

RTI Inc.

108 LAKE DENMARK ROAD, ROCKAWAY, NJ 07866
(201) 625-8400 • FAX (201) 625-7820

July 19, 1989

Mr. John White, Chief
Nuclear Materials Safety Section
United States Nuclear Regulatory
Commission
475 Allendale Road
King of Prussia, PA 19406

Re: License #29-13613-02

Dear Mr. White:

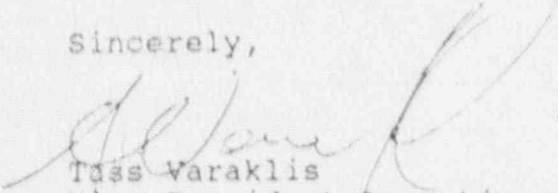
As per our telephone conversation of July 19, 1989, enclosed please find revised organizational charts for corporate RTI as well as for Process Technology North Jersey. Mr. John Russen's and my resignation will take effect July 28, 1989 after which time the organizational changes will take effect.

As I indicated to you, I was offered and accepted a contract from the Company to act as a consultant. A copy of this contract is herewith enclosed.

It would be appreciated if this change could be incorporated in our license amendment dated May 1, 1989.

If you have any questions, please let me know.

Sincerely,


Tass Varaklis
Vice President Operations and
Engineering

TV:jk

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RTI Inc.

108 LAKE DENMARK ROAD, ROCKAWAY, NJ 07866
(201) 625-8400 • FAX (201) 625-7820

AGREEMENT, dated as of July 28, 1989, between RTI INC., a New York corporation having an office at 108 Lake Denmark Road, Rockaway, New Jersey 07866 (the "Company"), and T. A. Varaklis residing at RD 2, Box 232, Newton, NJ 07860 (the "Consultant").

Prior to the date hereof, the Consultant was Vice President of Operations and Engineering of the Company and its Radiation Safety Officer. The Company desires to retain the services of the Consultant as provided herein and the Consultant desires to serve as a consultant as provided herein.

In consideration of the foregoing and of the respective covenants and agreements of the parties contained in this Agreement, the parties agree as follows:

1. Engagement. The Company retains the Consultant, and the Consultant agrees to serve the Company, on the terms and conditions set forth herein for the period commencing July 28, 1989 and ending October 31, 1989. The Company has the right to renew this Agreement for an additional three (3) month period, commencing November 1, 1989, upon notice to the Consultant given by October 15, 1989. During the Consultant's engagement hereunder (a) the Consultant's services shall be rendered on a part-time non-exclusive basis, and (b) the Consultant shall apply all of his skill and experience to the performance of his duties in such engagement.

2. Duties. During his engagement hereunder, the Consultant shall render consulting services to the Company with

respect to its business, operations and prospects and shall act as the Company's Radiation Safety Officer for the North Jersey facility in accordance with the regulations of the Nuclear Regulatory Commission. The Consultant shall report to, and be under the direction of, the chief executive officer of the Company. The Company understands that if the Consultant accepts, after the date hereof, full-time employment with a third party, then the Consultant may become unavailable to render consulting services. In such event, the Consultant shall give the Company at least one (1) month's prior notification of such event.

3. Compensation.

(a) During his engagement hereunder, the Consultant shall receive for his services a consulting fee at the rate of \$75 per hour during normal business hours and \$112.50 per hour for all other times as he is requested by the Company to perform services hereunder. The Consultant shall be entitled to receive a minimum of \$1,200 per month for consulting services to be rendered under this agreement.

(b) The Consultant shall be entitled to reimbursement for all reasonable expenses incurred by him in performing his services hereunder, provided, that the Consultant properly accounts therefor in accordance with Company policy and the requirements of law.

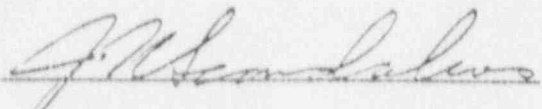
4. Independent Contractor. The Company recognizes that the Consultant is an individual contractor and is not an employee of the Company, and the Consultant shall have no right or authority to sign for or bind the Company in any manner

whatsoever, except to the extent specifically authorized in writing by the chief executive officer of the Company.

