POOR LEGIBILITY

ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ
DUE TO THE QUALITY OF THE ORIGINAL

The Law Offices of

TIMOTHY C. CRONIN, ESQ.

ATTORNEYS AT LAW

NORTHERN CALIFORNIA

744 MONTGOMERY STREET
SECOND FLOOR
SAN FRANCISCO, CA 94111
TELEPHONE (415) 951-0166
FACSIMILE (415) 951-0167

SOUTHERN CALIFORNIA

202 FASHION LANE
SUITE 208
TUSTIN, CA 92780
TELEPHONE (714) 505-9365
FACSIMILE (714) 505-3792

Please reply to Southern California

Via Federal Express

October 1, 2006

Ms. Linda Ketellapper
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

Re: 104(e) Request for Information - Omega Superfund Site
Real Property at 8915 Sorensen Avenue, Santa Fe Springs, CA

Dear Ms. Ketellapper:

This letter is in response to your June 27, 2006 request for information from our client Mr. Robert O. Berg, regarding the Omega Superfund Site and Real Property located at 8915 Sorensen Avenue in Santa Fe Springs, California.

Please be advised that this office represents Mr. Berg in ongoing litigation involving the 8915 Sorensen Avenue property and any further requests for information should be directed to our Tustin office.

At this time, my client is providing the Environmental Protection Agency with this requested information based upon the best of his knowledge and belief and reserves the right to supplement his responses should additional information become available in the future.

Should you have any additional questions, please call. Thank you.

Very truly yours,

THE LAW OFFICES OF
TIMOTHY C. CRONIN, ESQ.

DEVON M. LYON, ESQ.

ENCLOSURE B: ANSWERS

1. Christian Crutchfield Chapman, Esq.
Devon M. Lyon, Esq.
Timothy C. Cronin, Esq.
The Law Offices of Timothy C. Cronin, Esq.
Address: 202 Fashion Lane, Suite #208, Tustin, CA 92780
Attorneys for Robert O. Berg, Donna Berg, Pearl Rosenthal, and the Estate of Arnold Rosenthal.

2. To the best of my knowledge and belief, I was a part owner of the 8915 Sorensen Avenue property (hereinafter "Angeles Site") from May of 1975 until approximately September of 1993. (A true and correct copy of the ownership and purchase documents are attached hereto as "A".)

3. To the best of my knowledge and belief, the Angeles Site was purchased from the Southern Pacific Industrial Development Company. The last known address of the Southern Pacific Industrial Development Company is 610 South Main St., Los Angeles, CA 90014; phone number (213) 624-6161. (A true and correct copy of the ownership and purchase documents are attached hereto as Exhibit "A".)

4. My percentage of ownership of the Angeles site was sold to the Angeles Chemical Company (hereinafter "Angeles"). (A true and correct copy of the documents governing the transfer of my portion of ownership in the Angeles site to Angeles is attached hereto as Exhibit "B".)

5. To the best of my knowledge and belief, during my part ownership of the Angeles site, I also owned the Angeles Site with my wife Donna Berg (May of 1975 until September of 1993), John and Janyce Locke (May of 1975 through September of 1993), and Arnold and Pearl Rosenthal (May of 1975 until March of 1994).

6. To the best of my knowledge and belief, the Locke, Rosenthal and Berg partnership (hereinafter "LR&B Joint Venture") owned the Angeles Site from May of 1975 until the various partners sold their interest. The LR&B Joint Venture was a partnership agreement among the three married couples. Each husband/wife couple owned a one-third interest in the Angeles Site. (A true and correct copy of the ownership and purchase documents, including the joint venture agreement, are attached hereto as Exhibit "A".)

7. All requested documents within my possession, custody, or control, including copies of the Articles of Incorporation, Partnership Agreement, Articles of Organization and any and all known amendments, are attached hereto as Exhibit "C".

8. To the best of my knowledge and belief, the ownership dates are provided in response to requests number 5 and 6 and all documents are attached hereto as Exhibit "A".

9. A true and correct copy of the purchase agreement is attached hereto as Exhibit "D".

10. To the best of my knowledge and belief, in or around December of 1975, American Cryogenics, Inc. (now known as Liquid Air Inc.) quit claimed, via a Corporation Quitclaim, to the LR&B Joint Venture a piece of land (approximately 362 square feet), now described as part of the Angeles Site. However, the quitclaim deed was inadvertently not conveyed with subsequent Grant Deeds. As such, this piece of property is technically still partially owned by Robert Berg, but this mistake is currently being clarified with the Los Angeles County Recording Office. At the present time, we cannot locate any documentation regarding this deed, I will supplement my answer should such documentation become available.

11. John and Janyce Locke were my friends and business associates and Arnold and Pearl Rosenthal were my friends and business associates.

12. Donna M. Berg is my wife.

13. FOIA ex 6, Personal Privacy

14. To the best of my knowledge and belief, the LR&B Joint Venture leased the Property to Angeles. (A true and correct copy of the June 1, 1975 lease is included in Exhibit "A".)

15. To the best of my knowledge and belief, Angeles operated a chemical repackaging facility from 1976 until 2000 on parcel number 8168-012-010, also known as 8915 Sorensen Avenue (Angeles site). To the best of my knowledge and belief, Angeles had no relations to the companies operating at 8915 and 8831 Sorensen Avenue in Santa Fe Springs, California.

16. The legal descriptions of the Angeles site that are within my possession, custody, or control, are attached hereto as Exhibit "E".

17. True and correct copies of all documents in my possession, custody or control evidencing transfer of the Angeles Site to the Cynthia Pacheco 1993 BETA Trust and to the Robert O. Berg Jr. 1993 BETA Trust are attached hereto as Exhibit "B".

18. To the best of my knowledge and belief, Donna Berg and I granted our one-third interest in the Angeles Site as follows: an undivided one-sixth interest in the Property to Norman M. Spieler, as Trustee of the Cynthia Pacheco 1993 BETA Trust on October 1, 1993, and an undivided one-sixth interest in the Property to the Robert O. Berg Jr. 1993 BETA Trust on September 28, 1993. (True and correct copies of documents within my possession, custody, or control, which evidence that transfer are attached hereto as Exhibit "B".)

19. See response to request number 18 above.

20. True and correct copies of all documents in my possession, custody or control documenting the 1994 sale is attached hereto as Exhibit "B".

21. To the best of my knowledge and belief the Angeles site was owned by the following entities or individuals from 1970 to the present:
Pre-May of 1975: Southern Pacific Industrial Development Company owned the Angeles Site prior to May 31, 1975, but it is unknown for how long.
May of 1975 until September of 1993: I owned a portion of the property under the LR&B Joint Venture. To the best of my knowledge and belief, the Rosenthals transferred their interest in the property in or around March of 1994.
Approximately September of 1993 until February of 2002: Angeles.
February of 2002 to the present: Greve Financial Services, Inc.

22. To the best of my knowledge and belief, I received an Imminent and Substantial Endangerment Order on February 10, 1993.

23. A copy of the Imminent and Substantial Endangerment Order is attached as Exhibit "F".

EXHIBIT A

A G R E E M E N T

This agreement of joint venture is executed this 30th day of May, 1975, by and between JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife, who are sometimes hereinafter referred to alternatively as Party #1 or as "Locke", ROBERT O. BERG and DONNA M. BERG, husband and wife, hereinafter sometimes referred to alternatively as Party #2 or as "Berg", and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife, hereinafter sometimes referred to alternatively as Party #3 or as "Rosenthal".

W I T N E S S E T H :

1. The above named parties desire to associate themselves together for the purchase of an unimproved parcel of real property, situated in the City of Santa Fe Springs, County of Los Angeles, State of California.

2. It is the intention of the parties that each respectively, Locke as Party #1, Berg as Party #2 and Rosenthal as Party #3 will acquire an undivided one-third interest in said unimproved real property.

3. The parties further intend after acquiring said real property to enter into a lease of the same, the terms of which will provide for the development of said real property for commercial purposes.

4. The parties wish also to provide for management of the joint venture, as may be necessary, and

the preparation of tax returns and other accounting matters and further to provide, in the event of a desire by one or more of the parties to sell, for a binding requirement to offer the right of first refusal to the remaining party or parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

I

NAME, BUSINESS AND PRINCIPAL PLACE OF BUSINESS:

a. The joint venture shall operate under the name of L. R. & B., a joint venture.

b. Notwithstanding the use of the name of L. R. & B., title to the herein below described real property shall be acquired as follows: John G. Locke and Janyce B. Locke, husband and wife, as community property, as to an undivided one-third interest; Robert O. Berg and Donna M. Berg, husband and wife, as community property, as to an undivided one-third interest; and, Arnold Rosenthal and Pearl Rosenthal, husband and wife, as joint tenants, with rights of survivorship, as to an undivided one-third interest.

c. The principal purpose of the joint venture shall be to acquire the herein below described unimproved real property and subsequently to lease said property under a 30-year lease which will provide for the commercial development of the said property. The fiscal year of the joint venture shall be calender.

d. The offices of the joint venture shall be located in care of John G. Locke, 20449 Rancho, Los Cerritos, Covina, California. The joint venture may change such office location or establish such additional offices as may be agreed upon by the parties hereto.

II

TERMS OF THE JOINT VENTURE:

The joint venture commenced on the day of May, 1975, and shall continue for a period of 30 years or until dissolved, as hereinafter provided.

III

CAPITAL OF THE JOINT VENTURE:

The capital of the joint venture shall consist of the unimproved real property which is situated in the city of Santa Fe Springs, County of Los Angeles, State of California, which is legally described as follows:

> Parcel 2, in the city of Santa Fe Springs, County of Los Angeles, State of California, as shown as a parcel Map No. 1646 filed in Book 27, Page 2 of Parcel Maps in the Office of the County Recorder of said county.

The aforesaid unimproved real property consists of a net acreage of approximately 1.80 acres. Acquisition of said land shall not include certain oil, gas, and other hydro-carbon substances and minerals for certain periods of time, as more fully set forth in the documents of title acquisition.

IV

PROFITS AND LOSSES:

a. The parties shall share in profits and losses of the joint venture on the following basis:

John G. Locke and Janyce B. Locke	:	33 1/3%
Robert O. Berg and Donna M. Berg	:	33 1/3%
Arnold Rosenthal and Pearl Rosenthal	:	33 1/3%.

b. The shares of each of the parties to the

profits of the joint venture shall be paid to them on a monthly basis from a bank account established under the name of L. R. & B. Payments made from said account shall be made to John G. Locke, for the interest of John G. Locke and Janyce B. Locke, Robert O. Berg, for the interest of Robert O. Berg and Donna M. Berg, and Arnold Rosenthal, for Arnold Rosenthal and Pearl Rosenthal, except and unless the parties shall instruct L. R. & B.'s manager to make payments in a different manner.

c. The expenses of the joint venture shall include all accounting expenses, the preparation of annual joint venture tax returns, liability insurance, supplies, stationery and other expenditures necessary to operate the joint venture.

d. Full and accurate accounts of all transactions of the joint venture shall be kept in proper books of accounts and said accounts shall be at all times kept at the place of business of the joint venture and each party shall at all times have access thereto and may inspect and copy the same.

e. The joint venture shall employ a qualified accountant to supervise the bookkeeping and accounting records of the joint venture in accordance with commonly accepted accounting methods consistently applied, and to prepare its financial statements and income tax returns. The joint venture books shall be closed once each year.

V

MANAGEMENT OF JOINT VENTURE:

DUTIES AND RESTRICTIONS

a. The conduct of affairs of the joint venture shall be directed by a manager. The first person to act hereunder as a manager shall be John G. Locke. The manager shall maintain one or more bank accounts in such places and amounts as agreed upon in the name of L. R. & B. The signature of the manager shall be sufficient on checks or otherwise to affect withdrawals from such accounts.

b. A two-thirds vote of the parties hereto will be sufficient to decide a change of manager and to determine all matters relating to management of the joint venture.

c. Meetings of the parties hereto shall be called upon written notice by registered or certified mail giving 10 days notice or by waiver of the parties, however, a meeting shall not be required to validate a vote upon any issue by two-thirds of the parties.

d. No party hereto, without consent of the other parties, shall:

1. Borrow or lend money on behalf of the joint venture.

2. Assign, transfer or pledge any debts due to the partnership, or release any such debts, except upon payment in full.

3. Make an assignment for benefit of creditors.

4. Execute any bond, guarantee, confession of judgment, contract to sell, bill of sale, deed, mortgage, or lease relating to any substantial part of the assets of the joint venture, nor of his interest therein.

5. Sell, assign or pledge his interest in the joint venture or enter into any agreement as a result of which any person, firm or corporation shall become interested with him in the partnership.

e. The parties hereto agree that they will subordinate their interest in the hereinabove described real property in a situation where it is decided to borrow funds from a bank or savings and loan association to be utilized for the purpose of the construction of a building or commercial facilities upon the real property.

VI

TERMINATION OF THE JOINT VENTURE:

Termination of the joint venture prior to expiration of its term of 30 years will occur upon the sale of the real property. Sale may be accomplished by all parties agreeing or failing such agreement by a vote of two-thirds of the parties favoring such sale. Any party or parties not voting in favor of the sale shall have the right to purchase the interest(s) of the parties voting for sale, as provided for hereinbelow in Article VII; provided, however, further, if any such party or parties not voting for sale does not elect to purchase the interest(s) proposed to be sold, such party or parties shall

nevertheless be bound by the two-thirds vote of the parties voting for sale, and in such a situation, the party or parties voting against sale shall sign all documents of sale as required to complete the sale; and, furthermore, any such party or parties agrees hereby that if he (they) fail or refuse to sign the documents of sale, their signature may be affixed to the documents of sale by the selling parties whom they hereby irrevocably appoint as their agents for such purposes.

VII

SALE OF A PARTY'S INTEREST:

In the event a party desires to sell, assign, transfer or convey all or any part of his interest in the co-venture real property to any person who shall make an offer for the purchase thereof, such party (hereinafter referred to as the "selling party") shall have the right to sell the whole or any part of such interest only after complying with the following:

a. Such selling party shall send a copy of such bona fide offer by registered or certified mail to the non-selling party or parties at the addresses set forth for each as provided in this agreement. The copy of such bona fide offer must contain the name of the proposed transferee, the interest to be transferred, the price to be paid and all other terms and conditions of the proposed transfer. The non-selling party or parties shall be given not less than 15 days from the date of mailing of said

bona fide offer to them, or not less than 10 days from the date of receipt of personal delivery of such bona fide offer by them within which to elect to purchase all of the offered interest. In the event there is more than one non-selling party, each of such non-selling parties shall be entitled to purchase an equal portion of the interest which the selling party proposes to sell, and where there is more than one non-selling party and one of the non-selling parties does not desire to purchase the offered interest, then the remaining party may purchase all of the interest offered for sale. The right of the non-selling party or parties to exercise the option to purchase is dependent upon all of the offered interest being purchased upon the terms and conditions contained in the said bona fide offer.

b. If the non-selling party or parties desire to purchase the interest offered for sale, notice of election to exercise the option to purchase shall be given in writing either in person or via registered or certified mail to the address of the selling party at the address provided for in this agreement within the time period hereinabove provided for in paragraph (a).

c. In the event that the non-selling party or parties do not exercise the option to purchase the interest offered for sale, the selling party may sell his interest according to the terms of the said bona fide offer.

d. It is the intent of the parties that should

a two-thirds vote in favor of sale of the real property be made, the terms of this article shall be applicable so that the remaining non-selling party (parties) shall be afforded the option to purchase the interest of the selling parties.

VIII

NOTICES:

All notices required to be given hereunder shall be deemed to be duly given by personally delivering such notice or by mailing it via registered mail or certified mail to the parties at the following addresses:

John G. Locke and Janyce B. Locke
20449 Rancho Los Cerritos, Covina, Ca. 91724

Robert O. Berg and Donna M. Berg
93-A Surfside, California 90743

Arnold Rosenthal and Pearl Rosenthal
838 North Doheny, Los Angeles, Ca. 90069.

The above addresses may only be changed by giving written notice of such change of address by registered or certified mail to all of the other parties hereto.

IX

FURTHER ASSURANCES:

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this agreement.

X

INUREMENT:

The provisions of this agreement shall inure to the benefit and shall be binding upon the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto. Each of the parties agrees to insert in his will a direction and authorization to his executor to fulfill and comply with the provisions hereof. Each of the parties agrees that he will not hypothecate or otherwise create or suffer to exist any lien, claim, or encumbrance upon any of his interest at any time subject thereto, other than the encumbrance created by this agreement.

XI

ARBITRATION:

In case of any dispute among the parties hereto, involving the interpretation of this agreement or any matter relating thereto, the parties agree to submit the dispute to arbitration by the American Arbitration Association in accordance with the rules and procedures of such association.

XII

CONSTRUCTION:

Whenever used herein, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context

so indicates.

WITNESSETH our hands in Los Angeles County this 30th day of May, 1975.

Party #1:

John G. Locke

Janyce B. Locke

Party #2:

Robert O. Berg

Donna M. Berg

Party #3:

Arnold Rosenthal

Pearl Rosenthal

EXHIBIT B

Order No.
Escrow No.
Loan No.

