

1 Lester O. Brown, Bar No. 160828
 LBrown@perkinscoie.com
 2 James G. Bernald, Bar No. 205519
 JBernald@perkinscoie.com
 3 PERKINS COIE LLP
 1888 Century Park East, Suite 1700
 4 Los Angeles, CA 90067-1721
 Telephone: 310.788.9900
 5 Facsimile: 310.788.3399

6 Attorneys for Defendant
 West Coast Wood Preserving, LLC
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8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

11 CALIFORNIA DEPARTMENT OF
 12 TOXIC SUBSTANCES CONTROL,
 et al.,
 13 Plaintiffs,
 14 v.
 15 JIM DOBBAS, INC., et al.,
 16 Defendants.

Case No. 2:14-cv-00595-WBS-EFB

**ORDER RE: REQUEST TO
 REMOVE AND REPLACE
 INCORRECTLY FILED
 DOCUMENT: DOCKET NUMBER
 79-3**

Judge: Hon. William B Shubb
 Date: January 26, 2015
 Time: 2:00 p.m.
 Place: Courtroom 5, 14th Floor
 501 I Street
 Sacramento, CA 95814
 Trial: January 4, 2017
 Action Filed: March 3, 2014

19 AND RELATED CROSS-
 20 ACTIONS.

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1 Having considered the Request by Defendant West Coast Wood Preserving,
2 LLC to Remove and Replace Incorrectly Filed Document: Docket Number 79-3
3 (the "Request"), and having considered any and all other papers filed by the parties
4 in support of and in opposition to the Request, and good cause having been shown,

5 IT IS THEREFORE ORDERED that:

6 (1) The Request is granted; and

7 (2) The Clerk of the United States District Court for the Eastern District of
8 California shall remove Docket Number 79-3, and replace it with the corrected
9 version, a copy of which is attached to this Order.

10 Dated: December 17, 2014

11 
12 WILLIAM B. SHUBB
13 UNITED STATES DISTRICT JUDGE

14 DATED: December 16, 2014

15 Respectfully submitted,

16 **PERKINS COIE LLP**

17 By: /s/Lester O. Brown
18 Lester O. Brown

19 Attorneys for Defendant
20 West Coast Wood Preserving, LLC
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Exhibit A

AGREEMENT

THIS AGREEMENT, dated this 12 day of ~~August~~^{SEPTEMBER}, 1979, is between THE WICKES CORPORATION, a Delaware corporation (hereinafter referred to as "Buyer") and PACIFIC WOOD PRESERVING CORPORATION, a California corporation (hereinafter referred to as "Seller").

RECITALS

This Agreement is entered into with reference to the following facts:

1. Seller is engaged in the wood preserving pressure treatment of lumber in the City of Elmira, California, and in said business owns and uses certain assets which include real property, inventory, furniture and fixtures, machinery and equipment, motor vehicles, office equipment and supplies and trade names. All of these assets are hereinafter referred to as the "Assets".
2. Seller desires to sell the Assets, and Buyer desires to purchase the Assets upon the terms and conditions hereinafter set forth.
3. The Board of Directors and shareholders of Seller shall adopt resolutions approving the transaction contemplated herein on or before the Closing Date (Article X). The Board of Directors or Executive Committee thereof, shall approve the expenditure of funds required to complete the transaction contemplated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual acts and promises hereinafter contained, Buyer and Seller hereby agree, warrant and represent as follows:

ARTICLE I - SALE OF ASSETS

1.1 Buy - Sell.

On the basis of and in reliance upon the representations and warranties herein contained, subject to the terms and conditions set forth herein, and for the consideration provided for herein, Seller shall sell to Buyer and Buyer shall buy from Seller the Assets.

ARTICLE II - PURCHASE PRICE.

2.1 Buyer agrees to pay to Seller the sum of Six Hundred Ninety Thousand Dollars (\$690,000) ("Purchase Price") for the real property and the improvements located thereon described in Schedule A(1) attached hereto, the machinery and equipment described in Schedule A(2) attached hereto. Buyer agrees to purchase the inventory described in Schedule A(3) which will be attached hereto on the Closing Date upon the completion of the physical inventory provided for in Paragraph 2.2 below and at the value provided in said Paragraph 2.2 below. The value each of the assets is set forth on the respective schedule of assets.

2.2 On or about September 12, 1979, a physical count of the inventory shall be made, so as to establish an identification

thereof as of the Closing Date (Article X), and a valuation of such inventory shall be made on or before the closing date. The parties shall use their best efforts to arrive at a mutually acceptable identification and value of the inventory. In valuing the inventory, the following procedures shall be used:

(a) The physical count of the inventory shall be conducted by representatives of Seller, with observation and audit thereof by representatives of Buyer;

(b) The inventory shall be priced by representatives of Seller, with observation and audit thereof by representatives of Buyer. The lumber inventory shall be priced market on the day before the closing date and all other inventory shall be at the lower of Seller's cost or market;

(c) The inventory value shall be increased by the addition thereto of a premium of Fifty Thousand Dollars (\$50,000).

2.3 As additional consideration Buyer hereby agrees to assume the liabilities set forth in Schedule B(1) - Assumed Contracts, Schedule B(2) - Trade Accounts Payable. Except for these assumed liabilities, all other liabilities and obligations of Seller, including, but not limited to, all accrued employee benefits (including accrued vacation pay, commissions, pension plan liability, etc.) shall continue to be the obligation of Seller; and Buyer shall not be liable with respect to such liabilities or obligations.

ARTICLE III - ADJUSTMENTS TO PURCHASE PRICE

3.1 The Purchase Price shall be subject to the following adjustments at the Closing:

(a) The Purchase Price shall be reduced by the amount of Trade Accounts Payable set forth on Schedule B(2) attached hereto; and

(b) ~~The Purchase Price shall be increased or decreased to reflect the amount by which the physical inventory referred to in Paragraph 2.2 exceeds or is less than the inventory value set forth on Seller's May 31, 1979 Balance Sheet - \$307,000.~~ A/R

(c) The Purchase Price shall be increased by an amount equal to the actual amount spent by Seller directly to correct the ground pollution problem described in Article XI herein.

The Purchase Price, as adjusted, is hereinafter referred to as the "Adjusted Purchase Price".

ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer:

4.1 Organization of Seller.

Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

4.2 Corporate Power.

Seller has full power and authority to convey, assign, transfer and deliver the Assets described and identified in Schedule A(1), Schedule A(2), and Schedule A(3) and to enter into this

Agreement; and all corporate acts and other proceedings required to be taken on its part to authorize it to carry out required to be taken on its part to authorize it to carry out this Agreement and to so convey, assign, transfer and deliver the Assets either have been properly taken or will be taken properly prior to Closing Date (subject, however, to the right of the Board of Directors or the shareholders of Seller to not approve or authorize the transaction contemplated herein).

4.3 No Violations or Breaches.

(a) No Breaches. Neither the executive of this Agreement nor the consummation of the transaction contemplated herein will (i) result in a breach of any agreement or instrument to which Seller is a party or bound, (ii) constitute or provide a basis upon which a default could mature or a right of termination, cancellation, or acceleration arise, or (iii) give to any other party an interest in or right to the Assets. All consents to the transaction contemplated herein required under any agreement to which Seller is a party or bound have either been obtained or will be obtained prior to Closing (Article X).

(b) No Governmental Violation. Except as set forth on Schedule C attached hereto, the business conducted by Seller is not in violation of any law, statute, rule, governmental regulation or order, nor are there any facts known to the officers of Seller upon which a violation thereunder could be asserted. Without limiting the generality of the foregoing, Seller is in substantial compliance with Occupational

Safety and Health Act, implementing Federal and state regulations thereunder and state environmental controls, standards, statutes, rules or regulations. The business conducted by Seller comports with the practices generally prevailing in the relevant industries.

