



PACIFIC TESTING LABORATORIES

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10726 Silverdale Way N.W. #105 • Silverdale, WA 98383
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November 9, 1992
Proposal No. ENV-L-141.3

Mr. Harry A. Rubin
U.S. BANK
P.O. Box 720
Seattle, Washington 98111-0720

Subject: Addendum No. 3 to Proposal No. ENV-L-141; Revised Proposal for Site Characterization and Soil Remediation of Sahlberg Equipment, Inc. Property, Seattle, Washington

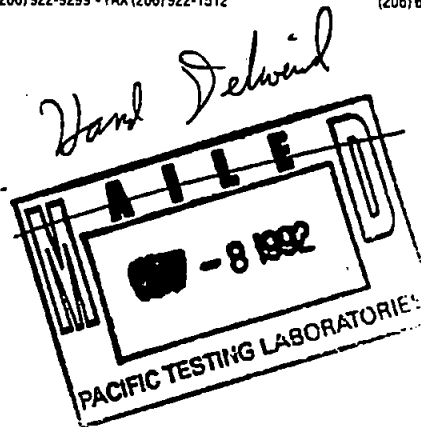
Dear Mr. Rubin:

Pacific Testing Laboratories is pleased to submit this revised technical proposal and cost estimate for performing site characterization and soil remediation at the Sahlberg Equipment, Inc. Property in Seattle, Washington.

Our original proposal, ENV-L-141, was issued September 2, 1992. Addendum No. 1, ENV-L-141.1, was issued September 11, 1992, and added reference to U.S. Bank's terms and conditions without expanding scope of work or altering cost estimates.

The second proposal, ENV-L-141.2, was issued October 23, 1992. We have expanded the original scope of work to include the placement of 2 soils borings, and 2 groundwater monitoring wells and the removal of 3 subsurface soil samples. This proposal addendum also included the analysis of samples removed from site during the expanded drilling and sampling activities.

This proposal, ENV-L-141.3, represents Proposal Addendum No. 3. We have deleted the 2 soil borings near the old UST location, and the corresponding soil sample analysis.



CONSTRUCTION INSPECTION • SOILS ANALYSIS • NON-DESTRUCTIVE EXAMINATION • ENVIRONMENTAL DRILLING
CONSULTING ENGINEERS • LITIGATION CONSULTATION • CHEMICAL ANALYSIS • CALIBRATION • STRUCTURAL/MECHANICAL LAB

A Washington Corporation furnishing Engineering services by and under the supervision of registered professional engineers.

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Thank you for considering Pacific Testing Laboratories. If you have any questions, please contact me at (206) 282-0666.

Sincerely,

Michael E. Dodson

Michael E. Dodson,
Operations Manager

MED/hlw

Enclosure

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SCOPE OF WORK/TECHNICAL APPROACH

1. Groundwater Monitoring Wells

Pacific Testing Laboratories understands that two groundwater monitoring wells currently exist on-site. Both wells are located in the southeast quadrant of the property.

We proposes to install, develop, and sample one (1) monitoring well along the west property boundary on the south portion of the property. This well will be placed to a maximum depth of 15 feet. Analysis of samples from this well will provide data relevant to subsurface contamination levels at the boring location and will evaluate the general quality of groundwater exiting the site. Abandonment of this well is not part of the proposal scope.

We also propose to install, develop, and sample one (1) monitoring well off-site in the street near the south property boundary. This well will be placed to a maximum depth of 15 feet. Analysis of samples from this well will provide data relevant to subsurface contamination levels at the boring location and will evaluate the general quality of groundwater up-gradient of the site. Well location was chosen as the only practical site to locate an up-gradient monitoring well distant from the subject property. Abandonment of this well is not part of the proposal scope.

Pacific Testing Laboratories will also sample and analyze groundwater from the two (2) existing on-site wells. Analysis of samples from these wells will allow confirmation of previously reported data, RZA AGRA, Environmental Site Assessment, June 4, 1992, and correlation of data obtained from the two newly installed monitoring wells. Abandonment of these wells is not part of the proposal scope.