93 1929654

WHEN RECORDED MAIL TO:
Jeffrey Lapota, Esq.
Cox, Castle & Nicholson
2049 Century Park East, #2800
Los Angeles, CA 90067

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. PAST 11 A.M. OCT 1 1993

FEE $8 F
2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
John Locke
8915 Sorenson Avenue
Santa Fe Springs, CA 90670

DOCUMENTARY TRANSFER TAX $ -0-*
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name

GRANT DEED

FOR ~~XXXXXXXXXX~~ NO CONSIDERATION, receipt of which is hereby acknowledged,
ROBERT O. BERG and DONNA M. BERG, husband and wife, dealing with their community property

hereby GRANT(S) to NORMAN M. SPIELER as Trustee of the ROBERT O. BERG, JR. 1993 BETA TRUST dated September 28, 1993 an undivided one-sixth (1/6) interest in

the real property in the City of Santa Fe Springs
County of Los Angeles, State of California, described as

Parcel 2 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Parcel Map No. 1646 filed in Book No. 27, Page 2 of Parcel Maps in the Office of the Los Angeles County Recorder

* This is a bonafide gift and the grantor received nothing in return, R&T 11911.

Dated Sept 28, 1993

ROBERT O. BERG

DONNA M. BERG

STATE OF CALIFORNIA
~~COUNTY OF~~
On
before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

Form 3105

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On September 28, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT O. BERG and DONNA M. BERG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the within instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
ANTHONY E. ARN
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
August 8, 1994

Anthony E Arn
Notary Public

93 1929654

2/2

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT NOTE-INTEREST INCLUDED)

Santa Fe Springs, California
$216,000.00 October 1, 1993

In installments as herein stated, for value received, the undersigned promises to pay to Norman M. Spieler, as Trustee of the Robert O. Berg, Jr. 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest, and the Cynthia Pacheco 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest, at Santa Fe Springs, California, the sum of two hundred sixteen thousand ($216,000.00) dollars, with interest from October 1, 1993, on unpaid principal at the rate of seven and one half (7.5%) percent per annum; principal and interest payable in installments of two thousand ($2,000.00) dollars or more on the first day of each month, beginning on the first day of October, 1993, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay all costs of collection, including reasonable attorney's fees.

This note is secured by one of the three Deeds of Trust, of even date herewith, all of which have equal priority, to Chicago Title Company as Trustee, executed by the undersigned in favor of the herein named payees, Norman M. Spieler, Trustee for the Robert O. Berg, Jr. 1993 BETA Trust dated September 28, 1993, as to an undivided one sixth (1/6th) interest, and Cynthia Pacheco 1993 BETA Trust dated September 28, 1993, as to an undivided one sixth (1/6th) interest, and is given as part of the purchase price for their ownership interest in the real property described in said Deed of Trust.

ANGELES CHEMICAL CO., INC.

By: John G. Locke
John G. Locke,
President

By: Robert O. Berg
Robert O. Berg
Secretary

Spieler.Not

RECORDING REQUESTED E)

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: Angeles Chemical Co., Inc.

Street Address: 8915 Sorensen Avenue

City & State Zip: Santa Fe Springs, CA 90670

Title Order No. _____ Escrow No. _____

)

94-1348624

JUL 14 1994

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COPY

8168-012-011

CTC 1-103 (8-93)

Quitclaim Deed

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS $ 237.60

☐ _____ unincorporated area ☐ City of Santa Fe Springs

Parcel No. 1646

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Norman M. Spieler, as Trustee of the Robert O. Berg, Jr. 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest; and Norman M. Spieler, as Trustee of the Cynthia Pacheco 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest.

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

Angeles Chemical Co., Inc.,
a California corporation

the following described real property in the City of Santa Fe Springs county of Los Angeles, state of California:

(See attached description)

Quitclaim includes 6168-012-010 as legal description is 1.8 acres.

Dated October 1, 1993

Norman M. Spieler, Trustee of the Robert O. Berg, Jr. 1993 BETA Trust and of the Cynthia Pacheco 1993 BETA Trust dated September 28, 1993.

STATE OF CALIFORNIA
COUNTY OF Los Angeles } S.S.

On April 4, 1994 before me, Robert King

a Notary Public in and for said County and State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

(This area for official notorial seal)

2/5

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

AND WHEN RECORDED MAIL TO

NAME ANGELES CHEMICAL CO., INC.
ADDRESS 8915 Sorensen Avenue
CITY & STATE Santa Fe Springs, CA 90670

Title Order No._____ Escrow No._____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

8168-012-011

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

This Deed is one of three Deeds of Trust, of even date, and all of which have equal priority.

This DEED OF TRUST, made the 1st day of October, 1993, between

ANGELES CHEMICAL CO., INC. herein called TRUSTOR,

whose address is 8915 Sorensen Avenue, Santa Fe Springs, California 90670

(Number and Street) (City) (State) (Zip Code)

CHICAGO TITLE COMPANY, a California Corporation, herein called TRUSTEE, and Norman M. Spieler, as Trustee of t bert O. Berg, Jr. 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest, and Norman M. Spieler, Tru the Cynthia Pacheco 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 inter herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in the City of Santa Fe Springs County Los Angeles ,California, described as:

See attached legal description

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of $ 216,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page 149774					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximun allowed by laws.

_____ The foregoing assignment of rents is absolute unless initialed here, in which case, the assignment serves as additional security.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

ANGELES CHEMICAL CO., INC.
Signature of Trustor

John G. Locke

JOHN G. LOCKE, President

Robert O. Berg

ROBERT O. BERG, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } S.S.

On April 12, 1994 before me,

Kathryn A Graber

a Notary Public in and for said County and State, personally appeared John G. Locke, President and Robert O. Berg, Secretary

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Kathryn A Graber

(This area for official notorial seal)

FORM 2962 (4-93)

3/5

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Tr and incorporated by reference in said Deed of trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good a workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materi furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit wa thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts wh from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any f or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at opti of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any defa or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to p all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trust may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; wh due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees a expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without noti to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as eit may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defe any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise a encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necess expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allow by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby a amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned a shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for dispositi of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment wh due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed a said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: recon any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or a agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trust for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, with warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. T Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trus to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secur hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any su default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequa of any security for the indebtness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwi collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, includi reasonable attorney's fees, upon any indebetedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possessi of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of defa hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may decl all sums secured hereby immediatly due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of defa and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Dee said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to ti thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its de conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusi proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply t proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at t date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a succes or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in t office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must cont the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Truste

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, deviseese, administrators, executors, successo and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary here In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plur

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligat to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a pa unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO CHICAGO TITLE COMPANY

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of debtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parti designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be ma

DEED OF TRUST

Chicago Title Company

4/5

EXHIBIT "A"

All that certain real property situate in the City of Santa Fe Springs, County of Los Angeles, State of California, being all of that certain 1.80 acre parcel of land designated by the number "2" on PARCEL MAP NO. 1646, filed for record August 3, 1970 in Book 27, Page 2 of Parcel Maps in the office of the County Recorder of said County.

Together with all of Grantor's right, title and interest in and to that portion of the westerly half of Sorenson Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that Grantor, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and five hundred (500) feet below said surface.

MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF ANGELES CHEMICAL, CO, INC.

BY CONSENT

The Board of Directors of Angeles Chemical Co, Inc., a California Corporation, by Consent hereby authorizes and approves the purchase of the real property where the Company's business is located, the address of which is 8915 Sorensen Avenue, Santa Fe Springs, California 90670, and the legal description of which is as set forth on the attached legal description for said real property.

The terms of the purchase shall be $648,000.00, to be paid by the giving of three equal corporation Notes made payable to the Sellers, each in the amount of $216,000.00, secured by Deeds of Trust, dated October 1, 1993, and providing for payments of $6,000.00 a month, divided into 3 equal sums of $2,000.00, payable by Angeles Chemical Co., Inc. to each of the three Sellers, and providing for interest at the rate of 7.5% per annum, principal and interest payable until the note is satisfied in full.

RESOLVED, The Board of Directors of Angeles Chemical Co., Inc. does hereby authorize and approve the aforesaid purchase of real property and the giving of three equal corporate Notes, secured by Deeds of Trust, in the total amount of $648,000.00 (3 Notes for $216,000.00 each) with interest and principal payable at the rate of 7.5% per annum, with monthly payments in the amount of $6,000.00 per month, commencing October 1, 1993, to three Sellers of the real property situated at 8915 Sorensen Avenue, Santa Fe Springs, California 90670, said payments to be made in 3 equal amounts of $2,000.00 each to the three Sellers, principal and interest payable until the note is satisfied in full.

RESOLVED FURTHER, the President and Secretary of the Corporation are authorized and directed to take such steps and sign such documents as to accomplish the aforesaid.

Dated: Effective October 1, 1993.

John G. Locke, President

Robert O. Berg, Secretary

Angeles\Sp-mns

EXHIBIT "A"

All that certain real property situate in the City of Santa Fe Springs, County of Los Angeles, State of California, being all of that certain 1.80 acre parcel of land designated by the number "2" on PARCEL MAP NO. 1646, filed for record August 3, 1970 in Book 27, Page 2 of Parcel Maps in the office of the County Recorder of said County.

Together with all of Grantor's right, title and interest in and to that portion of the westerly half of Sorenson Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that Grantor, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and five hundred (500) feet below said surface.

EXHIBIT C

AMERICAN IND TIAL REAL ESTATE ASSOCIATION

Standard Industrial Lease

OF

UNIMPROVED LAND

1. Parties. This Lease, dated, for reference purposes only, June 1 1975, is made by and between John G. Locke and Janyce B. Locke, Robert O. Berg and Donna M. Berg, and Gerald Rosenthal and Jeanne Rosenthal herein called "Lessor" and Angeles Chemical Co. Inc. a California corporation herein called "Lessee".

2. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Los Angeles, State of California, commonly known as unimproved real Property consisting of approximately 1.9 acres on the west side of Sorenson Ave. Santa Fe Springs and described as

Parcel 2 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on a parcel map No. 1645 filed in Book No. 27, Page 2 of Parcel of Maps in the Office of the Los Angeles Recorder.

Said real property including the land and all improvements thereon, is herein called "the Premises".

3. Term.

3.1 Term. The term of this Lease shall be for ten (10) years commencing on June 1, 1975 and ending on May 31, 1985 unless sooner terminated pursuant to any provision hereof.

3.2 Delay in Commencement. Notwithstanding said commencement date, if for any reason Lessor cannot deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee; provided, however, that if Lessor shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Lessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Lessee shall pay rent for such period at the initial monthly rate set forth below.

4. Rent; Net Lease.

4.1 Rent. Lessee shall pay to Lessor as rent for the Premises One Hundred Forty-four Thousand ------ Dollars ($ 144,000.00), payable in equal monthly installments of $ 1,200.00, in advance, on the first day of each month of the term hereof. Lessee shall pay Lessor upon the execution hereof $ 1,200.00 as rent for the month of June, 1975. Additional rent shall be paid for cost of living increases as further provided herein in paragraph No. 17.

Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

4.2 Additional Rent. This Lease is what is commonly called a "net lease", it being understood that Lessor shall receive the rent set forth in Paragraph 4.1 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent reserved by Paragraph 4.1, Lessee shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the term hereof. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Lessee to pay any of such costs, charges or expenses, Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Lessee, and that Lessee shall in no event be entitled to any abatement of or reduction in rent payable hereunder, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof $ 00000 as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the Premises.

6. Use.

6.1 Use. The Premises shall be used and occupied only for Distribution Center for sale of petroleum solvents, petroleum products and chemicals.

6.2 Compliance with Law. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Premises. Lessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall tend to disturb such other tenants.

6.3 Condition of Premises. Lessee hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business.

7. Maintenance, Repairs and Alterations.

7.1 Lessee's Obligations. Lessee shall during the term of this Lease keep in good order, condition and repair, the Premises and every part thereof, structural or nonstructural, and all adjacent sidewalks, landscaping, driveways, parking lots, fences and signs located in the areas which are adjacent to and included with the Premises. Lessor shall incur no expense nor have any obligation of any kind whatsoever in connection with maintenance of the Premises, and Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Premises in good order, condition and repair.

7.2 [illegible]

7.3 Lessor's Rights. If Lessee fails to perform Lessee's obligations under this Paragraph 7, Lessor may at its option (but shall not be required to) enter upon the Premises, after ten (10) days' prior written notice to Lessee, and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the rate of 10% per annum shall become due and payable as additional rental to Lessor together with Lessee's next rental installment.

RRS06843

7.4 Alterations and Additions.

(a) Lessee shall not, without Lessor's prior written consent, make any alterations, improvements, additions, or utility installations in, on or about the Premises, except for non-structural alterations not exceeding $1,000 in cost. As used in this Paragraph 7.4, the term "utility installations" shall include bus ducting, power panels, fluorescent fixtures, space heaters, conduits and wiring. As a condition to giving such consent, Lessor may require that Lessee agree to remove any such alterations, improvements, additions or utility installations at the expiration of the term, and to restore the Premises to their prior condition. As a further condition to giving such consent, Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvement, to insure Lessor against any liability for mechanics' and materialmen's liens and to insure completion of the work. (SEE PARA. 18 BELOW).

(b) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law.

(c) Unless Lessor requires their removal, as set forth in Paragraph 7.4(a), all alterations, improvements, additions and utility installations (whether or not such utility installations constitute trade fixtures of Lessee), which may be made on the Premises, shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Paragraph 7.4(c), Lessee's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Paragraph 7.2.

8. Insurance; Indemnity.

8.1 Insuring Party. As used in this Paragraph 8, the term "insuring party" shall mean the party who has the obligation to obtain the insurance required hereunder. The insuring party in this one shall be designated in paragraph 16.21. Whether the insuring party is the Lessor or the Lessee, Lessee shall, as additional rent for the Premises, pay the cost of all insurance required hereunder. If Lessor is the insuring party Lessee shall, within ten (10) days following demand by Lessor, reimburse Lessor for the cost of the insurance so obtained.

8.2 Liability Insurance. The insuring party shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than $200,000 for injury to or death of one person in any one accident or occurrence and in an amounts of not less than $600,000 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage of at least $50,000. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. In the event that the Premises constitute a part of a larger property said insurance shall have a Lessor's Protective Liability endorsement attached thereto. If the insuring party shall fail to procure and maintain said insurance the other party may, but shall not be required to, procure and maintain the same, but at the expense of Lessee.

8.3 Property Insurance. The insuring party shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage. Said insurance shall provide for payment for loss thereunder to Lessor or to the holder of a first mortgage or deed of trust on the Premises. If the insuring party shall fail to procure and maintain said insurance the other party may, but shall not be required to, procure and maintain the same, but at the expense of Lessee.

8.4 Insurance Policies. Insurance required hereunder shall be in companies rated AAA or better in "Best's Insurance Guide". The insuring party shall deliver to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No such policy shall be cancellable or subject to reduction of coverage or other modification except after 10 days prior written notice to Lessor. If Lessee is the insuring party, Lessee shall, within 10 days prior to the expiration of such policies, furnish Lessor with renewal or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Paragraph 8.3. If Lessee does or permits to be done anything which shall increase the cost of the insurance policies referred to in Paragraph 8.3, then Lessee shall forthwith upon Lessor's demand reimburse Lessor for any additional premiums attributable to any act or omission or operation of Lessee causing such increase in the cost of insurance. If Lessor is the insuring party, and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Lessor shall deliver to Lessee a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

8.5 Waiver of Subrogation. Lessee and Lessor each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

8.6 Indemnity. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or thing done, permitted or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

8.7 Exemption of Lessor from Liability. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or omission of any other tenant, if any, of the building in which the Premises are located.

9. Damage or Destruction; Obligation to Rebuild. In the event the improvements on the Premises are damaged or destroyed, partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained under Paragraph 8, then Lessee shall repair, restore, and rebuild the Premises to their condition existing immediately prior to such damage or destruction and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. There shall be no abatement of rent or of any other obligation of Lessee hereunder by reason of such damage or destruction. The proceeds of any insurance maintained under Paragraph 8.3 shall be made available to Lessee for payment of the cost and expense of the repair, provided, however, that such proceeds may be made available to Lessee subject to reasonable conditions including, but not limited to, architect's certification of costs and retention of a percentage of such proceeds pending final notice of completion. In the event that such proceeds are not made available to Lessee within ninety (90) days after such damage or destruction, Lessee shall have the option for 30 days, commencing on the expiration of such 90-day period, of cancelling this Lease. If Lessee shall exercise such option, Lessee shall have no further obligation hereunder and shall have no further claim against Lessor; provided, however, that Lessor shall return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor. Lessee shall exercise such option by written notice to Lessor within said 30-day period. Lessor may require that Lessee provide, at Lessee's sole cost and expense, a lien and completion bond to insure against mechanics' or materialmen's liens arising out of the repair, and to insure completion of the repair. In the event that the insurance proceeds are insufficient to cover the cost of the repair, then any amount in excess thereof required to complete the repair shall be paid by Lessee.

10. Real Property Taxes.

10.1 Payment of Taxes. Lessee shall pay all real property taxes applicable to the Premises during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. Lessee shall promptly furnish Lessor with satisfactory evidence that such taxes have been paid. If any such taxes paid by Lessee shall cover any period of time prior to or after the expiration of the term hereof, Lessee's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Lessor shall reimburse Lessee to the extent required. If Lessee shall fail to pay any such taxes, Lessor shall have the right to pay the same, in which case Lessee shall repay such amount to Lessor with Lessee's next rent installment together with interest at the rate of 10% per annum.

10.2 Definition of "Real Property" Tax. As used herein, the term "real property tax" shall include any form of assessment, license fee, commercial rental tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, as against Lessor's right to rent or other income therefrom, or as against Lessor's business of leasing the Premises.

