Franklin

ENVIRONMENTAL MANAGEMENT SERVICES

November 18, 1991

WORK PLAN

FOR

PRELIMINARY SITE INVESTIGATION

Site Location:

FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST.
NORTH HOLLYWOOD, CA 91605
(File No. 111.0435)

Prepared For:

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156

Prepared By:

Frank Fassnacht
FRANKLIN ENVIRONMENTAL

27/13

INTRODUCTION

On behalf of Fleetwood Machine Products Inc. (FMP) of North Hollywood, California, Franklin Environmental (FE) has prepared this workplan to conduct a subsurface soils investigation at the referenced site to determine whether organic hydrocarbons have impacted the subsurface soil. The scope of the workplan includes the items required by the CRWQCB as per its letter dated September 13, 1991. Moreover, if the subsurface soils are found to be impacted with contaminants, an attempt will be made to define the vertical extent of the contaminants.

SCOPE OF WORK

Proposed Exploratory Borings:

The proposed subsurface investigation includes the following boring

1. Installation of four soil borings B-1 through B-4 in the chemical waste storage area. B-1 will be installed at the east edge of the chemical waste storage area. B-2 will be installed at the center of the chemical waste storage area. B-3 will be installed at the west edge of the chemical waste storage area, and B-4 will be installed approximately 25 feet south of B-2 as shown on the attached plot plan.

2. Installation of one soil boring B-5 at the south edge of the metal chips storage area.

3. Installation of one soil boring in the center of the machine shop.

All of the borings will be installed to a minimum depth of 10 feet below ground surface, with samples obtained at one, five and ten feet below ground surface as required by the CRWQCB. NET Pacific, Inc., will be on stand-by to analyze soil samples as drilling proceeds. Should detectable levels of volatile organic compounds, or aromatic hydrocarbons or total petroleum hydrocarbons be detected at the 10 ft. depth, the boring will be continued and soil samples collected and analyzed at 5 ft. intervals until any of the following conditions are encountered.

- Two consecutive non-detectable levels.
- Refuse due to rocks, boulders...etc.
- Saturated zone.
- Maximum depth of 70 foot borings.

Laboratory Analysis:

Soil samples collected from borings B-1 through B-6 will be analyzed by NET Pacific Inc., Burbank, CA, a state certified laboratory for:

- Volatile organic compounds by EPA Method 8010
- Benzene, toluene, xylenes and ethylbenzene (BTXE) by EPA Method 8020
- Total petroleum hydrocarbons by EPA Method 418.1
- If BTXE is detected, select samples will be analyzed for total petroleum hydrocarbons by DOHS Luft Method (Modified EPA Method 8015)

Implementation Schedule:

FMP will implement this proposal within 60 days of the approval of the workplan by the CRWQCB. Results of the investigation will be reported to the CRWQCB within 90 days of the CRWQCB's approval of the workplan. All work will be performed under the supervision of Armen Minassian, California Registered Professional Engineer (No.1582)

Secondary Containment Chemical Waste Storage Area:

FMP believes that installing a permenant concrete berm with a covered structure for the chemical / waste drum storage area will obstruct the proposed subsurface investigation and might interfere with subject remediation plans (should the soils were to be found impacted by contaminants) if they deem to be necessary. Therefore FMP proposes to postpone the implementation of a permanant concrete berm until the completion of the subsurface investigation. In the interim, FMP proposes to use temporary secondary containers for individual drums to contain any potential spills or leaks.

ATTACHMENTS

Exploratory Borings and Soil Sampling Procedures

Prefield Activities:

Prior to drilling, the appropriate permits will be obtained from Water Engineering Division of the City of North Hollywood. The proposed boring locations will be cleared by an insured underground location service in an effort to avoid encountering underground utilities during drilling operations.

Exploratory Borings Installation Procedure:

Exploratory borings B-1 through B-6 will be drilled by Geological Drilling Inc., of North Hollywood, California using continuous, hollow-stem auger drilling equiptment under the supervision of Armen Minassian P.E. The augers will be steam-cleaned prior to the beginning of each boring. The borings will be backfilled with bentonite hole plug to the surface grade. Drill cuttings will be placed into DOT 17-H 55-gallon drums and will be transported to appropriate waste facilities for disposal.

Soil Sampling Procedure:

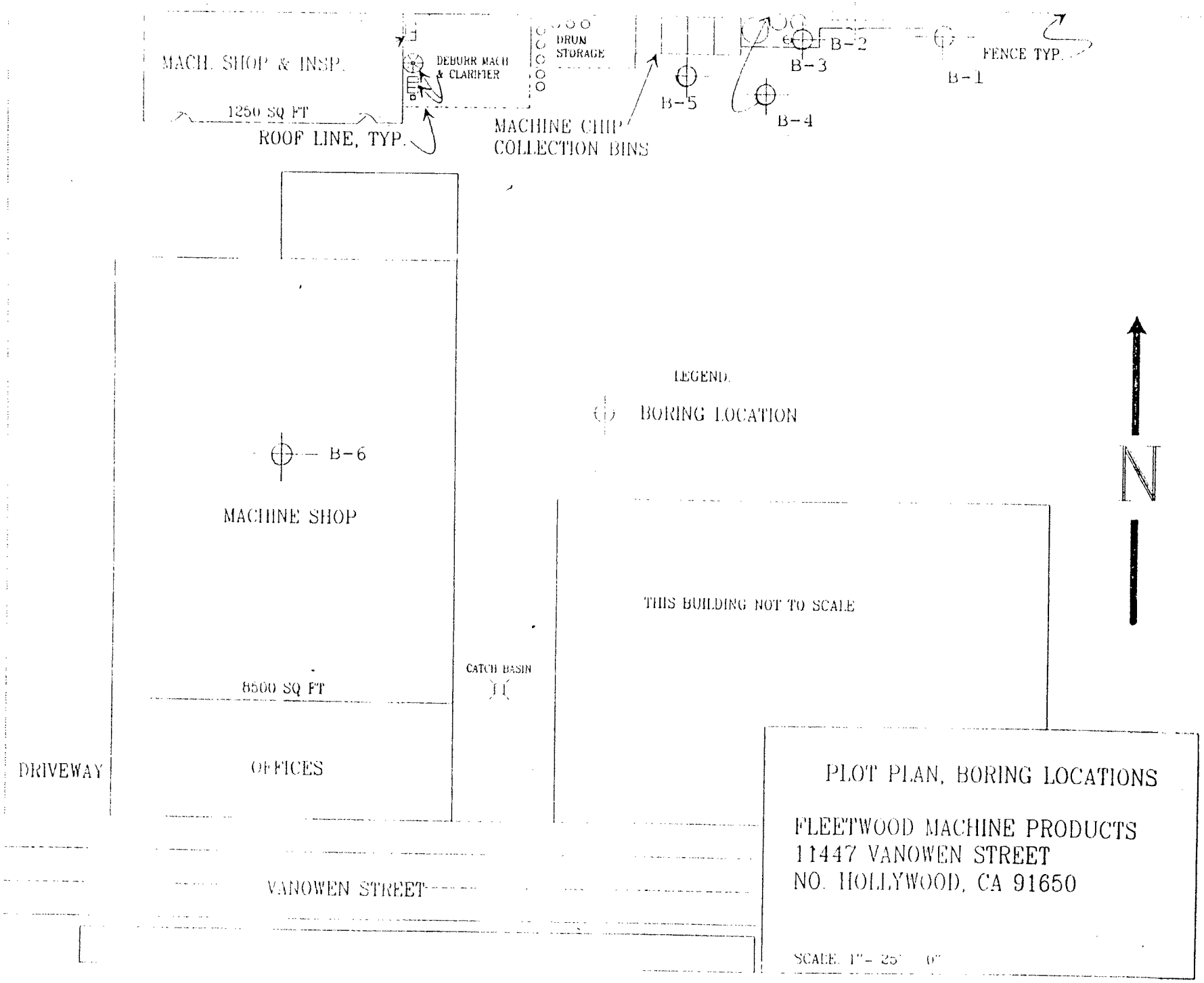
Soil samples will be obtained using a modified California split-spoon sampler equipped with brass liners. The samples will be obtained by advancing the sampler 18 inches into undisturbed soil beyond the tip of the auger using a 140-pound, down-hole hammer. Soil samples will be retained in brass liners and will be sealed with teflon tape and plastic end caps. Soil samples will be placed on ice, and will be delivered to a state-certified laboratory along with appropriate chain-of-custody documentation. All materials encountered during drilling shall be described in detail using the Unified Soil Classification System, and shall be logged by a professional geologist, civil engineer, or engineering geologist, who is registered or certified by the State of California. A trained and experienced technician working under the direct supervision and review of one of the aforementioned professionals shall be deemed qualified, provided the aforementioned professional assumes responsibility for the accuracy and completeness of the logs. During logging operations, a Photovac Microtip photoionization detector (PID) calibrated to 100 ppm isobutylene will be used to detect the presence of volatile organic compounds (VOC's) in the soil at each sampling interval. For each sample, approximately 200 to 300 grams of soil will be collected and sealed in airtight plastic bags. After approximarely 20 minutes, the Teflon tip of the PID will be inserted through a small opening in the bag and the highest concentration of VOC's within the headspace of each sample bag will be recorded. The PID will also be used to detect the presence of VOC's in the work area breathing zone.

Proper chain-of custody procedures will be followed with all soil samples from the time the samples are collected to the time the samples are delivered to the laboratory.

All soil samples will be labeled and include information as follows:

1. Unique sample identification number
2. Sample description (e.g., soil, water)
3. Sample source (e.g., boring number, location, site)
4. Sampler's identity
5. Time and date of sample collection
6. Sampling method (e.g., split-spoon, drive tube)
7. Type of analysis to be performed

All soil-sampling equipment will be properly cleaned using TSP solution and rinsed with distilled water before each sample is taken.


MACH. SHOP & INSP.
1250 SQ FT
ROOF LINE, TYP.
DEBURR MACH & CLARIFIER
DRUM STORAGE
MACHINE CHIP COLLECTION BINS
B-5
B-4
B-3
B-2
B-1
FENCE TYP.
LEGEND
BORING LOCATION
B-6
MACHINE SHOP
8500 SQ FT
OFFICES
DRIVEWAY
CATCH BASIN
THIS BUILDING NOT TO SCALE
N
VANOWEN STREET
PLOT PLAN, BORING LOCATIONS
FLEETWOOD MACHINE PRODUCTS
11447 VANOWEN STREET
NO. HOLLYWOOD, CA 91650
SCALE: 1" = 25' 0"

STATE OF CALIFORNIA PETE WILSON GOVERNOR

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156
(213) 266-7500

January 8, 1992

Mr. Bill Cook
Fleetwood Machine Products, Inc.
11447 Vanowen St.
North Hollywood, Ca. 91605

WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION WORKPLAN (FILE NO. 111.0435)

We have received your "Workplan for Subsurface Investigation", dated November 18, 1991 prepared by Franklin Environmental.

We have reviewed and evaluated your Workplan, and have no objections to it's implementation provided that all work is completed as specified in your proposal, and complies with the requirements outlined in the "Workplan Requirements for Initial Subsurface Engineering/Geologic Soil Investigation", with the additional requirements listed below:

1. The final locations of the soil test borings will be verified on-site when the drilling commences.

2. The analytical testing laboratory must perform analyses of volatile organics (EPA Method 8010 and EPA Method 8020) prior to performing analyses for petroleum hydrocarbons (EPA Method 418.1) unless, separate soil samples are obtained for the testing laboratory.

3. We require the Practical Quantitation Limits (PQL's) for most EPA Method 8010/8020 analyses to be between 5 to 10 μg/kg for low-level soils testing. The PQL is 5 to 10 times the method detection limit. Method detection limits for EPA Method 8010/8020 must achieve 0.5 μg/kg to 1.0 μg/kg for selected volatile organic constituents. Constituents detected between the detection limit and the PQL must be reported, but may be reported as a trace for our purposes, as appropriate. The detection limits must be reported on all laboratory reporting sheets. The Method Detection Limits (MDL) for soil samples analyzed by EPA Method 418.1 must approach 2 mg/kg.

4. Your Workplan contained a contingency plan for extending soil test borings if contaminants are identified at the ten (10) foot depth at any boring location. Should detectable levels of volatile organic compounds, or aromatic hydrocarbons, or total petroleum hydrocarbons be detected, borings can be continued provided that the Regional Board is notified, and

that soil sampling, handling and testing procedures are completed in accordance with the approved Workplan.

5. During a phone conversation on January 7, 1992, between Mr. Armen Minassian, of Environmental Management Service and Mr. Jimmie Woo of this Board's staff, it was determined that soil samples may be analyzed by EPA Method 8015 Modified for fuels, such as gasoline and diesel, since the adjacent site is operated as an auto salvage yard. Soil samples will be selected based upon the visual discoloration and/or odors of petroleum hydrocarbons.

Please notify us at least one (1) week prior to the commencement of the Initial Subsurface Soils Investigation, so we may schedule a Regional Board staff to be present.

Four (4) copies of your final report containing the results of your subsurface investigation is due to the Regional Board by March 6, 1992.

If you have any question regarding this matter, please contact me at (213) 266-7546 or Mr. Jimmie Woo at (213) 266-7591.

David A. Bacharowski

DAVID A. BACHAROWSKI
Environmental Specialist IV

cc: Mr. Chris Stubbs, U.S. EPA Region IX
Mr. Bill Jones, Los Angeles County - Forester and Fire Warden
Mr. Bruce Wojcik, Los Angeles County - Forester and Fire Warden
Mr. Frank Fassnacht, Franklin Environmental

STATE OF CALIFORNIA

PETE WILSON, *Governor*

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156
(213) 266-7500

October 23, 1991

Mr. Bill Cook
Fleetwood Machine Products, Inc.
11447 Vanowen St.
North Hollywood, Ca. 91605

WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION (FILE NO. 111.0435)

We have received a letter from your consultant, Franklin Environmental dated October 18, 1991 requesting that the due date for the Initial Subsurface Soils Investigation Workplan be extended to November 18, 1991. We understand that this extension is requested to allow adequate time to prepare the Workplan and to assign a registered professional to oversee the project.

You are hereby granted an extension until November 18, 1991, to submit the required Workplan. No further time extension will granted.

If you have any questions regarding this matter, please contact me at (213) 266-7546, or Jimmie Woo at (213) 266-7591.

DAVID A. BACHAROWSKI
Environmental Specialist IV

cc: Mr. Chris Stubbs, U.S. EPA Region IX
Mr. Frank Fassnacht, Franklin Environmental

92-116

Franklin

ENVIRONMENTAL MANAGEMENT SERVICES

10/18/91

Mr. David Bacharowski
California Regional Water Quality Control Board
101 Centre Plaza Drive
Monterey Park, CA 91754

RE: Well Investigation Program - Site Inspection
(File No. 111.0435)

Dear Mr. Bacharowski,

As per my conversation with Mr. Jimmie Woo on October 18, 1991 Fleetwood Machine Products Inc. (FMP), has retained Franklin Environmental (FE) as their consultant.

We request an extension of 30 days to November 18, 1991. This will allow adequate time to prepare the work plan, and assign a registered professional to oversee the project.

If you have any questions or need additional information, please contact me.

Sincerely,

Frank Fassnacht

Frank Fassnacht
Consultant
Franklin Environmental

cc: Bill Cooke, FMP
Armen Minassian, NEI
FF:je

4925 Whitsett Ave., No. 207 • Valley Village, CA 91607 • (818) 766-4627

Franklin

ENVIRONMENTAL MANAGEMENT SERVICES

1/31/92

Mr. Chris Stubbs
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

RE: EPA Information Request (File No. 111.0435)

Dear Mr. Stubbs:

As per our telephone conversation on 1/23/92, Fleetwood Machine Products, Inc., request a thirty (30) calendar day extension to the EPA's Information Request letter of 12/16/91.

Because of the recent death of the business owner, we may need additional time to complete the responses to questions #'s 5, 7, 8 and 11.

If you have any questions or need additional information, please contact me.

Sincerely,

Frank Fassnacht
Franklin Environmental

cc: Bill Cooke, FMP

FF:ph

4925 Whitsett Ave., No. 207 • Valley Village, CA 91607 • (818) 766-4627

97118

Law Offices of
GROVEMAN & YOUNG
10 Universal City Plaza, Suite 1930
Universal City, California 91608-1097

Telephone 818/766-3200
Facsimile 818/766-3793

Barry C. Groveman
W. Herbert Young
Charles H. Pomeroy
Gregory J. Patterson
Daniel E. Wax

Non-Legal Technical Staff
Daniel Fresquez

Of Counsel
Edward L. Blum

1999 Harrison Street, Suite 1333
Oakland, California 94612
Telephone 510/452-4400
Facsimile 510/874-4155

February 18, 1992

Our File No.
1423.01

Ms. Marcia Preston, Esq.
Assistant Regional Counsel
OFFICE OF REGIONAL COUNSEL
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY
75 Hawthorne Street
San Francisco, CA 94105

Re: **FLEETWOOD MACHINE PRODUCTS, INC., FILE #111.0435**

Dear Ms. Preston:

This letter confirms my telephone conversation with Mark Klaiman of the EPA on Tuesday, February 18, 1992, wherein he graciously granted an extension to Fleetwood Machine Products, Inc. until March 13, 1992, to submit its response to the EPA's Information Request.

Very truly yours,

GROVEMAN & YOUNG

Charles H. Pomeroy

CHP:scs
cc: William Cooke

STATE OF CALIFORNIA

PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156
(213) 266-7500

September 13, 1991

Mr. Bill Cook
Fleetwood Machine Products, Inc.
11447 Vanowen St.
North Hollywood, Ca. 91605

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Claim No. P 662 390 065

WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION (FILE NO. 111.0435)

Your facility was inspected by members of this Regional Board's staff on August 28, 1991. The inspection focused mainly on past and present methods used for handling chemicals and wastes at your facility.

During the site visit, the inspectors observed the following condition(s) that may result in soil and potential ground water pollution:

1. Obvious signs of waste discharge to the asphaltic ground cover and to the bare soils was observed in your chemical/waste storage area. There were no control mechanism in place to contain waste materials or to preclude surface runoff wastes from leaving the area.

2. Obvious signs of waste discharge to the concrete floor was observed throughout the metal chips storage area.

3. Obvious signs of waste discharge to the concrete floor was observed in the machine shop areas.

The major concern of this Agency's Well Investigation Program is to determine possible sources contributing to pollution in nearby drinking water wells. The program is comprehensive, since even small discharges may have significant additive effects on the quality of groundwater in the area.

You are therefore directed to submit a Workplan for conducting a subsurface investigation to determine whether contaminants have infiltrated into the soil underlying the area identified above.

Your Workplan must address all of the items on the enclosed Workplan Requirements for Initial Subsurface Engineering/Geologic Soil Investigation, with the following modifications:

1. a. A minimum of four (4) shallow soil test boring must be completed in your chemical/waste storage area, with

samples obtained at one, five, and 10 feet below land surface.

b. A minimum of one (1) shallow soil test boring must be completed in your metal chips storage area, with samples obtained at one, five, and 10 feet below land surface.

c. A minimum of one (1) shallow soil test boring must be completed in your machine shop area, with samples obtained at one, five, and 10 feet below land surface.

All soil samples must be analyzed by EPA Method 8010/8020 or 8260 for volatile organic compounds and aromatic hydrocarbons, and by EPA Method 418.1 for total petroleum hydrocarbons.

2. A plan for retrofitting your chemical/waste drum storage area. We recommend that all chemicals including solvents and wastes must be stored inside a bermed concrete covered structure(s) to adequately contain any spill or leak, or to preclude surface run-off waste from leaving this area.

Four copies of your Workplan meeting the attached requirements with the modifications outlined above is due to the Regional Board by October 18, 1991.

Please do not commence subsurface investigation work on-site until you Workplan has been reviewed and approved by this Regional Board.

If you have any questions regarding this matter, please contact me at (213) 266-7546 or Mr. Jimmie Woo at (213) 266-7591.

David A Bacharowski

DAVID A. BACHAROWSKI
Environmental Specialist IV

Enclosure

w/o Enclosure
cc: Mr. Chris Stubbs, U.S. EPA Region IX
Mr. Bill Jones, Los Angeles County - Forester and Fire Warden
Mr. Bruce Wojcik, Los Angeles County - Forester and Fire Warden
Mr. Magdy Sharobeen, City of Los Angeles - Department of Public Works, Bureau of Sanitation, North Hollywood Office
Mr. Carl Tripp, City of Los Angeles - Department of Public Works, Bureau of Sanitation

STATE OF CALIFORNIA
California Regional Water Quality Control Board
Los Angeles Region

WORKPLAN REQUIREMENTS
for
INITIAL SUBSURFACE ENGINEERING/GEOLOGIC SOIL INVESTIGATION
(WELL INVESTIGATION PROGRAM)

The objective of this engineering/geological investigation is to evaluate potential waste discharges which may impact ground water. Your workplan should include, but not be limited to, the following:

SITE INFORMATION: Characterize past and present specific business activities. List any previous businesses at the site. Describe storage, handling, use, and disposal procedures for chemicals, primarily chlorinated organics or aromatic solvents. Give name, address, and phone number of any landlord/lessor.

FACILITY MAP: Identify on a scaled facility map all potential sources for contamination, past and present. Examples include: chemical and waste storage, transfer and use areas including tanks and piping, clarifiers, sumps, pits. Indicate dates of completion of buildings or pavings where possible.

SITE SOILS AND GEOLOGY: Determine if site discharges have entered the vadose zone, define sources, and provide background geological data for the area. Use EPA or State Department of Health Services guidelines.

1. Provide rationale for the number and location of borings. Plot on facility map.
2. Provide reasons for proposed depth of each boring if less than the generally required depth of 40 feet. Additional depths may be required if ground water is encountered or if there is obvious contamination in the boring.
3. Identify proposed construction methods for borings.
4. Log all borings to provide characteristics of unconsolidated material per Unified Soil Classification System as well as all other appropriate information.
5. Provide a sampling plan to include equipment and procedures for collection and handling of geologic materials. A sampling interval of 5 feet, each change in lithology or changes in observed contamination is required starting at just below surface or surface covering.
6. Comply with chain of custody procedures. Discrete, undisturbed samples will be taken, sealed, and transported to the laboratory for analyses. Samples submitted for laboratory analyses are not to be used for field screening.

7. The proposed laboratory must be State Department of Health Services registered for each analytical procedure specified. EPA Methods 8260 or 8010/8020 are required. Supplement with Methods necessary for any site chemicals, past and present.
8. At a minimum, EPA sample holding times and conditions must be observed. Samples for volatile organic compounds should be analyzed within seven days whenever possible.
9. EPA practical quantitation limits (5 to 10 µg/kg for selected VOC) are required. Analytical results must indicate detection limits and whether a chemical potentially exists (trace).
10. Minimum laboratory QA/QC requirements include: field and reagent blanks, calibration check standards, matrix spiked duplicates, total recoverables, laboratory quality control sample.

GROUNDWATER (HYDROGEOLOGY): Ground water must be sampled if any boring encounters a saturated zone. Site specific exceptions may be made in consultation with Board staff.

1. Provide a contingency plan for conversion of borings that encounter saturated zones to ground water sampling wells. This should include permitting and well design, construction, and development specifications.
2. Provide protocols for field analysis, water sampling, handling and transport.
3. EPA Methods 601/602 or appropriate 500 Series Methods must be used plus any appropriate EPA Methods for nitrates and any other chemicals used on site.

ADDITIONAL REQUIREMENTS:

1. Four copies of the work plan are to be submitted with all information requested.
2. Submit the results of any previous subsurface investigations conducted at the site.
3. Submit a time schedule. The proposed activities must be completed within 6 to 8 weeks of plan approval.
4. Work shall not proceed without prior approval. Staff is to be notified at least 10 days prior to initiating field work to permit observation of field activities and to take split or duplicate samples.

5. A CALIFORNIA REGISTERED GEOLOGIST OR ENGINEER OR CERTIFIED ENGINEERING GEOLOGIST WITH FIVE YEARS SOILS OR HYDROGEOLOGIC EXPERIENCE SHALL DIRECT OR CONDUCT THESE INVESTIGATIONS AND PROPERLY SIGN OFF THE FINAL REPORT FOR THE REPORT TO BE ACCEPTED AND APPROVED.

7. The proposed laboratory must be State Department of Health Services registered for each analytical procedure specified. EPA Methods 8260 or 8010/8020 are required. Supplement with Methods necessary for any site chemicals, past and present.
8. At a minimum, EPA sample holding times and conditions must be observed. Samples for volatile organic compounds should be analyzed within seven days whenever possible.
9. EPA practical quantitation limits (5 to 10 µg/kg for selected VOC) are required. Analytical results must indicate detection limits and whether a chemical potentially exists (trace).
10. Minimum laboratory QA/QC requirements include: field and reagent blanks, calibration check standards, matrix spiked duplicates, total recoverables, laboratory quality control sample.

GROUNDWATER (HYDROGEOLOGY): Ground water must be sampled if any boring encounters a saturated zone. Site specific exceptions may be made in consultation with Board staff.

1. Provide a contingency plan for conversion of borings that encounter saturated zones to ground water sampling wells. This should include permitting and well design, construction, and development specifications.
2. Provide protocols for field analysis, water sampling, handling and transport.
3. EPA Methods 601/602 or appropriate 500 Series Methods must be used plus any appropriate EPA Methods for nitrates and any other chemicals used on site.

ADDITIONAL REQUIREMENTS:

1. Four copies of the work plan are to be submitted with all information requested.
2. Submit the results of any previous subsurface investigations conducted at the site.
3. Submit a time schedule. The proposed activities must be completed within 6 to 8 weeks of plan approval.
4. Work shall not proceed without prior approval. Staff is to be notified at least 10 days prior to initiating field work to permit observation of field activities and to take split or duplicate samples.

5. A CALIFORNIA REGISTERED GEOLOGIST OR ENGINEER OR CERTIFIED ENGINEERING GEOLOGIST WITH FIVE YEARS SOILS OR HYDROGEOLOGIC EXPERIENCE SHALL DIRECT OR CONDUCT THESE INVESTIGATIONS AND PROPERLY SIGN OFF THE FINAL REPORT FOR THE REPORT TO BE ACCEPTED AND APPROVED.

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 5, 1992

FRED TURCOTT
1906 MAPLE STREET
BURBANK, CALIFORNIA

REF: TELEPHONE CONVERSATION OF 5 FEBRUARY 1992 REGARDING EPA QUESTION #10

DEAR FRED,

AT THE TIME YOU ACQUIRED OR LEASED THE FACILITY (FLEETWOOD MACHINE PRODUCTS, INC., 11447 VANOWEN ST., NORTH HOLLYWOOD, CALIFORNIA) DID YOU KNOW OR HAVE REASON TO KNOW THAT ANY HAZARDOUS SUBSTANCE WAS DISPOSED OF ON, IN, OR AT THE FACILITY? PLEASE DESCRIBE ALL INVESTIGATIONS OF THE FACILITY THAT YOU TOOK PRIOR TO ACQUIRING OR LEASING THE FACILITY, AND ALL OF THE FACTS ON WHICH YOU BASE THE ANSWER TO THIS QUESTION.

THANK YOU AGAIN FRED FOR ANY AND ALL HELP YOU MAY GIVE US ON THIS MATTER.

SINCERELY,

Bill Cooke

BILL COOKE
PRESIDENT

99121

№ 150509

Full Reconveyance

WHEREAS, CALIFORNIA BANK, a corporation of Los Angeles, California, Trustee under Deed of Trust dated December 19, 19 52, made by FLEETWOOD MACHINE PRODUCTS, composed of Milwood W. COOKE, RAY D. MARTIN AND WILFRED J. TURCOTT, Trustor and recorded December 24, 19 52, in Book 40598, Page 413 of Official Records in the office of the Recorder of Los Angeles County, California

has received from Beneficiary thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid and that said Deed of Trust and the note or notes secured thereby have been surrendered to said Trustee for cancellation;

NOW THEREFORE, in accordance with said request and the provisions of said Deed of Trust CALIFORNIA BANK, Trustee, does hereby reconvey, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, the estate now held by it hereunder.

IN WITNESS WHEREOF, CALIFORNIA BANK, Trustee, has caused its corporate name to be signed thereto by its duly authorized officer, this 8th day of June, 19 55

CALIFORNIA BANK, Trustee

By H. K. Koch
Assistant Secretary

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On this 8th Day of June, 19 55, before me, the undersigned Notary Public in and for said County, personally appeared H. K. Koch known to me to be the Assistant Secretary of CALIFORNIA BANK, the corporation that executed the foregoing instrument as Trustee, and known to me to be the person who executed the same on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as Trustee.

WITNESS my hand and official seal.

Agnes F. Brooks
Notary Public in and for said County and State.

ORIGINAL

AGREEMENT made September 1, 1952 among WILFRED TURCOTT and MILWOOD COOKE, hereinafter called the Stockholders, and FLEETWOOD MACHINE PRODUCTS, INC., a California corporation, hereinafter called the Corporation.

WHEREAS, the Stockholders are the owners of all the capital stock of the Corporation, each owning thirty-five thousand, five hundred twenty-nine (35,529) shares, and

WHEREAS, the Stockholders and Corporation believe it to be for the best interest of the Corporation that the stock of a deceased Stockholder be acquired by the Corporation and to provide continuity of management, and

WHEREAS, Stockholders and Corporation desire to impose certain restrictions and obligations on themselves, and the shares of stock of Corporation,

IT IS THEREFORE AGREED:

1. No Stockholder shall dispose of or encumber any part of his stock in Corporation except as hereinafter set out.

2. Upon the death of any Stockholder the Corporation shall purchase with its surplus, and the estate of decedent shall sell, all of decedent's stock of Corporation now owned or hereafter acquired by him to Corporation. The purchase price of said stock shall equal its value computed in accordance with the provisions of Paragraph 3 of this agreement.

3. The purchase price of each share of stock shall be its book value at the end of the fiscal year of Corporation last preceding the date of death of the Stockholder, plus the average of the annual net profit per share after federal and state income taxes for

92123

the period hereinafter set out, plus an amount equal to the average annual salaries paid to Stockholders herein, for the period hereinafter set out, divided by the number of issued and outstanding shares. The period hereinbefore mentioned shall be the five (5) years preceding the date of death (or date of offer as the case may be), except that no year prior to the fiscal year ending in 1955 shall be used in this calculation. In the event Corporation shall at the date of death of a decedent Stockholder own life insurance policies upon the life of a deceased Stockholder, book value shall not include the cash surrender value or the proceeds of any such policy or policies. The determination of book value shall be made by the accountant then servicing Corporation and such determination shall be conclusive upon all of the parties hereto.

4. The purchase price shall be paid as follows: One-fourth (1/4) of the purchase price shall be paid in cash to the estate of the decedent within thirty (30) days after the qualification of a legal representative of such estate. The balance shall be paid in three (3) equal consecutive annual payments, the first such payment to be paid one (1) year after the date of the first payment herein. This obligation shall be evidenced by a promissory note bearing interest at six percent (6%) per annum and providing that said obligation may be prepaid without penalty. Said note, together with a pledge of the stock acquired herein by Corporation as security for the payment thereof, shall be delivered to the legal representative of the estate of decedent contemporaneously with the first payment hereinabove mentioned. Said pledge shall be effected by endorsement upon the stock certificate purchased hereunder that said certificates are pledged for the performance of the obligations herein set out.

5. If at any time Corporation is required to make payment of the purchase price or any part thereof for the stock of a deceased

then the entire available surplus shall be used to purchase part of the stock of the deceased Stockholder and Corporation and the surviving Stockholder shall promptly take all action required to reduce the capital stock of Corporation to the extent necessary for the redemption of the unpurchased stock. Payment for the stock so redeemed by Corporation shall be made in a sum equal to the sum which would have been paid pursuant to Paragraph 3 herein.

6. Upon completion of the payment of the purchase price herein, the legal representative of the estate of a decedent Stockholder shall assign and deliver the shares of deceased Stockholder to Corporation and Corporation shall hold the same free of the obligations and pledge hereinabove mentioned.

7. In the event that a Stockholder desires to dispose of his stock during his lifetime, he shall first offer all his stock for sale to Corporation. Any shares not purchased by Corporation within thirty (30) days after the receipt of such an offer shall be offered to the other Stockholder. Both Corporation and Stockholder shall have the right to purchase such stock so offered upon the following terms and conditions: The purchase price, terms of payment and security for same shall be the same as set out in Paragraphs 3 and 4 of this agreement, except that one-third (1/3) of said purchase price shall be paid in cash within thirty (30) days of the date of receipt of said offer and the balance shall be paid in twelve (12) equal monthly installments, commencing thirty (30) days after the first payment hereunder. Upon the completion of payment, the selling Stockholder shall transfer appropriately endorsed certificates to the purchaser hereunder. This agreement shall be ineffective and void as to any shares not purchased by either Corporation or Stockholder.

8. Upon the execution of this agreement the certificates of stock subject hereto shall be surrendered to the Corporation and endorsed as follows:

> "This certificate is transferable only upon compliance with the provisions of an agreement dated September 1, 1957, among WILFRED TURCOTT, MILWOOD COOKE and FLEETWOOD MACHINE PRODUCTS, INC., a copy of which is on file in the office of the secretary of the Corporation."

After endorsement the certificates shall be returned to the Stockholders who shall, subject to the terms of this agreement, be entitled to exercise all rights of ownership of such stock. All stock hereafter issued to the Stockholders shall bear the same endorsement.

9. This agreement shall terminate upon the occurence of any of the following events:

(a) Cessation of the Corporation's business.

(b) Bankruptcy, receivership, or dissolution of the Corporation.

(c) The voluntary agreement of all parties who are then bound by the terms hereof.

Upon the termination of this agreement, each Stockholder shall surrender to the Corporation the certificates for his stock and the Corporation shall issue to him in lieu thereof new certificates for an equal number of shares without the endorsement set forth in Paragraph 8.

10. Whenever any stock is sold pursuant to this agreement, the seller shall affix to the certificates of stock the necessary documentary stamps.

11. This agreement shall be binding upon the parties, their heirs, legal representatives, successors, and assigns. Each Stockholder in furtherance thereof shall execute a will directing his executor to perform this agreement and to execute all documents necessary to effectuate the purposes of this agreement, but the failure to execute such will shall not affect the rights of any Stockholder or the obligations of any estate, as provided in this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement.

Wilfred Turcott

Milwood Cooke

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood Cooke, President

By Brett Smithers, Secretary

We, the undersigned, hereby certify that we are the wives of WILFRED TURCOTT and MILWOOD COOKE, respectively, and that we have read and understand the foregoing agreement and agree to be bound by all the terms thereof insofar as we have or may have an interest in the subject matter thereof as community property or otherwise.

Judith Turcott

Mildred A. Cooke

11. This agreement shall be binding upon the parties, their heirs, legal representatives, successors, and assigns. Each Stockholder in furtherance thereof shall execute a will directing his executor to perform this agreement and to execute all documents necessary to effectuate the purposes of this agreement, but the failure to execute such will shall not affect the rights of any Stockholder or the obligations of any estate, as provided in this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement.

Wilfred Turcott

Wilfred Turcott

Milwood W. Cooke

Milwood Cooke

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood W. Cooke
Milwood Cooke, President

By Brett Smithers
Brett Smithers, Secretary

We, the undersigned, hereby certify that we are the wives of WILFRED TURCOTT and MILWOOD COOKE, respectively, and that we have read and understand the foregoing agreement and agree to be bound by all the terms thereof insofar as we have or may have an interest in the subject matter thereof as community property or otherwise.

Judith A. Turcott

Judith Turcott

Mildred A. Cooke

Mildred A. Cooke

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3305
(818) 983-1077
FAX (818) 982-0932

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

EPA MEETINGS HELD 2-4-92 AND 2-5-92 CONDUCTED IN THE OFFICE OF BILL COOKE, PRESIDENT OF FLEETWOOD MACHINE PRODUCTS, INC..

GROUPS OF 7 EMPLOYEES AT A TIME WERE BROUGHT IN WITH THE PLANT SUPERVISOR CURT STEWART IN ATTENDENCE AND BILL COOKE CHAIRING THE MEETING.

THE FOLLOWING SUBJECTS WERE DISCUSSED PERTAINING TO A FACT FINDING MISSION CONCERNING EPA:

1. ANY KNOWN LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT MAY HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

2. PRECAUTIONARY MEASURES CONCERNING SHOP AND SURROUNDING AREAS REGARDING USAGE AND DISPOSALS OF HAZARDOUS MATERIALS.

3. PROCEDURES CONCERNING REPORTING, CLEAN UP, ETC. OF ANY FUTURE OR POSSIBLE SPILLS, REFERENCE TO SAFETY MANUAL.

4. GENERAL DISUCSSION OF MAINTAINING FLEETWOOD MACHINE PRODUCTS SAFETY POLICYS AND KEEPING EPA REGULATIONS CURRENT AND IN FORCE.

5. ALL IN ATTENDANCE WERE ASKED TO SIGN IN IF THEY HAD NO KNOWLEDGE OF ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT MAY HAVE OCCURRED OR MAY OCCUR AT OR FROM FLEETWOOD MACHINE PRODUCTS, INC.. ALL IN ATTENDANCE SIGNED THEIR NAMES TO THIS ACKNOWLEDGEMENT.

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

Barbara Trela

Shelly Cooke

Jom Cooke

Don Cooke

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF 91605
(213) 877-3306
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

EPA MEETING

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

Curt Stewart
CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

Joe Angel Mendoza

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

FEBRUARY 4, 1992

TO YOUR KNOWLEDGE HAS THERE EVER BEEN ANY LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY.

BILL COOKE-PRESIDENT

CURT STEWART-SHOP

WE HAVE NO KNOWLEDGE OF ANY OF THE ABOVE

City of Los Angeles
DEPT. OF PUBLIC WORKS
Bureau of Engineering

APPLICATION, PERMIT FOR SEWER OR STORM DRAIN CONN. OR RECORD OF DYE TEST

UNDER CHAPTER 6, LOS ANGELES MUNICIPAL CODE

JOB ADDRESS: 11447 VAN OWEN
LOT: See Map
BLOCK: SFC 33551
TYPE OF OCCUPANCY: Factory
INTO:
TRACT:
STORIES:
DWELL. UNITS:
SEC. CERT.: 33551
☑ SEWER CONNECTION ☐ DYE TEST
☐ STORM DRAIN CONNECTION
☑ NEW CONNECTION ☐ REPAIR
☐ RECONNECTION
PERMIT CERT.:
CONTRACTOR: Miguel R. Gonzalez
STATE LICENSE NO.: 143070
CLASSIFICATION: ☐ A ☐ B-1 ☐ C 36 ☑ C-42
WILL THIS CONNECTION CONTAIN
Industrial Waste? ☐ YES ☐ NO
Swimming Pool Water? ☐ YES ☑ NO
ADDRESS: 12009 Hart
CITY: N. Holly
ZIP CODE: 91605
TELEPHONE: P05145

I hereby agree to observe all requirements of the Municipal Code of the City of Los Angeles and all amendments thereto.

Feb 22-74 Miguel R. Gonzalez
DATE AUTHORIZED SIGNATURE

JOB ADDRESS: 11447 VAN OWEN
CONTRACTOR: Miguel R. Gonzalez

FOR OFFICE USE ONLY

☐ PERMIT ☐ DYE TEST	$ 16	00
TAP FEE		
SPEC. INSP.		
TOTAL	$ 16	00

PERMIT NUMBER: 154619EVL

NOTICE TO PERMITTEE

PERMIT AND STATE TRENCH AND EXCAVATION SAFETY ORDERS MUST BE ON JOB AT ALL TIMES.
INDICATED LOCATION AND DEPTH NOT GUARANTEED BY CITY.
KEEP SIDEWALKS AND GUTTERS CLEAR.
KEEP LIGHTS BURNING AT NIGHT.
MAINTAIN BARRICADES AT ALL TIMES.
PERMISSION TO EXCAVATE MUST BE OBTAINED FROM ANY CONTRACTOR DOING CONCURRENT WORK IN THE SAME AREA.
SATISFACTORILY BACKFILLED EXCAVATIONS MUST BE RESURFACED WITH PRE-MIX BITUMINOUS MATERIAL WITHIN 3 DAYS AFTER BEING INSPECTED.
NOTIFY INSPECTION DISPATCHER 24 HOURS BEFORE STARTING WORK.
NOTIFY FIRE AND POLICE DEPTS. 48 HRS BEFORE STARTING WORK.

THIS PERMIT EXPIRES 6 MONTHS FROM DATE OF ISSUANCE

SEWER MAP NO.: 1052-C

STATION	Y	CURB	PL.	DEPTH
2768			248	5

LOWER M.H.: 9+00
LOCATION: Inter Fremitale
UPPER M.H.: 3+21
REMARKS: R

BY: RK
BUREAU OF ENGINEERING
TIME AND DATE: 2/25/74

THIS PERMIT NOT VALID UNLESS RECEIPT ATTACHED OR REGISTER VALIDATED

90-623
RECEIPT NUMBER FEB 25-74 5131 2 — L S 16.00

I certify that this image is a true and correct copy of a record of the City of Los Angeles filmed and processed to archival standards under my direction and control, in accordance with Section 12.4 LAAC and Section 34.90.5 of the Calif. Gov't Code.

Supervisor, Microfilm Unit, Bureau of Engineering — DATE: 4-27-90

92148

154619-74

FOR ADDRESS
11447 Van Owen St.

CONTRACTOR
Mike Gonzalez

PERMIT NUMBER
154619EVL

INSPECTION REPORT

DATE OF INSPECTION 9-9-94 TYPE R Clay CONDITION OK

ALL MEASUREMENTS FROM LOWER MANHOLE

Y	CURB	P.L.	LENGTH

NOTE:

EXCAVATION

SIZE (WIDTH & LENGTH)	TYPE OF SURFACE

DATE ST. MTCE. NOTIFIED

INSPECTOR Hillinger

THIS PERMIT EXPIRES 6 MONTHS FROM DATE OF ISSUANCE

STATION	Y	CURB	PL	DEPTH
2+08			568	5'

LOWER M.H. 0+00

LOCATION Inter Fardale

UPPER M.H. 5+21

REMARKS
R

BY RK.

BUREAU OF ENGINEERING

TIME AND DATE 2/25

THIS PERMIT NOT VALID UNLESS RECEIPT ATTACHED OR REGISTER VALIDATED

P-683

RECEIPT NUMBER

M

SFC Pl. 33551
2-25-74

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE CITY ENGINEER
Los Angeles, California 90012

Cuse

☒ Existing
☐ New Building
☐ Change in Use or Addition

CURRENT SEWER AVAILABILITY

Owners Name: Walt Arnesen

Owners Address: 11447 Van Owen St.

City: N.H.

Building Permit Plan Check #:

Use of Building: Factory & Storage

Zip Code: Tel:

Job Address: 11447 Van Owen St.

Legal Description: Tract [illegible]

NOTICE: Sewerage fees and charges required by LAMC, Section 64.00 et. seq. in the amount of $ [illegible] must be paid. Make checks payable to the City of Los Angeles, Department of Public Works.

☒ 1. Public sewerage facilities are available for improvements on this property, but before they can be legally occupied or sewered, the above fees and charges must be paid and a sewer house connection permit obtained at the office checked below.

☐ 2. Public sewerage facilities are currently designated not available to proposed improvements on this property because:

- ☐ a. The above fees and charges must be paid prior to issuance of a building permit.
- ☐ b. Capacity is inadequate. Details at office checked below.
- ☐ c. Sewer capacity may be inadequate. City will investigate.
- ☐ d. A Dye Test by the City is required to confirm connection.
- ☐ e. You must submit floor plans and breakdown sheet showing occupancy and units in accordance with Section 64-11.3, (see over) to the office checked below. Allow _____ Working Days for Checking.
- ☐ f. You must submit a letter from a registered engineer or licensed architect indicating proposed discharge into the public sewer to the office checked below. Include 5 minute peak flow in gallons per minute and average daily flow.

Map No. [illegible]

BUREAU OF ENGINEERING – District Office Locations.

- ☐ Central - 200 No. Spring St., Room 460, Tel. No. 485-3685
- ☒ East Valley - 14410 Sylvan St., Room 202, Tel. No. 782-6125, Ext. 421
- ☐ Harbor - 638 So. Beacon St., Room 400, Tel. No. 831-9211, Ext. 381
- ☐ Hollywood - 6433 Homewood Ave., Tel. No. 461-3553, Ext. 201
- ☐ West Los Angeles - 1650 Purdue Ave., Room 209, Tel. No. 478-0731, Ext. 385
- ☐ West Valley - 19040 Vanowen St., Tel. No. 345-2200, Ext. 19
- ☐ Westchester-Venice - 7166 W. Manchester Ave., Tel. No. 776-1250 or 670-1480

CITY ENGINEER

Application Reviewed By: DK Sawyer

Date: 3/2/74

Eng 3491 (rev 10/72)

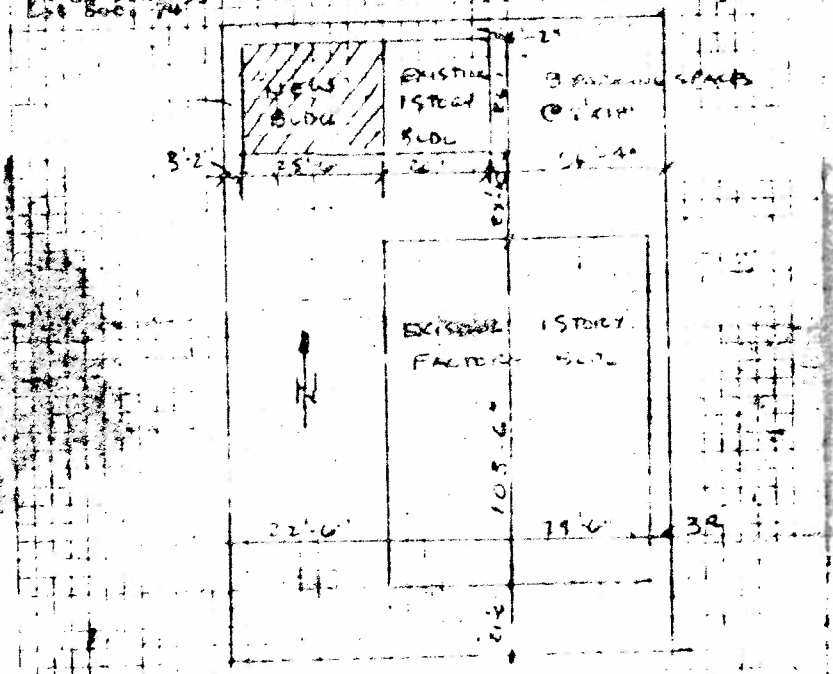
I certify that this image is a true and correct copy of a record of the City of Los Angeles filmed and processed to archival standards under my direction and control, in accordance with Section 12.4 LAAC and Section 34000.5 of the Calif. Gov't Code.

Supervisor, Microfilm Unit, Bureau of Engineering

DATE: 3-27-92

Prop. of Lankershim Land & Water Co. Lot on W. Line of Vanowen St., Com W. 465' fr W. line of Tujunga Ave. To W. on SB Line 50' with a uniform depth of 150' N. fort of Lot 54, Tr. 7

Prop. of Lankershim Land & Water Co. on W. Line of Vanowen St. Com W. 410' fr W. line of Tujunga Ave. To W. on SB line 55' with a uniform depth of 180 ft N. part of Lot 54, Tr.



5-3-57 C.O

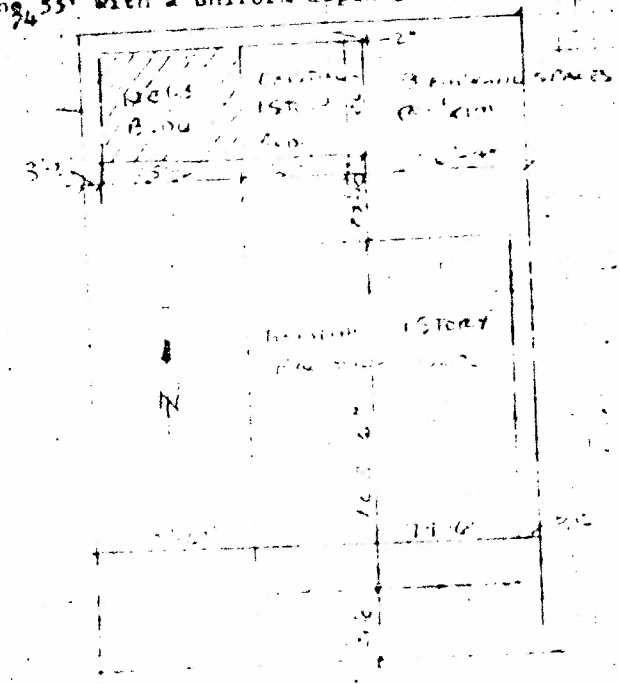
1147 Vanowen

1056-C

I certify that this image is a true and correct copy of a document of the City of Los Angeles filmed and processed to archival standards now in currently and continuously in accordance with Section 1014, LAC and Section 34090.5 of the Calif. Gov't Code. Date 5-27-92

Prop. of Lankershim Land & Water Co. Lot on N. Line of Vanowen St., Com W. 465' fr W. line of Tujunga Ave. th W. on SD Line 50' with a uniform depth of 180' N. Part of Lot Sec. 24

Prop. of Lankershim Land & water Co on N. Line of Vanowen St. Com W. 410' fr W. Line of Tujunga Ave. th W on SD line 55' with a uniform depth of 180 ft N. part of Lot Sec. 24



5-3-57. C.O

1447. Vanowen

1052-C

I certify that this image is a true and correct copy of a record on the City of Los Angeles filmed and processed to archival standards under my direction and control. In accordance with Section 12.4 LAAC and Section 1450.5 of the Calif. Gov't Code.