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SCOPE OF WORK/TECHNICAL APPROACH, CONTINUED

2. Sub-Surface Soil Sampling

The area just north of the two story "Anderson Building" warehouse will be sampled for the presence of sub-surface soil contamination. We propose to sample through the existing asphalt cover in 3 locations chosen to determine if a contaminate plume is extending from beneath the building. A single soil sample will be removed from each sampling location from a depth of approximately 5 feet below grade. The depth of 5 feet was chosen to allow sampling on approximately the same elevation as the bottom of the sump area located on the south end of the property. These sampling locations will be abandoned by Pacific Testing Laboratories.

3. Literature Search

Pacific Testing Laboratories proposes to perform a literature search to compare existing contaminant concentrations to those of surrounding sites and general background concentrations for the local geographic area. This study will assist in determining if contaminant concentrations in the groundwater on-site will require remediation. Results of our literature search will be included in our final report.

4. Soil Remediation

Finally, Pacific Testing Laboratories proposes to obtain soil disposal approval from Rabanco, Inc., of Seattle, Washington, and transport and dispose petroleum contaminated soil off-site.

5. Final Report

All activities performed in the completion of this project will be summarized in a final report of sufficient quality for submittal to the Washington State Department of Ecology (WDOE). The report will provide conclusions and recommendations for the site.

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SPECIFIC TASKS

Task 1. Prepare Work and Safety Plans

Based upon our review of the existing Rittenhouse-Zeman and Associates (RZA) Level I and Limited Level II Reports, dated April, 1991, and June, 1992, respectively, and a cursory site survey, Pacific Testing Laboratories proposes to develop the required Work and Safety plans for the performance of all on-site activities. These plans will be followed in the performance of the remaining project tasks.

Task 2. Drilling, Sampling and Environmental Engineering Support

Groundwater Monitoring Wells

Pacific Testing Laboratories will drill two (2) soil borings for the installation of 2-inch groundwater monitoring wells. Maximum well depths will be 15 feet. Upon installation, both wells will be developed for sampling and sampled.

Soil samples will be collected from these borings at 2.5 foot intervals to a maximum depth of 15 feet. The two soil samples from the upper five feet, the two soil samples from the middle five feet, and the two soil samples from the lower five feet of each boring will be composited to produce three (3) samples from each boring for laboratory analysis. Portions of each discrete soil sample will be archived for additional or confirmation analysis, if necessary.

Groundwater samples will be obtained from the two (2) existing monitoring wells and the two (2) newly installed and developed wells. A minimum of three (3) well volumes will be purged prior to obtaining groundwater samples for analysis.

Please see the site map in Appendix A for groundwater monitoring well locations.

Subsurface Sampling

Three shallow borings will be drilled to a maximum depth of 5 feet for the purpose of obtaining subsurface soil samples. One soil sample will be removed from the final depth of each boring for laboratory analysis. At the completion of sampling, each boring will be abandoned in accordance with WDOE procedures, and the asphalt cover sealed with a temporary concrete patch.

Please see the site map in Appendix A for shallow boring locations.

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SPECIFIC TASKS, CONTINUED

Additional Field Services

Additional field operations required for sub-surface characterization of on-site environmental conditions include visual examination of soils, on-site Photoionization Detection (PID) measurements for volatile organic compounds, and preparation of soil boring logs.

Task 3. Laboratory Analysis

Soil and water samples collected on site will be properly transported to the laboratory and analyzed for the presence and concentrations of petroleum hydrocarbons. Analysis will proceed by approved Washington State Department of Ecology (WDOE) and Environmental Protection Agency (EPA) methods to the lowest detection limits reasonably achievable.

The two (2) soil borings placed for monitoring well installations, will each produce three (3) composite soil samples to be analyzed by Washington State Total Petroleum Hydrocarbon Identification (WTPH-HCID), a total of six (6) WTPH-HCID analysis. If total petroleum concentrations are measured at levels above Washington State Department of Ecology (WDOE) regulatory limits, then the appropriate WTPH analytical method will be performed to quantify the concentration and exact contaminant as required by WDOE procedure. Exact number and type of analysis beyond WTPH-HCID analysis will be determined by analytical results.

