEER TYPE CUTO TALLYRAND	5	37	9/30/85	23,437.39	14,300.76	9,136.63	4,766.94	397.25
317	0001	A	U	0	TUBE SIZING MACHINE CRESST	5	37	9/30/85	43,430.46	26,499.96	16,930.50	8,833.32	736.11
326	0001	A	N	0	SQUEEZE ROLL STAND	9	30	11/30/85	8,700.00	2,416.71	6,283.29	966.68	80.55
1315	0001	A	U	0	100 KVA MILL GENERAT THERMATOOLVT100	5	37	9/30/85	50,132.42	30,589.21	19,543.21	10,196.41	849.71
20030	0001	R	U	0	SQ TUBE TOOLING - AL	5	31	9/30/85				6.42	
20030	0001	R	U	0	SQ TUBE TOOLING - AL	5	31	9/30/85				6.42	

006
METALS DIVISION
3 TUBE MILL

SEP. 30, 1988

FIXED ASSETS
MONTHLY DEPRECIATION - BOOK
(MTL) - METALS DIVISION

EXHIBIT A

PAGE 1
23/88
143.09

ASSET NO.	ACCT NO.	C U	T Y	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
MACHINERY & EQUIPMENT													
20037	(0000)	0001	A	U	0	5	37	9/30/85	32.90	20.14	12.76	6.70	56
						RETIREDC (8/31/88) RUN OUT TABLE							
20038	(0000)	0001	A	U	0	5	37	9/30/85	599.65	365.86	233.79	121.98	10.17
						CUT TUBE ACCUMULATOR							
20088	(0000)	0001	R	U	0	5	31	9/30/85				19.08	
						205 RETIREDC (8/31/88)							
20105	(0000)	0001	A	U	0	5	37	9/30/85	300.38	183.24	117.14	61.08	5.09
						COIL GRABBER COIL GRAB 205926							
20209	(0000)	0001	R	U	0	5	31	9/30/85				34.32	
						TAP & DIE SET RETIREDC (8/31/88)							
20214	(0000)	0001	A	U	0	5	37	9/30/85	10.59	6.48	4.11	2.16	18
						COIL GRABBER H10-4-22							
20214	(0000)	0001	R	U	0	5	31	9/30/85				39.66	
						RUN OUT TABLE MADRETIREDC (8/31/88)							
20215	(0000)	0001	R	U	0	5	31	9/30/85				2.52	
						FEED WATER TANK WESRETIREDC (8/31/88)							
20216	(0000)	0001	R	U	0	5	31	9/30/85				34.89	
						SO TUBE TOOLING - AL LEMRETIREDC (8/31/88)							
20222	(0000)	0001	A	U	0	5	37	9/30/85	30.76	18.72	12.04	6.24	52
						DOCK PLATE WITH SIDE WOODFORD 7220K60							
20256	(0000)	0001	R	U	0	5	31	9/30/85				82.20	
						ELECTRICAL TEST EQUI RETIREDC (8/31/88)							
20262	(0000)	0001	A	U	0	5	37	9/30/85	95.27	58.13	37.14	19.38	1.62
						ARBON PRESS							
20270	(0000)	0001	A	U	0	5	37	9/30/85	2,205.27	1,345.65	859.62	448.53	37.38
						ROTARY SCREW AIR COM KELLOGG-AMKRS25							
20281	(0000)	0001	R	U	0	5	31	9/30/85				169.68	
						TUBE TOOLING 5/8" DI RETIREDC (8/31/88)							
20285	(0000)	0001	A	U	0	5	37	9/30/85	444.39	271.09	173.30	90.37	7.54
						2 STAGE ELECT AIR CO KELLOGG DB462CO							
20286	(0000)	0001	A	U	0	5	37	9/30/85	272.28	166.14	106.14	55.38	4.62
						CUTOFF DIE & BLADES							
20377 (0000) 0001 R U 0 5 31 9/30/85 20.57													
80725 (0000) 0001 A U 0 5 37 9/30/85 993.62 606.24 387.38 202.08 16.84													
3224 (0000) 0001 R U 0 5 31 9/30/85 9.17													
3224 (0000) 0001 R U 0 5 31 9/30/85 9.17													
90368	(0000)	0001	A	U	0	5	37	9/30/85	1,673.28	1,020.96	652.32	340.32	28.36
						OTHER FABRICATING EQ ANILAH ELEA163-200							
90532	(0000)	0001	A	U	0	5	37	9/30/85	308.09	187.92	120.17	62.64	5.22
						LIFT TRUCK-MOTORIZED ALLISCHALMFT2524PS							
*DEPARTMENT (0005) TOTALS -									210,234.23	114,248.75	95,985.48	39,309.19	2,225.50

X006
 V.1 63 METALS DIVISION
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SEP. 30, 1988

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT A

PAGE - 7
 12/23/88
 8143109

ASSET NO.	ACCT NO.	C D	T Y	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
CHINERY & EQUIPMENT													
80319	0001	A	U	0	ALL OTHER BENDING EQ	5	37	9/30/85	652.36	398.10	254.26	132.66	11.06
	(0000)				AGET COLLEVC2								
80320	0001	A	U	0	ALL OTHER BENDING EQ	5	37	9/30/85	797.34	486.50	310.84	162.18	13.52
	(0000)				AGET COLLEVC3								
80323	0001	A	U	0	LINT COLLECTOR	5	37	9/30/85	1,125.68	686.88	438.80	228.96	19.08
	(0000)				TORIT 13FB55								
80324	0001	A	U	0	ELEC CHAIN HOIST	5	37	9/30/85	772.29	471.24	301.05	157.08	13.09
	(0000)				YALE KCL 215PT1552								
80327	0001	A	U	0	LIFT TRUCK-HAND-FORK	5	37	9/30/85	47.00	28.72	18.28	9.54	80
	(0000)				BIG JOE								
10	0001	A	U	0	MISC SHOP EQUIP	5	37	9/30/85	21.00	12.84	8.16	4.26	36
	(0000)				DEBURRING								
80333	0001	A	U	0	BENCH DRILL PRESS	5	37	9/30/85	11.00	6.75	4.25	2.22	19
	(0000)				CRAFTSMAN								
80358	0001	A	U	0	POWER STRAPPING EQUI	5	37	9/30/85	709.71	433.08	276.63	144.36	12.03
	(0000)				SEALMASTER420								
80359	0001	A	U	0	TUBE FORMING MACHINE	5	37	9/30/85	25,253.07	15,408.72	9,844.35	5,136.24	428.02
	(0000)												
80365	0001	A	U	0	POWER STRAPPING EQUI	5	37	9/30/85	709.71	433.08	276.63	144.36	12.03
	(0000)				SEALMASTER420								
80367	0001	A	U	0	ALL OTHER BENDING EQ	5	37	9/30/85	4,282.37	2,612.92	1,669.45	871.00	72.59
	(0000)				IDP DR/IE								
90108	0001	F	U	0	Pinex Bender			9/30/85					
	(1000)				see tag 597 for value								
*DEPARTMENT (0006) TOTALS -									153,127.54	59,047.48	94,080.06	24,342.74	1,880.08

X006
U.1 63 METALS DIVISION
PT: 8 COMMON

SEP. 30, 1988

FIXED ASSETS
MONTHLY DEPRECIATION - BOOK
(MTL) - METALS DIVISION

EXHIBIT A

PAGE - 8
11/23/88
8143109

ASSET NO.	ACCT NO.	C	T	DPR	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION	REMAINING ASSET VALUE	CUR. YEAR DEPRECTN	CUR. PERIOD DEPRECTN
				MTD									
93	0001	A	U	0	OTHER WAREHOUSE & ST DAYTON 7C254	5	37	9/30/85	267.40	163.10	104.30	54.38	4.54
94	0001	R	U	0	OTHER FABRICATING EQ COI RETIRED (8/31/88)	5	31	9/30/85				90.51	
99	0001	A	U	0	BATTERY CHARGER HOBART 12145CB11	5	37	9/30/85	335.97	204.99	130.98	68.34	5.70
114	0001	R	U	0	LIFT TRUCK-HAND-FORK CLARETIRED (8/31/88)	5	31	9/30/85				35.28	
138	0001	A	U	0	FANS ELECTRIC DESK DAYTON	5	37	9/30/85	10.60	6.48	4.12	2.16	18
144	0001	A	U	0	ALL OTHER SCALES FAIRBANKS 1118	5	37	9/30/85	11.23	6.84	4.39	2.28	19
15	0001	R	U	0	STAPLE GUNS BOS RETIRED (8/31/88)	5	31	9/30/85				.96	
157	0001	A	U	0	ALL OTHER STORAGE RA LYONS 37103711	5	37	9/30/85	28.89	17.64	11.25	5.88	49
158	0001	A	U	0	HAND TRUCKS HARPER 9268-63	5	37	9/30/85	7.66	4.68	2.98	1.56	13
159	0001	A	U	0	HAND TRUCKS HARPER 9268-63	5	37	9/30/85	7.66	4.68	2.98	1.56	13
162	0001	R	U	0	205 RETIRED (8/31/88)	5	31	9/30/85				3.66	
164	0001	A	U	0	VACUUM SWEEPER GRAINGER 3Z283	5	37	9/30/85	7.33	4.46	2.87	1.50	13
174	0001	A	U	0	LIFT TRUCK-MOTORIZED CROWN 25RRTF	5	37	9/30/85	7,521.76	4,589.61	2,932.15	1,529.85	127.49
212	0001	A	U	0	LIFT TRUCK-MOTORIZED CLARK C500-80	5	37	9/30/85	632.72	386.05	246.67	128.70	10.73
253	0001	A	U	0	TIME RECORDERS JCGIL3	5	37	9/30/85	38.28	23.40	14.88	7.80	65
3197	0001	R	U	0	TAG AND LABEL PRINTE SOARETIRED (11/18/88)	5	37	9/30/85				189.90	15.83
3493	0001	R	U	0	ALL OTHER FASTENER DOT RETIRED (8/31/88)	5	31	9/30/85				14.19	
3494	0001	R	U	0	ALL OTHER FASTENER DOT RETIRED (8/31/88)	5	31	9/30/85				14.19	
20022	0001	R	U	0	PORTABLE & OTHER VIS PAL RETIRED (8/31/88)	5	31	9/30/85				.48	
20032	0001	R	U	0	ALL OTHER SCALES CAR RETIRED (6/01/88)	5	31	9/30/85				118.44	
20049	0001	R	U	0	POWER STRAPPING EQUI RETIRED (8/31/88)	5	31	9/30/85				56.85	
20087	0001	A	U	0	AIR DRYING SYSTEM KELLOG AM	5	37	9/30/85	1,340.65	817.98	522.67	272.70	22.73
20105	0001	R	U	0	AIR DRYING SYSTEM KR RETIRED (8/31/88)	5	31	9/30/85				4.43	
20184	0001	A	U	0	FANS ELECTRIC DESK DAYTON 4C507	5	37	9/30/85	1.72	1.08	.64	.36	3
20185	0001	A	U	0	FANS ELECTRIC DESK DAYTON 4C507	5	37	9/30/85	1.72	1.08	.64	.36	3
20186	0001	A	U	0	FANS ELECTRIC DESK DAYTON 4C507	5	37	9/30/85	1.72	1.08	.64	.36	3
20187	0001	A	U	0	FANS ELECTRIC UPRIGH DAYTON 4C434	5	37	9/30/85	4.03	2.52	1.51	.84	7
20188	0001	A	U	0	FANS ELECTRIC UPRIGH DAYTON 4C434	5	37	9/30/85	4.03	2.52	1.51	.84	7

X006
U.I. 63 METALS DIVISION
PT: 8 COMMON

SEP. 30, 1988

FIXED ASSETS
MONTHLY DEPRECIATION - BOOK
(MYL) - METALS DIVISION

EXHIBIT A

PAGE - 9
10/23/88
8143109

ASSET NO.	ACCT NO.	C D	T Y	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
CHINERY & EQUIPMENT													
20189	0001	A	U	0	FANS ELECTRIC UPRIGH DAYTON 4C434	5	37	9/30/85	4.03	2.52	1.51	.84	7
20190	0001	A	U	0	FANS ELECTRIC UPRIGH DAYTON 4C434	5	37	9/30/85	4.03	2.52	1.51	.84	7
20191	0001	A	U	0	FANS ELECTRIC UPRIGH DAYTON 4C434	5	37	9/30/85	4.03	2.52	1.51	.84	7
20203	0001	A	U	0	PUSH ABOUT WORK TRUC DAYTON 4C434	5	37	9/30/85	54.13	33.09	21.04	11.01	92
2021	0001	A	U	0	ALL OTHER AIR COMPRE KELLOGG 462TVX	5	37	9/30/85	94.15	57.47	36.68	19.14	1.60
20225	0001	A	U	0	PORTABLE POWER EQUIP ROTARY HAM 351	5	37	9/30/85	122.30	74.58	47.72	24.90	2.08
20252	0001	A	U	0	2 STAGE ELECT AIR CO KELLOGG DR462CO	5	37	9/30/85	444.39	271.09	173.30	90.37	7.54
20254	0001	A	U	0	TIME RECORDERS JCGIL3	5	37	9/30/85	38.28	23.40	14.88	7.80	65
20255	0001	R	U	0	WATER METER RETIRED (8/31/88)	5	31	9/30/85				36.11	
20271	0001	A	U	0	AIR DRYING SYSTEM DELTECK C10	5	37	9/30/85	671.94	410.04	261.90	136.68	11.39
20349	0001	A	U	0	ELECTRIC PIPE & BOLT RIGID 300	5	37	9/30/85	541.52	330.48	211.04	110.16	9.18
70272	0001	A	U	0	COMP AFTER COOLER KELLOGG-AMAC110	5	37	9/30/85	142.13	86.76	55.37	28.92	2.41
70329	0001	A	U	0	CANTILEVER-STEEL ARM SIEGLER	5	37	9/30/85	30.00	18.36	11.64	6.12	51
80328	0001	A	U	0	CANTILEVER-STEEL ARM SIEGLER	5	37	9/30/85	30.00	18.36	11.64	6.12	51
80362	0001	R	U	0	HEATER EXCHANGER AMERETIRED (8/31/88)	5	31	9/30/85				262.41	
*DEPARTMENT (0008) TOTALS -									12,404.30	7,569.38	4,834.92	3,350.62	226.15