10.3 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.4 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises or elsewhere. When possible, Lessee shall cause its trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.

11. Utilities. Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises.

12. Assignment and Subletting.

12.1 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

[illegible] from any other person shall not be deemed to be a waiver of any provision hereof. Consent to one assignment or subletting [illegible] or be deemed [illegible] consent to any subsequent assignment or subletting.

12.3 Attorney's Fees. In the event that Lessor shall consent to a sublease or assignment under Paragraph 12.1, Lessee shall pay Lessor's reasonable attorneys' fees not to exceed $100 incurred in connection with giving such consent.

13. Defaults; Remedies.

13.1 Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

(a) The vacating or abandonment of the Premises by Lessee.

(b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of three days after written notice thereof from Lessor to Lessee.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice hereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days.

13.2 Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to: the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of the leasing commission paid by Lessor pursuant to Article 15 applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of 10% per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (i) retaking possession of the Premises and recovering from Lessee the amount specified in this Paragraph 13.2(a), or (ii) proceeding under Paragraph 13.2(b).

(b) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of California.

13.3 Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, Lessee shall pay to Lessor a late charge equal to 10% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than [illegible] 25% of the land area of the Premises which is not occupied by any improvements, is taken by condemnation, Lessee may, at Lessee's option, to be exercised in writing only within ten (10) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the building situated on the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.

[illegible]

16. General Provisions.

16.1 Estoppel Certificate.

(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance or refinance the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

16.2 Lessor's Liability. The term "Lessor" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises, and except as expressly provided in Paragraph 15, in the event of any transfer of such title or interest, Lessor herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership.

16.3 Severability: The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16.4 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at 10% per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

16.5 Time of Essence. Time is of the essence.

16.6 Captions. Article and paragraph captions are not a part hereof.

16.7 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

16.8 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Lessor and Lessee respectively at the addresses set forth after their signatures at the end of this Lease.

16.9 Waivers. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

16.10 Recording. Lessee shall not record this Lease without Lessor's prior written consent and such recordation shall, at the option of Lessor, constitute a non-curable default of Lessee hereunder. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

16.11 Holding Over. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

16.12 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.13 Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

16.14 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of Paragraph 16.2, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

16.15 Subordination.

(a) This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead, to do so.

16.16 Attorney's Fees. If either party or the broker named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court. The provisions of this paragraph shall inure to the benefit of the broker named herein who seeks to enforce a right hereunder.

16.17 Lessor's Access. Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Lessor may deem necessary or desirable. Lessor may at any time place on or about the Premises any ordinary "For Sale" signs and Lessor may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" sign, all without rebate of rent or liability to Lessee.

16.18 Signs and Auctions. Lessee shall not place any sign upon the Premises or conduct any auction thereon without Lessor's prior written consent.

16.19 Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

16.20 Corporate Authority. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

16.21 Insuring Party. The insuring party under this lease shall be the _____.

See attached page for additional terms

Executed at: _____

on _____ By _____

Address _____ By _____

"LESSOR"

Executed at: _____

on _____ By _____

Address _____ By _____

"LESSEE"

RRS06846

CONTINUATION OF LEASE DATED JUNE 1, 1975
BETWEEN LOCKE, BERG AND ROSENTEAL and
ANGELES CHEMICAL CO. INC.

17:00 Inflation Rent Adjustment - Consumer Price Index.

17.01 On June 1, 1976, and at the beginning of each ensuing year of this lease dated June 1, 1975, and for the twelve monthly payments beginning with the 1st of June and which shall be due for such ensuing year of the lease, the lessee shall pay the monthly rent of $1200.00 per month plus an additional sum to compensate for inflation (if any) as determined in accordance with the provisions of paragraph 17.02 as hereinbelow set forth.

17.02 (1) The lessor shall, as promptly as practicable after the end of the first year of this lease and at the end of each succeeding year of this lease (June 1, 1976, 1977, etc.etc.) compute the increase, if any, in the cost of living since the making of this lease. Such computation shall be based on the Los Angeles - Long Beach Metropolitan Area - All Items Consumer Price Index (the base year of which is 1967 = 100) (hereinafter called the "index") published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) The index number indicated for the month of May, 1975, (May, 1975 = 156.9) shall be the "base index number" and the correspond ing index number for the month of May, 1976, and each succeeding year (May 1977, 1978, etc.) shall be the "current index number".

(3) The current index number shall be divided by the base index number and from the quotient thereof, there shall be subtracted the integer 1, and any resulting positive number shall be deemed to be the percentage of increase in the cost of living.

(4) The percentage of increase multiplied by $1200.00 shall be the increase required to be determined by paragraph 17.01 hereinabove.

(5) The lessor shall, within a reasonable time after obtaining the appropriate date necessary for computing such increase, give the lessee notice of any increase so determined, and the lessor's computation thereof shall be conclusive and binding however shall not preclude any adjustments which may be required in the event of a published amendment of the index figures upon which the computation is based, unless the lessee shall, within sixty days of the giving of such notice, notify the lessor of any claimed error therein. Any dispute between the parties about such computation shall be determined by arbitration.

(6) The rent as so determined (which shall not be less than $1200.00 and which shall be the aggregate of $1200.00 and the "increase" calculated in accordance with sub-paragraphs (1) to (4) of this paragraph 17.02) shall be due and payable to the lessor for one full year of the ensuing year of the lease, excluding only the year following the end of the lease, but to include the years falling within any extension of this lease brought about by the exercise of lessee's option to renew the lease as herein provided.

(7) In the event the publication of the index shall be discontinued, the parties shall accept comparable statistics on the cost of living for the City of Los Angeles - Long Beach Metropolitan Area, as they may be computed and published by an agency of the United States or a responsible financial periodical or recognized authority then to be selected by the parties hereto, or if the parties cannot agree upon a selection by arbitration. In the event of (1) use of comparable statistics in place of the consumer's price index as above-mentioned, or (2) publication of the index figures at other than monthly intervals, there shall be made in the method of computation herein provided for such revisions as the circumstances may require to carry out the intent of this article, and any dispute between the parties as to the making of such adjustment shall be determined by arbitration.

18.00 Improvements to be constructed.

(a) Lessee shall cause improvements to be constructed on the unimproved real property which is the subject of the lease and lessee may further construct or install any type of industrial facilities on the land. Such improvements shall be made in conformance with architectural plans and specifications supplied by lessee, a copy of which shall be furnished to lessor on request.

(b) Unless lessor requires their removal, as set forth hereinbelow, all alterations, improvements, additions and utility installations, which may be made on the premises shall become the property of lessor and remain upon and be surrendered at the expiration of a term.

(c) Lessor, at his election, at the expiration of the lease, may require that lessee remove any such improvements, additions, or utility installations and to restore the land to its prior condition. In the event lessor requires the removal of the aforesaid improvement, additions, and/or utility installations, lessee shall return and surrender the land and/or premises to lessor in the same condition as when received, which return shall include the patching and filling of holes.

19.00 Lessee's option to renew lease.

Lessor grants lessee an option to renew this lease for a period of five years after the expiration of its original term, on the same terms as this lease. In the event that lessee exercises its option the monthly rental to be paid shall be determined in accordance with the provisions contained in paragraphs 17.00 through completion of 17.02. Lessee shall give lessor written notice of its intention to renew at least 60 days prior to the expiration of this lease.

The parties hereto have executed this lease at the place and on the dates specified immediately adjacent to their respective

signatures.

Executed at Los Angeles, California on June 1, 1975.

LESSORS:	LESSEE:
John G. Locke	ANGELES CHEMICAL CO. INC., a California corporation
Janyce B. Locke	By John G. Locke, President
Robert O. Berg	
Donna M. Berg	
Arnold Rosenthal	
Pearl Rosenthal	

ADDENDUM TO STANDARD INDUSTRIAL LEASE
OF UNIMPROVED LAND DATED JUNE 1, 1975

It is hereby agreed that certain additional real property, as described on the attached sheet hereto, shall become a part of that certain property which is leased to Angeles Chemical Co., Inc., a California corporation as per the standard industrial lease of unimproved land dated June 1, 1975, having a term of ten (10) years between JOHN G. LOCKE, JANYCE B. LOCKE, ROBERT O. BERG, DONNA M. BERG, ARNOLD ROSENTHAL and PEARL ROSENTHAL as Lessors and ANGELES CHEMICAL CO., INC. as Lessee.

Dated: December 15, 1975 at Los Angeles, California.

LESSORS:

John G. Locke

Janyce B. Locke

Robert O. Berg

Donna M. Berg

Arnold Rosenthal

Pearl Rosenthal

LESSEE:

ANGELES CHEMICAL CO., INC.,
a California corporation

By John G. Locke, President

RRS06850

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LIQUID AIR INC., a Delaware corporation, who acquired title to the property described below under its former name of American Cryogenics, Inc., a Delaware corporation,
~~a corporation organized under the laws of the state of~~

hereby REMISES, RELEASES AND QUITCLAIMS to JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife, as community property, as to an undivided one-third (1/3) interest, ROBERT O. BERG and DONNA M. BERG, husband and wife, as community property, as to an undivided one-third (1/3) interest, and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife, as joint tenants, ~~that property in~~ with right of survivor~~County, State of California, described as:~~ ship, as to an undivided one-third (1/3) interest,
that property in Los Angeles County, State of California, described as:
That portion of the Colima Tract, in the Rancho Santa Gertrudes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on ~~Map filed in~~ the Superior Court Case No. 4367, County Surveyor's Map No. CF-157, on file in the office of the Surveyor of said County, included within the following described lines:

Beginning at the most southerly corner of the land shown on said Map No. CF-157; thence North 60°48'40" East along the southeasterly boundary of said land, 85.52 feet to a point of cusp with a tangent curve concave northwesterly and having a radius of 372.24 feet; thence southwesterly along said curve, through a central angle of 15°51'39", an arc distance of 103.05 feet to its intersection with the southerly boundary of said land; thence South 78°02'00" East, along said southerly boundary, 21.53 feet to the point of beginning, containing an area of 362 square feet more or less.

SUBJECT to easements, covenants, conditions, restrictions and restrictions of record.

ADDENDUM TO STANDARD INDUSTRIAL LEASE
OF UNIMPROVED LAND DATED JUNE 1, 1975

It is hereby agreed that certain additional real property, as described on the attached sheet hereto, shall become a part of that certain property which is leased to Angeles Chemical Co., Inc., a California corporation as per the standard industrial lease of unimproved land dated June 1, 1975, having a term of ten (10) years between JOEN G. LOCKE, JANYCE B. LOCKE, ROBERT O. BERG, DONNA M. BERG, ARNOLD ROSENTHAL and PEARL ROSENTEAL as Lessors and ANGELES CHEMICAL CO., INC. as Lessee.

Dated: December 15, 1975 at Los Angeles, California.

LESSORS:

John G. Locke

Janyce B. Locke

Robert O. Berg

Donna M. Berg

Arnold Rosenthal

Pearl Rosenthal

LESSEE:

ANGELES CHEMICAL CO., INC.,
a California corporation

By John G. Locke
John G. Locke, President

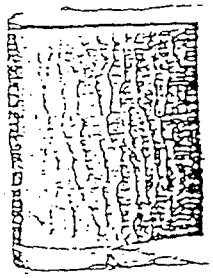
RRS06852

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LIQUID AIR INC., a Delaware corporation, who acquired title to the property described below under its former name of American Cryogenics, Inc., a Delaware corporation,
~~a corporation organized under the laws of the state of~~

hereby REMISES, RELEASES AND QUITCLAIMS to JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife, as community property, as to an undivided one-third (1/3) interest, ROBERT O. BERG and DONNA M. BERG, husband and wife, as community property, as to an undivided one-third (1/3) interest, and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife, as joint tenants with right of survivor ship, as to an undivided one-third (1/3) interest,
~~that property in County, State of California, described as:~~
that property in Los Angeles County, State of California, described as:
That portion of the Colima Tract, in the Rancho Santa Gertrudes, in the City of Santa Fe Springs, County of Los Angeles, State of California as shown on ~~Map filed in~~ the Superior Court Case No. 4367, County Surveyor's Map No. CF-157, on file in the office of the Surveyor of said County, included within the following described lines:

Beginning at the most southerly corner of the land shown on said Map No. CF-157; thence North 60°48'40" East along the southeasterly boundary of said land, 85.52 feet to a point of cusp with a tangent curve concave northwesterly and having a radius of 372.24 feet; thence southwesterly along said curve, through a central angle of 15°51'39", an arc distance of 103.05 feet to its intersection with the southerly boundary of said land; thence South 78°02'00" East, along said southerly boundary, 21.53 feet to the point of beginning, containing an area of 362 square feet more or less.

SUBJECT to easements, covenants, conditions, restrictions and restrictions of record.



RRS06853

02-675722

State of California
Bill Jones
Secretary of State

17

STATEMENT BY DOMESTIC STOCK CORPORATION

Filing Fee $20.00 – If Amendment, See Instructions

IMPORTANT – Read Instructions Before Completing This Form

FILED
In the office of the Secretary of State
of the State of California

AUG 21 2002

BILL JONES, Secretary of State

This Space For Filing Use Only

1. CORPORATE NAME: (Do not enter if name is preprinted.)
ANGELES CHEMICAL CO., INC.
C0637921

2cc

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 20449 RANCHO LOS CERRITOS ROAD	CITY AND STATE COVINA CA	ZIP CODE 91724
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 6055 E. WASHINGTON BL., SUITE 500	CITY LOS ANGELES CA	ZIP CODE 90040
4. MAILING ADDRESS 6055 E. WASHINGTON BL., SUITE 500	CITY AND STATE LOS ANGELES CA	ZIP CODE 90040

LIST THE NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS: (The corporation must have these three officers. The appropriate title for the officer may be added but do not alter or delete the form.)

5. CHIEF EXECUTIVE OFFICER/ JOHN LOCKE	ADDRESS 20449 RANCHO LOS CERRITOS ROAD	CITY AND STATE COVINA CA	ZIP CODE 91724
6. SECRETARY/ JOHN LOCKE	ADDRESS 20449 RANCHO LOS CERRITOS ROAD	CITY AND STATE COVINA CA	ZIP CODE 91724
7. CHIEF FINANCIAL OFFICER/ JOHN LOCKE	ADDRESS 20449 RANCHO LOS CERRITOS ROAD	CITY AND STATE COVINA CA	ZIP CODE 91724

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS: (The corporation must have one or more directors.)

8. NAME JOHN LOCKE	ADDRESS 20449 RANCHO LOS CERRITOS ROAD	CITY AND STATE COVINA CA	ZIP CODE 91724
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: _____

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:

[X] AN INDIVIDUAL RESIDING IN CALIFORNIA.
[ ] A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

AGENT'S NAME: JOHN LOCKE

13. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 20449 RANCHO LOS CERRITOS ROAD	CITY COVINA	ZIP CODE CA 91724

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CHEMICAL DISTRIBUTOR

15. THIS STATEMENT IS TRUE, CORRECT AND COMPLETE.

JOHN LOCKE — PRESIDENT — 7-30-02
TYPE OR PRINT NAME OF OFFICER OR AGENT — SIGNATURE — TITLE — DATE

SO-200 C (REV. 10/00) — Approved by Secretary of State

05-311942

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

FILED
In the office of the Secretary of State
of the State of California

JUL 05 2005

This Space For Filing Use Only

FEES (Filing and Disclosure): $25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)

ANGELES CHEMICAL CO., INC.
C0637921

DUE DATE:

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the City. Items 2 and 3 cannot be P.O. Boxes.)

	STREET ADDRESS	CITY	STATE	ZIP CODE
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	20449 RANCHO LOS CERRITOS ROAD	COVINA CA		91724
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	6055 E WASHINGTON BLVD. #500	LOS ANGELES	CA	90040

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	NAME	ADDRESS	CITY AND STATE	ZIP CODE
4. CHIEF EXECUTIVE OFFICER/	JOHN LOCKE	20449 RANCHO LOS CERRITOS ROAD	COVINA CA	91724
5. SECRETARY/	JOHN LOCKE	20449 RANCHO LOS CERRITOS ROAD	COVINA CA	91724
6. CHIEF FINANCIAL OFFICER/	JOHN LOCKE	20449 RANCHO LOS CERRITOS ROAD	COVINA CA	91724

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

	NAME	ADDRESS	CITY AND STATE	ZIP CODE
7.	JOHN LOCKE	20449 RANCHO LOS CERRITOS ROAD	COVINA CA	91724
8.				
9.				

10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

11. NAME OF AGENT FOR SERVICE OF PROCESS
JOHN LOCKE

	STREET ADDRESS	CITY	STATE	ZIP CODE
12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	20449 RANCHO LOS CERRITOS ROAD	COVINA CA	CA	91724

TYPE OF BUSINESS

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CHEMICAL DISTRIBUTOR

14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	SIGNATURE	TITLE	DATE
JOHN LOCKE	John L. Locke	PRESIDENT	6-30-2005

637921

FILED
In the office of the Secretary of State
of the State of California

NOV 1 1971

EDMUND G. BROWN Jr., Secretary of State
By [signature] Deputy

ARTICLES OF INCORPORATION

OF

ANGELES CHEMICAL CO., INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation, and we do hereby certify:

ARTICLE I

The name of this corporation shall be:

ANGELES CHEMICAL CO., INC.

ARTICLE II

The specific business in which this corporation proposes primarily to engage is in the purchase and sale of petroleum solvents, petroleum products and chemicals of all types and descriptions.