(c) Consent. All consents or approvals in order to permit Seller to consummate the transactions of each person and entity, whose consent or approval is required under any contractual authorization and which presently bind or may bind the Assets or the Seller, have been obtained.

(d) Statutory Requirements. The statutory requirements, whether local, state or Federal, for the valid consummation by Seller of the transactions contemplated herein have been fulfilled; and all authorizations, approvals and consents, if any, of all Federal, state and local governmental agencies and authorities required to be obtained in order to permit consummation by Seller of the transactions herein contemplated have been obtained.

4.4 Employment Related Matters.

(a) Collective Bargaining Agreements. Seller is not a party to any collective bargaining agreements or any written employment related agreements that contains any severance pay, liabilities or obligations, or which may bind the Buyer.

(b) Absence of Union Activities. Seller has not

been the subject of any union activity nor do the officers of Seller have any reason to suspect that it may be the subject of any organized union activity. To the best of Seller's knowledge and belief, it has not violated any applicable Federal or state law relating to labor or committed any unfair labor practices under applicable state and Federal statutes; and Seller is not presently engaged in any labor disputes.

(c) Compensation and Other Plans. Except as described in Schedule D, Seller does not have, nor is it bound by, any (a) bonus, deferred compensation, pension, profit sharing, or retirement plans, stock options, or other arrangements (b) group life insurance, hospitalization, or other employee benefit agreements or plans, and (c) any employment agreement, contract or commitment with any employee of Seller, or any consulting contract regarding the business conducted by Seller. A copy of any insurance policies described in Schedule D has been delivered to Buyer. Schedule E is a true, correct and complete list of all employees presently employed by Seller, together with their Social Security numbers, date of birth, date of hire, categorizations as salaried or hourly, job titles and present salary commissions and bonuses, if any.

4.5 Title.

Seller has good and marketable title to the Assets and as of the Closing Date the Assets will be subject to no

mortgages, pledge, liens, conditional sales contracts, encumbrances, charges or any security interest whatsoever, except as set forth in Paragraph 8.4(a) herein.

4.6 Condition of Assets.

All items of personalty listed in Schedule A(2) are in good repair, physical condition, working order and condition, ordinary wear and tear excepted.

4.7 Insurance.

The Assets are insured to the Closing Date against loss under policies of insurance which are in full force and effect and the coverages provided thereby are adequate and reasonable.

4.8 Taxes.

All state and local sales or use taxes, personal property taxes and real property taxes, state and Federal income taxes, state and Federal unemployment compensation taxes which have accrued to the Closing Date shall be paid by Seller.

4.9 No Litigation or Adverse Events.

Except as set forth in Schedule F there are no actions, suits, claims, proceedings pending or threatened against Seller which affect the Assets being purchased by Buyer or in any way adversely or materially affect the future conduct of the business presently being conducted by Seller, at law or in equity or by or before any Federal, state, municipal

or other governmental or non-governmental department, commission, bureau, agency or authority; nor is Seller aware of the existence of any facts upon which any suit, action, claim or countersuit may be initiated.

Seller is not aware of any facts which in Seller's opinion would materially and adversely affect the future operation or prospects of the business presently being conducted by it. Without limiting the generality of the foregoing, Seller does not have any information, nor is it aware of any facts, indicating that any of its major customers intend to cease doing business with it (or Buyer) or intend to materially alter the amount of business they are presently doing with Seller. Seller does not have any information, nor is it aware of any facts, indicating that any of its major sources of supply intend to cease doing business with it (or Buyer), or intend to materially alter the amount of business they are presently doing with Seller.

4.10 Absence of Conflicts.

No shareholder of Seller, or any officer, or director or employee of Seller, nor any spouse, child or other relative of any of these persons, owns, or has any interest, directly or indirectly (except as shareholder), in any of the Assets.

4.11 Brokers' or Finders' Fees.

Except for employing the services of a Mr. Morris, Seller has not retained the services of any individual or entity who might be entitled to a brokers' or finders' fee or

commission in respect of the transaction proposed herein. Seller agrees to indemnify and Hold Buyer harmless of and from any claim for a broker's commission or finder's fee by Mr. Morris.

4.12 Trade Name.

Except for the name Pacific Wood Preserving Corporation, Seller has no trade names or trademarks. From and after the date hereof, Seller shall not use the name "PACIFIC WOOD PRESERVING CORPORATION", or any variant thereof for any purpose, except where such is necessary for it to wind-up and resolve certain matters relating to the business heretofore conducted by it and arising out of the conduct of its business, provided that the use thereof by Seller shall clearly reflect the transaction contemplated hereby. Seller shall take such measures as may be required in order to abandon the name Pacific Wood Preserving corporation and transfer same to Buyer. Buyer acknowledges that Richard Jackson, the principal shareholder of Seller is involved in a similar business located in Bakersfield, California and that this Agreement, except as to provisions dealing with non competition, does not concern the similar business.

4.13 Access to Information.

Seller has allowed representative of Buyer full access to its properties, books, records, employees, such other information pertaining to its business or to the Assets,

as requested by Buyer. The books and records are in all material respect complete and accurate and have been maintained in accordance with good business practice.

4.14 Trade Accounts Payable. Each of the trade accounts payable set forth on Schedule B(2) attached hereto constitute an obligation incurred by Seller in connection with and in furtherance of Seller's business, and any delinquency, late charge or penalty existing at the time of transfer shall be paid by Buyer and the purchase price shall be reduced by the amount of such delinquency, late charge or penalty.

4.15 Seller agrees not to engage in any business of any type and character in competition with Buyer in the business of wood preserving treatment of lumber, as such was conducted by Seller at the date hereof for a period of three years and in a circular geographic area determined with a radius Two Hundred and Fifty (250) miles from the real property described in Schedule A(1).

ARTICLE V - REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

5.1 Organization.

Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and is qualified to do business in the State of California.

5.2 Corporate Power.

Buyer has full power and authority to enter into this

Agreement; and all corporate acts and other proceedings required to be taken on its part to authorize it to carry out this Agreement either have been properly taken or will be taken properly prior to the Closing Date (subject, however, to the right of the Board of Directors of Buyer to not approve or authorize the transaction contemplated herein).

5.3 No Violation or Breaches.

Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will (i) result in a breach of any agreement or instrument to which Buyer is a party or bound, or (ii) constitute or provide a basis upon which a default could mature or a right of termination, cancellation, or acceleration arise. All consents to the transaction contemplated herein required under any agreement to which Buyer is a party or bound have either been obtained or will be obtained prior to Closing Date.

ARTICLE VI - COVENANTS OF SELLER

6.1 Conduct of Business; Investigation.

From the date hereof to the Closing Date, Seller shall conduct its business only in the ordinary course. The Assets (and risk of loss attendant therewith) owned by, and the liabilities and obligations against, Seller shall continue to be owned by or be against it until the Closing Date.

6.2 Access to Records.

The Closing Date.

For the records relating to the period prior to the

Closing Date, Seller agrees to give Buyer full access, access not to exceed seven (7) years from the Closing Date, to its premises, books and records, and to furnish Buyer with such financial and operating data and other information with respect to the business and properties of Seller as Buyer shall from time to time request; and Seller shall keep Buyer fully apprised of all developments of and activities of Seller. Buyer agrees to provide storage for such records as Buyer requires. Such investigation as shall be made by Buyer in regard thereto shall be conducted in such manner as not to unreasonably interfere with the operation of the business of Seller. In the event the transaction contemplated herein is not consummated for any reason, Buyer shall return to Seller, upon Seller's demand, all of Seller's books, records, operating data and information, and all copies and notes thereof, furnished or made available to Buyer hereunder, and Buyer shall keep all information furnished to it by Seller confidential and shall not reveal any such information to any third party. All expenses in connection with the foregoing shall be borne by Buyer.

