International Multifoods, Inc.
33 S. 6th Street
Minneapolis, MN 55402

RE: NOTICE OF POTENTIAL LIABILITY AND REQUEST FOR INFORMATION ON THE INTERCHEM SITE IN ALTON, IOWA

Dear Sir or Madam:

The United States Environmental Protection Agency (EPA) has information which indicates that International Multifoods may have had a pesticide product formulation agreement with Silak, InterChem, WHB Specialties, and/or DeNova Industries, located in Alton, Iowa. These companies were all pesticide formulation businesses and all operated at various times at the same location in Alton. The property, known as the InterChem site (the "site"), includes lots 2, 3, 4, and 5 in Block 3 of the Auditor's Subdivision and Replat of Block 3, Original Plat, and Block 4 of the Original Plat in the Incorporated City of Alton, Iowa. The site also includes certain property in the NE1/4 of the SW1/4 of Section 2, Township 94 North, Range 44 West of the 5th P.M. that runs adjacent to the railroad tracks. All property comprising the site is located in the City of Alton, Sioux County, Iowa, and was owned by various persons and business entities while operating as a pesticide formulating and packaging facility. A spill on a concrete pad on lot #5 in Block 3 has resulted in soil contamination on that block. The interior of the building on Block 4 is heavily contaminated with pesticide residues. Additionally, the threat of further releases of hazardous substances to the environment exists in the areas surrounding the building as well as the areas surrounding the warehouses located next to the railroad tracks. The facility is no longer operating.

The EPA is currently investigating the sources, extent, and nature of the contamination at the site. The Agency has documented the release or threatened release of hazardous substances, pollutants or contaminants at the above-referenced site. EPA has spent and is considering spending additional public funds on response actions to investigate and control further releases at the site. Unless EPA reaches an agreement under which one or more potentially responsible parties ("PRPs") will properly perform or assume such action, EPA may perform these actions pursuant to Section 104 of CERCLA.
Under Section 106(a) and 107(a) of CERCLA, 42 U.S.C. Sections 9606(a) and 9607(a), PRPs may be obligated to implement response actions deemed necessary by EPA to protect health, welfare or the environment, and may be liable for all costs incurred by the government in responding to any release or threatened release at the site. Such actions and costs may include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. In addition, PRPs may be liable for damages to natural resources. EPA may issue an administrative order pursuant to Section 106(a) of CERCLA to require PRPs to commence cleanup activities. Failure to comply with an administrative order issued under Section 106(a) of CERCLA may result in a fine of up to $25,000 per day, under Section 106(b) of CERCLA, or imposition of treble damages, under Section 107(c)(3).

EPA has evaluated information in connection with the investigation of the site. Based on this information, EPA believes that you may be a PRP with respect to this site. As a party which sent pesticide products to the site for formulation, International Multifoods may be a potentially responsible party pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3). EPA may expend additional funds for response activities at the site under the authority of CERCLA and other laws, and the costs for these activities will be included in the costs for which you may be liable.

Under the provisions of Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 as amended, EPA also has the authority to require any person who has or may have information relevant to materials generated, treated, stored, or disposed or transported to the site, the nature and extent of a release or threatened release of hazardous substance or pollutant or contaminant at or from the site, or the ability of a person to pay for or perform a cleanup of the site to furnish such information to EPA upon reasonable notice. Accordingly, to aid EPA in its investigation, you are hereby requested to respond to the Information Request enclosed with this letter.

Compliance with this information request is mandatory. Failure to respond fully and truthfully to the request within twenty-one (21) days of receipt of this letter may result in an enforcement action by the EPA pursuant to Section 104(e) of CERCLA or Section 3008 of RCRA. These statutes permit the EPA to seek penalties of up to $25,000 for each day of continued noncompliance.

Your response to the Information Request should be sent to:
Jim Colbert
United States Environmental Protection Agency
Superfund Enforcement Section
Due to the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and respond to this Information Request within the time specified above. If you have any legal questions concerning this request, please direct them to Belinda Holmes, Office of Regional Counsel (913) 551-7714. If you have any questions of a technical nature, please direct them to Mr. Colbert at (913) 551-7489.

Thank you for your cooperation in this matter.