ARTICLE III

The general purposes for which this corporation is formed are:

1. To buy, acquire, transport, produce, sell and otherwise dispose of and deal and trade in petroleum solvents and products, and petroleum of all grades, oil, sulphur, gas, carbon black, asphalt, bitumen and bituminous

substances of all kinds, carbon and hydrocarbon products of all kinds, coal, salts, nitrates, phosphates, natural gas, thermal and medicinal waters, gold, silver, iron, copper and all other metals, minerals and metallic substances, and in general, products of the earth and deposits, both subsoil and surface, of every nature and description.

2. To own, operate, maintain, manage, equip, improve, repair, alter and otherwise deal with, use and enjoy; to invent, design, develop, assemble, build and construct, fabricate, manufacture, buy, import, lease as lessee, and otherwise acquire; to sell, buy retail or wholesale, export, lease as lessor, and otherwise dispose of goods, wares, merchandise, personal property of every sort, nature and description.

3. To construct, lease, rent, buy or otherwise acquire and maintain all facilities necessary or convenient for the prosecution of the business of this corporation.

4. To enter into, make, perform, and carry out contracts of every sort and kind which may be necessary or convenient for the business of this corporation, with any person, firm, corporation, private, public or municipal body politic, any state, territory or municipality of the United States, or any foreign government, colony or body politic.

5. To promote or to aid in any manner, financially or otherwise, any person, corporation or association of

which any shares, bonds, notes, ventures, or other securities or evidences of indebtedness are held directly or indirectly by this corporation; and for this purpose to guarantee the contracts, dividends, shares, bonds, debentures, notes of other persons, corporations or associations and to do any other acts or things designed to protect, preserve, improve or enhance the value of such shares, bonds, notes, debentures or other securities or evidences of indebtedness.

6. To borrow money; to issue bonds, notes, debentures or other obligations of this corporation from time to time for any of the objects or purposes of this corporation, and to acquire the same by mortgage, pledge, deed of trust, or otherwise, and to acquire the same unsecured.

7. To lend money, to purchase, acquire, own, hold, guarantee, sell, assign, transfer, mortgage, pledge or otherwise dispose of and deal in, shares, bonds, notes, debentures, or other securities or evidences of indebtedness of any other persons, corporations, or associations, whether domestic or foreign, and whether now or hereafter organized or existing; and while the holder thereof to exercise the rights, powers and privileges of ownership, including the right to vote thereon, to the same extent as a natural might or could do.

8. To act as a partner or a joint adventurer or

in any other legal capacity whenever deemed advisable by the Board of Directors.

9. To do business anywhere in the world.

10. To have and to exercise all the rights and powers that are now or may hereafter be granted to a corporation by law.

11. To establish and carry out, alter, or amend such systems, plans, or trusts for providing pensions for employees, officers and directors of the corporation as the Board of Directors may determine and so as to be a business expense of the corporation, with or without contributions from the beneficiaries.

12. To provide, alter, or amend such methods or plans for employees, officers and directors to participate in the profits of the corporation as the Board of Directors may determine, including stock purchase plans with restricted stock options..

The above purpose clauses are not limited by reference to or inference from one another. Each clause is to be construed as a separate statement conferring independent purposes and powers on the corporation.

ARTICLE IV

The county in the State of California where the principal office of business transactions of the corporation is

located is Los Angeles.

ARTICLE V

The numbers of directors of the corporation is three (3).

ARTICLE VI

The names and addresses of the persons who are appointed as the first directors of this corporation are as follows:

JOHN G. LOCKE	3440 Wilshire Boulevard, Ste. 1017 Los Angeles, California 90010
ARNOLD ROSENTHAL	3440 Wilshire Boulevard, Ste. 1017 Los Angeles, California 90010
D.M. JAMES	3440 Wilshire Boulevard, Ste. 1017 Los Angeles, California 90010

ARTICLE VII

The total number of shares which the corporation is authorized to issue is 2,500 shares. The aggregate par value of said shares is $25,000.00, and the par value of each share is $10.00. No distinction shall exist between the shares of the corporation or the holders thereof.

ARTICLE VIII

(a) Each shareholder of the corporation shall be entitled to full pre-emption or preferential rights, as such rights are defined by law, to subscribe for or purchase his proportional part of any shares which may be issued at any time by this corporation.

(b) Before there can be a valid sale or transfer of any of the shares of this corporation by the holders thereof, the holder of the shares to be sold or transferred shall first give notice in writing to the secretary of this corporation of his intention to sell or transfer such shares. Said notice shall specify the number of shares to be sold or transferred, the price per share, and the terms upon which such holder intends to make such sale or transfer. The secretary shall, within five (5) days thereafter, mail or deliver a copy of said notice to each of the other shareholders of record of this corporation. Such notice may be delivered to such shareholders personally or may be mailed to the last known addresses of such shareholders, as the same may appear on the books of this corporation. Within fifteen (15) days after the mailing or delivering of said notices to such shareholders, any such shareholder or shareholders desiring to acquire any part or all of the shares referred to in said notice shall deliver by mail or otherwise to the secretary of this corporation a written offer or offers, expressed to be acceptable immediately, to purchase a specified number or numbers of such shares at the price and upon the terms stated in said notice, accompanied by the purchase price therefor with authorization to pay such purchase price against delivery of such shares.

If the total number of shares specified in such

offers exceeds the number of shares referred to in said notice, each offering shareholder shall be entitled to purchase such proportion of the shares referred to in said notice to the secretary, as the number of shares of this corporation, which he holds, bears to the total number of shares held by all such shareholders desiring to purchase the shares referred to in said notice to the secretary.

If all of the shares referred to in said notice to the secretary are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of those shares which remain thus undisposed of, as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

If one or more of the other shareholders offers to purchase, in the aggregate, within said fifteen (15) day period, less than all of the shares referred to in said notice to the secretary, the shareholder desiring to sell or transfer shall not be obligated to accept any such offer or offers from one or more of the other shareholders and may dispose of all of the shares of stock referred to

in said notice, to any person or persons whomsoever; provided, however, that he shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in said notice to the secretary.

Any sale or transfer, or purported sale or transfer, of the shares of said corporation shall be null and void unless the terms, conditions and provisions of this Article VIII (b).

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this corporation and including all of the persons named herein as first directors, have executed these Articles of Incorporation this 20th day of October, 1971.

John G. Locke

Arnold Rosenthal

D.M. James

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 20th day of October, 1971, before me, MARION L. MARSHALL, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared JOHN G. LOCKE, ARNOLD ROSENTHAL and D.M. JAMES, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation of ANGELES CHEMICAL, INC., and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Marion L. Marshall

Marion L. Marshall

OFFICIAL SEAL
MARION L. MARSHALL
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Oct. 20, 1972

637921

F296794

FILED
MAR 28 1985

CERTIFICATE OF CORRECTION

OF RESTATED ARTICLES OF INCORPORATION

OF ANGELES CHEMICAL CO., INC.

John G. Locke and Robert O. Berg hereby certify that:

1. They are the President and Secretary, respectively, of Angeles Chemical Co., Inc.

2. The name of the corporation is Angeles Chemical Co., Inc., and it is a California corporation.

3. The instrument being corrected is entitled "RESTATED ARTICLES OF INCORPORATION OF ANGELES CHEMICAL CO., INC.", and said instrument was filed with the Secretary of State of the State of California on June 5, 1984.

4. So much of Article THIRD of the Restated Articles of Incorporation as now reads "The aggregate par value of all of said shares shall be $10,000,000, and the par value of each of said shares shall be $10.00," as corrected, should read as follows: "The aggregate par value of all of said shares shall be $100,000, and the par value of each of said shares shall be $00.10."

5. Said part of Article THIRD of the Restated Articles of Incorporation, as corrected, conforms the wording of the Article to that adopted by the board of directors and shareholders.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: March 18, 1985

John G. Locke, President

Robert O. Berg, Secretary

637921

A283516

FILED
In the office of the Secretary of State
of the State of California
JUN 5 1984
MARCH FONG EU, Secretary of State
By [illegible]
Deputy

RESTATED

ARTICLES OF INCORPORATION

OF

ANGELES CHEMICAL CO., INC.

JOHN G. LOCKE and ROBERT O. BERG hereby certify that:

1. They are the President and the Secretary, respectively, of Angeles Chemical Co., Inc., a California corporation.

2. The Articles of Incorporation of this corporation are amended and restated to read as set forth in Exhibit A attached hereto and hereby incorporated herein by reference.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is 600. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

[illegible]
John G. Locke, President

[illegible]
Robert O. Berg, Secretary

The undersigned declare under penalty of perjury under the laws of the state of California that the matters set forth in the foregoing certificate are true of their own knowledge. Executed at SANTA FE SPRINGS, California, on APRIL 30, 1984.

John C. Locke

Robert O. Berg

ARTICLES OF INCORPORATION

OF

ANGELES CHEMICAL CO., INC.

FIRST: The name of this corporation is Angeles Chemical Co., Inc.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporations Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: This corporation is authorized to issue two classes of shares: Common Class A and Common Class B. The total number of shares which the Corporation is authorized to issue is 1,000,000. 500,000 of the shares shall be Common Class A shares and 500,000 of the shares shall be Common Class B shares. The aggregate par value of all of said shares shall be $10,000,000, and the par value of each of said shares shall be $10.00. Upon the amendment of this article to read as hereinabove set forth, each outstanding share is split up and converted into or reconstituted as 100 Common Class A shares.

A statement of the preferences, privileges and restrictions granted to or imposed upon the respective classes of shares or the holders thereof is as follows:

EXHIBIT A

The holder of each issued and outstanding share of Common Class A stock shall be entitled to one vote for each such Common Class A share. The holders of Common Class B shares shall not be entitled to vote at shareholders' meetings.

FOURTH: This corporation hereby elects to be governed by all of the provisions of the new California General Corporation Law effective January 1, 1977 not otherwise applicable to it under Chapter 23 thereof.

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A449142

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RESTATED

ARTICLES OF INCORPORATION

OF

ANGELES CHEMICAL CO., INC.

FILED
In the office of the Secretary of State
of the State of California
JUL 15 1994

Tony Miller
Acting Secretary of State

JOHN G. LOCKE and ROBERT O. BERG hereby certify that:

1. They are the President and the Secretary, respectively, of Angeles Chemical Co., Inc., a California corporation.

2. The Articles of Incorporation of this corporation are amended and restated to read as set forth in Exhibit A attached hereto and hereby incorporated herein by reference.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporation Code. The total number of outstanding shares of the corporation is 400. The number or shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

John G. Locke
John G. Locke, President

Robert O. Berg
Robert O. Berg, Secretary

The undersigned declare under penalty of perjury under the laws of the state of California that the matters set forth in the foregoing certificate are true of their own knowledge.

Executed at Santa Fe Springs, California, on June 1, 1994.

John G. Locke, President

Robert O. Berg, Secretary

ARTICLES OF INCORPORATION

OF

ANGELES CHEMICAL CO., INC.

FIRST: The name of this corporation is Angeles Chemical Co., Inc.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporations Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: This corporation is authorized to issue two classes of shares, Common Class A and Common Class B. The total number of shares which the Corporation is authorized to issue is 1,000,000.00. 500,000 of the shares shall be Common Class A shares and 500,000 of the shares shall be Common Class B shares. The aggregate par value of all of said shares shall be $10,000,000, and the par value of each of said shares shall be $10.00. Upon the amendment of these Articles to read as hereinabove set forth, each outstanding share is split up and converted into or reconstituted as 100 Common Class A shares.

A statement of the preferences, privileges and restrictions granted to or imposed upon the respective classes of shares or the holders thereof is as follows:

EXHIBIT A

The holder of each issued and outstanding shares of Common Class A stock shall be entitled to one vote for each such Common Class A share. The holders of Common Class B shares shall not be entitled to vote at shareholders' meetings.

FOURTH: This corporation hereby elects to be governed by all of the provisions of the new California General Corporations Law effective January 1, 1987 not otherwise applicable to it under Chapter 23 thereof.

FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the furthest extent permissible under California law.

SIXTH: This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

EXHIBIT D

TITLE INSURANCE AND TRUST COMPANY

433 SO. SPRING ST., LOS ANGELES, CALIFORNIA 90054 TEL.(213) 626-2411

APRIL 8, 1975

TO: SOUTHERN PACIFIC LAND COMPANY
610 SOUTH MAIN STREET
LOS ANGELES, CALIFORNIA 90014

ATTENTION: L.M. BROWN

YOUR NO.: P-13271-SANTA FE SPRINGS-ANGELES CHEM.-6
OUR NO. : 7412829

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, TITLE INSURANCE AND TRUST COMPANY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE FORM POLICY OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORM.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AT 7:30 A.M. AS OF APRIL 7, 1975

TITLE OFFICER: D. RIGGS

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY, A CORPORATION.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS: A FEE.

TITLE INSURANCE AND TRUST COMPANY

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. ANY TAXES, BONDS OR ASSESSMENTS WILL BE REPORTED LATER.

2. AN UNDERTAKING DATED JULY 17, 1970 BY AND BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, A CORPORATION AND THE CITY OF SANTA FE SPRINGS UPON THE COVENANT, CONDITIONS AND PROVISIONS AS THEREIN SET FORTH, RECORDED AUGUST 3, 1970 IN BOOK M-3543 PAGE 264 OFFICIAL RECORDS.

3. OTHER MATTERS OF RECORD WHICH DO NOT DESCRIBE SAID LAND, BUT WHICH, IF ANY EXIST, MAY AFFECT THE TITLE. THE NECESSARY SEARCH AND EXAMINATION WILL BE COMPLETED WHEN A STATEMENT OF INFORMATION HAS BEEN RECEIVED FROM NEW OWNER OR OWNERS
PLEASE FORWARD AS SOON AS POSSIBLE TO ASSIST IN THE EARLY CLEARANCE OF MATTERS OF RECORD AGAINST PERSONS WITH THE SAME OR SIMILAR NAMES.

DESCRIPTION:

PARCEL 2, IN THE CITY OF SANTA FE SPRINGS COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN AS A PARCEL MAP NO. 1646 FILED IN BOOK 27 PAGE 2 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND THE MINERALS, IN UNDER, AND THAT MAY BE PRODUCED FROM SAID LAND FOR A PERIOD OF 10 YEARS FROM DATE HEREOF, OR FOR SO LONG THEREAFTER AS ANY OIL, GAS, MINERALS, OR OTHER HYDROCARBON SUBSTANCES ARE BEING PRODUCED FROM SAID LAND OR FROM ANY COMMUNITY OIL AND GAS LEASE OF WHICH SAID LAND IS A PART, BUT WITHOUT RIGHT OF ENTRY, HOWEVER, TO A DEPTH OF 500 FEET, AS RESERVED BY RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, IN DEED RECORDED JULY 1, 1955, IN BOOK 48238 PAGE 424, OFFICIAL RECORDS.

PT. HEREOF

RESERVING THEREFROM THE REMAINING UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND THAT MAY BE PRODUCED BELOW A PLANE 500 FEET BELOW THE SURFACE THEREOF BUT WITHOUT THE RIGHT OF ENTRY UPON SUCH SURFACE ABOVE SAID 500 FOOT PLANE, AS RESERVED IN THE DEED FROM JOHN B. RAUEN AND AGNES E. RAUEN, HUSBAND AND WIFE, RECORDED MARCH 10, 1958, IN BOOK D-28 PAGE 215, OFFICIAL RECORDS.

ALSO RESERVING ALL RIGHTS OF REVERSION OF OTHE RESERVATION OF RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, BY DEED RECORDED JUNE 1, 1955, AS PROVIDED IN THE DEED LAST ABOVE MENTIONED, AND AS INSTRUMENT NO. 1325 IN BOOK 48238 PAGE 424, OFFICIAL RECORDS.

ALSO EXCEPT ALL RIGHT, TITLE AND INTEREST IN AND TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND, AS CONVEYED TO JOHN B. RAUEN, A MARRIED MAN, BY DEED RECORDED SEPTEMBER 15, 1959, IN BOOK D-602 PAGE 521, OFFICIAL RECORDS, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OR SUBSURFACE OF SAID LAND EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF.

TITLE INSURANCE AND TRUST COMPANY

DR/LC TRIPLICATE

Southern Pacific
Industrial Development Company

610 South Main Street Los Angeles, California 90014 (213) 624-6161

IN REPLY PLEASE REFER TO

April 16, 1975

2-ID-12145-Angeles Chemical Co., Inc.-Santa Fe Sprs.

Mr. George C. Schumacher
Penta Pacific Properties
1710 So. Figueroa St.
Los Angeles, CA 90015

Dear Mr. Schumacher:

As follow-up to several of our telephone conversations concerning the proposed sale of property, attached is the Affidavit which is to be completed by Angeles Chemical Co. and returned to us.

Also attached is a copy of our "sale" print affirming net acreage of 1.80 acres. As you might know, SPIDCo conducts its operation in accordance with the requirements of the Interstate Land Sales Registration Act and in this connection, the purchaser of any of our land will be required to execute this Affidavit in order to qualify for the exemption from the Act. We have requested a preliminary title report which will be forwarded to you when received.

Sincerely yours,

Original Signed
W. J. Reeves

Enclosure

cc: *Mr. John G. Locke
Angeles Chemical Co., Inc.
3629 Union Pacific Ave.
Los Angeles, CA 90023
*Copy of affidavit & print enclosed.