006
 63 METALS DIVISION
 106 TOOL AND DIE

SEP. 30, 1988

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT A

PAGE 11
 1/23/88
 143109

ASSET NO.	ACCT NO.	C	T	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	UR. PERIOD DEPRECTN --BOOK--
9	0001	A	U	0	FLOOR MODEL DRILL PR	5	37	9/30/85	31.67	19.37	12.30	6.42	54
	(0000)				BUFFALO 22								
14	0001	A	U	0	BENCH LATHE	5	37	9/30/85	96.02	58.65	37.37	19.53	1.63
	(0000)				LOGAN 1957								
15	0001	A	U	0	BENCH LATHE	5	37	9/30/85	355.98	217.18	138.80	72.42	6.04
	(0000)				STAN MODER SER3000								
17	0001	A	U	0	BENCH VISE HD SWIVEL	5	37	9/30/85	14.35	8.72	5.63	2.94	25
	(0000)				UNIVERSAL								
21	0001	A	U	0	SURFACE GRINDER	5	37	9/30/85	120.02	73.22	46.80	24.42	2.04
	(0000)				SANFORD MG								
25	0001	A	U	0	PORTABLE POWER SAW	5	37	9/30/85	17.33	10.55	6.78	3.54	30
	(0000)				JOHNSON BRK								
17	0001	A	U	0	HORIZONTAL METAL BAN	5	37	9/30/85	200.32	122.24	78.08	40.74	3.40
	(0000)												
96	0001	A	U	0	MISC SHOP EQUIP	5	37	9/30/85	279.94	170.81	109.13	56.94	4.75
	(0000)				SURFACE PLO								
166	0001	A	U	0	ELECTRICAL TEST EQUI	5	37	9/30/85	856.76	522.72	334.04	174.24	14.52
	(0000)				ROCKLINZER 169212								
318	0001	A	U	0	ELECTRIC PRESS	5	37	9/30/85	745.27	454.68	290.59	151.56	12.63
	(0000)				DO ALL 15100								
20008	0001	A	U	0	MILLING MACH VERT	5	37	9/30/85	134.25	81.93	52.32	27.30	2.28
	(0000)				INDUMA								
20023	0001	A	U	0	BENCH GRINDER	5	37	9/30/85	8.63	5.30	3.33	1.74	15
	(0000)				BALDOR 8123H								
20027	0001	R	U	0	MILLING MACH VERT	5	31	9/30/85				1.17	
	(0000)				FLY RETIRED (8/31/88)								
20029	0001	R	U	0	PORTABLE & OTHER VIS	5	31	9/30/85				1.62	
	(0000)				RETIRED (8/31/88)								
20040	0001	R	U	0	MISC SHOP EQUIP	5	31	9/30/85				1.35	
	(0000)				YUARETIRED (8/31/88)								
20046	0001	R	U	0	MISC SHOP EQUIP	5	31	9/30/85				11.52	
	(0000)				RETIRED (8/31/88)								
20073	0001	A	U	0	SURFACE GRINDER	5	37	9/30/85	2,964.80	1,809.00	1,155.80	603.00	50.25
	(0000)				BOYAR SCHU2818								
20083	0001	A	U	0	OTHER FABRICATING EQ	5	37	9/30/85	1,027.81	627.12	400.69	209.04	17.42
	(0000)												
20085	0001	A	U	0	OTHER FABRICATING EQ	5	37	9/30/85	424.75	259.20	165.55	86.40	7.20
	(0000)												
20202	0001	R	U	0	HACK SAW-POWER-AUTO	5	31	9/30/85				38.16	
	(0000)				HAD RETIRED (8/31/88)								
7 78	0001	R	U	0	ARBON PRESS	5	31	9/30/85				12.24	
	(0000)				RETIRED (8/31/88)								
3010	0001	A	U	0	FLOOR MODEL DRILL PR	5	37	9/30/85	20.73	12.60	8.13	4.20	35
	(0000)				BUFFALO 15								
80335	0001	A	U	0	MILLING MACH VERT	5	37	9/30/85	321.00	195.84	125.16	65.28	5.44
	(0000)				RHMAUDI V2								
80353	0001	A	U	0	SURFACE GRINDER	5	37	9/30/85	4,158.71	2,537.56	1,621.15	845.82	70.49
	(0000)				DO ALL US612								
90205	0001	R	U	0	OTHER FABRICATING EQ	5	31	9/30/85				.86	
	(0000)				ENCRETIRED (8/31/88)								
*DEPARTMENT (0106) TOTALS -									11,778.34	7,186.69	4,591.65	2,462.45	199.68
ACCOUNT (0001) TOTALS -									400,155.06		206,324.05		711.94

X006
U: 63 METALS DIVISION
PT: 106 TOOL AND DIE

SEP. 30, 1988

EXHIBIT A

PAGE - 12
11/23/88
\$143,109

ASSET ACCT C T DPR DESCRIPTION
NO. NO. U Y MTD

FIXED ASSETS
MONTHLY DEPRECIATION - BOOK
(MTL) - METALS DIVISION

LIFE MO. DATE CAPITALIZED
YRS DEFR CAPTLZD VALUE
--BOOK--

ACCUMULATED
DEPRECIATION
--BOOK--

193,831.01

REMAINING
ASSET VALUE
--BOOK--

CUR. YEAR
DEPRECTN
--BOOK--

71,631.23

CUR. PERIOD
DEPRECTN
--BOOK--

EXHIBIT A

X006 SEP. 30, 1988
 U.I. 63 METALS DIVISION
 PT: 5 TUBE MILL

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

PAGE - 13
 1/23/88
 143109

ASSET NO.	ACCT NO.	C	T	DPR	DESCRIPTION	LIFE YRS	MO DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
FURNITURE & FIXTURES													
180	0002	A	U	0	FILE CLOSET METAL DAYTON 1H944	5	37	9/30/85	3.60	2.16	1.44	.72	6
*DEPARTMENT (0005) TOTALS									3.60	2.16	1.44	.72	.06

X006
 U. : 63 METALS DIVISION SEP. 30, 1988
 PT: 8 COMMON

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT A

PAGE - 14
 1/23/88
 143109

ASSET NO.	ACCT NO.	C	T	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
50	0002	R	U	0	OFFICE PARTIONS & RE RETIRE (8/31/88)	5	31	9/30/85				21.00	
53	0002	A	U	0	CALCULATOR DESK ELEC SHARP CS626	5	37	9/30/85	18.17	11.16	7.01	3.72	31
62	0002	A	U	0	DESK METAL CLERICAL HASKELL HUM1163	5	37	9/30/85	7.14	4.32	2.82	1.44	12
175	0002	R	U	0	ADDRESSOGRAPH MACH RETIRE (8/31/88)	5	31	9/30/85				1.41	
176	0002	R	U	0	ADDING MACHINE DESK VICRETIRE (8/31/88)	5	31	9/30/85				.51	
201	0002	A	U	0	FILE CAB METAL LATER HON 432LP	5	37	9/30/85	78.28	47.81	30.47	15.90	1.33
390	0002	A	N	0	sonasonic typewriter 700M	5	6	4/30/88	1,728.81	172.86	1,555.95	172.86	28.81
1637	0002	A	U	0	DESK WOOD CLERICAL	5	37	9/30/85	10.96	6.71	4.25	2.22	19
10072	0002	A	U	0	CREDENZA METAL GLOBEHARRI	5	37	9/30/85	14.73	9.00	5.73	3.00	25
10188	0002	A	U	0	TABLE METAL	5	37	9/30/85	2.80	1.77	1.03	.57	5
11357	0002	A	U	0	DESK METAL CLERICAL TOWER	5	37	9/30/85	2.25	1.44	.81	.48	4
11545	0002	A	U	0	CHAIR METAL CLERICAL	5	37	9/30/85	1.81	1.08	.73	.36	3
20054	0002	A	U	0	CALCULATOR DESK ELEC SHARP EL804	5	37	9/30/85	3.50	2.16	1.34	.72	6
20058	0002	A	U	0	VACUUM SWEEPER ELECTROLUX12-5	5	37	9/30/85	15.67	9.58	6.09	3.18	27
20117	0002	A	U	0	FILE CAB METAL LATER	5	37	9/30/85	6.84	4.20	2.64	1.38	12
20181	0002	A	U	0	FILE CLOSET METAL DAYTON 3W043	5	37	9/30/85	5.67	3.49	2.18	1.14	10
20192	0002	A	U	0	FILE CLOSET METAL DAYTON 3W043	5	37	9/30/85	5.67	3.49	2.18	1.14	10
20183	0002	A	U	0	FILE CLOSET METAL DAYTON 3W047	5	37	9/30/85	4.18	2.52	1.66	.84	7
20193	0002	A	U	0	FILE CLOSET METAL EDSAL #7000	5	37	9/30/85	7.38	4.51	2.87	1.50	13
20195	0002	A	U	0	FILE CAB METAL UPRIG #6022	5	37	9/30/85	4.75	2.88	1.87	.96	8
75	0002	A	U	0	FILE CLOSET METAL VLAHEK 121516	5	37	9/30/85	15.34	9.36	5.98	3.12	26
21034	0002	R	U	0	TYPEWRITER-ELECTRIC IBM RETIRE (8/31/88)	5	31	9/30/85				2.34	
21103	0002	A	U	0	CHAIR METAL CLERICAL ALL STEEL 8130	5	37	9/30/85	3.55	2.16	1.39	.72	6
21247	0002	A	U	0	CHAIR METAL SEC/TYPI UNITED CHR	5	37	9/30/85	2.40	1.44	.96	.48	4
80279	0002	A	U	0	CALCULATOR DESK ELEC SHARP 2155	5	37	9/30/85	27.97	17.05	10.92	5.70	48
80280	0002	A	U	0	FILE CLOSET METAL EDSAL #7000	5	37	9/30/85	7.41	4.54	2.87	1.50	13
80350	0002	R	U	0	FILE CAB WOOD UPRIGH RETIRE (8/31/88)	5	31	9/30/85				27.81	
80351	0002	A	U	0	TYPEWRITER-ELECTRIC SILVER REE225C	5	37	9/30/85	457.82	279.36	178.46	93.12	7.76

X006
 U I 63 METALS DIVISION
 FT: 8 COMMON

SEP. 30, 1988

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT A

PAGE - 15
 1/23/88
 143109

ASSET NO.	ACCT NO.	C D	T Y	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR YEAR DEPRECTN --BOOK--	CUR PERIOD DEPRECTN --BOOK--
FURNITURE & FIXTURES													
80352	0002	A	U	0	TYPEWRITER-ELECTRIC	5	37	9/30/85	457.82	279.36	178.46	93.12	7.76
	(0000)				SILVER REE225C								
80354	0002	A	U	0	DESK WOOD ELL SHAPE	5	37	9/30/85	211.20	128.88	82.32	42.96	3.58
	(0000)												
80355	0002	A	U	0	MICROWAVE OVEN	5	37	9/30/85	223.61	136.44	87.17	45.48	3.79
	(0000)				SHARP 7710								
80357	0002	R	U	0	COPIER ELECTROSTATIC	5	31	9/30/85				401.82	
	(0000)				PANRETIRED(8/31/88)								
64	0002	R	U	0	COPIER ELECTROSTATIC	5	31	9/30/85				98.43	
	(0000)				PANRETIRED(8/31/88)								
*DEPARTMENT (0008) TOTALS -									3,325.73	1,147.57	2,178.16	1,050.93	55.92

X006
 V. 1 63 METALS DIVISION
 P. 1 102 TOOL AND DIE

SEP. 30, 1988

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT A

PAGE 1
 1/23/88
 143:09

ASSET NO.	ACCT NO.	C D Y	T D Y	DPR MTD	DESCRIPTION	LIFE YRS	MO DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
178	0002	R	U	0	FILE CLOSET METAL	5	31	9/30/85				.36	
	(0000)				DAY RETIRED (8/31/88)								
179	0002	A	U	0	FILE CLOSET METAL	5	37	9/30/85	3.60	2.16	1.44	.72	6
	(0000)				DAYTON 1944								
80276	0002	R	U	0	WORK BENCHES & DESKS	5	31	9/30/85				.57	
	(0000)				RETIRED (8/31/88)								
*DEPARTMENT (0106) TOTALS -									3.60	2.16	1.44	1.65	.06
ACCOUNT (0002) TOTALS -									3,332.93	1,151.89	2,181.04	1,053.30	56.04

0006
 J. I. 63 METALS DIVISION
 ST: 8 COMMON

SEP. 30, 1988

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT A

PAGE - 17
 12/23/88
 143109

ASSET NO.	ACCT NO.	C	T	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION	REMAINING ASSET VALUE	CUR. YEAR DEPRECTN	CUR. PERIOD DEPRECTN
HOUSEHOLD IMPROVEMENTS													
70	0008	A	U	0	WAREHOUSE BLDG ADDIT	19	37	9/30/85	1,308.11	207.36	1,100.75	69.12	5.76
82	0008	A	U	0	LEASED W/HOUSE ADDIT	19	37	9/30/85	14,572.31	2,311.07	12,261.24	770.34	64.20
84	0008	A	U	0	L/PROP DOCK DOORS PL	19	37	9/30/85	392.75	62.28	330.47	20.76	1.73
197	0008	A	U	0	L/HOLD IMPROV PARK S	19	37	9/30/85	97.30	15.48	81.82	5.16	43
300	0008	A	U	0	L/HOLD IMPROV PARK S	19	37	9/30/85	43.03	6.84	36.19	2.28	19
303	0008	A	U	0	L/HOLD IMPROV LANDSC	19	37	9/30/85	11.11	1.80	9.31	.60	5
307	0008	A	U	0	LEASED W/HOUSE ADDIT	19	37	9/30/85	27.10	4.32	22.78	1.44	12
308	0008	A	U	0	L/PROP SPRINKLER & F	19	37	9/30/85	14.42	2.16	12.26	.72	6
309	0008	A	U	0	L/PROP DOCK DOORS PL	19	37	9/30/85	321.09	50.83	270.26	16.98	1.42
314	0008	A	U	0	L/HOLD IMPROV PARK S	19	37	9/30/85	442.51	70.20	372.31	23.40	1.95
315	0008	A	U	0	L/PROP SPRINKLER & F	19	37	9/30/85	39.28	6.12	33.16	2.04	17
20034	0008	A	U	0	L/HOLD IMPROV GATES	19	37	9/30/85	243.89	38.57	205.32	12.89	1.08
20044	0008	A	U	0	L/PROP DOCK DOORS PL	19	37	9/30/85	234.49	37.08	197.41	12.36	1.03
20089	0008	A	U	0	L/PROP OFFICE PARTIO	19	37	9/30/85	927.67	147.24	780.43	49.08	4.09
20167	0008	A	U	0	L/HOLD IMPROV LIGHTI	19	37	9/30/85	10,686.39	1,694.88	8,991.51	564.96	47.08
20196	0008	A	U	0	L/PROP INCIN & INDUS	19	37	9/30/85	788.66	124.94	663.72	41.66	3.48
20226	0008	R	U	0	L/PROP PERM W/HOUSE	19	37	9/30/85	4,306.9 1/2 ROWS			509.64	42.47
20282	0008	A	U	0	L/PROP DOCK DOORS PL	19	37	9/30/85	437.03	69.36	367.67	23.10	1.93
20301	0008	A	U	0	L/HOLD IMPROV LANDSC	19	37	9/30/85	25.08	3.96	21.12	1.32	11
20302	0008	A	U	0	L/PROP ELEC & PA & A	19	37	9/30/85	118.91	18.72	100.19	6.24	52
20306	0008	A	U	0	L/PROP SPRINKLER & F	19	37	9/30/85	34.56	5.40	29.16	1.80	15
20307	0008	A	U	0	L/PROP EXCAV GRADG F	19	37	9/30/85	12.79	2.16	10.63	2.72	6
20311	0008	A	U	0	L/PROP PERM W/HOUSE	19	37	9/30/85	21.32	3.24	18.08	1.08	9
20251	0008	A	U	0	ALL OTHER STORAGE RA	19	37	9/30/85	508.64	80.64	428.00	26.88	2.24
20283	0008	A	U	0	L/PROP OFFICE PARTIO	19	37	9/30/85	1,121.15	177.84	943.31	59.28	4.94
20284	0008	A	U	0	L/PROP OFFICE PARTIO	19	37	9/30/85	465.18	73.80	391.38	24.60	2.05
20313	0008	A	U	0	L/PROP PERM W/HOUSE	19	37	9/30/85	4.72	.72	4.00	.24	2

X006
 U: 63 METALS DIVISION
 PT: 8 COMMON

SEP. 30, 1988

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT A

PAGE 18
 11/23/88
 8:43:09

ASSET NO.	ACCT NO.	C D	T Y	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
HOUSEHOLD IMPROVEMENTS													
80321	0008	A	U	0	L/PROP OFFICE PARTIT	19	37	9/30/85	1,919.15	304.25	1,614.90	101.45	8.46
	(0000)				SONEX								
80322	0008	A	U	0	L/PROP OFFICE PARTIT	19	37	9/30/85	23,059.89	3,657.16	19,402.73	1,219.02	101.59
	(0000)				MEZZANINE-								
80326	0008	A	U	0	L/HOLD IMPROV WALLS	19	37	9/30/85	5,581.69	885.24	4,696.45	295.08	24.59
	(0000)				NH CONTRAC								
8	0008	A	U	0	L/PROP EXCAV GRABG F	19	37	9/30/85	9,566.50	1,517.04	8,049.46	505.68	42.14
	(0000)				NEW HAVEN								
80306	0008	A	U	0	L/PROP WALL EXHAUST	19	37	9/30/85	8,158.27	1,293.84	6,864.43	431.28	35.94
	(0000)												
**DEPARTMENT (0008) TOTALS -									81,184.99	12,874.54	68,310.45	4,801.20	400.14
ACCOUNT (0008) TOTALS -									81,184.99	12,874.54	68,310.45	4,801.20	400.14
**PLANT/DIVISION (63) TOTALS -									484,672.98	207,857.44	276,815.54	77,485.73	6,168.12
***COMPANY GRAND TOTALS -									484,672.98	207,857.44	276,815.54	77,485.73	6,168.12

FIXED ASSETS
MONTHLY DEPRECIATION - BOOK
(HTL) - METALS DIVISION
** SUMMARY TOTALS **

11/23/88
843109

	DEPRECIATION BASIS	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
ACTIVE/ACTIVE WITH BONUS(A & B)	484,672.98		274,815.54		1,109.82
EM personal computer- 5151 s/n 06314985150		207,857.44		71,515.43	
Star Micronics printer- NX15 s/n 250071000271					
Unarco warehouse racks (1/2 of original group)	4,820.63				
Grand total	489,493.61				

LEASE
BETWEEN
CITY OF NEW HAVEN, MISSOURI
AND
KELLWOOD COMPANY
(Series II)