6.3 Consents, Etc.

Prior to the Closing Date, Seller shall secure all written consents to the transaction contemplated herein required under any contracts to which it is a party or bound, including, but not limited to License Agreements dated February 21, 1977 and February 26, 1977 between Seller and Koppers Company, Inc. Seller shall secure such approvals or consents

as may be required under any statute, rule, regulation or law.

6.4 Shareholders Approval.

Prior to the Closing Date, Seller shall submit this Agreement to its shareholders for approval, all as provided by law and its Charter Documents.

ARTICLE VII - SELLER'S INDEMNITY

7.1 Indemnity.

In the event that the Seller's representations and warranties set forth in Paragraphs 4.3 to 4.15 inclusive, or Seller's Covenants set forth in Paragraphs 6.1, through 6.4, inclusive, are breached by Seller, Buyer shall not be entitled to any remedies against Seller including but not limited to Buyer's refusal to consummate the transaction contemplated herein, provided (a) Seller, upon receipt of written notice from Buyer specifying the particular breach or breaches, shall immediately commence to cure such breaches and shall diligently pursue the curing thereof to completion and Buyer shall sustain no liability, loss, damage or expense as a result of any such breach, or, if Buyer sustains any such liability, loss, damage or expense, it shall be fully reimbursed by Seller therefor and (b) after the Closing Date Buyer's ability to conduct a wood treatment and preserving business at the location the same is being conducted by Seller as of the Closing Date shall not be materially impaired. In the event that an alleged claim, demand, action or cause of action is asserted by any third party which, if established as asserted,

constitutes any such breach, the Seller shall have the right to contest any such assertion at Seller's sole expense provided that Buyer, by reason of such contest by Seller, shall not be subject to any liability, loss, damages or expense and such business of Buyer is not materially and adversely affected by Seller undertaking any such contest.

Seller shall indemnify and hold Buyer harmless from and against any liability, loss, damages and expenses (including but not limited to any costs, expenses and attorneys' fees incurred by Buyer in the event any claim or demand is asserted against Buyer, whether or not the same shall be litigated), resulting from any such breach or any undisclosed, unknown or unassumed liabilities of Seller of any nature, whether accrued, absolute, contingent or otherwise, which may be asserted against Buyer. If Buyer seeks indemnification under this Article as to any claim or demand asserted by any third party, or as to any proceeding, Buyer shall furnish Seller immediate written notice of the claim or proceeding as to which indemnification is sought, and shall forward to Seller every demand, notice, summons, complaint or other process received in connection therewith. Unless otherwise agreed, the Seller shall have the right to defend against such claim or proceedings and in its sole discretion to settle the same. Buyer shall cooperate fully with the Seller in such defense and may employ separate counsel, provided unless otherwise agreed such employment shall be at the expense of Buyer. In the event Buyer fails to

forward any such notice or other document as provided above and as a result of such action a default or judgment upon such claim or proceeding is rendered against Buyer, the Buyer fails to have the same reopened or reversed, Seller shall have no liability to Buyer under this Agreement with respect to such claim proceedings, default or judgment.

In the event Seller does not defend, settle or pay the claim, it shall be bound by any result obtained by Buyer; it being understood that Buyer is in no way obligated to defend any such claim, and that in the event Seller does not defend, settle or pay the claim Buyer has the right, in such event, to settle such claim, in its sole discretion, even by payment of the whole thereof.

ARTICLE VIII - CONDITIONS PRECEDENT TO THE
OBLIGATION OF BUYER

The transaction contemplated herein, the sale of the Assets shall be consummated at the Closing (Article X) and Buyer shall be obligated to consummate the sale under Article X if and only if:

8.1 Except as to the representations, warranties and covenants of Seller specifically referred to in Paragraph 7.1 by reference to numbered Paragraphs, the representations and warranties of Seller remain true, accurate and complete in all respects;

8.2 Seller has complied with the provisions of the Unemployment Compensation Act of California in all respects.

8.3 The Board of Directors (or Executive Committee thereof) of Buyer has approved this Agreement and the transaction contemplated herein.

8.4 Seller is prepared to deliver the following to Buyer at the Closing:

(a) A Corporate Grant Deed duly executed by Seller in recordable form vesting title in Buyer; and (ii) at Sellers expense a CLTA policy of title insurance issued by Safeco Title Insurance Company in the amount set forth in Schedule A(1) attached hereto insuring Buyer's title in the real property described in Schedule A(1) subject only to real property taxes which are a lien but not yet payable and to the following exceptions set forth in Safeco Title Insurance Company's preliminary title report No. 40969 dated July 27, 1979 at 7:30 a.m. a copy of which preliminary title report is attached hereto as Schedule 6, exceptions numbers: 1 and 5.

(b) An Assignment of that certain Lease Agreement between Seller and the Southern Pacific Transportation Company dated October 3, 1972 and duly consented to by said railroad.

(c) A Bill of Sale and/or Assignments, duly executed, in form sufficient to transfer the Assets set forth on Schedule A(2) attached hereto and Schedule A(3) which shall be attached prior to the closing date.

(d) Duly executed agreements in the form attached

hereto as Schedule H, acceptable to Buyer by which Richard Jackson agrees to refrain from certain activities.

(e) Duly executed assignments of such certificates of title and documents (including, without limitation, certificates of title) as are necessary to transfer all rights, title and interest to the personalty represented thereby constituting a part of the Assets;

(f) All consents to the transaction contemplated herein from third parties required under any agreements or instruments (i) to which Seller is a party or bound or (ii) which encumbers the Assets or the free transferability thereof and waivers from third parties of any defaults, rights or acceleration thereunder, occasioned by the consummation of the transaction contemplated herein;

(g) A certified copy of a resolution of the shareholders of Seller, authorizing the sale of the Assets as herein set out;

(h) A certified copy of a resolution of the Board of Directors of Seller authorizing the sale of the Assets as herein set out;

(i) A certificate, signed by the President of Seller, dated the Closing Date that (a) all representations and warranties made by Seller herein, or in any written statement delivered to Buyer by the Seller pursuant to this Agreement are true, accurate and complete on the Closing Date, as if they were made on such date and

(b) Seller has duly performed each of the actions and undertakings of it to be performed on or before the Closing Date pursuant to the terms hereof;

(j) Releases and reconveyances of all security interests, liens, mortgages and deeds of trust and pledges encumbering the assets.

(k) The Opinion of Counsel for Seller, dated the Closing Date, addressed to Buyer and in form and substance satisfactory to Buyer, to the effect that:

(1) Seller is a duly organized corporation, is validly existing, and is in good standing, all under the laws of the State of California;

(2) All proceedings necessary under the law, including, Seller's charter documents, or otherwise, to be taken by or on the part of Seller to enable it to carry out all of its obligations under this Agreement have been taken and the Agreement is duly and validly authorized, executed and delivered by Seller and constitutes a binding obligation of Seller specifically enforceable against Seller in accordance with its terms;

ARTICLE IX - CONDITIONS PRECEDENT TO THE
OBLIGATIONS OF SELLER

The sale of the Assets shall be consummated at the Closing (Article X) and Seller shall be obligated to consummate the sale under Article X if and only if:

9.1 All proceedings taken and to be taken in connection with the transaction contemplated by this Agreement are in form and substance acceptable to counsel for Seller; and

9.2 Buyer is prepared to deliver:

A certified copy of a resolution of the Board of Directors of Buyer authorizing the purchase of the Assets as herein set out.