P.S. Preliminary report now in and attached.
PST

AN006832

May 22, 1975

Title Insurance and Trust Co.
433 South Spring Street
Los Angeles, Ca. 90051

Gentlemen:

Enclosed is the executed copy of the escrow instructions on the letterhead of Southern Pacific Land Company, dated May 8, 1975. Although we have not changed the format of these escrow instructions, it is to be emphasized that we do not yet have and consequently have not inspected nor approved of items 2, 3 and 4 on page 1 of said escrow instructions.

We reserve the right to approve these said items 2, 3 and 4, and while we do not anticipate any problems in connection therewith, nevertheless the escrow instructions are subject to our approval of each of the same, and additionally of the report of Title Insurance, particularly as to easements, dedications, or other matters of record which do not describe the land, but which, if any exist, may affect the title.

Very truly yours,

John A. Locke

Encl.

Southern Pacific
Land Company

610 South Main Street • Los Angeles, California 90014 • (213) 624-6161

REAL ESTATE-

L. M. BROWN
DISTRICT MANAGER, REAL ESTATE
R. W. WOODROME
ASSISTANT DISTRICT MANAGER, REAL ESTATE
R. L. STACY
ASSISTANT TO DISTRICT MANAGER, REAL ESTATE

IN REPLY PLEASE REFER TO
P-13831-Santa Fe Spgs-
Angeles-6

May 8, 1975

Escrow No. 374-ID

Title Insurance & Trust Company
433 So. Spring Street
Los Angeles, California
90013

Title Insurance & Trust Co
ESCROW #7366287

Attention: Mr. David K. MacLagan
Senior Escrow Officer

D. MAC LAGAN

Gentlemen:

Southern Pacific Industrial Development Company, seller, proposes to convey, and Robert Berg, et al., buyer, proposes to acquire certain property located in the City of Santa Fe Springs, County of Los Angeles, State of California, as more particularly described in attached legal description.

Applicable instruments and copies will be deposited with you in escrow as follows:

1. Original, fully-executed and acknowledged Grant Deed.
2. Copy of Repurchase Option from buyer to seller.
3. Copy of short form of Repurchase Option for recording purposes.
4. Copy of tax letter.
5. Affidavit form

It will be satisfactory for you to record the Grant Deed and deliver to the buyer upon compliance with the following instructions:

(a) When you hold for the account of seller the agreed to consideration of $99,000, less charges hereinafter authorized to be assessed to seller.

(b) When you are prepared to issue your Policy of Title Insurance with liability in the amount of $99,000, showing the property described in the Deed vested in the new owner, free and clear of all encumbrances, except those indicated in the Deed, current taxes, effect of the recorded short form of Repurchase Option, item 3 above, and other items which are disclosed in the Preliminary Report of Title, acceptable to buyer.

May 8, 1975

Title Insurance & Trust Company---#2

(c) When you are in a position to deliver to the seller the original, fully-executed Repurchase Option, and fully-executed, acknowledged and recorded short form of Option, items 2 and 3, above, respectively. The options are to be dated as of the closing date of escrow. Memorandum Option, item 3 above, is to be recorded immediately after recording of the Deed, so as to create a first lien upon the property. Both long and short forms of the Repurchase Option must be executed by parties termed as "Grantee" in the Grant Deed.

(d) When you hold fully-executed and acknowledged Affidavit form Item (5) above.

Taxes

Taxes for the fiscal year 1974/75 applicable to this property will be pro-rated in escrow. Please collect from buyer and remit to seller pro-rata of taxes from close of escrow to June 30, 1975. In this regard, we are developing tax information and will provide same to you in the near future.

Seller, as owner of record on March 1, 1975, lien date, will be assessed for 1975-76 taxes on this property and hereby agrees to pay such taxes and before delinquent date. Buyer should furnish letter, item 4 above, into escrow for delivery to seller, agreeing to reimburse seller for the fiscal year 1975-76 taxes against the property described in the deed when such taxes, or any installment thereof, have been paid by seller.

Policy of Title Insurance

Cost of standard Policy of Title Insurance with liability in the amount of $99,000, showing title vested in new owner, should be charged to seller.

Transfer Tax

Transfer tax, based on the value of $99,000, should be charged to seller.

Escrow Fee

Seller and buyer each to bear one-half of the cost of escrow fee.

May 8, 1975

Title Insurance & Trust Company---#3

Recording Fee

Buyer to assume the cost of recording grant deed.

Real Estate Commission

Please pay to Penta Pacific Properties, 1710 So. Figueroa Street, Los Angeles, California, commission in the amount of $4,950 and deduct from remittance to seller.

Mortgage

Property being conveyed is not mortgaged.

---0---

This escrow should be closed as soon as possible, but not later than June 1, 1975. If it cannot be closed by that date, please advise reasons therefor, upon receipt of which further instructions will be issued, including the right to withdraw all instruments deposited by the seller.

All funds due seller should be forwarded, together with your closing statement, to Southern Pacific Industrial Development Company, attention Mr. J. L. Betz, Treasurer, One Market Street, San Francisco, California, 94105. Also, please forward copy of your closing statement to this office, along with recording data on each document.

Please acknowledge these instructions on the enclosed copy of this letter and return to this office.

Very truly yours,

6/B

THE FOREGOING LETTER OF INSTRUCTIONS SHALL CONSTITUTE ESCROW INSTRUCTIONS FOR THE PURPOSE OF CLOSING THIS ESCROW. AND ESCROW HOLDER SHALL BE GOVERNED ACCORDINGLY.

Approval subject to conditions in attached letter dated 5/22/75.

Robert Berg

AN006842

TITLE INSURANCE
AND TRUST

May 12, 1975

IN REPLY PLEASE
REFER TO ESCROW
NO. 73 66 287 DKM

ANGELES CHEMICAL COMPANY
3629 Union Pacific Avenue
Los Angeles, California 90023

ATTENTION: Mr. John G. Locke, President

RE: Escrow between "SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT CO." and "ROBERT BERG, ET AL"
(P-13831 - Santa Fe Springs - Angeles - 6)
Escrow No. 374-ID

Gentlemen:

We enclose herewith a copy of letter of instructions dated May 8, 1975 from "Southern Pacific". If acceptable, please have Mr. Berg and all parties as buyer sign on Page 3 and return to this escrow. We also enclose Statement of Information forms to be filled out and signed by all buyers (if individuals), and return to this escrow.

Please send the executed items 2, 3, 4, and 5 mentioned on Page 1 of the letter of instructions, to this escrow.

When we receive the legal description from seller, we will order a title search made and send a Preliminary Title Report to you for approval, at that time we will also call for closing funds and fees in order to close escrow.

Very truly yours,

TITLE INSURANCE AND TRUST COMPANY

David K. Mac Lagan

David K. Mac Lagan
Escrow Officer

(ENCLOSURES)
DKM:kl
cc: Penta Pacific Properties
cc: Southern Pacific Land Co.

TO 91 CA (11-68)

STATEMENT OF INFORMATION

For confidential use by **Title Insurance & Trust Company** in searching the records in connection with the Order Number shown below

MY FULL NAME

John (FIRST NAME) Gardner (FULL MIDDLE NAME—IF NONE, INDICATE) Locke (LAST NAME) Year of Birth 1926

Business Phone 266-6689 Home Phone 331-7407 Birthplace Chicago, Illinois

Social Security No. 353-14-6341 I have lived continuously in the U.S.A. since birth

(If married, complete the following:)

Full name of wife / husband: Janyce (FIRST NAME) Barbara (FULL MIDDLE NAME—IF NONE, INDICATE) Locke (LAST NAME)

HER/HIS Birthplace Inglewood, California HER/HIS Year of Birth 1937

HER/HIS Social Security No. 573-46-6345 SHE/HE has lived continuously in the U.S.A. since birth

We were married on June 25, 1960 at Inglewood, California

Wife's maiden name Janyce Barbara Hill

RESIDENCES AND OCCUPATIONS DURING PAST 10 YEARS

RESIDENCES

NUMBER AND STREET	CITY	FROM (DATE)	TO (DATE)
20449 Rancho Los Cerritos Road	Covina, Ca.	1963	1975

OCCUPATIONS

	FIRM NAME	LOCATION
(Husband's)	American Mineral Spirits Co., Western	South Gate, Ca.
	Amsco Div. Union Oil Co. of California	La Mirada, Ca.
	Angeles Chemical Co., Inc.	Los Angeles, Ca.
(Wife's)	Housewife	
	Sunflower School	Glendora, Ca.

(If more space needed, use reverse side of form)

ANY FORMER MARRIAGE OR MARRIAGES

(If no former marriage or marriages, write "None" None Otherwise, please complete the following:)

Name of former wife

Deceased Divorced When Where

Name of former husband

Deceased Divorced When Where

(If more space needed, use reverse side of form)

THE STREET ADDRESS of the property in this transaction is: (Leave Blank if None)

IMPROVEMENTS: ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL

OCCUPIED BY: ☐ OWNER ☐ LESSEE ☐ TENANTS

ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION ☐ YES ☑ NO

Date

John G. Locke — SIGNATURE

ORDER NO. 7366287 Janyce B. Locke — SIGNATURE

Dr. MAC LAGAN (If married, both husband and wife should sign)

The filling out of this form will help protect you and will speed the completion of your order. Should you want to know why, an explanation will be found on the other side.

AN006843

TO 91 CA (11-68)

STATEMENT OF INFORMATION

For confidential use by **Title Insurance & Trust Company** in searching the records in connection with the Order Number shown below

MY FULL NAME

Arnold (FIRST NAME) none (FULL MIDDLE NAME—IF NONE, INDICATE) Rosenthal (LAST NAME) Year of Birth 1913

Business Phone 655-8820 Home Phone 271-7050 Birthplace Waterbury, Conn.

Social Security No. 564-07-2487 I have lived continuously in the U.S.A. since 1913

(If married, complete the following:)

Full name of wife / husband Pearl (FIRST NAME) none (FULL MIDDLE NAME—IF NONE, INDICATE) Rosenthal (LAST NAME)

HER ~~HIS~~ Birthplace Montreal, Canada HER ~~HIS~~ Year of Birth 1918

HER ~~HIS~~ Social Security No. 557-76-6022 SHE ~~HE~~ has lived continuously in the U.S.A. since 1920

We were married on August 15, 1935 at San Bernardino, Cal.

Wife's maiden name Doctor

RESIDENCES AND OCCUPATIONS DURING PAST 10 YEARS

RESIDENCES

NUMBER AND STREET	CITY	FROM (DATE)	TO (DATE)
838 N. Doheny,	Los Angeles, Cal 90069	1972	present
1122 Coldwater Cyn.,	Beverly Hills	1968	1972
612 N. Rodeo Dr.,	Beverly Hills	1963	1968

OCCUPATIONS

	FIRM NAME	LOCATION
(Husband's)	L.A. Solvent Co.	310 N. San Vicente, Los Angeles 90069
(Wife's)	not employed	

(If more space needed, use reverse side of form)

ANY FORMER MARRIAGE OR MARRIAGES

(If no former marriage or marriages, write "None" none Otherwise, please complete the following:)

Name of former wife

Deceased Divorced When Where

Name of former husband

Deceased Divorced When Where

(If more space needed, use reverse side of form)

THE STREET ADDRESS of the property in this transaction is: (Leave Blank if None)

IMPROVEMENTS: ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL

OCCUPIED BY: ☐ OWNER ☐ LESSEE ☐ TENANTS

ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION ☐ YES ☐ NO

Date 5-21-75

Arnold Rosenthal — SIGNATURE

ORDER NO. 7366287

Pearl Rosenthal — SIGNATURE

D. MAC LAGAN

(If married, both husband and wife should sign)

The filling out of this form will help protect you and will speed the completion of your order. Should you want to know why, an explanation will be found on the other side.

AN006844

Southern Pacific Industrial Development Company
c/o Southern Pacific Land Company
610 So. Main Street
Los Angeles, California 90014

Attention: Mr. L. M. Brown
District Manager
Real Estate

Gentlemen:

Southern Pacific Industrial Development Company conveyed to the undersigned, JOHN G. LOCKE and JANYCE B. LOCKE, ROBERT O. BERG and DONNA M. BERG, ARNOLD ROSENTHAL and PEARL ROSENTHAL, by Deed dated _____, parcel of land situate in County of Los Angeles, State of California.

As the property described in the said Deed was owned by Southern Pacific Industrial Development Company the first day of March, 1975, taxes covering said property will be assessed to the Southern Pacific Industrial Development Company for fiscal year 1975-76, combined with other property owned by Southern Pacific Industrial Development Company.

The undersigned, JOHN G. LOCKE and JANYCE B. LOCKE, ROBERT O. BERG and DONNA M. BERG, ARNOLD ROSENTHAL and PEARL ROSENTHAL, hereby agree that taxes assessed against property described in said Deed, shall be paid by Southern Pacific Industrial Development Company for the fiscal year 1975-76, and the undersigned hereby agrees to reimburse Southern Pacific Industrial Development Company the amount of said taxes applicable to the area conveyed, when all or any part of such taxes have been paid by Southern Pacific Industrial Development Company.

JOHN G. LOCKE

JANYCE B. LOCKE

ROBERT O. BERG

DONNA M. BERG

ARNOLD ROSENTHAL

PEARL ROSENTHAL

AN006845

ESCROW INSTRUCTIONS FOR VESTING ON DEED

Title Insurance and Trust Company

433 South Spring Street

ESCROW NO. 73 66 287 DKM:kl
Los Angeles, California
Date: May 22, 1975

The Deed conveying the real property described in the above numbered escrow shall vest in the buyers as follows:

JOHN G. LOCKE AND JANYCE B. LOCKE, husband and wife as Community Property, as to an undivided 1/3rd interest;

ROBERT O. BERG AND DONNA M. BERG, husband and wife as Community Property as to an undivided 1/3rd interest; and

ARNOLD ROSENTHAL AND PEARL ROSENTHAL, husband and wife as Joint Tenants, as to an undivided 1/3rd interest.

APPROVED:

SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY

BY: _____

BY: _____

(Sellers)

John G. Locke
JOHN G. LOCKE

Janyce B. Locke
JANYCE B. LOCKE

Robert O. Berg
ROBERT O. BERG

Donna M. Berg
DONNA M. BERG

Arnold Rosenthal
ARNOLD ROSENTHAL

Pearl Rosenthal
PEARL ROSENTHAL

(Buyers)

AFFIDAVIT

STATE OF)
)
) ss
COUNTY OF)

~~JOHN G. LOCKE~~ (name of affiant), being first duly sworn hereby declares:

1. That said JOHN G. LOCKE (individual) is purchasing or leasing the real property, as illustrated on the print designated as Exhibit "A" attached hereto and by this reference incorporated herein, substantially for his own use, or has a binding commitment to sell, lease or sublease such real estate to an entity which is engaged in commercial or industrial business.

2. That said JOHN G. LOCKE (individual) has been represented in the negotiation of the sale or lease of said property by a representative of its own choosing.

EXECUTED on this 23rd day of May, 1975, at Los Angeles, Calif.

John G. Locke
JOHN G. LOCKE

SUBSCRIBED and sworn to before me on May 23, 1975.

OFFICIAL SEAL
KATHERINE C. FEGLEY
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 8, 1978

Katherine C. Fegley
(NOTARY PUBLIC)

(seal)

AN006849

AFFIDAVIT

STATE OF)
)
) ss
COUNTY OF)

DONNA M. BERG (name of affiant), being first duly sworn hereby declares:

1. That said DONNA M. BERG (individual) is purchasing or leasing the real property, as illustrated on the print designated as Exhibit "A" attached hereto and by this reference incorporated herein, substantially for his own use, or has a binding commitment to sell, lease or sublease such real estate to an entity which is engaged in commercial or industrial business.

2. That said DONNA M. BERG (individual) has been represented in the negotiation of the sale or lease of said property by a representative of its own choosing.

EXECUTED on this 23rd day of May, 1975, at Los Angeles, Calif.

Donna M. Berg
DONNA M. BERG

SUBSCRIBED and sworn to before me on May 23, 1975.

OFFICIAL SEAL
KATHERINE C. FEGLEY
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 8, 1978

Katherine C. Fegley
(NOTARY PUBLIC)

(seal)

AN006850

AFFIDAVIT

STATE OF)
)
) ss
COUNTY OF)

ROBERT O. BERG (name of affiant),

being first duly sworn hereby declares:

1. That said ROBERT O. BERG (individual) is purchasing or leasing the real property, as illustrated on the print designated as Exhibit "A" attached hereto and by this reference incorporated herein, substantially for his own use, or has a binding commitment to sell, lease or sublease such real estate to an entity which is engaged in commercial or industrial business.

2. That said ROBERT O. BERG (individual) has been represented in the negotiation of the sale or lease of said property by a representative of its own choosing.

EXECUTED on this 23rd day of May, 1975, at Los Angeles, Calif.

Robert O. Berg
ROBERT O. BERG

SUBSCRIBED and sworn to before me on May 23, 1975.

OFFICIAL SEAL
KATHERINE C. FEGLEY
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 8, 1978

(seal)

Katherine C. Fegley
(NOTARY PUBLIC)

AN006851

AFFIDAVIT

STATE OF)
)
) ss
COUNTY OF)

JANYCE B. LOCKE (name of affiant), being first duly sworn hereby declares:

1. That said JANYCE B. LOCKE (individual) is purchasing or leasing the real property, as illustrated on the print designated as Exhibit "A" attached hereto and by this reference incorporated herein, substantially for his own use, or has a binding commitment to sell, lease or sublease such real estate to an entity which is engaged in commercial or industrial business.