DATE 5-22-92

Supervisor, Microfilm Unit, Bureau of Engineering

BUREAU OF ENGINEERING, CITY OF LOS ANGELES
SEWERAGE FACILITIES CHARGE SUMMARY SHEET

CERTIFICATE NO. _____

S.F.C. Receipt No. 33551 2-25-74

SEWERAGE FACILITIES CHARGE

Type of Occupancy	Units		$/Unit	Amount
Auditoriums, Churches, Etc...	_____	seats	@$ 5.25/seat	_____
Auto Parking, Warehouse.....	1183	sq.ft.	@$ 26.25/1000 sq.ft.	31.05
Bars, Cocktail Lounge.....	_____	seats	@$ 21.00/seat	_____
Com. Shops, Stores.....	8228.25	sq.ft.	@$105.00/1000 sq.ft.	863.64
Hospitals (Surgical).....	_____	beds	@$525.00/bed	_____
Hospitals (Convalescent).....	_____	beds	@$ 89.25/bed	_____
Hotels.....	_____	rooms	@$157.50/room	_____
Medical buildings.....	_____	sq.ft.	@$315.00/1000sq.ft.	_____
Motels.....	_____	units	@$157.50/unit	_____
Office buildings.....	_____	sq.ft.	@$210.00/1000 sq.ft.	_____
Restaurants, cafeteria,etc..	_____	seats	@$ 52.50/seat	_____
Industrial.....	_____	gal/day	@$ 30.00/100 gallons/day peak flow	_____
Others.....	_____			_____

Residential: (Note: A bedroom is defined as any room in excess of 90 sq. ft. that is not a living room, kitchen or bathroom)

Single family dwelling units.	_____	units	@$348.00/dwelling unit	_____
Apartment buildings:				
Bachelor/single units.....	_____	units	@$105.00/dwelling unit	_____
1-bedroom dwelling unit.....	_____	units	@$157.50/dwelling unit	_____
2-bedroom dwelling unit.....	_____	units	@$210.00/dwelling unit	_____
3 or more dwelling unit.....	_____	units	@$262.50/dwelling unit	_____
Duplexes.....	_____	units	@$315.00/dwelling unit	_____
Schools:				
Elementary or jr. high.....	_____	students	@$ 10.50/student	_____
High schools.....	_____	students	@$ 15.75/student	_____
Universities, or colleges...	_____	students	@$ 21.00/student	_____
College dormitories.....	_____	students	@$ 89.25/student	_____

S.F.C. FEE TOTAL 895.00

BONDED SEWER FEES

Total Area.....	_____	sq.ft.		
Utilized Area.....	_____	sq.ft.	@$300.00/6500 sq.ft.	
Actual Frontage.....	_____	ft.		
Fee Frontage.....	_____	ft.	@$ 6.00/ft.	—
SPECIAL F.C. CHARGE.....	_____	ft.	@$ 3.00/ft.	_____

SUBTOTAL	895.00
CREDIT FROM PREVIOUS PAYMENT	0
TOTAL DUE	895.00

Prepared by DKS Date 2/6/74

Job Address 11447 Van Owen St. Map No. 1152-C

Eng. 4.215 (Rev. 2/71)

Garage: Factory - 10.5' x 71.5' = 8278.25 sq.ft.
Shop - 45.5' x 26' = 1183 sq.ft.

PERMIT NO. W [illegible]
INDUSTRIAL CLASS: 0[illegible]

CITY OF LOS ANGELES

INDUSTRIAL WASTE PERMIT

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION

ISSUED TO:

NAME: FLEETWOOD MACHINE PRODUCTS INC.
MAILING ADDRESS: 11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

LOCATION ADDRESS: 11447 VANOWEN ST
NO. HOLLYWOOD

APPLICATION DATE: 12/10/82 EFFECTIVE DATE: 01/01/83

This permit signifies that the person named on the face hereof has fulfilled the requirements of Section 64.30 L.A.M.C., in making application to the Board of Public Works to discharge industrial wastes into an approved disposal system; and that said application has been approved to discharge specific industrial wastes into the system in the manner described therein and in accordance with the Board of Public Works regulations governing industrial waste discharges.

This permit does not in any way authorize the permittee to violate any term or provision of the Municipal Code governing industrial waste disposal or any regulation of the Board of Public Works made pursuant thereto.

Issuance of this Industrial Waste Permit is categorically exempt from preparation of an Environmental Impact Report in accordance with Article 8, Section 8 of City Guidelines for Implementation of California Environmental Quality Act of 1970.

THIS PERMIT BECOMES VOID UPON ANY CHANGE OF OWNERSHIP OR LOCATION WHATSOEVER. Notify the Bureau of Sanitation of any changes of ownership or address at the following location:
2335 Dorris Place, Los Angeles, California 90031 — Phone: 485-5886

TECHNICAL DATA

INSPECTION FREQUENCY: 03
EST. WASTEWATER STRENGTH: 757.00 MILLIGRAMS/LITER (SUSPENDED SOLIDS) 318.00 MILLIGRAMS/LITER (BIOCHEMICAL OXYGEN DEMAND)

EST. WASTEWATER VOLUME: 5 (GALLONS PER DAY)

NOTE: APPROPRIATE INSPECTION FEE AND QUALITY SURCHARGE FEE WILL BE DETERMINED FROM ESTIMATED SEWAGE STRENGTH AND VOLUME SHOWN HEREIN, IN ACCORDANCE WITH SECTION 64.30 OF THE L.A.M.C. AND THE BOARD OF PUBLIC WORKS RULES AND REGULATIONS ATTACHED HERETO. APPROPRIATE ADJUSTMENT MAY BE MADE FOR ANY SUBSEQUENT CHANGE IN VOLUME AND/OR STRENGTH. IF YOUR PERMIT IS SUBJECT TO THE SURCHARGE FEE, YOU WILL BE BILLED FOR 1/4 OF THE ANNUAL FEE AND 1/4 OF THE SURCHARGE FEE ON THE 1st OF THE FOLLOWING MONTHS: JANUARY, APRIL, JULY, AND OCTOBER OF EACH YEAR.

JACK M. BETZ
DIRECTOR, BUREAU OF SANITATION

BY _____
CHIEF INDUSTRIAL WASTE INSPECTOR

FOR OFFICE USE ONLY

DISTRICT: 02 SUBDISTRICT: 021 INTERCEPTOR CODE: FLOW CODE: 9
NUMBER OF GARBAGE GRINDERS: WASTE PROCESS: 02 BILLING CODE: B
TREATMENT REQUIRED: 02 TREATMENT FACILITIES: 19 FINAL DISPOSAL: 1
OTHER PERMITS:

97149

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 02

BILL NUMBER	BILL DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
91202478	06/12/91	43[illegible]	FROM 04/01/91 THRU 06/30/91	07/01/91	07/01/91	[illegible]	[illegible]

SURCHARGE BASED: WASTE WATER VOLUME: 1160 GALLONS/DAY
NUMBER OF FLUSHES: 707.00 BIOCHEMICAL OXYGEN DEMAND: 918.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
06/30/91	91202478	98.25	154.51		252.76
TOTALS:		98.25	154.51		252.76

Please. You MUST

1) Enclose the Stub from your invoice along with your check, made payable to: DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above

2) Write your permit number and your bill number on your check

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

PAID
JUL 19 1991

Per 39038

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT OF PUBLIC WORKS INDUSTRIAL WASTE DISPOSAL

BUREAU OF ACCOUNTING ROOM 1250, CITY HALL EAST, LOS ANGELES CA 90012

INDUSTRIAL WASTE DISPOSAL

BILL NUMBER	BILL DATE
[illegible]	[illegible]

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
432931	FROM 04/01/91 THRU 03/31/92	04/01/91	04/30/91	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: 1100 GALLONS/DAY
SUSPENDED SOLIDS: 121.00 BIOCHEMICAL OXYGEN DEMAND: 216.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
03/31/91	[illegible]	90.00	194.51		[illegible]
TOTALS:		[illegible]	194.51		[illegible]

Pd 3/21/91 ✓ #38604

Please You MUST:

1) Enclose the Stub from your invoice along with your check, made payable to DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above

2) Write your permit number and your bill number on your check.

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

SURCHARGE-PAYING PERMITS ONLY: DOMESTIC SEWAGE ALLOWAN
CE WERE INCREASED. SEE CHANGES FROM 2300G/LTO 2150G/L AND
35 PROPORTIONAL TO 2030G/L.

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, INDUSTRIAL WASTE DISPOSAL

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 024

BILL NUMBER	BILL DATE
09402574	02/05/90

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
432931	FROM 10/01/89 THRU 12/31/89	01/01/90	03/31/90	3	03

SURCHARGE BASIS: WASTE WATER VOLUME: 1100 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
12/31/89	09402574	73.50	121.72		195.22
TOTALS:		73.50	121.72		195.22

Paid 2-19-90 CR 43605

Please You MUST:

1) Enclose the Stub from your invoice along with your check, made payable to DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above

2) Write your permit number and your bill number on your check.

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, INDUSTRIAL WASTE DISPOSAL

BUREAU OF ACCOUNTING - ROOM 1250 CITY HALL EAST LOS ANGELES, CA 90012

2325

INDUSTRIAL WASTE DISPOSAL

618

BILL NUMBER	BILL DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
[illegible]	[illegible]	[illegible]	FROM 04/01/90 THRU 06/30/90	07/05/90	[illegible]	5	[illegible]

SURCHARGE BASIS: WASTE WATER VOLUME: 1100 GALLONS/DAY
SUSPENDED SOLIDS: 727.00 BIOCHEMICAL OXYGEN DEMAND: 210.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
PRIOR PERIOD BALANCE:					[illegible]
03/16/90	[illegible]				
CURRENT PERIOD CHARGES:					
06/30/90	90102602	73.50	121.72		195.22
TOTALS:		73.50	121.72		[illegible]

PAID

Please. You MUST:

1) Enclose the Stub from your invoice along with your check, made payable to: DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above

2) Write your permit number and your bill number on your check.

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

PLEASE NOTE THAT THE INSPECTION FEE HAS BEEN INCREASED BY ONE HUNDRED DOLLARS, FROM $90.00 TO $190.00, EFFECTIVE 4/1/90, TO PAY FOR REGULATION OF FEDERALLY MANDATED PROGRAMS.

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, INDUSTRIAL WASTE DISPOSAL

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE

DIST 024

BILL NUMBER	BILL DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
90102602	03/26/90	432931	FROM 01/01/90 THRU 03/31/90	04/01/90	04/30/90	5	32

SURCHARGE BASIS: WASTE WATER VOLUME: 1100 GALLONS/DAY
SUSPENDED SOLIDS: 727.00 BIOCHEMICAL OXYGEN DEMAND: 210.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
03/31/90	90102602	73.50	121.72		195.22
TOTALS:		73.50	121.72		195.22

Please. You MUST:

1) Enclose the Stub from your invoice along with your check, made payable to: DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above

2) Write your permit number and your bill number on your check.

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

CL 37017

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

5/15/90

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, INDUSTRIAL WASTE DISPOSAL

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL E. ST. LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DISI 024

BILL NUMBER	BILL DATE
9040319	9/1/90

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
432931	FROM 07/31/90 THRU 09/30/90	10/01/90	10/31/90	5	03

SURCHARGE BASIS: WASTE WATER VOLUME: 1100 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES: 09/30/90	9040319	98.25	140.81	#1912 PAID SEP 24 1990 Per 38076	
TOTALS:		98.25	140.81		239.06

Please You MUST

1) Enclose the Stub from your invoice along with your check, made payable to: DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above

2) Write your permit number and your bill number on your check.

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

SURCHARGED PERMITTEES ONLY; PLEASE NOTE THAT YOUR BILL EFFECTIVE DATE INCREASES EFF 7/1/90, FROM 0.242 TO 7.5/LB SS AND FROM 0.140 TO 0.166/LB FOR BOD

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, INDUSTRIAL WASTE DISPOSAL

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DISI 024

BILL NUMBER	BILL DATE
9041319	1/1/90

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
432931	FROM 10/01/90 THRU 12/31/90	01/01/91	01/31/91	5	03

SURCHARGE BASIS: WASTE WATER VOLUME: 1100 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES: 12/31/90	9040319	98.25	140.81	PAID JAN 07 1990 Per 38375	239.06
TOTALS:		98.25	140.81		239.06

Please You MUST

1) Enclose the Stub from your invoice along with your check, made payable to: DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above

2) Write your permit number and your bill number on your check.

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, INDUSTRIAL WASTE DISPOSAL

BUREAU OF ACCOUNTING - ROOM 1250 CITY HALL EAST LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

BILL NUMBER	BILL DATE					
[illegible]	09/22/89	INVOICE		DIST 024		
PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP CLASS	
432931	FROM 07/01/89 TO 09/30/89	10/01/89	10/31/89	B	03	

SURCHARGE BASIS: WASTE WATER VOLUME: 1160 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	REF NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
09/30/89	[illegible]	73.50	122.72		[illegible]
				PAID OCT 17 1989	
TOTALS:		[illegible]	[illegible]		[illegible]

A DELINQUENT FEE IS ADDED, IF NOT PAID BY DELINQUENT DATE

FOR INFORMATION PLEASE CALL (213) 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

SURCHARGE PERMITTEES WILL NOTE THAT THEIR SS RATE INCRE
ASED 27%, FR:$.190, TO:$.242/LB / BOD RATE INCRS'D 49%
FR:$.095, TO:$0.140/LB;EFF.7/1/89, TO COVER CURRT COSTS.

FORM 9000-1W (10-87)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS. IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

BILL NUMBER	BILL DATE					
89202787	06/15/89	INVOICE		DIST 024		
PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP CLASS	
432931	FROM 04/01/89 THRU 06/30/89	07/01/89	07/31/89	B	03	

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	BILL NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
06/30/89	89202787	73.50	.40		73.90
TOTALS:		73.50	.40		73.90

Please. You MUST:

1) Enclose the Stub from your invoice along with your check, made payable to: DEPT. of PUBLIC WORKS and mail to address shown on return envelope & above.

2) Write your permit number and your bill number on your check.

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

PLEASE NOTE THAT THE UNIT RATE FOR INSPECTION HAS INCR
EASED FROM $94 TO $98 PER INSPECTION, EFFECTIVE 4/1/89
TO MEET CURRENT COST ON EPA REQUIRED INSPECTION.

FORM 9000-1 W (10-88) CITY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, INDUSTRIAL WASTE DISPOSAL

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 0.4

BILL NUMBER	BILL DATE
86402874	06/30/88

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
432931	FROM 04/01/88 TO 06/30/88	07/31/88	07/31/88	8	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 31.00

TRANS DATE	REF NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
06/30/88	86402874	70.50	[illegible]		70.[illegible]
TOTALS:		70.50	[illegible]		70.50

2325

A DELINQUENT FEE IS ADDED, IF NOT PAID BY DELINQUENT DATE

FOR INFORMATION PLEASE CALL (213) 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (11-87)
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS. IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 0.4

BILL NUMBER	BILL DATE
86402859	12/16/88

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
432931	FROM 10/01/88 TO 12/31/88	01/01/89	01/31/89	8	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 31.00

TRANS DATE	REF NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
12/31/88	86402859	70.50	.40		70.90
TOTALS:		70.50	.40		70.90

618

A DELINQUENT FEE IS ADDED, IF NOT PAID BY DELINQUENT DATE.

FOR INFORMATION PLEASE CALL (213) 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

PAID

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

JAN 04 1989

41485

FORM 9000-1W (11-87)
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS. IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 024

BILL NUMBER	BILL DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
[illegible]	05/14/88	432931	FROM 04/01/88 TO 04/30/88	1[illegible]/01/88	10/31/88	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: [illegible] GALLONS/DAY
SUSPENDED SOLIDS: [illegible] BIOCHEMICAL OXYGEN DEMAND: [illegible]

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
TOTALS:		[illegible]	[illegible]		[illegible]

A DELINQUENT FEE IS ADDED, IF NOT PAID BY DELINQUENT DATE

FOR INFORMATION PLEASE CALL (213) 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

Ck 30611 10/4/88

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

SURCHARGE PAYERS ONLY: PLEASE NOTE YOUR BILL REFLECTS RA TE INCREASES EFF 7/1/[illegible] OF [illegible] TO [illegible] AND [illegible] TO [illegible] FOR CURRENT EXPENDITURES

FORM 9000-[illegible]
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS. IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 024

BILL NUMBER	BILL DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
E8002366	05/22/88	432931	FROM 01/01/88 TO 04/01/88	04/01/88	05/01/88	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: [illegible] GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
04/01/88	E8002366	70.50	.36		70.86
TOTALS:		70.50	.36		70.86

A DELINQUENT FEE IS ADDED, IF NOT PAID BY DELINQUENT DATE

FOR INFORMATION PLEASE CALL (213) 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

Paid

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

Ck 33720 4/13/88

PLEASE NOTE. YOUR BILL REFLECTS INSPECT'N CLASS RATE INCREASE OF 71%, FROM $55 TO $94 PER INSP CLASS, EFFECTIVE 1/1/88, FOR ADDED STAFF/TIME NEEDS TO IMPLEM'T EPA REGS

FORM 9000-[illegible]
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS. IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN.

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 024

REFERENCE NO	DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
87403149	09/21/87	432931	FROM 07/01/87 TO 09/30/87	10/01/87	10/31/87	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	REF NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
09/20/87	87403149	41.25	.32		41.57
TOTALS:		41.25	.32		41.57

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE

FOR INFORMATION PLEASE CALL 485-5886 OR 485-7580

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 024

REFERENCE NO	DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
87405049	12/17/87	432931	FROM 10/01/87 TO 12/31/87	01/01/88	01/31/88	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	REF NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
12/31/87	87405049	41.25	.36		41.61
TOTALS:		41.25	.36		41.61

Paid 1/18/88 Ck 31443

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886 OR 485-7580

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

SURCHARGE PAYERS PLEAS NOTE.YOUR INVOICE REFLECTS CHANGES EFFECTIVE 10/1/87,PER PRESENT COST OF TREATMENT.SS UP 18%,0.145TOO.171$/LB;BOD DOWN 40%,0.134TOO.081$/LB.

FORM 9000-1W (1-81)
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

DELINQUENT NOTICE

DIST. 024

REFERENCE NO	DATE
871[illegible]	05/[illegible]

PERMIT NUMBER	BILLING PERIOD		DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM	1/01/87	4/01/87	4/30/87	8	03
	TO	3/31/87				

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BALANCE	FROM PRIOR PERIOD	.00	(OLD DUE DATE: 1/01/87) .00	10.00	10.00
CURRENT	PERIOD TOTALS FROM LAST STATEMENT	41.25	.32	10.00	51.57
BILLING	ADJUSTMENTS SINCE LAST STATEMENT	.00	.00	.00	.00
PD AS OF	5/10/87	41.25-	.32-	10.00-	51.57-
TOTALS		.00	.00	10.00	10.00

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FULL PAYMENT HAS STILL NOT BEEN RECEIVED.
PLEASE REMIT AS SOON AS POSSIBLE.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

REFERENCE NO	DATE
871[illegible]	[illegible]

PERMIT NUMBER	BILLING PERIOD		DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM	1/01/87	[illegible]	4/30/87	[illegible]	[illegible]
	TO	3/31/87				

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BALANCE	FROM PRIOR PERIOD	.00	(OLD DUE DATE: 1/01/87) .00	10.00	10.00
CURRENT	PERIOD TOTALS FROM LAST STATEMENT	[illegible]	[illegible]	[illegible]	51.57
BILLING	ADJUSTMENTS SINCE LAST STATEMENT	[illegible]	[illegible]	.00	.00
PD AS OF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTALS		.00	.00	10.00	[illegible]

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

Paid 6/11/87 34766

FULL PAYMENT HAS STILL NOT BEEN RECEIVED.
PLEASE REMIT AS SOON AS POSSIBLE.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

DELINQUENT NOTICE

DIST 024

REFERENCE NO	DATE	PERMIT NUMBER	BILLING PERIOD FROM	TO	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
87105264	05/09/87	432931	1/01/87	3/31/87	4/01/87	4/30/87	B	03

TRANS DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BALANCE FROM PRIOR PERIOD (OLD DUE DATE: 1/01/87)		.00	.00	10.00	10.00
CURRENT PERIOD TOTALS FROM LAST STATEMENT		41.25	.32	.00	41.57
BILLING ADJUSTMENTS SINCE LAST STATEMENT 5/09/87	87105264			10.00	10.00
PAYMENTS		.00	.00	10.00-	10.00-
TOTALS		41.25	.32	10.00	51.57

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FULL PAYMENT HAS STILL NOT BEEN RECEIVED.
PLEASE REMIT AS SOON AS POSSIBLE.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST, LOS ANGELES, CA 90012

INDUSTRIAL WASTE DISPOSAL

REVOCATION FOR NON-PAYMENT

DIST 024

REFERENCE NO	DATE	PERMIT NUMBER	BILLING PERIOD FROM	TO	DUE DATE	DELINQUENT DATE	BILL CODE	INSP. CLASS
87204604	07/11/87	432931	4/01/87	6/31/87	7/01/87	9/30/87	B	03

AMOUNT FOR REVOCATION APPLICATION FEE OF 94.00

TRANS DATE	REF NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BALANCE FROM PRIOR PERIOD (OLD DUE DATE: 1/01/87)		.00	.00	10.00	10.00
CURRENT PERIOD TOTALS FROM LAST STATEMENT		41.25	.32	.00	41.57
BILLING ADJUSTMENTS SINCE LAST STATEMENT 7/11/87	87204604	REAPPLICATION AMT		94.00	94.00
PAYMENTS		.00	.00	.00	.00
TOTALS		41.25	.32	104.00	145.57

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886 OR 485-7580

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

Paid 8/17/87

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

THIS PERMIT HAS BEEN REVOKED AND REFERRED TO THE CITY ATTORNEY. A REAPPLICATION FEE HAS BEEN ADDED. NO MORE INVOICES WILL BE SENT, BUT CHARGES WILL CONTINUE TO ACCUMULATE UNTIL PAID.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE DIST 024

REFERENCE NO	DATE
67103567	03/18/87

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM: 01/01/87 TO: 03/31/87	04/01/87	04/30/87	B	03

SURCHARGE BASIS: WASTE WATER VOLUME 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 [illegible] TOTAL 41.57

TRANS DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
PRIOR PERIOD BALANCE:					
03/07/87	80403399				10.00
CURRENT PERIOD CHARGES:					
03/31/87	67103567	41.25	.32		41.57
TOTALS:		41.25	.32		41.57

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

DELINQUENT NOTICE DIST 024

REFERENCE NO.	DATE
87104581	04/14/87

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM: 1/01/87 TO: 3/31/87	4/01/87	4/30/87	B	03

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BALANCE FROM PRIOR PERIOD (OLD DUE DATE: 1/01/87)		.00	.00	10.00	10.00
CURRENT PERIOD TOTALS FROM LAST STATEMENT		41.25	.32	.00	41.57
BILLING ADJUSTMENTS SINCE LAST STATEMENT		.00	.00	.00	.00
PD AS OF	3/18/87	.00	.00	10.00-	10.00-
TOTALS		41.25	.32	.00	41.57

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

Paid 5/7/87

FULL PAYMENT HAS STILL NOT BEEN RECEIVED.
PLEASE REMIT AS SOON AS POSSIBLE.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

DELINQUENT NOTICE

REFERENCE NO	DATE
86406113	02/21/87

PERMIT NUMBER	BILLING PERIOD		DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM	10/01/86				
	TO	12/31/86	1/01/87	1/31/87		

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BALANCE	FROM PRIOR PERIOD	.00	.00	.00	.00
CURRENT	PERIOD TOTALS FROM LAST STATEMENT	41.25	.32	10.00	51.57
BILLING	ADJUSTMENTS SINCE LAST STATEMENT	.00	.00	.00	.00
PAYMENTS		.00	.00	.00	.00
TOTALS		41.25	.32	10.00	51.57

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FULL PAYMENT HAS STILL NOT BEEN RECEIVED.
PLEASE REMIT AS SOON AS POSSIBLE.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

DELINQUENT NOTICE

REFERENCE NO	DATE
86406615	03/07/87

PERMIT NUMBER	BILLING PERIOD		DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM	10/01/86				
	TO	12/31/86	1/01/87	1/31/87		03

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BALANCE	FROM PRIOR PERIOD	.00	.00	.00	.00
CURRENT	PERIOD TOTALS FROM LAST STATEMENT	41.25	.32	10.00	51.57
BILLING	ADJUSTMENTS SINCE LAST STATEMENT	.00	.00	.00	.00
PD AS OF	2/27/87	41.25-	.32-	10.00-	51.57-
TOTALS		.00	.00	10.00	10.00

Paid

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FULL PAYMENT HAS STILL NOT BEEN RECEIVED.
PLEASE REMIT AS SOON AS POSSIBLE.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

7/ - 9/30/87

Call

BILL GAHNBERG
INDUSTRIAL WASTE INSPECTOR

WASTE MANAGEMENT DIVISION
ROOM 7
14401 ERWIN STREET MALL
VAN NUYS, CA 91401

DEPT. OF PUBLIC WORKS
BUREAU OF SANITATION

OFFICE HOURS, 7 TO NOON
(818) 989-8494
(818) 989-8493

City of Los Angeles
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION

RECEIPT

REFERENCE NO.	PERMIT NO.	DATE
11 R 024 008	19 W— 4 3 2 9 3 1	25 0 8 / 27 1 2 / 29 8 7

Magnum Plumb

ADDRESS 11447 Vanowen St. N. Hollywood, Ca. 91605

Check # 34616

THE SUM OF $ 145.57

IN PAYMENT FOR:

FEE	C T	AMOUNT
☐ INDUSTRIAL WASTE APPLICATION FEE	1 5 0	31
☐ WASTE SAMPLING FEE	1	31
☐ BAD CHECK COLLECTION FEE	1	31
— SANITARY DISPOSAL FEE		
— OTHER Past due Fees		145.57

By [illegible]

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

REFERENCE NO.	DATE
80403999	12/19/80

INVOICE [illegible]

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM 10/01/80 TO 12/31/80	01/01/81	[illegible]/27	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: [illegible] GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 312.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
BURAL [illegible]	[illegible] CHARGES:				
12/31/80	80403999	41.25	.32		41.57
TOTALS:		41.25	.32		41.57

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

Paid 1/29/81

NAME AND ADDRESS
FLEETWOOD [illegible] PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

12/1/80

SURCHARGE PERMITTEES ONLY: [illegible] AT [illegible]
[illegible] TO $0.145/LB FOR SS / $0.134/LB FOR BOD TO PIN
[illegible] INCREASE [illegible] TREATING / [illegible] CONSTRUCTION COSTS

FORM 9000-IW (1-80)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING ROOM 1250 CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

REFERENCE NO	DATE
[illegible]	09/27/86

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM 07/01/86 TO 09/30/86	09/01/86	04/30/86	E	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
[illegible]	PERIOD CHARGES				
[illegible]/86	86303460	41.25	.12		41.37
TOTALS:		[illegible]	[illegible]		41.37

PAID
AND $ 1005
3375
Per .....

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

PLEASE NOTE THAT THE INSPECTION UNIT RATE HAS BEEN INCREASED TO $55.00 PER INSPECTION

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO	DATE
86303460	09/22/86

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM 07/01/86 TO 09/30/86	10/01/86	10/31/86	E	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
PERIOD CHARGES:					
09/30/86	86303460	41.25	.12		41.37
TOTALS:		41.25	.12	Paid	41.37

32143
10/21/86

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

PLEASE NOTE: YOUR 1/1/87 BILL WILL REFLECT INCREASES OF 159% ON YOUR SS RATE FROM 0.056 TO 0.145$/LB AND 229% ON YOUR BOD RATE FROM 0.041 TO 0.135$/LB AS OF 10/1/86

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

2325

REFERENCE NO	DATE
[illegible]	12/16/85

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM 10/01/85 TO 12/31/85	01/02/86	01/31/86	B	22

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: [illegible] MILLIGRAMS/LITER DEMAND: [illegible]

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
12/31/85	85403003	35.25	.12		[illegible]
TOTALS:		35.25	.12		35.37

PAID
JAN 03 1986

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

Per [illegible]

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

REFERENCE NO	DATE
86203625	06/19/86

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM 04/01/86 TO 06/30/86	07/01/86	07/31/86	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 MILLIGRAMS/LITER DEMAND: 318.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
06/30/86	86203625	41.25	.12		41.37
TOTALS:		41.25	.12		41.37

73% C

PAID
JUL 7 1986

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

Per [illegible]

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)
RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

REFERENCE NO	DATE
[illegible]	[illegible]

PERMIT NUMBER	BILLING PERIOD FROM	TO	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432951	[illegible]	[illegible]	[illegible]	06/20/85	E	[illegible]

SURCHARGE BASIS: WASTE WATER VOLUME: [illegible] GALLONS/DAY
SUSPENDED SOLIDS: [illegible] CHEMICAL OXYGEN DEMAND: [illegible]

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
[illegible]	PERIOD CHARGES: [illegible]	[illegible]	.10		[illegible]
TOTALS:		[illegible]	[illegible]	Paid	[illegible]

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE

FOR INFORMATION PLEASE CALL 485-5886

Ck 31330 7/10/85

BUSINESS LOCATION
[illegible]

NAME AND ADDRESS
[illegible] PRODUCTS INC.
11447 [illegible]
[illegible]

[illegible]

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

REFERENCE NO	DATE
0520951	06/27/85

PERMIT NUMBER	BILLING PERIOD FROM	TO	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432951	04/01/85	06/30/85	07/01/85	08/05/85	E	03

SURCHARGE BASIS: WASTE WATER VOLUME: [illegible] GALLONS/DAY
SUSPENDED SOLIDS: [illegible] CHEMICAL OXYGEN DEMAND: 312.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES: 06/30/85	0520951	35.25	.10		35.35
TOTALS:		35.25	.10		35.35

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

Paid Ck 31479 7/10/85

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO.	DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
84404021	12/14/84	432931	FROM: 10/01/84 TO: 12/31/84	01/01/85	01/31/85	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
12/31/84	84404021	31.50	.10		31.60
TOTALS:		31.50	.10		31.60

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO.	DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
85303777	09/17/85	432931	FROM: 07/01/85 TO: 09/30/85	10/01/85	10/31/85	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
09/30/85	85303777	35.25	.12		35.37
TOTALS:		35.25	.12		35.37

PAID

OCT 8 1985

Per 34598

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

PLEASE NOTE THAT THE SURCHARGE UNIT RATES HAVE BEEN INCREASED TO $0.056 PER LB FOR SUSPENDED SOLIDS AND $0.041 PER LB FOR BIOCHEMICAL OXYGEN DEMAND.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO.	DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
84104306	07/16/84	432931	FROM 07/01/84 TO 09/30/84	09/01/84	09/30/84	E	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
09/30/84	84104306	31.50	.10		31.60
				PAID	
TOTALS:		31.50	.10		31.60

PAID 1984

Per. 30672

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

Y325

REFERENCE NO.	DATE	PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
84304084	09/14/84	432931	FROM 07/01/84 TO 09/30/84	10/01/84	10/31/84	E	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
09/30/84	84304084	31.50	.10		31.60
				PAID	
TOTALS:		31.50	.10		31.60

OCT 4 1984

Per. 3.24.29

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO	DATE
64204243	03/16/83

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM: 04/01/83 TO: 03/31/83	04/01/83	04/30/83		03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 316.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
03/31/83	83104304	22.50	.06		22.56
TOTALS:		22.50	.06		22.56

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

Paid
Ck 28991

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

PLEASE NOTE THAT THE UNIT RATES IN THE SURCHARGE FORMULA HAVE BEEN INCREASED TO COVER ADDED COSTS.
FEES PRORATED FOR 01/01/83 THRU 03/31/83.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

2375

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO	DATE
64204242	06/22/84

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM: 04/01/84 TO: 06/30/84	07/01/84	07/31/84	B	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 316.00

TRANS. DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
06/30/84	64204242	31.50	.10		31.60
TOTALS:		31.50	.10		31.60

PAID
JUL 12 1984
Per 3269

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

PLEASE NOTE THAT THE SURCHARGE UNIT RATES HAVE BEEN INCREASED TO $0.047/LB FOR SUSPENDED SOLIDS AND $0.034/LB FOR BIOCHEMICAL OXYGEN DEMAND.

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO	DATE
83304366	09/21/83

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM 07/01/83 TO [illegible]	10/01/83	[illegible]	[illegible]	06

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 318.00

TRANS DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
09/30/83	83304366	31.50	.08		31.58
TOTALS:		31.50	.08		31.58

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

PAID
OCT 11 1983
Per.....

FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

DETACH

CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

BUREAU OF ACCOUNTING - ROOM 1250, CITY HALL EAST

INDUSTRIAL WASTE DISPOSAL

INVOICE

REFERENCE NO	DATE
83204529	06/21/83

PERMIT NUMBER	BILLING PERIOD	DUE DATE	DELINQUENT DATE	BILL CLASS	INSPECTION
432931	FROM: 04/01/83 TO: 06/30/83	07/01/83	07/31/83	E	03

SURCHARGE BASIS: WASTE WATER VOLUME: 5 GALLONS/DAY
SUSPENDED SOLIDS: 757.00 BIOCHEMICAL OXYGEN DEMAND: 316.00

TRANS DATE	REF. NUMBER	INSPECTION FEE	SURCHARGE FEE	DELINQUENT FEE	TOTAL FEES
CURRENT PERIOD CHARGES:					
06/30/83	83204529	31.50	.08		31.58
TOTALS:		31.50	.08		31.58

PAID
JUL 20 1983
Per.....

AN ADDITIONAL FEE IS IMPOSED FOR NON PAYMENT BY THE DELINQUENT DATE.

FOR INFORMATION PLEASE CALL 485-5886

BUSINESS LOCATION
11447 VANOWEN ST
NO. HOLLYWOOD

NAME AND ADDRESS
FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN ST
NO. HOLLYWOOD CA 91605

PLEASE NOTE THAT THE INSPECTION FEE HAS BEEN INCREASED TO COVER ADDED COSTS

FC

RE FORM 9000-1W (1-81)

RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS — IF OWNERSHIP CHANGED, INDICATE ON BACK AND RETURN

Engineered Protection Systems Inc.

4923 S. 7th Place • Los Angeles, CA 90021 • 800-[illegible]

ALARM SYSTEM AGREEMENT

THIS ALARM AGREEMENT is made this 3rd day of January, 1992 and between ENGINEERED PROTECTION SYSTEMS, INC. hereinafter referred to as EPS and Fleetwood Machine Products, Inc., hereinafter referred to as "Subscriber".

1. INSTALLATION: EPS agrees to install, or cause to be installed, and to service, subject to the terms of this agreement and during the term of this Agreement, an alarm system ("system") as described herein at the premises of Subscriber located at (Street) 1601 Hanover St. No. Hollywood

Unit # _____ (City) _____ (State) CA (Zip) 91605

Installation will begin on or about _____ and be substantially completed by _____

2. WORK TO BE PERFORMED:

Schedule of Protection

1 Control(s) 8112 F Rad[illegible]
___ Transmitter(s)
1 Siren(s)
1 Remote Pad(s) Alpha II
11 Door(s) Contacted
4 Overhead Door(s) Contacted
1 Window(s) Contacted Sliding door contacted
___ Doors Foiled
___ Window(s) Foiled
4 Motion Detector(s)
1 Photo Electric Detector(s) DJ 415
___ Hold Up Button(s)
___ Heat Detector(s)
___ Smoke Detector(s)
___ Open/close Report

Additional Information: One Water flow Switch

3. TERM, PAYMENT, RENEWAL: Subscriber hereby agrees to pay EPS, its agents or assigns:

(a) For installation the sum of: _____ Dollars ($ _____)

(a) With a deposit to EPS upon execution of the agreement in the sum of: _____ Dollars ($ _____)

(a) With a balance due and payable upon the completion of installation in the sum of: _____ Dollars ($ _____)

(b) For Service the sum of: FORTY-EIGHT _____ Dollars ($ [illegible])

per month, payable monthly, in advance, on the first day of the month, commencing with the month following commencement of the service, for a period of FIVE (5) years from the date service begins. In addition, together with the first monthly payment, Subscriber shall pay the pro-rate share of the monthly charge for the month in which service commences. EPS may increase the monthly service charge for any renewal period of this contract by giving Subscriber sixty (60) days prior written notice.

(c) This Agreement shall automatically be renewed for consecutive additional terms of three (3) years each, unless either party notifies the other in writing, not less than THIRTY (30) days prior to the expiration of the original term or any renewal term thereof, of its intension to terminate this agreement.

4. RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

5. ASSIGNMENT: EPS may assign its interest to the Agreement to a third party. Upon such assignment and notice thereof, the Subscriber shall, if directed to do so, make all payments under this Agreement to the assignee without offset, counterclaim or defense of any kind.

6. EPS'S LIMITATION OF LIABILITY/DISCLAIMER OF WARRANTIES: THIS AGREEMENT PROVIDES ONLY FOR INSTALLATION AND SERVICE, NOT FOR SALE OF AN ALARM SYSTEM. EPS DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT EPS HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES THAT EPS IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 23 AND 24 WHICH SET FORTH EPS'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER FURTHER ACKNOWLEDGES THAT HE HAS READ AND DISCUSSED PARAGRAPH [illegible] WITH EPS'S AGENT. SUBSCRIBER UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMITATION OF EPS'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

7. THE FRONT AND BACK OF THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO ORAL REPRESENTATIONS OR UNDERSTANDINGS MODIFYING ANY OF THE TERMS OF THIS AGREEMENT.

ENGINEERED PROTECTION SYSTEMS, INC.
Alarm Company Operator License # LA 002560

Accepted by _____ Title _____

Written By _____ Subscriber _____

By _____ Title _____

97150

ALARM SYSTEM AGREEMENT

8. **INSTALLATION OF SYSTEM, DELAY OF INSTALLATION, INTERRUPTION OF SERVICE.** Subscriber authorizes and empowers Engineered Protection Systems, Inc. to install or cause to be installed the System set forth in Section 2. Subscriber warrants that it has full authority, from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. Upon completion of the installation EPS shall thoroughly instruct Subscriber in the proper use of the System. Subscriber authorizes use of electric outlets required and necessary current through his meter for the installation and operation of the System at its expense. Subscriber shall at his own expense make any necessary repairs or changes to Subscriber's premises as requested by EPS to facilitate the installation and operation of the System. For a fire alarm system, Subscriber may be required to retain valves, gate valves, tamper, [illegible] connections, inspector tees, connections or other elements of the sprinkler system, as now installed or to be installed at Subscriber's expense. In addition, Subscriber [illegible] and [illegible] passive [illegible] outside the premises to be protected. Any error or omission in the construction or installation of the System must be called [illegible] in writing within five (5) days after completion of the installation, otherwise the installation shall be deemed totally satisfactory to and accepted by Subscriber. EPS assumes no liability for delay in installation [illegible] or interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any cause beyond the control [illegible] to Subscriber while interruption of service due to any such cause may continue. The installation charge quoted in this Agreement is based upon EPS performing the installation [illegible] during normal business days and hours. If for any reason the installation or any part thereof must be performed by outside contractors or at other than normal business times, said installation charge is subject to revision.

9. **MONITORING SERVICE.** EPS shall connect the System (except for Local Alarm Systems) to EPS's monitoring [illegible] located at its monitoring facility or to an independently owned and operated monitoring facility selected by EPS. [illegible] EPS's monitoring [illegible] then, upon receipt of an alarm signal, the monitoring facility shall make every reasonable effort to notify the appropriate police or fire department and/or the other persons [illegible] by Subscriber in writing to EPS. If Subscriber's System is connected to a [illegible] an [illegible] monitoring facility selected by EPS [illegible] alarm signal, the monitoring facility [illegible] to be signed by Subscriber [illegible] the right [illegible] alarm signal [illegible] or [illegible] requirements by giving notice in writing to Subscriber.

10. **REPAIR SERVICE.** [illegible] EPS's expense [illegible] within [illegible] hours following the request for service by Subscriber. Service [illegible] Subscriber's misuse of the System [illegible] at Subscriber's expense pursuant to EPS's then prevailing rates. [illegible] to each visit to Subscriber's premises. Payment of charges for repair service shall be paid upon completion of the work.

11. **FALSE ALARMS.** In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the System, or in the event Subscriber in any manner misuses or abuses the System, EPS may at its sole discretion deem same to be a material breach or default on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Subscriber. EPS's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty or fee is assessed against EPS by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse EPS for same. In the event EPS dispatches a security agent or serviceman to respond to an alarm originating from Subscriber's premises when Subscriber intentionally, accidentally or negligently has activated the alarm signal and no alarm condition exists, or if EPS makes any service call caused by the inadvertence or negligence of Subscriber, Subscriber shall pay to EPS a reasonable sum based on EPS's then prevailing labor and material rates for each such service call. Subscriber represents that he fully understands that the System, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of EPS and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the System nor as malfunction thereof, nor shall any or all of such alarms excuse any of the obligations of Subscriber as set forth in this Agreement. However, in the event false alarms caused by malfunctions of the System result in a denial of police or fire department response, and/or the suspension or cancellation of Subscriber's alarm permit or license, if any, Subscriber may terminate this Agreement by giving EPS notice in writing. The termination of the agreement shall become effective only after Subscriber has permitted EPS to remove the System.

12. **LOCAL AND AUDIBLE ALARMS.** If EPS has installed a Local Alarm System only, EPS will upon receipt of information that the alarm is sounding on the premises of Subscriber, make reasonable efforts to notify Subscriber or his designated representative by telephone pursuant to the information [illegible] provided to EPS by Subscriber. Subscriber acknowledges and understands that external audible devices are designed to automatically shut off after it has sounded for no more than five (5) minutes.

13. **INTERRUPTION, CANCELLATION, TERMINATION.** EPS assumes no liability for interruption of monitoring or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, acts of Subscriber, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of EPS and will not be required to supply service to Subscriber while interruption of service due to any such cause may continue. This Agreement may be [illegible] by Subscriber or cancelled at the option of EPS if Subscriber's premises or equipment are destroyed by fire or other catastrophe or so substantially damaged that it is impractical to continue service, or in the event EPS is unable to render service as a result of any action by any governmental authority, or Subscriber causes an excessive number of false alarms. Upon cancellation or termination of this Agreement for any reason, Subscriber [illegible] EPS to enter Subscriber's premises for the purposes of removing the System.

14. **INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE.** [illegible] acknowledges that [illegible] set forth [illegible] and [illegible] other charges, [illegible] company [illegible] charges, [illegible] taxes, [illegible] permit fees [illegible] governmental agency [illegible] provided upon the [illegible] this Agreement and Subscriber agrees to pay the same.

15. **TITLE TO EQUIPMENT, REMOVAL OF SYSTEM.** Subscriber acknowledges and agrees that this Agreement is a service agreement only and that THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF EPS. Subscriber will not damage, encumber or dispose of the System or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by any but authorized agents of EPS. In the event of loss or damage to the System or any part thereof, Subscriber agrees to pay EPS the reasonable value thereof or cost of repair as the case may be. At the expiration of this Agreement or in the event of any default in performance by Subscriber, EPS is authorized to enter upon the premises of Subscriber and to remove all or any portion of the System. EPS may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Subscriber shall in such event return the System to EPS in good condition, reasonable wear and tear excepted. Subscriber agrees that installation of the System does not create a fixture to Subscriber's premises. In the event Subscriber is not the owner of the premises, Subscriber hereby warrants that Subscriber has secured the written consent of the owner for the installation and removal of the System.

16. **SUBSCRIBER'S DUTIES.** If the System is a burglar alarm, Subscriber shall carefully and properly test and set the alarm System immediately prior to the securing of the premises. If any defect in operation of the System develops, or in the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately. Subscriber agrees to furnish to EPS a written list of the names, titles, addresses and phone numbers of all persons authorized to be notified in the event of an emergency. All changes, revisions and modifications to the above shall be supplied to EPS in writing. In the case of a fire alarm System, Subscriber will notify EPS in writing of any change in its Fire Rating Bureau or agency. Subscriber shall obtain at Subscriber's sole expense all necessary permits and licenses that may be required by any governmental agency for the use and operation of the alarm System. When any device or protection is used including but not limited to space protection, (i.e., Ultra Sonic, Microwave, Infra-Red, etc.) which is affected by turbulence of air, occupied air space change or other disturbing conditions, Subscriber shall turn off and/or remove all things, animals or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed period while the System is on. Subscriber shall provide all electrical currents and outlets necessary for the operation of the System.

17. **CHANGES IN SYSTEM AFTER INSTALLATION.** All changes, additions or modifications to the System, subsequent to the installation, made at Subscriber's request or made necessary by any changes in or damages to Subscriber's premises or to the System, or as may be required by changes in law or by municipal ordinances, shall be at Subscriber's cost. SUBSCRIBER ACKNOWLEDGES THAT HE HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM EPS OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber whose obligations hereunder shall not be diminished by any such loss or damage.

18. **DELINQUENCY, RECONNECT CHARGES.** In the event any payment due hereunder is more than ten (10) days delinquent, EPS may impose and collect a late charge of five (5%) percent of the amount of the delinquency or the maximum rate then permitted by law, whichever is less. If the System is deactivated because of Subscriber's past due balance and if Subscriber desires to have the System reactivated, Subscriber agrees to pay in advance to EPS a reconnect charge to be fixed by EPS in a reasonable amount.

19. **NO CONTRACT WITH ANOTHER ALARM COMPANY.** Subscriber warrants and represents that Subscriber is not under any enforceable agreement with any other party concerning alarm systems. Subscriber agrees to indemnify and save harmless EPS against all claims, demands, suits, expenses and damages of any type (including attorney's fees and court costs) which may be now or hereafter incurred by EPS as a result of a breach of Subscriber's warranty and representation.

20. **ASSIGNEES AND SUBCONTRACTORS OF EPS.** EPS shall have the right to subcontract any services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to EPS's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors (including monitoring facility, if any), and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to EPS.

21. **TRANSMISSION LINES.** Subscriber shall pay all charges made by any telephone company or utility for installation and service charges of telephone lines and related equipment (including jacks) connecting Subscriber's protected premises to the monitoring facility. Subscriber acknowledges that if a digital communicator or derived channel is used the signals from the System will be transmitted over Subscriber's regular telephone lines, and in the event Subscriber's telephone is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from the System may not be received at the monitoring facility during any such interruption in telephone service and the interruption may not be known to EPS. Subscriber further acknowledges and agrees that telephone company lines are wholly beyond the control and jurisdiction of EPS and are maintained by the applicable telephone company.

22. **DEFAULT BY SUBSCRIBER.** If Subscriber fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Subscriber fails to perform any other provisions hereof within ten (10) days after EPS shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, EPS shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) recover the existing amounts due from Subscriber and continue to service the System, in which case EPS shall be entitled to recover in addition, the periodic amounts that become due under the contract for said services, or (b) discontinue service upon five (5) days written notice and recover from Subscriber all sums EPS may be entitled to under the law. Subscriber's abandonment of the premises shall not release Subscriber of its obligations under the terms of this Agreement.

23. **EPS IS NOT AN INSURER, LIMITATION OF LIABILITY:**

23.1. It is understood and agreed: That EPS is not an insurer; that insurance, if any, shall be obtained by Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that EPS makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the System or services supplied will avert or prevent occurrences or the consequences therefrom which the System or service is designated to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from EPS's active or passive negligence, or from a failure to perform any of the obligations herein, including, but not limited to monitoring or repair service, or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

23.1.1. The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert.

23.1.2. The uncertainty of the response time of any police or fire department, paramedic unit or others, should they be dispatched as a result of a signal being received or an audible device sounding.

23.1.3. The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by EPS's failure to perform or by its equipment to operate.

23.1.4. The nature of EPS's service.

23.2. Subscriber understands and agrees that if EPS should be found liable for loss or damage due from: (a) failure of EPS to perform any of the obligations herein, including but not limited to connection, monitoring, response or repair service, (b) the failure of the services or equipment in any respect whatsoever, or (c) EPS's active or passive negligence, EPS's liability shall be limited to a sum equal to the total of six (6) monthly payments [illegible] and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly [illegible]

23.3. If Subscriber wishes, Subscriber may obtain from EPS a higher limitation of liability by paying an additional periodic service charge to EPS. If Subscriber elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold EPS as an insurer.

[illegible] liability on the part of EPS, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of EPS is in or about Subscriber's premises, and are solely and directly caused by said employee.

25. **PURCHASE ORDERS.** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Subscriber's purchase order, this Agreement will govern.

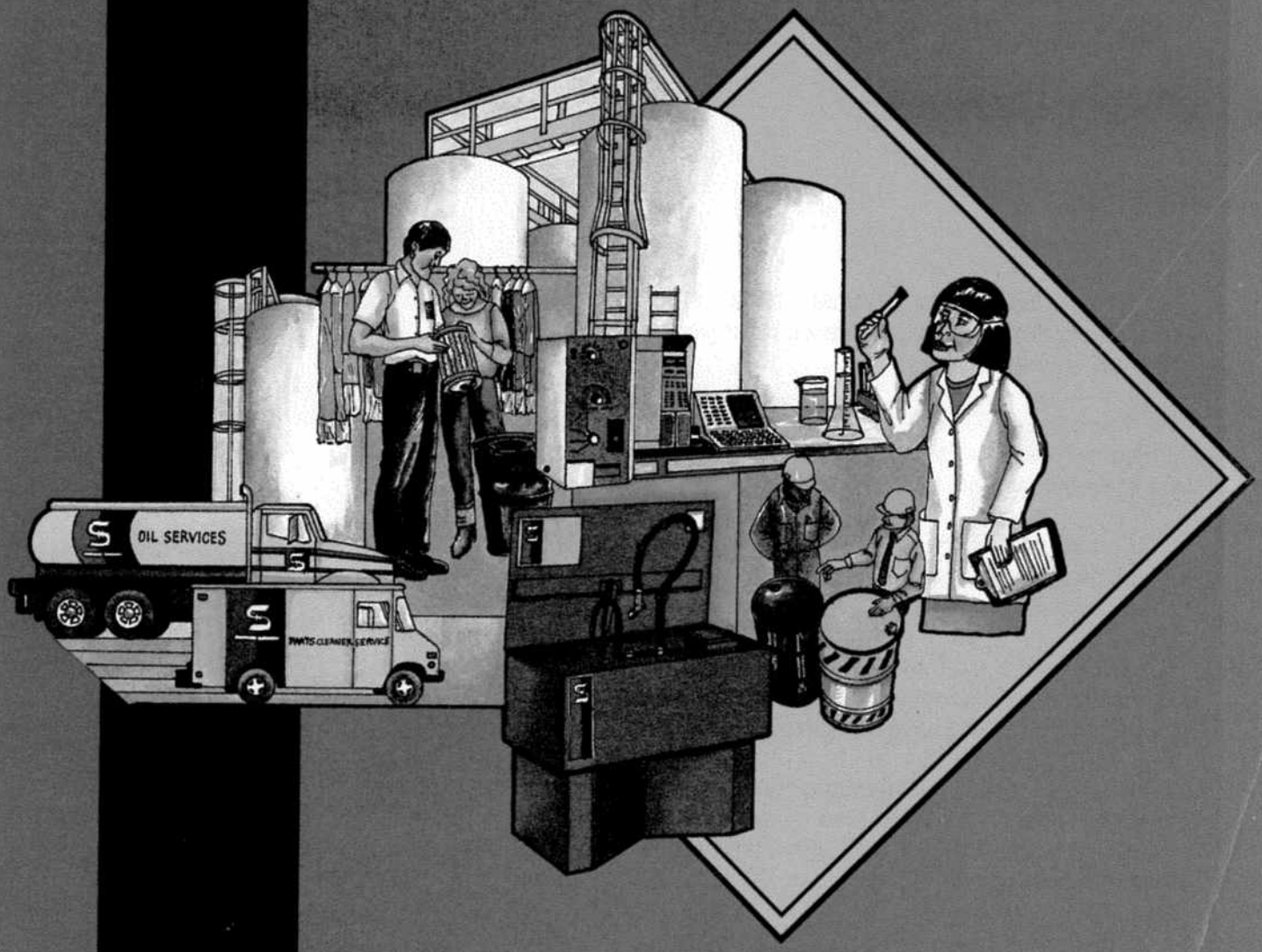
26. **INVALID PROVISIONS.** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

27. **ENTIRE INTEGRATED AGREEMENT, MODIFICATION, ALTERATIONS, WAIVER.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

safety-kleen®

Business • Industry

HAZARDOUS MATERIALS PROGRAM



97151

Employee Training Manual

Safety-Kleen's motto is: "Safety-Kleen is Safety First." Safety-Kleen has a strong regard for your safety because you work with hazardous materials on the job.