9.3 Bulk Sales Notice.

Prior to the Closing Buyer agrees to comply with the provisions of the Bulk Sales Law as set forth in Division 6 of the California Commercial Code. Seller will cooperate with Buyer in providing the necessary information to enable Buyer to so comply.

9.4 Such assumption agreements as may be required in order to assume the obligations set forth in Schedules B(1) and B(2) attached hereto.

ARTICLE X - CLOSING

10.1 Date, Location, Time.

A meeting ("Closing") shall be held at the offices of Dobbins, Weir, Thompson and Stephenson, 500 Main Street, Vacaville, California on the 12th day of September, 1979 ("Closing Date"), 1:30 p.m., Pacific Daylight Time, or upon such earlier or later date, or at such other time or place, as shall be agreed upon in writing between Seller and Buyer, for the purpose of ascertaining whether all conditions precedent to consummation have been met and, if all such conditions precedent have been

met, to then consummate the transaction.

10.2 Delivery of Indicia of Ownership.

Seller shall deliver to Buyer (a) such deeds, bills of sale, endorsements, motor vehicle certificates of title, assignments and other good and sufficient instruments of sale, conveyance and transfer satisfactory in form and substance to Buyer and its counsel, as shall be effective to convey to and to vest in Buyer good and marketable title to the Assets to be sold, conveyed, transferred and delivered hereunder, and (b) all of Seller's books, records (including, without limitation, all accounting and credit records), and data relating to the Assets and the conduct of its business heretofore conducted and except records which Seller is required by law to retain in its possession.

10.3 Adjusted Purchase Price.

At the Closing, Buyer shall pay to Seller in certified funds, the sum of Three Hundred Thousand Dollars (\$300,000), the balance of the adjusted purchase price shall be paid to Buyer by certified funds within seven (7), days from the Closing Date.

ARTICLE XI - POLLUTION CONTROL CONSTRUCTION

11.1 Seller is the defendant in that certain lawsuit filed against it by the State of California, described more particularly in Schedule H concerning the chemical pollution of the soil and water. Seller has negotiated a settlement of this lawsuit which requires certain capital expenditures established by Seller as being approximately One Hundred Thousand Dollars (\$100,000).

Completion of the corrective action required by the State of California shall be the responsibility of the Buyer. In the event the cost of the corrective action is less than One Hundred Thousand Dollars (\$100,000), the amount of such savings shall be shared equally by Seller and Buyer. In the event the cost of the corrective action is more than One Hundred Thousand Dollars (\$100,000), Seller shall immediately reimburse Buyer for the full amount of any such overage.

11.2 Seller agrees to indemnify and hold Buyer harmless of and from any and all liability, claims, damages, actions, suits and proceedings of every kind in connection with the pollution of the soil, air or water occurring prior to the closing date and arising out of or in connection with Seller's operation of its business. Seller also agrees to indemnify and hold Buyer harmless of any from any cost or expenses in connection with the corrective action referred to in Section 11.1 above in excess of One Hundred Thousand Dollars (\$100,000).

11.3 Buyer shall withhold from the purchase price the sum of Fifty Thousand Dollars (\$50,000) until such time as Seller delivers to Buyer a Dismissal With Prejudice in the lawsuit filed by the State of California described in Schedule E and the corrective action described in Paragraph 11.1 above has been completed. Buyer may use any or all of the amount so withheld to pay costs and expenses incurred to complete the corrective action referred to in Paragraph 11.1 above in excess of the One Hundred Thousand Dollars (\$100,000) to be paid by Buyer.

ARTICLE XII. - PENSION PLAN

12.1 Seller shall give to each of the participants of Pacific Wood Preserving Pension and Profit Sharing Plan the option of receiving the money in cash, transferring monies into another pension or profit sharing plan, or the purchase of an annuity. Buyer shall have no liability whatsoever arising out of or in connection with the Plan or the termination thereof and Seller shall indemnify and hold Buyer harmless from and against, and reimburse Buyer with respect to any and all loss, damage, liability, claim or expense, known or unknown, contingent or certain arising out of or in connection with the Plan or the termination thereof.

ARTICLE XIII. - MISCELLANEOUS

13.1 Survival of Warranties.

All warranties, representations and covenants contained herein shall survive the Closing provided for herein.

13.2 Expenses.

Except as set forth herein, Seller and Buyer shall each pay its own expenses incurred by or on its behalf in connection with all matters to which this Agreement relates, including, but not limited to, fees of counsel, accountants, agents and representatives. Buyer and Seller agree to prorate as of the Closing Date based upon a three hundred sixty (360) day year and thirty (30) day month each of the following: real property taxes on the real property described in Schedule A(1) attached hereto, personal property taxes on the personal property described in Schedule A(2)

attached hereto, rental payments, license fees and other apportionable fixed charges with respect to the liabilities assumed pursuant to Schedule B(1) attached hereto. Insurance premiums covering all real and personal property shall not be prorated and Seller shall, as of the Closing Date, cancel all of such policies.

13.3 Entire Agreement.

This Agreement constitutes the entire agreement of Seller and Buyer with respect to the subject matter hereof, superseding all negotiations, prior discussions and any preliminary agreements.

13.4 Governing Law.

This Agreement shall be governed by the laws of the State of California.

13.5 Notices.

All notices, requests, demands and any other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if personally served, or deposited in the United States Mail, postage prepaid, certified or registered, addressed as follows:

If to Buyer: The Wickes Corporation
 1010 Second Avenue
 San Diego, California 92101
 Attn: President

With a copy to: The Wickes Corporation
 1010 Second Avenue
 San Diego, California 92101
 Attn: Michael J. McPhee

If to Seller: Pacific Wood Preserving Corporation
 P.O. Box 128
 Elmira, California 95625
 Attn:

With a copy to: Donald Stevenson
Dobbins Wier Thompson
Stevenson
P.O. Box 207
Vacaville, California 95668

or to such address as Seller or Buyer, as the case may be, shall designate in writing; provided, however, notices of changes of address must be received by the addressees.

13.6 Further Documentation and Actions.

Seller and Buyer shall execute and deliver such further documents as may be necessary to affect this Agreement and the transfer of the Assets. Seller and Buyer agree to make whatever adjustments between themselves, on an equitable and pro rata basis, as may be necessary, for any cash received to be paid out by Seller or Buyer, where such receipt or disbursement is allocable to both Seller and Buyer.

13.7 Sales and Use Tax.

Buyer agrees to pay all sales taxes, use taxes or any transfer taxes arising from the transaction contemplated herein, and Buyer does hereby agree to indemnify Seller for same.