A total of four (4) groundwater samples, one each from both existing wells and one each from both newly installed wells, will be analyzed utilizing method WTPH-HCID. If total petroleum concentrations are measured at levels above WDOE regulatory limits, then the appropriate WTPH analytical method will be performed to quantify the concentration and exact contaminant as required by WDOE procedure. Exact number and type of analysis beyond WTPH-HCID analysis will be determined by analytical results.

The three (3) shallow borings will each produce 1 soil sample for analysis by Method WTPH-HCID producing three (3) samples. If petroleum contaminants are found above WDOE regulatory limits, then the appropriate WTPH analytical method will be performed to quantify the concentration and exact contaminant as required by WDOE procedure. Exact number and type of analysis beyond WTPH-HCID analysis will be determined by analytical results.

The excavation discussed in Task 5 will require up to ten (10) soil verification analyses by WTPH-418.1. Analysis of soil samples for both disposal approval and verification of over-excavation will be required.

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SPECIFIC TASKS, CONTINUED

Task 4. Soil Excavation

Pacific Testing Laboratories proposes to excavate, and supervise transportation and disposal of soil contaminated with petroleum hydrocarbons. Excavation will be performed in the former unpaved barrel storage area. The boundaries of the excavation will be determined on-site by guidance from a Microtip Photoionization Detector (PID). The excavation will be verified clean by soil sampling and laboratory analysis.

Soil will be excavated and stockpiled on-site. Once the excavation is complete, the stockpile will be loaded into trucks for transportation and disposal off-site. The excavation will be brought to original grade with placement of clean fill material. Pacific Testing Laboratories will not asphalt the site.

Task 5. Soil Disposal Approval

Results of excavation soil sample analysis will be submitted to Rabanco, Inc. of Seattle, Washington for approval to transport and dispose of petroleum hydrocarbon contaminated soil off-site. All appropriate soil disposal forms will be completed by Pacific Testing Laboratories for signature by the property owner.

Task 6. Literature Search

Pacific Testing Laboratories proposes to perform a WDOE literature search to determine if groundwater concentrations on-site are elevated above the concentrations in the local geographic area. If groundwater concentrations are not elevated above background levels, Pacific Testing Laboratories may be able to recommend no future groundwater remediation.

Task 7. Final Reporting

Conclusions and recommendations based upon subsurface investigations and sampling, soil analysis, groundwater analysis, and soil disposal will be advanced in a final report. This final report will be of sufficient quality for submittal to WDOE. The final report will detail all activities undertaken in the performance of each project Task, report all analytical results, and advance our conclusions and recommendations.

U.S. BANK**Proposal No. ENV-L-141.3****November 9, 1992****Proposal, Page 8****COST ESTIMATES**

Task 1.	Prepare Work and Safety Plans (Billed Lump Sum)	\$ 400.00
Task 2.	Drilling & Environmental Engineering Support (Billed Lump Sum, does not include WSST on Drilling Services)	\$ 4,000.00
Task 3.	Laboratory Analysis (Billed per Analysis)	\$ 3,590.00
Task 4.	Soil Excavation (\$2,300.00/day x 3 day) (Billed per Day)	\$ 6,900.00

Following Task 4 costs to be handled direct by U.S. Bank:

Soil Disposal	(\$53.50/ton x 200 tons)	\$10,700.00
Backfill	(\$10.50/ton x 200 tons)	\$ 2,100.00
Task 5.	Soil Disposal Approval (Billed Hourly)	\$ 300.00
Task 6.	Literature Search (Billed Hourly)	\$ 500.00
Task 7.	Project Management & Final Reporting (Billed Hourly)	\$ 1,500.00
NOT TO EXCEED PRICE		\$29,990.00

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COST ESTIMATE NOTES

Note Task 2: Disposal of drill cuttings and well bailing water will be handled by Pacific Testing Laboratories after receiving analytical data. Until analytical data is received, no cost estimate can be provided for proper disposal. These costs will be in addition to the cost estimate above. The property owner will be responsible for signing all disposal forms.

