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January 26, 2000

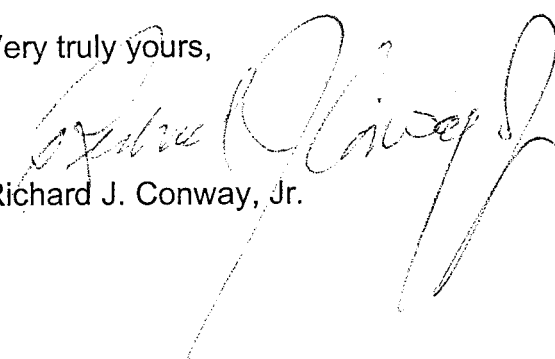
Director of Nuclear Material
Safety and Safeguards
US Nuclear Regulatory Commission
Washington, DC 20555

**Re: Compliance with 10 CFR S 31.5
Former Rowe International, Inc. Facility, Hanover, New Jersey**

Dear Sir:

Enclosed please find Rowe International, Inc. letter to the NRC together with the Supplementary Assignment of NRC Permits signed by both Rowe International, Inc. and Whippany Venture I, LLC.

Very truly yours,


Richard J. Conway, Jr.

RJC/mds

Enclosure

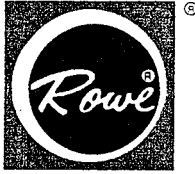
cc: Eric Reber, NRC (w/enc.)

Ray Hendry (w/enc.)

Curt Toll, Esq. (w/enc.)

Stephen Gallant (w/enc.)

Document #: 395298/RJC



ROWE INTERNATIONAL, INC.

January 14, 2000

Director of Nuclear Material Safety and Safeguards
U.S. Nuclear Regulatory Commission
Washington DC 20555

Re: Compliance with 10 CFR S 31.5
Former Rowe International, Inc. Facility, Hanover, NJ

Dear Sir:

Mr. Eric Reber of the Division of Nuclear Materials Safety, U.S. Nuclear Regulatory Commission ("NRC") recently brought to our attention the requirements of the above regulation and the existence of certain luminous signs described below. By this letter we endeavor to meet those requirements as best we are able. We apologize for any problem the delay in transmitting this letter may have caused.

Rowe International, Inc. operated a vending machine manufacturing plant on Troy Hills Road in the Township of Hanover (Whippany), State of New Jersey ("Property") until sometime in or about 1992. Thereafter, few Rowe employees remained at the Property and their efforts were limited to sales and/or administrative matters, and the investigation and remediation of the Property under New Jersey's Industrial Site Recovery Act. In an exciting Brownfield's transaction the Property was sold to Whippany Ventures I ("Buyer") who assumed the obligations to finish the remediation of the Property and plans redevelopment of the property. At the time of the Closing the existence of the Signs was not known to us. The Signs consist of approximately thirty (30) luminous tritium exit signs, used in the interior of the improvements now or formerly at the Property to identify pathways for egress from that interior to the exterior, having radiological components (the "Signs").

We attach a copy of the recent instrument curing any defect in the disclosure of the Signs and applicable regulations to the Buyer, and confirming the transfer of the Signs subject to the requirements of the NRC.

Here is the information required to be transmitted to you under the above regulation:

(1) Manufacturer's Name: Saunders-Roe Developments. (The successor to the manufacturer and/or installer is now known as SRB Technologies (present contact is James Roberts, 336-659-2610).

- (2) Model: Model Betalux-E, originally believed to contain 8.94 curies of tritium.
- (3) Transferee: WHIPPANY VENTURE I, LLC, a Delaware limited liability company, having an office at 141 Union Blvd, Suite 330, Lakewood, Col. 80228.
- (4) Contact: Ray Hendry, Direct - 303-763-8500, Fax -303-763-5700, E-Mail-rhendry@theitgroup.com.

If there are any questions you may contact the undersigned at the above address and phone number or our counsel (Richard J. Conway, Jr., Schenck, Price, Smith & King, LLP, 10 Washington Street, PO Box 905, Morristown, NJ 07963-0905, Direct - (973) 540-7328, Fax - (973) 540-7300, E-mail - RJC@SPSK.COM).

Thank you for your cooperation.

Very Truly Yours,



Stephen Gallant

cc: Eric Reber, NRC
R. Hendry
C. Toll, Esq.
R. Conway, Esq.

Supplementary Assignment of NRC Permits

THIS AGREEMENT is made the 14th day of January, 2000 (if blank the last date of signature by the parties noted below), to be effective as of September 15, 1999 between ROWE INTERNATIONAL, INC., a Delaware corporation, (the "Assignor"), having an office at 1500 Union Avenue, S.E., Grand Rapids, MI 49507-1884 and WHIPPANY VENTURE I, LLC, a Delaware limited liability company, (the "Assignee"), having an office at 141 Union Blvd, Suite 330, Lakewood, Col. 80228.

WITNESSETH

WHEREAS, on September 15, 1999 (the "Closing") Assignee purchased from Assignor the premises located at Troy Hills Road in the Township of Hanover (Whippany), State of New Jersey ("Property"), which Property is presently undergoing investigation and remediation under the Industrial Site Recovery Act ("ISRA") and/or preparation for demolition and/or improvement.