There are new laws and regulations requiring employees that work with hazardous materials, be trained about the materials they use and how to protect against their effects.

This booklet contains seven modules that will teach you how to deal with the hazardous materials you use on the job every day. Each module covers a different subject.

At the end of each module you will find a short exercise to test your understanding of the material. Your instructor will explain what to do with the exercise once you have completed it.

The exercises in this manual are not a test to see how smart you are. So, please relax — take your time — and try to learn as much as you can. Knowing the proper way to deal with the hazardous materials you work with can save your life.

THE EMPLOYEE'S "RIGHT TO KNOW"

In the past, workers were not always told about the hazardous materials they might come in contact with on the job. In many cases, container labels and warning sheets didn't give enough information about hazardous materials either. Today, new laws and regulations have been made to help keep you safe and healthy on the job. In this module we will look at your rights under the new employee **"Right to Know"** law.

The new law was issued by the Federal Government and "OSHA" — the Occupational Safety and Health Administration. It is called the **Hazard Communication Regulation**, and it effects every company that uses hazardous materials at any time. The regulation states that as an employee:

- You have a **"Right to Know"** what hazards you may face on the job.
- You have a right to be taught about the hazardous materials you may be exposed to at work, and how to protect yourself against them.

- You cannot be fired or discriminated against because you ask for information and training on how to handle the hazardous materials in your workplace.
- You have the right for your doctor or representative to receive the same information.

Under this regulation an employer has certain responsibilities to:

- Train employees in the physical and health hazards of the materials in the work area, and teach them what they must do to protect themselves from these hazards. This includes teaching them what to do in an emergency, and what protective equipment they should use.

- Teach employees how to tell if a hazardous material has been released in the work area.
- Explain container labels and Material Safety Data Sheets, and how to use this hazard information.
- Tell employees which materials in the work area are hazardous, and where these materials are used. (The "Hazardous Materials Inventory Reference Chart" provided with this program contains this information.)
- Train employees in the details of the company "Written Hazard Communication Program." (This program tells how hazard information will be given to employees, and is located in the front of the Material Safety Data Sheet Binder provided with this program. See your supervisor for details.)

With the new law, everyone will know what information must be provided to keep you safe.

Under the Hazard Communication Regulation, both employees and employers have certain responsibilities.

The employer that uses hazardous materials must:

- Provide a safe work place for employees
- Educate employees about the hazardous materials they will face on the job.
- Recognize, understand, and use warning labels and Material Safety Data Sheets.
- Provide personal protective clothing and equipment, and train employees how to use them.

You, the employee, must:

- Read warning labels and Material Safety Data Sheets and follow the instructions and warnings.
- Ask your supervisor if you have any questions about a hazardous material!

Summary

Your employer and the government are making a strong effort to protect you from hazardous materials. But it's really up to you, the employee. As we continue with the remaining modules, you will begin to understand that *you* are the only person that can really keep yourself safe and protected on the job. You can do this by **BEING INFORMED.**

Remember:

- You have certain rights as an employee because you work with hazardous materials.
- Your employer must provide training that teaches you how to deal with the hazardous materials in your workplace.
- Your employer must provide you with a safe workplace.
- Ask your supervisor if you have any questions about a hazardous material.
- As an employee, you have a **"Right to Know,"** but you also have a responsibility to **Keep Yourself Informed.**

THE EMPLOYEE'S "RIGHT TO KNOW"

Name: _____

Complete the following exercise for Module 1. You may refer back to the module if needed. After completing the exercise, review it with your supervisor.

Fill in the blanks

1) The new law issued by the government and OSHA is called the

_____ Communication Regulation.

2) The new regulation says you have a "_____

to _____" what hazards you face on the job.

3) The employee must read _____ labels and

_____ _____ Data Sheets and follow the instructions.

True or False — Mark T for True, F for False

_____ Only you can really protect your safety on the job.

_____ You have the right to receive information regarding the hazardous materials you work with.

_____ Your employer doesn't have to educate you about hazardous materials if he is too busy.

_____ It is not important to understand warning labels.

Circle the best answer

1) If you are in doubt about how to handle a particular hazardous material ask:

a) your next door neighbor b) your parents
c) your supervisor d) none of the above

2) The employer that uses hazardous materials must provide a _____ for his employees.

a) sack lunch b) safe workplace
c) flexible schedule d) all of the above

3) The only person that can really keep you safe on the job is:

a) your employer b) the government
c) yourself d) your spouse

THE EMPLOYEE'S "RIGHT TO KNOW"
(Continued)

I have reviewed this exercise with my supervisor. I understand the contents of Module 1: The Employee's "Right to Know."

Employee _____ Date _____

I am satisfied that the employee, (named above) understands the contents of Module 1.

Supervisor _____ Date _____

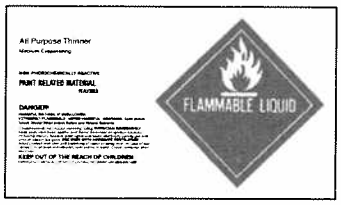
PRODUCT LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS)

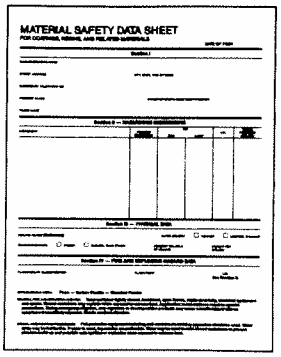
There is so much talk about hazardous materials today. But how can you tell what is hazardous and what isn't? This module deals with how and where to get the information about these materials, so that you can protect your health and safety on the job.

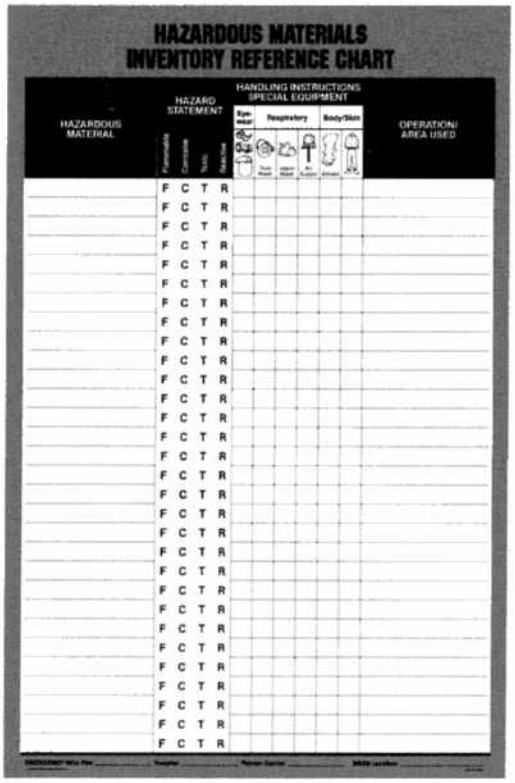
There are three different places you can find information about hazardous materials on the job:

- **The Hazardous Materials Inventory Reference Chart**
- **The container Warning Label**
- **The product Material Safety Data Sheet or MSDS**

Each source has very important information which you need.







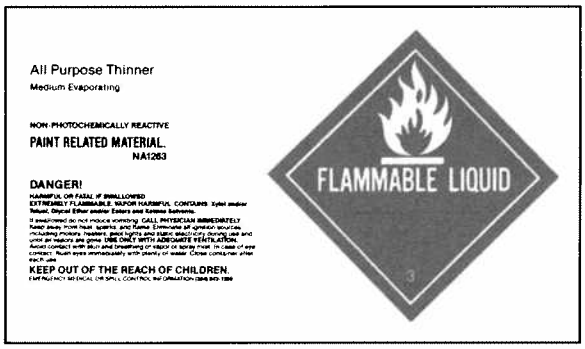
The Hazardous Materials Inventory Reference Chart

- It lists all hazardous materials used in your work area.
- It tells the area of the facility where the material is used.
- It describes the protective equipment required when using each material.
- It is filled in and completed by your supervisor.

Get to know the information on the Hazardous Materials Inventory Reference Chart. Read it regularly and know what hazardous materials you are using.

The Container Warning Label

- It appears on the container of the material you are using.
- It is the easiest way to find information about a material you are using.
- It is supplied by the manufacturer of the material.
- It is put there for one reason: **TO HELP PROTECT YOU!** So always read the label.



Each label lists the:

- chemical name
- hazard warnings
- manufacturer's name and address

There are different types of hazard warnings that appear on labels. The word CAUTION means this is the least hazardous type of material. A more hazardous material will have the word WARNING on the label. The word DANGER on a label means this container holds a very hazardous material.

Warning labels tell you certain information about a material in order to protect your health. A warning label may contain all or only some of the information categories that follow:

BASIC WARNINGS:

Keep away from flames: because it could catch fire or blow up.

Avoid skin contact: This material will harm you if it touches your skin.

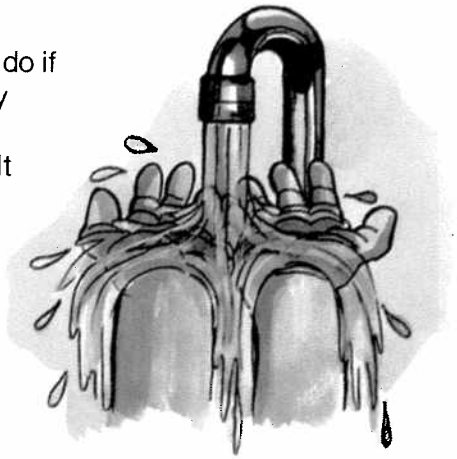
Avoid breathing vapors: Breathing the fumes of this material is harmful to your health.

FIRE:

This will tell you what type of fire extinguisher to use in case the material catches fire. Using the wrong type of extinguisher can spread the fire. Certain extinguishers contain water, some foam, and others carbon dioxide.

FIRST AID:

This will explain what to do if the material accidentally touches your skin, or if you breathe the fumes. It may tell you to flush (rinse) your eyes or skin with plenty of water. It may tell you to move to an area where you can breathe fresh air.

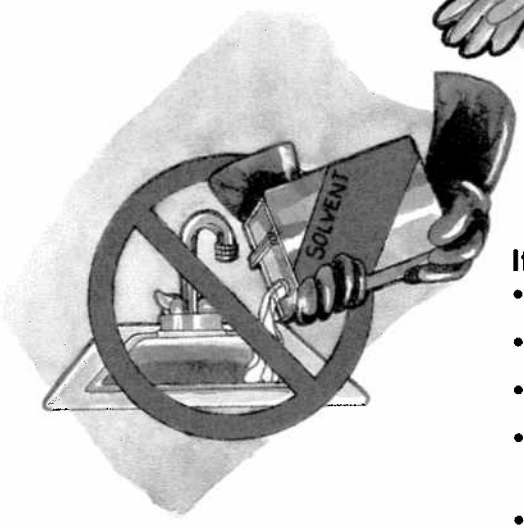


SPILLS:

This will tell you what to do if the material is accidentally spilled and what type of protective equipment you must wear when you clean it up.

HANDLING & STORAGE:

This lists the equipment you should wear when handling a hazardous material, such as gloves, safety goggles, or a specific type of respirator. Some materials may need to be stored with extra ventilation or away from other materials.



If a container doesn't have a label:

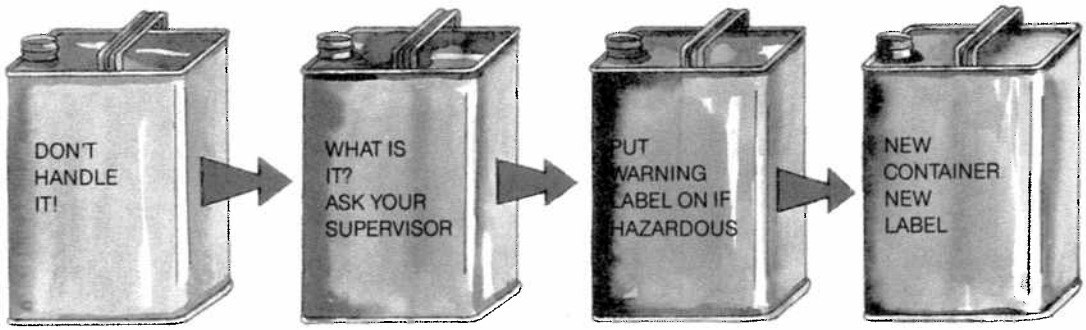
- Don't handle it.
- Find out what the material is from your supervisor.
- Place a warning label on the container if it is hazardous.
- If you must put a hazardous material into a new container, be sure to put a label on the new container.
- Replace torn or unreadable labels with new labels.

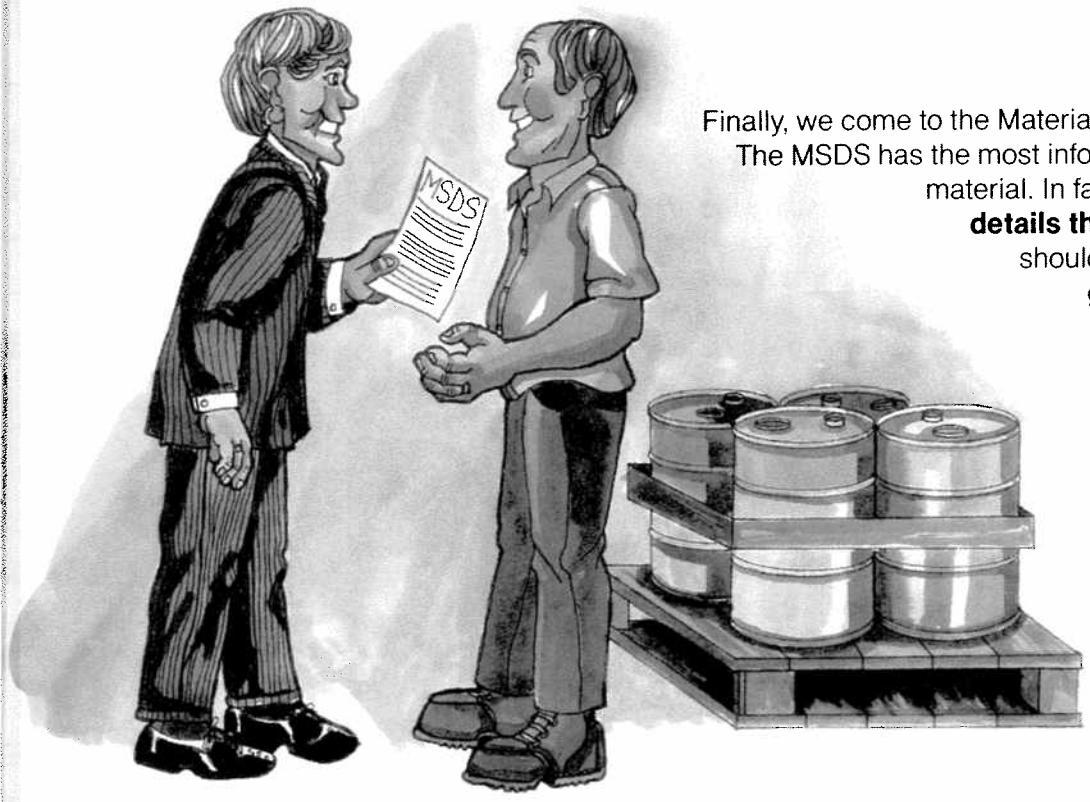
A label doesn't have room to tell you everything you should know about a material, but it is a good place to start.

Protect yourself **before** you handle any material — **READ THE LABEL FIRST!**

DISPOSAL:

This tells you where to dispose of the empty container and unused waste portions of the material.





Finally, we come to the Material Safety Data Sheet or MSDS. The MSDS has the most information about any hazardous material. In fact, **the MSDS gives you the details that don't fit on the label.** You should know who is responsible for giving you MSDS information:

The manufacturer of a hazardous material is required by law to supply a Material Safety Data Sheet with every hazardous material that company sells. The MSDS tells all the information the manufacturer knows about a material, and it tells how this material should be handled.

If your employer buys from a distributor, **the distributor** must see that warning labels and Material Safety Data Sheets are supplied with each hazardous material your employer buys.

Your employer is required to have an MSDS for every hazardous material you use.

The Material Safety Data Sheet for each hazardous material you will be using is located in your supervisor's MSDS binder.

The sample below shows what you can find out from reading a Material Safety Data Sheet.

HOW TO USE A MAT

CHEMICAL IDENTIFICATION:

This is usually the first section. It lists the chemical name and any trade name. It also lists the manufacturer's name, address, and emergency phone number.

HAZARDOUS INGREDIENTS:

This tells you what's in a chemical that can harm you. It gives you the permissible exposure limit (PEL) or the threshold limit value (TLV).

PHYSICAL DATA:

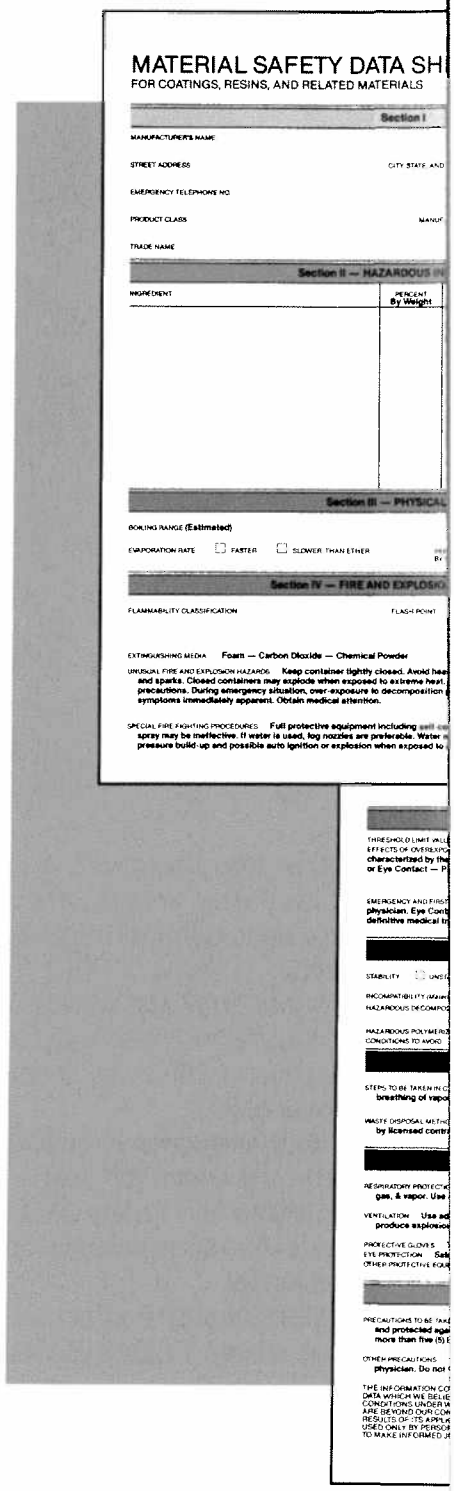
This describes what the material looks like, smells like, how fast it evaporates, and whether the vapors (fumes) rise or fall in the air.

FIRE AND EXPLOSION DATA:

This tells you at what temperature the material will catch fire or explode. It describes the type of extinguisher and protective equipment to wear if a fire starts.

HEALTH HAZARDS:

This tells how you might feel if you come into contact with a hazardous material; such as a skin rash, headache, or dizziness. It also tells you what to do in case of emergency, and what kind of first aid to use.


MATERIAL SAFETY DATA SH
FOR COATINGS, RESINS, AND RELATED MATERIALS

Section I

MANUFACTURER'S NAME

STREET ADDRESS

EMERGENCY TELEPHONE NO.

PRODUCT CLASS

TRADE NAME

Section II — HAZARDOUS

INGREDIENT

PERCENT By Weight

Section III — PHYSICAL

BOILING RANGE (Estimated)

EVAPORATION RATE ☐ FASTER ☐ SLOWER THAN ETHER

Section IV — FIRE AND EXPLOSIO

FLAMMABILITY CLASSIFICATION

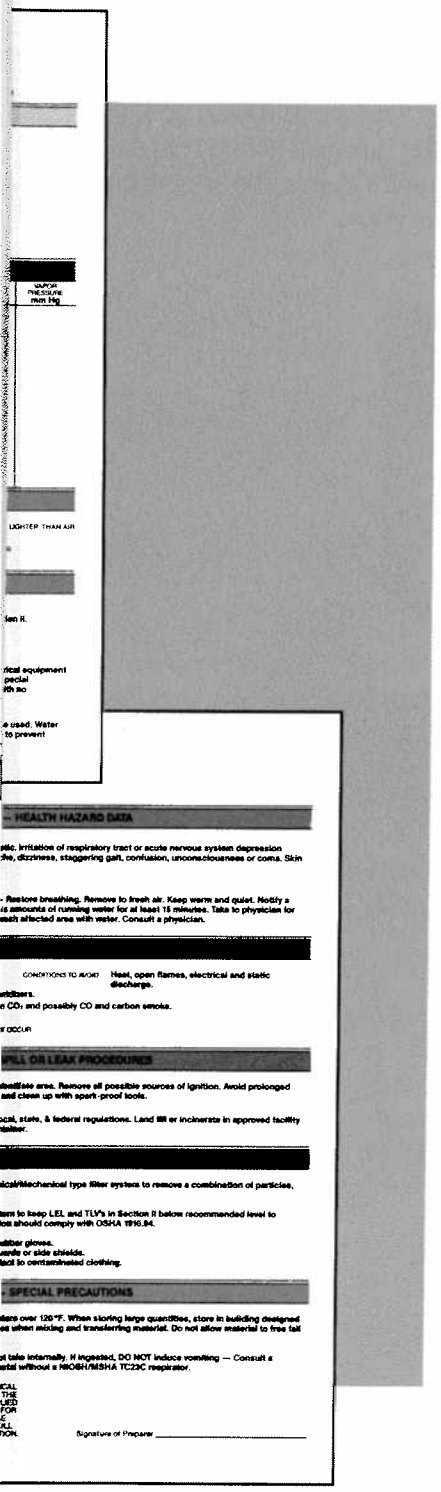
FLASH POINT

EXTINGUISHING MEDIA Foam — Carbon Dioxide — Chemical Powder

UNUSUAL FIRE AND EXPLOSION HAZARDS Keep container tightly closed. Avoid hea and sparks. Closed containers may explode when exposed to extreme heat. precautions. During emergency situation, over-exposure to decomposition symptoms immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES Full protective equipment including spray may be ineffective. If water is used, fog nozzles are preferable. Water pressure build-up and possible auto ignition or explosion when exposed to

SAFETY DATA SHEET



REACTIVITY DATA:

This tells you if the material reacts with other materials or conditions. It lists materials that, when mixed together, will burn or explode. It also tells you about certain conditions like heat or sunlight that may make a chemical unstable, and cause a dangerous reaction, such as fire or explosion.

SPILL OR LEAK PROCEDURES:

This tells you what to use to clean up a spill or a leak. It lists the protective equipment to use to protect yourself from the hazardous material you are cleaning up.

SPECIAL PROTECTION:

This lists the personal protective equipment needed to handle the material safely, such as goggles, a specific type of respirator, rubber gloves, or full coveralls to protect your entire body from exposure to a material.

SPECIAL PRECAUTIONS:

This tells you any other special instructions to follow when handling the material and gives you information not covered in other parts of the MSDS.

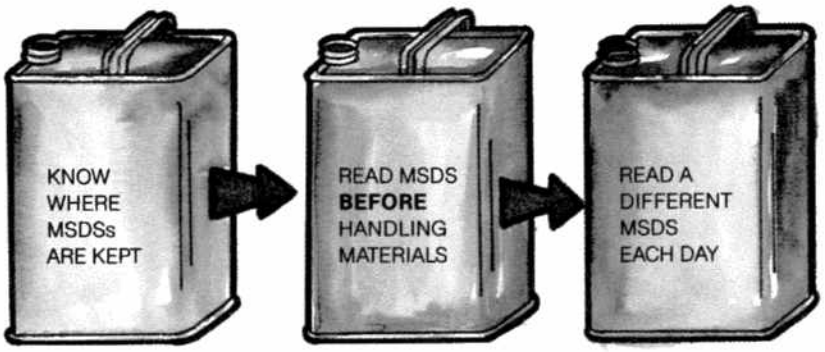
If you have any questions after reading an MSDS, ask your supervisor.

DON'T BE AFRAID TO ASK QUESTIONS

Keep asking until you understand. What you learn could save a life. Maybe your life.

Now that you know how to read an MSDS you're probably wondering how you're going to remember the information for every hazardous material you work with. Here are some tips that will help you:

- Know where the product MSDSs are kept.
- Read the product MSDS before working with each hazardous material.
- Read a different product MSDS each day. It only takes a few minutes, and it could save your life!
- When reading MSDSs you will notice that many of the hazardous materials you use should be handled in the same ways.



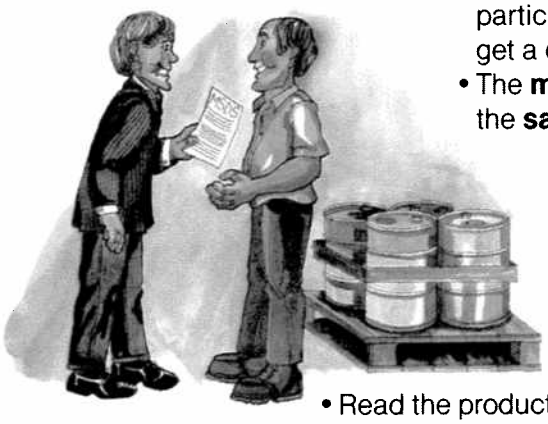
If you have any questions about what certain words mean in the MSDS, like flash point, percent volatile, or incompatibility, turn to the **MSDS Glossary**, located in your supervisor's MSDS Binder, or ask your supervisor.

Summary

The law requires that your employer give you all of the information you will need to handle a hazardous material safely. The information comes to you on **container labels** and **Material Safety Data Sheets.**

When using a hazardous material, remember:

- Always read the **container label** first.



- If your MSDS binder doesn't contain a particular MSDS, ask your supervisor to get a copy immediately.
- The **more you know**, the **safer you'll be!**

- Read the product **MSDS**.
- Don't be afraid to **ask questions** if you don't understand something.

PRODUCT LABELS AND MATERIAL SAFETY DATA SHEETS

Name: _____

Complete the following exercise for Module 2. You may refer back to the module if needed. After completing the exercise, review it with your supervisor.

Fill in the blanks

1) The Hazardous Materials _____ _____ Chart lists all the materials used in your facility.
2) MSDS is short for _____ _____ _____ _____
3) You should not use a material if the container doesn't have a W_____ label.

True or False — Mark T for True, F for False

_____ Container labels list *all* of the same information contained in an MSDS.

_____ If a container doesn't have a label it's safe to handle it if you can guess what it is.

_____ The MSDS gives you the hazardous material details that don't fit on the label.

_____ You should always read the container label before using a hazardous material.

Circle the best answer

1) If a container doesn't have a label you should:

   a) not handle it until you know what is inside
   b) find out what the material is from your employer
   c) place a label on the container if the contents are hazardous
   d) all of the above

2) Your employer is required to have an MSDS for:

   a) at least half of the hazardous materials you work with
   b) the majority of the hazardous materials you work with
   c) none of the materials you work with
   d) every hazardous material you work with

3) The product MSDS contains:

   a) chemical identification b) hazardous ingredients
   c) everything that is known about the particular material

PRODUCT LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS)

(Continued)

I have reviewed this exercise with my supervisor. I understand the contents of Module 2: Product Labels and Material Safety Data Sheets.

Employee _____ Date _____

I am satisfied that the employee, (named above) understands the contents of Module 2.

Supervisor _____ Date _____

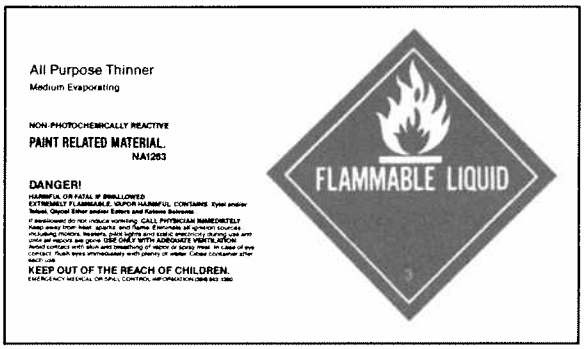
HANDLING HAZARDOUS MATERIALS

Almost every workplace contains at least one kind of hazardous material. Many workplaces use a large variety of materials that are considered hazardous. If used correctly, these materials can be very helpful. When handled carelessly, they can cause severe injury, illness or death. Getting to know the hazardous materials you work with and how to handle them is the subject of this module.

A HAZARDOUS MATERIAL is a material that could cause injury or death to a person, or could damage and pollute land, air or water.

So. . .how can you tell if a material is hazardous or not?

The easiest way is to first check the **"Hazardous Materials Inventory Reference Chart"** posted in your workplace. If you are still not sure about it, or if the material is not listed:



READ THE PRODUCT LABEL.

If the label lists any of the properties below, the material is considered hazardous:

FLAMMABLE — This means it will easily catch on fire or can explode.

CORROSIVE — This means the material is so strong it can dissolve metals, and it can burn skin and eyes.

REACTIVE — The material will become unstable (it will burn, explode, or give off toxic vapors) if it is mixed with air, water, heat, or other materials.

TOXIC — Will cause illness or death after being inhaled, or after it comes in contact with your skin.

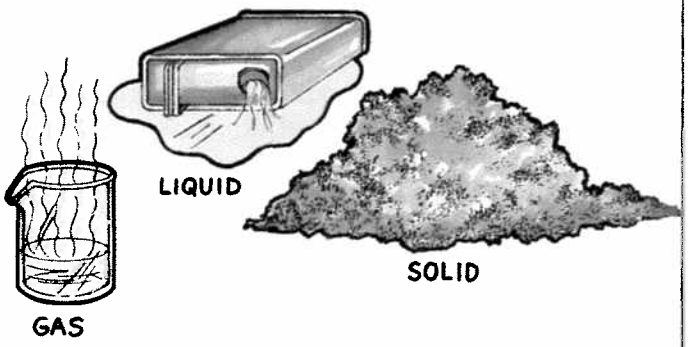
For more detailed information about a hazardous material, read the product Material Safety Data Sheet.

Note: Most manufacturers only prepare MSDSs for materials that are considered hazardous.

Hazardous materials can appear in different forms. The most common forms include:

- Liquids
- Solids
- Gases and vapors

In some cases, certain hazardous materials will change from one form to another, making the material even more hazardous. For example: When certain hazardous liquids begin to evaporate they can create highly explosive vapors. Make sure you understand which materials in your workplace are considered hazardous.



After you have identified the hazardous materials in your workplace, the next step is to protect yourself from them.

To protect yourself from hazardous materials you must use **"personal protective" equipment.** Your employer must pay for the cost of the protective equipment, and train you in its use. If you wish to use a different type of equipment than your employer has supplied for you, you may have to pay the difference in cost, if any.

There are different types of protective equipment, including:

LUNG/RESPIRATORY SYSTEM PROTECTION — several types of respirators.

EYE/EAR PROTECTION — glasses, goggles, face shields, ear plugs.

SKIN/BODY PROTECTION — gloves, safety shoes, protective suits, aprons, boots, head protection.

Look at the container label and the product MSDS under the "Special Information" section to find out what protection you need for the material you are using.

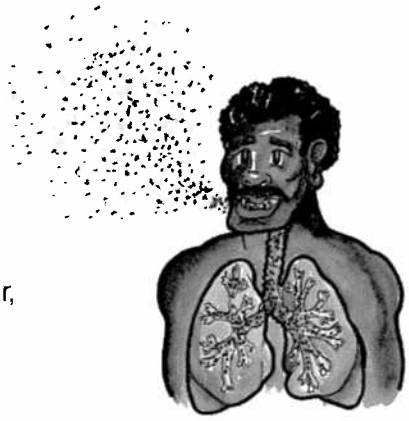
When should you use personal protective equipment?
ANY TIME YOU WORK WITH A "HAZARDOUS MATERIAL."

Don't take chances. . .even if you know that you will only be working with a material for a short time.

USE THE RECOMMENDED PROTECTION.

LUNG/RESPIRATORY PROTECTION

Sometimes you can't see or smell them, but certain dusts, vapors, fumes, and even germs in the air can be real hazards. When these materials float around in the air, they are called "airborne particles."



Many airborne particles can damage your lungs if inhaled (breathed in).

Breathing certain airborne particles repeatedly can severely damage your throat and lungs, and may lead to certain types of cancer.

Using the proper respirator can protect you from inhaling dangerous airborne material. Certain respirators provide a separate air supply in areas that don't have enough oxygen. Other respirators are designed to prevent contamination to environments that must be kept free from germs.

There are two basic types of respirators:

1) Air purifying or filtering respirators:

- This type is used when there is enough oxygen present (19.5%), but the oxygen contains hazardous gases, vapors, or dusts.
- Color coded replaceable cartridges are used with certain types. Be sure to use the right cartridge and replace it when breathing becomes difficult.
- Cloth or paper masks are also considered filtering type respirators, but are often referred to as nuisance masks. These masks should be renewed when beginning a new operation (daily) or when the mask becomes unsanitary.

2) Air supplying respirators:

- These are used when there is not enough oxygen for you to breathe.
- It is also used when the cloth, paper and cartridge type respirators are not effective.
- These respirators usually have a face mask with an air line or a portable air bottle like a scuba tank.

You must use the right kind of respirator designed for the hazardous material you are using. **Using the wrong respirator could KILL you.**

- Read the product label and MSDS to know which respirator to use.
- If you are still in doubt, ask your supervisor.
- In an emergency, if there is no one to ask, wear a full face air supplying respirator if one is available.
- Always use an approved respirator designed to protect against the material you are working with.

Before using any respirator, make sure you:
- Know how to use it.
- Inspect the respirator for cracks, tears, and holes that could let in contaminants (airborne particles or vapors).
- Check all connections and fittings.

And above all **YOU MUST GET A GOOD RESPIRATOR FIT.**

Beards, sideburns and glasses may prevent a good fit with certain types of respirators. Your supervisor can ask you to be clean shaven if a beard or sideburns don't allow your respirator to work properly. If the respirator doesn't fit tight on your face, contaminants could leak in. If your respirator just doesn't fit well, tell your supervisor, and don't use that respirator.

During use make sure:
- You change cartridges when breathing becomes difficult.
- You always know how much air you have left when using a separate air supply tank.
- If breathing becomes difficult, or if you can smell, taste or feel that a contaminant is leaking in, get out of the work area **fast**.

After use make sure:
- You inspect the respirator for any damage.
- You clean and disinfect the respirator.
- You store the respirator in an un-contaminated area, away from heat, cold, dust, and light.
- Dispose of cloth and paper type respirators properly after use. Many of these respirators are designed to be used only once.

EYE PROTECTION

You need different eye protection for different jobs:

- Certain jobs call for tinted goggles and helmets with special lenses that are designed to protect against intense light.
- In areas where there are flying particles, sparks, glare, or splashes of hazardous liquids you must wear safety glasses with side shields, or full face shields.
- If you normally wear glasses on the job, be sure to get a pair of prescription **industrial safety glasses.**

EAR PROTECTION

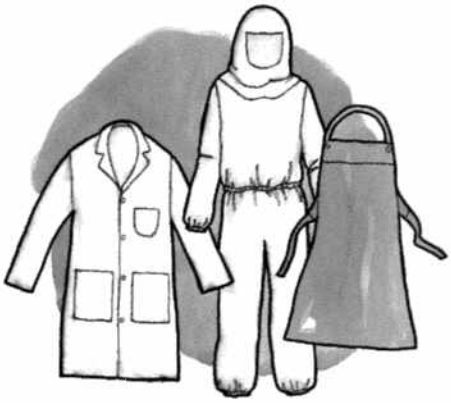
If you are around loud noises for a long time, permanent damage to your hearing can result. If the noise is so loud that you must raise your voice to talk with someone five feet away, you need ear protection:

- Use ear plugs or ear muffs that are properly fitted; one size does not fit everyone.
- Keep your ear protection clean by washing it in warm soapy water.
- Ear protection blocks out noise around you so you can hear the sounds you need to hear.

SKIN/BODY PROTECTION

You already know that your face, eyes, lungs, and hearing need protection, but what about your skin and the rest of your body?

- Safety shoes and boots will prevent serious foot injuries from heavy objects and hazardous liquids.
- There are special gloves for almost every job:
  - — for handling hazardous liquids
  - — for handling glass, plastic or metal
  - — for handling hot surfaces
- Proper protective suits and aprons protect your clothes, skin, and body from hazardous materials.



Summary

Handling hazardous materials doesn't have to be dangerous if you use the proper protective equipment and know about the materials you are handling.

To properly handle a hazardous material, you need to:

- know what the material is
- know the hazardous properties of the material

- know the correct personal protective equipment needed when working with a hazardous material by reading the container label and the product MSDS

- make sure that the protective equipment you are using fits you and that it works properly.

HANDLING HAZARDOUS MATERIALS

Name: _____

Complete the following exercise for Module 3. You may refer back to the module if needed. After completing the exercise, review it with your supervisor.

Fill in the blanks

1) A material that could cause injury or death to a person or that damages and pollutes land, air, or water, is a _____ material

2) A hazardous material is f_____ if it easily catches fire and can explode.

3) After you identify the hazardous materials in your workplace, the next step is to p_____ yourself from them.

True or False — Mark T for True, F for False

_____ You should use personal protective equipment any time you work with a hazardous material.

_____ The Hazardous Materials Inventory Reference Chart is one way of learning what hazardous materials are used in your workplace.

_____ When hazardous liquids evaporate they *never* create explosive vapors.

_____ If you are working with a hazardous material for only a short time, protective equipment is not needed.

Circle the best answer

1) Air purifying or filtering respirators should be used when

   a) enough oxygen is present
   b) not enough oxygen is present
   c) no cartridge is effective

2) *While using* an air purifying respirator, make sure:

   a) you change cartridges when breathing becomes difficult
   b) you inspect the respirator for damage
   c) continually adjust it to get a good fit
   d) you use cloth and paper masks even when they become unsanitary

3) *After use,* you should store a respirator in:

a) a hot area
b) a cold area
c) a contaminated area
d) an area away from a, b, or c

I have reviewed this exercise with my supervisor. I understand the contents of Module 3: Handling Hazardous Materials.

Employee _____ Date _____

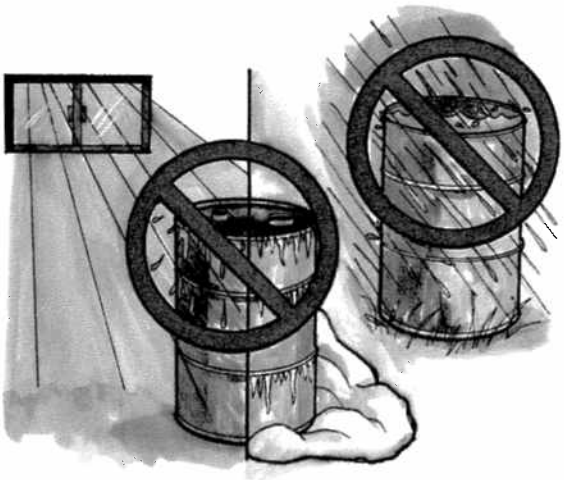
I am satisfied that the employee, (named above) understands the contents of Module 3.

Supervisor _____ Date _____

STORAGE AND MIXING OF HAZARDOUS MATERIALS

When you are finished using a hazardous material or when new supplies arrive, you must make sure the materials are stored correctly. This short module deals with storing and mixing hazardous materials.

Storage information can be found on the product label, on the product MSDS, and also by reviewing local fire codes.

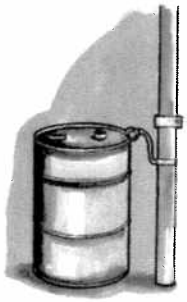


The information will tell you:

- What type of container to store the material in.
- If the container should be vented.
- If the container should be kept away from heat, cold, or wet.

The information will also tell you:

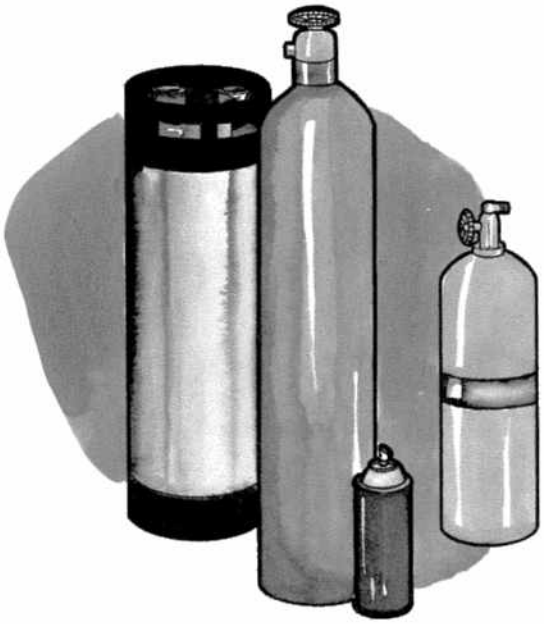
- If the material should be stored in a special building or closet. (Most flammables should be stored in metal closets.)
- Which material should not be stored in the same area due to reactive properties.
- If the container should be grounded to prevent static electricity build-up. This is done by simply attaching a ground wire to each container.



Before you store a hazardous material:

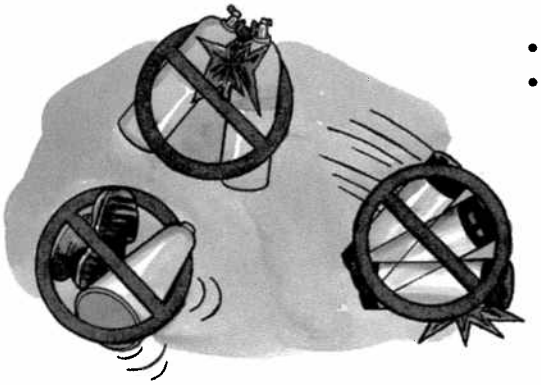
- Be sure the material is stored in an approved container.
- Be sure the container is tightly closed.
- Be sure the warning label is in place on the container.
- Inspect the container for leaks.

The contents of compressed gas cylinders and aerosol type containers are under very high pressures. Improper storage and handling of these types of containers can lead to serious injuries.

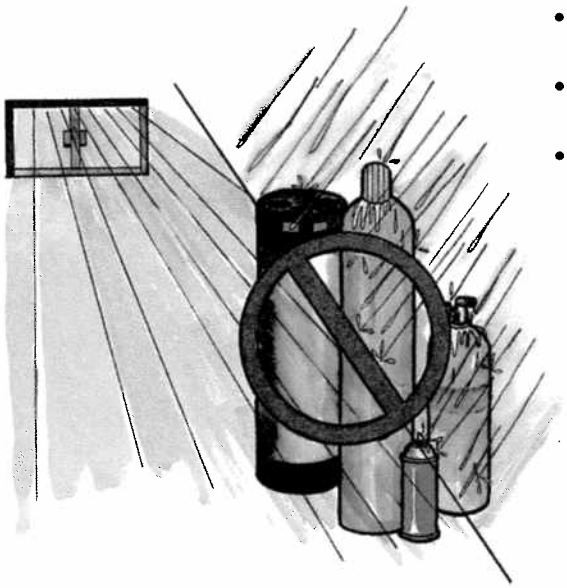


If your facility uses compressed gas cylinders:

- Secure these containers in an upright position at all times. They should never be stored lying down or leaning against anything where they can fall over.
- Use a handtruck and wear protective shoes when handling heavy cylinders.

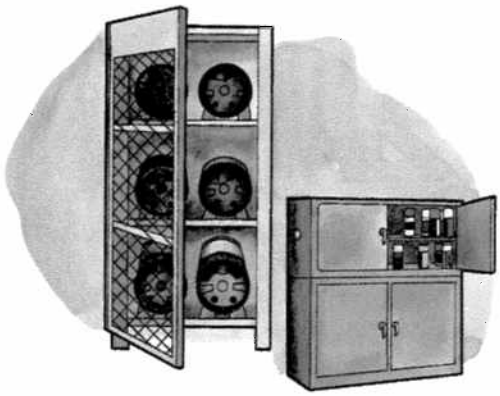


- **Don't** roll the cylinders.
- **Don't** drop or bang the cylinders together.



When using compressed gas cylinders or aerosol containers:

- Avoid situations that might puncture the cylinder or container.
- Do not store cylinders or aerosol containers near heat, water, or direct sunlight.
- Make sure these containers are stored in a cool dry area with the proper caps in place to prevent discharge.



Occasionally it may be necessary to mix two hazardous materials together.

Before you mix any hazardous material you need to:

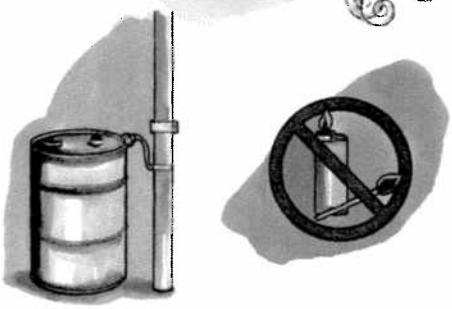
- **Be informed** about the material you are mixing.
- **Prepare yourself** and the area where you will mix the material.

Being informed means knowing what you are mixing:

- Read the container label and the manufacturer's instructions for mixing.
- Read the product MSDS and find out what you can and cannot mix with a certain material.

Next, prepare yourself and the mixing area:

- Find out what type of protective equipment you need to wear by reading the product MSDS **before** mixing.
- Know the acceptable exposure limits to the material.
- Make sure the mixing area is well ventilated (has a good supply of fresh air).
- Be sure there are no cigarettes, flames, or electrical wiring in the area that could cause the material to explode or catch fire.
- When transferring a hazardous material to another container, make sure large containers are properly grounded.



Above all, if you are not sure about mixing two materials together,

ASK YOUR SUPERVISOR!

Mixing the wrong materials together can cause chemical reactions that could lead to a fire or explosion.

Summary

It is very important to store hazardous materials properly and to take precautions when mixing different materials together.

Remember to:

- Be informed about the materials you are mixing.
- Prepare yourself and the area for mixing.

- Ask your supervisor if you have any questions.

When storing a hazardous material:

- Use an approved container.
- Store in an area according to the product label or MSDS.

STORAGE AND MIXING OF HAZARDOUS MATERIALS

Name: _____

Complete the following exercise for Module 4. You may refer back to the module if needed. After completing the exercise, review it with your supervisor.

Fill in the blanks

1) Storage information can be found on the product container

_____.

2) If you're not sure about mixing different materials you should ask your

_____.

3) When mixing hazardous materials you should anticipate

_____ reactions.

True or False — Mark T for True, F for False

_____ The area you store a material in is not important as long as the container is tightly sealed.

_____ Storage information can be found on the product label.

_____ When storing a hazardous material, warning labels are not needed if you will use the material within two weeks.

Circle the best answer

1) Storage information is:

a) found on the product label
b) found on the product MSDS
c) not necessary if the material is in a tightly sealed container
d) both a and b above

2) Certain materials must be stored away from:

a) heat b) cold c) water d) a, b, and c
e) fire extinguishers

TEAR ALONG DOTTED LINE

STORAGE AND MIXING OF HAZARDOUS MATERIALS

(Continued)

3) When storing compressed gas cylinders they should be secured in _____ position at all times.

a) a leaning b) a lying down c) an upright

I have reviewed this exercise with my supervisor. I understand the contents of Module 4: Storage and Mixing of Hazardous Materials.

Employee _____ Date _____

I am satisfied that the employee, (named above) understands the contents of Module 4.

Supervisor _____ Date _____

TEAR ALONG DOTTED LINE

CLEANUP OF SPILLS AND DISPOSAL

Cleanup of spills and proper disposal of a hazardous material is necessary to protect yourself and your community. Today, every state requires by law that you dispose of hazardous wastes in the proper way. This module covers the rules that concern disposal-and what you need to know to handle hazardous material spills.

In most cases, if an accidental spill occurs, you are the only one who can act quickly enough to prevent a disaster.

Most hazardous materials catch fire easily, and if spilled over a large area they begin to evaporate quickly. The vapors add to the fire hazard, and they also find their way into your throat and lungs, because you breathe these vapors.

If there is a spill, small or large, you must know what to do, and you must react quickly!

You must be prepared to handle a spill **before** it happens. To prepare yourself to handle spills, the product label and MSDS are the best places to start. While each MSDS gives you spill information, some product labels may not.

The spill section of the container label, or the MSDS will tell you:

- What to use to absorb or soak up the material.
- What personal protective equipment to wear to prevent exposure during cleanup.

No matter what the spilled material is, always:
TELL YOUR SUPERVISOR IMMEDIATELY!

If there is a spill in your work area, you must act quickly:
First, decide if the spill is large or small.