Note Task 3: Cost estimates for the performance of sample analysis are based upon the performance of both HCID screening tests and the assumption that each sample screened will require additional WDOE required quantification testing. Based upon information known at this time, this assumption may be classified as "Worst Case Scenario."

Note Task 4: In order to avoid costly mark-up for soil disposal and backfill, Pacific Testing Laboratories recommends a parallel contract for these services. Pacific Testing Laboratories will perform all the required work to establish these services. It should be noted that quantities estimated for removal are based upon best available information at this time. Additional quantities may be encountered.

Note Price: Pacific Testing Laboratories will not exceed costs listed in Tasks 1 through 7 without the written permission of U.S. Bank.

Analytical services and Tasks bid upon hourly rates will be performed based upon the Price Schedule presented in Appendix A of this proposal.

PERFORMANCE SCHEDULE

Pacific Testing Laboratories can begin work within one week after receiving a signed contract. Pacific Testing Laboratories can complete all tasks of the proposal within a three to four week time frame after beginning work on-site. If a quicker completion of the work is required, Pacific Testing Laboratories would have to re-evaluate our pricing to comply with rapid analytical turnaround times.

RETAINER

Prior to the start of this project, Pacific Testing Laboratories will require a retainer in the amount of \$4,000.00. This retainer will be applied in full to the first progress billing or the final billing if no progress billings are issued.

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PROJECT RESPONSIBILITIES - PACIFIC TESTING LABORATORIES

Pacific Testing Laboratories will be responsible for providing and/or completing the following.

1. Provide a health and safety plan for the project and on-site monitoring for environmental conditions, as needed.
2. Provide all surveying as needed.
3. Prepare and obtain all necessary permits and locate utilities.
4. Log all bore holes.
5. Provide all sampling and sample storage.
6. Provide all manpower and equipment as needed.
7. Removal of all drill cuttings and fluids on-site for proper WDOE disposal.

PROJECT RESPONSIBILITIES - U.S. BANK

U.S. Bank will be responsible for providing and/or completing the following.

1. Safe on-site access to all working areas.
2. Traffic control, as needed.
3. Purchase of backfill material, Pacific Testing Laboratories will establish contract with vendor and arrange for delivery of material.
4. Payment of transportation and disposal of contaminated soil, drill cuttings, and well water. Pacific Testing Laboratories will coordinate all activities required for disposal.
5. Obtaining property owner signature on the waste manifest forms as owner of the waste. Pacific Testing Laboratories will provide all completed forms for signature.

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Terms and Conditions provided by U.S. Bank.

Reviewed by: **Andrew W. Berg, Manager, Marketing Department**
 James C. Freeling, P.E., President

ACCEPTANCE OF PROPOSAL

Upon acceptance of this proposal, please sign below and return it to Pacific Testing Laboratories at your earliest convenience.