Bk 297 p 671

11:45 am 12/27/73

November 9, 1973-3

LEASE

TABLE OF CONTENTS

PAGE

ARTICLE I

Granting Provisions

Section 1.1.	Granting of Leasehold	2
--------------	-----------------------	---

ARTICLE II

Rent Provisions

Section 2.1.	Basic Rent	2
Section 2.2.	Additional Rent	2
Section 2.3.	Rent Payable Without Abatement or Set-Off	2

ARTICLE III

Taxes and Impositions

Section 3.1.	Impositions	3
Section 3.2.	Receipted Statements	4
Section 3.3.	Contest of Impositions	4

ARTICLE IV

Insurance

Section 4.1.	Insurance	5
--------------	-----------	---

ARTICLE V

Use of Premises

Section 5.1.	Use of Premises	6
--------------	-----------------	---

ARTICLE VI

Assignment and Sublease

Section 6.1.	Assignment and Sublease	6
--------------	-------------------------	---

ARTICLE VII

Repairs and Maintenance

Section 7.1.	Repairs and Maintenance	6
--------------	-------------------------	---

ARTICLE VIII

Alteration of Plant

Section 8.1.	Alteration of Plant	7
--------------	---------------------	---

ARTICLE IX

Additional Improvements

Section 9.1.	Additional Improvements	7
--------------	-------------------------	---

ARTICLE X

Permits and Liens

Section 10.1.	Securing of Permits and Authorizations	8
---------------	--	---

Section 10.2.	Mechanics' Liens	8
---------------	------------------	---

Section 10.3.	Contest of Liens	9
---------------	------------------	---

ARTICLE XI

Utilities

Section 11.1.	Utilities	9
---------------	-----------	---

ARTICLE XII

Indemnification of Landlord

Section 12.1.	Indemnity	9
---------------	-----------	---

Section 12.2.	Public Liability Insurance	10
---------------	----------------------------	----

ARTICLE XIII

Access by Landlord

Section 13.1.	Access to Premises	10
---------------	--------------------	----

ARTICLE XIV

Options to Extend Lease

Section 14.1.	Options to Extend Term	11
---------------	------------------------	----

ARTICLE XV

Eminent Domain

Section 15.1.	Eminent Domain	11
---------------	----------------	----

ARTICLE XVI~~Damage or Destruction of Facility~~

Section 16.1.	Damage or Destruction by Fire or Other Casualty	13
---------------	---	----

ARTICLE XVII

Default Provisions

Section 17.1. Default Provisions	14
Section 17.2. Survival of Obligations	16

ARTICLE XVIII

Landlord Performance of Tenant's Obligations

Section 18.1. Performance of Tenant's Obligations by Landlord	17
---	----

ARTICLE XIX

Surrender of Possession

Section 19.1. Surrender of Possession	17
---------------------------------------	----

ARTICLE XX

Notices

Section 20.1. Notices	18
-----------------------	----

ARTICLE XXI

Net Lease

Section 21.1. Net Lease	18
-------------------------	----

ARTICLE XXII

Rights, Waiver, Abandonment and Consent

Section 22.1. Rights and Remedies	19
Section 22.2. Waiver of Breach	19
Section 22.3. Abandonment by Tenant	19

ARTICLE XXIII

Covenants, Amendments and Miscellaneous Provisions

Section 23.1. Quiet Enjoyment and Possession	20
Section 23.2. Due Organization of Landlord	20
Section 23.3. Additional Covenants of Tenant	20
Section 23.4. Amendments	20

	<u>PAGE</u>
Section 23.5. Construction and Enforcement	20
Section 23.6. Priority of Lease	21
Section 23.7. Invalidity of Provisions of Lease	21
Section 23.8. Covenants Run With Leased Property and Premises	21
Section 23.9. Paragraph Headings	21
Section 23.10. Execution of Counterparts	21
Acknowledgments	22-23
Schedule	

19
L E A S E

THIS LEASE, made and entered into this 1st day of December, 1973, by and between the CITY OF NEW HAVEN, MISSOURI, a municipal corporation, of Franklin County, Missouri (the "Landlord"), and KELLWOOD COMPANY, a Delaware corporation authorized and qualified to do business in Missouri (the "Tenant"),

WITNESSETH:

WHEREAS, Landlord is a municipality duly organized and existing under the laws of the State of Missouri, with full lawful power and authority to enter into this lease by and through its Governing Body, and

WHEREAS, Landlord has proposed and does hereby propose that it shall:

(a) Acquire an industrial plant consisting of buildings, improvements and fixtures (said buildings, improvements and fixtures being hereinafter referred to as the "Plant"), to be located upon the real property referred to in Article I hereof (said real property hereinafter referred to as the "Land"),

(b) Lease the Land and the Plant (the Land and the Plant together hereinafter referred to as the "Facility") to Tenant for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, Tenant, pursuant to the foregoing proposals of Landlord, desires to lease the Facility from Landlord, for the rentals and upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Landlord

and Tenant do hereby covenant and agree as follows:

ARTICLE I

1.1. Granting of Leasehold. Landlord by these presents hereby rents, leases and lets unto Tenant and Tenant hereby rents, leases and hires from Landlord, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the property described and set forth on Schedule 1 attached hereto and made a part hereof for a basic term of twenty (20) years commencing on the date of this lease and ending on November 30, 1993.

ARTICLE II

2.1. Basic Rent. Landlord reserves and Tenant covenants and agrees to pay to Exchange Security Bank, in the city of Birmingham, Alabama, for the account of Landlord and during the full basic term, basic rent in the aggregate amount of Five Hundred Ninety-Eight Thousand Seven Hundred Twenty and No/100 Dollars (\$598,720) (hereinafter referred to as "Basic Rent" or "basic rent"), payable in installments at such times and in such amounts as set forth on Exhibit A attached hereto until said aggregate amount of Basic Rent has been paid.

2.2. Additional Rent. Tenant shall pay as additional rent all Impositions (as defined in Article III), and all expenses (including attorneys' fees) incurred by Landlord in connection with the enforcement of any rights under this lease, all such amounts payable under this section being hereinafter referred to as "Additional Rent" or "additional rent".

2.3. Rent Payable Without Abatement or Set-Off. Tenant covenants and agrees with and for the express benefit of Landlord that all payments of Basic Rent and Additional Rent shall be made

by Tenant on or before the date the same become due, and that Tenant shall perform all of its obligations, covenants and agreements hereunder, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Facility shall have been started or completed, or whether Landlord's title thereto, or to any part thereof, is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Facility or any part thereof, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Facility, legal curtailment of Tenant's use thereof, any change in Landlord's legal organization or status, or any default of Landlord hereunder, and regardless of the invalidity of any action of the Landlord, and regardless of the invalidity of any portion of this lease, and Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this lease or which releases or purports to release Tenant therefrom. Nothing in this lease shall be construed as a waiver by Tenant of any rights or claims Tenant may have against Landlord under this lease or otherwise, but any recovery upon such rights and claims shall be had from Landlord separately.

ARTICLE III

3.1. Impositions. Tenant shall, during the life of this lease, bear, pay and discharge, before the delinquency thereof, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Facility, or any part thereof, or any improvements at any time thereon or Tenant's interest in the Facility under this lease, including any new lawful taxes and

assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber Landlord's title to the Facility (all of the foregoing being herein referred to as "Impositions"). All Impositions prior to the time Landlord shall acquire the Land shall be paid in full by Tenant. In the event any special assessment taxes are lawfully levied and assessed which may be paid in installments, Tenant shall be required to pay only such installments thereof as become due and payable during the life of this lease as and when the same become due and payable.

Landlord covenants that without Tenant's written consent it will not unless required by law take any action which may reasonably be construed as tending to cause or induce the levying or assessment of any Imposition (other than special assessments levied on account of special benefits) which Tenant would be required to pay under this Article and that should any such levy or assessment be threatened or occur Landlord shall, at Tenant's request, fully cooperate with Tenant in all reasonable ways to prevent any such levy or assessment.

3.2. Receipted Statements. Within thirty (30) days after the last day for payment, without penalty or interest, of an Imposition which Tenant is required to bear, pay and discharge pursuant to the terms hereof, Tenant shall deliver to Landlord a photostatic copy of the statement issued therefor duly receipted to show the payment thereof.

3.3. Contest of Impositions. Tenant shall have the

right, in its or Landlord's name, to contest the validity or amount of any Imposition which Tenant is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten (10) days before the Imposition complained of becomes delinquent if, and provided, Tenant, before instituting any such contest, gives Landlord written notice of its intention so to do and, if requested in writing by Landlord, deposits with Landlord a bond in favor of Landlord, with a surety company acceptable to Landlord as surety, in a penal sum of at least twice the amount of the Imposition so contested conditioned upon the payment, if so adjudged, of the contested Imposition, together with all interest and penalties accruing thereon and costs of suit, and if, and provided further, Tenant diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale thereof, under execution or otherwise, and promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. Tenant shall hold Landlord whole and harmless from any costs and expenses Landlord may incur related to any such contest.

ARTICLE IV

4.1. Insurance. Tenant shall throughout the life of this lease, at its sole cost and expense, ~~keep the Plant constantly insured~~ against loss or damage by fire, lightning and all other risks covered by the uniform standard extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the full insurable value thereof, but not exceeding the replacement cost of the Plant, in such insurance company or companies authorized to do business in the State of Missouri as may be selected by Tenant and approved in writing by Landlord.

ARTICLE V

5.1. Use of Premises. Subject to the provisions of this Article, Tenant shall have the right to use the Facility for any and all purposes allowed by law and contemplated by the Constitution of Missouri. Tenant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Facility or to any adjoining public ways, as to the manner of use or the condition of the Facility or of adjoining public ways. Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article IV. Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may, in any manner, arise out of, or be imposed as a result of, the failure of Tenant to comply with the provisions of this Article.

ARTICLE VI

6.1. Assignment and Sublease. Tenant may assign or transfer this lease or sublease all or portions of the Facility without the consent thereto of Landlord; provided, however, that no assignment, transfer or sublease shall release or discharge Tenant from its duties and obligations under this lease.

ARTICLE VII

7.1. Repairs and Maintenance. Tenant covenants and agrees that it will during the life of this lease keep and maintain the Facility and all parts thereof in good condition and repair, ordinary wear and tear excepted, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery and equipment constituting a part of the Plant in good

mechanical and working order, and that during said period of time it will keep the Facility and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fire.

ARTICLE VIII

8.1. Alteration of Plant. Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Plant as Tenant from time to time may deem necessary or advisable; provided, however, Tenant shall not make any addition, change or alteration which will adversely affect the structural strength of any part of the Plant. All additions, changes and alterations made by Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Plant.

ARTICLE IX

9.1. Additional Improvements. Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land not theretofore occupied by buildings or improvements ~~such additional buildings and improvements as Tenant from time to~~ time may deem necessary or advisable. All additional buildings and improvements constructed on the Land by Tenant pursuant to the authority of this Article shall, during the life of this lease, remain the property of Tenant and may be added to, altered or razed and removed by Tenant at any time during the life of this lease.

Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Facility because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said

additional buildings and improvements in good condition and repair, ordinary wear and tear and damages by fire or other casualty excepted, (c) to promptly and with due diligence either raze and remove from the Land in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by Tenant on the Land pursuant to this Article which remain in place on the Land after the termination of this lease for any cause other than the purchase of the Facility pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of Landlord.

ARTICLE X

10.1. Securing of Permits and Authorizations. Tenant shall not do or permit others under its control to do any work in or about the Facility or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Facility, or any part thereof, unless Tenant shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article IV.

10.2. Mechanics' Liens. Tenant shall not do or suffer anything to be done whereby the Facility, or any part thereof, may ~~be encumbered by any mechanic's or other similar lien and if, when~~ ever and as often as any mechanic's or other similar lien is filed against the Facility, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in

connection with any work in, on or about the Facility done by, for or under the authority of Tenant or anyone claiming by, through or under Tenant, Tenant shall discharge the same of record within thirty (30) days after the date of filing. Notice is hereby given that Landlord does not authorize or consent to and shall not be liable for any labor or materials furnished Tenant or anyone claiming by, through or under Tenant upon credit, and that no mechanic's or similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of Landlord in and to the Facility or any part thereof.

10.3. Contest of Liens. Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien provided Tenant diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the Facility, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

ARTICLE XI

11.1. Utilities. All utilities and utility services used by Tenant in, on or about the Facility shall be paid for by Tenant and shall be contracted for by Tenant in Tenant's own name and Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XII

12.1. Indemnity. Tenant shall and covenants and agrees to indemnify, protect, defend and save Landlord harmless from and

against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Facility during the life of this lease, and upon notice from Landlord, Tenant shall defend Landlord in any action or proceeding brought thereon.

12.2. Public Liability Insurance. Tenant further covenants and agrees to maintain at all times during the life of this lease public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), properly protecting and indemnifying Landlord in an amount not less than \$1,000,000 for injury (including death) to any person or persons and for property damage in any one occurrence. The policies of said insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least thirty (30) days' advance written notice to Landlord and Tenant. Such policies or copies or certificates thereof shall be furnished to Landlord. No insurer now or hereafter insuring any interest in the Facility shall have any right or claim against either party hereto whether by way of subrogation, ~~assignment of~~ claim, or otherwise, and all such rights or claims shall be waived in any policies in effect with respect to the Facility.

ARTICLE XIII

13.1. Access to Premises. Landlord, for itself and its duly authorized representatives and agents, reserves the right to enter the Facility at all reasonable times during the life of this lease for the purpose of (a) examining and inspecting the same, (b)

performing such work in and about the Facility made necessary by reason of Tenant's default under any of the provisions of this lease, and (c) exhibiting the Facility to prospective purchasers, lessees or mortgagees. Landlord may, during the progress of said work mentioned in (b) above, keep and store on the Land or in the Plant all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbance, loss of business or other damage suffered by reason of the performance of any such work or the storage of materials, supplies and equipment.

ARTICLE XIV

14.1. Options to Extend Term. Tenant shall have and is hereby given the rights and options to extend the term of this lease for six (6) consecutive periods of five (5) years each, provided that (a) Tenant shall give Landlord written notice of its intention to exercise any of such options at least ninety (90) days but not more than one hundred eighty (180) days prior to the expiration of the then current term of this lease, and (b) Tenant is not in default hereunder in the payment of basic rent or additional rent at the time it gives Landlord such notice or at the time the extended term begins. In the event Tenant exercises any of such options, the terms, covenants, conditions and provisions set forth in this lease shall be in full force and effect and binding upon the Landlord and Tenant during each and all said extended terms except that Tenant covenants and agrees that rent during any extended term, in lieu of Basic Rent provided for in Article II, shall be the sum of \$6,700 per year, paid in advance on the first day of each year of each such extended term.

ARTICLE XV

15.1. Eminent Domain. In the event proceedings shall be instituted by any competent authority for the taking of the whole or

any part of the Facility under the exercise of or the threat of the exercise of the power of eminent domain, Tenant shall be made a party thereto, and if not made a party thereto by the condemnor, shall be brought into the proceedings by appropriate proceedings of Landlord so that an adjudication may be made of such damages, if any, as are to be paid to Tenant as compensation for its loss of the right to use and occupy the Facility. There shall be no abatement or reduction in the rent payable by Tenant on the account of such taking or condemnation except as otherwise herein provided.

If the taking or condemnation shall involve the whole of the Facility, or a part thereof, to such an extent that the balance is thereby rendered unsuitable for the use thereof by Tenant, the entire amount of the condemnation award, compensation or damages, shall be payable to Exchange Security Bank, in the City of Birmingham, Alabama, for the account of Landlord and in the event that the award of damages, after deduction of condemnation expenses, equals or exceeds the amount of unpaid Basic Rent and Additional Rent then Tenant's obligation to pay rent under this lease shall terminate and any excess remaining of damages awarded shall be divided between Landlord and Tenant as their interests may appear from the determination of the said interests in the condemnation proceedings.

If the taking or condemnation shall not involve the taking or condemnation of the Facility to the extent that the same is thereafter unsuitable for Tenant's use, then the total amount of the award or compensation or damages recovered on account of such taking or condemnation when collected or received shall be payable to Exchange

Security Bank, for the account of Landlord and Tenant, shall be credited for an equal amount in satisfaction of the installments of rentals due under the remaining portion of the initial term of this lease.

Landlord and Tenant shall cooperate and consult with each other in all matters pertaining to the settlement or adjustment of any and all claims or demands on account of any taking or condemnation of the Facility. Landlord agrees it will not, throughout the initial term or any extended term hereof, appropriate or condemn the Tenant's interest herein without paying Tenant compensation in an amount at least equal to the amount of Basic Rent and Additional Rent then remaining unpaid.