SMALL SPILL

- Try to stop the spill immediately.

Inform your supervisor. Your supervisor can review the product MSDS for instructions on how to deal with the spill.

- Have everyone leave the area at once and allow fresh air into the area.

- Use the recommended equipment so you don't breathe the vapors, or get any of the material on yourself.
- Remove anything that might cause the material to ignite, such as flames, cigarettes or electrical wiring.

- Use recommended absorbents, such as paper towels, rags or special absorbent materials; then put any leftover liquids in a clean, empty container.
- Put used absorbents in an air-tight metal container that is closed tightly and emptied daily.

LARGE SPILL

- Tell your supervisor to contact trained "cleanup" personnel immediately.
  - Warn your co-workers and anyone else to leave the area; then seal off the area by closing all the windows and doors.
- Get the product MSDS and be ready to give information to "cleanup" personnel.

You can keep spills from happening by keeping containers tightly closed and by transferring materials in small amounts. Before a spill happens make sure you

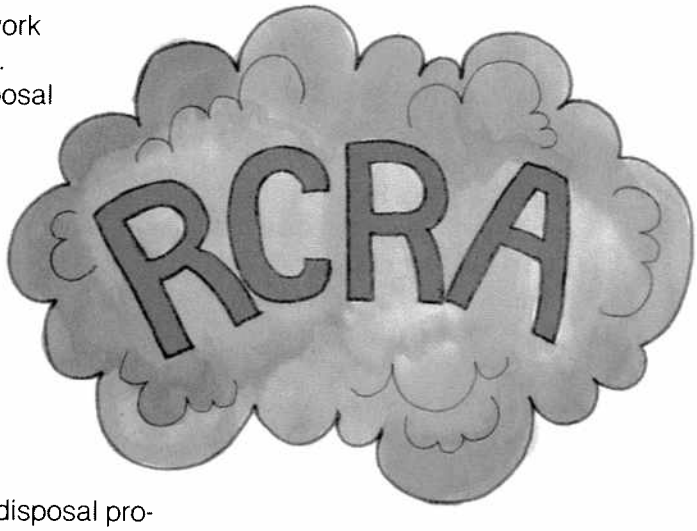
KNOW WHAT TO DO!

You need to **take special care when cleaning up fine dusts to prevent the dusts from becoming airborne.**

Use a special vacuum designed to pick up very fine particles. If your facility doesn't have a special vacuum designed to pick up fine particles, wet down particle areas with water and sweep up the residue.

Remember that once different types of dust residues become airborne, they can end up in your lungs.

Sooner or later, each of the hazardous materials you work with become hazardous wastes that you need to dispose of. There are new laws and regulations with strict rules for disposal of hazardous wastes.



The most important law that regulates hazardous waste is the **Resource Conservation and Recovery Act** (RCRA). Your employer knows the details of this new law. Basically, the law says that hazardous material users are responsible for those hazardous materials from the time they become a waste until they are properly disposed of.

Although you are not responsible for the whole waste-disposal process, you do play an important part in preparing the hazardous wastes you generate for disposal or recycling.

How do you know what to do with a hazardous waste material?

FIRST: Check the Material Safety Data Sheet (MSDS) for each material under "waste disposal method." Most MSDS say to dispose in accordance with local, state and federal regulations, and **not** to incinerate, or burn, in closed containers.

SECOND: Check with your supervisor to find out what the exact method is in your workplace for disposal of each hazardous waste.

THIRD: Follow the recommendations you have been given.

There are only two LEGAL ways to dispose of hazardous waste:

- **Recycle the hazardous waste generated in your workplace, then reuse the material.**
- **Have a licensed disposal contractor remove the hazardous waste to a treatment facility.**

This means it is **ILLEGAL** and there are stiff **PENALTIES** for:

- Throwing hazardous wastes into your trash dumpster.
- Dumping the wastes anywhere other than a licensed facility.
- Pouring wastes into drains—this means sinks, toilets, floor drains—or washing them into sewers.

Your employer should have separate containers for each different hazardous waste material generated and each container should have a label telling what is inside.

Your role in the waste-disposal process is to handle hazardous waste properly until it is ready to be recycled or disposed of.

You have certain responsibilities for handling hazardous wastes:

- Place wastes in the correct storage containers and make sure they are tightly sealed and not overfilled.
- Make sure you don't mix different hazardous wastes in the same storage container.
- Don't mix any materials you think might react together. If you have any doubt, ask your supervisor.
- Wear the proper personal protective equipment when handling a hazardous waste material.

Hazardous wastes can threaten you, your family, your neighbors, and your community. Please do your part to protect yourself and everyone around you from accidents that can happen when a hazardous waste is not handled properly.

Summary

To handle a hazardous material spill you must know what to do and you must act QUICKLY. **If there is a spill remember:**

- You must tell your supervisor immediately.
- Decide if the spill is small or large.
- Take the proper action for a large or small spill.

When a hazardous material becomes a "hazardous waste," make sure you:

- Don't mix different wastes in the same storage container.
- Place wastes in the correct storage containers.

- Wear proper protection when handling hazardous waste.

CLEANUP OF SPILLS AND DISPOSAL

Name: _____

Complete the following exercise for Module 5. You may refer back to the module if needed. After completing the exercise, review it with your supervisor.

Fill in the blanks

1) You must be prepared to handle a spill _____ it happens.

2) The product _____ and MSDS are the best places to start to prepare yourself to handle spills.

3) No matter what the spilled material is, notify your _____ immediately.

True or False — Mark T for True, F for False

_____ If a spill occurs in your work area it is *not* important to know if the spill is large or small.

_____ It is important to use the proper absorbents when cleaning up a spill.

_____ It is illegal to pour hazardous materials down a drain or to wash them into sewers.

_____ The Resource Conservation Recovery Act makes sure someone is responsible for hazardous waste from the time it is generated until it is disposed of.

Circle the best answer

1) To understand how to properly dispose of a hazardous waste:

   a) check the product MSDS b) check with your supervisor
   c) both a and b d) none of the above

2) There are really only _____ forms of waste disposal that are legal

   a) 3 b) 4 c) 2 d) none of the above

3) Disposal instructions can always be found:

   a) on the product label b) on the product MSDS
   c) by asking your supervisor d) both b and c

TEAR ALONG DOTTED LINE

CLEANUP OF SPILLS AND DISPOSAL
(Continued)

4) Your duties in the waste-disposal process include:

   a) placing wastes in proper storage containers
   b) mixing different wastes in the same storage container
   c) using protective equipment only when depositing large amounts of waste

I have reviewed this exercise with my supervisor. I understand the contents of Module 5: Cleanup of Spills and Disposal.

Employee _____ Date _____

I am satisfied that the employee, (named above) understands the contents of Module 5.

Supervisor _____ Date _____

TEAR ALONG DOTTED LINE

EXPOSURE AND FIRST AID PROCEDURES

Certain materials used in your workplace can be health hazards to you and your co-workers. This module explains how you can protect yourself from **exposure** to hazardous materials, and what to do if you or a co-worker become exposed.

EXPOSURE means that you have come into contact with a material.

Exposure to a material can happen in different ways, and the effects of exposure can be short-term or long-term.

- You will feel **short-term** effects immediately after exposure, or after only a few hours.
- **Long-term** effects show up months or even years later.

Although short-term effects may not worry you, the long-term effects caused by many exposures to a hazardous material can cause permanent damage to your health. If you experience headache, dizziness, confusion, or a very sick feeling after working with a hazardous material, you are probably feeling the short term effects of exposure.

How does exposure occur and what kind of problems does it cause?

EYE CONTACT . . . . . can lead to eye injury or blindness.
INHALATION . . . . . can cause damage to lungs, the respiratory system and the brain.
SKIN CONTACT . . . . . can cause burns, rashes and infection.
SWALLOWING . . . . . can cause internal organ damage and death.

Exposure to certain materials can cause lung, kidney and liver diseases, as well as cancers, sterility, and birth defects in unborn children. Nervous system and brain damage may be caused by materials that are inhaled or absorbed through the skin, then find their way into your bloodstream.

Without proper protection, exposure to a hazardous material can cause serious health problems. Even though your employer is responsible for your safety at work, **YOU** are really the only one who can protect your health and safety on the job. Here are ways you can prevent accidental exposure:

FIRST — KNOW THE MATERIAL YOU ARE HANDLING

If you don't know what is inside a container, don't handle it. (Never sniff the vapors from a container to figure out what's inside.)

If you know what is inside a container, make sure you know how the contents can harm you. Read the label and MSDS for the material.

SECOND — USE THE PROPER PERSONAL PROTECTIVE EQUIPMENT

Before using a hazardous material read the container label and the product MSDS. Each material has different protection requirements. Make sure you use the correct equipment and that the equipment fits you properly.

The protective equipment available in your workplace may include:

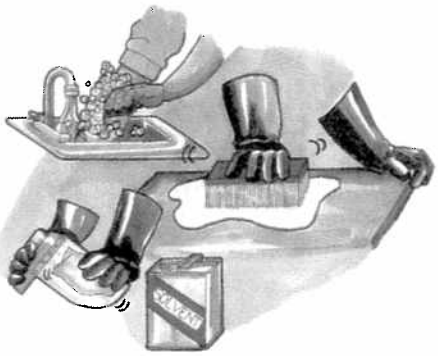
- safety glasses, face shields
- protective suits
- gloves
- respirators
- rubber boots, special shoes
- head protection

There are special instruments to measure exposure levels. Use them if your facility has them. If not, have a co-worker not working directly in your area monitor your area for the presence of strong odors.

Before use, inspect your protective equipment to make sure there are no tears, rips or other damaged parts. After use, make sure the equipment is cleaned and stored in the proper area, or disposed of correctly.

THIRD — FOLLOW THE PROPER CLEAN-UP PROCEDURES

Wash thoroughly after handling a hazardous material. Clean contaminated protective equipment after use. Keep the work area clean and free from build-up of hazardous material residue.

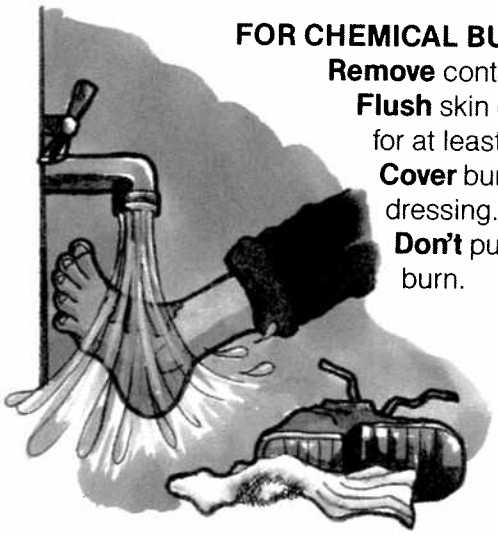


Before exposure occurs:

- Learn first-aid procedures and where supplies are kept. Your local Red Cross provides first-aid training free of charge. CPR training is also a good idea.
- Know the telephone numbers to call for medical help and poison information.

If exposure does occur, you must act **quickly**. In **all** cases, if you or a co-worker become exposed, tell your supervisor immediately so that individual can check the product MSDS and call for medical help if necessary.

In a medical emergency — BEFORE HELP ARRIVES:



FOR CHEMICAL BURNS

Remove contaminated clothing.
Flush skin or eyes with water, for at least 15 minutes.
Cover burn with sterile dressing.
Don't put ointments on the burn.

FOR LARGE HEAT BURNS

Cover areas with dry sterile bandage.
Keep victim quiet, head and chest slightly lower than rest of body. Burned arms or legs should be elevated slightly.
Treat for shock.

FOR SWALLOWED SUBSTANCES

See container label or MSDS for instructions.
Do or **do not** induce vomiting per instructions.
Call for a doctor immediately.

FOR INHALED SUBSTANCES

Move the victim to fresh air.
Begin artificial respiration if breathing has stopped.
Keep victim warm and quiet.

FOR SHOCK

Symptoms include: Cool, damp, pale skin; weak pulse, breathing which is quick and unsteady; weakness; nausea.

Treat causes of shock (blood loss, stopped breathing).
Keep victim lying down and covered, feet raised slightly; place on side if unconscious.

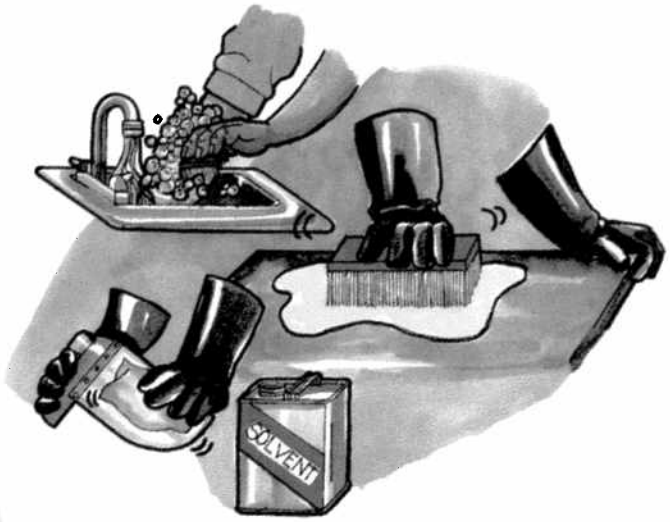
Summary

You can protect your health on the job. It is not only your employer's responsibility, it is **your** responsibility. Don't take chances by risking exposure to the hazardous materials you use each day to earn your living.

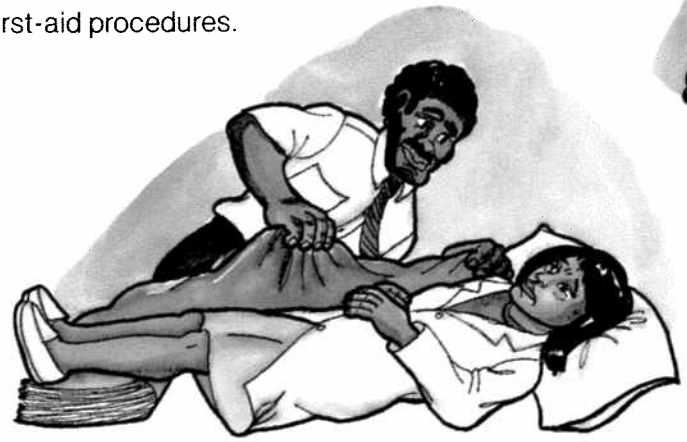
Remember to:

- Know what you're handling and the hazards involved.

- Use the proper personal protective equipment.



- Know first-aid procedures.



- Keep yourself and your work area clean.

EXPOSURE AND FIRST AID PROCEDURES

Name: _____

Complete the following exercise for Module 6. You may refer back to the module if needed. After completing the exercise, review it with your supervisor.

Fill in the blanks

1) Exposure means: You have to come into c_____ with a material.

2) Name 3 ways exposure can occur. 1)_____ Swallowing a material is one way.
2)_____
3)_____

3) Serious damage can take place inside your body if a chemical in a hazardous material gets into your b_____.

4) What organ does inhalation of hazardous material vapor effect?

_____

True or False — Mark T for True, F for False

_____ You don't have to know what is inside a container before you use it.

_____ You only need to use protective equipment when you want to.

_____ Protection requirements can be found on the container label and the product MSDS.

_____ Every material has the same protective equipment requirements.

Circle the best answer

1) Before using protective equipment you should inspect it for:

a) tears b) rips c) damaged parts d) all of the above

2) Which of the following really isn't personal protective equipment:

a) glasses or face shields b) rubber boots c) respirator
d) regular street clothing e) gloves

TEAR ALONG DOTTED LINE

EXPOSURE AND FIRST AID PROCEDURES
(Continued)

3) If you or a co-worker become exposed you should immediately tell:

   a) a doctor b) your supervisor c) the police d) your parents

4) If a chemical burn results from exposure to a hazardous material you should not:

   a) flush exposed skin with water
   b) cover the burn with sterile dressing
   c) flush eyes with water, if exposed
   d) put ointments on the burn

Match the Type of Exposure in the Left Column With the Correct First-Aid Procedure in the Right

A. Inhalation of vapor	_____	Tell supervisor. Read product label and MSDS. Do or do not induce vomiting. Get medical attention.
B. Chemical burn on skin	_____	Move victim to fresh air.
C. Swallowing a material	_____	Flush exposed area with water for at least 15 min.

I have reviewed this exercise with my supervisor. I understand the contents of Module 6: Exposure and First-Aid Procedures.

Employee _____ Date _____

I am satisfied that the employee, (named above) understands the contents of Module 6.

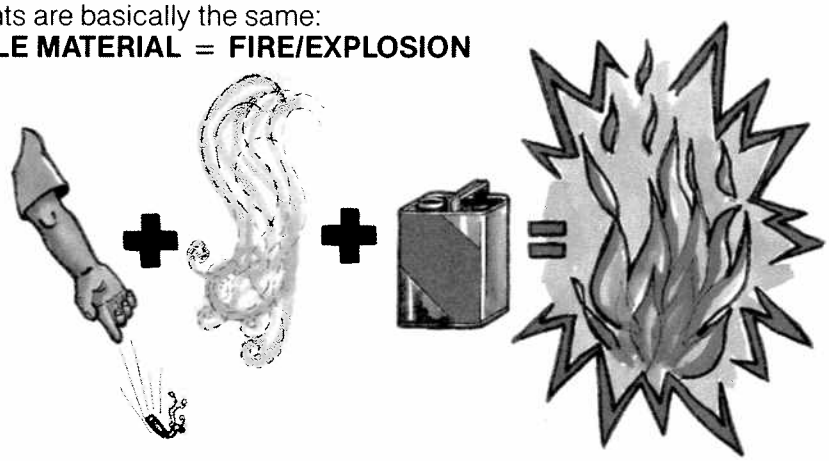
Supervisor _____ Date _____

TEAR ALONG DOTTED LINE

FIRE AND EXPLOSION

Fires and explosions are a risk in almost every workplace, but they are even more of a risk in facilities that use hazardous materials. Many hazardous materials burn easily and could explode. This module deals with the causes of fires and explosions; how to prevent them; and what you should know if either occurs.
know if either occurs.

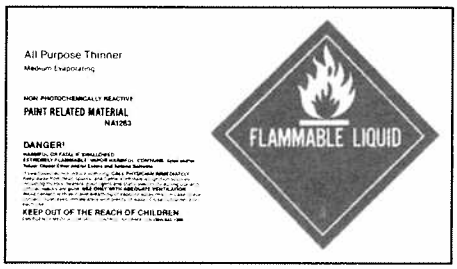
For a fire or an explosion to happen, the ingredients are basically the same:
SOURCE OF IGNITION + AIR + FLAMMABLE MATERIAL = FIRE/EXPLOSION



The difference between a fire and an explosion happening depends on:
- The FLAMMABLE material.
- The amount of material that comes in contact with an ignition source.

The first step in preventing a fire or explosion is to determine if the material you are using is FLAMMABLE.

FLAMMABLE MEANS: A material that can catch fire easily.



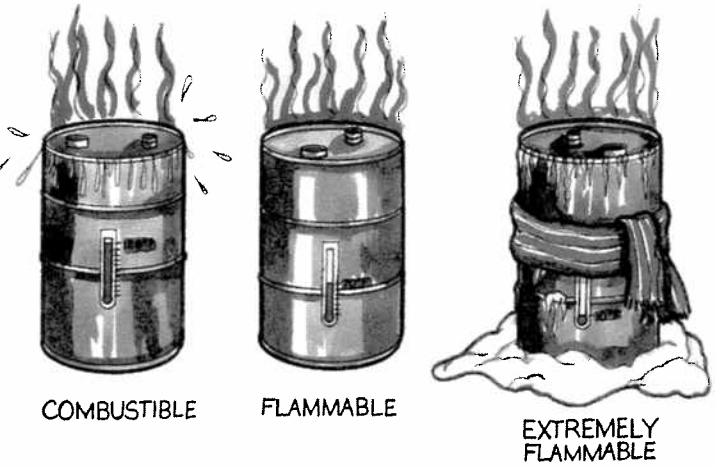
To find out if a material is FLAMMABLE, read:
- the container label (general information). Or read
- the "Fire and Explosion" data area on the product MSDS (detailed information).

The **"Fire and Explosion"** data area of the MSDS talks about the Flash Point of a material. The FLASH POINT is: The lowest temperature at which a flammable liquid gives off enough vapors to ignite (catch fire). The **LOWER** the **FLASH POINT**, the more **DANGEROUS** the material.

You should know that there are different levels of flammability. The level of flammability of a material depends on the flash point.

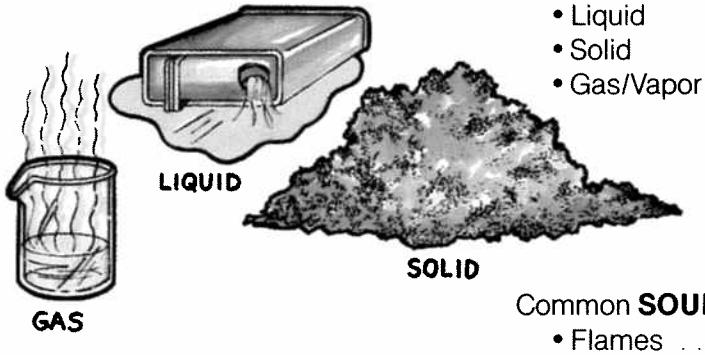
The Material Is:	**Flash Point**
"COMBUSTIBLE"	**100°F and Above**
"FLAMMABLE"	**20° — 100°F**
"EXTREMELY FLAMMABLE"	**20°F and Below**

So, if a product is labeled "EXTREMELY FLAMMABLE," that material will ignite more easily than a "FLAMMABLE" or "COMBUSTIBLE" material, and at a much lower temperature.



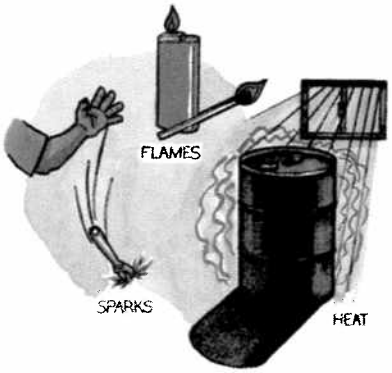
The **"Fire and Explosion"** data area of the MSDS also describes:
- The type of fire extinguisher to use on a material.
- Special care you should take when handling a material to prevent a fire or explosion.
- Special fire fighting methods.

You don't need to memorize the flash point of every material you work with. **You do** need to read the Product Material Safety Data Sheet to know if and when a material in your work area could catch fire or explode.



The **FLAMMABLE MATERIAL** in our formula can be in three forms:
- Liquid
- Solid
- Gas/Vapor

Common **SOURCES OF IGNITION** include:
- Flames . . . . . matches, pilot lights
- Sparks . . . . . lighted cigarettes, electrical equipment or static electricity.
- Heat (high temperature materials)
  . . . . . tools and equipment that stay hot after use
  . . . . . direct sunlight on a container



While all of the ingredients above can lead to fire, you should understand that if a material is flammable, under certain conditions, that material could explode.

FLAMMABLE LIQUIDS can explode during storage, transfer and disposal.
POOR VENTILATION can cause explosions when vapors build up in an area that doesn't have fresh air continuously circulating through it.
CHEMICAL REACTIONS can cause explosions when two materials are mixed together that should not be. The materials **react** with each other and cause an explosion.

Now that we know what the causes and ingredients are, let's look at the ways you can prevent fires and explosions from happening.

FIRE PREVENTION

- Identify materials when they arrive at your workplace. Is the material flammable? Will it react with other materials?

- Store large quantities outdoors or away from the regular work area until ready to use.
- Remove all ignition sources and activities from areas where flammable materials are used or stored.
- Inspect your workplace weekly and remove any hazardous material residue that builds up on floors, equipment or walls.
- Control vapors that build up in your facility by making sure there is good ventilation.
- Make sure large containers are properly grounded and sealed before transferring flammable liquids.
- Clean up spills immediately.

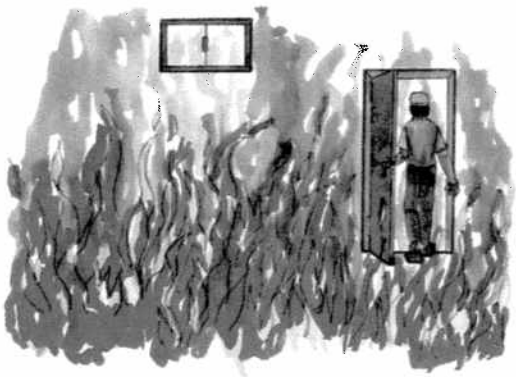
Usually, you won't have any warning before a fire or explosion occurs, so you must be prepared and know what to do before the situation occurs.

If a fire or explosion does happen:

- Tell your supervisor immediately and have him call the Fire Department.
- Evacuate the area—get everyone out.
- Determine if the fire is small enough for you to control.
- **If controllable,**
  - — Use the proper protective equipment.
  - — Use the proper kind of extinguisher to put the fire out.
- **If out of your control,**
  - — Close doors and windows to keep the fire from spreading to other areas.
  - — Wait for help to arrive.

NOTE: Many fire codes require fire resistant wall and door construction in buildings where hazardous materials are used or where hazardous operations take place. Closing these special doors and the windows when a fire becomes uncontrollable will actually prevent the fire from spreading in most cases.

The greatest causes of fire are flammable and explosive vapors.



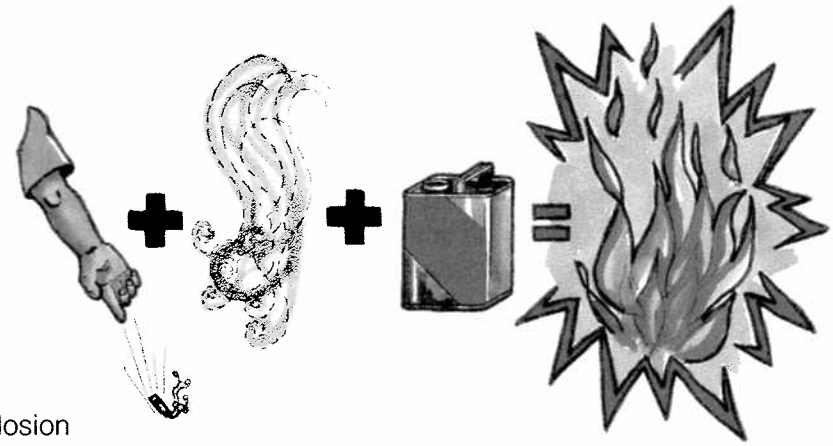
THE FIRST THING TO DO WHEN YOU DISCOVER A FIRE IS TO CALL YOUR LOCAL FIRE DEPARTMENT.

It's better to have a fire truck arrive after you have put the fire out than later when the fire is completely out of control.

Summary

To prevent a fire or explosion from happening, you need to know what could cause the hazardous materials in your workplace to catch fire or explode.

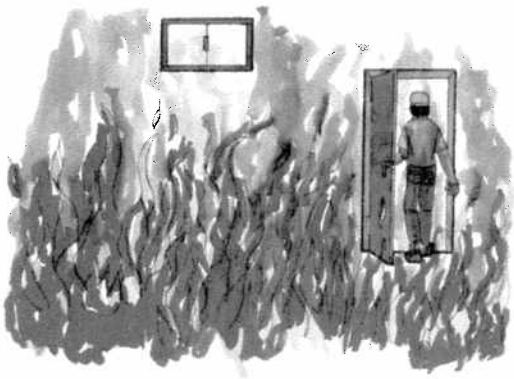
Remember the basic ingredients:
SOURCE OF IGNITION + AIR + FLAMMABLE MATERIAL = FIRE/EXPLOSION



When a fire or explosion does happen:
- Call the local Fire Department immediately.
- Figure out if the fire is small enough for you to control.

For a **CONTROLLABLE** fire:
- Use the proper protective equipment.
- Use the proper kind of extinguisher.

For an **UNCONTROLLABLE** fire:
- Keep the fire from spreading by closing all doors and windows.
- Wait for help to come.



FIRE AND EXPLOSION

Name: _____

Complete the following exercise for Module 7. You may refer back to the module if needed. After completing the exercise, review it with your supervisor.

Fill in the blanks

1) FLAMMABLE means: _____

2) The basic ingredients for a fire or explosion are:

SOURCE OF IGNITION + AIR + _____

3) To find out if a material is flammable, read the container label or the

product _____ _____ DS.

True or False — Mark T for True, F for False

_____ The FLASH POINT is the *maximum* temperature at which a flammable liquid gives off enough vapors to ignite.

_____ The lower the FLASH POINT, the more dangerous the material.

_____ You need to memorize the Flash Point of every material you work with.

_____ Liquids, solids, and vapors are forms of "FLAMMABLE" materials.

Circle the best answer

1) Liquids, vapors, and gases are different forms of a _____ material.

a) flammable b) corrosive
c) non-hazardous d) none of the above

2) Flames, sparks and tools or equipment that hold high temperatures are:

_____.

a) "COMBUSTIBLE" b) uncontrollable c) related to air
d) SOURCES OF IGNITION

TEAR ALONG DOTTED LINE

FIRE AND EXPLOSION
(Continued)

3) _____ can cause explosions.

a) tightly capped containers
b) poor ventilation and build-up of vapors
c) chemical reactions d) both b and c above

4) The first thing you should do when you discover a fire is:

a) use the proper protective equipment
b) use the nearest fire extinguisher
c) tell your supervisor to call the Fire Department
d) evacuate the area

I have reviewed this exercise with my supervisor. I understand the contents of Module 7: Fire and Explosion.

Employee _____ Date _____

I am satisfied that the employee, (named above) understands the contents of Module 7.

Supervisor _____ Date _____

TEAR ALONG DOTTED LINE

NOTES

safety-kleen

02-11-10-19-8800

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

Attached documents are also purchase

ASSIGNMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AERO MANUFACTURERS, INC. ("Aero") hereby sells and assigns to FLEETWOOD MACHINE PRODUCTS, INC. ("Fleetwood") the following assets owned by Aero and used in the operation of its prototype machine shop business being sold to Fleetwood as of the date hereof:

(a) All personal property taxes and supplies previously paid by Aero which are unused as of the date hereof or apply to periods subsequent to the date hereof, the amounts thereof being listed on Exhibit "A" attached hereto and incorporated herein by reference;

(b) The name "Aero Manufacturers, Inc.", all goodwill and all customer files and records.

DATED this 20th day of April, 1978.

AERO MANUFACTURERS, INC.

By _____
President

EXHIBIT "A"

Prepaid Expenses

Personal property taxes	$ <1,127.50>
Supplies	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AERO MANUFACTURERS, INC., an Arizona corporation ("Aero"), does hereby sell and transfer unto FLEETWOOD MACHINE PRODUCTS, INC., a California corporation ("Fleetwood"), its successors and assigns, the following-described assets used in or connected with the prototype machine shop business operated by Aero and being sold to Fleetwood as of the date hereof (the "Assets"):

(a) All furniture, furnishings, fixtures and equipment, including but not limited to those items listed in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Raw materials inventory assigned to given jobs.

(c) Work in process inventory. - Exhibit "B"

Aero hereby declares that it is the sole owner of the Assets and title thereto is free, clear and unencumbered. Aero covenants and agrees to warrant and defend the sale and transfer of the Assets against any and all claims made against them.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand the 20th day of April, 1978.

AERO MANUFACTURERS, INC.

By Robert W. Alexander
President

STATE OF ARIZONA)
: ss.:
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of April, 1978 by DOLAN W. ALEXANDER, as President of AERO MANUFACTURERS, INC., an Arizona corporation, on behalf of the corporation.

My commission expires:
March 20 1979

Eileen M. McCoy
Notary Public

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Grinders & Laps

1 - 40" Norton Lap
1 - Sunnen Hone
1 - 6 x 12 Boyer Schulz Grinder
1 - 6 x 12 Rockwell Grinder
1 - 11" Ribon I.D. - O.D. Grinder
1 - 7" - 3/4 Hp Grinder
1 - 12" - 3 Hp. Grinder

Saws

1 - Doall 10" cut off saw
1 - Wells 600 cut off saw
1 - Power Matic 20" vertical band saw
1 - Stone 20" abrasive saw

Jigbore

1 - Moore #3 jigbore
1 - Moore 11" Rotary Table

Electrical Discharge Machine

2 - Charmille D 1S

Drill Press

1 - 15" Duro Floor Model
1 - 15" Duro Bench Model
1 - Burgermeister 6 position turret

Sheet Metal Equipment

1 - Diacro Punch 4 ton
1 - Diacro Shear 2 foot
1 - Diacro Brake 2 foot
1 - Diacro Roll 3 foot
1 - Diacro Notcher #1
1 - Diacro Tube Bender #3
1 - Niagra 6' x 3/16 Shear
1 - Neuco 3' x 15 ton press brake
1 - 100 ton Hydraulic Press

EXHIBIT "A"

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Engine Lathes

2 - Graziano 28" Swing with Tracer
2 - Graziano 28" Swing
1 - Graziano 28" Swing with Hydraulic Tracer
2 - Moriseiki 17" Swing with Hydraulic Tracer
1 - Springfield 41" Swing with 11" Travel Hydraulic Tracer
1 - Homach 16" Swing
1 - South Bend 14" Swing

All lathes are equipped with Travel Dials

Chuckers & Turret Lathes

1 - Tsugami Chucker with Threader
1 - Clausing Turret Lathe 12" Swing
1 - Harding Second Operation Lathe

Vertical Mills

1 - Moog Tape Control Mill
1 - Brdgeport with Slotter
2 - Bridgeport Mills
2 - Bridgeport with Inch-Metric Digital Readout
2 - Bridgeport 3D Mills - Dual Head
1 - South Bend Mill
1 - Induma Mill
3 - 15" Rotary Tables
3 - 12" Rotary Tables
1 - 9" Rotary Table
1 - Vetcoa Thread Mill Attachment
4 - Indexing Heads
1 - Gorton 3D Model I - 22 Tracer Mill
1 - 11" Dividing Head
1 - Kuhlman Pantograph - 3 Dimensional

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Metal Spray Equipment

1 - Metco 5P Powder Gun
1 - 3K Wire Gun
1 - Pangborn Sandblaster
1 - Dayton Vapor Degreaser
1 - Complete Metco Accessory Package
1 - 20" Lathe for metal spray only

Welding Equipment

1 - 300 amp Heliarc Welder
1 - 200 amp Lincoln Arc Welder
1 - Acetylene Welding Set
1 - 12" Rotary Welding Table with foot control

Miscellaneous Equipment

1 - 65 C.F. M. Quincy Compressor
1 - 21 C.F.M. Compressor
1 - Harig Air Flow Fixture
1 - Glass Beading Machine
1 - Harig Step Tool Attachment
1 - Baldor Tool Grinder with Diamond Wheels
4 - Tappong Heads for Mills & Lathes
1 - Deburr Department with Air & Electric Hand Tools

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Inspection Equipment

1 - 3 x 3 Granite Plate - Certified
1 - 4 x 6 Granite Plate - Certified
1 - 2 x 3 Surface Plate
1 - 18" x 24" Surface Plate
1 - 10" Comparator
2 - 24" Verniers
2 - 36" Verniers
1 - 48" Vernier
1 - Inspection Gage Block Set - Certified
2 - Shop Gage Block Sets
22 - Sets Dial Bore Gages
2 - Sets Bench Centers
3 - 12" Height Gages
1 - 12" Starret Optical Height Gage
2 - 24" Height Gages
Micrometers to 42"

	INITIALS	DATE
PREPARED BY		
APPROVED BY		

Aero Manufacturing
Work in Process Inventory
4-20-77

	(1)	(2)	(3)	(4)
Work in Process	Mat'l			668799
	Labor	2,252.75 x 19.25		4336543
	Tree & Mat'l			
	Mat'l			31100
	Labor	274 x 19.25		527450
				5563892

EXHIBIT "B"

Aero Manufacturing
Work In Process

	Job#	Part No.	P.O. #	Qty to Ship	Unit Price	Total Price	FMP
1	9404	PAP 238741	542518	2	216000	436000	—
2	9403	PAP 238742	542528	2	205000	410000	—
3	9402	PAP 238743	542538	2	213100	426200	—
4	9491	897453-1	545298	6	24000	144000	11100
5	9490	894472-2	545308	6	24000	144000	—
6	9371	3001771-1	540238	3	256000	768000	100
7	9395	3001773-1	381308	29 (11)	43000	1247000	21242
8	9366	3002414-921	541458	29 (21)	9950	288550	13804
9	9281	3072825-1	1395797	3 (2)	367900	1103700	319653
10	9408	3101524-3	542318	3	121000	363000	—
11	9465	3101753-2	5188	1000 ~~500~~ (500)	360	180000	—
12	9066	3101991-1	511497	1 (1)	291000	291000	16450
13	9221	3102286-1	1378327	1 (5)	24400	24400	-0-
14	9386	3102495-1	540178	8	38500	308000	73600
15	9379	3102515-1	555436	6	220300	1321800	6800
16	9509	3168505		5	102000	510000	
17	9334	3233486-901	691008	50	36500	1825000	3900
18	9202	3426201-1	1377567	1	689000	689000	—
19	9472	3444174-1	437658	260	11500	2990000	—
20	9471	3444227-1	544958 + 544968	2	385000	770000	—
21	9483	3474002-1	461808	15 ~~20~~	1700	25500	—
22	9315	3482527-1	1266657	20	54000	1080000	93700
23	9467	3500439-1	695748	12	55800	669600	—
24	9508	3501400-1		5	169000	845000	—
25	~~9380~~	~~3551205-2~~	~~540528~~	~~1~~	~~195000~~		—
26	9474	3551578-1	544448	1	72000	72000	—
27	9353	3551746-1	552738	1	69000	69000	—
28	9354	3551747-1	552728	1	80500	80500	—
29	9355	3551748-1	552748	1	115000	115000	—
30	9456	3606280-1	555158	3	825000	2475000	35700
31	9504	3607332-1	559298	2	183400	366800	—
32	9475	3826045-1	559378	15	83200	1248000	41600
33	8974	3846064-2	430697	25 (7)	15800	395000	-0-
34	8928	3862055-1	532437	15 (5)	117600	1764000	3250
35	9332	4026036-2	335018	1	265000	265000	15800
36	9494	4046041-7	341868	2	114700	229400	—
37	9368	4046062-1	336598	2	108500	217000	4000
38	8802	3072029-4	500847	2	199000	398000	—
39							
40							

66799

Fmp to Buy	Material & Process Costs	Labor Hours	Labor @ $8.00/hr		Per Cent To Complete		
7300	—	73	584.00				
9725	—	97¼	778.00				
5400	—	54	432.00				
2525	114.00	25¼	202.00				
2900	—	29	232.00				
6100	100.00	61	488.00				
32575	293.00	770½	6164.00				
12450	238.00	320	2560.00				
26325	5499.00	514¼	4114.00				
10425	—	104½	836.00				
3250	—	106½	852.00				
850	329.00	213	1704.00				
—	30.00	166½	532.00				
150	736.00	1½	12.00				
29275	68.00	292¾	2342.00				
	—	—	—				
6700	39.00	67	536.00				
3025	—	30¼	242.00				
	—	—	—				
12925	—	129¼	1034.00				
	—	—	—				
33100	939.00	331	2648.00				
	—	—	—				
	—	—	—				
	—	—	—				
	—	—	—				
	—	—	—				
	—	—	—				
5800	337.00	58	464.00				
	—	—	—				
1300	446.00	13	104.00				
—	16.00	167½	1340.00				
650	491.00	412½	3300.00				
5550	158.00	55½	444.00				
—	—	—	—				
800	40.00	8	64.00				
12275	—	122¾	982.00				
225225	964.00	4123¾	32990.00				

Aero Manufacturing

Work In Process As Of April 19, 1978 (Time & Material)

	Job No	Part No.	P.O/P.R. No.	Qty. to Ship		Total Price
1	9502	PAP236645	024308/56211	1		
2	9503	PAP236646	024308/56219	1		
3	9501	893383-2	024018/57486	1		
4	9299	3001331-1	400012	1		
5	9244	3001333-1	1274997	1		
6	9458	3006117-1	558948	1	(1)	
7	9505	3101519-4	545578	12		
8	9500	3101526-1	024018/57485	6		
9	9498	3410027-1	024018/56204	1		
10	9454	3444004-1	024018/55302	1		
11	9464	3444011-5	024018/55815	1		
12	9452	3444155-4	024018/55797	1		
13	9453	3444205-1	024018/55798	1		
14	9497	3468031-1	024018/56205	1		
*15	~~9506~~	3551696		1		
*16	9507	3551697		1		
17	9400	3605287	024548/53690	6		
18	9425	3605601-1	559798	1		
19	9466	3607302-1	024018/55826	2		
20	9459	4026036-2	340372	1		
21	9479	4046062-1	341248	1		
22						
23						
24						
25						
26	Blanket P.Os for time & Material Jobs					
27			024018			
28			024308			
29			024408			
30			024548			
31			024608			
32			024628			
33			045548			
34						
35						
36						
37						
38						
39						
40						

Material	Labor Hours	Labor @ $8.00/hr		Per Cent To Complete		
	9½	76.00				
7200	39½	316.00				
	3	24.00				
	5	40.00				
	13½	108.00				
	19½	156.00				
	9½	76.00				
	7	56.00				
	3	24.00				
5100	27	216.00				
16000	95¾	766.00				
1900	19	152.00				
900	9¾	78.00				
	13	104.00				
31100	274.00	2192.00				

LAW OFFICES

HOCHMAN, SALKIN AND DEROY
A PROFESSIONAL CORPORATION
9100 WILSHIRE BOULEVARD
SEVENTH FLOOR-WEST TOWER
BEVERLY HILLS, CALIFORNIA 90212

BRUCE I. HOCHMAN
AVRAM SALKIN
GEORGE DeROY
ARTHUR P. GENERAUX, JR.
HARVEY D. TACK
MICHAEL W. FRYE
NORMAN H. McNEIL
STEPHEN V. WILSON
RICHARD H. GANNON
BARRY L. GUTERMAN

AREA CODE 213
273-1181
272-0561

April 10, 1978

Mr. Milwood Cooke
Fleetwood Machine Products, Inc.
11447 Van Owen Street
North Hollywood, California 91605

Dear Mr. Cooke:

Enclosed are forms necessary to cause Fleetwood to be qualified to do business in the State of Arizona along with resolutions adopting the Fleetwood transaction. Please sign and have Jerry Conrow sign on the enclosed forms where indicated and return them in the envelope provided. Also, please obtain the signatures of the three directors on the resolutions and return them for insertion into the minute book.

Very truly yours,

AVRAM SALKIN

AS:hn
Enclosures

ARIZONA CORPORATION COMMISSION

INCORPORATING DIVISION

2222 WEST ENCANTO BLVD., SUITE 210-D

PHOENIX, ARIZONA 85009

PLEASE ADVISE OF FISCAL DATE

PLEASE SEE REVERSE SIDE.

ERTIFICATE OF DISCLOSURE
A.R.S. 10-128

CHECK BOX "A" OR "B" WHICHEVER IS APPROPRIATE

THE UNDERSIGNED CERTIFY THAT:

No person serving either by election or appointment as officers, directors, trustees, incorporators and persons controlling, or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Have been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate.
2. Have been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraining of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate.
3. Have been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding the execution of this certificate, where such injunction, judgment, decree or permanent order:
   (a) Involved the viloation of fraud or registration provisions of the securities laws of that jurisdiction; or
   (b) Involved the violation of the consumer fraud laws of that jurisdiction; or
   (c) Involved the violation of the antitrust or restraint laws of trade laws of that jurisdiction.

The following persons serving either by election or appointment as officers, directors, trustees, incorporators and persons controlling, or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation, have been or are subject to one or more of the statements listed in items 1 through 3 above:

I. NAME(S) _____

II. THE FOLLOWING INFORMATION ON EACH PERSON LISTED MUST ACCOMPANY THIS REPORT.

1. Full name and prior names used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediately preceding 7 year period).
5. Date and location of birth.
6. Social security number.
7. The nature and description of each conviction or judicial action, the date and location, the court and public agency involved, and the file or cause number of the case.

DATED: April , 1978 EXACT CORPORATE NAME: FLEETWOOD MACHINE PRODUCTS, INC.

Under penalties of law, I declare that I have examined this certificate, including any attachments, and to the best of my knowledge and belief it is true, correct and complete.

BY: X Milwood W. Cooke
MILWOOD W. COOKE
TITLE: President

BY: X Jerry L. Conrow
JERRY L. CONROW
TITLE: Secretary

RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of FLEETWOOD MACHINE PRODUCTS, INC., do hereby adopt the following resolutions by unanimous written consent:

RESOLVED, that the president of this corporation is authorized to enter into that certain Agreement for Sale of Assets and For Non-Competition, whereby this corporation shall purchase from Aero Manufacturers, Inc. said corporation's furniture, furnishings, fixtures and equipment for $150,000, raw materials and work in process inventory at cost per formula, goodwill and customer files and records for $25,000, certain prepaid items at the pro rata amount and shall pay $190,000 for an Agreement Not To Compete, which $190,000 shall be paid at the rate of $3,167 per month.

FURTHER RESOLVED, that any officer of this corporation is authorized to purchase a letter of credit in the amount of $125,000 to decline at the rate of $25,000 per year, to secure the payment of the amount owing on the Agreement Not To Compete.

FURTHER RESOLVED, that the officers of this corporation are authorized and instructed to do such acts and take such steps as are necessary to fully and completely carry out the terms and provisions of said agreement and complete the transactions contemplated therein.

FURTHER RESOLVED, that any officer of this corporation is authorized to do such acts and take such steps as are necessary to enable this corporation to become qualified to do business in the State of Arizona.

DATED: April 8, 1978

Milwood W. Cooke
MILWOOD W. COOKE

WILLIAM L. COOKE

Jerry L. Conrow
JERRY L. CONROW

APPLICATION FOR AUTHORITY OF

FLEETWOOD MACHINE PRODUCTS, INC.
(EXACT CORPORATE NAME)

CORPORATION COMMISSION, STATE OF ARIZONA
2222 West Encanto Blvd., Suite 210-D, Phoenix, Arizona 85009

Pursuant to the provisions of Sections 10-110 and 10-111, Arizona Business Corporation Act, the undersigned corporation hereby applies for authority to transact business in your state, and for that purpose submits the following statement:

FIRST: The name of the corporation is FLEETWOOD MACHINE PRODUCTS, INC.
(EXACT CORPORATE NAME)

SECOND: If the name of the corporation does not contain the word "association" "bank", "corporation", "company", "incorporated", or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is _____.

THIRD: It is incorporated under the laws of California.

FOURTH: The date of its' incorporation is June 25, 1953 and the period of its' duration is perpetual.

FIFTH: The address of its' principal office in the jurisdiction under the laws of the state or country in which it is incorporated is:

11447 Van Owen Street, North Hollywood, California 91605.

SIXTH: The address of the proposed known place of business in Arizona is:

2902 East Washington, Phoenix, Arizona 85034.

and the name and address of the proposed statutory agent in Arizona is:

CT CORPORATION SYSTEM, 14 North 18th Avenue, Phoeniz, Ariz. 85007

SEVENTH: The corporation is organized for the purpose(s) of, and a brief statement of the character of the business which the corporation initially intends to conduct in Arizona is:

Manufacture, sale and distribution of machine shop products, which is also the business that the corporation intends to conduct in Arizona.

and the transaction of all lawful business for which corporations may be incorporated under the Arizona Business Corporation Act.

EIGHTH: The names and respective addresses of its' directors and officers are:

NAME	OFFICE	ADDRESS	DATE OF TAKING OFFICE
MILWOOD W. COOKE	President/Director	11447 Van Owen St. North Hollywood, CA	Prior to 1975
WILLIAM L. COOKE	V.P./Director	11447 Van Owen St. North Hollywood, CA	Prior to 1975
JERRY L. CONROW	Sec'ty/Director	23871 Madison Torrance, CA 90505	Prior to 1975

OVER

NINTH: The aggregate number of shares which it has authorized to issue itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of Shares	Class	Series	Par Value Per Share of Statement That Shares Are Without Par Value
250,000	Not Applicable	Not Applicable	$1.00 per share

TENTH: The aggregate number of its' issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of Shares	Class	Series	Par Value Per Share of Statement That Shares Are Without Par Value
	Not Applicable	Not Applicable	$1.00 per share

ELEVENTH: The amount of its' stated capital, as defined in the Arizona Business Corporation Act is $_____.

TWELFTH: This application is accompanied by a copy of its' Articles of Incorporation and all amendments thereto, duly authenticated by the proper officer of the State or Country under the laws of which it is incorporated.

DATED: April, 19 78.

BY: x Milwood W. Cooke
MILWOOD W. COOKE
TITLE: President

BY: x Jerry L. Conrow
JERRY L. CONROW
TITLE: Secretary

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this _____

day of April, 19 78, by MILWOOD W. COOKE and JERRY L. CONROW
(Name of Officer or Agent)

of FLEETWOOD MACHINE PRODUCTS, INC.
(Name of Corporation Acknowledging)

a(n) California corporation.
(State)

_____
(Signature of Person Taking Acknowledgment)

TITLE: _____

Filing fee: $50.00
Statutory Reference: A.R.S. 10-110, 10-111
ABCA Form No. 40-7/76
Submit original and one or more copies with the Corporation Commission.
Certificate of Disclosure

AGREEMENT FOR SALE OF ASSETS
AND FOR NON-COMPETITION

AERO MANUFACTURERS, INC., an Arizona corporation ("Seller"), DOLAN ALEXANDER ("Alexander"), FLEETWOOD MACHINE PRODUCTS, INC., a California corporation ("Fleetwood"), and MILWOOD COOKE ("Cooke") do hereby enter into this Agreement on this 3rd day of April, 1978.

In consideration of the covenants and agreements as herein contained, the parties do hereby agree as follows:

1. Purpose of Agreement. Seller operates a prototype machine shop located in Phoenix, Arizona, which manufactures machine parts according to customer's specifications and blueprints. Seller desires to sell and Fleetwood desires to purchase the business and assets of Seller as more specifically set forth in this Agreement.

2. Sale and Retention of Assets.

A. Seller agrees to sell and Fleetwood agrees to purchase the following assets of Seller which are used in the operation of Seller's business (the "Business Assets"):

(1) All furniture, furnishings, fixtures and equipment utilized by Seller in its prototype machine shop business including but not limited to those items listed in Exhibit A which is attached hereto and incorporated herein by reference for a total price of $150,000.00.