Sincerely yours,

David A. Wagoner
Director, Waste Management
Division
INFORMATION REQUEST

Instructions

1. A separate response must be made to each of the questions set forth in this Information Request.

2. Precede each answer with the number of the question to which it corresponds.

3. If information not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to the EPA. Moreover, should you find at any time after the submission of this response that any portion of the submitted information is incomplete, false, or misrepresents the truth, you must notify the EPA thereof as soon as possible.

4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the question to which it corresponds.

5. For each and every question contained herein, identify all persons consulted in the preparation of the answer.

6. If you have any reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional documents or information that they may have.

7. Where specific information has not been memorialized in any document, but is nonetheless responsive to a question, you should answer the question with the written response.

8. For each question contained herein, if the information responsive to the question is not in your possession, custody or control, then identify the persons from whom such information may be obtained.

Definitions

These definitions shall apply to the following words as they appear in this Information Request:

1. "You" or "International Multifoods" as used herein includes, in the plural as well as the singular, any person authorized by International Multifoods to answer any questions contained in this Information Request on behalf of International Multifoods. "You" or "International Multifoods" also includes Supersweet Foods and any other parent or subsidiary of International Multi-
foods.
2. The term "person" as used herein includes, in the plural as well as the singular, any natural person, firm, unincorporated association, partnership, corporation, trust or other entity.

3. The term "site" shall mean and include the property located at block 4, lots 2, 3, 4, and 5 of block 3 and the property between the railroad tracks and First Avenue consisting of a portion of the northeast 1/4 of the southwest 1/4 of Section 2, Township 94 north, Range 44 west of the 5th P.M., Alton, Iowa.

4. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

5. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship) to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.

6. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressee and/or recipient and the substance of the subject matter.

7. The terms "document" and "documents" shall include writings of any kind, formal or informal, whether or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memoranda of telephone and other conversations, including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, inter-office or intra-office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punchcard, disc or disc pack, tape or other type of memory and together with printouts of such punch card, disc or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produced; (b) every copy which has any writing, figure or notation, annotation or the like; (c) drafts; (d) attachments to or enclosures with any document; and (e) every document referred to in any other document.
8. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

9. The term "Companies" refers to the group of companies which have occupied or are currently occupying the Site, including but not limited to Silak Corporation, InterChem Corporation, WHB Specialties, Inc., and DeNova Industries, Inc. The term "Companies" also includes any of the following individuals acting on behalf of any of the Companies: Arlin Pottebaum, Jack Odom, Ron Detloff and William "Rocky" Bloskas.

10. The term "formulation agreement" refers to any contract, agreement, understanding, whether written or not, in which one or several of the Companies was hired, employed, ordered, retained or otherwise directed by International Multifoods to formulate and/or distribute and/or market pesticide products, regardless of whether such products were formulated or marketed under International Multifoods' label.

Information Request

1. Identify the person(s) answering these questions on behalf of International Multifoods.

2. State the nature and extent of your business relationship with any of the Companies (as defined in Definition #9) identified below for the time period from 1975 to the present.
   
   a. Silak Corporation  
   b. InterChem, Inc.  
   c. WHB Specialties, Inc.  
   d. DeNova Industries, Inc.

   Information provided should include, but should not be limited to the product and generic names of any pesticides sold to or otherwise supplied to any of the Companies by International Multifoods and whether International Multifoods had any formulation agreements, as defined in Definition #10 above, with any of the Companies.

3. If International Multifoods had any formulation agreements with any of the Companies, please identify and provide complete and accurate copies of any contracts, correspondence, invoices, forms or form agreements, or any other documents (as defined in Definition #7 above) which relate to such an agreement. If the documents requested in this Information Request are not in your possession, please identify any person whom you believe possesses any such documents.
4. If International Multifoods had a formulation agreement with any of the Companies, but documents evidencing such an agreement are not available, please describe the terms of each agreement, the parties to each agreement, the duration of each agreement, the pesticide name(s) involved, the product name(s), and the marketing or distribution arrangements for each agreement.

5. Please provide copies of International Multifoods' corporate income tax returns as filed with the Internal Revenue Service for the last five years.

6. Please provide copies of International Multifoods' financial statements, shareholder's reports, financial audits, or other financial reports showing International Multifoods' assets, profits, liabilities, and current financial status, for the last five years.

7. Please give the names and addresses of any parent or subsidiary companies or corporations and their relationship to International Multifoods, Inc.