2. That said JANYCE B. LOCKE (individual) has been represented in the negotiation of the sale or lease of said property by a representative of its own choosing.

EXECUTED on this 23rd day of May, 1975, at Los Angeles, Calif.

Janyce B. Locke
JANYCE B. LOCKE

SUBSCRIBED and sworn to before me, on May 23, 1975.

OFFICIAL SEAL
KATHERINE C. FEGLEY
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 8, 1978

(seal)

Katherine C. Fegley
(NOTARY PUBLIC)

AN006852

AFFIDAVIT

STATE OF)
)
) ss
COUNTY OF)

PEARL ROSENTHAL (name of affiant), being first duly sworn hereby declares:

1. That said PEARL ROSENTHAL (individual) is purchasing or leasing the real property, as illustrated on the print designated as Exhibit "A" attached hereto and by this reference incorporated herein, substantially for his own use, or has a binding commitment to sell, lease or sublease such real estate to an entity which is engaged in commercial or industrial business.

2. That said PEARL ROSENTHAL (individual) has been represented in the negotiation of the sale or lease of said property by a representative of its own choosing.

EXECUTED on this 23rd day of May, 1975, at Los Angeles, Calif.

Pearl Rosenthal

PEARL ROSENTHAL

SUBSCRIBED and sworn to before me on May 23, 1975.

OFFICIAL SEAL
KATHERINE C. FEGLEY
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 8, 1978

Katherine C. Fegley
(NOTARY PUBLIC)

(seal)

AN006853

AFFIDAVIT

STATE OF)
)
) ss
COUNTY OF)

ARNOLD ROSENTHAL (name of affiant), being first duly sworn hereby declares:

1. That said ARNOLD ROSENTHAL (individual) is purchasing or leasing the real property, as illustrated on the print designated as Exhibit "A" attached hereto and by this reference incorporated herein, substantially for his own use, or has a binding commitment to sell, lease or sublease such real estate to an entity which is engaged in commercial or industrial business.

2. That said ARNOLD ROSENTHAL (individual) has been represented in the negotiation of the sale or lease of said property by a representative of its own choosing.

EXECUTED on this 23rd day of May, 1975, at Los Angeles, Calif.

Arnold Rosenthal

ARNOLD ROSENTHAL

SUBSCRIBED and sworn to before me on May 23, 1975.

OFFICIAL SEAL
KATHERINE C. FEGLEY
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 8, 1978

Katherine C. Fegley
(NOTARY PUBLIC)

(seal)

AN006854

REPURCHASE OPTION

THIS OPTION, made this 23rd day of May, 1975, from JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife as community property, as to a 1/3 undivided interest; and ROBERT O. BERG and DONNA M. BERG, husband and wife as community property, as to a 1/3 undivided interest; and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife as joint tenants, as to a 1/3 undivided interest, herein referred to as "Optionor", to SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY, a Texas corporation, hereinafter referred to as "Optionee";

WITNESSETH:

For Ten Dollars ($10) and other good and valuable consideration, receipt of which is hereby acknowledged, Optionor hereby grants to Optionee the exclusive option to purchase within ninety (90) days after two (2) years from the date first herein written for the price paid in the sum of Ninety-Nine Thousand Dollars ($99,000), plus any assessments for public improvements paid for by Optionor, on all that real property located in the City of Santa Fe Springs, County of Los Angeles, State of California, more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

The option herein granted shall automatically terminate and be of no further force or effect in the event Optionor shall, within two (2) years from the date of this option, have COMPLETED A RAIL-SERVED SOLVENT BLENDING FACILITY WITH STORAGE CAPACITY OF AT LEAST ONE HUNDRED AND FIFTY THOUSAND (150,000) GALLONS, AT AN ESTIMATED COST OF TWO HUNDRED THOUSAND DOLLARS ($200,000). If this option shall not have terminated as hereinabove provided,

Optionee may exercise this option within a period of ninety (90) days immediately following the expiration of said two (2) year period, and if not exercised within said ninety (90) day period this option shall, upon the expiration of the ninety (90) day period, forthwith terminate and be of no further force and effect.

Optionee agrees that upon the termination of this option without the same having been exercised as herein provided, it will execute, acknowledge and deliver to Optionor such instruments as Optionor shall reasonably request to evidence such termination.

If this option shall become exercisable as herein provided, it shall be exercised by notice in writing sent to Optionor's last known address by registered or certified United States Mail, postage prepaid. Within fifteen (15) days after receipt of said notice Optionor shall tender to Optionee or Optionee's nominee a grant deed conveying title to said property in the same condition of title as received by Optionor, subject, however, to the current non-delinquent ad valorem taxes to be prorated as of the date of the delivery of said deed. Said purchase price shall be payable in cash on delivery of said deed.

IN WITNESS WHEREOF, Optionor has caused this option to be executed as of the day and year first herein written.

By: John G. Locke
JOHN G. LOCKE

By: Janyce B. Locke
JANYCE B. LOCKE

By: Robert O. Berg
ROBERT O. BERG

By: Donna M. Berg
DONNA M. BERG

By: Arnold Rosenthal
ARNOLD ROSENTHAL

By: Pearl Rosenthal
PEARL ROSENTHAL

REPURCHASE OPTION

THIS OPTION, made this 23rd day of May, 1975, from JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife as community property, as to a 1/3 undivided interest; and ROBERT O. BERG and DONNA M. BERG, husband and wife as community property, as to a 1/3 undivided interest; and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife as joint tenants, as to a 1/3 undivided interest, herein referred to as "Optionor", to SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY, a Texas corporation, hereinafter referred to as "Optionee";

WITNESSETH:

Optionor hereby grants to Optionee the exclusive option to purchase all that real property situated in the City of Santa Fe Springs, County of Los Angeles, State of California, more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

Reference is hereby made to that certain option agreement of even date herewith between the parties hereto for the terms and conditions governing this option, which terms and conditions by reference thereto are hereby made a part hereof.

IN WITNESS WHEREOF, Optionor has caused this option to be executed as of the day and year first herein written.

By: John G. Locke
JOHN G. LOCKE

By: Janyce B. Locke
JANYCE B. LOCKE

By: Robert O. Berg
ROBERT O. BERG

By: Donna M. Berg
DONNA M. BERG

By: Arnold Rosenthal
ARNOLD ROSENTHAL

By: Pearl Rosenthal
PEARL ROSENTHAL

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 23, 1975, begore the undersigned, a Notary Public for the State of California, personally appeared:

John G. Locke, Janyce B. Locke, Robert O. Berg, Donna M. Berg, Arnold Rosenthal and Pearl Rosenthal,

known to me to be ther persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

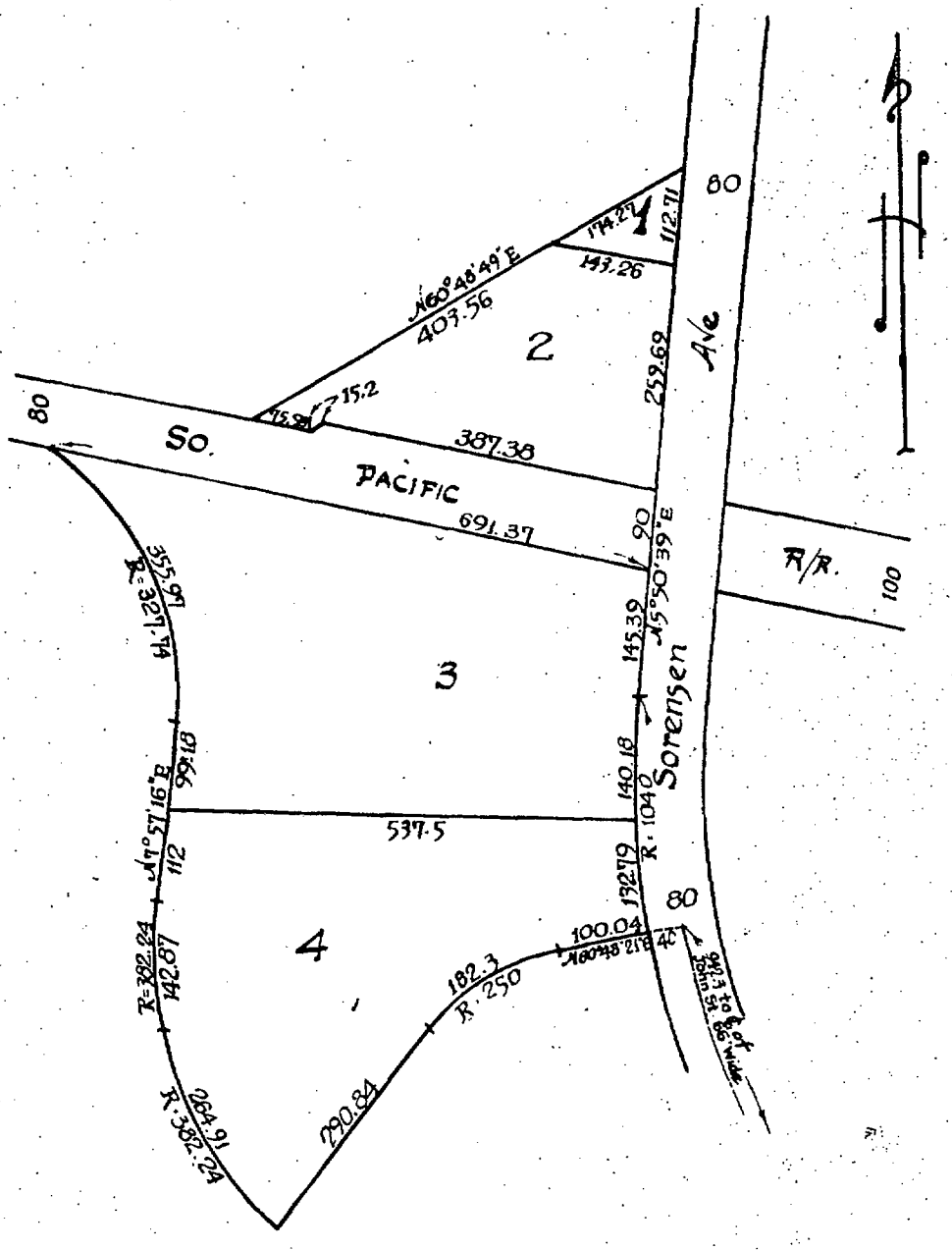
OFFICIAL SEAL
KATHERINE C. FEGLEY
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 8, 1978

Katherine C. Fegley

EXHIBIT "A"

All that certain real property situate in the City of Santa Fe Springs, County of Los Angeles, State of California, being all of that certain 1.80 acre parcel of land designated by the number "2" on PARCEL MAP NO. 1646, filed for record August 3, 1970 in Book 27, Page 2 of Parcel Maps in the Office of the County Recorder of said County.

Together with all of Grantor's right, title and interest in and to that portion of the westerly half of Sorenson Avenue (80 feet wide) abutting the above described real property.

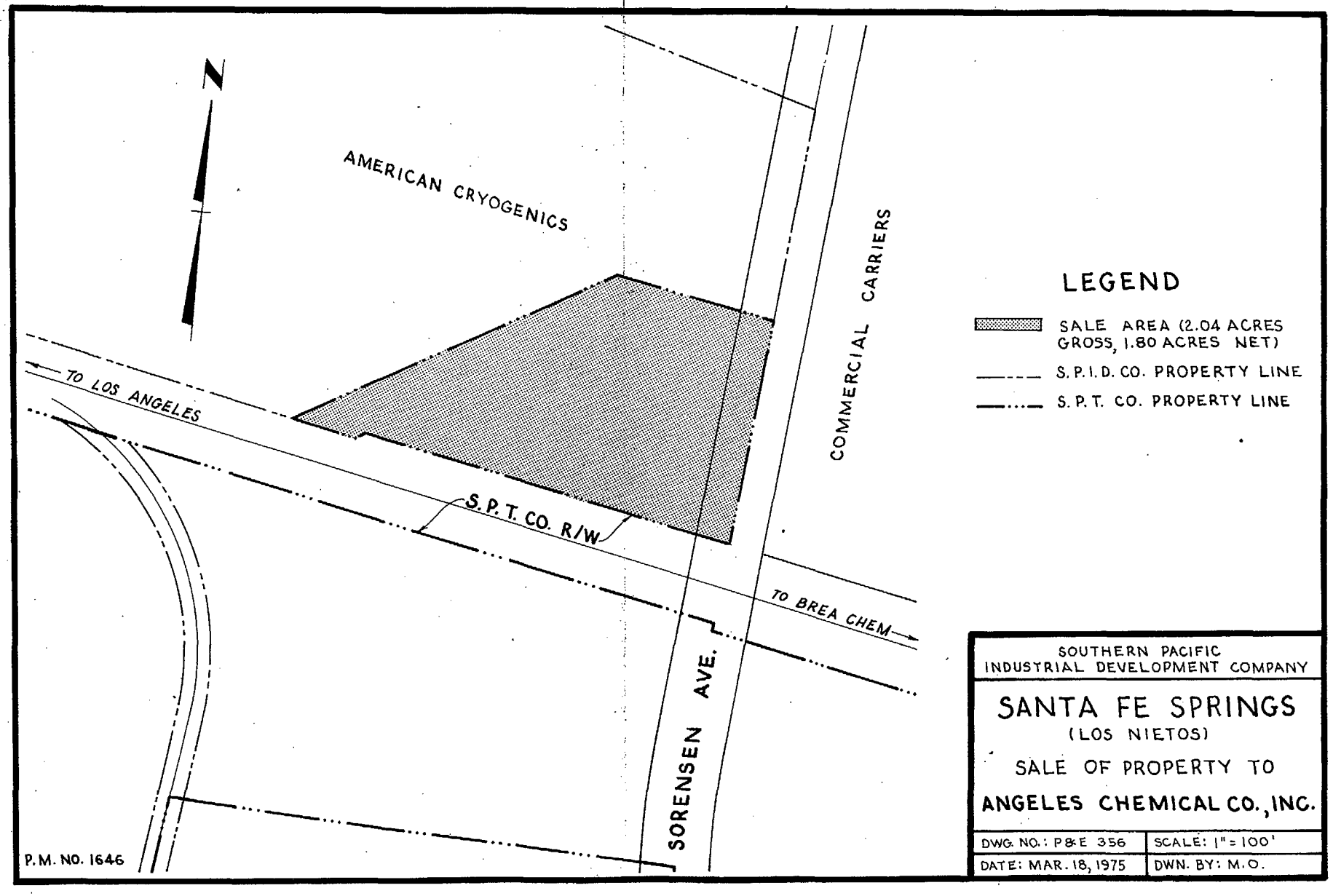


PARCEL MAP

BK. 27 Pg 2

This is not a survey of the land, but is compiled for information only, nor is it a part of the report or policy to which it may be attached.

AN006834


N
AMERICAN CRYOGENICS
COMMERCIAL CARRIERS
TO LOS ANGELES
S.P.T. CO. R/W
TO BREA CHEM
SORENSEN AVE.
P.M. NO. 1646
LEGEND
SALE AREA (2.04 ACRES GROSS, 1.80 ACRES NET)
S.P.I.D. CO. PROPERTY LINE
S.P.T. CO. PROPERTY LINE
SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY
SANTA FE SPRINGS
(LOS NIETOS)
SALE OF PROPERTY TO
ANGELES CHEMICAL CO., INC.
DWG. NO.: P&E 356
SCALE: 1" = 100'
DATE: MAR. 18, 1975
DWN. BY: M.O.

AN006835

TITLE INSURANCE
AND TRUST

May 29, 1975

IN REPLY PLEASE
REFER TO ESCROW
NO. 73 66 287 DKM

ANGELES CHEMICAL CO., INC.
3629 Union Pacific Avenue
Los Angeles, California 90023

ATTENTION: John G. Locke

RE: Escrow with "SOUTHERN PACIFIC"

Gentlemen:

We enclose herewith a Supplemental Report dated May 29, 1975 eliminating Exception No. 2 of the Preliminary Title Report dated April 7, 1975.

I believe this should allow you to now approve the Title Report and send a check made payable to Title Insurance and Trust Company for $99,365.70 in order to close escrow.

Very truly yours,

TITLE INSURANCE AND TRUST COMPANY

David K. Mac Lagan

David K. Mac Lagan
Escrow Officer

DKM:kl

ENCLOSURES

cc: Penta Pacific Properties

cc: Southern Pacific Land Co.

TO 528.10 CA 19.1 (8-73)

TITLE INSURANCE
AND TRUST
433 South Spring Street Los Angeles, California 90013 213 626 2411

MAY 29, 1975

IMPORTANT
When replying refer to
Our No. 74 12 829

Your No. ESCROW NO. 73 66 287

SUPPLEMENTAL REPORT

WE WISH TO ADVISE THAT ITEM NO. 2 OF PRELIMINARY REPORT DATED AS OF APRIL 7, 1975 IS HEREBY ELIMINATED AND WILL NOT BE SHOWN IN A POLICY OF TITLE INSURANCE WHEN IT IS WRITTEN.

D Riggs
DENNIS RIGGS
TITLE OFFICER

DR/MS

May 30, 1975

Title Insurance & Trust Co.
433 South Spring Street
Los Angeles, Ca. 90051

Gentlemen:

We have read and approved items 2, 3 & 4 in the escrow instructions on the letterhead of Southern Pacific Land Co., dated May 8, 1975. It is our understanding that item 2 under exclusions will now be eliminated.