WHEREAS, at the Closing Assignor assigned, transferred and/or sold, and Assignee assumed, personal property, Permits, and other rights and obligations pursuant to various Agreements made and delivered as of the Closing, including without limitation, the "Assignment of Permits," the "Bill of Sale," the "Remediation Agreement," and the Assumption of Environmental Liabilities, all as required by the original Purchase and Sale Agreement and Joint Escrow Instructions made between them; and

WHEREAS, the parties have recently learned that they must comply with certain requirements of the Nuclear Regulatory Commission ("NRC"), and hereby execute this Assignment to meet those requirements and cure any error made at the Closing in that Assignor and Assignee hereby confirm that the ownership and control of certain Signs, as hereafter defined, and the rights and obligations associated with the Signs, including the NRC Permits, as hereafter defined, were intended to be, and hereby are transferred and assigned to Licensee and assumed by Licensee effective as of the Closing.

NOW, THEREFORE, in consideration of the sum on One Dollar (\$1.00) by each party hereto to the other in hand paid, the receipt of which is hereby acknowledged, and or other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Assignor assigns and transfers to Assignee, both as of the Closing Date and as of the date hereof, all Assignor's right, title and interest in, to and under the Signs, as hereafter defined, and the NRC Permits, "As Is, Where Is," and without recourse to Assignor.

a) The Signs consist of approximately thirty (30) luminous tritium exit signs, used in the interior of the improvements now or formerly at the Property to identify pathways for egress from that interior to the exterior, having radiological components (the "Signs"). The Signs were manufactured and/or installed by Saunders-Roe Developments. The successor to the manufacturer and/or installer is now known as SRB Technologies (present contact is James Roberts, 336-659-2610). The Signs are identified as Model Betalux-E, originally believed to contain 8.94 curies of tritium.

(b) The Signs were and are subject to the requirements of NRC general license(s) as provided in 10 CFR S31.5 (a copy of which is attached to this agreement), and related provisions (the "NRC Permits"). To the best of Assignor's knowledge there are no safety documents identified in the label(s) of the Signs. Assignor will comply with the requirements of 10 CFR S 31.5 (9)(i) by reporting to the NRC Director as set forth in attached letter.

2. Assignee confirms its acceptance of ownership and responsibility for the Signs and assumes the obligations under the NRC Permits both as of the Closing and as of the date hereof, and all obligations and liabilities arising thereunder, and will perform and observe all the covenants and conditions therein contained on Assignor's part to be performed and observed.

3. This Agreement may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors and assigns.

4. This Agreement and the License shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New Jersey without the application of its choice of law rules. All actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to, or from this Agreement or the License shall be litigated only in courts whose situs is within the Morris County, New Jersey.

IN WITNESS WHEREOF, the parties hereto have duly executed or caused these presents to be executed the day and year first above written.

ASSIGNOR:

ROWE INTERNATIONAL, INC.,

By 

ASSIGNEE:

WHIPPANY VENTURES I, LLC

By _____

PART 31 -- GENERAL DOMESTIC LICENSES FOR BYPRODUCT MATERIAL

31.1 Purpose and scope.

31.2 Terms and conditions.

31.3 Certain devices and equipment.

31.4 Information collection requirements: OMB approval.

31.5 Certain measuring, gauging or controlling devices.

31.6 General license to install devices generally licensed in §31.5.

31.7 Luminous safety devices for use in aircraft.

31.8 Americium - 241 in the form of calibration or reference sources.

31.9 General license to own byproduct material.

31.10 General license for strontium 90 in ice detection devices.

31.11 General license for use of byproduct material for certain in vitro clinical or laboratory testing.

31.12 Maintenance of records.

31.13 Violations.

31.14 Criminal penalties.

Authority: Secs. 81, 161, 183, 68 Stat. 935, 948, 954, as amended (42 U.S.C. 2111, 2201, 2233); secs. 201, as amended, 202, 88 Stat. 1242, as amended, 1244 (42 U.S.C. 5841, 5842).

Section 31.6 also issued under sec. 274, 73 Stat. 688 (42 U.S.C. 2021).

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§31.5 Certain measuring, gauging or controlling devices.(2)

(a) A general license is hereby issued to commercial and industrial firms and research, educational and medical institutions, individuals in the conduct of their business, and Federal, State or local government agencies to acquire, receive, possess, use or transfer, in accordance with the provisions of paragraphs (b), (c) and (d) of this section, byproduct material contained in devices designed and manufactured for the purpose of detecting, measuring, gauging or controlling thickness, density, level, interface location, radiation, leakage, or qualitative or quantitative chemical composition, or for producing light or an ionized atmosphere.

(b) The general license in paragraph (a) of this section applies only to byproduct material contained in devices which have been manufactured or initially transferred and labeled in accordance with the specifications contained in a specific license issued pursuant to §32.51 of this chapter or in accordance with the specifications contained in a specific license issued by an Agreement State which authorizes distribution of the devices to persons generally licensed by the Agreement State.