Principal

Signature

Title

Date

PTL

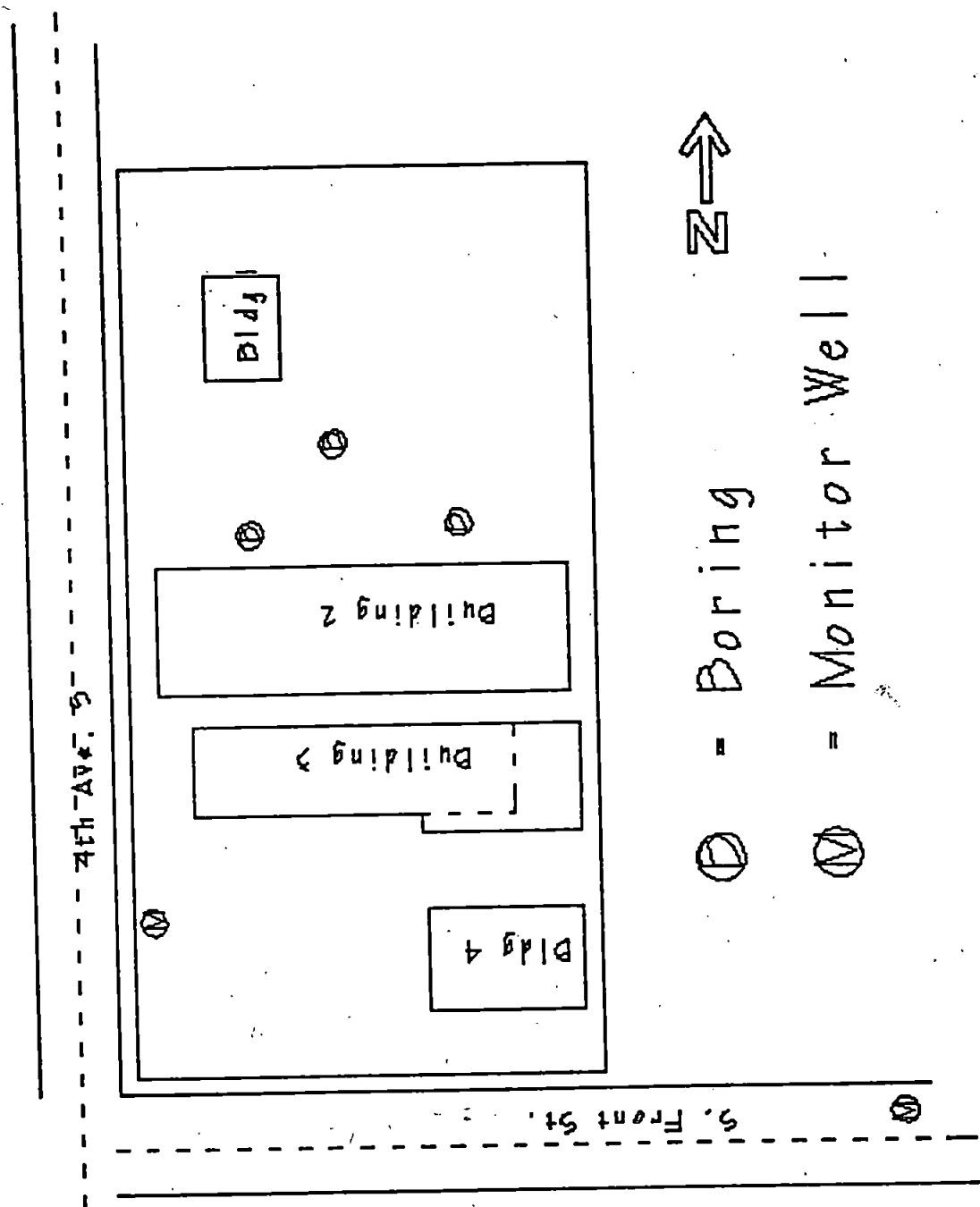
APPENDIX A

SITE MAP

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Site Map
Not to Scale

APPENDIX B
STANDARD PROFESSIONAL FEES

STANDARD PROFESSIONAL FEES**Effective: July 20, 1992****Page 1****I. HOURLY RATES**

<u>Work Description</u>	<u>Rate</u>
Principal	\$145.00/hour
Professional Engineer	\$110.00/hour
Senior Engineer/Senior Scientist	\$ 95.00/hour
Project Manager	\$ 70.00/hour
Project Engineer/Project Scientist	\$ 70.00/hour
Assistant Project Manager	\$ 60.00/hour
Junior Engineer/Junior Scientist	\$ 60.00/hour
Computer Programmer	\$ 85.00/hour
Word Processing (Report Preparation)	\$ 41.00/hour
Project Coordination	\$ 50.00/hour
Drafting	\$ 50.00/hour
Other	\$ 50.00/hour