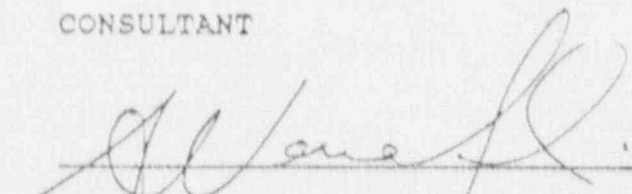
5. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement have been made which are not set forth expressly in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RTI INC.

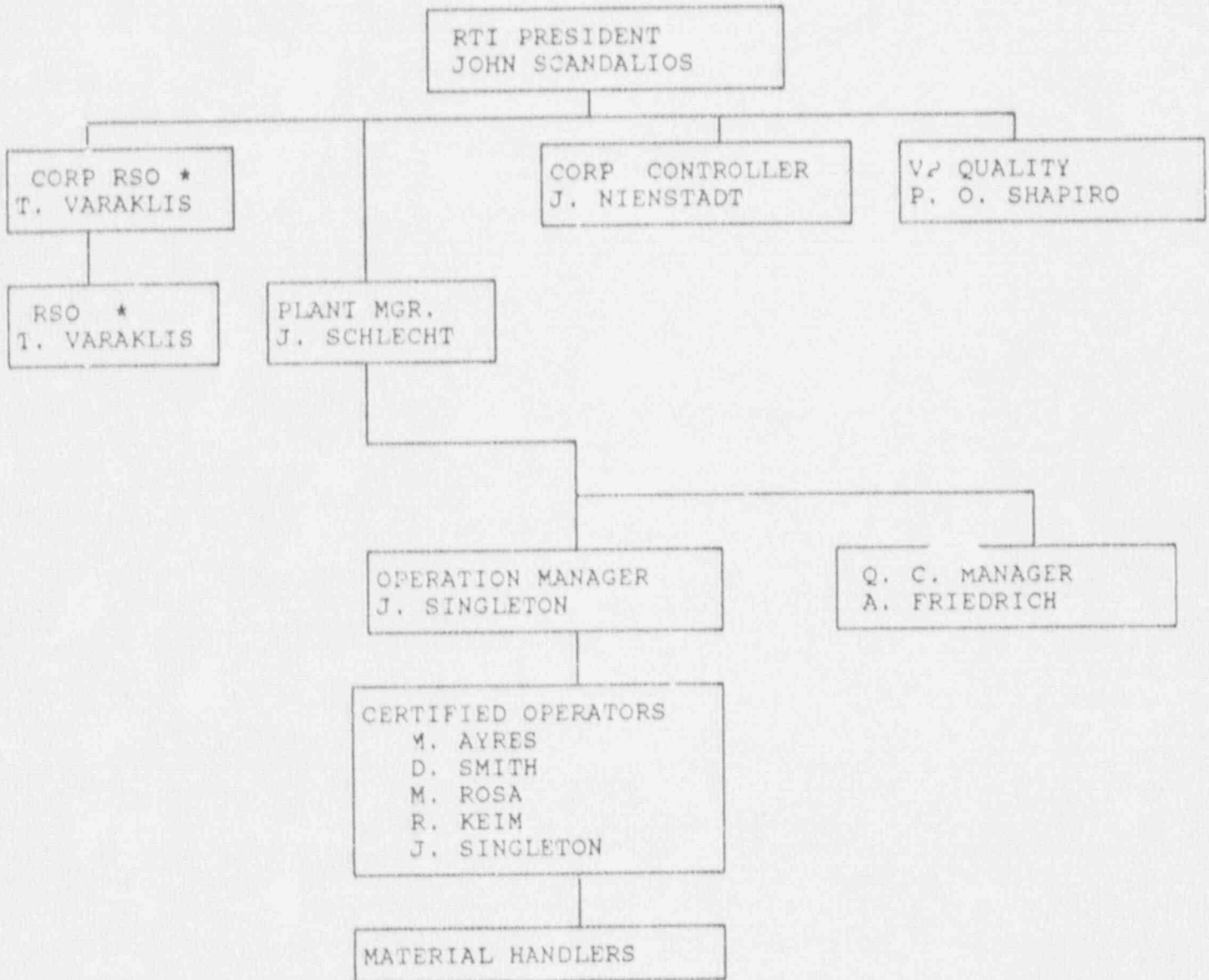
By 
John N. Scandios, President

CONSULTANT


T. A. Varaklis

PROCESS TECHNOLOGY OF NORTH JERSEY

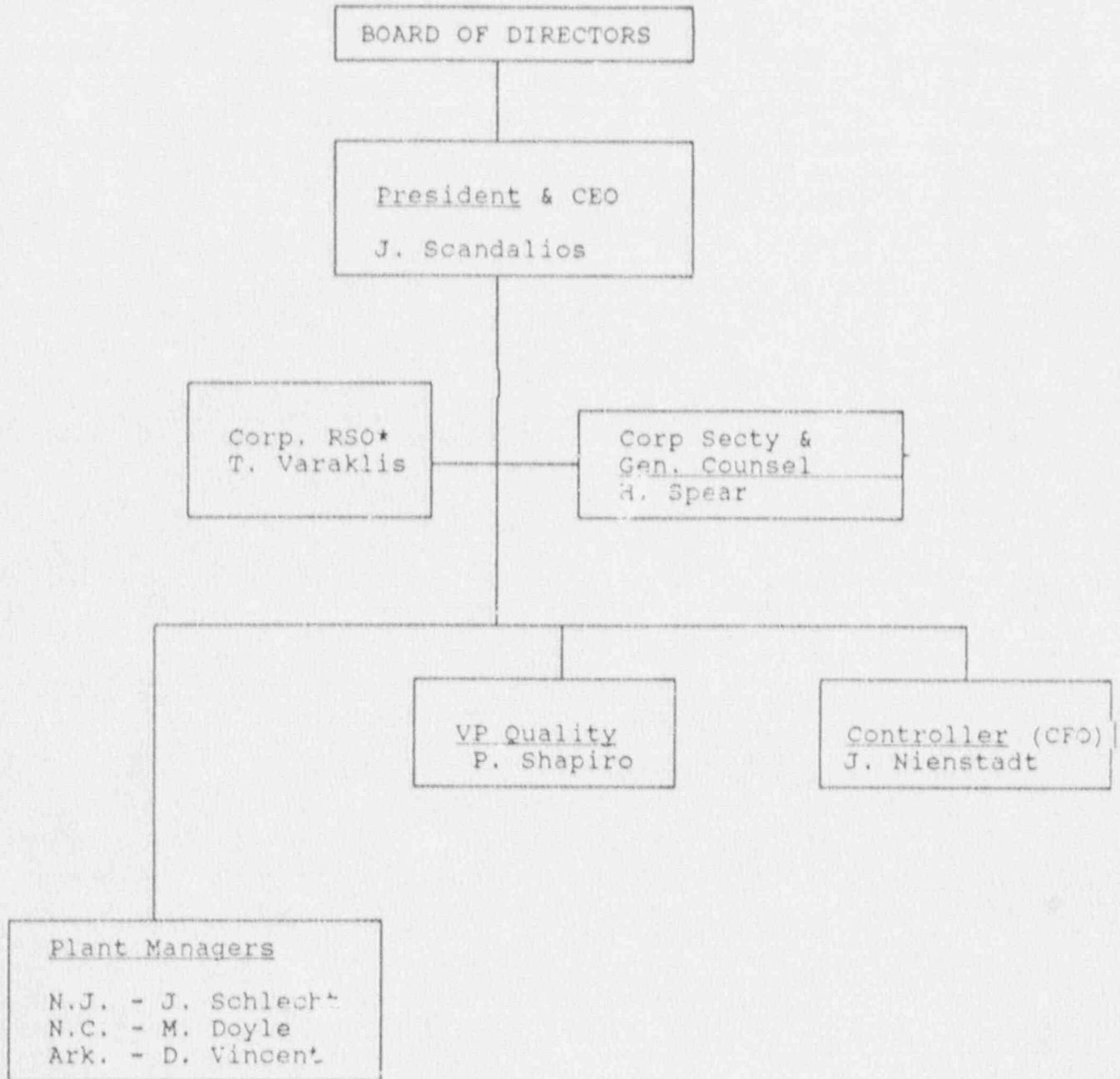
ORGANIZATIONAL CHART



JULY 19, 1989

*On a Consultant Capacity

RTI INC CORPORATE ORGANIZATIONAL CHART



7/19/89

VICE PRESIDENT OF OPERATIONS RESIGNS

Process Technology of North Jersey's (a.k.a. RTI) Vice President of Operations/Corporate Radiation Safety Officer, Tass Varaklis informed Region I on July 19, 1989, that he was resigning from the company, effective July 28, 1989. The Vice President indicated that he will remain with the company in the capacity of a consultant.

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