ARTICLE XVI

16.1. Damage or Destruction by Fire or Other Casualty. If the Facility shall be damaged or either partially or totally destroyed by fire, flood, windstorm or other casualty at any time during the term of this Lease, there shall be no abatement or reduction in Basic Rent or Additional Rent except as otherwise provided herein. Tenant shall repair and restore such damage or destruction at its own cost. The total amount collected under any and all policies of insurance covering such casualty up to the total costs of such repair or restoration, shall be paid over to the Tenant and applied by it to the repairing of such damages or to the restoration of the Facility. The excess of such insurance proceeds over such cost or repair or restoration shall be allocated between Landlord and Tenant as their interests shall appear. ~~In the event Tenant shall fail to repair or restore~~ or pay the cost of repairing and restoring any damage or destruction of the Facility, which may be caused by any of the hazards above referred to, after the lapse of reasonable time and after due notice given to Tenant, Landlord may make such repair or restoration and recover the reasonable cost thereof from the Tenant, less whatever amount the Landlord may collect under any policy or policies of insurance covering such damages or losses. When the total amount of money collected by the Landlord from insurance, and not used for

repair or restoration, plus the total amount already paid by the Tenant as rental hereunder equals the total of Basic Rent and Additional Rent, Tenant may elect to surrender the Facility to Landlord and this Lease shall thereupon terminate.

ARTICLE XVII

17.1. Default Provisions. This lease is made on condition that if:

(a) Tenant defaults in the due and punctual payment of Basic Rent or Additional Rent; or

(b) Tenant defaults in the keeping or performance of any other covenant or obligation herein contained on Tenant's part to be kept or performed, and Tenant fails to remedy the same within sixty (60) days after Landlord has given Tenant written notice specifying such default (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said sixty (60) day period because of governmental restriction or other cause beyond the control of the Tenant); or

(c) Tenant shall file a voluntary petition under the Bankruptcy Act, as amended, or an involuntary petition under the Bankruptcy Act, as amended, is filed against Tenant, and Tenant, after full hearing, is adjudged to be bankrupt, insolvent or unable to pay its debts as they mature; or Tenant makes an assignment for the benefit of its creditors; or a trustee or receiver, after full hearing, is appointed or retained to take charge of and manage any substantial part of the assets of Tenant; or any execution or attachment

shall issue against Tenant whereupon the Facility, or any part thereof, or any interest therein of Tenant under this lease shall be taken or attempted to be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this lease);

then Landlord may at Landlord's election then or at any time thereafter, and while such default shall continue, give Tenant written notice of intention to terminate this lease on a date specified therein, which date shall not be earlier than twenty (20) days after such notice is given, and, if all defaults have not then been cured, on the date so specified, Tenant's rights to possession of the Facility shall cease and this lease shall thereupon be terminated, and Landlord may re-enter and take possession of the Facility as of Landlord's former estate; and as an alternative remedy Landlord may at Landlord's election, without terminating the term, or this lease, re-enter the Facility or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Facility without terminating the term, or this lease, Landlord shall use reasonable diligence to relet the Facility, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Plant, and no such re-entry or taking of possession of the Facility by Landlord shall be construed as an election on Landlord's part to terminate this lease, and no such re-entry or ~~taking or possession by Landlord shall relieve Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times~~

provided herein), or of any of its other obligations under this lease, all of which shall survive such re-entry or taking of possession, and Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this lease until the end of the term and whether or not the Facility shall have been relet, less the net proceeds, if any, of any reletting of the Facility after deducting all of Landlord's expenses in or in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting. Having elected to re-enter or take possession of the Facility without terminating the term, or this lease, Landlord may, by notice to Tenant given at any time thereafter while Tenant is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this lease, elect to terminate this lease on a date to be specified in such notice, which date shall be not earlier than twenty (20) days after the giving of such notice, and if all defaults shall not have then been cured, on the date so specified, this lease shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article Landlord shall have the right to elect to re-enter and take possession of the Facility, ~~Landlord may enter and expel Tenant and those claiming through or under Tenant and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant.~~

17.2. Survival of Obligations. Tenant covenants and agrees with Landlord that its obligations under this lease shall survive the cancellation and termination of this lease, for any

cause, and that Tenant shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this lease, all at the time or times provided in this lease.

ARTICLE XVIII

18.1. Performance of Tenant's Obligations by Landlord.

If Tenant shall fail to keep or perform any of its obligations as provided in this lease in respect of (a) maintenance of insurance, (b) payments under Article III, (c) repairs and maintenance of the Facility, (d) compliance with legal or insurance requirements, (e) keeping the Facility lien free, or in the making of any other payment or performance of any other obligation, then Landlord may (but shall not be obligated so to do) upon the continuance of such failure on Tenant's part for thirty (30) days after notice of such failure is given Tenant by Landlord and without waiving or releasing Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by Landlord and all necessary incidental costs and expenses incurred by Landlord in performing such obligation shall be deemed Additional Rent and shall be paid to Landlord on demand, and if not so paid by Tenant, Landlord shall have the same rights and remedies provided for in Article XVII in the case of default by Tenant in the payment of Basic Rent.

ARTICLE XIX

19.1. Surrender of Possession. Upon accrual of Landlord's right of re-entry because of Tenant's default hereunder or upon the cancellation or termination of this lease by lapse of ~~time or otherwise, Tenant shall peacefully surrender possession of~~ the Facility to Landlord in good condition and repair, ordinary wear and tear excepted; provided, however, Tenant shall have the

right, prior to the termination of this lease, to remove from the leased premises the buildings and improvements, machinery and equipment, the furniture and trade fixtures which Tenant owns under the terms of this lease. All repairs to and restorations of the Facility required to be made because of such removal shall be made by and at the sole cost and expense of Tenant. All machinery and equipment, furniture, trade fixtures, and buildings and improvements owned by Tenant and which are not so removed from the Facility prior to the termination of this lease shall become the separate and absolute property of Landlord.

ARTICLE XX

20.1. Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon Landlord, if mailed by certified or registered mail, postage prepaid, addressed to Landlord at the public office of its duly elected, qualified and acting Clerk or at such other place as Landlord from time to time may designate in writing to Tenant, and (b) upon Tenant, if mailed by certified or registered mail, postage prepaid, addressed to Tenant at New Haven, Missouri, with carbon copies to Kellwood Company, 9909 Clayton Road, St. Louis, Missouri 63124, Attention General Counsel, or at such other place as Tenant from time to time may designate in writing to Landlord. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed.

ARTICLE XXI

21.1. Net Lease. The parties hereto agree that this lease is intended to be a net lease.

ARTICLE XXII

22.1. Rights and Remedies. The rights and remedies reserved by Landlord and Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Landlord and Tenant shall each be entitled to specific performance, and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

22.2. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

22.3. Abandonment by Tenant. If Tenant vacates or abandons the Facility, Landlord shall have all the same rights and remedies against Tenant by reason thereof as are herein granted to Landlord upon and by reason of a default of the Tenant.

ARTICLE XXIII

23.1. Quiet Enjoyment and Possession. Landlord covenants that so long as Tenant shall not be in default under this lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Facility leased hereunder and that Landlord will defend Tenant's enjoyment and possession thereof against all parties.

23.2. Due Organization of Landlord. Landlord covenants that it is a municipal corporation duly organized and existing under the laws of the State of Missouri, with lawful power and authority to enter into this lease, acting by and through its duly authorized officials.

23.3. Additional Covenants of Tenant. Tenant covenants that it is a corporation duly organized and existing under the laws of the State of Delaware, duly qualified and authorized to do business in Missouri, with lawful power and authority to enter into this lease, acting by and through its duly authorized officers. The execution of this lease and the performance of the terms of this lease by Tenant will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Tenant is a party or by which it or any of its property is bound, or the Tenant's Articles of Incorporation or Bylaws, or any order, rule or regulation applicable to Tenant or its property of any court or other governmental body.

23.4. Amendments. This lease may be amended, changed or modified only by agreement in writing executed by Landlord and Tenant.

23.5. Construction and Enforcement. This lease shall

be construed and enforced in accordance with the laws of Missouri. Wherever in this lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

23.6. Priority of Lease. Notwithstanding anything to the contrary in this lease, so long as Tenant shall not be in default under this lease, this lease and the estate of Tenant hereunder are and shall continue to be superior and prior to any and all mortgages now or hereafter a lien upon the Facility leased hereunder or any part thereof or interest therein.

23.7. Invalidity of Provisions of Lease. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

23.8. Covenants Run With Leased Property and Premises. The covenants, agreements and conditions herein contained shall run with the property and premises hereby leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23.9. Paragraph Headings. The paragraph headings shall not be treated as a part of this lease or as affecting the true meaning of the provisions hereof.

23.10. Execution of Counterparts. This lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together

shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

(SEAL)

ATTEST:

Bonnie J. Cook
City Clerk

CITY OF NEW HAVEN, MISSOURI

By

John G. Hoemeyer
Mayor

LANDLORD

(SEAL)

ATTEST:

William H. Miller
Assistant Secretary

KELLWOOD COMPANY, a Delaware corporation

By

Robert H. Miller
Vice President

TENANT

STATE OF Missouri }
COUNTY OF FRANKLIN } SS.

On this 17 day of DEC., 1973, before me, appeared JOHN G. HOEMEYER, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF NEW HAVEN, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said City and that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen and said JOHN G. HOEMEYER acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in NEW HAVEN, MO, the day and year last above written.

Wm. H. Miller
Notary Public within and for said County and State

Typed Name: _____

My commission expires Oct. 6, 1976.

STATE OF Missouri }
COUNTY OF St. Louis } SS.

On this 7th day of December, 1973, before me, appeared Robert A. Collette, to me personally known, who being by me duly sworn, did say that he is the Vice President of KELLWOOD COMPANY, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Robert A. Collette acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Louis, Missouri, the day and year last above written.

Jane B. Campbell
Notary Public within and for
said County and State

Typed Name: _____

My commission expires November 21, 1976.

SCHEDULE 1 TO LEASE DATED DECEMBER 1, 1973,
AND AGREEMENT DATED DECEMBER 1, 1973, BY AND
BETWEEN THE CITY OF NEW HAVEN, MISSOURI, AND
KELLWOOD COMPANY, AND TO ORDINANCE NO. 1380

(a) All of the following described real estate located in Franklin County, Missouri:

Part of the East half of the Northeast Quarter, Section 2, Township 44 North, Range 3 West of the 5th P.M. in the City of New Haven, Missouri.

Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 2; Proceed thence along the Quarter-Quarter line North $0^{\circ} 15'$ West 1428.5 feet; thence North $87^{\circ} 44'$ East 375.2 feet to the point of beginning of a parcel of land herein described; thence North $0^{\circ} 15'$ West 392.0 feet to a point; thence North $89^{\circ} 45'$ East 224.0 feet to a point; thence South $0^{\circ} 13'$ East 384.2 feet; thence South $87^{\circ} 44'$ West 223.8 feet to the point of beginning, containing 2.00 acres.

Subject to: (i) easements, restrictions and reservations now of record, (ii) the rights of the public in and to any part of the premises lying or being in public roads, alleys or highways and (iii) taxes and assessments, general and special, not now due or payable; and

(b) All buildings and improvements and machinery and equipment constructed or located thereon.

EXHIBIT A TO LEASE DATED DECEMBER 1,
1973, BY AND BETWEEN THE CITY OF NEW
HAVEN, MISSOURI, AND KELLWOOD COMPANY

Tenant shall pay to Exchange Security Bank, as Basic Rent,
on the 15th day of April and October of each year during the term of
this lease, the sum determined from the following table:

	<u>April 15th of the year:</u>	<u>October 15th of the year:</u>
1974	\$15,250.00	\$15,250.00
1975	15,250.00	15,250.00
1976	15,250.00	15,250.00
1977	15,250.00	15,250.00
1978	15,250.00	15,250.00
1979	15,250.00	15,250.00
1980	15,250.00	15,250.00
1981	15,250.00	15,250.00
1982	15,250.00	15,250.00
1983	15,250.00	15,250.00
1984	14,686.00	14,686.00
1985	14,686.00	14,686.00
1986	14,686.00	14,686.00
1987	14,686.00	14,686.00
1988	14,686.00	14,686.00
1989	14,686.00	14,686.00
1990	14,686.00	14,686.00
1991	14,686.00	14,686.00
1992	14,686.00	14,686.00
1993	14,686.00	14,686.00

EXHIBIT C

Leases of Personal Property to be
Assumed by Metalcraft Enterprises, Inc.

<u>Item</u>	<u>Lessor</u>
One (1) MSI downstroke baler Model VB6030	Glen L. DeHart & Son, Inc.
One (1) Crown Model 30 SCTT-fork lift truck together with Chloride Battery Model 18-75CB-17 and Hobart Charger Model 600-B1-18 300 series	MDPC Equipment Leasing Corp.
One (1) Clark C500-50 fork lift truck S/N 355-1418-5671 and 2372879	Clark Equipment Credit Corp.
One (1) Ricoh FT 5010 Copier S/N 7260205771	Boatmen's National Bank

006 63 METALS DIVISION SEP. 30, 1988
 9 KELTY FABRICATING

FIXED ASSETS
 MONTHLY DEPRECIATION - BOOK
 (MTL) - METALS DIVISION

EXHIBIT D.

PAGE - 10
 11/23/88
 8:43:09

ASSET NO.	ACCT NO.	C	T	DPR MTD	DESCRIPTION	LIFE YRS	MO. DEPR	DATE CAPTLZD	CAPITALIZED VALUE	ACCUMULATED DEPRECIATION --BOOK--	REMAINING ASSET VALUE --BOOK--	CUR. YEAR DEPRECTN --BOOK--	CUR. PERIOD DEPRECTN --BOOK--
298	0001	A	N	0	Rope Slide Mold	9	18	6/01/87	4,320.00	720.00	3,600.00	480.00	40.00
	(0000)				Plastic in St. Louis								
20345	0001	A	U	0	FLOOR MODEL DRILL PR	5	37	9/30/85	712.00	434.51	277.49	144.83	12.07
	(0000)				FRAME DRILKAICHT								
30332	0001	A	U	0	FLOOR MODEL DRILL PR	5	37	9/30/85	170.00	103.68	66.32	34.56	2.88
	(0000)				2 HD DRILL								
30334	0001	A	U	0	ALL OTHER BENDING EQ	5	37	9/30/85	4,166.65	2,542.32	1,624.33	847.44	70.62
	(0000)				CROSS MEMB								
30337	0001	A	U	0	ALL OTHER BENDING EQ	5	37	9/30/85	1,667.00	1,017.14	649.86	339.06	28.26
	(0000)				CROSS MEMB								
3	0001	A	U	0	ALL OTHER BENDING EQ	5	37	9/30/85	882.00	538.20	343.80	179.40	14.95
	(0000)				HYD BENDERDUAL 90								
30340	0001	A	U	0	ALL OTHER BENDING EQ	5	37	9/30/85	421.00	256.90	164.10	85.62	7.14
	(0000)				DIE BENDERCONTOUR								
30346	0001	A	U	0	ALL OTHER WELDING UN	5	37	9/30/85	131.00	79.92	51.08	26.64	2.22
	(0000)				AIRCO HELI								
30348	0001	A	U	0	ALL OTHER WELDING UN	5	37	9/30/85	141.00	86.04	54.96	28.68	2.39
	(0000)				AIRCO HELI2								
*DEPARTMENT (0009) TOTALS -									12,610.65	5,778.71	6,831.94	2,166.23	180.53

ASSET # 20344 ALL OTHER BENDING EQUIPMENT ON PAGE 6 TO BE INCLUDED AS A PART OF THIS EXHIBIT.

Kelty D Ring Die
 Kelty Shoulder Bar Die

EXHIBIT E

PROMISSORY NOTE

State of Missouri

\$545,874.00

County of St. Louis

March __, 1989

FOR VALUE RECEIVED, The undersigned, Metalcraft Enterprises, Inc., promises to pay to the order of American Recreation Products, Inc., the principal sum of Five Hundred Forty Five Thousand Eight Hundred Seventy Four Dollars (\$545,874.00), plus simple interest at the rate of nine percent (9%) per annum. Such principal is to be paid in five installments due in the amounts and on the dates listed below:

\$ 200,000.00	on the date the undersigned closes on its SBA Loan with the Citizen's Bank of New Haven, but in no event later than April 29, 1989
\$ 34,587.40	on April 29, 1989
\$ 69,174.80	on May 31, 1989
\$ 103,762.20	on June 30, 1989
\$ 138,349.60	on July 29, 1989

The interest shall be payable in one lump sum on July 29, 1989.