13.8 Binding Effect.

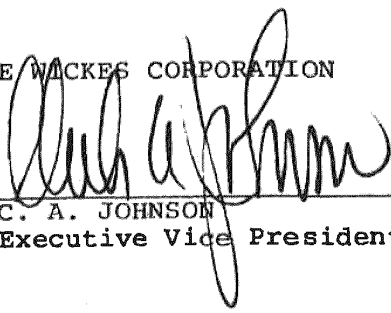
This Agreement shall be binding and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Witness:

THE WACKES CORPORATION

BY

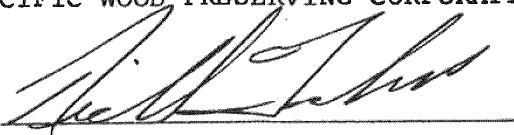

C. A. JOHNSON
Executive Vice President

ujm

Witness:

PACIFIC WOOD PRESERVING CORPORATION

BY



PACIFIC WOOD PRESERVING CORPORATION

Schedule of Buildings

Building #1	- 40' x 60' metal building with air conditioned offices and lab and including electrical panels for entire plant (valued at 27,000.)	79,195.
Building #2	- 60' x 100' metal building with bathrooms, office, and electrical wiring for all machines.	75,224.
Building #3	- 60' x 110' metal building with electrical wiring for all machines	46,397.
Total - buildings		<u>200,816.</u>

PACIFIC WOOD PRESERVING CORPORATION

Schedule of Real Property

Area:	A.P. Number 142-010-13 = 4.31 acres
	A.P. Number 142-010-14 = .24 acres
	A.P. Number 142-042-01 = <u>1.00 acres</u>
Total - acres	5.55 acres

Schedule A(1)

WCWP000172

PACIFIC WOOD PRESERVING CORPORATION
Schedule of Site Improvements

Site improvements: gravel and leveling	98,929.
Roads and concrete: roads, drip pads, loading pads, and bases	108,954.
Railroad tracks	1,627.
Wells and pumps	20,471.
Block wall	6,860.
Septic tanks	4,917.
	<hr/>
Total - site improvements	241,758.

Schedule A(1)

WCWP000173

EXHIBIT (A-1)

The following described parcels of land are located within the County of Solano, State of California.

PARCEL ONE

Beginning at the southeast corner of the Northwest One Quarter of Section Nineteen (19) Township Six (6) North Range One (1) East, Mount Diablo Base and Meridian; running thence North along the Quarter Section line to the Southeasterly boundary of the right of way of the Southern Pacific Railroad; thence Southwesterly along the southeasterly line of the right of way of the Southern Pacific Railroad Company to the Quarter Section line running East and West through said Section Nineteen (19); thence East and along said Quarter Section line to the place of beginning. EXCEPTING THEREFROM, however, all that certain real property as conveyed by Eleanor B. Allison to Southern Pacific Railroad Company, a corporation, by Deed dated May 10th, 1916, and recorded May 23rd, 1916 in Liber "226" of Deeds, Page 104, thereof, and described as follows: Beginning at the point of intersection of the Southeasterly right of way line of the Southern Pacific Railroad Company's railroad (as it now exists across said Northwest Quarter of Section 19) with the east line of the Northwest Quarter of Section 19, Township 6 North Range 1 East, Mount Diablo Base and Meridian; thence Southwesterly along said Southeasterly right of way line of the Southern Pacific Railroad Company, a distance of 506 feet to a point; thence at a right angle Southeasterly 15 feet to a point; thence at a right angle Northeasterly parallel to said right of way line 265 feet to a point; thence at a right angle Southeasterly 15 feet to a point; thence at a right angle Northeasterly parallel to said right of way line 200 feet to a point; thence at a right angle Northeasterly parallel to said right of way line 200 feet to a point on the east line of said Northwest Quarter of Section 19; thence North along said East line of the Northwest Quarter of Section 19, a distance of 50.7 feet to the point of beginning.

PARCEL TWO

Beginning at the intersection of the northerly line of Edwards Street and the westerly line of "A" Street extended northerly; thence running Westerly and along the northerly line of Edwards Street, One Hundred Forty (140) feet, more or less, to the intersection of the easterly line of the right of way of the Southern Pacific Railroad Company; thence Northerly and along the easterly line of the right of way of the Southern Pacific Railroad Company, One Hundred Ninety-One (191) feet more or less to the southerly line of County Road Number Two Hundred Forty-Six (246) sometimes also known as Binghampton Street; thence Easterly and along

CONTINUED

SCHEDULE A(1)

WCWP000174

Order No. 40969

Exhibit "A" Cont'd. (Parcel Two)

the southerly line of County Road Number 246, to the intersection of the westerly line of a street, extended Northerly; thence Southerly and along the westerly line of a street, extended Northerly to the northerly line of Edwards Street and the place of beginning. All as said streets herein referred to are laid down and designated on that certain map entitled: "PLAN OF RESURVEY OF PORTION OF VACA STATION, PROPERTY OF W. C. FARMER, SITUATED ON SOUTH WEST ONE QUARTER (S.W. 1/4) OF SECTION NINETEEN (19) TOWNSHIP VI NORTH RANGE 1 EAST SOLANO COUNTY," surveyed by E. H. Marshall, Deputy County Surveyor, April 8th, 1870 and now appearing of record in Volume "1" of Maps, Page 44 thereof, Solano County Records.

PARCEL THREE

Beginning at the point of intersection of the westerly line of "A" Street, extended Northerly, and the northerly line of County Road Number 246 (Holdener Road, formerly shown as Binghampton Street) in Elmira Townsite, Solano County, California, which point bears North $0^{\circ} 22' 08''$ West, 30 feet and South $89^{\circ} 55' 06''$ West, 397.80 feet from the southeast corner of the Northwest One-Quarter of Section 19, T6N, R1E, M.D.B. & M.; thence, from said point of beginning, along the northerly line of the aforementioned Binghampton Street South $89^{\circ} 55' 06''$ West, 171.67 feet to the easterly right-of-way line of the Southern Pacific Railroad; thence along said easterly right-of-way line South $34^{\circ} 52' 51''$ West, 73.21 feet to the southerly line of said Binghampton Street; thence, along said southerly line, North $89^{\circ} 55' 06''$ East, 171.67 feet to the westerly line of the aforementioned "A" Street; thence along the prolongation of said westerly line of "A" Street, North $34^{\circ} 52' 51''$ East, 73.21 feet to the point of beginning.

WCWP000175

PACIFIC WOOD PRESERVING CORPORATION

Schedule of Machinery & Equipment

Worthington 25 H.P. two stage air compressor with receiver S/N 786223-16	2,208.
(5) 20,000 Gal. PVC & steel storage tanks	22,086.
(2) 10,000 Gal. Steel storage tanks	5,887.
(3) 5,000 Gal. Fiberglass tanks	1,104.
100' Retort curing chamber vessel w/hyd. door & receiver	16,550.
85' Retort curing chamber vessel w/hyd. door & rail	12,510.
25 H.P. Hyd. unit	368.
(1978) Hyster model H180H, 18,000 lb. cap. pneu tired forklift, diesel engine, side shift S/N C007P0-21524	25,756.
(1978) Hyster model H200H, 20,000 lb. cap. pneu tired forklift, diesel engine, side shift S/N C007P01539X	25,756.
(1973) Clark model CHY200S, 20,000 lb. cap. pneu, tired forklift diesel engine, side shift S/N Hyl425D-1162156572	25,960.
(1974) Hyster model 165, 16,500 lb. cap. pneu tired forklift, diesel engine, side shift	17,662.
Hyster model 60, 6,000 lb. cap. hard tired forklift, side shift	6,255.
(2) (1973) White freightliners, 3 axle C.O.E. truck tractors, 350 Cummins, & sleeper, license #1L72739, 34347V	25,756.
(1972) Trailmobile 40' - 2 axle flatbed trailer S/N J20604, license #XB1255	4,415.
Fruehauf 40' - 2 axle flatbed trailer, license #UJ2768	4,783.
10' Pull roller	662.
Steam cleaner	220.
Breakdown hoise w/drive motor, reducer chain, feed conveyor, incisor & elecs.	5,151.
50' 5 Strand 78 chain, offeed	1,840.
Dewalt 740 radial arm saw	128.
Breakdown hoise w/drive motor, reducer, chain feed conveyor & elecs.	3,496.
40 H.P. twin stage air compressor w/receiver	2,758.