(c) Any person who acquires, receives, possesses, uses or transfers byproduct material in a device pursuant to the general license in paragraph (a) of this section:

(1) Shall assure that all labels affixed to the device at the time of receipt and bearing a statement that removal of the label is prohibited are maintained thereon and shall comply with all instructions and precautions provided by such labels;

(2) Shall assure that the device is tested for leakage of radioactive material and proper operation of the on-off mechanism and indicator, if any, at no longer than six-month intervals or at such other intervals as are specified in the label; however:

(i) Devices containing only krypton need not be tested for leakage of radioactive material, and

(ii) Devices containing only tritium or not more than 100 microcuries of other beta and/or gamma emitting material or 10 microcuries of alpha emitting material and devices held in storage in the original shipping container prior to initial installation need not be tested for any purpose;

(3) Shall assure that the tests required by paragraph (c)(2) of this section and other testing, installation, servicing, and removal from installation involving the radioactive materials, its shielding or containment, are performed:

(i) In accordance with the instructions provided by the labels; or

(ii) By a person holding a specific license pursuant to parts 30 and 32 of this chapter or from an Agreement State to perform such activities;

(4) Shall maintain records showing compliance with the requirements of paragraphs (c)(2) and (c)(3) of this section. The records must show the results of tests. The records also must show the dates of performance of, and the names of persons performing, testing, installing, servicing, and removing from the installation radioactive material and its shielding or containment. The licensee shall retain these records as follows:

(i) Each record of a test for leakage or radioactive material required by paragraph (c)(2) of this section must be retained for three years after the next required leak test is performed or until the sealed source is transferred or disposed of.

(ii) Each record of a test of the on-off mechanism and indicator required by paragraph (c)(2) of this section must be retained for three years after the next required test of the on-off mechanism and

indicator is performed or until the sealed source is transferred or disposed of.

(iii) Each record that is required by paragraph (c)(3) of this section must be retained for three years from the date of the recorded event or until the device is transferred or disposed of.

(5) Upon the occurrence of a failure of or damage to, or any indication of a possible failure of or damage to, the shielding of the radioactive material or the on-off mechanism or indicator, or upon the detection of 0.005 microcurie or more removable radioactive material, shall immediately suspend operation of the device until it has been repaired by the manufacturer or other person holding a specific license pursuant to parts 30 and 32 of this chapter or from an Agreement State to repair such devices, or disposed of by transfer to a person authorized by a specific license to receive the byproduct material contained in the device and, within 30 days, furnish to the Administrator of the appropriate Nuclear Regulatory Commission, Regional Office listed in appendix D of part 20 of this chapter, a report containing a brief description of the event and the remedial action taken;

(6) Shall not abandon the device containing byproduct material;

(7) Shall not export the device containing byproduct material except in accordance with part 110 of this chapter;

(8) Except as provided in paragraph (c)(9) of this section, shall transfer or dispose of the device containing byproduct material only by transfer to persons holding a specific license pursuant to parts 30 and 32 of this chapter or from an Agreement State to receive the device and within 30 days after transfer of a device to a specific licensee shall furnish to the Director of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, DC 20555 a report containing identification of the device by manufacturer's name and model number and the name and address of the person receiving the device. No report is required if the device is transferred to the specific licensee in order to obtain a replacement device;

(9) Shall transfer the device to another general licensee only:

(i) Where the device remains in use at a particular location. In such case the transferor shall give the transferee a copy of this section and any safety documents identified in the label of the device and within 30 days of the transfer, report to the Director of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, DC 20555, the manufacturer's name and model number of device transferred, the name and address of the transferee, and the name and/or position of an individual who may constitute a point of contact between the Commission and the transferee; or

(ii) Where the device is held in storage in the original shipping container at its intended location of use prior to initial use by a general licensee.

(10) Shall comply with the provisions of §§20.2201, and 20.2202 of this chapter for reporting radiation incidents, theft or loss of licensed material, but shall be exempt from the other requirements of parts 19, 20, and 21, of this chapter.

(11) Shall respond to written requests from the Nuclear Regulatory Commission to provide information relating to the general license within 30 calendar days of the date of the request, or other time specified in the request. If the general licensee cannot provide the requested information within the allotted time, it shall, within that same time period, request a longer period to supply the information by submitting a letter to the Director, Office of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001 and provide written justification as to why it cannot comply.

(d) The general license in paragraph (a) of this section does not authorize the manufacture or import of devices containing byproduct material.

[39 FR 43532, Dec. 16, 1974, as amended at 40 FR 8785, Mar. 3, 1975; 40 FR 14085, Mar. 28, 1975; 42 FR 25721, May 19, 1977; 42 FR 28896, June 6, 1977; 43 FR 6922, Feb. 17, 1978; 53 FR 19246, May 27, 1988; 56 FR 23471, May 21, 1991; 56 FR 61352, Dec. 3, 1991; 58 FR 67659, Dec. 22, 1993]

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² Persons possessing byproduct material in devices under the general license in §31.5 before Jan. 15, 1975, may continue to possess, use or transfer that material in accordance with the requirements of §31.5 in effect on Jan. 14, 1975.