The undersigned agrees that all past due principal and interest payments shall bear interest from maturity at a rate of interest of 12% per annum. If any of the said installments, or any part thereof, are not paid when due, and such default is not cured within 15 days from written notice, then the entire indebtedness then remaining unpaid shall, at the option of the holder hereof, and without notice or demand, become immediately due and payable and the undersigned agrees to pay a reasonable attorney's fee if same is referred to an attorney for collection, after default, and further agrees to pay court costs incurred in the collection if court costs are permissible by law. Payments should be sent to American Recreation Products, Inc., 1224 Fern Ridge Parkway, Creve Coeur, Missouri 63141, Attn: V.P. Finance.

The undersigned hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest, and diligence in bringing suit hereon, and consents that the time of payment of this indebtedness or any or all installments thereof may be extended from time to time and more than one time without notice and without affecting its liability. ~~The undersigned may prepay the principal and accrued interest at any time without penalty.~~ This Note and the rights and duties of the parties hereunder shall be governed by the laws of the state of Missouri. This Note is non-negotiable and is subject to the terms and conditions of an Asset Purchase Agreement dated March __, 1989 between the parties. This note is subject to a Security Agreement of even date herewith.

Metalcraft Enterprises, Inc.

By: _____

WITNESS

EXHIBIT F

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease is made and entered into this _____ day of March, 1989, by and among American Recreation Products, Inc., a Delaware corporation ("Assignor") and Metalcraft Enterprises, Inc. ("Assignee").

WHEREAS, the Assignor is the Lessee under a certain Lease dated December 1, 1973, executed by and between Assignor and The City of New Haven, Missouri, a municipal corporation for the premises at 202 Industrial Drive in New Haven and marked Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, Assignor and Assignee desire that Assignor's interests in the Lease be conveyed to Assignee;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Lease, and Assignee hereby accepts such assignment and assumes and agrees to perform, from the date of this assignment, all of the terms, covenants, conditions and obligations of the Lease to be performed by the lessee thereof. Such Assignment and Assumption shall specifically include all options to renew on the terms specified in the Lease.

2. Consent. Paragraph 6.1 of the Lease specifically provides that the consent of the Landlord is not required to this Assignment.

3. Indemnification. Assignee agrees to indemnify and hold the Assignor harmless from all liability arising out of the Assignor's status as a party to the Lease, ~~except insofar as such liability arose prior to the Assignment or is directly attributable to the acts or omissions of the Assignor, its agents or employees.~~ Assignor agrees to indemnify and hold the Assignee harmless from all liability arising out of the Lease prior to the Assignment.

4. Reversion of Assignment. In the event Assignee defaults under the terms, covenants, conditions or obligations of the Lease to be performed by the Lessee thereof, ~~and in the event after receipt of notice of default such default is not cured by the Assignee within the time period allowed under the terms and conditions of the Lease,~~ then in such event all of Assignee's right, title and interest in and to the Lease granted herein shall revert to

Assignor and is deemed transferred, conveyed and delivered by Assignee to Assignor.

Assignor:
American Recreation Products, Inc.

By: _____
(name/title)

ATTEST:

(name/title)

(SEAL)

Assignee:
Metalcraft Enterprises, Inc.

By: _____
(name/title)

ATTEST:

(name/title)

(SEAL)

State of Missouri
County of _____

On this _____ day of March, 1989, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of American Recreation Products, Inc., a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and said _____ acknowledged the instrument to be the free act and deed of the corporation.

Notary Public

My term expires on _____, 1989.

(SEAL)

State of Missouri
County of _____

On this ____ day of March, 1989, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Metalcraft Enterprises, Inc., a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and said _____ acknowledged the instrument to be the free act and deed of the corporation.

Notary Public

My term expires on _____, 1989.

(SEAL)

EXHIBIT G

SECURITY AGREEMENT

Agreement made March ____, 1989, between Metalcraft Enterprises, Inc., of 202 Industrial Drive, New Haven, Missouri, a Missouri corporation, herein referred to as Debtor, and American Recreation Products, Inc., of 1224 Fern Ridge Parkway, Creve Coeur, Missouri, a Delaware corporation, herein referred to as Secured Party.

1. CREATION OF SECURITY INTEREST

For value received, and for the purpose of securing payment of the indebtedness under this Security Agreement and the attached promissory note for purchase price of even date herewith, debtor hereby assigns and transfers to Secured Party a security interest, pursuant to Article 9 of the Uniform Commercial Code of the State of Missouri, in the following described personal property, herein referred to as inventory, until full payment of the sum of Five Hundred Forty Five Thousand Eight Hundred Seventy Four Dollars (\$545,874.00), together with interest, as evidenced by the attached promissory note: all inventory of Metalcraft Enterprises, Inc., comprised of aluminum tubing and related products and which was purchased by Debtor pursuant to an Asset Purchase Agreement with Secured Party dated March ____, 1989. Notwithstanding anything herein to the contrary, the security interest created herein shall be subordinate to that granted by Purchaser to the Citizen's Bank of New Haven.

The proceeds of any sale, in whatever form, shall secure, to the full extent provided or permitted by Article 9 of the Uniform Commercial Code of the State of Missouri or any other law, payment of the indebtedness hereby secured.

2. RIGHT OF SALE

The possession by Debtor of inventory shall be for purposes of storing and exhibiting inventory for sale in the ordinary course of business. All risk of loss or destruction of inventory is to be borne by Debtor, while the inventory is under the direct control and possession of debtor. Debtor may sell, in the ordinary course of business, any of the inventory or any part thereof.

3. PROTECTION OF INVENTORY

Debtor shall at all times keep inventory, except for liens, encumbrances, and security interests granted to Citizen's Bank of New Haven, free of all taxes, liens, encumbrances, and security interests, and any sums that may be paid by Secured Party in release or discharge thereof shall be paid on demand by

Debtor to Secured Party as an additional part of the obligation secured under this Security Agreement. Debtor shall not use inventory in any manner other than to store and exhibit it for sale at the place of business of Debtor. Inventory shall not be removed by Debtor, except in connection with its sale, without the prior written consent of Secured Party. Secured Party shall have the right to inspect inventory at any reasonable time during the term of this Security Agreement. Debtor shall not transfer or otherwise dispose of inventory, except as provided in Section Two.

4. DEFAULT

Occurrence of any of the following events shall constitute a default under this security agreement:

1. The failure of Debtor promptly to pay the indebtedness hereunder according to the attached promissory note.
2. The failure of Debtor promptly to perform or comply with any of the terms, provisions, or conditions of this Security Agreement.
3. The institution of a proceeding in bankruptcy, insolvency, receivership, or reorganization by or against Debtor or the property of Debtor.
4. The liquidation in any way of the business of Debtor.
5. A determination by Secured Party that the inventory or any part thereof is in danger of loss, misuse, seizure, or confiscation.

5. REMEDIES

On default hereunder, Secured Party may take immediate possession of inventory, without demand or further notice and without legal process. For this purpose and in furtherance thereof, Debtor shall, if Secured Party so requests, assemble inventory and make it available to Secured Party at a reasonably convenient place designated by Secured Party, and Secured Party shall have the right, and is hereby authorized and empowered by Debtor, to enter the premises where inventory is located and remove it. In the event of repossession of inventory, Secured Party shall have such rights and remedies as are provided and permitted by Article 9 of the Uniform Commercial Code or any other law of the State of Missouri.

6. SEVERABILITY

Any provision of this Security Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

7. BINDING EFFECT OF OBLIGATION

No transfer, renewal, extension, or assignment of this Security Agreement or any interest hereunder and no loss, damage, or destruction of inventory shall release Debtor from the obligation secured under this agreement.

IN WITNESS WHEREOF, the parties have executed this Security Agreement at St. Louis, Missouri the day and year first above written.

Metalcraft Enterprises, Inc.,
Debtor

By _____

American Recreation Products, Inc.,
Secured Party

By _____

TO THE ADMINISTRATOR AND TRUSTEES
OF THE AMERICAN RECREATION PRODUCTS, INC.
EMPLOYEE SAVINGS PLAN AND TRUST

Exhibit H

AND

TO THE COMMITTEE AND TRUSTEES OF THE
METALCRAFT ENTERPRISES, INC.
EMPLOYEE STOCK OWNERSHIP PLAN AND TRUST

I, the undersigned, who will be a participant of the Metalcraft Enterprises, Inc. Employee Stock Ownership Plan and Trust hereby authorize and direct the Committee and Trustees of the Metalcraft Enterprises, Inc. Employee Stock Ownership Plan and Trust to use _____ Dollars (\$ _____) which I shall voluntarily contribute to the Metalcraft Enterprises, Inc. Stock Ownership Plan and Trust from the termination distribution proceeds I receive from the American Recreation Products, Inc. Employee Savings Plan and Trust to purchase common stock of Metalcraft Enterprises, Inc. of equal fair market value. I believe and understand that this transaction is in my best interest.

I hereby authorize and direct the Administrator and Trustees of the American Recreation Products, Inc. Employee Savings Plan and Trust to pay said amount from my termination distribution directly to the Trustees of the Metalcraft Enterprises, Inc. Employee Stock Ownership Plan and Trust.

This direction letter shall lapse in the event Metalcraft Enterprises, Inc. does not close on the purchase of assets from American Recreation Products, Inc. Metals Division on or before 6:00 p.m. March 31, 1989.

Date: _____

Employee/Participant

EXHIBIT Q

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease is made and entered into this 24th day of March, 1989, by and among American Recreation Products, Inc., a Delaware corporation ("Assignor") and Metalcraft Enterprises, Inc. ("Assignee").

WHEREAS, the Assignor is the Lessee under a certain Lease dated December 1, 1973, executed by and between Assignor and The City of New Haven, Missouri, a municipal corporation for the premises at 202 Industrial Drive in New Haven and marked Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, Assignor and Assignee desire that Assignor's interests in the Lease be conveyed to Assignee;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Lease, and Assignee hereby accepts such assignment and assumes and agrees to perform, from the date of this assignment, all of the terms, covenants, conditions and obligations of the Lease to be performed by the lessee thereof. Such Assignment and Assumption shall specifically include all options to renew on the terms specified in the Lease.

2. Consent. Paragraph 6.1 of the Lease specifically provides that the consent of the Landlord is not required to this Assignment.

3. Indemnification. Assignee agrees to indemnify and hold the Assignor harmless from all liability arising out of the Assignor's status as a party to the Lease, except insofar as such liability arose prior to the Assignment or is directly attributable to the acts or omissions of the Assignor, its agents or employees. Assignor agrees to indemnify and hold the Assignee harmless from all liability arising out of the Lease prior to the Assignment.

4. Reversion of Assignment. In the event Assignee defaults under the terms, covenants, conditions or obligations of the Lease to be performed by the Lessee thereof, and in the event after receipt of notice of default such default is not cured by the Assignee within the time period allowed under the terms and conditions of the Lease, then in such event all of Assignee's right, title and interest in and to the Lease granted herein shall revert to

Assignor and is deemed transferred, conveyed and delivered by Assignee to Assignor.

Assignor:
American Recreation Products, Inc.

By: Hal J. Upton JHP
(name/title)
Hal J. Upton / President

ATTEST:
Thomas H. Pallihan
(name/title)
Thomas H. Pallihan / Asst. Secretary

(SEAL)

Assignee:
Metalcraft Enterprises, Inc.

By: Campbell President
(name/title)

ATTEST:
Seth Stocum Sr
(name/title)
Seth Stocum Sr / Secretary

(SEAL)

State of Missouri.
County of St. Louis

On this 29th day of March, 1989, before me appeared Hal J. Upton, to me personally known, who, being by me duly sworn, did say that he is the President of American Recreation Products, Inc., a corporation of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and said Hal J. Upton acknowledged the instrument to be the free act and deed of the corporation.

Jane B. Campbell
Notary Public

My term expires on Nov. 21, 1992.

JANE B. CAMPBELL
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES NOV. 21, 1992

(SEAL)

State of Missouri
County of FRANKLIN

On this 29th day of March, 1989, before me appeared CONRAD A. LAUNE, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of Metalcraft Enterprises, Inc., a corporation of the State of MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and said CONRAD A. LAUNE acknowledged the instrument to be the free act and deed of the corporation.

Cynthia R. Kase
Notary Public

My term expires on 12-27, 1989⁹¹.

CYNTHIA R. KASE
NOTARY PUBLIC, STATE OF MISSOURI
FRANKLIN CO.
MY COMMISSION EXPIRES DECEMBER 27, 1991

(SEAL)

EXHIBIT R

ASSET PURCHASE AGREEMENT

by and between

MARCHEM COATED FABRICS, INC.
and
AMERICAN RECREATION PRODUCTS, INC.

dated

February 10, 1989

EXHIBIT R

TABLE OF CONTENTS

1.	Assets Purchased	2-4
2.	Subleases	4,5
3.	Purchase Price	5,6
4.	Pipeline Inventory	6
5.	Apportionment of Purchase Price	6,7
6.	Closing Date	7,8
7.	Closing Adjustments	8
8.	Representations and Warranties of American	8
	a. Corporate status and good standing	8
	b. Authorization	9
	c. Non-contravention	9
	d. Recent developments	9,10
	e. Absence of changes	10
	f. Insurance	10,11
	g. Litigation, observation of laws, regulations and orders	11,12
	h. Permits	12
	i. Hazardous substances	12,13
	j. Taxes	13
	k. Contracts	13,14
	l. Fixed Assets and Existing Inventory	14
	m. Subleased Property	14,15
	n. Title to Real Estate; encumbrances	15
	o. Air Conditioner	16
9.	Representations and Warranties of MCF	16
	a. Corporate status and good standing	16
	b. Authorization	16,17
10.	Covenants of American	17
	a. Access	17
	b. Operation in ordinary course	17,18
	c. Conditions to be satisfied	18
	d. Non-competition	18,19
	e. Trade Secrets	19
	f. Separation of Utilities	19,20
	g. Easement	20
	h. Subdivision	20,21

11.	Covenants of MCF	21
	a. Air Conditioner	21
	b. Easements	21
12.	Indemnification	21
	a. American's Indemnification	21-23
	b. MCF's Indemnification	23,24
	c. Indemnification Procedure	24
13.	Closing Conditions	25
	a. Conditions Precedent to Obligations of MCF	25-29
	b. Conditions precedent to obligations of American	29-30
14.	Kellwood Litigation	30-31
15.	Assignment	31
16.	Confidentiality; Publicity	31
17.	Consents	31,32
18.	Employee List and Continuance of Business	32
19.	Security	32,33
20.	Risk of Loss	33,34
21.	Bulk Transfer Act	34
22.	Brokerage Commissions and Finder's Fees	34
23.	Waivers and Consents	34,35
24.	Survival	35
25.	Severability	35
26.	Satisfaction	35,36
27.	Expenses	36
28.	Parties in Interest	36
29.	Entire Agreement; Amendment	36

~~30. Readings~~ ~~36~~

31. Notices	37
32. Law Governing	37
33. Availability of Equitable Remedies	37

EXHIBITS

- A. Map of 500 Orchard Street, New Haven, Missouri
- B. Sale Conditions and Closing Practices
- C. Fixed Assets
- D. Leased Equipment
- E. Sublease (N-Line and Heel Dock)
- F. Sublease (Office Space)
- G. Office Floor Plan
- H. Bill of Sale, Assignment and Assumption Agreement
- I. Assignment of Leased Equipment
- J. Assignment of Leased Equipment
- K. Maintenance Agreement
- L. Party Wall Agreement
- M. Opinion of Counsel for American
- N. Non-Competition Agreement
- O. Non-Disturbance Agreement (N-Line Heel Dock)
- P. Non-Disturbance Agreement (Office Space)
- Q. Opinion of Counsel for MCF
- R. Guaranty Agreement
- S. Detailed Description of Items Having No Value

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the 10th day of February, 1989 by and between MARCHEM COATED FABRICS, INC., a Missouri corporation ("MCF") and AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation ("American").