Schedule A(2)

WCWP000176

(1972) Hyster H90C, 9,000 lb. pneu forklift w/diesel engine & side shift S/N C5D121435	919.
Lincoln 225 amp. welder	128.
Duracraft drill press	165.
P & H model 1224 top & side Rosser head type incisor w/feed & offeed table S/N 74-1	4,045.
30' - 4 Strand chain conveyor w/motor	588.
Radial arm cut off saw w/24" blade & conveyor	919.
Custom cut off saw	730.
Lincoln 225 amp. AC-DC portable gas powered arc welder S/N A775954	625.
Tram cars	294.
Dewalt radial arm cut off saw w/table	625.
Horizontal drilling machine	110.
Electrical work on installing machinery	7,251.
Miscellaneous shop equipment & tools	7,552.
Dog ear machine	638.
3/4 T. Chevrolet pickup truck	1,103.
Office equipment	5,552.
Chain saws (2)	300.
Paint-O-Matic	7,718.
	<hr/>
	250,573.

Schedule A(2)

WCWP000177

PACIFIC WOOD PRESERVING CORPORATION
Schedule of Inventory

Total Lumber	254,221.71
Total Steel Strapping	9,766.00
Total Chemicals	36,390.85
	<hr/>
	300,378.56

SCHEDULE A (3)

WCWP000178

LIABILITIES ASSUMED

1. Lease Agreement dated October 3, 1972 between Seller and Southern Pacific Transportation Company.
2. License Agreement dated February 21, 1977, between Seller and Koppers Company, Inc. (Wolman).
3. License Agreement dated February 26, 1977, between Seller and Koppers Company, Inc. (Outdoor).

SCHEDULE B (1)

WCWP000179

PACIFIC WOOD PRESERVING CORPORATION

Accounts Payable

AAA Filter Service	149.62
Adobe Rental	10.08
American Wood Preservers Institute	440.13
Asbury & Damon	1,837.50
Bendix Forest Products	22,388.84
Big R Stores	37.80
B & J Drop Box	742.50
Blue Cross of Northern California	2,423.52
Bowman Distribution	14.63
Bowman's Stationers	68.80
Burgess Lumber Company	12,651.52
Caldwell Lumber Sales	965.47
State of California	7,500.00
California State Automobile Ass'n.	23.00
California Timber Industries	407.94
Cal's Mobile Tire Service	177.28
Channel Lumber Co.	3,250.60
CH2M Hill	11,257.28
Coastal Forest Products	8,564.17
Daily Republic	145.88
Department of Motor Vehicles	414.00
DeKellis & Associates	320.00
Del Norte Box Co.	3,240.00
Dobbins, Weir, Thompson & Stephenson	265.00
Don's Auto Parts	43.05
Forms Management	128.05
Garry, Dreyfus, McTernan, Brotsky, Herndon & Pesonen	2,300.00
Great Western Chemical Company	31,732.08
Green Valley Timbers	770.10
Hyster Company	1,927.91
IBM	2,592.76
Ken's Tire Centers	34.50
Koppers Company, Inc.	108,997.79
Lopez Welding Supply	112.26
Martin's Welding	31.80
Frank R. Meads	12.50
Mobil Oil Company	76.99
Morgan Equipment Company	3,500.00
Murtishaw's Business Machines	77.84
National Chemsearch	131.28
J. C. Nelson Supply Co.	51.94
Oregon Pacific Industries	39,588.60
Pacific Hardware	206.46
Pacific Telephone Company	1,236.78
Petroleum Tank Line	4.56
The Printery	19.43
Fred Rader Mill Supply	882.44
Ramos Oil Co.	495.95
REB Transportation Co.	478.24

SCHEDULE 2(B)

WCWP000180

PACIFIC WOOD PRESERVING CORPORATION
Accounts Payable

Rodgers Bottling Company	225.31
Rolando Lumber Company	5,483.83
Roush Enterprises	28.00
Sequoia Supply	654.72
Signode Corporation	(200.90)
Simonson Lumber Company	3,768.57
Siskiyou Forest Products	7,006.20
Southern Pacific Transportation Co.	733.56
Trinity Forest Products	15,870.13
Truck Parts & Equipment Co.	8.29
Two Ox Traders	2,013.81
Ulatis Creek Printing	255.73
Union Oil Co.	35.14
Utility Trailer Sales	184.44
Vacaville Reporter	123.20
Viking Office Products	30.38
Gene West, Inc.	739.67
Western Truck Services	121.50
Westwood Ingram Company	10,939.63
Yoder Insurance Agency	165.40
	<hr/>
Total - accounts payable	320,915.48

WCWP000181

GOVERNMENTAL VIOLATION

None, except pollution violation references in Schedule
F.

SCHEDULE C

WCWP000182

COMPENSATION PLANS

- A. Blue Cross of Northern California group benefit agreement number 3171
 - 1. Endorsement to Group Benefit Agreement No. 3171 providing dental care benefits dated April 1, 1979.

- B. Pension Plan - description to be added.

SCHEDULE D

WCWP000183

PACIFIC WOOD PRESERVING CORPORATION

LIST OF EMPLOYEES

Name	Social Security Number	Date of Birth	Date of Hire	Monthly Salary or Hourly Wage	(H)	Job Title
aren Anderson	-1497	/59	07/27/77	\$4.50	H	Acc'ts rec. bkpr/gen'l off.
onald R. Arnett	-9306	/60	07/23/79	\$3.25	H	Lumber handler
ic S. Biggs	-7204	/51	07/23/79	\$3.25	H	Lumber handler
rnold Brindle	-0364	/34	05/13/79	\$3.50	H	Forklift driver
hward Brinkman	-7645	/46	06/10/73	\$1,480.00	M	Yard superintendent
ryl A. Brittain	-4909	/61	04/27/79	\$3.50	H	Lumber handler
mes S. Carr	-3320	/56	01/05/78	\$4.75	H	Retail sales supervisor
y N. Cobble	-9945	/54	02/01/75	\$1,180.00	M	Shipping supervisor
lph Debord	-5575	/49	10/09/75	\$5.25	H	Forklift driver
bert J. Garrick	-5101	/60	07/17/79	\$3.25	H	Lumber handler
rk S. Green	-5572	/53	12/18/78	\$5.00	H	Forklift driver
mes P. Harris	-2476	/23	10/28/74	\$2,000.00	M	Sales
bert L. Harris	-5570	/49	06/11/79	\$4.00	H	Forklift driver
irrie Hufman	-9380	/52	09/26/78	\$3.75	H	Tally person
ristopher Ingram	-6857	/58	12/12/78	\$3.50	H	Lumber handler
ymond Jaramillo	-1379	/61	06/28/79	\$3.25	H	Lumber handler
vid Maunder	-1362	/55	03/29/79	\$4.50	H	Treating supervisor
rjorie Moore	-4222	/31	10/31/75	\$1,180.00	M	Office manager
vid Paiz	-3974	/61	05/01/79	\$3.50	H	Lumber handler
vid Papin	-8554	/59	01/19/78	\$4.50	H	Forklift driver
berto Pequero	-0800	/60	07/23/79	\$3.25	H	Lumber handler
omas Rodriguez	-3020	/58	07/23/79	\$3.25	H	Lumber handler
lph Rovelli	-1183	/29	02/04/76	\$5.00	H	Truck driver
bert Viens	-4152	/50	06/05/79	\$4.00	H	Truck driver
me Withers	-4109	/59	06/13/79	\$4.00	H	Treating dept.
thur Zuniga, Sr.	-4684	/27	11/28/78	\$7.50	H	Millwright

REDACTED

REDACTED

Schedule D

SAFECO TITLE INSURANCE COMPANY

840 TUOLUMNE STREET
P. O. BOX 553
VALLEJO, CALIFORNIA 94590
(707) 552-4800

The Wickes Inc.
1010 - 2nd Avenue
San Diego, CA 92101

Property: APN 142-010-13 & 14;
142-042-01

Attention: Michael McPhee, A/L

Your No:
Our No: 40969

Dated as of July 27, 1979 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance,

SAFECO TITLE INSURANCE COMPANY

hereby reports that it is prepared to issue, 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 in Schedule A, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B 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.