(2) Raw materials inventory assigned to given jobs, which shall be paid for at the invoice cost plus freight charges.

(3) Work in process inventory, which shall be paid at a price equal to the invoice cost of the raw materials plus freight charges, plus $19.25 per hour

M.C

for each hour of labor utilized prior to the closing in processing the raw materials.

(4) Fleetwood shall purchase Seller's prepaid expenses for supplies and personal property taxes at a price determined at Seller's book value in accordance with generally accepted accounting principles. At the closing, Fleetwood shall have the option to purchase new insurance or to assume Seller's insurance, in which latter case Fleetwood shall purchase Seller's prepaid expenses for insurance at a price to be determined at Seller's book value in accordance with generally accepted accounting principles.

(5) Seller's trade name, goodwill and all customer files and records for a total price of $25,000.00.

B. All finished goods, accounts receivable and cash of Seller's business as of the time of closing shall remain the property of Seller and are not to be transferred pursuant to this Agreement. Seller shall deliver to customers all finished goods on hand at the date of closing, and all accounts receivable and cash resulting therefrom shall be the property of Seller. If any customer pays Fleetwood the balance that is in fact owing to Seller, Fleetwood shall promptly transmit said sum to Seller. All payments received from customers shall apply against the invoice to which such payments relate. If any customer rejects goods that are shipped by Seller prior to the closing date, Fleetwood agrees to rework any such returned items. Seller agrees to pay to Fleetwood the sum of $19.25 per hour for each hour of labor necessary to rework such product. Fleetwood will furnish to Seller, upon request, a copy of the Inspection Report pertaining to such repair before payment is due. MWC

3. Liabilities and Bulk Sales Act.

A. In order to comply with the bulk transfer provisions of the Arizona Uniform Commercial Code, Seller agrees to prepare and deliver to Fleetwood a list of existing creditors of Seller, verified by an officer of Seller, and containing the names and business addresses of all creditors with amounts of indebtedness when known, and the names of all persons who are known to Seller to assert claims against it, even though such claims are disputed, in order that Fleetwood may notify such creditors of this transaction in the manner provided by the Arizona Uniform Commercial Code.

Fleetwood shall take such action and provide such notices as are required to comply with the bulk transfer provisions of the Arizona Uniform Commercial Code, including notice at least ten (10) days before closing, by registered mail to all persons shown on the list of creditors and to all other persons known to Fleetwood to hold or assert claims against Seller of such information as is required under the Arizona Uniform Commercial Code.

B. Seller and Alexander agree to indemnify and hold Fleetwood harmless from any and all liabilities, actual, contingent or otherwise, that relate to the operations of the business presently being carried on by Seller prior to the closing date.

C. Fleetwood agrees to assume the accrued vacation expenses of Seller's employees on hand as of the closing date pursuant to a schedule to be prepared and delivered by Seller and Alexander prior to the time of closing. The parties shall determine such accrued vacation expenses as of the date of closing, and Fleetwood shall receive credit against the purchase price of the assets being acquired for such accrued vacation expenses except for the first $2,000.00 thereof. MWC

4. Covenant Not to Compete. Alexander, as the President and sole shareholder of Seller, agrees not to engage in the business of the manufacture or sale of machine parts in the State of Arizona for a period of five (5) years following the closing date, in the capacity as an owner, partner, stockholder, officer, employee, consultant or otherwise. The terms "partner" and "stockholder" include any partnership or corporation in which Alexander has a direct or indirect equity interest except with respect to the ownership of less than one percent (1%) of the issued and outstanding shares of stock of a corporation whose shares are publicly traded. Seller shall cause its counsel to deliver to Fleetwood at the time of closing an opinion of such counsel to the effect that, subject to performance by Fleetwood and Fleetwood's continuing the business presently engaged in by Seller, such covenant not to compete is valid and binding on Seller and Alexander and that Fleetwood may obtain injunctive relief in the event of violation of such covenant.

In consideration for said covenant not to compete, Fleetwood shall pay to Alexander the sum of $190,000.00 at the rate of $3,167.00 per month payable as provided for in the Non-Negotiable Promissory Note attached hereto as Exhibit B and by this reference made a part hereof (the "Note"). Cooke and his wife shall personally guaranty payment of the Note by execution of a Guaranty in the form of Exhibit C, attached hereto and made a part hereof by reference. Payment of the Note shall be further secured by a Letter of Credit in the amount of $125,000.00 from a bank acceptable to Seller, and in a form acceptable to Seller, which Letter of Credit may be reduced in amount by $25,000.00 one year from the date of the Note, and a like amount each year thereafter, provided Fleetwood is not in default under the Note.

In the event Fleetwood defaults in its obligations under the Note, Alexander (but not Fleetwood or Cooke) shall be relieved of his non-competition obligations under this paragraph, but this shall not release Fleetwood or Cooke and his wife from their obligations under the Note and the Guaranty.

5. Representations and Warranties of Seller and Alexander. Seller and Alexander warrant and represent to Fleetwood:

A. Seller has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Arizona and has full power and authority (corporate and other) to own its property and conduct its business as it is being conducted and to consummate the transaction herein contemplated. Alexander is the sole owner of all of the outstanding stock of Seller.

B. Seller has by appropriate and all required corporate actions duly authorized the execution and delivery of this Agreement and the performance of all obligations required hereunder.

C. Seller has good and marketable title to all of the assets being sold hereunder and upon transfer and assignment of said assets to Fleetwood, Fleetwood shall hold such assets free of any liens, encumbrances or charges thereon, other than such liens, charges or encumbrances as may have been caused by the acts of Fleetwood.

D. Seller has no knowledge that would tend to indicate the probable loss of any key employees or customers of Seller's business by reason of the transactions contemplated by this Agreement, except as previously communicated in writing to Fleetwood.

E. This Agreement is valid and binding upon Seller and Alexander in accordance with its terms.

F. Except as disclosed in writing by Seller to Fleetwood prior to the execution of this Agreement, neither Seller nor Alexander have knowledge of any facts that would tend to indicate that a material loss will be incurred on any job contracted for by Seller and more than 50 % completed prior to

MW.E

the closing that will be performed by Buyer. This warranty and representation does not pertain to any loss resulting from any factors whatsoever occurring after the date of closing.

G. There is no suit, action or legal, administrative, arbitration or other proceeding or investigation pending or threatened against Seller.

H. No representation or warranty by Seller or Alexander contained in this Agreement and no statement contained in any certificate or instrument furnished or to be furnished by either of them pursuant hereto or in connection with the transactions contemplated hereby, to their knowledge, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements contained not misleading.

I. Attached hereto as Exhibit D and incorporated herein by reference is a true and complete schedule of all material contracts in which Seller is a party, all of which contracts are to be assigned to Fleetwood. Material contracts include but are not limited to all purchase orders to be performed after the cut-off date, all contracts having a duration of one year or more, all contracts relating to the supply of raw material other than raw materials ordered for a specific job, all labor contracts including medical plans, pension plans and other agreements relating to fringe benefits, and any contracts requiring Seller to furnish product to a given customer beyond existing orders.

J. Seller has no trademark or trade name other than the name "Aero Manufacturers". Seller agrees to discontinue the use of such name and, immediately following the closing, agrees to change its name to a name that does not include the name "Aero".

MWC

K. Neither Seller nor Alexander have knowledge of Seller's failure to comply with each and every federal, state

and local law, requirement and regulation or order applicable to Seller's business and to all laws and regulations relating to payroll taxes and workmen's compensation.

6. Warranties of Fleetwood and Cooke. Fleetwood and Cooke hereby represent and warrant as follows:

A. Fleetwood has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of California and has full power and authority (corporate or other) to own its property and conduct its business as it is being conducted and to consummate the transaction herein contained.

B. Fleetwood has by appropriate and all required corporate actions duly authorized the execution and delivery of this Agreement and the performance of all obligations required hereunder.

C. Fleetwood will prior to the closing qualify to do business in the State of Arizona.

7. Operations of Business Prior to Closing. Seller agrees that prior to the closing, it will:

A. Not transfer, assign or pledge any of the assets or property of the business being sold hereunder other than in the ordinary course of business.

B. Maintain all property sold hereunder in as good condition and repair as when inspected by Fleetwood.

C. Give to Fleetwood or its representatives access to the business books and records at such times as mutually agreed between Fleetwood and Seller.

D. Carry on its business in the ordinary course consistent with prior practices.

8. Closing. The closing of the transactions contemplated by this Agreement shall occur at the offices of Powers, Boutell & Kurn, 800 Security Building, 234 North Central Avenue, MWK

Phoenix, Arizona, on April 20, 1978, at 10:00 o'clock a.m., or at such other time and place as may be mutually agreeable to the parties.

9. Business Cutoff. The cutoff for purposes of operations of Seller's business will be the end of business on the day prior to the closing date (the "Cutoff Date"). Immediately thereafter, representatives of Fleetwood and Seller shall take and price the inventory as is provided for in Paragraph 2. All orders unfilled as of that time will be deemed to be orders to Fleetwood and no new orders will be filled by Seller subsequent to the Cutoff Date except to the extent that finished goods are on hand at that time and not sold hereunder. All expenses of the business shall be prorated as of the Cutoff Date, and payments from Buyer to Seller hereunder shall be adjusted accordingly. Such expenses shall include but not be limited to wages and salaries, insurance, utilities, alarm system, license fees and personal property taxes.

10. Obligations Not Assumed; Indemnification. It is agreed that Fleetwood is not to assume any liabilities or other obligations of Seller, except those specifically provided for herein. Seller and Alexander agree to indemnify and hold Fleetwood and Cooke harmless against and from all claims that may be asserted against Fleetwood and Cooke or the assets purchased hereunder by reason of any such liability or obligations of Seller or Alexander, or by reason of any use, sales, occupation, transaction or similar tax, arising from transactions of Seller or Alexander, including the transactions contemplated by this Agreement, effected prior to the closing date. If after the closing any creditor of Seller or Alexander shall assert any claim against Fleetwood, Cooke or the assets purchased hereunder, Fleetwood or Cooke shall give Seller and Alexander ten (10) days

MWC

written notice of the intention to pay such claim and, if Seller and Alexander do not within such ten (10) day period make arrangements with such creditor satisfactory to Fleetwood and Cooke under the terms of which such creditor agrees not to look to Fleetwood, Cooke or the assets purchased hereunder for the recovery of such claim then Fleetwood or Cooke may pay such claim, in which event the amount of such claim shall be payable by Seller and Alexander to Fleetwood or Cooke, as the case may be.

11. Additional Covenants.

A. If the transactions contemplated by this Agreement do not close for any reason, Fleetwood agrees that it shall maintain in confidence the financial records of Seller and the information contained therein.

B. For a period of ten (10) years after the closing, Fleetwood will make available to Seller and Alexander during normal business hours on reasonable notice such files and records relating to the business carried on by Seller prior to the closing as may be reasonably required by Seller or Alexander.

C. At the time of closing, the parties shall discuss whether or not Fleetwood desires the residual raw material. If so, Fleetwood shall make an offer to Seller which Seller may accept or reject. If the parties are unable to reach an agreement, such residual raw material inventory shall be retained by Seller and shall not be acquired by Fleetwood.

D. Any raw materials owned by customers that are held by Seller at the time of closing or which were purchased at customer's expense shall not be sold to Fleetwood and shall not be the basis of any portion of the purchase price.

E. Upon and after the Cutoff Date, all mail addressed to Alexander shall promptly be forwarded to Alexander; mail addressed to Seller may be opened by Fleetwood, but all MWC

payments on Seller's accounts receivable shall immediately be forwarded to Seller.

F. Each party shall pay its own expenses in connection with entering into and carrying out the terms and provisions of this Agreement.

G. All sales taxes payable with respect to the transactions contemplated by this Agreement shall be paid for by Seller.

H. Each of the parties agrees to execute and deliver any and all documents which may be deemed necessary or required in order to consummate the transactions contemplated by this Agreement and to carry out the intent and purpose of this Agreement.

I. Each of the parties represents and warrants to the other that they have not employed any brokers in connection with this transaction.

J. This Agreement embraces and includes the entire transaction between the parties hereto and there have been no representations, warranties, covenants or conditions, except for those specified herein. All warranties, covenants and representations made by the parties hereto shall survive the closing.

K. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs.

L. If either party brings an action for the interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party shall be entitled to its costs and fees incurred in connection with such litigation, including reasonable attorneys' fees.

12. <u>Conditions Precedent to Fleetwood's Obligations</u>. Fleetwood's obligations to complete the transactions contemplated

by this Agreement are subject to the following conditions precedent, any one or more of which may be waived by a document executed in writing by Fleetwood:

A. Seller shall have sold the real property utilized in conjunction with its business to Cooke at or prior to the closing.

B. Fleetwood shall have entered into an agreement with AirResearch in form and substance satisfactory to Fleetwood relating to Fleetwood's continuing to perform jobs for AirResearch consistent with the prior relationship between Seller and AirResearch.

C. Seller shall have performed all of the obligations to be performed by Seller at or prior to the closing.

D. All of the warranties made by Seller in this Agreement shall have been true when made and shall be true on and as of the closing date, and Alexander shall have delivered a certificate to that effect.

E. No event shall have occurred which had a material adverse effect on the assets or business of Seller.

F. Seller shall have delivered to Fleetwood its opinion of counsel to the effect that Fleetwood is not liable for any obligations of Seller not expressly assumed herein, that the agreement by Seller and Alexander not to compete as contained herein is valid and binding in accordance with its terms and that this Agreement was duly authorized and executed by Seller.

G. Seller shall have delivered to Fleetwood a certified copy of resolutions of its directors and shareholders authorizing the transactions contemplated by this Agreement.

13. Conditions Precedent to Obligations of Seller and Alexander. The obligations of Seller and Alexander to complete the transactions contemplated by this Agreement are subject to

MWC

the following conditions precedent, any one or more of which may be waived by a document in writing by Seller and Alexander:

A. Cooke shall have purchased the real property occupied by Seller at or prior to the closing date.

B. All of the warranties made by Fleetwood shall have been true and correct when made and shall be true and correct on and as of the closing date, and Cooke shall have delivered a certificate to that effect.

C. Fleetwood shall have performed all of its obligations to be performed pursuant to the terms and provisions of this Agreement.

14. Time of the Essence. In the event that any of the conditions precedent set forth in Paragraphs 12 and 13 hereof have not been performed or waived on or before the closing, either party may by written notice immediately terminate this Agreement. Time is hereby declared to be of the essence in this Agreement.

15. Notices and Demands. Any notices or demands required under the terms of this Agreement or permitted by law shall be in writing and may be personally delivered or mailed by certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

TO DOLAN ALEXANDER AND AERO MANUFACTURERS, INC.:

2902 East Washington
Phoenix, Arizona 85034
Attention: Dolan Alexander, President

TO MILWOOD COOKE AND FLEETWOOD MACHINE PRODUCTS, INC.:

1147 Van Owen Street
North Hollywood, California 91605
Attention: Milwood Cooke, President

or at such other places as the parties shall designate in writing. Any such notice shall be deemed completed upon mailing. mle

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

AERO MANUFACTURERS, INC.

By Dolan W. Alexander

Its President

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood Cooke

Its PRESIDENT

Dolan W. Alexander
DOLAN ALEXANDER

Milwood Cooke
MILWOOD COOKE

AIRESEARCH MANUFACTURING COMPANY OF ARIZONA
A DIVISION OF THE GARRETT CORPORATION
402 SOUTH 35TH STREET • P.O. BOX 5217 • PHOENIX, ARIZONA 85010
TELEPHONE (602) 267-3011

April 13, 1978

AERO MANUFACTURERS, INC.
2902 E. Washington
Phoenix, Arizona 85034

ATTENTION Mr. Dolan W. Alexander

Gentlemen:

We have your April 10th letter regarding the sale of Aero to Mr. M. W. Cooke of North Hollywood, Calif. Since the new owner, Mr. Cooke, is retaining all key Aero personnel, AiResearch will continue to recognize Aero as an approved supplier and Aero is to honor all quotes, purchase orders and all other commitments to AiResearch in effect at the time of sale which is scheduled for April 20, 1978.

Some time after the sale is completed, AiResearch Quality Assurance will perform a routine survey. However, if Aero's quality is equal to or better than your last survey, there should be no doubt that Aero will continue to be an approved supplier.

Very truly yours

R. E. Auker

R. E. AUKER
Purchasing Services

REA/dm
CC: M.W. Cooke
L. Marquis

CASHIER'S CHECK 300 185421

DATE

PAY TO THE ORDER OF * * * * * AERO MANUFACTURERS, INC. * * * * * $*150,000.00*

300 150

North Hollywood Regional Office
UNION BANK
12140 Victory Boulevard
North Hollywood, California 91606

90-1584
1222

AUTHORIZED SIGNATURE

FX-4 CBI Determined

CASHIER'S CHECK 300 185420

DATE

PAY TO THE ORDER OF * * * * * AERO MANUFACTURERS, INC. * * * * * $ *25,000.00*

300 25

North Hollywood Regional Office
UNION BANK
12140 Victory Boulevard
North Hollywood, California 91606

90-1584
1222

AUTHORIZED SIGNATURE

FX-4 CBI Determined

April 20, 1978

Mr. Dolan W. Alexander
2902 East Washington
Phoenix, Arizona

Dear Mr. Alexander:

We are delivering to you Union Bank Irrevocable Letter of Credit No. 128943 which must be drawn upon no later than April 19, 1979. We agree that prior to that date we will obtain a new Letter of Credit for an additional year in accordance with the terms of our Agreement, dated April 20, 1978, and will do so in each successive year, until the $190,000 Non-Negotiable Promissory Note secured by the Letter of Credit is paid in full.

If for any reason we are unable to obtain a new Letter of Credit prior to April 1 of a given year, or have not furnished satisfactory substituted collateral prior to that date, then you are not obligated to accept such April 1 payment and, if you so refuse to accept it, we will then be deemed to be in default in payment under the $190,000 Non-Negotiable Promissory Note and the Letter of Credit you are then holding may be drawn down in accordance with its terms. For purposes of this letter, "satisfactory substituted collateral" shall consist of United States government obligations, New York Stock Exchange listed bonds or New York Stock Exchange listed common stocks (valued at 90% of their then market price), equal to the amount of the new Letter of Credit to be received, or such other collateral accepted by you in your sole discretion.

Very truly yours,

FLEETWOOD MACHINE PRODUCTS, INC.

By Will Cooke

IRREVOCABLE LETTER OF CREDIT NO. 128943

UNION BANK

INTERNATIONAL BANKING DIVISION

☐ P. O. BOX 2649, SAN FRANCISCO, CALIFORNIA 94126, U.S.A.
☒ P. O. BOX 3100 TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90051, U.S.A. APRIL 19 1978

(CABLE ADDRESS: "UNIONBANK")
(TELEX 674512)

DOLAN ALEXANDER
2902 EAST WASHINGTON
PHOENIX, ARIZONA 85034

GENTLEMEN:

WE HEREBY AUTHORIZE YOU TO DRAW ON OURSELVES

FOR ACCOUNT OF FLEETWOOD MACHINE PRODUCTS, INC., 11447 VANOWEN STREET, NORTH HOLLYWOOD, CALIFORNIA 91605

UP TO THE AGGREGATE AMOUNT OF ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00) U. S. FUNDS

AVAILABLE BY YOUR DRAFT AT SIGHT

~~TO BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:~~

PAYABLE UPON RECEIPT OF A SIGNED AFFIDAVIT STATING THAT FLEETWOOD MACHINE PRODUCTS, INC., IS IN DEFAULT OF PAYMENT OF ITS MONTHLY OBLIGATIONS UNDER THAT CERTAIN NON-NEGOTIABLE PROMISSORY NOTE DATED APRIL 20, 1978, IN THE FACE AMOUNT OF $190,000.00 TO DOLAN ALEXANDER CALLING FOR MONTHLY PAYMENTS OF $3,167.00.

DRAFTS UNDER THIS CREDIT MUST BE MARKED "DRAWN UNDER UNION BANK, LOS ANGELES, CALIFORNIA CREDIT NO. ----128943---------- DATED ----APRIL 19, 1978--------" AND PRESENTED AT OUR OFFICE NOT LATER THAN APRIL NINETEENTH NINETEEN HUNDRED AND SEVENTY-NINE AT 3:00 P.M.

THIS LETTER OF CREDIT MUST ACCOMPANY DRAFT AND DOCUMENTS PRESENTED TO US FOR PAYMENT.

UNLESS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOM AND PRACTICE FOR DOCUMENTARY CREDITS (~~1962~~ 1974 REVISION) INTERNATIONAL CHAMBER OF COMMERCE ~~BROCHURE 222~~ PUBLICATION NO. 290

WE HEREBY UNDERTAKE THAT DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US.

Very truly yours

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

EH

UNION BANK 128943 00000 0 0 0 0 0 0 1 5

CERTIFICATE

MILWOOD W. COOKE does hereby certify:

1. He is the president of FLEETWOOD MACHINE PRODUCTS, INC., a California corporation.

2. He is familiar with the Agreement for Sale of Assets and For Non-Competition dated April 3, 1978 between AERO MANUFACTURERS, INC., an Arizona corporation, DOLAN ALEXANDER, FLEETWOOD MACHINE PRODUCTS, INC. and MILWOOD W. COOKE, hereafter referred to as the "Agreement".

3. All of the warranties made by FLEETWOOD MACHINE PRODUCTS, INC. in the Agreement were true and correct when made and are true and correct on and as of the date hereof.

4. FLEETWOOD MACHINE PRODUCTS, INC. has performed all of its obligations to be performed pursuant to the terms and provisions of the Agreement.

DATED: April 20, 1978

Milwood W. Cooke
MILWOOD W. COOKE

IRREVOCABLE LETTER OF CREDIT NO. 128943

UNION BANK

INTERNATIONAL BANKING DIVISION

☐ P. O. BOX 2649, SAN FRANCISCO, CALIFORNIA 94126, U.S.A.
☒ P. O. BOX 3100 TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90051, U.S.A. APRIL 19 1978

(CABLE ADDRESS: "UNIONBANK")
(TELEX 674512)

DOLAN ALEXANDER
2902 EAST WASHINGTON
PHOENIX, ARIZONA 85034

GENTLEMEN:

WE HEREBY AUTHORIZE YOU TO DRAW ON OURSELVES

FOR ACCOUNT OF FLEETWOOD MACHINE PRODUCTS, INC., 11447 VANOWEN STREET, NORTH HOLLYWOOD, CALIFORNIA 91605

UP TO THE AGGREGATE AMOUNT OF ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00) U. S. FUNDS

AVAILABLE BY YOUR DRAFT AT SIGHT

~~TO BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:~~

PAYABLE UPON RECEIPT OF A SIGNED AFFIDAVIT STATING THAT FLEETWOOD MACHINE PRODUCTS, INC., IS IN DEFAULT OF PAYMENT OF ITS MONTHLY OBLIGATIONS UNDER THAT CERTAIN NON-NEGOTIABLE PROMISSORY NOTE DATED APRIL 20, 1978, IN THE FACE AMOUNT OF $190,000.00 TO DOLAN ALEXANDER CALLING FOR MONTHLY PAYMENTS OF $3,167.00.

DRAFTS UNDER THIS CREDIT MUST BE MARKED "DRAWN UNDER UNION BANK, LOS ANGELES, CALIFORNIA CREDIT NO. ----128943---------- DATED ----APRIL 19, 1978-------- " AND PRESENTED AT OUR OFFICE NOT LATER THAN APRIL NINETEENTH NINETEEN HUNDRED AND SEVENTY-NINE AT 3:00 P.M.

THIS LETTER OF CREDIT MUST ACCOMPANY DRAFT AND DOCUMENTS PRESENTED TO US FOR PAYMENT.

UNLESS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOM AND PRACTICE FOR DOCUMENTARY CREDITS (~~1962~~ 1974 REVISION) INTERNATIONAL CHAMBER OF COMMERCE ~~BROCHURE 222~~ PUBLICATION NO. 290"

WE HEREBY UNDERTAKE THAT DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US.

Very truly yours

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

EH

UNION BANK 1978 APR 19 PM 3:00

RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of FLEETWOOD MACHINE PRODUCTS, INC., do hereby adopt the following resolutions by unanimous written consent:

RESOLVED, that the president of this corporation is authorized to enter into that certain Agreement for Sale of Assets and For Non-Competition, whereby this corporation shall purchase from Aero Manufacturers, Inc. said corporation's furniture, furnishings, fixtures and equipment for $150,000, raw materials and work in process inventory at cost per formula, goodwill and customer files and records for $25,000, certain prepaid items at the pro rata amount and shall pay $190,000 for an Agreement Not To Compete, which $190,000 shall be paid at the rate of $3,167 per month.

FURTHER RESOLVED, that any officer of this corporation is authorized to purchase a letter of credit in the amount of $125,000 to decline at the rate of $25,000 per year, to secure the payment of the amount owing on the Agreement Not To Compete.

FURTHER RESOLVED, that the officers of this corporation are authorized and instructed to do such acts and take such steps as are necessary to fully and completely carry out the terms and provisions of said agreement and complete the transactions contemplated therein.

FURTHER RESOLVED, that any officer of this corporation is authorized to do such acts and take such steps as are necessary to enable this corporation to become qualified to do business in the State of Arizona.

DATED: April 3, 1978

Milwood W. Cooke
MILWOOD W. COOKE

William L. Cooke
WILLIAM L. COOKE

Jerry L. Conrow
JERRY L. CONROW

NOTICE TO CREDITORS

OF AERO MANUFACTURERS, INC.

PLEASE BE ADVISED that a bulk transfer is about to be made from AERO MANUFACTURERS, INC. to FLEETWOOD MACHINE PRODUCTS, INC.

YOU ARE FURTHER ADVISED as follows:

1. The transferor is AERO MANUFACTURERS, INC., 2902 East Washington, Phoenix, Arizona 85034.

2. The name and addresses of the transferees are FLEETWOOD MACHINE PRODUCTS, INC., MILWOOD COOKE, and MILDRED COOKE, 11447 Van Owen Street, North Hollywood, California 91605.

3. None of the foregoing persons or entities have used any other business names or business addresses within the past three years to the best knowledge of MILWOOD COOKE, MILDRED COOKE and FLEETWOOD MACHINE PRODUCTS, INC.

4. AERO MANUFACTURERS, INC. has agreed to pay all of its debts as they fall due. All bills should be sent to AERO MANUFACTURERS, INC., 2902 East Washington, Phoenix, Arizona 85034.

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood W. Cooke
MILWOOD COOKE, President

Milwood W. Cooke
MILWOOD COOKE

MILDRED COOKE

PROOF OF SERVICE BY MAIL

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

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to the within matter; my business address is 9100 Wilshire Boulevard, West Tower - Seventh Floor, Beverly Hills, California. On April 7, 1978, I served the within NOTICE TO CREDITORS OF AERO MANUFACTURERS, INC., by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Beverly Hills, California, addressed as follows:

Attached hereto as EXHIBIT A
and incorporated herein by reference.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 7, 1978, at Beverly Hills, California.

Helen H. Nakama

Helen H. Nakama

A B C Secretarial
3402 East McDowell
Phoenix, Arizona 85008

A & B Tools
3311 East Washington Street
Phoenix, Arizona 85034

Anocad Plating
2540 West Cypress
Phoenix, Arizona 85009

Certified Inspection
21 South 41st Street
Phoenix, Arizona 85034

Consolidated Welding Supply
751 Grand Avenue
Phoenix, Arizona 85007

DiEugenio Tool Center
P. O. Box 563
Phoenix, Arizona 85001

Fisher Heat Treating
P. O. Box 6504
Phoenix, Arizona 85005

Marc Metal Tool Supply
2245 East Washington Street
Phoenix, Arizona 85034

Tube Sales
P. O. Box 80066
Worldway Postal Center
Los Angeles, California 90080

Ultra Precision Deburring Co.
4224 South 37th Street
Phoenix, Arizona 85040

Universal Waste Control
P. O. Box 6121
Phoenix, Arizona 85005

Wayne Welding Supply
2615 South 40th Street
Phoenix, Arizona 85034

Lincoln National life Insurance
Fort Wayne, Indiana 46801

Valley National Bank
28th and Van Buren Branch
Phoenix, Arizona 85034

Arizona Title and Trust
P. O. Box 3915
Phoenix, Arizona 85030

Mrs. Lela DeRemer
FX-6 Personal Privacy

State Compensation Fund
P. O. Box 6968
Phoenix, Arizona 85005

RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of FLEETWOOD MACHINE PRODUCTS, INC., do hereby adopt the following resolutions by unanimous written consent:

RESOLVED, that the president of this corporation is authorized to enter into that certain Agreement for Sale of Assets and For Non-Competition, whereby this corporation shall purchase from Aero Manufacturers, Inc. said corporation's furniture, furnishings, fixtures and equipment for $150,000, raw materials and work in process inventory at cost per formula, goodwill and customer files and records for $25,000, certain prepaid items at the pro rata amount and shall pay $190,000 for an Agreement Not To Compete, which $190,000 shall be paid at the rate of $3,167 per month.

FURTHER RESOLVED, that any officer of this corporation is authorized to purchase a letter of credit in the amount of $125,000 to decline at the rate of $25,000 per year, to secure the payment of the amount owing on the Agreement Not To Compete.

FURTHER RESOLVED, that the officers of this corporation are authorized and instructed to do such acts and take such steps as are necessary to fully and completely carry out the terms and provisions of said agreement and complete the transactions contemplated therein.

FURTHER RESOLVED, that any officer of this corporation is authorized to do such acts and take such steps as are necessary to enable this corporation to become qualified to do business in the State of Arizona.

DATED: April 8, 1978

Milwood W. Cooke
MILWOOD W. COOKE

William L. Cooke
WILLIAM L. COOKE

Jerry L. Conrow
JERRY L. CONROW

ASSIGNMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AERO MANUFACTURERS, INC. ("Aero") hereby sells and assigns to FLEETWOOD MACHINE PRODUCTS, INC. ("Fleetwood") all of its right, title and interest in and to the contracts listed on Exhibit "A" attached hereto and incorporated herein by reference.

DATED this 20th day of April, 1978.

AERO MANUFACTURERS, INC.

By _____
President

Aero Manufacturin

Work In Process

	Job#	Part No.	P.O. #
1	9404	PAP 238741	542518
2	9403	PAP 238742	542528
3	9402	PAP 238743	542538
4	9491	897453-1	545298
5	9490	894472-2	545308
6	9371	3001771-1	540238
7	9335	3001773-1	381308
8	9366	3002414-921	541458
9	9281	3072825-1	1395797
10	9408	3101524-3	542318
11	9465	3101753-2	5188
12	9066	3101991-1	511497
13	9221	3102286-1	1378327
14	9386	3102495-1	540178
15	9379	3102515-1	555436
16	9509	3168505	
17	9334	3233486-901	691008
18	9202	3426201-1	1377567
19	9472	3444174-1	437658
20	9471	3444227-1	544958 + 544968
21	9483	3474002-1	461808
22	9315	3482527-1	126657
23	9467	3500439-1	695748
24	9508	3501400-1	
25	~~9380~~	~~3551205-2~~	~~540528~~
26	9474	3551578-1	544448
27	9353	3551746-1	552738
28	9354	3551747-1	552728
29	9355	3551748-1	552748
30	9456	3606280-1	555158
31	9504	3607332-1	559298
32	9475	3826045-1	559378
33	8974	3846064-2	430697
34	8928	3862055-1	532437
35	9332	4026036-2	335018
36	9494	4046041-7	341868
37	9368	4046062-1	336598
38	8802	3072029-4	500847
39			
40			

EXHIBIT "A"

Aero Manufactu

Work In Process As Of April 1

	Job No	Part No.	P.O/P.R. No.
1	9502	PAP 236645	024308/56211
2	9503	PAP 236646	024308/56219
3	9501	893383-2	024018/57486
4	9299	3001331-1	400012
5	9244	3001333-1	1274997
6	9458	3006117-1	558948
7	9505	3101519-4	545578
8	9500	3101526-1	024018/57485
9	9498	3410027-1	024018/56204
10	9454	3444004-1	024018/55802
11	9464	3444011-5	024018/55815
12	9452	3444155-4	024018/55797
13	9453	3444205-1	024018/55798
14	9497	3468031-1	024018/56205
*15	~~9506~~	~~3551696~~	
*16	~~9507~~	~~3551697~~	
17	9400	3605287	024548/53690
18	9425	3605601-1	559798
19	9466	3607302-1	024018/55826
20	9459	4026036-2	340378
21	9479	4046062-1	341248
22			
23			
24			
25			

26 Blanket P.Os for time & Material Jobs

27	024018
28	024308
29	024408
30	024548
31	024608
32	024628
33	045548
34	
35	
36	
37	
38	
39	
40	

CERTIFICATE

Pursuant to paragraph 12A of that certain Agreement for Sale of Assets and for Non-Competition, dated April 3, 1978, by and between Aero Manufacturers, Inc., Dolan Alexander, Fleetwood Machine Products, Inc. and Milwood Cooke, as amended, the undersigned, President of Aero Manufacturers, Inc., hereby certifies that all of the warranties made by Aero Manufacturers, Inc. in said Agreement were true when made and are true as of the date hereof, and Aero Manufacturers, Inc. has performed all of the obligations to be performed by it as provided in the Agreement at or prior to the closing.

DATED this 20th day of April, 1978.

AERO MANUFACTURERS, INC.

By _____
President

JAMES POWERS
WILLIAM T. BOUTELL, JR.
NEAL KURN
THOMAS J. SHUMARD
GUY DAVID KNOLLER
MARK A. NESVIG

POWERS, BOUTELL & KURN
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
SUITE 800, SECURITY BUILDING
234 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004

TELEPHONE
AREA CODE 602
254-5933

April 20, 1978

Fleetwood Machine Products, Inc.
1147 Van Owen Street
North Hollywood, California 91605

Re: Agreement for Sale of Assets and for Non-Competition, dated April 3, 1978

Gentlemen:

Pursuant to paragraphs 4 and 12F of that certain Agreement for Sale of Assets and for Non-Competition, dated April 3, 1978 (the "Agreement"), by and between Aero Manufacturers, Inc. ("Aero"), Dolan Alexander ("Alexander"), Fleetwood Machine Products, Inc. ("Fleetwood") and Milwood Cooke, our opinion is required in respect to certain matters pertinent to the covenant not to compete, the liability of Fleetwood for obligations not assumed under the Agreement and the execution of the Agreement by Aero.

In our opinion:

1. Subject to the performance by Fleetwood of its obligations under the Agreement, and Fleetwood's continuing the business presently engaged in by Aero, the covenant not to compete set forth in paragraph 4 of the Agreement is valid and binding upon Alexander. In the event of violation of such covenant, Fleetwood may obtain injunctive relief against Alexander, and against Aero, so long as Alexander owns more than a 1% interest therein.

2. Subject to performance by Fleetwood of its obligations under the Agreement, Fleetwood is not liable for any obligations of Aero not expressly assumed under the Agreement. Notwithstanding the foregoing, Section 42-1337, Arizona Revised Statutes, imposes a lien upon the assets sold under the Agreement for the amount of any transaction privilege tax not paid by Aero within fifteen days after the sale of its business and, under certain circumstances, imposes a personal liability upon the purchaser of the assets to the extent of the tax not paid by the seller.

3. The Agreement was duly authorized and executed by Aero.

Very truly yours,

POWERS, BOUTELL & KURN
Professional Association

By _____
Neal Kurn

NK/e

CERTIFIED RESOLUTIONS

AERO MANUFACTURERS, INC.

The undersigned, being the duly elected, qualified and acting Secretary of AERO MANUFACTURERS, INC., an Arizona corporation (the "Company"), does hereby certify that the following is a true and correct copy of the resolutions adopted by the stockholders of the Company at a meeting duly called and held on April 3, 1978, at which meeting the sole stockholder was present throughout, and said resolutions have not been modified or rescinded, have been in full force and effect at all times since April 3, 1978, to and including the date hereof, and are the only resolutions adopted by the stockholders relating to the matters referred to therein:

> RESOLVED, that the Corporation sell the real property described as Lots 18, 20 and 22, Block 5, El Molino Place, per map recorded in Book 20, Page 4 of Maps, in the office of the County Recorder of Maricopa County, Arizona, pursuant to the terms of that certain Agreement for Sale of Real Property, dated April 3, 1978, between the Corporation and Milwood Cooke and Mildred Cooke, a copy of which Agreement was presented to the meeting, and that Dolan W. Alexander, President, and George L. Ash, Secretary of the Corporation, and each of them, be and they are hereby authorized, empowered and directed to execute on behalf of the Corporation the aforesaid Agreement for Sale of Real Property, and to take all other action, execute and deliver all instruments and to do and perform all acts necessary, convenient and proper to carry into effect and full intent and purpose of the resolutions adopted at this meeting;
>
> RESOLVED, that the Corporation sell certain of its assets, as described in, and on the terms contained in, that certain Agreement for Sale of Assets and for Non-Competition, dated April 3, 1978, by and between the Corporation, Dolan Alexander, Fleetwood Machine Products, Inc. and Milwood Cooke, a copy of

which was presented to the meeting, and Dolan Alexander, President, and George L. Ash, Secretary of the Corporation, and each of them, be and they are hereby authorized, empowered and directed to execute on behalf of the Corporation the aforesaid Agreement for Sale of Assets and for Non-Competition, and to take all other action, execute and deliver all instruments and to do and perform all acts necessary, convenient and proper to carry into effect the full intent and purpose of the resolutions adopted at this meeting.

IN WITNESS WHEREOF, I have hereunto set my name this 20th day of April, 1978.

George L. Ash

George L. Ash, Secretary

GUARANTY

TO: DOLAN ALEXANDER

FOR VALUABLE CONSIDERATION, the undersigned (hereinafter collectively called "Guarantor") jointly and severally unconditionally guaranty to DOLAN ALEXANDER (hereinafter called "Alexander") the payment by FLEETWOOD MACHINE PRODUCTS, INC., a California corporation (hereinafter called "Fleetwood"), of any and all sums due and owing by Fleetwood to Alexander under that certain Promissory Note, dated April 20, 1978, in the principal amount of $190,000.00 (hereinafter called the "Note").

The obligations hereunder are joint and several, and independent of the obligations of Fleetwood, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Fleetwood or whether Fleetwood is joined in any such action or actions.

Guarantor authorizes Alexander, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, compromise, extend or otherwise defer the time for payment of or decrease of the rate of interest thereon; and (b) take and hold security for the payment of this Guaranty or the Note guaranteed hereby, and exchange, enforce, waive or release any such security.

In the event of default on the Note, any indebtedness of Fleetwood now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Fleetwood to Alexander; and such indebtedness of Fleetwood to Guarantor if Alexander so requests shall be collected, enforced and received by Guarantor as trustee for Alexander and be paid over to Alexander on account of the obligations owed under the Note but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty (except to the extent that the indebtedness owed under the Note is reduced).

Guarantor agrees to pay a reasonable attorneys' fee and all other costs and expenses which may be incurred by Alexander in the enforcement of this Guaranty.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guaranty this 20th day of April, 1978.

Milwood Cooke
MILWOOD COOKE

Mildred Cooke
MILDRED COOKE

Certified Copy of Borrowing Resolution

UNION BANK

NORTH HOLLYWOOD REGIONAL
OFFICE

12140 VICTORY BLVD., NORTH HOLLYWOOD, CA 91606
ADDRESS

In completing this resolution; you must list in this opening paragraph the names of the officers authorized to sign and you must insert the words "AND" or "OR" after the title of each officer if there is more than one authorized signer. Unless otherwise stated herein, use of the word "AND" will indicate that two or more signatures are needed to execute documents and use of the word "OR" will indicate that only one signature of two or more successive signers will be required on documents.

RESOLVED, That

Signature X	Name M. W. COOKE	Title PRESIDENT ALONE
Signature	Name	Title
Signature	Name	Title
Signature	Name	Title

(hereafter sometimes referred to, whether one or more, as "said officers") of FLEETWOOD MACHINE PRODUCTS, INC. * a corporation, are authorized to borrow from time to time, in the name of and in behalf of this corporation, from UNION BANK such sums of money as said officers deem expedient, from time to time to extend or renew any such loan in whole or in part, to contract with said bank upon such terms and conditions as it requires for the issuance of commercial letters of credit, circular letters for the use of travelers and any other instruments of credit, the aggregate principal indebtedness of this corporation with respect to such transaction outstanding and unpaid at any one time not to exceed the sum of THREE HUNDRED THOUSAND AND NO/100 * * * * * * * * * * * * * * * * * * dollars ($300,000.00 * * *); and said officers are hereby authorized to execute in its corporate name the note or notes of this corporation as evidence of each such loan and of any extension or renewal thereof and to execute all contracts and other instruments required by the bank in connection with any loan, each of which contracts, notes and other instruments shall contain such terms and conditions as are agreed upon by said officers and said bank, including among others not specified in this resolution provisions regulating or restricting the declaration and payment of dividends by the corporation, the payment of indebtedness to officers, shareholders, or other persons other than the bank, or other regulations or restrictions of the same or different kinds, conditions as to default, attorney's fees, waivers of notice, and sale of securities.

"**RESOLVED FURTHER** that said officers are authorized to hypothecate or pledge with and transfer and deliver to said bank as security for the payment of any obligations so incurred such securities or other assets of this corporation as are agreed upon by them and said bank and to execute in the name of the corporation such agreements of hypothecation as they deem expedient and to include in any such agreement such waivers of demand, notice or advertisement and such other waivers and provisions as seem expedient to them, including among others a provision that any such security may be held by said bank to secure any other indebtedness, whether due or not due, owing to said bank from this corporation.

"**RESOLVED FURTHER** that said officers may direct said bank orally or by written instruction to disburse the proceeds of any loan made in the name of the corporation to any person, partnership, corporation or other legal entity without limit including to said officers personally.

"**RESOLVED FURTHER** that at any time said bank may apply any money or property in its hands belonging to this corporation to the payment of any indebtedness of this corporation to it, whether due or not due, and any agreement executed as aforesaid may so provide.

"**RESOLVED FURTHER** that if two or more resolutions of this corporation authorizing any of the transactions authorized by this resolution are outstanding concurrently at any time the provisions thereof shall be deemed to be cumulative.

"**RESOLVED FURTHER** that said officers are authorized in addition to any obligation incurred under any of the preceding provisions of this resolution to discount with said bank any notes, drafts, acceptances, bills of exchange, or other evidences of debt owned by this corporation upon such terms as are agreed upon by said bank and said officers and in the name of this corporation to endorse such evidences of indebtedness so to be discounted by said bank and to guarantee payment thereof to said bank.

"**RESOLVED FURTHER** that upon the execution by said officers of any instrument authorized by this resolution such instrument shall be deemed to be executed by this corporation whether or not the corporate seal of this corporation is affixed thereto.

"**RESOLVED FURTHER** that all loans heretofore made by said officers in the name of this corporation and all promissory notes and other documents executed by them in connection therewith or to secure the same are hereby ratified and approved.

"**RESOLVED FURTHER** that said bank shall be able to rely on the incumbency of the above named officers until written notice is received at the above captioned office.

"**RESOLVED FURTHER** that this resolution shall remain in full force and effect until written notice of its repeal has been received by said bank, at the above captioned office, such revocation however not to affect the validity or any note or other instruments theretofore executed."

This is to certify that the foregoing is a true copy of a resolution duly adopted by the directors of FLEETWOOD MACHINE PRODUCTS, INC. * a corporation, at a meeting of its board of directors duly and regularly held on X 4-1-79, 1979 and that said resolution is in full force and effect.

This will further certify that the signatures indicated above are true specimens of each captioned officer's signature.

Date X , 19 at X California

XXXXX Corporate Seal)

DUPLICATE
FOR YOUR FILES:
DO NOT RETURN.

X Jerry L. Conrow
JERRY CONROW
as Secretary of
FLEETWOOD MACHINE PRODUCTS, INC.

X
M. W. COOKE President

ACCOUNT CHARGE

DATE APRIL 19, 1978

CHARGE MADE AS SHOWN. PLEASE ADJUST YOUR RECORDS.

RE: L/C NO. 128943

COMMISSION 2% PER ANNUM MIN. $25.00 PAYABLE IN ADVANCE FROM 4/19/78 TO 4/19/79 (365 DAYS) ON $125,000.00

$ _____ (SAVINGS)

$ 2,534.72 (COMMERCIAL)

CONTRA _____

ACCOUNT NUMBER
30035-0658

FLEETWOOD MACHINE PRODUCTS, INC.

CHARGE ACCOUNT OF

DEPARTMENT
KH

APPROVED BY

UNION BANK

CUSTOMER ADVICE

Dated this 19th day of April, 1978, at Los Angeles, California.

Execute appropriate blanks

(Individual(s))

.....

.....

(Partnership)

..... (Name of Company)

..... (General Partner)

..... (General Partner)

(Corporation)

Fleetwood Machine Products, Inc. (Name of Corporation)

By..... (Title.....)

By..... (Title.....)

CERTIFIED COPY OF RESOLUTION

"RESOLVED, That ..... as president
..... as vice-president
..... as secretary
..... as assistant secretary

In completing this resolution please list in this opening paragraph the names of the officers authorized to sign and indicate by the use of the words "and" or "or" between the names how many must sign.

(hereinafter sometimes referred to, whether one or more, as "said officers") of .....

a corporation, are authorized to contract with said bank upon such terms and conditions as it requires for the issuance of commercial letters of credit, circular letters for the use of travelers and any other instruments of credits, the aggregate principal indebtedness of this corporation with respect to such transaction outstanding and unpaid at any one time not to exceed the sum of .....

dollars ($ .....); and said officers are hereby authorized to execute in its corporate name a note or notes of this corporation as evidence of such extension of credit and of any extension or renewal thereof and to execute all contracts and other instruments required in connection with any transaction authorized by this resolution, such notes, contracts and other instruments shall contain such terms and conditions as are agreed upon by said officers and said bank, including among others not specified in this resolution provisions regulating or restricting the declaration and payment of dividends by the corporation, the payment of indebtedness to officers, shareholders, or other persons other than the bank, or other regulations or restrictions of the same or different kinds, conditions as to default, attorney's fees, waivers of notice, and sale of securities.

"RESOLVED FURTHER that said officers are authorized to hypothecate or pledge with and transfer and deliver to said bank as security for the payment of any obligations so incurred such securities or other assets of this corporation as are agreed upon by them and said bank and to execute in the name of the corporation such agreements of hypothecation as they deem expedient and to include in any such agreement such waivers of demand, notice or advertisement and such other wiavers and provisions as seem expedient to them, including among others a provision that any such security may be held by said bank to secure any other indebtedness, whether due or not due, owing to said bank from this corporation.

"RESOLVED FURTHER that at any time said bank may apply any money or property in its hands belonging to this corporation to the payment of any indebtedness of this corporation to it, whether due or not due, and any agreement executed as aforesaid may so provide.

"RESOLVED FURTHER that if two or more resolutions of this corporation authorizing any of the transactions authorized by this resolution are outstanding concurrently at any time the provisions thereof shall be deemed to be cumulative.

"RESOLVED FURTHER that said officers are authorized in addition to any obligation incurred under any of the preceding provisions of this resolution to discount with said bank any notes, drafts, acceptances, bills of exchange, or other evidences of debt owned by this corporation upon such terms as are agreed upon by said bank and said officers and in the name of this corporation to endorse such evidences of indebtedness so to be discounted by said bank and to guarantee payment thereof to said bank.

"RESOLVED FURTHER that upon the execution by said officers of any instrument authorized by this resolution such instrument shall be deemed to be executed by this corporation whether or not the corporate seal of this corporation is affixed thereto.

"RESOLVED FURTHER that all loans heretofore made by said officers in the name of this corporation and all promisory notes and other documents ececuted by them in connection therewith or to secure the same are hereby ratified and approved.

"RESOLVED FURTHER that this resolution shall remain in full force and effect until written notice of its repeal has been received by said bank, such revocation however not to affect the validity of any note or other instruments theretofore executed."

This is to certify that the foregoing is a true copy of a resolution duly adopted by the directors of ..... a corporation, at a meeting of its board of directors duly and regularly held on ....., 19..... and that said resolution is in full force and effect.

Dated ..... California, ..., 19.....

(SEAL)

Confirmed by

Jerry L. Connor
as Secretary of

President

IRREVOCABLE LETTER OF CREDIT NO. 128943

UNION BANK

INTERNATIONAL BANKING DIVISION

☐ P. O. BOX 2649, SAN FRANCISCO, CALIFORNIA 94126, U.S.A.
☒ P. O. BOX 3100 TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90051, U.S.A. APRIL 19 1978

(CABLE ADDRESS "UNIONBANK")
(TELEX 674512)

DOLAN ALEXANDER
2902 EAST WASHINGTON
PHOENIX, ARIZONA 85034

GENTLEMEN:

WE HEREBY AUTHORIZE YOU TO DRAW ON OURSELVES

FOR ACCOUNT OF FLEETWOOD MACHINE PRODUCTS, INC., 11447 VANOWEN STREET, NORTH HOLLYWOOD, CALIFORNIA 91605

UP TO THE AGGREGATE AMOUNT OF ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00) U. S. FUNDS

AVAILABLE BY YOUR DRAFT AT SIGHT

PAYABLE UPON RECEIPT OF A SIGNED AFFIDAVIT STATING THAT FLEETWOOD MACHINE PRODUCTS, INC., IS IN DEFAULT OF PAYMENT OF ITS MONTHLY OBLIGATIONS UNDER THAT CERTAIN NON-NEGOTIABLE PROMISSORY NOTE DATED APRIL 20, 1977, IN THE FACE AMOUNT OF $190,000.00 TO DOLAN ALEXANDER CALLING FOR MONTHLY PAYMENTS OF $3,167.00.

DRAFTS UNDER THIS CREDIT MUST BE MARKED "DRAWN UNDER UNION BANK, LOS ANGELES, CALIFORNIA CREDIT NO. 128943 DATED APRIL 19, 1978" AND PRESENTED AT OUR OFFICE NOT LATER THAN APRIL NINETEENTH NINETEEN HUNDRED AND SEVENTY-NINE AT 3:00 P.M.

THIS LETTER OF CREDIT MUST ACCOMPANY DRAFT AND DOCUMENTS PRESENTED TO US FOR PAYMENT.

UNLESS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOM AND PRACTICE FOR DOCUMENTARY CREDITS (1974 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 290"

WE HEREBY UNDERTAKE THAT DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US.