WITNESSETH THAT:

WHEREAS, American desires to sell and MCF desires to purchase all of the assets other than cash and accounts receivable of Coated Fabrics Division of American ("Coated Fabrics");

WHEREAS, pursuant to a certain Assignment of Lease dated September 30, 1985 by Kellwood Company ("Kellwood") to American, American, as lessee, leases a certain portion of the real property commonly known as 500 Orchard Street, New Haven, Missouri 63068 ("500 Orchard") under a Lease dated November 28, 1958, and as amended, by and between New Haven Improvement Company and Hawthorn Finishing Company (of which Kellwood is the successor corporation), and such certain portion is known commonly as the Dundee Warehouse ("Dundee Lease");

WHEREAS, MCF and American desire that American either sublease to MCF that portion of the Dundee Warehouse used by Coated Fabrics known commonly as the N-Line and Heel Dock or amend the Dundee Lease to exclude the N-Line and Heel Dock from the premises leased under the Dundee Lease;

WHEREAS, pursuant to a certain Assignment of Lease dated September 30, 1985 by Kellwood to American, American, as lessee, leases a certain portion of 500 Orchard under a Lease dated June 1, 1970, and as amended, by and between Kellwood and the City of New Haven, and such certain portion is known commonly as the Northern Building ("Northern Lease"); and

WHEREAS, MCF and American desire that American sublease to MCF a certain portion of the Northern Building to be used for office space ("Office Space").

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants hereinafter, the parties hereto agree as follows:

1. Assets Purchased. Subject to the terms and conditions of this Agreement, at the Closing, American shall sell, transfer, assign, convey and deliver to MCF, and MCF shall purchase, acquire and accept from American all of American's right, title and interest in and to all of the assets other than cash and accounts receivable of or used by Coated Fabrics ("Assets") including, but not limited to:

a. Real estate, buildings, appurtenances, improvements and fixtures pertaining to those portions of the premises commonly known as 500 Orchard which are owned by American (except for the area surrounded by a dark thick line inside which are the areas marked as Parking Lot and Tractor Shed (hereinafter collectively referred to as "Parking Lot")) and approximately

~~reflected by the cross-hatched portion of the map in Exhibit A~~

("Real Estate") subject to adjustments and Sale Conditions and Closing Practices set forth in Exhibit B. The Real Estate shall be subject to easements granted by MCF to American for providing access for or to: (i) certain utilities; (ii) the room and roof area marked on Exhibit A as A/C ("A/C Room") which contains the machinery and equipment which air conditions the building occupied by American's Cut and Sew Division ("Air Conditioner"); and (iii) the Parking Lot and the portion of Exhibit A marked "Loading Dock" as outlined by a thick black line;

b. Machinery, equipment, forklifts and other motorized vehicles, tools, furniture, fixtures, leasehold improvements and other fixed assets used in connection with the operation of Coated Fabrics including, but not limited to, that property which is substantially listed in Exhibit C attached hereto (hereinafter collectively referred to as the "Fixed Assets");

c. Leasehold interest of Coated Fabrics in any personal property, including, but not limited to, equipment, trade fixtures, and machinery listed in Exhibit D ("Leased Equipment");

d. Inventory and supplies of Coated Fabrics including, but not limited to, raw materials, work in progress, finished goods, shipping containers and supplies located on the Real Estate or Subleased Property at Closing (hereinafter collectively referred to as "Existing Inventory") as well as Coated Fabric's right to receive inventory and supplies ordered by Coated Fabrics

from suppliers prior to and not received by Coated Fabrics as of the Closing (hereinafter collectively referred to as the "Pipeline Inventory");

e. Trademarks, trade names, copyrights, patents, research and development and good will of Coated Fabrics (hereinafter collectively referred to as "Intellectual Property"); and

f. Copies or originals of financial, operational and all other such books and records as may be used in connection with the business of Coated Fabrics, including, but not limited to all drawings, layouts, blueprints and related records and documents along with purchase orders and other records and documents relating to Coated Fabrics deemed necessary by MCF for the effective operation of MCF's use of the purchased Assets after Closing; provided that MCF has the right to examine at any time any and all originals of such books and records and make copies thereof as it deems necessary.

2. Subleases. At the Closing, American shall sublease to MCF the area commonly known as and marked on Exhibit A as the N-Line and the Heel Dock and as outlined by a thick black line by executing at or before the Closing the Sublease attached hereto as Exhibit E. At the request of MCF at or after Closing, American shall use its best efforts to enter into an amendment of the Dundee Lease with the New Haven Improvement Company which will exclude the N-Line and Heel Dock from the premises leased ~~under the Dundee Lease so that the N-Line and Heel Dock~~

thereafter, would no longer be subject to the Dundee Lease. Upon executing such amendment, the Sublease attached hereto as Exhibit E shall terminate.

In addition, at the Closing, American shall sublease to MCF the area commonly known as and marked on Exhibit A as the Office Space and as outlined by a thick black line by executing at or before the Closing the Sublease attached hereto as Exhibit F. The Office Space area to be subleased is more specifically designated with cross hatched markings on American's manufacturing office space floor plan attached hereto as Exhibit G.

The N-Line, Heel Dock and Office Space shall hereinafter collectively be referred to as "Subleased Property".

3. Purchase Price. Subject to the terms and conditions of this Agreement and in consideration of and for the sale and conveyance of the Assets, MCF agrees to pay to American the following amounts at Closing upon the terms set out below:

a. Cashier's check in the sum of \$1,231,125.84 subject to the following adjustments:

i) A reduction in an amount equal to the cash held in escrow in the principal sum of \$150,000 together with any interest thereon which shall be released to American at Closing pursuant to the terms and conditions set forth in the Escrow Agreement dated November 21, 1988 by and among Dash Industries, Inc. (which assigned its rights and

obligations thereunder to MCF), American and The Boatmen's National Bank of St. Louis; and

ii) Those Closing Adjustments required under paragraph 7 hereof.

b. Cashier's check in a sum equal to the value of Existing Inventory on hand at Closing. American and MCF shall jointly make a list of the Existing Inventory not more than four (4) days prior to the Closing Date. Raw material, work in progress and finished goods included in Existing Inventory shall be valued at the lower of cost or market value at Closing; provided, however, that the total value of those items of Existing Inventory which are listed on the document entitled "Detailed Description of Items Having No Value" attached hereto as Exhibit S and hereby incorporated herein be assigned a total value of \$44,341.85. Any new items to be included on Exhibit S must be discussed at or before Closing and their values mutually agreed upon. The valuation of Existing Inventory must be in accordance with generally accepted accounting principles and satisfactory to MCF.

4. Pipeline Inventory. MCF agrees to assume those contracts outstanding as of the Closing Date with respect to the Pipeline Inventory that has been ordered, but not delivered prior to Closing.

5. Apportionment of Purchase Price. The purchase price, except for Existing Inventory, shall be apportioned as payment

~~for the following assets:~~

Land	\$ 32,000.00
Buildings and Improvements	\$281,000.00
Fixed Assets	\$918,124.84
Intellectual Property and Books and Records	\$ 1.00

6. Closing Date. The Closing of the transactions contemplated by this Agreement will take place at the offices of Lowenhaupt, Chasnoff, Armstrong & Mellitz on the 28th day of February, 1989; and if each closing condition set forth in paragraph 13 hereof and each subpart thereto is not satisfied by February 28, 1989, the Closing Date shall be March 14, 1989; or at such other place or time as shall be mutually agreeable to the parties. Any such time of Closing is sometimes referred to herein as Closing Date. At the Closing, American and MCF shall deliver to each other such instruments and documents as are specified in paragraph 13 hereof, and each subpart thereof, and MCF shall also deliver to American the purchase price specified in paragraph 3 hereof, and each subpart thereof. In addition, at the Closing, American shall execute and deliver to MCF such further instruments and documents, in a form reasonably satisfactory to counsel for MCF, as may be necessary or appropriate so as effectively to transfer, assign and invest in MCF full, good and marketable title to the Assets and to consummate the transactions contemplated by this Agreement.

In the event MCF fails to close on or before March 14, 1989 due solely to its inability to obtain financing to fund the purchase price set forth in paragraph 3 hereof and each subpart ~~thereto, American, at its option, may terminate this Agreement.~~

and if American so exercises such option, MCF agrees to pay to American \$150,000 of and from the funds held in escrow under the Escrow Agreement by releasing same. Said \$150,000 shall be paid to American as liquidated damages and shall be American's exclusive remedy under this Agreement and under the Escrow Agreement.

7. Closing Adjustments. The following shall be apportioned on a pro rata basis between American and MCF as of midnight of the day preceding the Closing:

- i) Real Estate Taxes, if any;
- ii) Personal Property Taxes, if any;
- iii) Electric, water and other utility charges and deposits, if any;
- iv) Any prepaid lease rentals covering Subleased Property or buildings included in the sale of Assets contemplated by this Agreement;
- v) Such other prepaid or postpaid items as are properly allocable.

8. Representations and Warranties of American. American represents and warrants to MCF the following:

a. Corporate status and good standing. American is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority under its certificate of incorporation and by-laws to own and lease its property, and to conduct its

~~business as the same exists as of the date hereof~~

b. Authorization. American has full corporate power and authority under its certificate of incorporation and by-laws, and the Board of Directors of American has taken all necessary action to authorize American to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to take all actions required to be taken by American pursuant to the provisions hereof, and this Agreement constitutes the valid and binding obligation of American enforceable in accordance with its terms.

c. Non-contravention. Neither the execution and delivery of this Agreement nor the other documents, instruments or writings contemplated hereby, nor the consummation of the transactions contemplated hereby does or will violate, conflict with, result in a breach of any material provision of, constitute a default under, or accelerate the performance required on the part of American by the terms of, or accelerate the maturity of or require the prepayment of any indebtedness of American under, any judgment, order, decree or agreement or instrument or contract to or by which American or any of its assets is subject or bound.

d. Recent developments. Within the past ninety (90) days, there has not been, and at the Closing Date there will not have been (other than American's default of its obligation to make payment to Kellwood Co. under a certain promissory note and American's shareholders subsequent transfer to Kellwood of 100 percent of the stock of American which had secured such note).

i) Any materially adverse change in the business or operations of Coated Fabrics;

ii) Any materially adverse change in the relations of American with its customers, suppliers or others having business relations with Coated Fabrics;

iii) Any material transaction by American as it relates to Coated Fabrics not in the ordinary course of business of Coated Fabrics; or

iv) Any other event or circumstance which has materially and adversely affected the business of Coated Fabrics.

e. Absence of changes. Prior to the Closing, American agrees not, without Purchaser's consent, to:

i) Increase or effect any general salary increase, enter into any employment agreement, increase the base compensation or the benefits of any employee;

ii) Change any policy regarding the extension of credit to customers;

iii) Change any vacation policy or practice; or

iv) Amend or modify any existing contract or obligation of American relating to the Assets.

f. Insurance. At all times prior to Closing, American, at its sole expense, shall maintain and keep in force: (1) fire and extended coverage insurance on the Real Estate and Subleased Property in an amount equal to the full insurable value ~~subject to any allowances for coinsurance rating provisions used~~

by American, and (2) liability insurance coverage protection with limits of at least One Million Dollars (\$1,000,000) per person for personal injury, One Million Dollars (\$1,000,000) per occurrence for a personal injury and Five Hundred Thousand Dollars (\$500,000) for property damage or at least One Million Dollars (\$1,000,000) under a combined single limit policy for both personal injury and property damage per occurrence.

g. Litigation, observation of laws, regulations and orders.

i) There are no actions, suits, proceedings or investigations pending or, to the best knowledge of American, threatened, against American to which American is a party, and which affect the Assets. To the best knowledge of American there has been no act or event which can give rise to any suit, action, arbitration, administrative or other proceeding, or result in any judgment or order of any court or administrative agency against American. American is not contemplating the institution of any suit, action, arbitration or other proceeding.

ii) To the best knowledge of American, American is in compliance with, and has not received any notice of non-compliance with respect to, all federal, state, foreign, and local statutes, rules and regulations, including without limitation those relating to zoning, environmental protection, pollution control, occupational safety and ~~health, equal employment opportunities, and labor relations~~

and, without limiting the foregoing, American has all required licenses, permits, certificates and authorizations needed for the conduct of its business and the use of its property.

iii) To the best knowledge of American, American is not in default or violation of, and has not received any notice of any default or violation of, any rule, order, judgment, writ, injunction, decision, decree, regulation, statute or ordinance applicable to it or to any of its properties or assets, or with respect to any license, permit, privilege, right, certificate, order or authority from any governmental or quasi-governmental agency.

iv) There are no outstanding orders, judgments, writs, injunctions, decisions or decrees of any court, arbitrator or governmental body having jurisdiction over the Assets.

h. Permits. American will use its best efforts to assist in transferring to MCF or its nominee all permits, licenses or other authorizations necessary to the ownership and operation of Americans' Assets on the Closing Date, including, without limitation, the gross receipts tax exemption concerning the electric bill granted by the City of New Haven.

i. Hazardous substances. American has no knowledge or belief that the Real Estate or Subleased Property is in violation of any law, order, rule or regulation concerning Hazardous Substances (as defined below)

To the best of American's knowledge, during American's lease of the Subleased Property and ownership of the Real Estate (hereinafter collectively referred to as the "Premises"), all handling of any Hazardous Substances has been in full compliance with all applicable laws. As used herein the term "Hazardous Substances" shall mean any asbestos, flammable substances, explosive radioactive materials, PCB-laden oil, hazardous materials, hazardous waste, pollutants, contaminants, toxic substances, pollution or related materials specified as such in, or regulated under any federal, state or local laws, ordinances, rules, regulations or policies governing use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of such materials, including without limitation Section 9601 of Title 42 of the United States Code.

j. Taxes. American has, to the best of its knowledge and belief, filed all tax returns in all jurisdictions in which such returns were required to be filed on or before the respective dates at which such returns were due to be filed and has paid all taxes which have become due pursuant to such returns.

k. Contracts. American, for or on behalf of Coated Fabrics, is not a party to any:

i) Contract not made in the ordinary course of business of Coated Fabrics; or

ii) Continuing contract for the future purchase

~~of materials, supplies, inventory or equipment in excess of~~

the reasonably foreseeable requirements of its Coated Fabrics business and for normal operating inventory of Coated Fabrics. American has, to the best of its knowledge and belief, performed in all material respects all contractual obligations with customers and suppliers of Coated Fabrics required to be performed by it to date and to the best of its knowledge and belief is not in default in any material respect under any contract to which it is a party or by which it is bound that may affect the Assets to be sold hereunder.

1. Fixed Assets and Existing Inventory. American, effective as of the Closing Date, will convey to MCF, good and marketable title to the Fixed Assets and Existing Inventory free and clear of any and all liens, claims, security interests, encumbrances and restrictions on sale. Effective as of the Closing, the Fixed Assets and Existing Inventory will be acquired by MCF "as is" without any warranties or representations as to condition, fitness for a particular purpose or other warranties or representations, except as to title, being made by American.

m. Subleased Property. American will, effective as of the Closing Date, execute the subleases attached hereto as Exhibits E and F subleasing its right, title and interest in the Subleased Property free and clear of any and all liens, claims, and interests created by American other than the rights and interest of the City of New Haven under the Dundee Lease and the ~~New Haven Improvement Company under the Northern Lease. The~~

Dundee Lease and the Northern Lease are valid and subsist and are without material defaults of any kind.

n. Title to Real Estate; encumbrances. Title to the Real Estate sold hereunder shall be good and marketable, and such as will vest title in MCF in fee simple and such as will be insured by a reputable title insurance company at the usual rates. MCF shall pay the premium for the policy of title insurance.

The Real Estate agreed to be sold hereunder shall be conveyed free and clear of all encumbrances, liens, claims, charges, security interests, options, easements, restrictions, taxes, assessments or special assessments and building restrictions or covenants except (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) special taxes or assessments for improvements not yet completed; (d) installments not due at the date hereof for any special tax or assessment for improvements heretofore completed; (e) general taxes for the year 1989 and subsequent years; and (f) those easements granted by MCF to American under paragraph 11 b. hereof; provided that items (a) through (d) above, in the reasonable opinion of MCF, do not affect the marketability of such title to the Real Estate, interfere with the rights of MCF to use the Real Estate for its intended purposes or decrease the market value of the Real Estate.

o. Air Conditioner. After Closing, American will retain title to the Air Conditioner and will, at its sole expense, maintain and service the Air Conditioner. American will not use the Air Conditioner nor maintain it in a manner which poses a danger or health hazard to any person or thing. In the event that it removes the Air Conditioner from the A/C Room, American shall do so in a manner that minimizes damage to the Real Estate and shall restore the Real Estate to the condition in which it was originally received, excepting ordinary wear and tear.