STANDARD PROFESSIONAL FEES

Effective: July 20, 1992

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II. UNIT RATES

<u>Work Description</u>	<u>Rate</u>
Long Distance Telephone Calls	\$1.00 for calls under 3 minutes
.....	\$3.00 for calls over 3 minutes
Overnight Mail	Cost plus 30%
Facsimile	\$ 1.50/page
Courier	Cost plus 30%
Copies	\$ 0.30/page
Mileage	\$ 0.45/mile

MASTER AGREEMENT FOR ENVIRONMENTAL SERVICES

DATE: October 27, 1992

PARTIES: Pacific Testing Laboratories (Company)
3220 - 17th Avenue West
Seattle, WA 98119

AND: U.S. Bank of Washington, Trustee (Client or U.S. Bank)
U/W A. J. Sahlberg
P.O. Box 720 - WWH 582
Seattle, WA 98111-0720

RECITALS

1. Company is in the business of performing all phases of environmental services and preparing specifications for the cleanup of contaminated property.
2. Client wants to enter into this Master Agreement with Company for such services as described in their work plan of October 23, 1992 for soil remediation and groundwater studies at 5950 Fourth Avenue South, Seattle, Washington, known as Sahlberg Equipment Site, attached hereto as Exhibit A.

AGREEMENT

1. **STANDARD OF CARE.**

Company warrants that it and the employees and agents it shall engage to perform the work and services to be rendered pursuant to this Agreement are and shall be professionally competent and skilled and that all services and work shall be performed in accordance with the standards of experienced and competent professional engineers, technicians and consultants performing the same or similar services. Upon request by Client, Company will reperform any services not meeting this standard without additional compensation.

2. **PERMITS.**

Pacific Testing Laboratories shall apply for and furnish a copy or photocopy of all permits required by state, local or federal government agencies and the cost of such permits shall be paid by Pacific Testing Laboratories and passed through to Client. Permits shall be readily accessible at the site in the event a representative of any affected agency requests an inspection of the permits.

3. COST NOT TO EXCEED.

- A. The cost quoted in this contract is a cost not-to-exceed. U.S. Bank as Trustee shall not be responsible for any cost in excess of the quoted cost, except as agreed upon in writing as outlined in Paragraph 6.
- B. This Master Agreement is for remediation and/or consulting services related to the project description and information provided in the work plan dated October 23, 1992. No assumption of remediation and/or consulting service is to be made for items not therein stated.

4. METHOD OF PAYMENT.

Payment for work performed shall be made as follows:

95% upon completion of work and invoicing by Pacific Testing Laboratories;

5% upon completion of all contract provisions.

5. LIEN RELEASES.

Prior to final payment, Pacific Testing Laboratories shall deliver to U.S. Bank lien releases from all subcontractors who performed work, delivered materials or in any other manner are entitled to compensation as a result of this contract.

6. CHANGES IN WORK PERFORMED.

Any changes to this contract shall be made in writing and accepted by both parties before either party shall be bound by the changes.

7. FEES, TAXES AND PERMITS.

Pacific Testing Laboratories shall pay all taxes, fees and costs of permits or other application expenses as a part or result of the work performed.

8. SITE SAFETY AND SECURITY.

Pacific Testing Laboratories shall keep and maintain the site in a safe and secure manner and shall leave the site clean of all debris, garbage, or hazard when work has ceased at the end of each day. Pacific Testing Laboratories shall accommodate the needs of any business operating at the property and shall mitigate as much as practicable the interruption to any business. Pacific Testing Laboratories shall also hold U.S. Bank harmless from any safety violation, hazard, injury, accident, loss,

expense or claim arising from work performed or conditions present during the course of work under this contract. Safe on-site access to and from the remediation area is the responsibility of the client and/or representative. Pacific Testing and subcontractors are required to abide by applicable project safety regulations, as described in the project site Health and Safety plan. Pacific Testing Laboratories' employees shall be responsible for their health and safety. Injury to Pacific Testing Laboratories personnel or damage to Pacific Testing Laboratories' equipment, due to negligence of the client or agents/subcontractors of the client, shall be the responsibility of the client.