Very truly yours

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

EH

TO UNION BANK:

WE AGREE TO PAY YOU IN ADVANCE A COMMISSION OF 2 PER ANNUM MINIMUM $25.00 OPENING OF AND PAYMENT UNDER THIS CREDIT. WE ALSO AGREE TO PAY YOU IN ADVANCE AN AMENDMENT FEE OF $5.00 PLUS 2 % PER ANNUM FOR AN EXTENTION OF VALIDITY AND OR ANY INCREASE IN THE AMOUNT OF THE CREDIT IN ANY EVENT WE AGREE TO PAY YOU ALL CHARGES OR EXPENSES INCLUDING ATTORNEY FEES PAID OR INCURRED BY YOU IN CONNECTION THEREWITH AND INTEREST WHERE CHARGEABLE

WE FURTHER AGREE TO THE TERMS AND CONDITIONS AS SET FORTH ON THE LETTER OF CREDIT AGREEMENT ON THE REVERSE HEREOF.

IF THE SIGNATORY HERETO HAS AN ACCOUNT WITH YOU AT YOUR PLEASURE YOU ARE AUTHORIZED TO CHARGE TO THE SIGNATORY'S ACCOUNT ANY AMOUNTS DUE UNDER THE TERMS OF THIS AGREEMENT.

APRIL 19, 1978

FLEETWOOD MACHINE PRODUCTS, INC.

BY:

CUSTOMER'S COPY

UNION BANK

No. 014612

We hereby acknowledge receipt of the following undated described promissory note executed by you and delivered to us under the conditions hereinafter stated.

AMOUNT	INTEREST RATE	MATURITY	DATE
$125,000.00	Prime plus 2%	Demand	4-19-78

PAYEE (Office)
North Hollywood Regional, 12140 Victory Blvd., North Hollywood, Ca. 91606

Fleetwood Machine Products, Inc.
11447 Vanowen Street
North Hollywood, California 91605

We accept delivery of said note upon the following conditions:

1. We shall be obligated to disburse proceeds in the amounts stated above when we receive written authorization from you to do so, but in no event later than May 1, 1979 from date hereof.
2. If no such authorization is received from you within the time stated above, this note shall be null and void and will be cancelled and returned to you.
3. We are hereby authorized to insert the date on the note which date shall be the same date as when we disburse proceeds to you.
4. We shall have the right, at all times, to change the interest rate on said note when our prime rate changes, but in no event shall the interest rate on said note be less than n/a % per annum.
5. If there is more than one maker on said note we shall have the right to disburse proceeds to you upon written instructions from any one of the makers to do so.
6. When properly authorized, all proceeds shall be disburse directly to Union Bank International Dept.
7. Notwithstanding anything to the contrary herein we reserve the right to cancel this agreement and to decline advancing proceeds if there is a filing, as to the maker(s), or any of them, of a voluntary or involuntary petition under the provisions of the Federal Bankruptcy Act or any other insolvency law, the issuance of any attachment, garnishment, or execution or levy of any asset of the maker(s), or any of them, or death of any maker(s), any endorsee or guarantor, or any deterioration of the financial condition of the maker(s), or any of them, any endorser or guarantor which results in our deeming ourselves, in good faith, insecure.

Signed By _____

Signed By _____

UNION BANK

By _____
Daniel J. Geary, Jr.
Vice President and Manager

N-900 (REV. 11/70)

RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of FLEETWOOD MACHINE PRODUCTS, INC., do hereby adopt the following resolutions by unanimous written consent:

RESOLVED, that the president of this corporation is authorized to enter into that certain Agreement for Sale of Assets and For Non-Competition, whereby this corporation shall purchase from Aero Manufacturers, Inc. said corporation's furniture, furnishings, fixtures and equipment for $150,000, raw materials and work in process inventory at cost per formula, goodwill and customer files and records for $25,000, certain prepaid items at the pro rata amount and shall pay $190,000 for an Agreement Not To Compete, which $190,000 shall be paid at the rate of $3,167 per month.

FURTHER RESOLVED, that any officer of this corporation is authorized to purchase a letter of credit in the amount of $125,000 to decline at the rate of $25,000 per year, to secure the payment of the amount owing on the Agreement Not To Compete.

FURTHER RESOLVED, that the officers of this corporation are authorized and instructed to do such acts and take such steps as are necessary to fully and completely carry out the terms and provisions of said agreement and complete the transactions contemplated therein.

FURTHER RESOLVED, that any officer of this corporation is authorized to do such acts and take such steps as are necessary to enable this corporation to become qualified to do business in the State of Arizona.

DATED: April 8, 1978

Milwood W. Cooke
MILWOOD W. COOKE

William L. Cooke
WILLIAM L. COOKE

Jerry L. Conrow
JERRY L. CONROW

UNION BANK

INTERNATIONAL BANKING DIVISION

☐ P.O. Box 3100, Los Angeles, California 90051

☐ P.O. Box 45500, San Francisco, California 94145

(Cable Address: "UNIONBANK" Telex 674512)

APPLICATION FOR IRREVOCABLE LETTER OF CREDIT	DATE April 18, 1978

Gentlemen: We hereby request you to issue through any of your correspondents or forward original to us or beneficiary (by airmail/short form night letter/full detail or/straight cable) an irrevocable letter of credit, as follows:

BENEFICIARY (in favor of)	APPLICANT (for account of)	
DOLAN ALEXANDER	FLEETWOOD MACHINE PRODUCTS, INC.	
2902 E. Washington	11447 Vanowen Street	
Phoenix, Arizona 85034	North Hollywood, California 91605	
	SHIPPING DATE	AMOUNT $125,000
	EXPIRATION DATE: April 19, 1979	

available by Draft at sight on you or your correspondent for _____ % of invoice value, to be accompanied by the following documents as marked with an "X":

☐ COMMERCIAL INVOICES in _____ copies

☐ CUSTOMS INVOICE signed by shipper (*on shipment over $500*)

☐ PACKING LIST ☐ WEIGHT LIST

☐ INSPECTION CERTIFICATE _____

☐ INSURANCE POLICY or CERTIFICATE FOR 110% OF INVOICE VALUE, including _____

claims payable in the United States of America in ☐ United States Dollars or ☐ the equivalent of United States Dollars.

We shall furnish you with a copy of policy/carry open cargo policy (will forward copy for your files)/notify broker to forward copy of policy to you

☐ FULL SET CLEAN ON BOARD OCEAN BILLS OF LADING to order of shipper blank endorsed, notify

☐ AIRWAY BILL OF LADING/(air or sea) PARCEL POST RECEIPT consigned to UNION BANK for account of buyers

☐ TRUCK BILL OF LADING/RAILROAD BILL OF LADING

☐ CUSTOMS BROKER DELIVERY ORDER _____

☐ DOCK RECEIPT/FORWARDERS RECEIPT/RECEIPT

COVERING: Payable upon receipt of a signed affidavit stating that Fleetwood Machine Products, Inc., is in default of payment of its monthly obligation under a note to Dolan Alexander calling for monthly payments of $3,167.00.

INVOICE IS TO CERTIFY that merchandise is as per purchase order or contract _____

Price (ex-dock/CIF/C&F/C&I/FOB (vessel or aircraft) _____

SHIPMENT FROM	PARTIAL SHIPMENTS ☐ Permitted ☐ Prohibited
SHIPMENT TO	TRANSHIPMENT ☐ Permitted ☐ Prohibited

SPECIAL INSTRUCTIONS: Documents must be presented to negotiating/paying bank within _____ days after date of issuances of documents evidencing shipment or taken in charge (shipping documents) but within validity of letter of credit. If on board ocean bills of lading are required, the on board date is considered to be the date of issuance. _____

We hand you herewith our check on _____ /We authorize you to charge our account for $ _____

NAME OF FIRM Fleetwood Machine Products, Inc.

BY [signature]

PHONE NO. _____ ACCOUNT NO. #30035-0658

NOTE: The opening of this credit is subject to the terms and conditions as set forth in the commercial letter of credit agreement appearing on the reverse hereof to which we agree, or if our continuing agreement is lodged with you, subject to the terms and provisions set forth therein.

FOR BANK'S USE ONLY

STANDBY	$ 125,000.00		
COMMERCIAL	$		
INDEMNITY	$		
TRAVELER'S L/C OUTSTANDING	$	NEW REQUESTS:	
ADVANCES UNDER FOREIGN BILLS	$		
ACCEPTANCES	$	L/C'S	$
NOTE DEPARTMENT	$		
ACCOUNTS RECEIVABLE	$	AMENDMENTS	$
CASH COLLATERAL	$		
ACCEPTANCES ANTICIPATED	$	LOAN OFFICER'S APPROVAL	
TOTAL INDEBTEDNESS	$	OFFICE	

(REVISED 8/75)

P.O. Box 11[illegible]
Phoenix 85061
Mailed 4/27/78

CONTINENTAL SECURITY GUARDS
ALARM DIVISION
4010 NORTH 27th AVENUE — PHOENIX, ARIZONA 85017

BURGLARY
FIRE
INDUSTRIAL PROCESS

UL APPROVED
LOCAL ALARM
HOLD UP

BURGLAR ALARM — CENTRAL STATION SERVICE AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April 19 78 by and between CONTINENTAL SECURITY GUARDS, ALARM DIVISION, hereinafter referred to as C.S.G. and Aero Manufacturers, Inc. hereinafter referred to as "SUBSCRIBER".

WITNESSETH:

1. That for the consideration hereafter mentioned, C.S.G. agrees to furnish and install, or cause to be installed, protective devices as described in Paragraph 2 and appropriate transmitting equipment, or properly create a complete and working system in the premises of Subscriber at

2902 E. Washington Phoenix, Arizona 85034

and maintain said system in good working order during the term of this agreement, with the understanding that all such equipment apparatus, devices, wires, etc., connected thereto, shall at all times remain solely and exclusively the property of C.S.G.

2. SCHEDULE OF PROTECTION AND TYPE OF SYSTEM

Fully Supervised

3. TERM AND PAYMENT

a. Subscriber agrees to pay C.S.G., its agents or assigns the sum of Paid ($ --) Dollars upon completion of installation, and the sum of Sixty-six and 06/100 ($ 66.06) Dollars per month, monthly in advance for the period of 1 years from date said system is operative under this agreement; and thereafter this agreement shall be automatically renewable for periods of 1 years each, unless either party shall first notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement, or expiration of any renewal period, of the desire to terminate. The Subscriber hereby agrees that C.S.G. shall have the right to make survey and adjustment dependent upon any Subscriber caused problems necessitating greater costs to C.S.G.

b. Notwithstanding the terms and conditions set forth herein, after the expiration of One (1) years from the date of completion of installation, C.S.G. may at any time increase the monthly service charge upon giving the Subscriber notice in writing. In the event Subscriber shall be unwilling to pay the increased monthly charge, the Subscriber may terminate this agreement upon giving notice in writing to C.S.G. within Thirty (30) days from receipt of C.S.G. notice, provided Subscriber shall not be in default of any of the terms and conditions of this agreement. Failure to notify C.S.G. within said Thirty (30) days will be deemed to constitute Subscriber's consent to the increase and all the other terms and conditions of this agreement shall remain in full force and effect.

4. SUBSCRIBER TO TEST SYSTEM

a. Subscriber agrees, in the case of a Subscriber controlled system, the Subscriber will properly set systems each night and in all cases will test the entire system daily during the term of this agreement. Should any defect in operation of the system develop, Subscriber agrees to promptly notify C.S.G. and C.S.G. will undertake normal and routine maintenance to correct such defective condition at its expense as soon as possible thereafter.

b. A local bell system contains an audible bell. Upon activation of the alarm system, the audible bell will sound. Said bell, when equipped with an automatic timer, will automatically shut off and cease ringing after a period of N/A minutes. Unless the Subscriber has been notified that the alarm system has been activated or unless an attempted entry is apparent, Subscriber acknowledges that there will be no physical evidence that the alarm system was activated. Upon the automatic shut-off of the alarm system, the system will not again become operative until the system has been MANUALLY restored. Subscriber therefore agrees to carefully check the alarm system each day in order to determine whether or not the alarm system has been activated during the closed period. If the inspection by the Subscriber reveals that the system has, in fact, been activated, Subscriber shall notify C.S.G. in order that the system may be checked and repairs made if necessary.

5. SCHEDULE AND ERRORS IN INSTALLATION

Subscriber will, prior to commencement of service, furnish C.S.G. with a schedule in writing of Subscriber's normal business hours; and as, or if, normal business hours become subject to change, notify C.S.G. in writing of said change in normal business hours schedule. Subscriber shall also notify C.S.G. of errors and or omissions in the construction of the system, including but not limited to failure to wire points of protection. Such notification to be made in writing within ten (10) days of the installation. Upon expiration of the said ten (10) days, C.S.G., unless notified to the contrary, shall deem that the Subscriber has accepted the installation.

6. C.S.G.'s SERVICE

C.S.G., upon receipt of an alarm signal from the premises of the Subscriber, shall, without incurring any liability for failure to do so, make every reasonable effort to do the following:

a. Upon receipt of a burglar alarm signal, notify the local police authority having jurisdiction, or dispatch two central station guards to the affected premises; and make a reasonable effort to notify the Subscriber or his designated agent by calling the telephone number supplied to C.S.G. in writing by Subscriber.

b. Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department having jurisdiction.

c. Upon receipt of a sprinkler signal, waterflow signal, manual or automatic fire alarm signal, transmit the alarm to the public fire department having jurisdiction and notify Subscriber or his designated representative by calling the telephone number supplied to C.S.G. in writing by Subscriber.

d. Upon receipt of a monitor signal, notify Subscriber or his designated agent by calling the telephone number supplied to C.S.G. in writing by Subscriber.

e. In the event C.S.G. cannot contact Subscriber or his Representative, C.S.G. has the option to take reasonable steps it deems necessary to protect said premises at Subscriber expense.

7. ADDITIONAL PROTECTION

Subscriber acknowledges that additional protection may be obtained from C.S.G. over and above that provided herein at an additional cost.

8. INSTALLATION

Subscriber hereby authorizes C.S.G. to install and maintain the aforesaid system and to make inspection, tests and repairs to it as required, at C.S.G.'s expense, and further to make any changes in, or alterations to, the system at the request of the Subscriber, or made necessary by any changes in, or damages to said premises, property or equipment at the expense of the Subscriber. It is mutually understood and agreed that the work of installation, periodic inspections, and tests on the part of C.S.G. shall be performed between the hours of 8:00 A.M. and 5:00 P.M. exclusive of Saturdays, Sundays, and Holidays, unless specifically stated herein at the time of agreement.

9. ADDITIONAL SERVICE

Subscriber may request C.S.G. to dispatch service personnel to premises during closed period to perform services other than routine maintenance at all times as a Subscriber Accommodation. A minimum service charge of Seven Dollars and Fifty Cents ($7.50) will be applicable on all

10. DEFAULT

Upon non-payment of any sum due C.S.G. under terms and conditions of this agreement C.S.G. reserves the right to terminate this agreement and remove all its equipment from Subscriber's premises upon written notice to Subscriber of its intention to do so. Subscriber agrees to pay full amount of rental accrued to date of said notice, and one-half the rental for the balance of the remaining agreement period as liquidated damages, with reasonable attorney fees, if placed with an attorney for collection.

11. REMOVAL OF SYSTEM

Subscriber hereby authorizes C.S.G. to enter Subscriber's premises to remove said system in its entirety upon termination of this agreement, or upon default in payment of any money due hereunder, without any obligation to repair or redecorate any portion of Subscriber's premises. Such removal shall not constitute a waiver of the right of C.S.G. to collect any charges which have accrued hereunder.

12. CANCELLATION OF SERVICE

This agreement may be cancelled, without previous notice, at the option of C.S.G. in event C.S.G. Central Station or C.S.G.'s wire or equipment within the Subscriber's premises are destroyed by fire or other catastrophe, or so extensively damaged that it is impractical to restore service, and may likewise be cancelled at option of Subscriber, in the event that Subscriber's premises are so destroyed or damaged.

13. SUSPENSION OF SERVICE

This agreement may be terminated at the option of C.S.G. in the event C.S.G. is unable to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Subscriber's premises and C.S.G. Central Station or between C.S.G. Central Station and the municipal Police Department. C.S.G. shall not be liable for any damages, or subject to any penalty as a result of such termination of agreement.

14. DELAY OF INSTALLATION

C.S.G. assumes no liability for delays in installation of equipment, or for interruption of service provided for herein due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of C.S.G. and shall not be required to supply service to Subscriber while interruption of service due to any such causes shall continue, but C.S.G. shall restore service as soon as possible with the means available, but such failure shall not relieve the Subscriber of its obligations hereunder.

15. SERVICE CALLS/FALSE ALARMS

In the event Subscriber shall cause an excessive number of false alarms, through the carelessness of Subscriber or the malicious or accidental use of the alarm system; or in the event Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of Subscriber and C.S.G. may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of Thirty (30) days notice to Subscriber. C.S.G.'s excuse from performance will not affect C.S.G.'s right to recover damages from Subscriber. In the event a fine, penalty or fee shall be assessed against C.S.G. by any governmental or municipal agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse C.S.G. for payment of the said false alarm fine, penalty or fee. In the event C.S.G. shall dispatch an agent to respond to a false alarm originating from Subscriber's premises where Subscriber intentionally or negligently activates the alarm signal and no alarm condition exists, (or in the event Subscriber shall cause C.S.G. to make any service call caused by the inadvertence or negligence of the Subscriber) then and in that event Subscriber agrees to pay to C.S.G. the sum of $ 17.50 for each such service call.

16. C.S.G.'s OBLIGATIONS

Subscriber acknowledges C.S.G.'s obligation hereunder relates solely to the maintenance of the specified alarm system, and that C.S.G. is in no way obligated to insure the operation of the system or any device of the Subscriber or others to which C.S.G.'s system is connected.

17. ARREST

Subscriber authorizes C.S.G. to cause the arrest of any person or persons on or around the premises unauthorized by the Subscriber to enter the premises of Subscriber during the scheduled closed periods.

18. COMMUNICATION LINES & TAXES

In any new or increased charges for use of telephone or telegraph lines or other communication lines or services or if any new or increased taxes or license fees (other than direct taxes upon the value of the physical installment and equipment owned by C.S.G.) shall be hereafter charged, levied against or imposed upon C.S.G. or its business or any phase thereof, the effect of which shall be to increase to C.S.G. the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber, subject to discounts hereinabove provided, shall be proportionately increased and, as so increased, shall be promptly paid by Subscriber.

19. C.S.G. IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATED DAMAGES

It is understood and agreed: that C.S.G. is not an insurer; that insurance, if any, shall be obtained by Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of Subscriber's property or the property of others located on Subscriber's premises; that C.S.G. makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the system or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to subscriber because of, among other things:

a. The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

b. The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

c. The inability to ascertain what portion, if any, of any loss would be proximately caused by C.S.G.'s failure to perform or by its equipment to operate;

d. The nature of the service to be performed by C.S.G.

Subscriber understands and agrees that if C.S.G. should be found liable for loss or damage due to a failure of service or equipment in any respect whatsoever, C.S.G.'s liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250) Dollars, whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise, of C.S.G., its agent, assigns or employees.

e. In the event that the Subscriber wishes to increase the maximum amount of such liquidated damages, Subscriber may, as a matter of right, obtain from C.S.G. a higher limit by paying an additional amount proportioned to the increase in liquidated damages.

20. INDEMNIFICATION

Subscriber agrees to and shall indemnify and save harmless C.S.G., its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by C.S.G.'s performance, negligent performance or failure to perform its obligations under this Agreement.

21. This agreement is not binding unless approved in writing by an officer of Continental Security Guards – Alarm Division. There are no verbal understandings, changing or modifying any of the terms of this agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document; this contract will govern, whether such purchase order or other document is prior or subsequent to this agreement.

This agreement shall not be assignable by the Subscriber except upon written consent of Continental Security Guards, Alarm Division.

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES HE HAS READ AND ACCEPTS PARAGRAPHS 19 and 20.

Buyer's Right to Cancel: If this is a home solicitation sale, and if Buyer does not want the goods or services, Buyer may cancel this agreement by mailing a notice to the Seller. This notice must indicate that Buyer does not want the goods or services and must be postmarked before midnight of the third business day after signing this agreement. If Buyer elects to cancel this agreement, the Seller may keep all or part of any cash down payment not to exceed the lesser of 5 percent of the cash price or $50.

CONTINENTAL SECURITY GUARDS – ALARM DIVISION

BY _____
Representative

BY [illegible]
Subscriber

Approved By Robert O. Gaskin
Title

_____
Title

CORPORATE/ASSOCIATION RESOLUTION

LVED That _____

_____

_____

_____

signature(s) appear on the face of this card be and they are duly authorized to
he account described on the reverse side, and to execute all documents and other
which may be required by Bank for the conducting of any and all banking business
to said account until such authority is revoked by action by the Board of
rs of said corporation/association and by written notification to said Bank, and
s corporation/association hereby agrees to and accepts the provisions and condi
al forth in Terms and Conditions of Deposit Agreement for said account."

hereby certify that the foregoing is a full, true and correct copy of a resolution

dopted by the Board of Directors of _____

_____

eeting of said Board regularly held on 4-20 19 78

ITNESS MY HAND and the corporate seal of said corporation

Jerry L. Comer
Secretary

PARTNERSHIP CERTIFICATE

We, the undersigned, hereby certify that we constitute all of the General Partners

a (general) (limited) partnership. That in accordance with our (written) (verbal) part
nership agreement we have full authority to open any bank accounts as deem
necessary and to designate authorized signers thereon. The persons indicated hereo
h member and are authorized to make withdrawals or draw checks against said p
ship account and endorse for deposit or for encashment any check and other
payable to the partnership

DATED this _____ day of _____ 19_____

Signatures of all General Partners

_____

_____

_____

_____

Typed or printed names of all authorized signers

1) _____ 3) _____

2) _____ 4) _____

PLEASE

Do NOT write

in this space.

Just sign on

the lines marked

with an X.

NTAL BANK

SOCIAL SECURITY NUMBER	MASTER ACCOUNT NO	NUMBER OF SIGNATURES REQUIRED

DO NOT WRITE OR TYPE IN THIS AREA

Depositor(s) and owner(s) by signing this card agree(s) to and accept(s) the terms and conditions, both general and as to type of account, as set forth in that separate writing entitled Terms and Conditions of Deposit Agreement copies of which are posted in the lobby of each office of the Bank. Copies of such Agreement are available to depositor upon opening of the account

X M. W. Cooke Pres.

X W. L. Cooke V.P.

George S. Cole

DATE

OPENED BY	SUPERSEDES CARD DATED	SUPERSEDED BY CARD DATED
COMMUNITY PRICE	AUTO RENEW	NEGOTIABLE
IDENTIFICATION		

SS TAX ID

CKD CRB NCK

REF

CONTINENTAL BANK

DENNIS D. EDWARDS
VICE PRESIDENT
602/248-6129

4000 N Central
Phoenix

COPY

NON-NEGOTIABLE PROMISSORY NOTE

$190,000.00

Phoenix, Arizona

April 20, 1978

FOR VALUE RECEIVED, FLEETWOOD MACHINE PRODUCTS, INC., a California corporation, Maker, promises to pay to DOLAN ALEXANDER at 2902 East Washington, Phoenix, Arizona 85034, or order, the principal sum of ONE HUNDRED NINETY THOUSAND DOLLARS ($190,000.00), without interest, prior to default, payable in consecutive monthly installments of $3,167.00, such monthly installments to commence on May 1, 1978, and continue on the same day of each month thereafter until the entire indebtedness is paid in full. If not sooner paid, the entire unpaid principal balance shall be due and payable on April 20, 1983.

All past due payments shall bear interest at the rate of ten percent (10%) per annum until paid.

The entire remaining principal balance, together with all accrued interest thereon, shall immediately become due and payable at the option of the payee hereunder without notice to or demand upon the Maker unless otherwise provided, upon the occurrence of any of the following:

1. Upon the default in payment hereunder of any installment for more than thirty (30) days after written notice of default by the holder hereof.

2. Any claim against the collateral security of this Note adverse to the interest of the payee, is made and remains unresolved to the satisfaction of the payee for thirty (30) days or more, provided that such default may be cured if, within said thirty (30) day period, the Maker shall furnish to payee collateral equal in loan to such adverse claim; or

3. The Maker and any guarantors of this Note make an assignment for the benefit of creditors, an application for the appointment of a receiver, files or has filed against it a voluntary or involuntary petition in bankruptcy, or admits in writing of an inability to pay its debts generally as they become due.

In the event that the entire remaining principal balance, together with accrued interest, is declared immediately due and payable by payee as provided for above, the remaining principal balance shall at such time be reduced to the present value of the monthly payments which would otherwise remain due and owing under this Note but for such acceleration, using a discount rate of six percent (6%) per annum for the period over which such monthly payments would otherwise be due and payable. Such adjusted balance shall bear interest at the rate of eight percent (8%) per annum until paid.

Maker promises to pay all costs and expenses of collection, including reasonable attorneys' fees, in the event this Note or any portion thereof is placed in the hands of attorneys for collection and such collection is effectuated without suit. The Maker also promises to pay a reasonable attorneys' fee as determined by the court and all other costs, expenses and fees in the event suit is instituted to collect this Note or any portion thereof. It is expressly agreed that the acceptance by payee of any performance which does not comply strictly with the terms of this Note shall not be deemed to be a waiver of any right of payee hereunder.

This Note is non-negotiable.

This Note is secured by a Letter of Credit.

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood Cooke
MILWOOD COOKE, President

LIST OF EXISTING CREDITORS OF
AERO MANUFACTURERS, INC.

Attached hereto as Exhibit A is the list of all existing creditors and the relevant factor, if any, of AERO MANUFACTURERS, INC., as of the date set forth below, prepared by Dolan Alexander on behalf of AERO MANUFACTURERS, INC., as Seller, and furnished to FLEETWOOD MACHINE PRODUCTS, INC., as Buyer, in accordance with the provisions of an Agreement between Seller and Buyer, dated April 3, 1978, and the requirements of the Uniform Commercial Code relating to bulk transfers as enacted in the State of Arizona (ARS §44-2801, et seq.).

DATED this 7 day of April, 1978.

AERO MANUFACTURERS, INC.

By _____
Dolan Alexander, President

STATE OF ARIZONA)
) ss:
County of Maricopa)

DOLAN ALEXANDER, being first duly sworn, upon his oath deposes and says:

That he is the President of AERO MANUFACTURERS, INC., the Seller under that certain Agreement, dated April 3, 1978, and as such he is authorized to make this affidavit on behalf of AERO MANUFACTURERS, INC.;

That on behalf of AERO MANUFACTURERS, INC., he prepared the schedule attached hereto as Exhibit A;

That Exhibit A is a full, accurate and complete list of all the existing creditors of AERO MANUFACTURERS, INC.;

That to the best of his knowledge and belief there are no persons who are asserting claims against him which are being disputed except for those set forth on Exhibit A;

That the foregoing list was prepared at the request of, and is being furnished to, FLEETWOOD MACHINE PRODUCTS, INC., as Buyer, in accordance with the provisions of the aforementioned Agreement and the requirements of the Uniform Commercial Code relating to bulk transfers as enacted in the State of Arizona.

Dolan Alexander
DOLAN ALEXANDER

SUBSCRIBED AND SWORN to before me this 3rd day of April, 1978.

Nancy Trayner
Notary Public

My Commission expires:
July 15, 1979

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

Accounts Payable As Of April 3, 1978

FX-4 CBI Determined

[redacted]

A B C Secretarial
3402 East McDowell
Phoenix, Az 85008

A & B Tools
3311 East Washington Street
Phoenix, Az 85034

Anocad Plating
2540 West Cypress
Phoenix, Az 85009

Certified Inspection
21 South 41st. Street
Phoenix, Az 85034

Consolidated Welding Supply
751 Grand Avenue
Phoenix, Az 85007

DiEugenio Tool Center
P.O. Box 563
Phoenix, Az 85001

Fisher Heat Treating
P.O. Box 6504
Phoenix, Az 85005

Marc Metal Tool Supply
2245 East Washington Street
Phoenix, Az 85034

Tube Sales
P.O. Box 80066
Worldway Postal Center
Los Angeles, Calif. 90080

Ultra Precision Deburring Co.
4224 South 37th Street
Phoenix, Az. 85040

Universal Waste Control
P.O. Box 6121
Phoenix, Az. 85005

Wayne Welding Supply
2615 South 40th Street
Phoenix, Az. 85034

Lincoln National Life Insurance
Fort Wayne, Indiana 46801

EXHIBIT A

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

Accounts Payable & Notes Payable

Valley National Bank
28th Street & Van Buren Branch
Phoenix, Az. 85034

Arizona Title & Trust
P. O. Box 3915
Phoenix, Az. 85030

Mrs. Lela DeRemer
FX-6 Personal Privacy

State Compensation Fund
P.O. Box6968
Phoenix, Az. 85005

FX-4 CBI Determined

FLEETWOOD MACHINE PRODUCTS, INC.
11447 Van Owen Street
North Hollywood, California 91605

Aero Manufacturers, Inc.
2902 East Washington
Phoenix, Arizona 85034

Gentlemen:

This letter is to supplement that certain Agreement for Sale of Assets and For Non-Competition dated April 3, 1978 by and between the two of us and others as follows:

1. You are excused from listing in EXHIBIT D any purchase orders.

2. At the closing, you have agreed to deliver a list of all purchase orders to be performed after the cutoff date (as defined in the foregoing Agreement) and a list of all material contracts (as defined in said paragraph 5 I) that were entered into between April 3, 1978 and the closing date.

If this letter corresponds with our understanding, please signify your approval by signing and returning the copy of this letter in the envelope provided.

Sincerely,

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood Cooke
MILWOOD COOKE, President

ACCEPTED AND APPROVED:

AERO MANUFACTURERS, INC.

By _____
DOLAN ALEXANDER

SCHEDULE OF PROPERTY BEING TRANSFERRED
BY AERO MANUFACTURERS, INC.

Attached hereto as Exhibit A is the Schedule of Property of AERO MANUFACTURERS, INC., as of the date set forth below, prepared by Dolan Alexander, on behalf of AERO MANUFACTURERS, INC., as Seller, and FLEETWOOD MACHINE PRODUCTS, INC., as Buyer, in accordance with the provisions of an Agreement, dated April 3, 1978, and the requirements of the Uniform Commercial Code relating to bulk transfers as enacted in the State of Arizona (ARS §44-2801, et seq.).

DATED this 3rd day of April, 1978.

SELLER:

AERO MANUFACTURERS, INC.

By Dolan Alexander
Dolan Alexander, President

BUYER:

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood Cooke
Milwood Cooke, President

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this, the 3rd day of April, 1978, before me, the undersigned officer, personally appeared DOLAN ALEXANDER, who acknowledged himself to be the President of AERO MANUFACTURERS, INC., an Arizona corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy Troyer
Notary Public

My Commission expires:
July 15, 1979

STATE OF California)
) ss:
County of Los Angeles)

On this, the 7th day of April, 1978, before me, the undersigned officer, personally appeared MILWOOD COOKE, who acknowledged himself to be the President of FLEETWOOD MACHINE PRODUCTS, INC., a California corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Helen H. Nakama
Notary Public

My Commission expires:

_____

OFFICIAL SEAL
HELEN H. NAKAMA
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 10, 1981

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Engine Lathes

2 - Graziano 28" Swing with Tracer
2 - Graziano 28" Swing
1 - Graziano 28" Swing
2 - Moriseiki 17" Swing with Hydraulic Tracer
1 - Springfield 41" Swing with 11" Travel Hydraulic Tracer
1 - Homach 16" Swing
1 - South Bend 14" Swing

All lathes are equipped with Travel Dials

Chuckers & Turret Lathes

1 - Tsugami Chucker with Threader
1 - Clausing Turret Lathe 12" Swing
1 - Harding Second Operation Lathe

Vertical Mills

1 - Moog Tape Control Mill
1 - Brdgeport with Slotter
2 - Bridgeport Mills
2 - Bridgeport with Inch-Metric Digital Readout
2 - Bridgeport 3D Mills - Dual Head
1 - South Bend Mill
1 - Induma Mill
3 - 15" Rotary Tables
3 - 12" Rotary Tables
1 - 9" Rotary Table
1 - Vetcoa Thread Mill Attachment
4 - Indexing Heads
1 - Gorton 3D Model I - 22 Tracer Mill
1 - 11" Dividing Head
1 - Kuhlman Pantograph - 3 Dimensional

EXHIBIT A

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Metal Spray Equipment

1 - Metco 5P Powder Gun
1 - 3K Wire Gun
1 - Pangborn Sandblaster
1 - Dayton Vapor Degreaser
1 - Complete Metco Accessory Package
1 - 20" Lathe for metal spray only

Welding Equipment

1 - 300 amp Heliarc Welder
1 - 200 amp Lincoln Arc Welder
1 - Acetylene Welding Set
1 - 12" Rotary Welding Table with foot control

Miscellaneous Equipment

1 - 65 C.F. M. Quincy Compressor
1 - 21 C.F.M. Compressor
1 - Harig Air Flow Fixture
1 - Glass Beading Machine
1 - Harig Step Tool Attachment
1 - Baldor Tool Grinder with Diamond Wheels
4 - Tappong Heads for Mills & Lathes
1 - Deburr Department with Air & Electric Hand Tools

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Grinders & Laps

1 - 40" Norton Lap
1 - Sunnen Hone
1 - 6 x 12 Boyer Schulz Grinder
1 - 6 x 12 Rockwell Grinder
1 - 11" Ribon I.D. - O.D. Grinder
1 - 7" - 3/4 Hp Grinder
1 - 12" - 3 Hp. Grinder

Saws

1 - Doall 10" cut off saw
1 - Wells 600 cut off saw
1 - Power Matic 20" vertical band saw
1 - Stone 20" abrasive saw

Jigbore

1 - Moore #3 jigbore
1 - Moore 11" Rotary Table

Electrical Discharge Machine

2 - Charmille D 1S

Drill Press

1 - 15" Duro Floor Model
1 - 15" Duro Bench Model
1 - Burgermeister 6 position turret

Sheet Metal Equipment

1 - Diacro Punch 4 ton
1 - Diacro Shear 2 foot
1 - Diacro Brake 2 foot
1 - Diacro Roll 3 foot
1 - Diacro Notcher #1
1 - Diacro Tube Bender #3
1 - Niagra 6' x 3/16 Shear
1 - Neuco 3' x 15 ton press brake
1 - 100 ton Hydraulic Press

AERO MANUFACTURERS, INC.

2902 E. WASHINGTON PHOENIX, ARIZONA 85034

273-1512

EQUIPMENT LIST

Inspection Equipment

1 - 3 x 3 Granite Plate - Certified
1 - 4 x 6 Granite Plate - Certified
1 - 2 x 3 Surface Plate
1 - 18" x 24" Surface Plate
1 - 10" Comparator
2 - 24" Verniers
2 - 36" Verniers

1 - Inspection Gage Block Set - Certified
2 - Shop Gage Block Sets
22 - Sets Dial Bore Gages
2 - Sets Bench Centers
3 - 12" Height Gages
1 - 12" Starret Optical Height Gage
2 - 24" Height Gages
Micrometers to 42"

All furniture, furnishings, fixtures and equipment.

NOTICE TO CREDITORS

OF AERO MANUFACTURERS, INC.

PLEASE BE ADVISED that a bulk transfer is about to be made from AERO MANUFACTURERS, INC. to FLEETWOOD MACHINE PRODUCTS, INC.

YOU ARE FURTHER ADVISED as follows:

1. The transferor is AERO MANUFACTURERS, INC., 2902 East Washington, Phoenix, Arizona 85034.

2. The name and addresses of the transferees are FLEETWOOD MACHINE PRODUCTS, INC., MILWOOD COOKE, and MILDRED COOKE, 11447 Van Owen Street, North Hollywood, California 91605.

3. None of the foregoing persons or entities have used any other business names or business addresses within the past three years to the best knowledge of MILWOOD COOKE, MILDRED COOKE and FLEETWOOD MACHINE PRODUCTS, INC.

4. AERO MANUFACTURERS, INC. has agreed to pay all of its debts as they fall due. All bills should be sent to AERO MANUFACTURERS, INC., 2902 East Washington, Phoenix, Arizona 85034.

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood W. Cooke
MILWOOD COOKE, President

Milwood W. Cooke
MILWOOD COOKE

Mildred Cooke
MILDRED COOKE

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT is entered into on this 3rd day of April, 1978, by and between AERO MANUFACTURERS, INC., an Arizona corporation ("Seller"), and MILWOOD COOKE and MILDRED COOKE, husband and wife, as community property ("Buyer").

WHEREAS, Seller owns that certain real property described as Lots 18 and 20 and 22 of Block 5 of El Molino Place, per map recorded in Book 20, page 4 of Maps, in the office of the County Recorder of Maricopa County, Arizona, which real property is hereafter referred to as the "Premises", and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Premises,

IT IS HEREBY AGREED:

1. Sale of Premises. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Premises and all improvements thereon for a total price of $225,000.00, payable in cash at the closing, as hereafter defined.

2. Title. A Preliminary Title Report for the Premises, along with copies of all documents referred to therein, are attached hereto as Exhibit A, and by this reference made a part hereof. Buyer shall have ten (10) days from the date of this Agreement in which to make written objection to any of the exceptions contained in said title report. If no such objections are made, such title report (exclusive of mortgages and assessments) shall be deemed to have been approved by Buyer. To the extent that Buyer objects to any item, Seller shall thereafter have ten (10) business days in which to give notice that Seller shall eliminate such item or to state that Seller refuses to take any action with respect to the elimination of such item. If Seller refuses to take any action with respect to the elimination of an item, Buyer shall thereafter have ten (10) business days in

which to either terminate the escrow, in which event neither party shall have any liability or obligation to the other, or to waive the objection to such item. Failure of Buyer to give written notice of termination of the transaction within such ten (10) days shall be deemed to be acceptance of the exception which Seller refuses to remove. The status of title resulting from the foregoing procedure shall hereafter be referred to as "Approved Title".

3. Escrow. The parties agree to open an escrow at Arizona Title Insurance and Trust Company (the "Escrow Agent") for the purpose of effectuating the sale of the Premises pursuant to this Agreement. Within five (5) days following the opening of such escrow, Buyer shall deposit the sum of $10,000.00 as a deposit in such escrow.

A. Seller shall deliver the following documents to the escrow holder prior to the close of escrow:

(1) A warranty deed conveying title to the Premises to Buyer.

(2) A policy of title insurance in the amount of the purchase price issued by the escrow holder showing title to the Premises to be in the name of Buyer subject to no exceptions other than those matters contained in the Approved Title.

(3) A certified copy of the resolution of Seller's Board of Directors authorizing the sale of the Premises pursuant to this Agreement.

(4) Such other documents as may reasonably be required to further effectuate this transaction.

B. Buyer shall deliver to the escrow holder prior to the close of escrow:

(1) Sufficient cash which, when combined with the deposit, shall give the escrow holder sufficient

funds with which to pay the purchase price of the Premises, Buyer's share of escrow costs and Buyer's share of any prorations that may be required.

(2) Such other documents as may reasonably be required to consummate the transaction.

4. Prorations. The following items shall be prorated as of the close of escrow:

A. Real property taxes.

B. Insurance to the extent acceptable to Buyer.

C. Expenses directly attributable to the operation of the Premises. To the extent such expenses cannot be prorated as of the close of escrow, the following procedure shall take place:

(1) Seller shall pay all bills that relate to the period prior to the close of escrow or which relate to a portion of the period prior to the close of escrow.

(2) Buyer shall pay all bills that relate solely to the period after close of escrow.

(3) Within sixty (60) days following the close of escrow, Seller shall submit to Buyer a proration schedule showing the amount, if any, that Buyer is obligated to pay as a result of sums paid by Seller with respect to the period after the close or escrow. If Buyer has expended monies relating to the operation of the Premises with respect to the period prior to the close of escrow, Buyer shall prepare and submit a schedule to Seller within said same sixty (60) day period. Any portion of the prorations that are not in dispute shall promptly be paid. Any items in dispute shall be resolved by the parties and, to the extent

they are unable to do so, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, which arbitration proceeding shall take place in Phoenix, Arizona, or such other location as is mutually acceptable to the parties.

5. Cost of Escrow. Cost of escrow shall be divided as follows:

A. Seller shall pay for the cost of a title insurance policy, revenue stamps and one-half of escrow charges.

B. Buyer shall pay for one-half of escrow charges.

C. Any remaining escrow expenses shall be divided equally.

6. Absence of Brokers. Each of the parties warrants to the other that they have not dealt with any brokers in conjunction with the sale of the Premises.

7. Condition Precedent. The sale shall close concurrent with the sale of certain assets by Seller to Fleetwood Machine Products, Inc., and completion of the foregoing transaction is a condition precedent to the closing of this transaction.

8. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, assigns and successors in interest of every kind and nature whatsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

AERO MANUFACTURERS, INC.,
an Arizona corporation

By _____
President

_____
MILWOOD COOKE

_____
MILDRED COOKE

ATI-6066 (11-68)

Bill Cusick - Home Office

Arizona Title Insurance and Trust Company

PRELIMINARY TITLE REPORT

OWNER AMOUNT $ 225,000.00

Report No. 387761

MORTGAGEE:

MORTGAGE AMOUNT $

OWNER TO BE INSURED

MILWOOD COOKE

RECEIVED
MAR 23 1978
ARIZONA TITLE INSURANCE AND TRUST COMPANY
Answered

1. Title to the estate or interest covered by this report at the date hereof is vested in:

MILWOOD COOKE

2. The estate or interest in the land described or referred to herein and covered by this report is:

fee

3. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

Lots 18, 20 and 22, Block 5, EL ROLINO PLACE, per map recorded in Book 20, Page 4 of Maps, in the office of the County Recorder of said county.

Undersigned has examined the title to the land described above and will issue its Title Insurance Policy — STANDARD COVERAGE POLICY 1968 — insuring the above named that record title is vested as shown above, subject to matters in Schedule B which is a copy of the Schedule B of such policy, provided compliance with the Requirements set forth herein has been effected to the satisfaction of undersigned and that no matters adversely affecting such title arise or become known prior to issuance of such policy.

Arizona Title Insurance and Trust Company

Search made to 3-17-78 at 7:30 AM By ROSEMARY LEWIS/bm/ext. 338

EXHIBIT A

LTAA Standard Coverage Policy, 1974
ATI-6007 (9-74)

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B

Part Two:

A. 1978 taxes, a lien not yet payable.

1. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation, and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.

2. Covenants, Conditions and Restrictions in instrument recorded November 15, 1935, in Book 296 of Deeds, Page 1, (Lot 20); and recorded October 25, 1932, in Book 270 of Deeds, Page 33, and July 18, 1939, in Book 325 of Deeds, Page 333, (Lot 18); and recorded January 30, 1940, in Book 339 of Deeds, Page 226, and December 3, 1945, in Book 466 of Deeds, Page 163, (Lot 22).

ATI-6065A (11-68)

Arizona Title Insurance and Trust Company

Preliminary Title Report No.

REQUIREMENTS:

1. All of 1977 taxes paid.
   Note: Code 0750, Book 121, Map 65, Arb 104, assessed in the total amount of $116.12 for the entire year of 1977.
   Note: Code 0750, Book 121, Map 65, Arb 106, assessed in the total amount of $52.02 for the entire year of 1977.
   Note: Code 0750, Book 121, Map 65, Arb 109, assessed in the total amount of $262.68 for the entire year of 1977.

2. Record Release of Mortgage executed by AERO MANUFACTURERS, INC., an Arizona corporation to WILLAUER INVESTMENT COMPANY, an Arizona corporation, dated April 6, 1972, recorded April 28, 1972, in Docket 9400, Page 222, and assigned to JACK NAGEL and ROSE NAGEL, his wife, and LAWSON NAGEL, a single man.by Assignment recorded January 8, 1974 in Docket 10467, Page 154.

3. Record Deed from AERO MANUFACTURERS, INC., an Arizona corporation, Seller, to Buyer.

4. Furnish marital status of MILWOOD COOKE.

   Note: The right is reserved to make additional requirements or excepti upon compliance with Requirement No.4 above.

5. Furnish a certified copy of a resolution by the Board of Directors of AERO MANUFACTURES, INC., an Arizona corporation, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.

6. Furnish statement of identity from Buyer.

WARRANTY DEED
EL MOLINO PLACE

KNOW ALL MEN BY THESE PRESENTS:

That the PHOENIX TITLE AND TRUST COMPANY, a corporation, of Maricopa County, Arizona, Grantee, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by NONA LEE BRUCE, a single woman, of Honolulu, Hawaii, hereinafter called the Grantee, and of TEN and no/100 DOLLARS to it in hand paid by said Grantee, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said Grantee all that certain piece or parcel of land situated in the County of Maricopa, State of Arizona, described as follows, to-wit:

LOT TWENTY (20) BLOCK FIVE (5) in EL MOLINO PLACE according to the maps or plat of said EL MOLINO PLACE recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, Page 4 thereof; together with all rights and privileges appurtenant or to become appurtenant to said property by virtue of the subscription of said property for shares of the capital stock of the Salt River Valley Water Users' Association and subject to all the terms, conditions and liabilities incident thereto.

The Grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee her heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that EL MOLINO PLACE within which the above described premises are situated, and of which they constitute a part, has been platted and laid out as a choice and attractive residence addition; that until the year 1949 the said property shall be used for dwelling houses only (except that lots facing on the Boulevard Street and Washington Boulevard are declared to be business property and may be used for business purposes); that no buildings other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house used or occupied as such for the care or entertainment of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the line of wall of any house or other building built on any dwelling house lot shall not be closer than 25 feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $7000.00 and of any business building not less than $2500.00; provided, however, that no garage or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used primarily for advertising purposes shall be placed or permitted on said premises; except that this restriction shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or for rent; that no part of said premises shall ever be conveyed, transferred, let or demised or any person or persons other than of the Caucasian race; that the Grantor herein shall insert substantially like covenants and conditions in all subsequent transfers of such lots; that the foregoing covenants and restrictions run with the land and upon the breach of any one thereof the property shall revert to the Grantor, its successors or assigns; that if there shall be a violation of any of said covenants or restrictions, then the Grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of the land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the Grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been of record prior to the time when the right to bring such action of forfeiture shall have accrued; but, provided, further, that the mortgagee or his successors in interest, whether by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained, hold invalid or void, such invalidity or voidness of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

The said Grantee for herself, her heirs executors, administrators and assigns, hereby covenants and agrees to be bound by and to keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor herein, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever, lawfully claiming or to claim the same or any part thereof so long as the conditions and stipulations herein contained are kept, and no longer, except as against rights of way for canals, laterals and ditches; All unpaid assessments of the Salt River Valley Water Users' Association; and tax liens, paving liens and assessments of any kind chargeable against said property, becoming due and payable subsequent to Dec. 31, 1931, which tax liens, paving liens and assessments the Grantee hereby agrees to pay.

IN WITNESS WHEREOF the said Grantor has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its Vice-President and its Secretary, thereunto duly authorized, and these presents have been signed by the said Grantee on this 16th day of December, A.D. 1932.

PHOENIX TITLE AND TRUST COMPANY, GRANTOR,

Indexed, Filed, Cancelled. (Corp. Seal)

By H. L. Hartley, Vice-President.
Attest: L. J. Taylor, Secretary. K.M.C.

Nona Lee Bruce
Nona Lee Bruce

STATE OF ARIZONA,
COUNTY OF MARICOPA, ss.

On this day, Dorthea E. Kite, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared H. L. Hartley and L. J. Taylor known to me to be the persons whose names are subscribed to the foregoing instrument as Vice-President and Secretary, respectively, of the PHOENIX TITLE AND TRUST COMPANY, and as such Vice-President and Secretary, acknowledged to me that they executed the same for said Corporation, as Trustee, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office, this 16th day of Dec. A.D. 1932.

My Commission expires July 29, 19[illegible]. (SEAL) Dorthea E. Kite, Notary Public.

WHEREAS, the said party of the second part thereupon paid to the Sheriff of Maricopa County the sum of $6 [illegible] by [illegible] aforesaid, and the said Sheriff thereupon made and issued his certificate of sale in duplicate [illegible] the form of law, and delivered one copy thereof to the said purchaser and caused the other thereof to [illegible] in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, more than six months have elapsed since the date of said sale, and no redemption has been made of the premises so sold as aforesaid by or on behalf of the judgment debtors or by or on behalf of any other [illegible] and no notice of intention to redeem having been given by any lien holder, creditor or other person, [illegible] entitled to redeem as provided by law,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, as Sheriff of the County of Maricopa, in the State of Arizona, and in order to carry into effect the sale so made by him in pursuance of said judgment and decree and special execution and order of sale, and in conformity with the statute in such case made and provided, and in consideration of the premises and the sum of Sixty-Four Hundred Eighteen and 75/100 Dollars ($6418.75), so bid and paid by said purchaser to said party of the first part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said party of the second part, her heirs, executors, administrators and assigns, forever, all that certain piece or parcel of land lying and being in the County of Maricopa, State of Arizona, and more particularly described as follows, to-wit:

The Southwest quarter (¼) of Section Twenty-eight (28), Township Three (3) North, Range One (1) East of the G.&S.R.B.&M. EXCEPT the West 5 feet and the South 5 feet for road purposes; and EXCEPT rights of way for canals, laterals and ditches.

together with all right, title, claim and interest which the said defendants Georgia Leigh Caldwell, Jackson Parks as administrator with the will annexed of the estate of George L. Johnson, deceased, Phoenix Land & Investment Company, a corporation, Phoenix Investment & Development Company, a corporation, U.S. Davis and Fannie Davis, his wife, had therein on the 5th day of April, 1928, or which they or any of them or any person claiming under them may have since acquired.

TO HAVE AND TO HOLD, all and singular, the said premises, property and interest hereby conveyed or intended so to be, to either with the appurtenances, unto the said party of the second part, her heirs, executors, administrators and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part, as Sheriff of Maricopa County, State of Arizona, has hereunto set his hand and seal the day and year first above written.

J. Lee Fuller
As Sheriff of Maricopa County,
State of Arizona

STATE OF ARIZONA
ss
County of Maricopa

The foregoing instrument was acknowledged before me this 21st day of October, 1932, by J. Lee Fuller as Sheriff of the County of Maricopa, State of Arizona.

WITNESS my hand and Notarial Seal the day and year in this certificate written.