BOB HUGHES

Title Officer

or

SCHEDULE G

WCWP000185

Order No. 40969

SCHEDULE A

The estate or interest in the land described or referred to in this schedule covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

PACIFIC WOOD PRESERVING, a corporation

The land referred to in this report is situated in the State of California, County of Solano, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WCWP000186

Order No. 40969

EXHIBIT "A"

The following described parcels of land are located within the County of Solano, State of California.

PARCEL ONE

Beginning at the southeast corner of the Northwest One Quarter of Section Nineteen (19) Township Six (6) North Range One (1) East, Mount Diablo Base and Meridian; running thence North along the Quarter Section line to the Southeasterly boundary of the right of way of the Southern Pacific Railroad; thence Southwesterly along the southeasterly line of the right of way of the Southern Pacific Railroad Company to the Quarter Section line running East and West through said Section Nineteen (19); thence East and along said Quarter Section line to the place of beginning. EXCEPTING THEREFROM, however, all that certain real property as conveyed by Eleanor B. Allison to Southern Pacific Railroad Company, a corporation, by Deed dated May 10th, 1916, and recorded May 23rd, 1916 in Liber "226" of Deeds, Page 104, thereof, and described as follows: Beginning at the point of intersection of the Southeasterly right of way line of the Southern Pacific Railroad Company's railroad (as it now exists across said Northwest Quarter of Section 19) with the east line of the Northwest Quarter of Section 19, Township 6 North Range 1 East, Mount Diablo Base and Meridian; thence Southwesterly along said Southeasterly right of way line of the Southern Pacific Railroad Company, a distance of 506 feet to a point; thence at a right angle Southeasterly 15 feet to a point; thence at a right angle Northeasterly parallel to said right of way line 265 feet to a point; thence at a right angle Southeasterly 15 feet to a point; thence at a right angle Northeasterly parallel to said right of way line 200 feet to a point; thence at a right angle Northeasterly parallel to said right of way line 200 feet to a point on the east line of said Northwest Quarter of Section 19; thence North along said East line of the Northwest Quarter of Section 19, a distance of 50.7 feet to the point of beginning.

PARCEL TWO

Beginning at the intersection of the northerly line of Edwards Street and the westerly line of "A" Street extended northerly; thence running Westerly and along the northerly line of Edwards Street, One Hundred Forty (140) feet, more or less, to the intersection of the easterly line of the right of way of the Southern Pacific Railroad Company; thence Northerly and along the easterly line of the right of way of the Southern Pacific Railroad Company, One Hundred Ninety-One (191) feet more or less to the southerly line of County Road Number Two Hundred Forty-Six (246) sometimes also known as Binghampton Street; thence Easterly and along

CONTINUED

WCWP000187

Order No. 40969

Exhibit "A" Cont'd. (Parcel Two)

the southerly line of County Road Number 246, to the intersection of the westerly line of a street, extended Northerly; thence Southerly and along the westerly line of a street, extended Northerly to the northerly line of Edwards Street and the place of beginning. All as said streets herein referred to are laid down and designated on that certain map entitled: "PLAN OF RESURVEY OF PORTION OF VACA STATION, PROPERTY OF W. C. FARMER, SITUATED ON SOUTH WEST ONE QUARTER (S.W. 1/4) OF SECTION NINETEEN (19) TOWNSHIP VI NORTH RANGE 1 EAST SOLANO COUNTY," surveyed by E. H. Marshall, Deputy County Surveyor, April 8th, 1870 and now appearing of record in Volume "1" of Maps, Page 44 thereof, Solano County Records.

PARCEL THREE

Beginning at the point of intersection of the westerly line of "A" Street, extended Northerly, and the northerly line of County Road Number 246 (Holdener Road, formerly shown as Binghampton Street) in Elmira Townsite, Solano County, California, which point bears North $0^{\circ} 22' 08''$ West, 30 feet and South $89^{\circ} 55' 06''$ West, 397.80 feet from the southeast corner of the Northwest One-Quarter of Section 19, T6N, R1E, M.D.B. & M.; thence, from said point of beginning, along the northerly line of the aforementioned Binghampton Street South $89^{\circ} 55' 06''$ West, 171.67 feet to the easterly right-of-way line of the Southern Pacific Railroad; thence along said easterly right-of-way line South $34^{\circ} 52' 51''$ West, 73.21 feet to the southerly line of said Binghampton Street; thence, along said southerly line, North $89^{\circ} 55' 06''$ East, 171.67 feet to the westerly line of the aforementioned "A" Street; thence along the prolongation of said westerly line of "A" Street, North $34^{\circ} 52' 51''$ East, 73.21 feet to the point of beginning.

WCWP000188

Order No. 40969

SCHEDULE B

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. General and special taxes for the fiscal year 1979-1980, a lien not yet payable.

2. A Lease, as evidenced by a Memorandum of Lease, by and between the parties named herein, for the term and upon and subject to all of the terms, covenants, and provisions contained therein,

Dated: April 14, 1966
Lessor: JESSIE S. BARNES, a widow
Lessee: TIDEWATER OIL CO., a Delaware corporation
Recorded: July 13, 1966 in Book 1408, Page 109, Official Records,
Instrument No. 19638

(Affects Parcels 1 and 2)

3. A Deed of Trust to secure an indebtedness of the amount stated herein and any other obligations secured thereby,

Dated: June 6, 1972
Amount: \$16,412.50
Trustor: RICHARD F. JACKSON and JOAN C. JACKSON, his wife as joint tenants as to an individual divided one-half interest; and EVERETT L. JOHNSTON and EVELYN J. JOHNSTON, his wife as joint tenants as an individual one-half interest
Trustee: CALIFORNIA LAND TITLE COMPANY
Beneficiary: SIERRA NATIONAL BANK, a national banking association
Recorded: July 10, 1972 in Book 1762, Page 341, Official Records,
Instrument No.: 15572
Loan No.: 14551
Address: Sierra National Bank, P.O. Box 596, Novato, California 94947

CONTINUED

WCWP000189

Order No. 40969

4. A Deed of Trust to secure an indebtedness of the amount stated herein and any other obligations secured thereby,
Dated: May 19, 1972
Amount: \$35,000.00
Trustor: RICHARD F. JACKSON and JOAN C. JACKSON, his wife, as Joint Tenants, as to an undivided 1/2 interest, and EVERETT L. JOHNSTON and CAROLYN J. JOHNSTON, his wife, as Joint Tenants as to an undivided 1/2 interest
Trustee: CALIFORNIA LAND TITLE COMPANY, a California corporation
Beneficiary: CAROL LOUISE HIBBERT, ADA E. McQUARY, WILMA F. JACOBS, and MERWIN BARNES, each as to an undivided 1/4 interest
Recorded: June 5, 1972 in Book 1755, Page 265, Official Records,
Instrument No.: 12574
Loan No.: 14551
Address: Mrs. Carol Louise Hibbert, etal
333 Neil Street, Vacaville, Calif.

The lien or charge of said deed of trust was subordinated to the lien or charge of the Deed of Trust shown as Item No. 4 by an agreement recorded July 10, 1972 in Book 1762, Page 337, Official Records, Instrument No. 15571.