9. Representations and Warranties of MCF. MCF represents and warrants to American the following:

a. Corporate status and good standing. MCF is (or any subsidiary to which MCF assigns this Agreement will be) a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri, with full corporate power and authority under its certificate of incorporation and by-laws to own and lease its properties, to conduct its business as the same exists at the date hereof and, from and after the Closing Date, to use the Assets to conduct its business.

b. Authorization. MCF has (or any subsidiary to which MCF assigns this contract will have) full corporate power and authority under its certificate of incorporation and by-laws and has taken, or as of the Closing Date will have taken, all necessary corporate actions to authorize the execution and

~~delivery of this Agreement and all such other documents and~~

agreements contemplated by this Agreement to be entered into, executed or delivered by MCF (or such subsidiary - assignee), and the consummation of the transactions contemplated hereby; and this Agreement constitutes the valid and binding obligation of MCF enforceable in accordance with its terms.

10. Covenants of American. American covenants as follows:

a. Access. During the period from the date hereof to and including the Closing Date, MCF shall have access, at reasonable times during normal business hours, to the facilities, key operating personnel, contracts, commitments and the books and records of and with respect to the Assets of Coated Fabrics being sold and transferred hereunder. All information with respect to American and Coated Fabrics so obtained by MCF shall be held in confidence and, if the transactions contemplated hereby are not consummated, all copies of all documents so furnished to MCF shall be returned to American.

b. Operation in ordinary course. From the date hereof to the Closing Date American shall:

i) Conduct the business of Coated Fabrics only in the ordinary course and in substantially the same manner as conducted at the date hereof;

ii) Not enter into any contracts for the purchase by Coated Fabrics of goods, wares or merchandise in an amount in excess of \$10,000 unless such contract has been approved in writing by MCF (which approval MCF shall not

~~withhold unreasonably.~~

iii) Use its reasonable best efforts to preserve the Assets and its business organization intact;

iv) Use its reasonable best efforts to preserve its relations with customers, suppliers and others having business relations with it; and

v) Continue to employ until Closing all of the employees whose names appear on employee list described in paragraph 18 hereof. Provided, however, that American shall not be required to continue to employ any such employee who voluntarily leaves the employ of American or is dismissed by American for cause or in the ordinary course of business.

c. Conditions to be satisfied. American shall use its best efforts to cause the transactions contemplated by this Agreement to be complied with and, without limiting the generality of the foregoing, to obtain all consent and authorizations of third parties which may be legally obtained and to make all filings and give all notices to third parties which may be necessary or reasonably required in order to effectuate the transactions contemplated hereby.

d. Non-competition. For three (3) years from the date of Closing, American shall not at any place within the continental limits of the United States directly or indirectly own, manage, operate, control, be employed by, consult for, participate in or be connected in any manner with the ownership, management, operation or control of any business similar to the

type of business conducted by Coated Fabrics at the time of the execution of this Agreement.

e. Trade Secrets. It is recognized between MCF and American that Coated Fabrics has acquired and developed formulae, techniques, plans, processes, procedures, devices and materials and lists of customers and their particular requirements which are not readily known or available in the public domain and which may pertain to many and varied products and equipment, which are secret and confidential in character and are and will continue to be of great and unique value to MCF or its affiliates or assigns (hereinafter referred to as "Secret Information"). American agrees that all such Secret Information heretofore or hereafter received by it will be kept and maintained by it as confidential and in complete secrecy and that it will not disclose at any time either orally or in writing, or otherwise, in any manner, directly or indirectly, to any person or firm, any such knowledge or information which it has acquired. This covenant shall not be violated if American or its parent, Kellwood Company, is required to produce or reveal such Secret Information in litigation provided that a court of appropriate jurisdiction issues a protective order to minimize the dissemination of Secret Information beyond that necessary for proper adjudication of such matter.

f. Separation of Utilities. American, at its sole expense and in a workmanship like manner, agrees to separate the ~~common utilities and services, including, without limitation,~~

electric, gas, telephone, water, sewer, security alarm and sprinkler system between the Premises and that portion of 500 Orchard leased by American under the Dundee Lease, the Northern Lease and a lease dated September 1, 1962, as amended, between Kellwood (which assigned such lease to American) and the New Haven Improvement Company, commonly known as the Mitchell Lease, which does not include the Subleased Property. Within 15 days of Closing, American and/or its contractors shall commence efforts to separate such common utilities and services with haste. The method of and materials used for the separation shall be subject to the advance written consent of MCF. Such consent shall not be unreasonably withheld.

g. Easement. American agrees to grant to MCF an easement over the Parking Lot to obtain access to the Real Estate and Subleased Property as well as the service lines and water main and for maintaining and servicing other utilities.

h. Subdivision. In the event that local or state codes, ordinances, rules, laws or regulations require that American subdivide the real property located at 500 Orchard which it owns in order for American lawfully to convey to MCF the Real Estate as contemplated herein, American, at its sole expense, agrees to use its best efforts to subdivide properly such real property into two parcels (one consisting of the Real Estate and the other consisting of the Parking Lot) in the manner contemplated by Exhibit A attached hereto by obtaining the ~~necessary governmental approval and filing the necessary~~

documents with the proper authorities, and in doing so comply with all applicable ordinances, codes, laws and regulations and subdivision trust indentures.

11. Covenants of MCF. MCF covenants as follows:

a. Air Conditioner. After Closing, MCF agrees that it will have no title or property interest in the Air Conditioner. At Closing, MCF agrees to grant an easement to American over and onto the A/C Room for housing as well as servicing and maintaining the Air Conditioner for as long the Air Conditioner remains in use.

b. Easements. At the Closing, MCF agrees to grant to American easements over the Real Estate to provide access for or to: (i) the area on Exhibit A marked "Loading Dock" for purposes of loading and unloading of carriers picking up from or delivering to American certain items as well as ingress and egress by employees on foot; (ii) the area on Exhibit A marked Parking Lot; (iii) certain utilities; and (iv) the A/C Room as set forth in subparagraph 11 a. hereof.

12. Indemnification.

a. American's Indemnification. American shall indemnify, defend (with counsel satisfactory to MCF), and hold harmless MCF and its officers, directors and employees from and against:

i) Any and all liabilities and obligations, including attorneys' fees and costs, or claims or causes of action against American, any of the Assets and/or MCF, not

specifically assumed by MCF hereunder, including without limitation product liability claims for goods treated, serviced or sold by American prior to Closing and all claims by creditors of American;

ii) Any and all liabilities, obligations, including attorneys' fees and costs, and/or losses resulting from any breach of any representation and warranty or nonfulfillment of any covenant on the part of American contained in this Agreement or in any Bill of Sale or Assignment or Sublease or other instrument furnished or to be furnished to MCF by American pursuant to this Agreement; and

iii) Any claims, judgments, damages, penalties, fines, costs, liabilities, (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees and expert fees (consultants and experts to be selected by MCF) that arise during or after the term of this Agreement from or in connection with the presence of Hazardous Substances in the soil, groundwater or soil vapor on or under the Real Estate or Subleased Property, as of the Closing date. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any ~~federal, state or local governmental agency or political~~

subdivision because of the presence of Hazardous Substances in the soil, groundwater or soil vapor on or under the Real Estate or Subleased Property, as of the Closing date.

Without limiting the generality of any of the foregoing, the indemnification provided by this paragraph shall also specifically cover costs incurred in connection with:

(1) Hazardous Substances present in the soil, groundwater or soil vapor on or under the Real Estate or Subleased Property before the Closing; and

(2) Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Real Estate or Subleased Property after Closing, but only if it is as a direct result of American's actions prior to Closing.

Anything contained herein to the contrary notwithstanding, neither party shall be obligated to indemnify the other party hereunder, unless said claims, demands, liabilities, and the like, of the party to be indemnified, aggregate to an amount of \$1,000.00 or more.

b. MCF's Indemnification. MCF shall indemnify, defend ~~(with counsel satisfactory to American) and hold harmless~~ American and its officers, directors and employees from and against any and all liabilities, obligations, including attorneys' fees and costs, and/or losses resulting from any breach of any representation and warranty or nonfulfillment of ~~any covenant on the part of MCF contained in this Agreement or~~

Sublease or other instrument furnished or to be furnished to American by MCF pursuant to this Agreement.

c. Indemnification Procedure.

i) Indemnitee shall give to indemnitor prompt written notice of the assertion of any third party claim of which indemnitee has knowledge which is covered by the indemnity agreement set forth in paragraph 12 subparts a. and b. hereof;

ii) After a final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction, or a settlement shall have been consummated, or the parties shall have arrived at a mutually binding agreement, with respect to each separate third party claim indemnified by the indemnitor hereunder, the indemnitee shall forward to the indemnitor notice of any sums due and owing by the indemnitor and the indemnitor shall pay such sum due and owing to the indemnitee in cash within thirty (30) days after the date of such notice or at such earlier time as payment is required; and

~~iii) The indemnitee shall not settle or compromise~~
any third party claim in a manner which would result in the obligation to pay money to the claimant for which indemnification may be claimed under paragraph 12 subparts a. and b. hereof and each subpart thereto unless it shall

~~first obtain a written consent thereto of the indemnitor.~~

13. Closing Conditions.

a. Conditions Precedent to Obligations of MCF. The obligations of MCF to proceed with the transactions contemplated hereunder to be consummated as of the Closing Date are subject, at the option of MCF, to the fulfillment of the following conditions at or prior to the Closing Date:

i) All representations and warranties of American contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on the Closing Date and a certificate of American, dated the Closing Date, to the foregoing effect shall have been delivered to MCF;

ii) American shall deliver to MCF at the Closing Date a certified copy of resolutions duly adopted by the Board of Directors of American authorizing and approving the execution and delivery by American of this Agreement and such other agreements and instruments as are contemplated for American to enter into, execute and deliver in connection with this Agreement, and the consummation by American of the transactions contemplated hereby;

iii) MCF and American shall, on the Closing Date, enter into and execute the sublease agreements dated as of the Closing Date in the form attached hereto as Exhibits E and F covering the Subleased Property;

iv) American shall deliver to MCF a duly executed warranty deed in form satisfactory to counsel for MCF conveying the Real Estate, a Bill of Sale, Assignment and Assumption Agreement in the form attached hereto as Exhibit H and such other instruments of transfer and assignment, all dated the Closing Date, as are sufficient to assign to MCF all the Assets other than the Subleased Property and Leased Equipment;

v) MCF and American shall, on the Closing Date, enter into and execute the Assignments of the Leased Equipment in the form attached hereto as Exhibits I and J, and American, prior to the Closing, shall have obtained the written consent of any lessor thereto if such consent is required;

vi) MCF and American shall, on the Closing Date, enter into and execute a Maintenance Agreement and Party Wall Agreement in the form attached hereto as Exhibits K and L, respectively, and, prior to Closing American shall procure the further execution of both Agreements by obtaining the signatures thereto of the City of New Haven and New Haven Improvement Company.

vii) There shall have been delivered to MCF the signed opinion of Robert A. Maddocks, General Counsel, or Thomas H. Pollihan, Assistant General Counsel, of Kellwood Corporation, and counsel to American dated the Closing Date, in the form attached hereto as Exhibit M.

viii) Prior to Closing, American shall deliver to MCF a survey, prepared at the equal expense of the parties hereto, of 500 Orchard including, but not limited to the Real Estate and Subleased Property that is to the satisfaction of MCF regarding the following: (1) the relationship of the property line to the building line of the Northern Building (as partially defined by the common wall line between the Northern Building and the building in which Coated Fabrics conducts its finishing and office operations), (2) the property line between the areas marked on the survey dated January, 1989 as Tract 1A and Tract 1B, (3) complete legal descriptions of all parcels of land, and (4) receipt of a final and complete copy of the survey. Execution of this Agreement is not an expression of MCF's satisfaction with any survey, including the January, 1989 survey delivered to MCF by American prior to such execution;

ix) Prior to Closing, MCF shall receive from its environmental engineering consultant an environmental audit or study satisfactory to MCF which same shall be prepared at the equal expense of the parties hereto. MCF agrees to deliver to American a copy of the environmental audit or study;

x) Prior to Closing, MCF shall receive proceeds from an Industrial Revenue Bond issued by New Haven

Industrial Development Authority New Haven Missouri in a sum and at an interest rate satisfactory to MCF;

xi) Prior to Closing, MCF, at its sole expense, shall determine to its satisfaction that Coated Fabrics has complied with all local, state and federal codes, ordinances, regulations and laws, including, but not limited to laws administered and regulated by OSHA, EPA, DNR, etc.

xii) Prior to Closing, MCF and Hal Upbin shall enter into and execute a separate non-competition agreement in the form attached hereto as Exhibit N;

xiii) Prior to Closing, MCF and the City of New Haven and MCF and the New Haven Improvement Company shall enter into and execute separate non-disturbance agreements regarding the Subleased Property concerning the Northern Lease and the Dundee Lease in the form of Exhibits O and P attached hereto;

xiv) Delivery to MCF of all other documents described in this Agreement including transfer and conveyance documents and the consents referred to in paragraph 17 hereof; and

~~xv) American shall perform and comply with all agreements, obligations and conditions required by this Agreement to be so performed and complied with by American.~~

xvi) Prior to Closing, MCF shall receive a Guaranty Agreement executed by Kellwood in the form attached ~~hereto as Exhibit B which execution will have been duly~~

authorized by a corporate resolution of the Board of Directors of Kellwood.

b. Conditions precedent to obligations of American.

The obligations of American to proceed with the transactions to be consummated hereunder at the Closing Date, shall be subject, at the option of American, to the fulfillment of each of the following conditions at or prior to the Closing Date:

i) All of the representations and warranties of MCF contained herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date. MCF shall have delivered to American at the Closing a certificate to such effect signed by the Chief Executive Officer of MCF;

ii) MCF shall deliver to American a certified copy of resolutions duly adopted by the Board of Directors of MCF authorizing and approving the execution and delivery of this Agreement and such other agreements and instruments as are contemplated for MCF to enter into, execute and deliver in connection with this Agreement, and authorizing MCF to consummate the transactions contemplated hereby;

iii) ~~At Closing, MCF shall deliver to American the~~ cash purchase price as set forth in paragraph 3 hereof and each subpart thereto;

iv) There shall have been delivered to American the signed opinion of Lowenhaupt, Chasnoff, Armstrong &

Mellitz, counsel to MCF, dated the Closing Date, in the form attached hereto as Exhibit Q;

v) MCF shall deliver at Closing executed Easement Agreements or Easement Deeds in conformance with the easements contemplated in subparagraph 11 b. hereof.

vi) MCF and American shall, on the Closing Date, enter into and execute the sublease agreements dated as of the Closing Date in the form attached hereto as Exhibits E and F covering the Subleased Property;

vii) MCF and American shall, on the Closing Date, enter into and execute a Maintenance Agreement and Party Wall Agreement in the form attached hereto as Exhibits K and L, respectively; and

viii) MCF shall perform and comply with all agreements, obligations and conditions required by this Agreement to be so performed and complied with by MCF.

14. Kellwood Litigation. American's parent and predecessor, Kellwood Company, is involved in litigation which might require access to certain pre-1985 records and documents. MCF agrees that to the extent necessary under the circumstances, it will assist and provide access to information, records, and documents with respect to such litigation. MCF shall also use its best efforts to make its employees (who are former employees of American) available to American as reasonably required in connection with this litigation. American shall promptly reimburse all necessary travel and/or related expenses reasonably

incurred by MCF or said employees in fulfillment of its above obligations. American shall reimburse MCF for the salaries of such employees during the period of time that such employees have been made available to American or Kellwood.

15. Assignment. MCF may assign all of its rights and obligations under this Agreement at any time prior to Closing without the consent of American to any subsidiary of MCF, in which event such subsidiary shall be substituted for MCF in regard to all rights and obligations of MCF hereunder.

16. Confidentiality; Publicity. All public notices, releases, statements or other communications relating to this Agreement and the transactions contemplated hereby shall be issued or made only after being reviewed and approved by both MCF and American.

17. Consents. If in the reasonable opinion of American or MCF, the validity or effectiveness of any lease, contract or other agreement relating to real or personal property to which American is a party, and which is being assumed by MCF hereunder, may be affected by the transactions contemplated by this Agreement, then American will use its best efforts to obtain and deliver to MCF at the Closing duly executed instruments of consent of the appropriate parties to such leases, contracts or other agreements approving the consummation of the transactions contemplated by this Agreement and accepting MCF in lieu of American as a party to each such agreement. In the event that ~~MCF cannot obtain and deliver at the Closing such duly executed~~

instruments of consent which are material to MCF, MCF, at its option, may terminate this Agreement.

18. Employee List and Continuance of Business.

a. Contemporaneous with the execution hereof, American shall furnish MCF with a list of all employees of Coated Fabrics. The parties intend that this sale be of a going concern. Nothing herein contained shall be construed so as to require MCF to hire any employee whose name appears on such list.

b. The parties hereto express their intentions to continue having the coated fabrics operations sold hereunder perform the services for American's Family Camping Division and Cut and Sew Division as performed prior to the sale of assets hereunder.