C. L. Yakeley
Notary Public

(Se-1)
My commission expires
Dec. 21, 1934

Filed and recorded at the request of Armstrong-Irmer et al Oct. 24, 1932 at 9:17 P.M.
#72192

W. H. Linville, County Recorder
By R. P. Lenny, Deputy Recorder

UHS
LT

WARRANTY DEED Book 270 Pg. 33-34
El Molino Place

KNOW ALL MEN BY THESE PRESENTS:
That the Phoenix Title and Trust Company, a corporation, of Maricopa County, Arizona, Trustee, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by Fred Tritt and Lillie Tritt, husband and wife, of Phoenix, Maricopa County, Arizona, hereinafter called the Grantee, and of Ten and no/100 Dollars to it in hand paid by said Grantee, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey unto the said Grantee all that certain piece or parcel of land situated in the County of Maricopa, State of Arizona, described as follows, to-wit:

PARCEL No. 1: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 19, and 22, Block 1; Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 2; Lots 3, 5, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 3; Lots 1, 2, 3, 10, 14, 17, 18 and 20, Block 4; Lots 1, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15 and 22, Block 5; Lots 1, 3, 10, 11, 12, 13, 14, 17, 18, 19, 21, 22, 23, 24 and 25, Block 6, El Molino Place, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, Page 1, thereof;

PARCEL No. 2: All that part of the West Half (W½) of the Northeast Quarter (NE¼) of Section 11, Township 1 North, Range 3 East of the Gila and Salt River Base and Meridian, lying South (S) of the South (S) line of Washington Blvd., as the said Washington Blvd. is shown on that certain plat recorded in Book 3 of Maps, Page 11, records of Maricopa County, Arizona;

together with all rights and privileges appurtenant or to become appurtenant to said lands by virtue of the subscription of said lands for shares of the capital stock of the Salt River Valley Water Users' Association, or by virtue of any future Right application for Water Rights for all or any portion of said lands in the Salt River Project of the United States Reclamation Service, and subject to all the terms, conditions and liabilities incident thereto.

The Grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee, their heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that El Molino Place within which the above described premises are situated, and of which they constitute a part, has been platted and laid out as a choice and attractive residence

additions that until the year 1973 the said property shall be used for dwelling houses only (except that lots facing on Van Buren Street and Washington Boulevard are declared to be business property and may be used for business purposes); that no building other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house used or occupied as such for the care or accommodation of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the lines or walls of any house or other building built on any dwelling house lot shall not be closer than 25 feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $2000.00 and of any business building not less than $3000.00; provided, however, that no garage or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used solely for advertising purposes shall be placed or permitted on said premises; except that this restriction shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or rent; that no part of said premises shall ever be conveyed, transferred, let or demised to any person or persons other than of the Caucasian race; that the Grantee herein shall insert substantially like covenants and conditions in all subsequent transfers of such lots; that the said covenants and restrictions run with the land and upon the breach of any one thereof the property shall revert to the Grantor, its successors or assigns; that if there shall be a violation of any of said covenants and restrictions, then the Grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of said land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the Grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been or shall hereafter be made prior to the time when the right to bring such action of forfeiture shall have accrued; but provided, further, that such mortgagee or his successors in interest, whether by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained be held invalid or void, such invalidity or voidness of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

The said Grantee, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree to be bound by and keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor herein, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, so long as the conditions and stipulations herein contained are kept, and no longer, except as against rights of way for canals, laterals and ditches; Right of way 50 feet wide across the South end of Parcel No. 2 as conveyed to Phoenix & Eastern Railroad Company by that certain Deed recorded in Book 58 of Deeds, Page 427, records of Maricopa County, Arizona; All unpaid taxes against said property; all unpaid assessments of Salt River Valley Water Users' Assn. and all other liens and assessments of any kind chargeable against said property, becoming due and payable subsequent to December 31, 1932, which tax liens, paving liens and assessments the Grantee herein agrees to pay.

IN WITNESS WHEREOF the said Grantor has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its Vice-President and its Secretary thereunto duly authorized, and these presents have been signed by the said Grantee, on this 17th day of October, A.D. 1932.

Phoenix Title and Trust Company, Trustee,
By Thos. Clements
Vice-President.
Attest L.J. Taylor
Secretary.

(Corporate Seal)

$1.00 I.R.S. Cancelled

Fred Tait
Addie R. Tait

COUNTY OF MARICOPA,
ss.
STATE OF ARIZONA,

Before me, Albert L. Clark, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared Thos. Clements and L.J. Taylor known to me to be the persons whose names are subscribed to the foregoing instrument as Vice-President and Secretary, respectively, of the Phoenix Title and Trust Company, a corporation, and acknowledged that they executed the same for said Corporation, as Trustee, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office this 17th day of October, A.D. 1932.

(Seal)
My commission expires Jan. 2, 1934.

Albert L. Clark
Notary Public.

Filed for record at the request of Phoenix Title and Trust Company October 18, 1932 at 9:00 A.M.
J.M. Linville, County Recorder
By R.F. Sauer, Deputy Recorder

JHS
9 9

[illegible]

WARRANTY DEED
EL MOLINO PLACE

KNOW ALL MEN BY THESE PRESENTS:

That the PHOENIX TITLE AND TRUST COMPANY, a corporation, of Maricopa County, Arizona, Trustee, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by FRED TAIT and ADDIE TAIT, husband and wife, of Phoenix, Maricopa County, Arizona, hereinafter called the Grantee, and of TEN and NO/100 Dollars to it in hand paid by said Grantee, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the said Grantee, all that certain piece or parcel of land situated in the County of Maricopa, State of Arizona, described as follows, to-wit:

Lots 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 19 and 22, in Block 1;

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24 and 26, in Block 2;

Lots 3, 5, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 3;

Lots 1, 2, 3, 10, 14, 17, 18 and 20, in Block 4;

Lots 1, 3, 5, 7, 9, 10, 11, 12, 13, 14, 16, and 15, in Block 5;

Lots 5, 9, 10, 11, 12, 13, 14, 17, 19, 21, 23 and 25, in Block 6;

All in EL MOLINO PLACE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, page 4 thereof;

EXCEPT rights of way for canals, laterals and ditches.

together with all rights and privileges appurtenant or to become appurtenant to said property by virtue of the subscription of said property for shares of the capital stock of the Salt River Valley Water Users' Association and subject to all the terms, conditions and liabilities incident thereto, and liabilities on account of inclusion within S. R. P. Agricultural Improvement and Power District.

The Grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantees, their heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that EL MOLINO PLACE within which the above described premises are situated and of which they constitute a part, has been platted and laid out as a choice and attractive residence addition; that until the year 1989 the said property shall be used for dwelling houses only (except that lots facing on Van Buren Street and Washington Boulevard are declared to be business property and may be used for business purposes); that no buildings other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house used or occupied as such for the care or entertainment of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the distance walls of any house or other building built on any dwelling house lot shall not be closer than 25 feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $2000.00 and of any business building not less than $[illegible]; provided, however, that no garage or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used solely for advertising purposes shall be placed or permitted on said premises; except that this covenant shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or for rent; that no part of said premises shall ever be conveyed, transferred, let or demised to any person or persons other than of the Caucasian race; that the Grantor herein shall insert in all subsequent transfers of such lots; that the foregoing covenants and restrictions run with the land and upon the breach of any one thereof, the property shall revert to the Grantor, its successors or assigns; that if there shall be a violation of any of said covenants or restrictions, then the Grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of the land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the Grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been of record prior to the time when the right to bring such action of forfeiture shall have accrued; but, provided, further, that the mortgagee or lien claimant of such interest, whether by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained be held invalid or void, such invalidity or voidness of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

The said Grantees for themselves, their heirs, executors, administrators and assigns, hereby covenants and agrees to be bound by and to keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor herein, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as the conditions and stipulations herein contained are kept, and no longer, except as against all state and county taxes and other liens and encumbrances of record, and subject to Easement as recorded in Book 270 of Deeds, page 439, records of Maricopa County, Arizona, and tax liens, paving liens and assessments of any kind chargeable against said property, including assessments of the Salt River Valley Water Users' Association, which tax liens, paving liens and assessments the Grantee hereby agrees to pay.

IN WITNESS WHEREOF the said Grantor has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its Vice-President and its Assistant Secretary, thereunto duly authorized, and these presents have been signed by the said Grantor on this 30th day of June, A. D. 1939.

(CORPORATE SEAL)

Deed in Cestui Que Trust from Trustee,
No Revenue Stamps required.)

PHOENIX TITLE AND TRUST COMPANY, Trustee,
By M. L. [illegible], Vice-President.
Attest: [illegible], Assistant Secretary.

The Grantees in the foregoing deed, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree to be bound by and to keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

Fred Tait
Addie Tait
Grantees

County of Maricopa,
State of Arizona, ss.

Before me, Gordon Wallace, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared H. L. Hartley and Geo. F. Forbes known to me to be the persons whose names are subscribed to the foregoing instrument as Vice-President and Ass't Secretary, respectively, of the PHOENIX TITLE AND TRUST COMPANY, and as such Vice-President and Ass't Secretary, acknowledged to me that they executed the same for said Corporation, as Trustee, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office, this 5 day of July, A. D. 1935.

(SEAL)
My commission expires March 23, 1940.

Gordon Wallace,
Notary Public.

Filed and recorded at request of Phoenix Title and Trust Co., Jul 15 1935 at 9:00 A. M.

W. H. LINVILLE, County Recorder,
By Roger O. Lavona, Deputy.

COMPARED
Book 90 Page 77
Index 81

#1(93)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That FRED TAIT and ADDIE TAIT, husband and wife, of the County of Maricopa, State of Arizona, for and in consideration of TEN and No/100 Dollars, to them in hand paid by Phoenix Title and Trust Company, a corporation of Maricopa County Arizona, Trustee, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Phoenix Title and Trust Company, Trustee, to hold, sell and convey, mortgage or pledge the property hereby conveyed and hereinafter described, or otherwise to handle the said property in the same manner as though the Phoenix Title and Trust Company held the said property in fee simple and not as Trustee; including therein full power and authority to plat into blocks, lots, tracts, parks, streets and alleys or otherwise, the property hereby conveyed and hereinafter described, and to dedicate portions thereof as parks, streets and alleys, or otherwise, to the public use; and including full power to sell and convey the property hereby conveyed and hereinafter described, or any part thereof upon such terms as said Trustee shall designate; and to make, execute and deliver deeds thereof, in the name of said Phoenix Title and Trust Company, Trustee; and to do all further acts and things necessary or incidental for the carrying out of the above purposes, all that property situate in Maricopa County, State of Arizona, and described as follows, to-wit:

Lots 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 19 and 22, in Block 1;

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24 and 26, in Block 2;

Lots 1, 2, 6, 7, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, in Block 3;

Lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 14, 17, 18, 19, 20 and 21, in Block 4;

Lots 1, 2, 5, 7, 9, 10, 11, 12, 13, 14, 16, 18 and 22, in Block 5;

Lots 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 21, 23 and 25, in Block 6;

All in EL MOLINO PLACE, according to the map or plat of said EL MOLINO PLACE recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 10 of Maps, page [illegible] thereof.

The [illegible] hereby grant, sell and convey said property subject to the restrictions, reservations and limitations contained in that certain Deed recorded in Book 370 of Deeds, page 33, and that certain Deed dated June 30, 1934, and filed for record July 10, 1934, in the office of the County Recorder of Maricopa County, Arizona; and subject to certain easement for [illegible] as conveyed by Easement recorded in Book 370 of Deeds, page 539, records of Maricopa County, Arizona; and subject to all state and county tax liens and other liens and encumbrances of record.

[illegible] all rights and privileges appurtenant or to become appurtenant to said property by virtue of the subscription of said property for shares of the capital stock of the Salt River Valley Water Users' Association, and [illegible] terms, conditions and liabilities incident thereto, and liabilities on account of inclusion of [illegible] in the S. R. V. Agricultural Improvement and Power District.

[illegible] TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances [illegible] said Phoenix Title and Trust Company, Trustee, its successors and assigns forever.

[illegible] and between the parties hereto that the conveyance of the legal title to the property [illegible] Trustee shall not operate to extinguish any mortgages or encumbrances on said property but the legal title [illegible] to revest in the Phoenix Title and Trust Company, Trustee, free and clear of any encumbrances [illegible] shall be made in fee as a valid lien or liens on said premises until released of record.

[illegible]led and recorded at request of Ross Jennings, Jan. 30, 2:40 P. M. 1940.

Roger G. Laveen, County Recorder
By Clyde Laird, Deputy.

COMPARED
[illegible]

[illegible]

SPECIAL WARRANTY DEED

[illegible] ALL MEN BY THESE PRESENTS:

That the Phoenix Title and Trust Company, a corporation of the County of Maricopa, State of Arizona, [illegible], grantor herein, for and in consideration of Ten and No/100 Dollars, to it in hand paid by ROY M. TAIT and [illegible] TAIT, husband and wife, of Phoenix, County of Maricopa, State of Arizona, grantee herein, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said grantee, their heirs and assigns all that certain premises situate in the County of Maricopa, State of Arizona, described as follows, to-wit:

> Lot Twenty-two (22), Block Five (5), EL MOLINO PLACE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, page 4 thereof.

Together with all rights and privileges appurtenant or to become appurtenant to said lands by virtue of the subscription of said lands for shares of the capital stock of the Salt River Valley Water Users' Association or by virtue of any Inter Right Application for Water Rights for all or any portion of said lands in the Salt River Project of the United States Reclamation Service, and subject to all the terms, conditions and liabilities incident thereto, and subject to any liabilities or obligations imposed upon said lands by reason of the inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said grantee, their heirs and assigns forever.

And the grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the grantor herein and no other, all and singular, the premises unto the said grantee, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

The grantee, however, takes title to the property conveyed hereby with the understanding that it is subject to the following: rights of way for canals, laterals and ditches; all taxes and other assessments chargeable against said property, for the second half of the assessment for the year 1939; and restrictions and reservations as follows:

The grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee, their heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that EL MOLINO PLACE within which the above described premises are situated, and of which they constitute a part, has been platted and laid out as a choice and attractive residence addition; that until the year 1949 the said property shall be used for dwelling houses only (except that lots facing on Van Buren Street and Washington Boulevard are declared to be business property and may be used for business purposes); that no buildings other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house used or occupied as such for the care or entertainment of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the lines or walls of any house or other building built on any dwelling house lot shall not be closer than 25 feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $2000.00 and of any business building not less than $2500.00; provided, however, that no garage or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used solely for advertising purposes shall be placed or permitted on said premises; except that this restriction shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or for rent; that no part of said premises shall ever be conveyed, transferred, let or demised to any person or persons other than of the Caucasian race; that the Grantor herein shall insert substantially like covenants and conditions in all subsequent transfers of such lots; that the foregoing covenants and restrictions run with the land and upon the breach of any one thereof the property shall revert to the grantor, its successors or assigns; that if there shall be a violation of any of said covenants or restrictions, then the Grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of the land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the Grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been of record prior to the time when the right to bring such action of forfeiture shall have accrued; but, provided, further, that the mortgagee or its successors in interest, whether by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained be held invalid or void, such invalidity or voidness of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

IN WITNESS WHEREOF, the Phoenix Title and Trust Company, Trustee, has hereunto caused its corporate name to be signed by its corporate seal to be affixed, and the same to be attested by the signatures of its Vice-President and Assistant Secretary thereunto duly authorized, this 14th day of January, A. D. 1940.

[illegible]
[illegible]
[illegible]

PHOENIX TITLE AND TRUST COMPANY, Trustee,
By E. L. Hartley, Vice-President.
Attest: John H. Clements, Assistant Secretary. SEAL

[illegible]
[illegible]

[illegible], a Notary Public in and for said Maricopa County, State of Arizona, on this [illegible] E. L. Hartley and John H. Clements known to me to be the persons whose names are subscribed [illegible] instrument as Vice-President and Assistant Secretary, respectively, of the PHOENIX TITLE AND [illegible] and [illegible] Vice-President and Assistant Secretary, acknowledged to me that they executed the same [illegible], for the purposes and consideration therein expressed, as the free act and deed [illegible] and by virtue of them voluntarily created.

Given under my hand and seal of office, this 17th day of January, A. D. 1940.

(SEAL) Gordon Ballace, Notary Public.
My commission expires March 23, 1940.

Filed and recorded at request of Roy M. Tait, Jan. 30, 2:40 P. M. 1940.

Roger C. Laveen, County Recorder,
By Milo LeBaron, Deputy.

#2924 COMPARED Book 10 Page 77

ididididididididididididi

QUITCLAIM DEED

FOR THE CONSIDERATION OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, the undersigned INEZ W. CAMPBELL, a widow, Grantor hereby quitclaim to CITY OF PHOENIX, a municipal corporation Grantee all of her interest in and to the following described property situated in the County of Maricopa, State of Arizona:

Lots 7 and 8, Block 1, White's Subdivision, an addition to the City of Phoenix, Arizona, according to the map of record in Book 15 of Maps, page 7.

TO HAVE AND TO HOLD the same to the grantee its heirs or assigns forever.

Dated the 29th day of January, 1940.

(No I. R. S. required. Consideration less than $100.00)

Inez W. Campbell

County of Maricopa
In the
State of Arizona

THE FOREGOING was acknowledged before me this 29th day of January 1940 by INEZ W. CAMPBELL, a widow.

Frank Kelly,
Notary Public.

(SEAL)
My commission will expire August 6, 1942.

Filed and recorded at request of City of Phoenix, Jan. 30, 3:21 P. M. 1940.

Roger C. Laveen, County Recorder.
By Clyde Laird, Deputy.

#2931 COMPARED Book 10 Page 77

ididididididididididididi

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That MARTIN NEVILLE and wife, KATHERINE KEIF NEVILLE, of Washington County, Tennessee, for and in consideration of the sum of TWO HUNDRED AND NO/100 ($200.00) DOLLARS, to them in hand paid by JOSEPH F. SCHMID and wife, GAIL SCHMID, of Maricopa County, Phoenix, Arizona, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Joseph F. Schmid and wife, Gail Schmid, all that certain premises described as follows, viz:

Lot twenty three (23) of Block two (2) Norwath Place, a Subdivision according to the map or plat on file and of record in the office of the Recorder of Maricopa County, Arizona in Book 14 of Maps at page 43 thereof, all in said Maricopa County.

Subject to an agreement not to convey to any person or persons of African race or descent.

The above described property was conveyed to Martin Neville and wife, Katherine Keif Neville by deed dated March 20th, 1930, from Mary E. Schmid, a widow, and of record in the office of the County Recorder of Maricopa County, Arizona, in Deed Book No. 341, Page 270, to which deed reference is here made.

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereunto belonging unto the said Joseph Schmid and wife, Gail Schmid, their heirs and assigns forever.

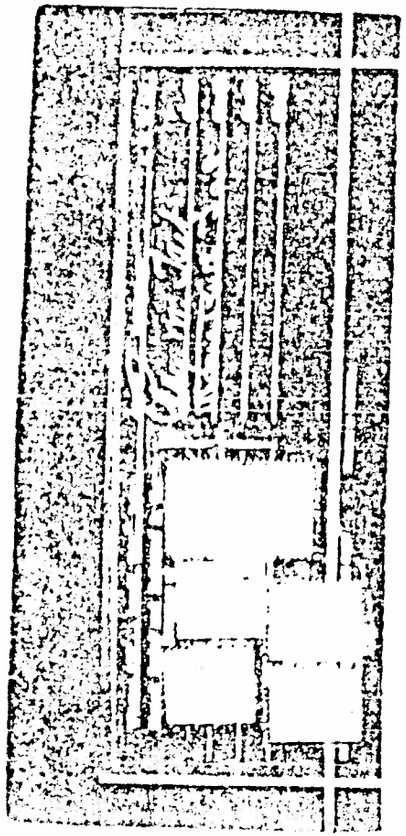
And we hereby bind ourselves, and our heirs, executors and administrators to warrant and forever defend, all and singular, the premises unto the said Joseph Schmid and wife, Gail Schmid, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

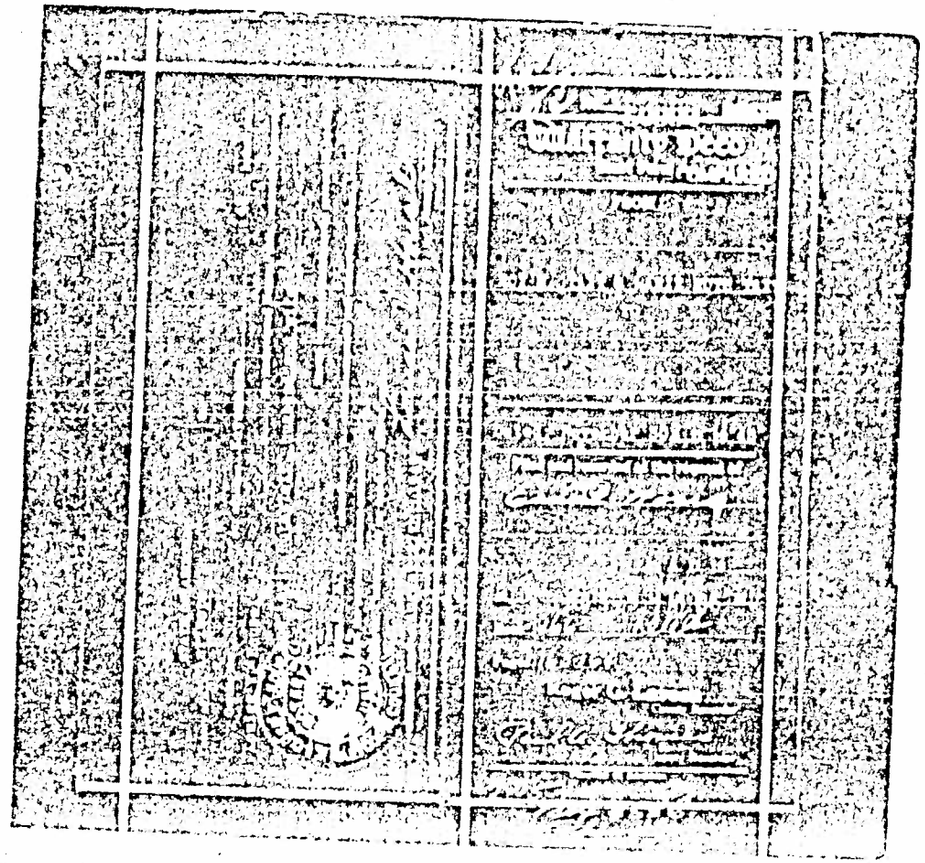
[illegible] this [illegible] day of July, 1939.

Martin Neville
Katherine Keif Neville

(No I.R.S. required)

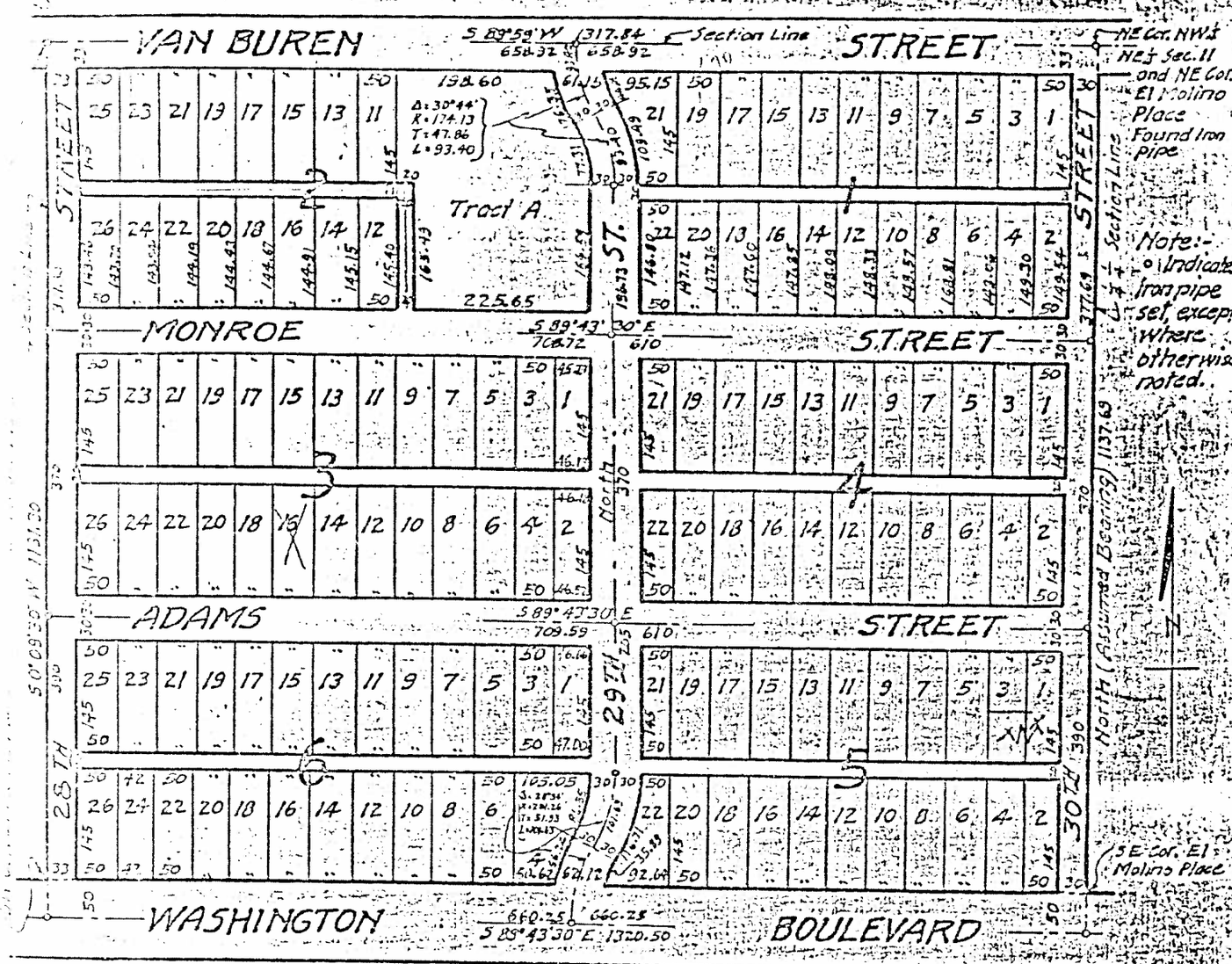
State of Tennessee,
County of [illegible]





EL MOLINO PLACE

SUBDIVISION OF A PORTION OF NW¼ NE¼ SEC. 11 – T. 1 N. R. 3 E., MARICOPA COUNTY, ARIZONA
ELMQUIST & MADDOCK, ENGINEERS JOB 409 – OCT. 1928 – SCALE 1 IN. = 80 FT. – MAP D 400
(Reduced)



Know All Men By These Presents:–

That the Phoenix Title and Trust Company, Trustee, has subdivided under the name of El Molino Place that portion of the NW¼ of the NE¼ of Section 11, Township 1 North, Range 3 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying north of Washington Boulevard (Maricopa County Records, Book 3 of Road Maps, Page 11)

And hereby publishes the accompanying plat as and for the plat of said El Molino Place, and hereby declares that said plat sets forth the location and gives the measurements and dimensions of each lot, block, tract, street and alley constituting said El Molino Place, and that each lot and block therein shall be designated by the number, each tract by the letter, and each street by the name that is given to each respective in said plat and the Phoenix Title and Trust Company Tr., hereby dedicates to the public, for the use and benefit of the public, all streets and alleys in said El Molino Place.

In witness whereof the Phoenix Title and Trust Company, Trustee, this 19th day of October 1928, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of H. B. Wilkinson, its Vice President, and L. J. Taylor its Secretary, thereunto duly authorized.

PHOENIX TITLE AND TRUST COMPANY TRUSTEE

L. J. Taylor Secretary H. B. Wilkinson Vice President

State of Arizona } ss
County of Maricopa }

Before me K. T. Palmer a Notary Public in and for the County of Maricopa, on this day personally appeared H. B. Wilkinson and L. J. Taylor, whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, of the Phoenix Title and Trust Company, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

(Seal) Given under my hand and seal of office this 19th day of October 1928.

My commission expires June 7, 1932.

K. T. Palmer Notary Public

I hereby certify that this is a true and correct plat of El Molino Place as surveyed under my direction during October 1928.

E. N. Holmquist Registered Professional Engineer

Approved by the Board of Supervisors of Maricopa County, Arizona, this 5th day of Nov. 1928.

(Seal) S. K. Phillips Chairman

Jno. B. White Clerk

Filed and recorded in the office of the Co. Recorder of Maricopa Co., Ariz. at 4:20 P.M. on Nov. 5, 1928 in Bk. 20 of Maps, P. 4

37268

3. The Maker and any guarantors of this Note make an assignment for the benefit of creditors, an application for the appointment of a receiver, files or has filed against it a voluntary or involuntary petition in bankruptcy, or admits in writing of an inability to pay its debts generally as they become due.

In the event that the entire remaining principal balance, together with accrued interest, is declared immediately due and payable by payee as provided for above, the remaining principal balance shall at such time be reduced to the present value of the monthly payments which would otherwise remain due and owing under this Note but for such acceleration, using a discount rate of six percent (6%) per annum for the period over which such monthly payments would otherwise be due and payable. Such adjusted balance shall bear interest at the rate of eight percent (8%) per annum until paid.

Maker promises to pay all costs and expenses of collection, including reasonable attorneys' fees, in the event this Note or any portion thereof is placed in the hands of attorneys for collection and such collection is effectuated without suit. The Maker also promises to pay a reasonable attorneys' fee as determined by the court and all other costs, expenses and fees in the event suit is instituted to collect this Note or any portion thereof. It is expressly agreed that the acceptance by payee of any performance which does not comply strictly with the terms of this Note shall not be deemed to be a waiver of any right of payee hereunder.

This Note is non-negotiable.

This Note is secured by a Letter of Credit.

FLEETWOOD MACHINE PRODUCTS, INC. MWC

By_____
MILWOOD COOKE, President

GUARANTY

TO: DOLAN ALEXANDER

FOR VALUABLE CONSIDERATION, the undersigned (hereinafter collectively called "Guarantor") jointly and severally unconditionally guaranty to DOLAN ALEXANDER (hereinafter called "Alexander") the payment by FLEETWOOD MACHINE PRODUCTS, INC., a California corporation (hereinafter called "Fleetwood"), of any and all sums due and owing by Fleetwood to Alexander under that certain Promissory Note, dated April ___, 1978, in the principal amount of $190,000.00 (hereinafter called the "Note").

The obligations hereunder are joint and several, and independent of the obligations of Fleetwood, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Fleetwood or whether Fleetwood is joined in any such action or actions.

Guarantor authorizes Alexander, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, compromise, extend or otherwise defer the time for payment of or decrease of the rate of interest thereon; and (b) take and hold security for the payment of this Guaranty or the Note guaranteed hereby, and exchange, enforce, waive or release any such security.

In the event of default on the Note, any indebtedness of Fleetwood now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Fleetwood to Alexander; and such indebtedness of Fleetwood to Guarantor if Alexander so requests shall be collected, enforced and received by Guarantor as trustee for Alexander and be paid over to Alexander on account of the obligations owed under the Note but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty (except to the extent that the indebtedness owed under the Note is reduced).

MWC

EXHIBIT C

Guarantor agrees to pay a reasonable attorneys' fee and all other costs and expenses which may be incurred by Alexander in the enforcement of this Guaranty.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guaranty this ____ day of April, 1978. MWC

MILWOOD COOKE

MILDRED COOKE

DT 12853 PG 936

STATE OF ARIZONA, } ss. I hereby certify that the within instrument was filed and recorded
County of MARICOPA }
APR 21 1978 -8 00 In DOCKET 12853 - 936 and indexed in deeds,

Fee No. DEED 130829

at the request of ARIZONA TITLE INS. & TRUST CO.

When recorded, mail to
NEAL KURN
234 North Central, #800
Phoenix, Arizona 85004

Witness my hand and official seal.
TOM FREESTONE, County Recorder
By R J Montemayor Deputy Recorder

Compared
Photostated
Fee: 5.00

Order No. 201-02-387761BC

WARRANTY DEED

For the consideration of Ten and 00/100 Dollars, and other valuable considerations, I or we,
AERO MANUFACTURERS, INC., an Arizona corporation, the GRANTORS

do hereby convey to
MILWOOD COOKE and MILDRED COOKE, his wife the GRANTEES
the following described real property situate in Maricopa County, Arizona:

Lots 18, 20 and 22, Block 5, EL MOLINO PLACE, per map recorded in Book 20, Page 4 of Maps, in the office of the County Recorder of said County.

MARICOPA COUNTY RECORDER ARIZONA

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

And the Grantor___ do es warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 20th day of April, 1978.

AERO MANUFACTURERS, INC.
By Dolan W. Alexander
DOLAN W. ALEXANDER, President

STATE OF ARIZONA } ss. This instrument was acknowledged before me this 20th day of
County of Maricopa }
April, 1978 by the Grantors AERO MANUFACTURERS, INC. an Arizona corporation, by DOLAN W. ALEXANDER, in his capacity as President of said corporation.

Neal Kurn
Notary Public

My commission will expire 11/29/78

STATE OF ARIZONA } ss. This instrument was acknowledged before me this day of
County of }
by the Grantors

Notary Public

My commission will expire

ATI Form 6051

ARIZONA TITLE

POLICY OF TITLE INSURANCE

ISSUED BY

Arizona Title Insurance and Trust Company

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorney's fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
   a. usury, or
   b. any consumer credit protection or truth in lending law;
6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

In Witness Whereof, Arizona Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date shown in SCHEDULE A.

ARIZONA TITLE INSURANCE AND TRUST COMPANY ★ INCORPORATED ★ 1892 ★ ARIZONA

Arizona Title Insurance and Trust Company

BY William J. Ross PRESIDENT

ATTEST Wilson C. Howard SECRETARY

ARIZONA TITLE

Arizona Title Insurance and Trust Company

111 WEST MONROE · PHOENIX, ARIZONA · 252-5941

May 25, 1978

Mr. and Mrs. Milwood Cooke
634 North Ruse Place
Burbank, CA REESE

Policy No. 387761

Dear — Mr. and Mrs. Cooke:

Enclosed is your Policy of Title Insurance. This policy contains important information about the Real Estate Transaction you have just completed, it is your guarantee of ownership. Please read it and retain it with your other valuable papers.

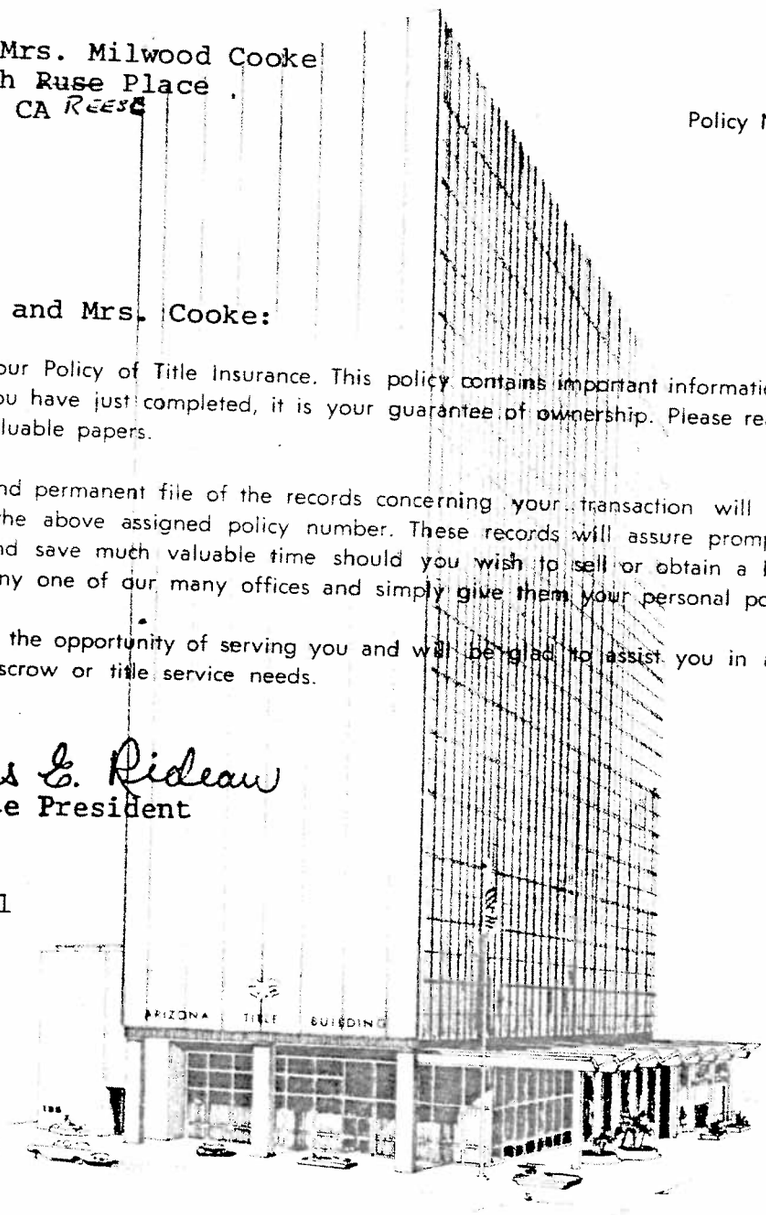
A complete and permanent file of the records concerning your transaction will be maintained in our office under the above assigned policy number. These records will assure prompt processing of future title orders and save much valuable time should you wish to sell or obtain a loan on your property. Visit or call any one of our many offices and simply give them your personal policy file number.

We appreciate the opportunity of serving you and will be glad to assist you in any way in regard to your future escrow or title service needs.

Charles E. Rideau
Vice President

Enclosure 1

dw



ATI 6009

SCHEDULE A

Amount $225,000.00

Policy No. 387761

Effective Date: April 21, 1978
To include fee #130829

INSURED

MILWOOD COOKE and MILDRED COOKE.

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

MILWOOD COOKE and MILDRED COOKE, his wife.

2. The estate or interest in the land described or referred to in this Schedule covered by this policy is:

fee

3. The land referred to in this policy is situated in Maricopa County, Arizona, and is described as:

Lots 18, 20 and 22, Block 5, EL MOLINO PLACE, per map recorded in Book 20, Page 4 of Maps, in the office of the County Recorder of said county.

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B

Part Two:

A. 1978 taxes, a lien, not yet payable.

1. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation, and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.

2. Covenants, Conditions and Restrictions in instrument recorded November 15, 1935, in Book 296 of Deeds, Page 1, (Lot 20); and recorded October 25, 1932, in Book 270 of Deeds, Page 33, and July 18, 1938, in Book 325 of Deeds, Page 333, (Lot 18); and recorded January 30, 1940, in Book 339 of Deeds, Page 226, and December 3, 1945, in Book 466 of Deeds, Page 163, (Lot 22).

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3, hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE: TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the president, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

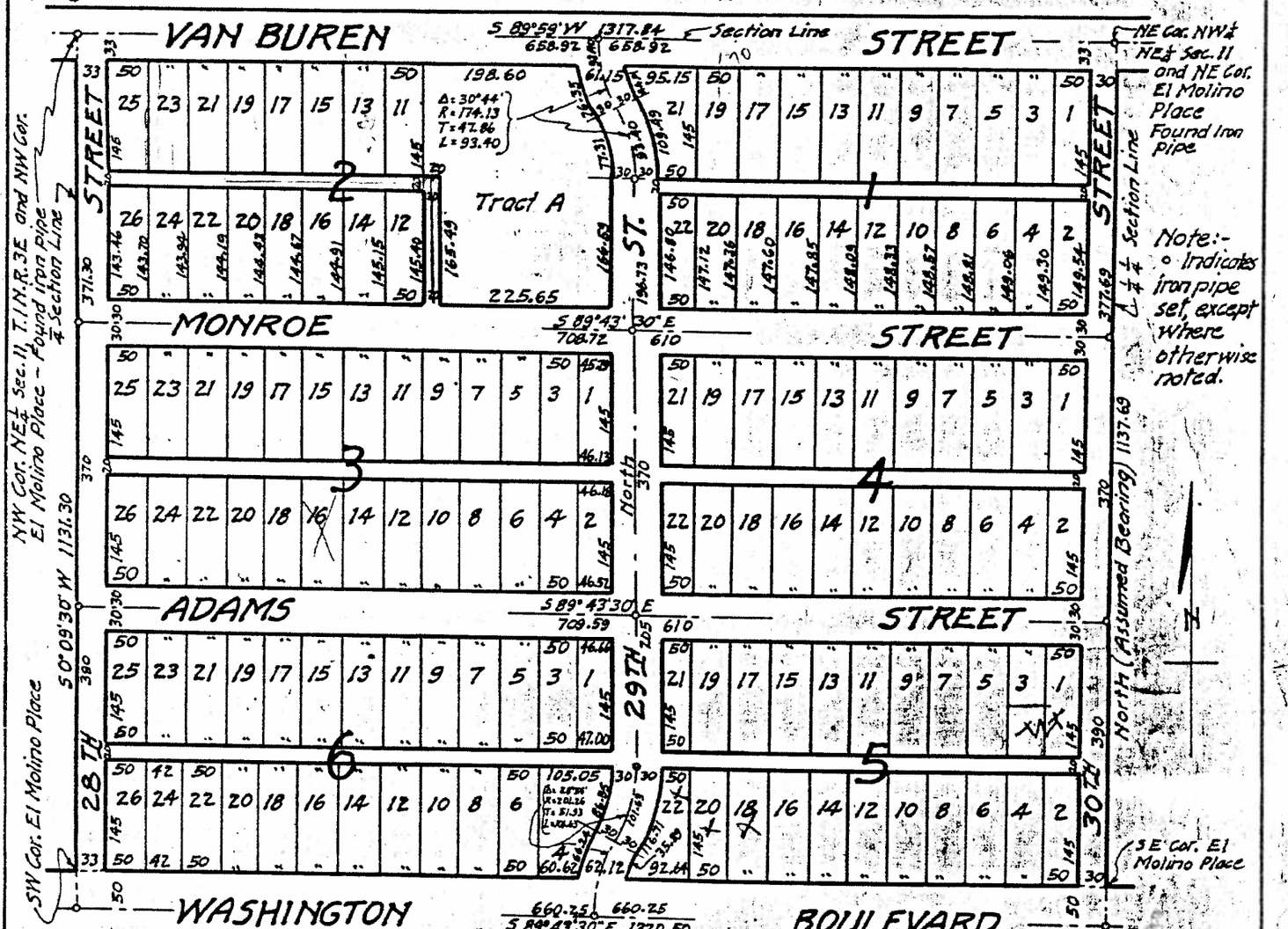
No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 111 West Monroe Street, Phoenix, Arizona 85003, or to the office which issued this policy.

EL MOLINO PLACE

A SUBDIVISION OF A PORTION OF NW¼ NE¼ SEC. 11 – T. 1 N. R. 3 E., MARICOPA COUNTY, ARIZONA
HOLMQUIST & MADDOCK, ENGINEERS. JOB 409 – OCT. 1928 – SCALE 1 IN. = 80 FT. (Reduced) – MAP D 400



Know All Men By These Presents:–

That the Phoenix Title and Trust Company, Trustee, has subdivided under the name of El Molino Place that portion of the NW¼ of the NE¼ of Section 11, Township 1 North, Range 3 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying north of Washington Boulevard (Maricopa County Records, Book 3 of Road Maps, Page 11)

And hereby publishes the accompanying plat as and for the plat of said El Molino Place, and hereby declares that said plat sets forth the location and gives the measurements and dimensions of each lot, block, tract, street and alley constituting said El Molino Place, and that each lot and block therein shall be designated by the number, each tract by the letter, and each street by the name that is given to each respectively in said plat, and the Phoenix Title and Trust Company, Tr., hereby dedicates to the public, for the use and benefit of the public, all streets and alleys in said El Molino Place.

In witness whereof the Phoenix Title and Trust Company, Trustee, this 19th day of October 1928, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of H. B. Wilkinson, its Vice President, and L. J. Taylor its Secretary, thereunto duly authorized.

(Seal) PHOENIX TITLE AND TRUST COMPANY, TRUSTEE.

L. J. Taylor Secretary — H. B. Wilkinson Vice President

State of Arizona } ss
County of Maricopa }

Before me K. T. Palmer a Notary Public in and for the County of Maricopa, on this day personally appeared H. B. Wilkinson and L. J. Taylor, whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, of the Phoenix Title and Trust Company, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

(Seal) Given under my hand and seal of office this 19th day of October 1928.

My commission expires June 7, 1932

K. T. Palmer Notary Public

I hereby certify that this is a true and correct plat of El Molino Place as surveyed under my direction during October 1928.

F. H. Holmquist Registered Professional Engineer.

Approved by the Board of Supervisors of Maricopa County, Arizona this 5th day of Nov. 1928.

(Seal) S. K. Phillips Chairman

Jno. B. White Clerk

Filed and recorded in the office of the Co. Recorder of Maricopa Co. Ariz. at 4:20 P.M. on Nov. 5, 1928 in Bk. 20 of Maps, P. 4

37268

P.O. Box 45500 San Francisco, California 94145
(Cable Address "UNIONBANK" Telex 674512)

CUSTOMER AGREEMENT

DATE ~~APRIL 9, 1979~~

AMENDMENT TO DOCUMENTARY CREDIT

NUMBER OF ISSUING BANK: 128943

NUMBER OF ADVISING BANK:

ADVISING BANK

THIS AMENDMENT HAS BEEN ADVISED DIRECTLY TO THE BENEFICIARY

ACCOUNT PARTY

FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA 91605

BENEFICIARY

DOLAN ALEXANDER
2902 EAST WASHINGTON
PHOENIX, ARIZONA 85034

Gentlemen:

The above mentioned credit is amended as follows:

AMOUNT DECREASED BY TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00 U.S. FUNDS)

EXPIRATION DATE EXTENDED TO APRIL 19, 1980

***** *** *****

THIS AMENDMENT IS APPROVED OF BY US AS WRITTEN.

By: M. W. Cooke

All other terms and conditions remained unchanged.

ADVISING BANK'S NOTIFICATION

UNION BANK

CUSTOMER'S AGREEMENT COPY

Authorized Signature

Authorized Signature

UNION BANK

☒ P.O. Box 3100, Los Angeles, California 90051
☐ P.O. Box 45500, San Francisco, California 94145
(Cable Address: "UNIONBANK" Telex 674512)

☐ CABLE TELEX OF

CUSTOMER FILE COPY 7

DATE APRIL 9, 1979

AMENDMENT TO DOCUMENTARY CREDIT

NUMBER OF ISSUING BANK: 128943

NUMBER OF ADVISING BANK:

ADVISING BANK

THIS AMENDMENT HAS BEEN ADVISED
DIRECTLY TO THE BENEFICIARY

ACCOUNT PARTY

FLEETWOOD MACHINE PRODUCTS INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA 91605

BENEFICIARY

DOLAN ALEXANDER
2902 EAST WASHINGTON
PHOENIX, ARIZONA 85034

Gentlemen:

The above mentioned credit is amended as follows:

AMOUNT DECREASED BY TWENTY FIVE THOUSAND AND NO/100 DOLLARS
($25,000.00 U.S. FUNDS)

EXPIRATION DATE EXTENDED TO APRIL 19, 1980

***** *** *****

All other terms and conditions remained unchanged.

ADVISING BANK'S NOTIFICATION

UNION BANK

CUSTOMER'S NON-NEGOTIABLE COPY

Authorized Signature

Authorized Signature

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (1974 REVISION) INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 290).

INT-693 (REV. 1-78)

UNION BANK
INTERNATIONAL BANKING DIVISION

☒ WE HAVE CHARGED YOUR ACCOUNT IN CONNECTION WITH AMENDMENT TO LETTER OF CREDIT NO 128943

☐ WE AWAIT YOUR CHECK COVERING OUR CHARGES IN CONNECTION WITH AMENDMENT TO LETTER OF CREDIT NO

COMM. 2% P.A. MIN. $25.00 PAYABLE IN ADVANCE FROM 4-19-79 TO 4-19-80 (366 DAYS) ON $125,000.00

COMMISSION TO INCREASE THE AMOUNT	$
CABLE	$
AMENDMENT COMMISSION	$ 2,541.67
AIR MAIL POSTAGE	$
TOTAL	$ 2,541.67

DEBIT

ACCOUNT NUMBER	30035-0658
FLEETWOOD MACHINE PRODUCTS, INC.	

CHARGE ACCOUNT OF

APRIL 9 1979

DATE ETC.

MADE BY

Milwood W. Cooke
634 No. Reese Place
Burbank, California 91506

January 23, 1979

Ken R. Kunes, Assessor
111 S. Third Avenue
Phoenix, Arizona 85003

Subject: Change of Address

Gentlemen:

Please correct the address on all correspondence and tax bills to read:

Cooke, Milwood & Mildred
634 No. Reese Place
Burbank, California 91506

A copy of each "Notice of Full Cash Value" is enclosed for your reference.