5. Any existing easement and/or franchise right at any time or from time to time to maintain, operate, replace, remove, renew and enlarge any existing public utility facilities, including access to protect the property from all hazards, in , upon, and over the herein described parcel 3, as reserved by the County of Solano in that certain Abandonment of County Highway dated May 21, 1974 and recorded May 24, 1974 in Book 1974, Page 21641.

(Affects Parcel 3)

6. A judgment issued out of the MARIN COUNTY SUPERIOR COURT against RICHARD JACKSON in favor of SCHAPIRO AND THORN, INC., Case No. 68869 for \$4,000.00 plus any additional sums due thereunder, Dated March 14, 1975, Recorded June 3, 1975 in Book 1975, Page 22218, Official Records, Instrument No. 14023.

Said Abstract of Judgement may still affect the herein described property by reason of the fact that RICHARD JACKSON was a former owner.

CONTINUED

WCWP000190

Order No. 40969

7. A Deed of Trust to secure an indebtedness of the amount stated herein and any other obligations secured thereby,
Dated: March 14, 1977
Amount: \$252,471.00
Trustor: PACIFIC WOOD PRESERVING, a corporation
Trustee: ALTA CALIFORNIA TITLE COMPANY, a California corporation
Beneficiary: CREDIT AMERICA CORPORATION
Recorded: April 4, 1977 in Book 1977, Page 21951, Official Records,
Instrument No.: 12841
Loan No.: None Stated
Address: c/o Dobbins, Weir, Thompson & Stephenson, a Professional Corporation, 500 Main Street, P.O. Box 207, Vacaville, CA 95688

NOTE: As a matter of information we report the 1978-1979 taxes have been paid and were assessed as follows:

General and special County and City taxes for the fiscal year 1978-1979 in the amount of \$1,008.22.

First Installment: \$504.11 Paid
Second Installment: \$504.11 Paid
Parcel Number: 142-010-13
Code: 91012
Land Value: \$4,510.00
Improvements: \$13,256.00
Homeowners Exemption: \$-0-

(Affects Parcel 1)

General and special County and City taxes for the fiscal year 1978-1979 in the amount of \$6,928.06.

First Installment: \$3,464.03 Paid
Second Installment: \$3,464.03 Paid
Parcel Number: 142-042-01
Code: 91012
Land Value: \$2,653.00
Improvements: \$9,003.00
Inv.: \$58,250.00
Personal Property: \$101,269.00
Homeowners Exemption: \$29,125.00

(Affects Parcel 2)

CONTINUED

WCWP000191

Order No. 40969

Taxes Cont'd.

General and special County and City taxes for the fiscal year 1978-1979 in the amount of \$29.16.

First Installment:	\$14.58 Paid
Second Installment:	\$14.58 Paid
Parcel Number:	142-010-14
Code:	600.00
Land Value:	\$-0-
Improvements:	\$-0-
Homeowners Exemption:	\$-0-

(Affects Parcel 3)

NOTE: The Assessor has the authority to adjust property valuations to guidelines defined in Chapters 49 and 242 of the State of California Statutes of 1979.

INFORMATIVE NOTE: Vestee herein acquired title on February 14, 1977.

THE FOLLOWING IS FURNISHED FOR INFORMATION ONLY:

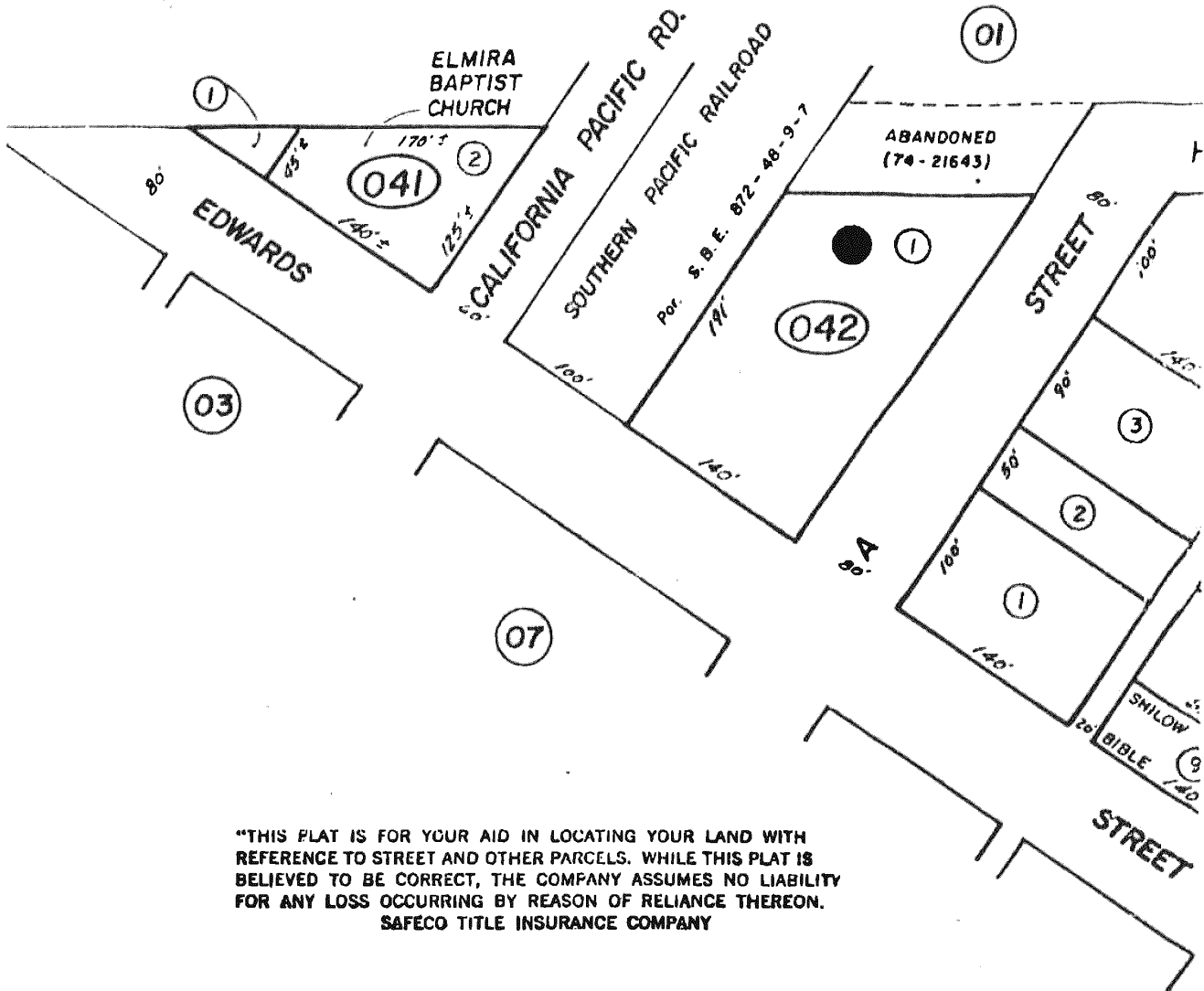
The only conveyances affecting said land recorded within six (6) months of the date of this report are as follows: NONE

8/3/79

NIL

WCWP000192

POR. SW. 1/4 SEC. 19, T. 6 N., R. 1 E., M. D. B.



"THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO STREET AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON. SAFECO TITLE INSURANCE COMPANY"

SAFECO TITLE INSURANCE COMPANY
 P. O. BOX 553 840 TUOLUMNE
 VALLEJO, CALIFORNIA 94590

REVISION	DATE	BY

NOTE -- Assessor'
 Assessor'

WCWP000193