We, therefore, accept the preliminary title report.

Very truly yours,

JOHN G. LOCKE

JGL:kh

EXHIBIT E

EXHIBIT "A"

All that certain real property situate in the City of Santa Fe Springs, County of Los Angeles, State of California, being all of that certain 1.80 acre parcel of land designated by the number "2" on PARCEL MAP NO. 1646, filed for record August 3, 1970 in Book 27, Page 2 of Parcel Maps in the office of the County Recorder of said County.

Together with all of Grantor's right, title and interest in and to that portion of the westerly half of Sorenson Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that Grantor, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and five hundred (500) feet below said surface.

EXHIBIT F

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the matter of: ANGELES CHEMICAL COMPANY, INC., a California Corporation 8915 Sorensen Avenue SANTA FE SPRINGS, CA 90670 L. R. & B., a Joint Venture 8915 Sorensen Avenue Santa Fe Springs, CA 90670 Mr. John G. Locke 20449 Rancho Los Cerritos Covina, CA 91724 Mrs. Janyce B. Locke 20449 Rancho Los Cerritos Covina, CA 91724 Mr. Robert O. Berg 93-A Surfside, CA 90743 Mrs. Donna M. Berg 93-A Surfside, CA 90743 Mr. Arnold Rosenthal 838 North Doheny Drive West Hollywood, CA 90069 Mrs. Pearl Rosenthal 838 North Doheny Drive West Hollywood, CA 90069	Docket No. I§S/E 92/93-012 IMMINENT OR SUBSTANTIAL ENDANGERMENT ORDER Health and Safety Code section 25358.3 (a)(1)

1.0 INTRODUCTION

1.1. Parties. The State of California, Environmental Protection Agency, Department of Toxic Substances Control (Department) issues this Imminent or Substantial Endangerment Order (Order) to: Angeles Chemical Company, Inc., a California corporation, L. R. & B., a Joint Venture, Mr. John G. Locke, an individual, Mrs. Janyce B. Locke, an individual,

Mr. Robert O. Berg, an individual, Mrs. Donna M. Berg, an individual, Mr. Arnold Rosenthal, an individual, and Mrs. Pearl Rosenthal, an individual (Respondents).

1.1.2. Each and every Respondent which has been identified by the Department is a responsible party as that term is defined in Health and Safety Code, section 25323.5. There may be other responsible parties which may not have been identified thus far by the Department.

1.2. Site. This Order applies to the Site located at 8915 Sorensen Avenue in the city of Santa Fe Springs, County of Los Angeles, State of California. The Site is bounded by Sorensen Avenue on the east, an Atchison, Topeka, and Santa Fe Railroad right-of-way on the south, the Liquid Air Corporation property on the west, and the PLAS-TAC Manufacturing Company property on the north. The exact boundaries of land impacted by the contamination caused by past activities at the Site are unknown at this time. A map of the general area is attached as Exhibit 1.

1.3. Jurisdiction. Section 25358.3(a)(1) of the Health and Safety Code authorizes the Department to issue an Order when the Department determines that there may be an imminent or substantial endangerment to the public health or welfare or to the environment, because of a release or a threatened release of hazardous substances, to any responsible party or parties to take appropriate removal or remedial action necessary to protect the public health and safety and the environment.

2.0 FINDINGS OF FACT

2.1. Ownership of Property/Leasing of Property.

2.1.1. Prior to May 1975, Southern Pacific Transportation Company (SPTC) owned the site. The site was used as an agricultural field to grow strawberries.

2.1.2. Mr. John G. Locke, an individual, Mrs. Janyce B. Locke, an individual, Mr. Arnold Rosenthal, an individual, Mrs. Pearl Rosenthal, an individual, Mr. Robert O. Berg, an individual, and Mrs. Donna M. Berg, an individual (Respondents) formed a joint venture called the L. R. & B., a joint venture (LRB). The joint venture purchased the site from SPTC in or about May 1975 and continues to own the site to the present date.

2.1.3. In January 1976, the Angeles Chemical Company, Inc. (ACC) leased the property from LRB. ACC operates a chemical distribution facility, repackaging bulk hazardous materials into various size containers for resale to their customers. ACC continues to lease and operate on the site.

2.2. Physical Description of Site. The site is on approximately 1.9 acre parcel of land located in an industrial portion of the city of Santa Fe Springs. The site generally slopes to the Southwest in a direction towards the Southern Pacific Transportation Railroad tracks.

2.2.1 The site contains ~~33~~ 34 under-ground storage tanks and 4 above-ground storage tanks on the south side of the site. These tanks contain the hazardous material product destined to be repackaged. In addition, ACC has an additional under-

ground waste storage tank, the contents of which are unknown.

2.2.2. The drums of repackaged hazardous materials are stored on the north east side of the site.

2.3. Site History. The real property is owned by LRB. ACC leased the site beginning on or about January 1976 to operate a chemical distribution business. ACC repackages petroleum solvents and chemicals into various size containers for resale to their customers.

The following are two known releases on the site:

1) On April 12, 1984, approximately 10 gallons of Acetate were released on site. The Santa Fe Springs Fire Department supervised the clean up of the Acetate.

2) On June 6, 1984, approximately 50 gallons of kerosene were released on site. The Santa Fe Springs Fire Department supervised the clean up of the Kerosene.

2.3.1. ACC conducted an initial under-ground tank investigation under the supervision of the Los Angeles County - Department of Public Works. The purpose of the investigation was to identify any contamination from their under-ground tanks. Substances found in the soil and ground water samples are those identified in paragraph 2.4.

2.3.2. The Los Angeles County Fire Department's Hazardous Materials Section is currently ordering ACC to conduct additional soil investigations at the south east and south west areas of the site.

2.4. Substances Found at the Site. In the subsurface soil samples, thirteen different volatile compounds, which are

also hazardous substances, were identified. They include acetone, benzene, 2-butanone (Methyl Ethyl Ketone [MEK]), 1,1 dichloroethane (1,1-DCA), 1,1 dichloroethene (1,1-DCE), ethylbenzene, methylene chloride, 4-methyl-2-pentanone (methyl isobutyl ketone [MIBK]), tetrachloroethene (PERC), toluene, 1,1,1-trichloroethane (1,1-TCA), trichloroethene (TCE), and xylenes.

In the ground water samples, eight different volatile compounds, which are also hazardous substances, were identified. They include benzene, 1,1 dichloroethane (1,1-DCA), toluene, xylenes, tetrachloroethene (PERC), 1,1 dichloroethene (1,1-DCE), 1,1,1-trichloroethane (1,1-TCA), and trichloroethene (TCE).

2.4.1. Benzene is a known human carcinogen. Acute poisoning from benzene exposure has an affect on the human Central Nervous System. Benzene poisoning can occur through inhalation of vapors and absorption through the skin.

2.4.2. Trichloroethylene (TCE) is a possible human carcinogen, cause reproductive and tumorogenic affects and a strong skin and eye irritant. Chronic exposure to TCE can cause irreparable damage to the liver and other organs. Exposure can occur through ingestion, respiration, and adsorption through the skin.

2.4.3. Tetrachloroethene (PERC) is a possible human carcinogen and a skin and eye irritant. Exposure to PERC can cause damage to the central nervous system and the liver. Exposure can occur through ingestion, inhalation, and

adsorption through the skin.

2.5. Population at Risk. The site is located within a half a mile radius of an industrial/commercial area. The workers/employees will be the initial population exposed to any air borne emissions. Exposure can occur through ingestion, inhalation, and adsorption through the skin. See also paragraph 2.6.2.

2.5.1. The nearest school is within a mile from the site. There are several other schools within two miles of the site.

2.5.2. The Presbyterian and another church are located within a mile and a half of the site.

2.5.3. There are several parks within two miles of the site.

2.6. Routes of Exposure. The routes of exposure from the constituents in the soil and ground water are from inhalation, ingestion, and dermal pathways.

2.6.1. The site workers are potentially at risk of being exposed to the air borne soil contaminants during daily work (moving trucks, wind dispersion, etc.) and any excavation activities. The potential routes of exposure are from inhalation, ingestion, and dermal pathways.

2.6.2. The population (identified in paragraph 2.5) and/or the environment is potentially at risk of being exposed to the soil and ground water contaminants. The air borne soil contaminants are a potential risk to the surrounding community of up to 1/2 a mile. The Gage aquifer is the closest upper aquifer to the site and would be the first aquifer affected by

the ground water contaminants. The Gage aquifer merges with the Hollydale aquifer northeast of the site (up gradient). The City of Santa Fe Springs has one production water (drinking) well in the Hollydale aquifer, which is located approximately nine miles south of the site (down gradient). In addition, the City of Santa Fe Springs has two deeper production water (drinking) wells. One well is approximately 0.5 miles north of the site and is drawing water from the Silverado and Sunnyside aquifers (lower than the Gage and Hollydale aquifers). The other well is approximately 2 miles west of the site and is drawing water from the Silverado aquifer. The water quality data from samples of the two wells have indicated the presence of TCE and PCE constituents in the ground water. There exists a possible inter-connection between the upper and lower aquifers due to the geological characteristics.

3.0 CONCLUSIONS OF LAW

3.1. The substances, described above, are "hazardous substances" as defined by Health and Safety Code, Section 25316.

3.2. The Respondents are responsible persons or parties as defined by Health and Safety Code, Section 25319, 25360, and 25385.1(g).

3.3. The past, present and potential migration of hazardous substances from the site into the soil and ground water constitutes an actual or threatened "release" as defined in Health and Safety Code, Section 25320.

//

4.0 DETERMINATIONS

4.1. Based on the foregoing Findings of Fact and Conclusions of Law, the Department has determined that:

a. There maybe an imminent or substantial endangerment to the public health or welfare or to the environment, because of a release or threatened release of hazardous substances from the site.

b. The Respondents are responsible parties who are required to take the actions ordered below to protect the public health and safety and environment.

c. The remedial actions set forth in this Order are necessary to respond to releases or threatened releases of hazardous substances at and from the site.

5.0 ORDER

Based on the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DETERMINATIONS, IT IS HEREBY ORDERED THAT Respondents conduct the following remedial activities in the manner specified herein, and in accordance with a schedule specified by the Department as follows:

6.0 REMOVAL ACTIONS

6.1. The Respondents shall submit to the Department for review and approval a detailed work plan and implementation schedule which covers all the activities necessary to stabilize all un-contained hazardous substances on site. These activities may include but are not limited to:

a. Placement of the material into containers;

b. Removal of the material for off-site disposal;

c. Application of a protective cover to prevent direct contact and dispersal; and

d. Construction of fencing and appropriate posting of signs to restrict access.

The work plan must be approved by the Department prior to the commencement of any removal activities.

7.0 REMEDIAL INVESTIGATION AND FEASIBILITY STUDY

7.1. Work plan Submission. Within 45 calendar days of the effective date of this Order, the Respondents shall submit to Department for review and approval a detailed work plan and implementation schedule which covers all the activities necessary to conduct a complete remedial investigation and feasibility study of the site and any areas where there is a release or threatened release of hazardous substances from the site. The work plan and activities under it shall, at a minimum, conform to the National Contingency Plan (40 CFR Part 300), as amended, and the U.S. Environmental Protection Agency's "Guidance on Remedial Investigation under CERCLA" and "Guidance on Feasibility Studies under CERCLA" both dated June 1985, as amended, as well as state laws and regulations.

7.2. Work plan Objectives. The objectives of the Work plan are to:

a. Determine the nature and full extent of contamination of air, soil, surface water and ground water at the site and adjacent areas;

b. Identify all existing and potential migration pathways, including the direction, rate and dispersion

of contaminant migration;

c. Identify and evaluate appropriate remedial measures to prevent future releases and mitigate any releases which have already occurred; and

d. Collect and evaluate the information necessary to prepare a remedial action plan in accordance with the requirements of Health and Safety Code, Section 25356.1.

7.3. Work plan Contents. The work plan shall cover each of the following elements: remedial investigation, remedial investigation report, feasibility study and feasibility study report and shall contain a schedule for implementation of each element.

7.3.1. The remedial investigation portion of the work plan shall include at least the following elements:

a. A history of the site including a list of the hazardous materials used on-site and their estimated volumes and concentrations, a description of all manufacturing processes which are or were related to each hazardous material or produced any hazardous waste, and a site map delineating each area where hazardous materials and/or hazardous wastes were disposed, treated, stored, transferred, transported, handled or used;

b. A summary of all air, soil, surface water and ground water assessment work completed to date, including data reduction and interpretation of the data;

c. A description of the activities which will be undertaken to develop a complete profile of on-site and off-site air, soil, surface water and ground water contamination attributable to operations at the site;

d. Sampling protocols for air, surface water, standing liquid, ground water, sediment, surface soil and subsurface soil;

e. Analytic and quality control protocols for all sampling and analysis programs including:

(1) adequate sample identification;

(2) sample preservation techniques;

(3) chain of custody procedures;

(4) use of DHS approved analytical methods;

(5) identification of qualified person(s) conducting the sampling; and

(6) identification of a certified laboratory which will perform the analyses;

f. A description of locations where sampling will occur, and a list of chemical analyses to be performed;

g. Engineering specifications for all installations such as ground water monitoring wells and piezometers;

h. A description of provisions for gaining access to and obtaining samples from adjacent properties, where appropriate;

i. A description of how the date obtained pursuant to this Order will be managed and preserved by the Respondents in accordance with paragraph 9.14;

j. A site health and safety plan which covers all measures including contingency plans which will be taken to protect persons on and off the site from exposure to hazardous wastes, substances or materials during activities under the work plan; and

k. A public participation plan for informing local residents about activities at the site and responding to inquiries from concerned citizens.

7.3.2. The remedial investigation report portion of the work plan shall describe the steps necessary to submit this report in compliance with paragraph 7.4.

7.3.3. The feasibility study portion of the work plan shall include at least the following elements:

a. A summary of the existing and potential hazards for which corrective action is required;

b. A description of the alternative remedial actions which will be evaluated;

c. A list of the technologies which will be screened for each alternative remedial action described in (b) above;

d. A description of the factors which will be considered in screening and analyzing each alternative remedial action technology, including, but not limited to, effectiveness, reliability, timeliness of implementation, unit cost, availability, operation and maintenance costs and conformity with applicable laws and regulations;

e. A list of the criteria for screening and analyzing the alternative remedial action technologies; and

f. A description of all pilot studies, bench tests or other activities which will be performed to evaluate each alternative remedial action technology.

7.3.4. The feasibility study report portion of the work plan shall describe the steps necessary to submit this report in compliance with paragraph 7.5.

7.4. Remedial Investigation Report. The remedial investigation report shall be submitted by the Respondents to Department for review and approval in accordance with the approved work plan schedule. The remedial investigation report shall summarize the results of the remedial investigation including reduction and interpretation of all data and information generated and/or compiled during the remedial investigation. The remedial investigation report shall cover the following subjects relating to the site.

a. Introduction

1. Overview of Report
2. The Site Background Information
3. Nature and Extent of Problems
4. Remedial Investigation Summary

b. The Site Features Investigation

1. Demography
2. Land Use
3. Natural Resources
4. Climatology

c. Hazardous Substance Investigation

1. Waste Types

2. Waste Component Characteristics and Behavior

d. Hydrogeologic Investigation

1. Soils

2. Geology

3. Ground Water

e. Surface Water Investigation

1. Surface Water

2. Sediments

3. Flood Potential

4. Drainage

f. Air Investigation

g. Biota Investigation

1. Flora

2. Fauna

h. Bench and Pilot Tests

i. Public Health and Environmental Concerns

1. Potential Receptors

2. Public Health Impacts

3. Environmental Impacts

j. Public Participation Plan

7.5. Feasibility Study Report. The feasibility study report shall be submitted by the Respondents to Department for review and approval in accordance with the approved work plan schedule. The feasibility study report shall summarize the results of the feasibility study including reduction and

interpretation of all data and information generated and/or compiled during the feasibility study. The feasibility study shall cover the following subjects relating to the site.

a. Description of Current Situation

1. The Site Background Information

2. Nature and Extent of Release

3. Objective of Remedial Actions

b. Screening of Remedial Action Technologies

1. Technical Criteria

2. Remedial Action Alternatives Developed

3. Environmental and Public Health Criteria

4. Other Screening Criteria

5. Cost Criteria

c. Analysis of Remedial Action Alternatives

1. Technical Feasibility

2. Environmental Evaluation

3. Institutional Requirements

4. Public Health Evaluation

5. Cost Analysis

d. Recommended Remedial Action

7.6. Work plan Implementation. The Respondents shall implement the work plan as approved by Department in accordance with the approved schedule.

8.0 REMEDIAL ACTION PLAN

8.1. Draft Remedial Action Plan. Within 30 calendar days of Department's approval of the feasibility study report, the Respondents shall prepare and submit to Department for

review and approval a draft Remedial Action Plan (RAP) and the California Environmental Quality Act (CEQA) documents. The RAP shall set forth in detail appropriate steps to remedy air, soil, surface water and ground water contamination at the site and adjacent areas. The RAP shall be prepared in accordance with the standards and requirements set forth in Health and Safety Code, Section 25356.1. In addition, the RAP shall contain a schedule for implementation of all removal and remedial actions proposed to be taken. The CEQA documents shall be prepared in accordance with CEQA requirements.