19. Security. Immediately after Closing, American and MCF agree to cooperate with each other in securing the existing entrances and exits between common walls separating the respective portions of the property occupied by each as contemplated hereunder in order to prevent access to each other's property except to the extent necessary to comply with codes, ordinances, laws or regulations regarding fire, health and safety. MCF and American agree to share equally in the reasonable cost of installing or providing for such reasonable security except as otherwise stated herein.

American shall gain direct access to the A/C Room, at its sole expense, by creating a passageway through the wall of the building occupied by American's Cut and Sew Division.

Thereafter, the doors presently opening on to the Real Estate from the A/C Room shall be secured to prevent ingress and egress through such doors.

20. Risk of Loss. If any Assets other than Existing Inventory being sold hereunder shall be substantially damaged or destroyed by fire, casualty, or other cause prior to Closing, American shall immediately notify MCF thereof and furnish to MCF a written statement of the amount of insurance, if any, payable on account thereof. For purposes of this transaction, Assets other than Existing Inventory shall be deemed to be substantially damaged if the cost of replacement or repair of all damage prior to completion of this transaction will exceed \$40,000. Within ten days after receipt of notice of any such damage or destruction and the written statement of insurance payable on account thereof, MCF may elect to terminate this agreement by written notice of termination to American. Upon such termination, any part of the purchase price paid by MCF or deposited in escrow shall be refunded to MCF and thereafter neither party shall have any further obligation hereunder, nor shall MCF have any obligation to American's creditors. In the event MCF fails to make such election to terminate, this transaction shall be completed in accordance with the terms hereof and American shall apply any and all insurance proceeds payable by reason of such damage or destruction to the payment of the purchase price, including payments to American's creditors hereunder, and, if ~~paid in full, shall pay any excess proceeds to MCF. If the~~

Assets other than Existing Inventory are not substantially damaged, they shall be repaired or replaced at American's expense prior to completion of this transaction and the time for completion of this transaction shall be extended, if necessary, for a reasonable period in order to permit such repairs or replacement. Any and all insurance proceeds payable by reason of the damage which American is obligated to repair or replace shall be paid to American.

21. Bulk Transfers Act. American and MCF hereby waive the requirements of the Missouri Bulk Transfers Act.

22. Brokerage Commissions and Finder's Fees. Each of the parties represents and warrants to the other that it has not hired, retained or dealt with any broker or finder in connection with the transactions contemplated by this Agreement, and will defend, indemnify and hold the other party harmless from and against any and all claims for finder's fees or brokerage or other commissions which may at any time be asserted against the other party founded upon a claim which is inconsistent with the aforesaid representation and warranty of the indemnifying party, together with any and all losses, damages, costs and expenses (including reasonable attorney's fees) relating to such claims or arising therefrom or incurred by the indemnified party in connection with the enforcement of this indemnification provision.

23. Waivers and Consents. All waivers and consents given hereunder shall be in writing. No waiver by any party hereto of

any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

24. Survival. The terms and provisions of this Agreement which are not fulfilled prior to the Closing date, including, but not limited to, the covenant not to compete as set forth in paragraph 10 d. hereof and each representation, warranty and indemnification herein shall survive the Closing.

25. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. To the extent any such term or provision regarding non-competition as set forth in paragraph 10 d. hereof may be modified to make such term or provision valid and enforceable without materially altering the purpose of said Non-Competition Agreement, such term or provision shall be so modified.

26. Satisfaction. Wherever herein the satisfaction of either party hereto is required, a determination of such party

made in good faith as to its satisfaction or dissatisfaction shall be determinative.

27. Expenses. Except as otherwise herein specifically set out, each party will pay its respective fees and expenses incurred in connection with this Agreement, including counsel fees and accounting fees incurred in connection with the negotiation, preparation and Closing of this Agreement and all matters incident thereto.

28. Parties in Interest. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto.

29. Entire Agreement; Amendment. This Agreement, the exhibits and schedules and other writings referred to herein and delivered pursuant hereto which form the parts hereof contain the entire understanding of the parties with respect to the subject matter hereof. No restrictions, agreements, promises, warranties, covenants or undertakings exist other than those expressly set forth herein or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to this subject matter. This Agreement may be amended only by written instrument duly executed by all the parties.

30. Headings. The article and section headings contained herein are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

31. Notices. All notices, claims, certificates, requests, demands and other communications hereunder ("Notices") will be in writing and will be deemed to have been duly given if and when personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

(a) To: MarChem Coated Fabrics, Inc.
2500 Adie Road
Maryland Heights, MO 63043-3525

with copy to: Jules Chasnoff
Lowenhaupt, Chasnoff,
Armstrong & Mellitz
408 Olive Street, Suite 405
St. Louis, Missouri 63102

(b) To: American Recreation Products, Inc.
ATTN: President
1224 Fern Ridge Parkway
Creve Coeur, Missouri 63141

with copy to: Kellwood Co.
ATTN: Corporate Secretary
P.O. Box 14374
St. Louis, MO 63178

or to such other address as the person to whom Notice is to be given may have previously furnished to the others in writing in the manner set forth above.

32. Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

33. Availability of Equitable Remedies. Since a breach of this agreement cannot adequately be compensated for in money damages, each party shall be entitled to, in addition to any other right or remedy available to it, an injunction restraining such breach or a threatened breach and to specific performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by them or their duly authorized representatives as of the date first above written.

ATTEST:

MARCHEM COATED FABRICS, INC.

David E. Still
Secretary

By: Marvin S. Wool
Marvin S. Wool, President

ATTEST:

AMERICAN RECREATION PRODUCTS, INC.

Thomas H. Pollock
Secretary

By: W.L. Capps
W.L. Capps, Vice President

EXHIBIT S

Annual Meeting of the Sole Shareholder of
New Haven Manufacturing Company
July 10, 1973

The annual meeting of the sole shareholder of New Haven Manufacturing Company was held at Kellwood Company, 9909 Clayton Road, St. Louis County, Missouri, at 10:00 A.M., on July 10, 1973, pursuant to waiver of notice as provided by Article II, Section 6, of the By-Laws of this Company.

The owner of all of the shares was represented by its Secretary Robert A. Maddocks, who was its duly authorized proxy to vote on its behalf on all matters that came before the meeting. Jane B. Campbell of Kellwood Company acted as Secretary and took Minutes of the meeting.

The consideration of Directors was discussed. Upon motion duly made and seconded, Mr. Maddocks, voting as proxy of the sole shareholder, elected the following Directors to serve until their successors have been duly elected and qualified:

William N. Kelley
Fred W. Wenzel
Robert A. Maddocks

There being no further business to come before the meeting, the meeting was adjourned.

KELLWOOD COMPANY
Sole Shareholder

By *Robert A. Maddocks*
Robert A. Maddocks
Duly Authorized Proxy
Secretary

Jane B. Campbell
Jane B. Campbell
Acting Secretary

EXHIBIT S

EXHIBIT T

Leak Maintenance

Material Safety Data Sheet

used to comply with OSHA's Hazard Communication Standard, CFR 1910.1200. Standard must be consulted for specific requirements.

HEALTH	2	HMIS ^a	REACTIVITY	0
FLAMMABILITY	0		PERSONAL PROTECTION	B

Identity (As Used on Label and List)
STEELCOTE 119 Silicone Lubricant

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

SECTION I

Manufacturer's Name STEELCOTE MANUFACTURING COMPANY	Emergency Telephone Number 800-424-9300
Address (Number, Street, City, State, and ZIP Code) ONE STEELCOTE SQUARE	Telephone Number for Information 800-424-9300
ST. LOUIS, MO 63103	Date Prepared August 16, 1993
	Signature of Preparer (Optional) REGULATORY DEPT.

SECTION II - Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))	CAS No.	OSHA PEL	ACGIH-TLV	Other Limits Recommended	% (Opt.)
*Methylene Chloride	75-09-2	500 ppm	50 ppm		55-65
*Perchloroethylene	127-18-4	25 ppm	50 ppm	STEL-200 ppm	1-5
Petroleum Distillate	64742-48-9	300 ppm	300 ppm	STEL-400 ppm	
Mineral Oil (exposure as mist)	8042-47-5	5 mg/m ³	5 mg/m ³		
Carbon Dioxide	124-38-9	10,000 ppm	5,000 ppm		

* This product contains methylene chloride (syn. dichloromethane) and perchloroethylene (syn. tetrachloroethylene) which are and may require reporting under SARA Title III Sec. 313 if used over the threshold reporting quantity. This information must be included in all MSDSs that are copied and distributed for this material.

Any substance listed as hazardous by the States of California, Connecticut, Florida, Illinois, Louisiana, Massachusetts, New Jersey, New York, Pennsylvania or Rhode Island is described above if known present in regulated concentrations.

SECTION III Physical/Chemical Characteristics

Boiling Point Concentrate - Initial	104° F	Specific Gravity (H ₂ O = 1) Concentrate	1.119
Pressure (psig. @ 70° F)	70 ± 5	Melting Point	No Data
Vapor Density (AIR = 1)	Greater than one (1)	Evaporation Rate (Butyl Acetate = 1)	No Data
Solubility in Water	Insoluble	pH	Not Applicable

Appearance and Odor
 Clear, colorless liquid with a characteristic petroleum distillate odor.

SECTION IV - Fire and Explosion Hazard Data

USA Flame Projection Test (ASTM D-3065) 0 Non-flammable, No flashback	Flammable Limits No Data	LEL No Data	UEL No Data
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Extinguishing Media
 Dry chemical, carbon dioxide, foam or water spray.

Special Fire Fighting Procedures
 Use water spray to keep containers cool and vapors down. Do not allow runoff to enter sewers or public watercourses. Wear self-contained breathing apparatus in chemical fires.

Unusual Fire and Explosion Hazards
 Aerosol container (pressurized) may burst if heated over 120° F.

SECTION V - Reactivity Data

Stability	Unstable		Conditions to Avoid - Extreme heat, direct sunlight
	Stable	X	
Incompatibility (Materials to Avoid)			
Oxygen, nitrogen, strong acids, bases and oxidizing agents, reactive metals, barium, lithium, select amines and peroxides.			
Hazardous Decomposition or Byproducts			
Oxides of carbon, phosgene, HCl, formaldehyde, smoke and fumes.			
Hazardous Polymerization	May Occur		Conditions to Avoid - None known
	Will Not Occur	X	

SECTION VI - Health Hazard Data

Route(s) of Entry	Eyes?		Inhalation?		Skin?		Ingestion?	
	Yes		Yes		Yes		Yes	
Health Hazards (Acute and Chronic) - Warning. Causes eye and skin irritation. Harmful if inhaled or swallowed. Contains petroleum distillates. Aspiration hazard if ingested. Overexposure to concentrated fumes may cause CNS effects. Contents under pressure. Follow good chemical hygiene practices to avoid these hazards.								

Carcinogenicity: Yes	NTP?	IARC Monographs?	OSHA Regulated?
Perchloroethylene	Yes	Yes (Group 2B)	Yes
Methylene Chloride	Yes	Yes (Group 2B)	No

This product contains chemicals (methylene chloride and perchloroethylene) known to the State of California to cause cancer.

Signs and Symptoms of Exposure
 Burning, tearing, redness in eyes. Redness, drying, cracking of skin. Irritation of nose, throat, and respiratory tract, nausea and headaches. Drowsiness, dizziness, fatigue or loss of coordination.

Medical Conditions Generally Aggravated by Exposure
 Pre-existing skin and respiratory tract disorders. Follow good chemical hygiene practices to avoid these hazards.

Emergency and First Aid Procedures:
Eyes - Flush with plenty of water for at least 15 minutes lifting eyelids to insure complete removal. Get immediate medical attention. **Ingestion** - Do not induce vomiting unless under the direction of a physician. Call a physician or poison control center immediately. **Inhalation** - Get to fresh air. If breathing has stopped, qualified personnel should administer artificial respiration. **Skin** - Wash with soap and water. If irritation arises and persists, consult a physician.

SECTION VII - Precautions for Safe Handling and Use

Steps to be Taken in Case Material is Released or Spilled - Isolate traffic and ventilate area. Eliminate all ignition sources. Wear protective gear as necessary. Dike to prevent spread. Caution, slip hazard. Pick up with absorbent material, then put in suitable container for proper disposal. Remove residues with a safety solvent.

Waste Disposal Method - Consult local, state and federal regulations. Do not puncture or incinerate container. Replace cap on empty can, wrap, then discard container if allowed by applicable statutes.

Precautions to be Taken in Handling and Storing - Avoid contact with eyes, skin and clothing. Wash thoroughly after handling. Store in a cool (under 120° F) dry location away from heat, sparks, open flame, and direct sunlight. Direct spray away from face. Replace cap when not in use. Do not use around ignition sources such as heat, sparks, open flame, etc.

Other Precautions - Follow label directions carefully. Keep out of reach of children. Avoid inhaling mist or vapors. Use with adequate ventilation. Do not deliberately concentrate and inhale vapors. Do not puncture or incinerate container. Do not swallow.

SECTION VIII - Control Measures

Respiratory Protection (Specify Type) - Not usually necessary. Use with adequate ventilation. If PELs or TLVs are exceeded (see Section II), use an approved NIOSH/MSHA respirator.

Ventilation	Local Exhaust	Not usually needed	Special	None
	Mechanical (General)	Acceptable	Other	None

Protective Gloves - Impervious **Eye Protection** - Safety glasses or goggles (ANSI Z87)

Other Protective Clothing or Equipment - As needed to avoid contact with skin and clothing (i.e. apron, boots, etc.)

Work/Hygienic Practices - Normal. Wash thoroughly before eating, drinking, smoking, using restrooms, etc.

WARNING: The use of this product is limited to the control of the manufacturing process, its purchase, transport or receipt, or work in the vicinity of use, or its use in accordance with directions or instructions on the label. It is not intended for use in the home, in schools, in public places, or in any other area where it may be inhaled or ingested. It is not intended for use in the vicinity of food, feed, or other products. It is not intended for use in the vicinity of children, pregnant women, or nursing mothers. It is not intended for use in the vicinity of animals. It is not intended for use in the vicinity of water. It is not intended for use in the vicinity of electrical equipment. It is not intended for use in the vicinity of flammable or combustible materials. It is not intended for use in the vicinity of oxygen. It is not intended for use in the vicinity of heat, sparks, or open flame. It is not intended for use in the vicinity of direct sunlight. It is not intended for use in the vicinity of confined spaces. It is not intended for use in the vicinity of high temperatures. It is not intended for use in the vicinity of low temperatures. It is not intended for use in the vicinity of high humidity. It is not intended for use in the vicinity of low humidity. It is not intended for use in the vicinity of high pressure. It is not intended for use in the vicinity of low pressure. It is not intended for use in the vicinity of high speed. It is not intended for use in the vicinity of low speed. It is not intended for use in the vicinity of high vibration. It is not intended for use in the vicinity of low vibration. It is not intended for use in the vicinity of high noise. It is not intended for use in the vicinity of low noise. It is not intended for use in the vicinity of high radiation. It is not intended for use in the vicinity of low radiation. It is not intended for use in the vicinity of high magnetic fields. 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EXHIBIT Z

AMERICAN RECREATION PRODUCTS, INC.
WRITTEN CONSENT OF SOLE STOCKHOLDER
IN LIEU OF MEETING OF STOCKHOLDERS
NOVEMBER 15, 1988

The undersigned, being the holders of all the outstanding stock of American Recreation Products, Inc., a Delaware corporation, pursuant to the provisions of the laws of the state of incorporation, does by this written consent in lieu of meeting of the stockholders, consent to the adoption of the resolutions set forth below, and such resolutions shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted in a formal meeting of the stockholders of this corporation duly called and held for the purpose of acting upon proposals to adopt such resolutions:

RESOLVED, That the resignations of Edward D. Herrick, Hal J. Upbin, Victor F. Germack, Michael H. Monier, and Jonathan M. Wainwright as directors of this corporation are hereby accepted effective immediately; and

FURTHER RESOLVED, That William J. McKenna, James C. Jacobsen and Robert A. Maddocks are hereby appointed as directors of the company, to fill vacancies created by resignation, and to serve in such capacities until their successors are duly elected and qualified or until their respective earlier removal or resignation.

KELLWOOD COMPANY
Sole Stockholder

By: 
Robert A. Maddocks
Duly Authorized Proxy

DATED: November 15, 1988

EXHIBIT Z