9. FORCE MAJEURE.

All agreements made and all orders accepted are contingent upon strikes, fires, wars, floods, or other causes beyond the control of Pacific Testing Laboratories.

10. NAMES OF SUBCONTRACTORS.

Prior to commencement of work, Pacific Testing Laboratories shall provide U.S. Bank with the names and addresses of the subcontractors and suppliers who will be providing services or materials as a result of this contract.

11. CONFIDENTIALITY.

Pacific Testing Laboratories shall not release or cause or allow the release of information developed in the execution of this contract without securing the prior written consent of Client.

12. INSURANCE.

Company shall maintain the following insurance coverage.

- A. Worker's Compensation and Employer's Liability Insurance in form and substance as required by the state or province where any work is performed.
- B. Comprehensive Automobile and Vehicle Liability Insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles in the amount of One Million Dollars (\$1,000,000), ~~and additional umbrella coverage in the amount of Five Million Dollars (\$5,000,000).~~ *new 11-9-92*
- C. Commercial General Liability Insurance covering claims for injuries to members of the public and/or damages to property of others arising out of any act or omission of Company or any of its employees, agents or subcontractors, with a limit of at least One Million Dollars (\$1,000,000).

D. Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000).

Company shall provide Client a certificate of insurance for each of the policies and coverages enumerated herein, except Errors and Omissions, completed and endorsed by duly authorized agents of the underwriters. Client shall be named as an additional insured under the general liability policy. The certificates shall provide for written notice to Client not less than thirty (30) days prior to the effective date of any cancellation, amendment or reduction of the coverage provided therein.

13. NO THIRD PARTY BENEFICIARIES.

Except as provided in paragraph 12, this Agreement gives no rights or benefits to anyone other than the Company and Client and has no third party beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Company or Client.

14. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Agreement shall be construed to constitute Company as a partner, employee or agent of Client, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its own actions.

15. LIMITATION OF LIABILITY.

Company's liability to Client for all negligent acts, errors or omissions, whether active or passive, shall not exceed the compensation received for the specific task order or \$1,000,000, whichever is greater, for all injuries or losses from, or related to, asbestos, radioactive, hazardous or toxic material, chemical or condition.

16. SEVERABILITY.

If any provision of this Agreement is deemed to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired.

17. ATTORNEYS FEES.

In the event any action shall be brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys fees, including any such costs and fees on appeal.

18. ENTIRE AGREEMENT.

The terms and conditions contained herein and in the attached exhibits constitute the entire agreement between the parties and supersedes all prior negotiations, representations or agreements. No amendment or modification of this Agreement shall be valid unless made in writing and signed by persons having authority to bind Client and Company.

19. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of both parties' obligations herein.

20. GOVERNING LAW.

This Agreement shall be interpreted according to the laws of the state of Washington.

21. PAYMENT.

Prices quoted and terms of this proposal are net thirty (30) days. Statement of the net balance of this account will be rendered on a regular monthly basis. All invoices are payable upon receipt. Invoices not paid within 30 days are considered delinquent. Statements will summarize previously submitted invoices and statements and will include late payment charge of 1-1/2% per month, 18% per annum, on delinquent accounts. Late payment charges will be computed on the principal unpaid balance of the previous statement.

Pacific Testing Laboratories reserves the right to suspend and/or terminate services on reasonable notice to client on delinquent accounts. It is the policy of Pacific Testing Laboratories to initiate right of lien and/or other legal proceedings within ninety (90) days on past-due and delinquent accounts without further notice.

PACIFIC TESTING LABORATORIES

By: Michael E. Doeh

Title: Operations Manager

U.S. BANK OF WASHINGTON,
TRUSTEE U/W ARTHUR J. SAHLBERG

By: [Signature]
Title: U.S. & Trust Officer

12/4/92

U.S. BANK OF WASHINGTON,
EXECUTOR FOR ESTATE OF
HELEN SAHLBERG

By: [Signature]
Title: U.S. & Trust Officer

12/4/92