8.2. Implementation of Final Remedial Action Plan. Within 60 days after Department's approval of the final RAP in accordance with Health and Safety Code, Section 25356.1, the Respondents shall submit to Department a detailed RAP work plan containing technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternatives, and a schedule for implementing the construction phase. The work plan shall also describe the nature and design of the construction or equipment to be employed, a site specific hazardous waste transportation plan (if necessary), the identity of any contractors, transporters and other persons conducting the removal and remedial activities for the site, post remedial sampling and monitoring procedures for air, soil, surface water, and ground water, and shall cover all of the subjects described in paragraph 7.3.1 subdivisions (d), (e), (f), (g), (h), (i), (j) and (k) as they pertain to the removal and remedial activities. The schedule

submitted with the work plan shall provide that all approved removal or remedial actions excluding operation and maintenance shall be completed by May 5, 1995.

8.2.1. Upon Department approval of the RAP work plan and schedule, the Respondents shall implement the final RAP as approved in accordance with the approved RAP work plan and the schedule for implementing the construction phase as specified in paragraph 8.2., above.

8.2.2. The Respondents shall be responsible for all operation and maintenance requirements in accordance with the final RAP and RAP work plan.

8.2.3. During the implementation of the final RAP and RAP work plan the Department may specify such additions, modifications and revisions to the RAP work plan as it deems appropriate to implement the RAP.

8.2.4. Any remedial technology employed in implementation of the final RAP shall be left in place and operated by the Respondents until and except to the extent that the Department determines and states in writing that the Respondents may discontinue or modify some or all of such remedial technology because the Respondents have met the criteria specified in the final RAP for discontinuance of such technology or because such modifications would better achieve the goals of the final RAP.

9.0 OTHER PROVISIONS

9.1. Project Coordinator. Within 15 calendar days of the effective date of this Order, the Respondents shall submit to the Department in writing, the name and address of a Project

Coordinator whose responsibilities will be to receive all notices, comments, approvals, and other communications from the Department to the Respondents.

9.2. Project Engineer/Geologist. The work performed pursuant to this Order shall be under the direction and supervision of a qualified registered professional engineer or a registered geologist in the State of California with expertise in hazardous waste site cleanup.

9.3. Monthly Activity Reports. Within 30 calendar days of the effective date of this Order and monthly thereafter, the Respondents shall submit a Monthly Activity Report of its activities under the provisions of this Order. The Monthly Activity Report shall describe:

(a) The specific actions taken by or on behalf of the Respondents during the previous month;

(b) The actions expected to be undertaken during the current month;

(c) All planned activities for the following month;

(d) Any requirements under this Order that were not completed;

(e) Any problems or anticipated problems in complying with this Order; and

(f) A summary of all results of sample analyses, tests and other data generated or received by the Respondents under this Order.

The Monthly Activity Report shall be received by the Department no later than ten (10) days after the reporting

month ends.

9.4. Incorporation of Documents. All plans, schedules, reports, specifications, and other documents required or submitted by the Respondents pursuant to this Order are, upon written approval by the Department, incorporated in this Order and shall be implemented by the Respondents as approved. Any noncompliance with such documents shall be noncompliance with this Order.

9.5. Exhibits. All Exhibits attached hereto are incorporated herein by this reference.

9.6. Submittals and Approvals. All submittals and notifications from the Respondents required by this Order shall be in writing and sent simultaneously to:

Mr. Hamid Saebfar
Acting Branch Chief
Department of Toxic Substances Control
ATTN: Angeles Chemical Company
1011 N. Grandview Avenue
Glendale, California 91201

Dr. Robert P. Ghirelli
Executive Officer
California Regional Water Quality Control Board
101 Centre Plaza
Monterey Park, California 91754

Mr. Bill Jones
Chief Investigative Section
Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, California 90040

Mr. George Baker
County of Los Angeles
Department of Health Services
Hazardous Materials Control Program
7300 East Alondra, Suite 203
Paramount, California 90723

All approvals and decisions of the Department made

regarding such submittals and notifications shall be communicated to the Respondents in writing by the Site Mitigation Branch Chief, Department of Toxic Substances Control or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules or any other writing prepared or submitted by or for the Respondents shall be construed to relieve the Respondents of their obligation to obtain such formal approvals as may be required herein.

9.7. Department Review and Approval. If the Department determines that any report, plan, schedule or other document submitted for approval pursuant to this Order fails to comply with this Order or fails to protect public health, public safety, or the environment, the Department may:

(a) Modify the document as deemed necessary and approve the document as modified; or

(b) Return the document to the Respondents with recommended changes and a date by which the Respondents must submit to the Department a revised document incorporating the recommended changes.

9.8. Modifications. The Department reserves the right to unilaterally modify this Order. Any modification to this Order shall be effective upon issuance and deemed incorporated in this Order.

9.9. Time Periods. Unless otherwise specified, time periods begin from the effective date of this Order and "days" means calendar days. The effective date of this Order is the

date of issuance by the Department.

9.10. Extension Requests. If, for any reason, the Respondents are unable to perform any activity or submit any document within the time required under this Order, the Respondents may request, in writing, an extension of the time specified. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

9.11. Extension Approvals. If the Department determines, that good cause exists for an extension as set forth in Paragraph 9.10 the Department may grant the request and specify in writing a new schedule. The Respondents shall comply with the new schedule.

9.12. Endangerment During Implementation. In the event that the Department determines that any circumstances or activities (whether or not pursued in conformance with this Order) are creating an imminent or substantial endangerment to the health and safety and welfare of persons on the site or in the surrounding area, or to the environment, the Department may issue a Stop Work Order to the Respondents to stop further implementation of this Order for such period of time as needed to abate the endangerment. Any deadline contained in this Order which is directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

9.13. Site Access. Access to the Site and laboratories used for analyses of samples under this Order shall be

provided at all reasonable times to employees, contractors, and consultants of the Department. Nothing in this Paragraph is intended or shall be construed to limit in any way the right of entry or inspection that the Department or any other agency may otherwise have by operation of law. The Department and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to:

(a) Inspecting records, operating logs, sampling and analytical data, and contracts relating to this Site;

(b) Reviewing the progress of the Respondents in carrying out the terms of this Order;

(c) Conducting such tests as the Department may deem necessary; and

(d) Verifying the data submitted to the Department by the Respondents.

9.14. Sampling, Data and Document Availability. The Respondents shall permit the Department and its authorized representative to inspect and copy all sampling, testing, monitoring or other data generated by the Respondents or on behalf of the Respondents in any way pertaining to work undertaken pursuant to this Order. The Respondents shall inform the Department at least two (2) days in advance of all field sampling under this Order and shall allow the Department and its authorized representatives to collect duplicates of any samples collected pursuant to this Order. The Respondents shall maintain a central depository of the data, reports, and

other documents prepared pursuant to this Order. All such data, reports, and other documents shall be preserved by the Respondents for a minimum of six (6) years after the conclusion of all activities under this Order. If the Department requests that some or all of these documents be preserved for a longer period of time, the Respondents shall either comply with that request or deliver the documents to the Department. The Respondents shall notify the Department in writing at least six (6) months prior to destroying any documents prepared pursuant to this Order.

9.15. Penalties for Noncompliance. Failure to comply with the provisions of this Order, or with any reports, plans, specifications, schedules, or other documents incorporated as part of this Order pursuant to Paragraph 9.4., may subject the Respondents to civil penalties in addition to cost recovery as specified in Paragraph 9.16.

9.16. Cost Recovery. Failure or refusal of the Respondents to comply with this Order may make the Respondents liable for any government costs incurred, including those payable from the Hazardous Substance Account or the Hazardous Substance Cleanup Fund for any response action at the Site, as provided in Health and Safety Code, Section 25360 and other applicable provisions of law. These costs include the Department's direct, indirect, and administrative overhead costs. Cost recovery may also be pursued by the Department under CERCLA.

9.16.1. Past Costs. Within sixty (60) days of receipt of

an invoice, the Respondents shall reimburse the Department for all past costs related to the Site and incurred prior to issuance of this Order. The Department will deduct the amounts of:

(a) Fees paid by the Respondent; and

(b) Any payments on past invoices.

9.16.2. Future Costs. The Respondents shall be liable for all costs and fees owing to the Department or the Board of Equalization in accordance with applicable law. The Respondents shall pay all fees for oversight assessed pursuant to Health and Safety Code, Section 25347.6 upon billing by the Board of Equalization. The Department has determined that the Site is a medium sized site, however, the site size may be revised based upon the receipt of further information. The Department reserves any and all rights under applicable law to recover all costs expended for oversight of response activities at the Site which are above the fees paid under Health and Safety Code, Section 25347.6.

9.17. Additional Enforcement Actions. By issuance of this Order, the Department does not waive the right to take any further enforcement actions.

9.18. Compliance with Applicable Laws. The Respondents shall carry out this Order in compliance with all applicable local, State, and Federal requirements, including, but not limited to, requirements to obtain permits and assure worker safety.

9.19. Government Liabilities. The State of California

shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Respondents, and related parties specified in Paragraph 9.22 in carrying out the activities pursuant to this Order, nor shall the State of California be held as party to any contract entered into by the Respondents or its agents in carrying out activities pursuant to this Order.

9.20. Reservation of Rights. Nothing in this Order is intended or shall be construed to limit the rights of any of the parties hereto with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Order is intended or shall be construed to limit or preclude the Department from taking any other action authorized by law to protect the public health and welfare or the environment and recovering costs thereof.

9.21. Severability. The requirements of this Order are severable, and the Respondents shall comply with each and every provision hereof notwithstanding the effectiveness of any other provision.

9.22. Parties Bound. This order applies to and is binding upon the Respondents, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to, individuals, partners, and subsidiary and parent corporations and upon any successor agency of the State of California that may have responsibility for and jurisdiction

over the subject matter of this Order.

IT IS SO ORDERED THIS TENTH DAY OF FEBRUARY, 1993.

Hamid Saebfar
Acting Branch Chief
Department of Toxic Substances Control

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EXHIBIT 1

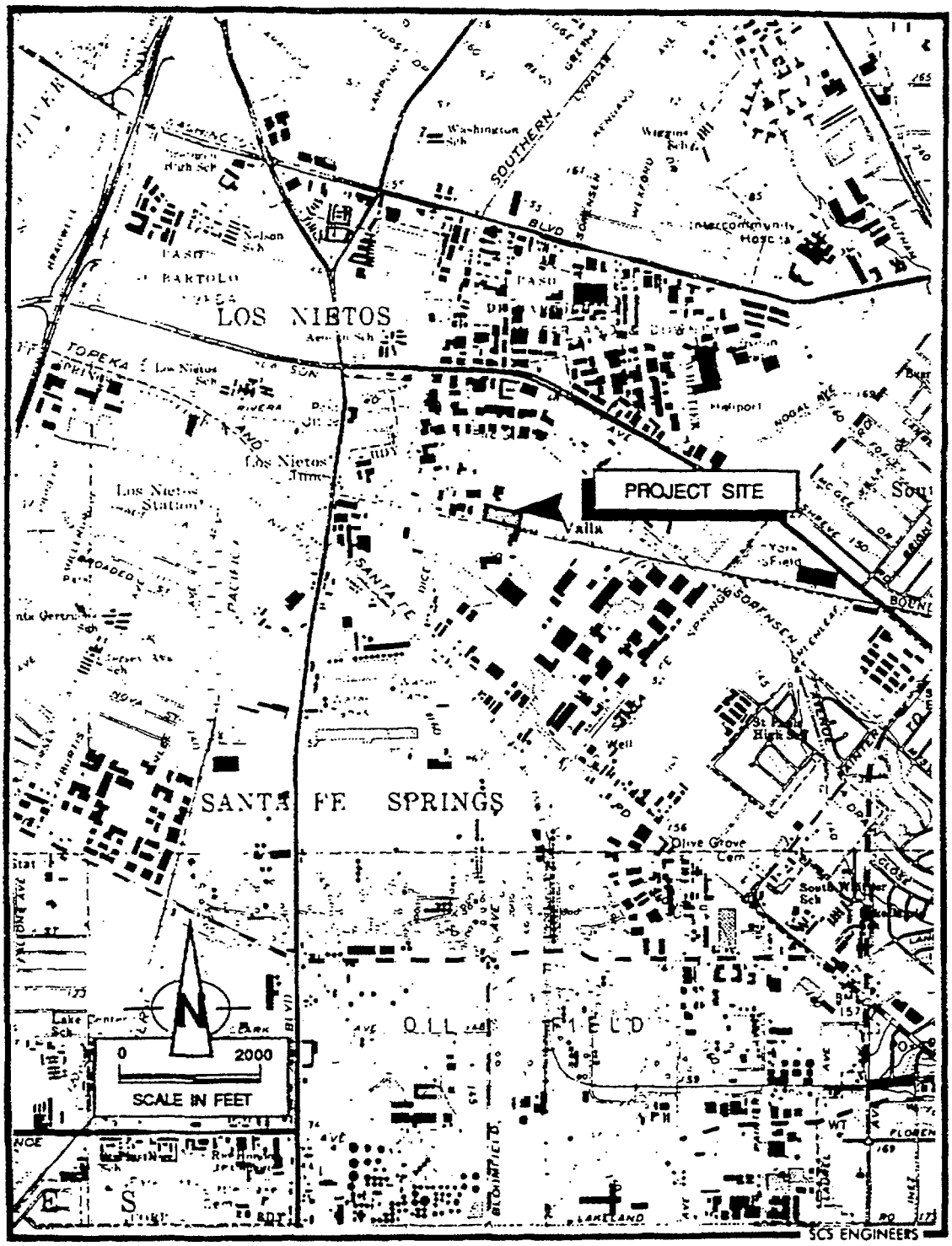

Figure 1. Map Showing Location of Project Site.

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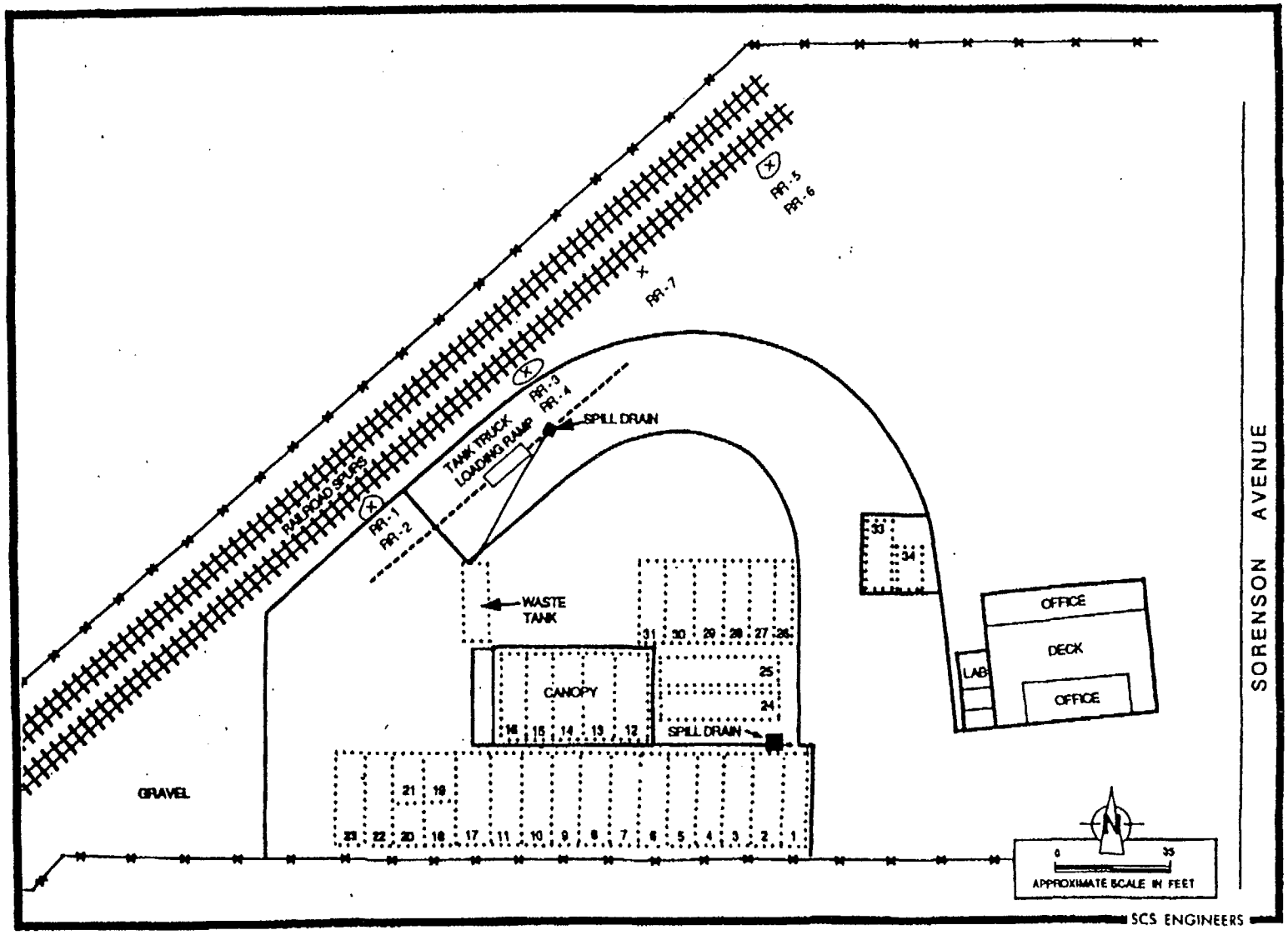

Figure 2. Approximate Locations of Soil Samples at Angeles Chemical, Santa Fe Springs, California.

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