Very truly yours,

Milwood W. Cooke

MWC/rr

NOTICE OF FULL CASH VALUE

121-65-106 SEQ NO.269544

FROM
KEN R. KUNES, ASSESSOR
111 S. THIRD AVENUE
PHOENIX, ARIZONA 85003

PRESORT
FIRST CLASS MAIL
U.S. POSTAGE PAID
POSTCARD RATE
PHOENIX
ARIZONA
PERMIT NO. 359

THIS IS NOT A TAX BILL

TO
COOKE MILWOOD & MILDRED
634 N ~~ROSE PL~~
BURBANK CA
REESE PL
~~91505~~
91506

PLEASE NOTIFY YOUR ASSESSOR OF OWNERSHIP OR ADDRESS CHANGE

VALUES SHOWN ARE BEFORE ALLOWANCE FOR EXEMPTIONS • SEE REVERSE SIDE FOR DEFINITIONS

PROPERTY IN COUNTY MARICOPA YEAR 1979 PARCEL IDENTIFICATION BOOK 121 MAP 65 PARCEL 106 NOTICE DATE 01/15/79

	PREVIOUS YEAR VALUATION				CURRENT YEAR VALUATION			
	CLASS	FULL CASH VALUE	AT %	ASSESSED VALUE	CLASS	FULL CASH VALUE	AT %	ASSESSED VALUE
LAND	4	2,275	18.0	410	4	2,275	18.0	410
IMPRV.								
TOTAL		2,275		410		2,275		410

LEGAL DESCRIPTION SEC/TR TWNS/BLK 5 RANGE/LOT 20
EL MOLINO PL LOT 20 BLK 5 N 65'

NOTICE OF FULL CASH VALUE

121-65-104 SEQ NO.269544

FROM
KEN R. KUNES, ASSESSOR
111 S. THIRD AVENUE
PHOENIX, ARIZONA 85003

PRESORT
FIRST CLASS MAIL
U.S. POSTAGE PAID
POSTCARD RATE
PHOENIX
ARIZONA
PERMIT NO. 359

THIS IS NOT A TAX BILL

TO
COOKE MILWOOD & MILDRED
634 N ~~ROSE PL~~
BURBANK CA
REESE PL.
~~91505~~
91506

PLEASE NOTIFY YOUR ASSESSOR OF OWNERSHIP OR ADDRESS CHANGE

VALUES SHOWN ARE BEFORE ALLOWANCE FOR EXEMPTIONS • SEE REVERSE SIDE FOR DEFINITIONS

PROPERTY IN COUNTY MARICOPA YEAR 1979 PARCEL IDENTIFICATION BOOK 121 MAP 65 PARCEL 104 NOTICE DATE 01/15/79

	PREVIOUS YEAR VALUATION				CURRENT YEAR VALUATION			
	CLASS	FULL CASH VALUE	AT %	ASSESSED VALUE	CLASS	FULL CASH VALUE	AT %	ASSESSED VALUE
LAND	4	5,075	18.0	915	4	5,075	18.0	915
IMPRV.								
TOTAL		5,075		915		5,075		915

LEGAL DESCRIPTION SEC/TR TWNS/BLK 5 RANGE/LOT 18
EL MOLINO PL

ESCROW INSTRUCTIONS TO—ARIZONA TITLE INSURANCE AND TRUST COMPANY

111 West Monroe Street, Phoenix, Arizona, 85003 Phone: 252-5941 Ext. #231

Date 4/12/78 Phoenix, Arizona Escrow Officer BILL CUSICK/ckm Escrow No. 201-02-387761

AERO MANUFACTURERS, INC., an Arizona corporation,

whose address is HEREIN CALLED SELLER Phone

and

MILWOOD COOKE and MILDRED COOKE, his wife,

whose address is HEREIN CALLED BUYER Phone

hereby employ Arizona Title Insurance and Trust Company to act as Escrow Agent in connection with a sale of the hereinafter described property upon the following terms and conditions which shall be complied with by said parties on or before April 20th, 19 78 except as otherwise specified herein. (Maricopa County)

Lots 18, 20 and 22, Block 5, EL MOLINO PLACE, per map recorded in Book 20, Page 4 of Maps, in the office of the County Recorder of said County.

All items checked thus (X) under the columns headed Seller and Buyer are the obligations of same.

			SELLER	BUYER
Sales Price to be paid by Buyer	$ 225,000.00	Escrow Fee	X	X
which is represented by:		Title Policy Insuring:		
Earnest Money	$ None	Owner	X	
Cash to be deposited on or before April 17, 1978	$ 10,000.00	Lender		
		Assumption Fees		
		Transfer Fees		
Cash to be deposited on or before close	$ 215,000.00	Annual Service Fee in advance		
Encumbrance due		Brokers Commission of $ To None		
with Principal sum remaining unpaid of	$ None			
beginning with installments due				
Account No.				
Encumbrance due		Improvement Lien Assessments None		
with Principal sum remaining unpaid of	$ None	New Fire Insurance Policy Buyer to assume or obtain		
beginning with installment due		in the amount of $ new at his option direct/outside escrow		
Account No.		Recording fees shall be charged in accordance with established custom unless otherwise specified		
Any variation shall reflect in Not applicable		Seller to pay		
		The date of proration of the following items checked (X) shall be close of escrow, if any		
Any reserve funds held are to be Not applicable		☒ Taxes On 1977 tax basis		
		☐ Improvement Lien Assessments		
		☐ Irrigation Project Assessments		
		☐ Interest on Existing Encumbrances		
Balance due Seller	$ None	☐ Existing Fire Insurance Policy		
To be evidenced by		☐ Homeowner's Assessments ☒ Rents ☐ MIP		
PAYABLE AS FOLLOWS:				

The net proceeds and all future payments under the deferred balance, if any, are to be made payable to: Seller as title is held

☐ as joint tenants ☐ as community property

IF PERSONAL PROPERTY is to be transferred as a part of this transaction, a Bill of Sale will be handed to Escrow Agent for delivery to Buyer Direct/outside escrow

ADDITIONAL INSTRUCTIONS:

See Agreement For Sale Of Real Property attached hereto and by reference made a part hereof. In the event of any conflict between these Escrow Instructions and the Agreement to which these Escrow Instructions shall become a part, the provisions of the Agreement shall prevail.

Provisions on reverse side hereof are incorporated herein

AERO MANUFACTURERS, INC.

BY: Glenn W. Alexander Jr.
(Seller)

Milwood W. Cooke
(Buyer)
MILWOOD COOKE

(Seller)

(Buyer)
MILDRED COOKE

(NOT BINDING UPON ESCROW AGENT UNTIL FULLY EXECUTED AND DEPOSITED WITH ESCROW AGENT)

ATI 6293 (Rev. 4-77)

SELLER AND BUYER

1. Will deposit with Escrow Agent all documents necessary to complete the sale as established by the terms of these instructions and authorize Escrow Agent to deliver or record said documents as required herein.

2. Direct that all money payable be paid to Escrow Agent unless otherwise specified.

3. Authorize Escrow Agent to act upon any statement furnished by a lien holder or his agent, without liability or responsibility for the accuracy of such statement.

4. There shall be no responsibility upon the part of the Escrow Agent to see that the fire insurance provided for herein is renewed upon expiration, or otherwise kept in force, either during the interim and/or subsequent to the close of escrow.

5. Authorize Escrow Agent to complete necessary fire insurance endorsement requests and deliver any policies on deposit with Escrow Agent.

6. Authorize Escrow Agent to pay from available funds held by it for said purpose amounts necessary to procure documents and to pay charges and obligations necessary to consummate this transaction.

7. Direct that the disbursement of any funds shall be made by check of Escrow Agent.

8. Direct that when these instructions and all title requirements have been complied with, Escrow Agent shall deliver by recording in the appropriate public office all necessary documents, disburse all funds and issue the title insurance policy.

9. Shall indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with these instructions or any collection account arising therefrom and will pay the same on demand.

SELLER AND BUYER AGREE:

10. Grant to Escrow Agent a lien upon the property herein described and authority to reimburse and offset itself for its charges and for all damages or expenses which it may incur or sustain in connection herewith, from all of the rights, title and interest of Seller and Buyer in all of the documents and money deposited hereunder.

11. Escrow Agent or Account Servicing Agent has the right to resign upon written ten day notice; if such right is exercised, all funds and documents shall be returned to the party who deposited them.

12. If either party, elects to cancel these instructions, the party electing to cancel shall deliver to Escrow Agent a written notice demanding that the other party comply within thirteen (13) days from receipt of notice by Escrow Agent or that these instructions shall be cancelled. If other party fails to comply these instructions shall be cancelled. Escrow Agent shall:
    (a) First: Pay to the party electing to cancel any earnest money deposited, and pay other money to the party who made the deposit.
    (b) Second: Return all documents deposited to the party who delivered them, except documents executed by both Seller and Buyer, which shall be retained in the files of Escrow Agent.

13. If under these instructions a commission is to be paid to a licensed real estate broker, regardless of the provisions of paragraph (a) above, upon the cancellation of these instructions by notice the real estate broker shall receive one-half of the earnest money, not to exceed the total amount of commission. Further, the party obligated to pay the commission shall not acquiesce in any mutual cancellation without written approval of the Real Estate Broker.

14. Escrow Agent shall not accept payments under a cancellation notice, unless in cash, certified or cashiers' check or money order.

15. Should Escrow Agent be closed on any day of compliance with these instructions the requirement may be met on the next succeeding day Escrow Agent is open for business.

16. Escrow Agent shall, within three (3) days after receipt of any Notice, Demand or Declaration, send it to the party to whom it is directed by enclosing a copy of said instrument in any envelope addressed to said party at the last written address which said party shall have filed with Escrow Agent. If no written address has been filed, the notice shall be sent in care of General Delivery at the City in which the office of the Escrow Agent is located as shown on the first page of these instructions. The notice shall be deposited in the United States mail. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice shall be required.

17. Time is of the essence of any agreement to pay or perform hereunder which agreement shall remain unpaid or unperformed as of close of escrow. No payment of Buyer, Mortgagor, or Trustor of such amounts shall be received or receipted for by Escrow Agent unless all amounts due as of the date of compliance are paid unless and until written authority therefor has been delivered to Escrow Agent by the payee of said amount.

18. "Close of Escrow" shall mean the effective date of the policy of title insurance.

19. The title insurance provided for unless otherwise specified herein, shall be evidenced by the standard form of title insurance policy of Arizona Title Insurance and Trust Company on file with the Insurance Director of the State of Arizona subject to exceptions shown in the preliminary report and title insurance policy issued.

    NOTE: There are some matters for which Arizona Title Insurance and Trust Company assumes no liability, including but not limited to unrecorded liens; personal property taxes; transfer of personal property; utility charges, boundary line, location of improvements and possession; compliance with zoning, building ordinances and building restrictions; reservations and exceptions in Patents.

ACCOUNT SERVICING

20. Account Servicing Agent is hereby instructed to hold the security documents as specified herein for servicing and receive payments and remit same by its check as specified therein.

21. Should the amount provided for payment be evidenced by an Agreement for Sale, Mortgage or Deed of Trust, Seller shall deliver to Escrow Agent the proper Consumating document, release or reconveyance instrument(s) to be held by Account Servicing Agent pending payment in full of the deferred balance secured thereby.

22. The payee of future installments which may be provided for in these instructions agrees to refund any remittance made by Account Servicing Agent in reliance on a check which is subsequently dishonored.

23. Account Servicing Agent may deduct from any installments due payee, all charges, service fees, advances made, and obligations incurred by Account Servicing Agent. The payee further agrees that the service fees not paid by payor may be deducted from any installment due payee and added to the principal balance under the Agreement, Mortgage or Deed of Trust due and owing by the payor.

24. In addition to the regular escrow charges made by Escrow Agent, Seller and Buyer will pay to Account Servicing Agent for its services in receiving, accounting for, remitting funds, terminating the account and performing services in connection with the Agreement for Sale, Mortgage, or Deed of Trust provided for in these instructions, such reasonable fees as Account Servicing Agent has or may hereafter establish for the various services to be performed.

Escrow No. 201-02-387761BC

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT is entered into on this 3rd day of April, 1978, by and between AERO MANUFACTURERS, INC., an Arizona corporation ("Seller"), and MILWOOD COOKE and MILDRED COOKE, husband and wife, as community property ("Buyer").

WHEREAS, Seller owns that certain real property described as Lots 18 and 20 and 22 of Block 5 of El Molino Place, per map recorded in Book 20, page 4 of Maps, in the office of the County Recorder of Maricopa County, Arizona, which real property is hereafter referred to as the "Premises", and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Premises,

IT IS HEREBY AGREED:

1. Sale of Premises. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Premises and all improvements thereon for a total price of $225,000.00, payable in cash at the closing, as hereafter defined.

2. Title. A Preliminary Title Report for the Premises, along with copies of all documents referred to therein, are attached hereto as Exhibit A, and by this reference made a part hereof. Buyer shall have ten (10) days from the date of this Agreement in which to make written objection to any of the exceptions contained in said title report. If no such objections are made, such title report (exclusive of mortgages and assessments) shall be deemed to have been approved by Buyer. To the extent that Buyer objects to any item, Seller shall thereafter have ten (10) business days in which to give notice that Seller shall eliminate such item or to state that Seller refuses to take any action with respect to the elimination of such item. If Seller refuses to take any action with respect to the elimination of an item, Buyer shall thereafter have ten (10) business days in

which to either terminate the escrow, in which event neither party shall have any liability or obligation to the other, or to waive the objection to such item. Failure of Buyer to give written notice of termination of the transaction within such ten (10) days shall be deemed to be acceptance of the exception which Seller refuses to remove. The status of title resulting from the foregoing procedure shall hereafter be referred to as "Approved Title".

3. Escrow. The parties agree to open an escrow at Arizona Title Insurance and Trust Company (the "Escrow Agent") for the purpose of effectuating the sale of the Premises pursuant to this Agreement. Within five (5) days following the opening of such escrow, Buyer shall deposit the sum of $10,000.00 as a deposit in such escrow.

A. Seller shall deliver the following documents to the escrow holder prior to the close of escrow:

(1) A warranty deed conveying title to the Premises to Buyer.

(2) A policy of title insurance in the amount of the purchase price issued by the escrow holder showing title to the Premises to be in the name of Buyer subject to no exceptions other than those matters contained in the Approved Title.

(3) A certified copy of the resolution of Seller's Board of Directors authorizing the sale of the Premises pursuant to this Agreement.

(4) Such other documents as may reasonably be required to further effectuate this transaction.

B. Buyer shall deliver to the escrow holder prior to the close of escrow:

(1) Sufficient cash which, when combined with the deposit, shall give the escrow holder sufficient

funds with which to pay the purchase price of the Premises, Buyer's share of escrow costs and Buyer's share of any prorations that may be required.

(2) Such other documents as may reasonably be required to consummate the transaction.

4. Prorations. The following items shall be prorated as of the close of escrow:

A. Real property taxes.

B. Insurance to the extent acceptable to Buyer.

C. Expenses directly attributable to the operation of the Premises. To the extent such expenses cannot be prorated as of the close of escrow, the following procedure shall take place:

(1) Seller shall pay all bills that relate to the period prior to the close of escrow or which relate to a portion of the period prior to the close of escrow.

(2) Buyer shall pay all bills that relate solely to the period after close of escrow.

(3) Within sixty (60) days following the close of escrow, Seller shall submit to Buyer a proration schedule showing the amount, if any, that Buyer is obligated to pay as a result of sums paid by Seller with respect to the period after the close or escrow. If Buyer has expended monies relating to the operation of the Premises with respect to the period prior to the close of escrow, Buyer shall prepare and submit a schedule to Seller within said same sixty (60) day period. Any portion of the prorations that are not in dispute shall promptly be paid. Any items in dispute shall be resolved by the parties and, to the extent

they are unable to do so, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, which arbitration proceeding shall take place in Phoenix, Arizona, or such other location as is mutually acceptable to the parties.

5. Cost of Escrow. Cost of escrow shall be divided as follows:

A. Seller shall pay for the cost of a title insurance policy, revenue stamps and one-half of escrow charges.

B. Buyer shall pay for one-half of escrow charges.

C. Any remaining escrow expenses shall be divided equally.

6. Absence of Brokers. Each of the parties warrants to the other that they have not dealt with any brokers in conjunction with the sale of the Premises.

7. Condition Precedent. The sale shall close concurrent with the sale of certain assets by Seller to Fleetwood Machine Products, Inc., and completion of the foregoing transaction is a condition precedent to the closing of this transaction.

8. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, assigns and successors in interest of every kind and nature whatsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

AERO MANUFACTURERS, INC.,
an Arizona corporation

By _____
President

_____
MILWOOD COOKE

_____
MILDRED COOKE

ATI-6066 (11-68)

Bill Cusick — Home Office

Arizona Title Insurance and Trust Company

PRELIMINARY TITLE REPORT

OWNER AMOUNT $ 225,000.00

Report No. 387761

MORTGAGEE

MORTGAGE AMOUNT $

OWNER TO BE INSURED

RECEIVED
MAR 23 1978
ARIZONA TITLE INSURANCE AND TRUST COMPANY
Answered

MILWOOD COOKE

1. Title to the estate or interest covered by this report at the date hereof is vested in:

MILWOOD COOKE

2. The estate or interest in the land described or referred to herein and covered by this report is:

fee

3. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

Lots 18, 20 and 22, Block 5, EL MOLINO PLACE, per map recorded in Book 20, Page 4 of Maps, in the office of the County Recorder of said county.

Undersigned has examined the title to the land described above and will issue its Title Insurance Policy — STANDARD COVERAGE POLICY, 1968 — insuring the above named that record title is vested as shown above, subject to matters in Schedule B which is a copy of the Schedule B of such policy, provided compliance with the Requirements set forth herein has been effected to the satisfaction of undersigned and that no matters adversely affecting such title arise or become known prior to issuance of such policy.

Arizona Title Insurance and Trust Company

Search made to 3-17-78 at 7:30 AM By ROSEMARY LEWIS/bm/ext. 338

EXHIBIT A

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B

Part Two:

A. 1978 taxes, a lien not yet payable.

1. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation, and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.

2. Covenants, Conditions and Restrictions in instrument recorded November 15, 1935, in Book 296 of Deeds, Page 1, (Lot 20); and recorded October 25, 1932, in Book 270 of Deeds, Page 33, and July 18, 1938, in Book 325 of Deeds, Page 333, (Lot 18); and recorded January 30, 1940, in Book 339 of Deeds, Page 226, and December 3, 1945, in Book 466 of Deeds, Page 163, (Lot 22).

ATI-6066A (11-68)

Arizona Title Insurance and Trust Company

Preliminary Title Report No.

REQUIREMENTS:

1. All of 1977 taxes paid.
   Note: Code 0750, Book 121, Map 65, Arb 104, assessed in the total amount of $116.12 for the entire year of 1977.
   Note: Code 0750, Book 121, Map 65, Arb 106, assessed in the total amount of $52.02 for the entire year of 1977.
   Note: Code 0750, Book 121, Map 65, Arb 109, assessed in the total amount of $262.68 for the entire year of 1977.

2. Record Release of Mortgage executed by AERO MANUFACTURERS, INC., an Arizona corporation to WILLAUER INVESTMENT COMPANY, an Arizona corporation, dated April 6, 1972, recorded April 28, 1972, in Docket 9400, Page 222, and assigned to JACK NAGEL and ROSE NAGEL, his wife, and LAWSON NAGEL, a single man by Assignment recorded January 8, 1974 in Docket 10467, Page 154.

3. Record Deed from AERO MANUFACTURERS, INC., an Arizona corporation, Seller, to Buyer.

4. Furnish marital status of MILWOOD COOKE.

   Note: The right is reserved to make additional requirements or exceptio upon compliance with Requirement No.4 above.

5. Furnish a certified copy of a resolution by the Board of Directors of AERO MANUFACTURES, INC., an Arizona corporation, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.

6. Furnish statement of identity from Buyer.

Filed and recorded at request of Sons Jennings, Jan. 20, 2:40 P. M. 1940.

Roger N. Lavem, County Recorder
By Clyde Laird, Deputy.

COMPARED

[illegible]

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Phoenix Title and Trust Company, a corporation of the County of Maricopa, State of Arizona, Trustee, grantor herein, for and in consideration of Ten and No/100 Dollars, to it in hand paid by RAY M. TAFT and [illegible] TAFT, husband and wife, of Phoenix, County of Maricopa, State of Arizona, grantee herein, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said grantee, their heirs and assigns, all that certain premises situate in the County of Maricopa, State of Arizona, described as follows, to-wit:

> Lot Twenty-two (22), Block Five (5), EL MOLINO PLACE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, page 4 thereof.

Together with all rights and privileges appurtenant or to become appurtenant to said lands by virtue of the subscription of said lands for shares of the capital stock of the Salt River Valley Water Users' Association or by virtue of any Water Right Application for Water Rights for all or any portion of said lands in the Salt River Project of the United States Reclamation Service, and subject to all the terms, conditions and liabilities incident thereto, and subject to any liabilities or obligations imposed upon said lands by reason of the inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said grantee, their heirs and assigns forever.

And the grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the grantor herein and no other, all and singular, the premises unto the said grantee, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

The grantee, however, takes title to the property conveyed hereby with the understanding that it is subject to the following: Rights of way for canals, laterals and ditches; all taxes and other assessments chargeable against said property, for the second half of the assessment for the year 1939; and restrictions and reservations as follows:

The grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee, their heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that EL MOLINO PLACE within which the above described premises are situated, and of which they constitute a part, has been platted and laid out as a choice and attractive residence addition; that until the year 1949 the said property shall be used for dwelling houses only (except that lots facing on Van Buren Street and Washington Boulevard are declared to be business property and may be used for business purposes); that no buildings other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house used or occupied as such for the care or entertainment of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the lines or walls of any house or other building built on any dwelling house lot shall not be closer than 25 feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $2000.00 and of any business building not less than $2500.00; provided, however, that no garage or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used solely for advertising purposes shall be placed or permitted on said premises; except that this restriction shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or for rent; that no part of said premises shall ever be conveyed, transferred, let or demised to any person or persons other than of the Caucasian race; that the Grantor herein shall insert substantially like covenants and conditions in all subsequent transfers of such lots; that the foregoing covenants and restrictions run with the land and upon the breach of any one thereof the property shall revert to the grantor, its successors or assigns; that if there shall be a violation of any of said covenants or restrictions, then the grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of the land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been of record prior to the time when the right to bring such action of forfeiture shall have accrued; but, provided, further, that the mortgagee or its successors in interest, shall or by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained be held invalid or void, such invalidity or waiver of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

IN WITNESS WHEREOF, the Phoenix Title and Trust Company, Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of its Vice-President and Assistant Secretary thereunto duly authorized, this 1 th day of January, A. D. 19[illegible].

(CORPORATE SEAL)
(Consideration less than $100.00,
No Revenue Stamps required.)

PHOENIX TITLE AND TRUST COMPANY, Trustee.
By H. L. Hartley, Vice-President.
Attest: John M. Clements, Assistant Secretary.

State of Arizona,
County of Maricopa ss.

Before me, Gordon Sullivan, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared H. L. Hartley and John M. Clements known to me to be the persons whose names are subscribed to the foregoing instrument as Vice-President and Assistant Secretary, respectively, of the PHOENIX TITLE AND TRUST COMPANY, and as such Vice-President and Assistant Secretary, acknowledged to me that they executed the same for said corporation, as Trustee, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office, this 17th day of January, A. D. 1940.

(SEAL)
My commission expires March 23, 1940.

Gordon Wallace, Notary Public.

Filed and recorded at request of Roy M. Tait, Jan. 30, 2:49 P. M. 1940.

Roger G. Laveen, County Recorder,
By Milo Lebaron, Deputy.

#2934

COMPARED
READ TO A.C.
READ BY J.J.

igigigigigigigigigigigig

QUITCLAIM DEED

FOR THE CONSIDERATION OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, the undersigned INEZ M. CAMPBELL, a widow, Grantor hereby quitclaims to CITY OF PHOENIX, a municipal corporation Grantee all of her interest in and to the following described property situated in the County of Maricopa, State of Arizona;

> Lots 7 and 8, Block 1, White's Subdivision, an addition to the City of Phoenix, Arizona, according to the map of record in Book 15 of Maps, at page 7.

TO HAVE AND TO HOLD the same to the grantee its heirs or assigns forever.

Dated the 29th day of January, 1940.

(No I. R. S. required. Consideration
less than $100.00)

Inez M. Campbell

County of Maricopa
in the —
State of Arizona

THIS INSTRUMENT was acknowledged before me this 29th day of January 1940 by INEZ M. CAMPBELL, a widow.

Frank Kelly,
Notary Public.

(SEAL)
My commission will expire August 6, 1942.

Filed and recorded at request of City of Phoenix, Jan. 30, 3:21 P. M. 1940.

Roger G. Laveen, County Recorder.
By Clyde Laird, Deputy.

#2931

COMPARED
READ TO A.C.
READ BY J.J.

igigigigigigigigigigigig

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That MARTIN NEVILLE and wife, KATHERINE KEIF NEVILLE, of Washington County, Tennessee, for and in consideration of the sum of TWO HUNDRED AND NO/100 ($200.00) DOLLARS, to them in hand paid by JOSEPH F. SCHMID and wife, GAIL SCHMID, of Maricopa County, Phoenix, Arizona, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Joseph F. Schmid and wife, Gail Schmid, all that certain premises described as follows, viz:

> Lot twenty three (23) of Block two (2) Horwath Place, a Subdivision according to the map or plat on file and of record in the office of the Recorder of Maricopa County, Arizona in Book 16 of Maps at page 43 thereof, all in said Maricopa County.
>
> Subject to an agreement not to convey to any person or persons of African race or descent.
>
> The above described property was conveyed to Martin Neville and wife, Katherine Keif Neville by deed dated March 29th, 1930, from Mary E. Schmid, a widow, and of record in the office of the County Recorder of Maricopa County, Arizona, in Deed Book No. 243, Page 299, to which deed reference is here made.

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Joseph Schmid and wife, Gail Schmid, their heirs and assigns forever.

And we hereby bind ourselves, and our heirs, executors and administrators to warrant and forever defend, all and singular, the premises unto the said Joseph Schmid and wife, Gail Schmid, unto their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness our hands, this the [illegible]th day of July, 1939.

I.R.S.$.50 Cancelled.

Martin Neville
Katherine Keif Neville

State of Tennessee,
Washington County. —

Before me, ___ Notary Public in and for the State and County aforesaid, personally appeared Martin Neville, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he

Warranty Deed

STATE OF ARIZONA,
County of [illegible] } ss

KNOW ALL MEN BY THESE PRESENTS

That [illegible] husband and wife,

of the [illegible] County of [illegible], State of Arizona, grantors

for and in consideration

of [illegible] DOLLARS

to [illegible] in hand paid by [illegible] and Genevieve [illegible], husband and wife, grantees

the [illegible] granted, sold and conveyed, and by these presents do [illegible] grant, sell and convey unto the said [illegible] and [illegible] husband and wife, grantees

all that certain premises described as follows, viz:

[illegible]

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said [illegible] heirs and assigns forever.

And [illegible] hereby and [illegible] heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said [illegible] heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof [illegible] year and hereinabove.

WARRANTY DEED
EL MOLINO PLACE

KNOW ALL MEN BY THESE PRESENTS:

That the PHOENIX TITLE AND TRUST COMPANY, a corporation, of Maricopa County, Arizona, Trustee, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by FRED TAIT and ADDIE TAIT, husband and wife, of Phoenix, Maricopa County, Arizona, hereinafter called the Grantee, and of TEN and NO/100 Dollars to it in hand paid by said Grantee, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the said Grantee all that certain piece or parcel of land situated in the County of Maricopa, State of Arizona, described as follows, to-wit:

Lots 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 19 and 22, in Block 1;

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24 and 26, in Block 2;

Lots 3, 5, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 3;

Lots 1, 2, 3, 10, 14, 17, 18 and 20, in Block 4;

Lots 1, 3, 5, 7, 9, 10, 11, 12, 13, 14, 16, and 18, in Block 5;

Lots 5, 9, 10, 11, 12, 13, 14, 17, 19, 21, 23 and 25, in Block 6;

All in EL MOLINO PLACE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, page 4 thereof;

EXCEPT rights of way for canals, laterals and ditches.

together with all rights and privileges appurtenant or to become appurtenant to said property by virtue of the subscription of said property for shares of the capital stock of the Salt River Valley Water Users' Association and subject to all the terms, conditions and liabilities incident thereto, and liabilities on account of inclusion within S. R. P. Agricultural Improvement and Power District.

The Grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantees, their heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that EL MOLINO PLACE within which the above described premises are situated, and of which they constitute a part, has been platted and laid out as a choice and attractive residence addition; that until the year 1949 the said property shall be used for dwelling houses only (except that lots facing on Van Buren Street and Washington Boulevard are declared to be business property and may be used for business purposes); that no buildings other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house used or occupied as such for the care or entertainment of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the lines of walls of any house or other building built on any dwelling house lot shall not be closer than 25 feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $3000.00 and of any business building not less than $2500.00; provided, however, that no garage or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used solely for advertising purposes shall be placed or permitted on said premises; except that this restriction shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or for rent; that no part of said premises shall ever be conveyed, transferred, let or demised to any person or persons other than of the Caucasian race; that the Grantor herein shall insert substantially like covenants and conditions in all subsequent transfers of such lots; that the foregoing covenants and restrictions run with the land and upon the breach of any one thereof the property shall revert to the Grantor, its successors or assigns; that if there shall be a violation of any of said covenants or restrictions, then the Grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of the land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the Grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been of record prior to the time when the right to bring such action of forfeiture shall have accrued; but, provided, further, that the mortgagee or his successors in interest, whether by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained be held invalid or void, such invalidity or voidness of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

The said Grantees for themselves, their heirs, executors, administrators and assigns, hereby covenants and agrees to be bound by and to keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor herein, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as the conditions and stipulations herein contained are kept, and no longer, except as against all state and county taxes and other liens and encumbrances of record, and subject to Easement as recorded in Book 270 of Deeds, page 529, Records of Maricopa County, Arizona, and tax liens, paving liens and assessments of any kind chargeable against said property, including assessments of the Salt River Valley Water Users' Association, which tax liens, paving liens and assessments the Grantee hereby agrees to pay.

IN WITNESS WHEREOF the said Grantor has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its Vice-President and its Assistant Secretary, thereunto duly authorized, and these presents have been signed by the said Grantor on this 30th day of June, A. D. 1938.

(CORPORATE SEAL)
Deed to Cestui Que Trust from Trustee,
No Revenue Stamps required.)

PHOENIX TITLE AND TRUST COMPANY, TRUSTEE,
By M. L. Hartley, Vice-President,
Attest: Geo. E. Durbes, Asst. Secretary.

The Grantees in the foregoing deed, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree to be bound by and to keep the conditions and stipulations herein set forth, or to the use and enjoyment of said property.

Fred Tait
Addit Tait
Grantees

County of Maricopa,
State of Arizona, ss.

Before me, Gordon Wallace, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared H. L. Hartley and Geo. P. Purive known to me to be the persons whose names are subscribed to the foregoing instrument as Vice-President and Ass't Secretary, respectively, of the PHOENIX TITLE AND TRUST COMPANY, and as such Vice-President and Ass't Secretary, acknowledged to me that they executed the same for said Corporation, as Trustee, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office, this 5 day of July, A. D. 1938.

(SEAL)
My commission expires March 23, 1940.

Gordon Wallace,
Notary Public.

Filed and recorded at request of Phoenix Title and Trust Co., Jul 18 1938 at 9:00 A. M.

COMPARED
BOOK 270
PAGE 148

W. H. LINVILLE, County Recorder,
By Roger C. Laveen, Deputy.

#18303

ididididididididididididid

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That FRED TAIT and ADDIE TAIT, husband and wife, of the County of Maricopa, State of Arizona, for and in consideration of TEN and No/100 Dollars, to them in hand paid by Phoenix Title and Trust Company, a corporation of Maricopa County Arizona, Trustee, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Phoenix Title and Trust Company, Trustee, to hold, sell and convey, mortgage or pledge the property hereby conveyed and hereinafter described, or otherwise to handle the said property in the same manner as though the Phoenix Title and Trust Company held the said property in fee simple and not as Trustee; including therein full power and authority to plat into blocks, lots, tracts, parks, streets and alleys or otherwise, the property hereby conveyed and hereinafter described, and to dedicate portions thereof as parks, streets and alleys, or otherwise, to the public use; and including full power to sell and convey the property hereby conveyed and hereinafter described, or any part thereof upon such terms as said Trustee shall designate; and to make, execute and deliver deeds therefor, in the name of said Phoenix Title and Trust Company, Trustee; and to do all further acts and things necessary or incidental for the carrying out of the above purposes, all that property situate in Maricopa County, State of Arizona, and described as follows, to-wit:

Lots 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 19 and 22, in Block 1;

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24 and 26, in Block 2;

Lots 1, 3, 5, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, in Block 3;

Lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 14, 17, 18, 19, 20 and 21, in Block 4;

Lots 1, 3, 5, 7, 9, 10, 11, 12, 13, 14, 16, 18 and 22, in Block 5;

Lots 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 21, 23 and 25, in Block 6;

All in EL MOLINO PLACE, according to the map or plat of said EL MOLINO PLACE recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 10 of Maps, page 4 thereof.

The Grantors herein grant, sell and convey said property subject to the restrictions, reservations and limitations contained in that certain Deed recorded in Book 270 of Deeds, page 33, and that certain Deed dated June 30, 1938, and filed for record on July 15, 1938, in the office of the County Recorder of Maricopa County, Arizona; and subject to perpetual easement for public highway as conveyed by Easement recorded in Book 270 of Deeds, page 529, records of Maricopa County, Arizona; and subject to all state and county tax liens and other liens and encumbrances of record.

Together with all rights and privileges appurtenant or to become appurtenant to said property by virtue of the subscription of said property for shares of the capital stock of the Salt River Valley Water Users' Association, and subject to all the terms, conditions and liabilities incident thereto, and liabilities on account of inclusion of the above property within the S. R. P. Agricultural Improvement and Power Dist.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Phoenix Title and Trust Company, Trustee, its successors and assigns forever.

It is understood and agreed by and between the parties hereto that this conveyance of the legal title to the grantee herein as Trustee shall not operate to extinguish any mortgage or mortgages on said property that the Phoenix Title and Trust Company or the Phoenix Title and Trust Company, Trustee, now holds or may hereafter acquire; but that such mortgage shall remain in force as a valid lien or liens on said premises until released of record.

And we hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular, the premises unto the said Phoenix Title and Trust Company, Trustee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness our hands this 9th day of July, A. D. 1938.

Deed from Grantor Qcl Trust to Grantee,
No Revenue Stamps Required.)

Fred Tait (SEAL)
Addie Tait (SEAL)

WHEREAS, the said party of the second part thereupon paid to the Sheriff of Maricopa County the sum $6 bid by him as aforesaid, and the said Sheriff thereupon made and issued his certificate of sale in duplicate in the form of law, and delivered the original thereof to the said purchaser and retained the other duplicate in the office of the Clerk and Recorder of Maricopa County, Arizona; and

WHEREAS, more than six months have elapsed since the date of said sale, and no redemption has been made of the premises so sold as aforesaid by or on behalf of the judgment debtors or by or on behalf of any other person, and no notice of intention to redeem having been given by any lien holder, creditor or other person entitled to redeem as provided by law,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, as Sheriff of the County of Maricopa, in the State of Arizona, and in order to carry into effect the sale so made by him in pursuance of said judgment and decree of special execution and order of sale, and in conformity with the statute in such case made and provided, and in consideration of the premises and the sum of Six Hundred Eighteen and 77/100 Dollars ($618.77), so bid and paid by said purchaser to said party of the first part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, her heirs, executors, administrators and assigns, forever, all that certain piece or parcel of land lying and being in the County of Maricopa, State of Arizona, and more particularly described as follows, to-wit:

The Southeast quarter (¼) of Section Twenty-eight (28), Township Three (3) North, Range One (1) East of the Gila & S.R.B.&.M. EXCEPT the West 30 feet and the South 30 feet for road purposes; and EXCEPT rights of way for canals, laterals and ditches,

together with all right, title, claim and interest which the said defendants Georgia Leigh Caldwell, Jacksen Hardy as administrator with the will annexed of the estate of George L. Johnson, deceased, Phoenix Land & Investment Company, a corporation, Phoenix Investment & Development Company, a corporation, U.S.Davis and Fannie E.Davis, his wife, had therein on the 5th day of April, 1928, or which they or any of them or any person holding under them may have since acquired.

TO HAVE AND TO HOLD, all and singular, the said premises, property and interest hereby conveyed or intended so to be, together with the appurtenances, unto the said party of the second part, her heirs, executors, administrators and assigns, forever.

IN WITNESS WHEREOF the said party of the first part, as Sheriff of Maricopa County, State of Arizona, has hereunto set his hand and seal the day and year first above written.

J.Ralph Fadden
As Sheriff of Maricopa County,
State of Arizona

STATE OF ARIZONA
"
County of Maricopa

The foregoing instrument was acknowledged before me this 31st day of October, 1932, by J.Ralph Fadden as Sheriff of the County of Maricopa, State of Arizona.

WITNESS my hand and Notarial Seal the day and year in this certificate written.

C.L.Walmsley
Notary Public

(Seal)
My commission expires
Dec. 27, 1934

Filed and recorded at the request of Armstrong-Kinner et al Oct. 24, 1932 at 9:17 P.M.
#25192
E.P. Linville, County Recorder
By K.P. Manry, Deputy Recorder

UHS
LT

WARRANTY DEED Book 270 Page 33-34
El Molino Place

KNOW ALL MEN BY THESE PRESENTS:
That the Phoenix Title and Trust Company, a corporation, of Maricopa County, Arizona, Trustee, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by Fred Tait and Addie Tait, husband and wife, of Phoenix, Maricopa County, Arizona, hereinafter called the Grantee, and of Ten and no/100 Dollars to it in hand paid by said Grantee, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey unto the said Grantee all that certain piece or parcel of land situated in the County of Maricopa, State of Arizona, described as follows, to-wit:

PARCEL NO. 1: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 19, and 20, Block 1; Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 2; Lots 3, 5, 7, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 3; Lots 1, 2, 3, 13, 14, 17, 18 and 20, Block 4; Lots 1, 3, 5, 7, 9, 10, 11, 12, 13, 14, 16 and 18, Block 5; Lots 1, 3, 10, 11, 12, 13, 14, 17, 18, 19, 21, 22, 23, 24 and 25, Block 6, El Molino Place, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, Page 11, thereof;

PARCEL NO. 2: All that part of the West Half (½) of the Northeast Quarter (¼) of Section 11, Township 1 North, Range 3 East of the Gila and Salt River Base and Meridian, lying South (S) of the South (S) line of Washington Blvd., as the said Washington Blvd. is shown on that certain plat recorded in Book 1 of Maps, Page 11, records of Maricopa County, Arizona;

Together with all rights and privileges appurtenant or to become appurtenant to said lands by virtue of the subscription of said lands for shares of the capital stock of the Salt River Valley Water Users' Association, or by virtue of any Water Right application for Water Rights for all or any portion of said lands in the Salt River Project of the United States Reclamation Service, and subject to all the terms, conditions and liabilities incident thereto.

The Grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee, their heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that El Molino Place within which the above described premises are situated, and of which they constitute a part, has been platted and laid out as a choice and attractive residence

addition; that until the year 1949 the said property shall be used for dwelling houses only (except that lots facing on Van Buren Street and Washington Boulevard are declared to be business [illegible] and may be used for business purposes); that no buildings other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house shall be erected or permitted as a place for the care or entertainment of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the lines or walls of any house or other building built on any dwelling house lot shall not be closer than [illegible] feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $2000.00 and of any business building not less than $2500.00; provided, however, that no garage or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used solely for advertising purposes shall be placed or permitted on said premises; except that this restriction shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or rent; that no part of said premises shall ever be conveyed, transferred, let or devised to any person or persons other than of the Caucasian race, that the Grantee herein shall insert substantially like covenants and conditions in all subsequent transfers of such lots; that the foregoing covenants and restrictions run with the land and upon the breach of any one thereof the property shall revert to the Grantor, its successors or assigns; that if there shall be a violation of any of said covenants and restrictions, then the Grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of said land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the Grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been or shall have been placed thereon prior to the time when the right to bring such action of forfeiture shall have accrued; but provided, further, that the mortgagee or his successors in interest, whether by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained be held invalid or void, such invalidity or voidness of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

The said Grantee, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree to be bound by and keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor herein, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as the conditions and stipulations herein contained are kept, and no longer, except as against rights of way for canals, laterals and ditches; Right of way [illegible] feet wide across the South end of Parcel No. 2 as conveyed to Phoenix & Eastern Railroad Company by that certain Deed recorded in Book 52 of Deeds, Page 427, records of Maricopa County, Arizona; All unpaid taxes against said property; all unpaid assessments of Salt River Valley Water Users' Ass'n. and all other liens and assessments of any kind chargeable against said property, becoming due and payable subsequent to December 31, 1931, which tax liens, paving liens and assessments the Grantee hereby agrees to pay.

IN WITNESS WHEREOF the said Grantor has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its Vice-President and its Secretary thereunto duly authorized, and these presents have been signed by the said Grantor, on this 17th day of October, A.D. 1932.

Phoenix Title and Trust Company, Trustee,
By Thos. Clements
Vice-President.
Albert L.J. Taylor
Secretary.

(Corporate Seal)

$1.00 I.R.S. Cancell'd

Fred Tait
Addie R. Tait

COUNTY OF MARICOPA,
ss.
STATE OF ARIZONA,

Before me, Albert L. Clark, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared Thos. Clements and L.J. Taylor known to me to be the persons whose names are subscribed to the foregoing instrument as Vice-President and Secretary, respectively, of the Phoenix Title and Trust Company, and as such Vice-President and Secretary, acknowledged to me that they executed the same for said Corporation, as Trustee, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office, this [illegible] day of October, A.D. 1932.

(Seal)
My Commission expires May [illegible], 1933.

Albert L. Clark
Notary Public.

Filed and recorded at the request of Phoenix Title and Trust Company October [illegible], 1932 at 9:30 a.m.
#2196
E.R. Linville, County Recorder
By E.J. Lang, Deputy Recorder

SHERIFF'S DEED AT CONSTABLE'S
OF PROPERTY

THIS INDENTURE, made this [illegible] day of October, A.D. 1932, by and between J. Dale Fulton, as Sheriff of Maricopa County, State of Arizona, party of the first part, and Hale Lirom Bailey, of Los Angeles, California, party of the second part,
WITNESSETH:
Whereas in and by a certain [illegible]

WARRANTY DEED
EL MOLINO PLACE

KNOW ALL MEN BY THESE PRESENTS:

That the PHOENIX TITLE AND TRUST COMPANY, a corporation, of Maricopa County, Arizona, Trustee, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by MINA LEE BRUCE, a single woman, of Honolulu, Hawaii, hereinafter called the Grantee, and of TEN and NO/100 DOLLARS to it in hand paid by said Grantee, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said Grantee all that certain piece or parcel of land situated in the County of Maricopa, State of Arizona, described as follows, to-wit:

LOT TWENTY (20) BLOCK FIVE (5) in EL MOLINO PLACE according to the map or plat of said EL MOLINO PLACE recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 20 of Maps, Page 4 thereof, together with all rights and privileges appurtenant or to become appurtenant to said property by virtue of the subscription of said property for shares of the capital stock of the Salt River Valley Water Users' Association and subject to all the terms, conditions and liabilities incident thereto.

The Grantor grants, sells and conveys said property subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee her heirs and assigns; that it is mutually covenanted and agreed by and between the parties hereto that EL MOLINO PLACE within which the above described premises are situated, and of which they constitute a part, has been platted and laid out as a choice and attractive residence addition; that until the year 1960 the said property shall be used for dwelling houses only (except that lots facing on Van Buren Street and Washington Boulevard are declared to be business property and may be used for business purposes); that no buildings other than dwelling houses and the garages and other outbuildings incident thereto, shall be erected on said property (except that on Van Buren Street and Washington Boulevard business buildings may be erected); that no hospital, sanitarium, hotel, boarding or lodging house used or occupied as such for the care or entertainment of persons suffering from disease, shall be maintained, kept or permitted upon said premises; that the lines or walls of any house or other building built on any dwelling house lot shall not be closer than 25 feet to the front line of said lot, nor within five feet of any side lot line of said property; that the cost of any dwelling house erected on said premises shall not be less than $2000.00 and of any business building not less than $2500.00; provided, however, that no barn or outbuilding shall be erected on any dwelling house lot prior to the erection of a dwelling house thereon; that no house of ill-fame shall ever be allowed thereon; that no billboard or other sign used solely for advertising purposes shall be placed or permitted on said premises; except that this restriction shall not prevent the use of signs to advertise, in the usual manner, any business regularly conducted thereon or to advertise the said premises for sale or for rent; that no part of said premises shall ever be conveyed, transferred, let or demised or any person or persons other than of the Caucasian race; that the Grantor herein shall insert substantially like covenants and conditions in all subsequent transfers of such lots; that the foregoing covenants and restrictions run with the land and upon the breach of any one thereof the property shall revert to the Grantor, its successors or assigns; that if there shall be a violation of any of said covenants or restrictions, then the Grantor herein or any one owning land in said tract may bring an appropriate action in the proper court to enjoin or restrain said violation, or to declare and enforce the forfeiture of all the right, title and interest of the said violator and of the owner of the land upon which said violation has been made (or is about to be made), in and to said land and the same shall thereupon, with all improvements thereon, revert to the Grantor herein, its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any existing valid mortgage or lien upon said premises when such mortgage or lien shall have been of record prior to the time when the right to bring such action of forfeiture shall have accrued; but, provided, further, that the mortgagee or his successors in interest, whether by purchase or otherwise, shall be bound by the covenants, conditions and stipulations herein contained; that should any of the covenants or conditions herein contained be held invalid or void, such invalidity or voidness of any such covenant shall in no way affect the validity of the rest of this instrument or of any valid covenant or condition herein contained.

The said Grantee for herself, her heirs executors, administrators and assigns, hereby covenants and agrees to be bound by and to keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor herein, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever, lawfully claiming or to claim the same or any part thereof so long as the conditions and stipulations herein contained are kept, and no longer, except as against rights of way for canals, laterals and ditches; All unpaid assessments of the Salt River Valley Water Users' Association; and tax liens, paving liens and assessments of any kind chargeable against said property, becoming due and payable subsequent to Dec. 31, 1931, which tax liens, paving liens and assessments the Grantee hereby agrees to pay.

IN WITNESS WHEREOF the said Grantor has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its Vice-President and its Secretary, thereunto duly authorized, and these presents have been signed by the said Grantee on this 16th day of November, A.D. 1932.

PHOENIX TITLE AND TRUST COMPANY, TRUSTEE,

I.R.S., $1.00, Cancelled. (Corp. Seal.)

By M. L. Hartley, Vice-President.
Attest: L. J. Taylor, Secretary.

Mina Lee Bruce
Mina Lee Bruce

STATE OF CALIFORNIA,
STATE OF ARIZONA, ss.

Before me, Bertha H. Bate, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared M. L. Hartley and L. J. Taylor known to me to be the persons whose names are subscribed to the foregoing instrument as Vice-President and Secretary, respectively, of the PHOENIX TITLE AND TRUST COMPANY, and on such Vice-President and Secretary, acknowledged to me that they executed the same for said Corporation, as Trustee, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office, this 16th day of Nov. A.D. 1932.

My Commission expires July 29, 1933. (SEAL)

Bertha H. Bate, Notary Public.

STATE OF ARIZONA
County of Maricopa } ss.

On this the 30th day of November, in 48, before me, Louise V. Housel, the undersigned Notary Public, personally appeared Roy [illegible] and Marie Ruth Tait, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein mentioned.

In witness whereof I hereunto set my hand and official seal.

Louise V. Housel
Notary Public.

My commission expires August 27th, 1949.

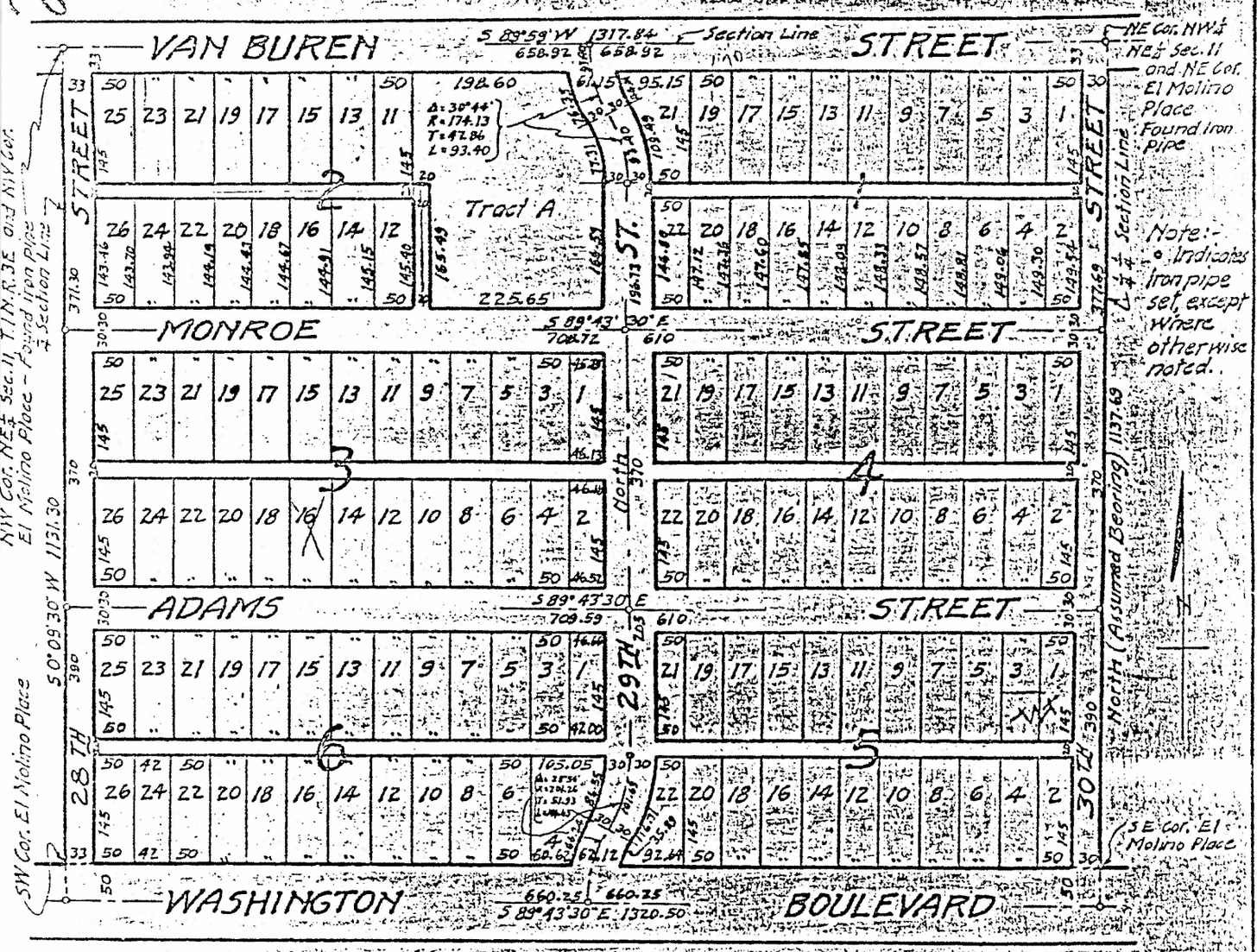
Warranty Deed
Roy [illegible] and Marie Ruth Tait
To
Louise V. Housel

Dated: November 30, A.D. 1948
Filed: [illegible] A.D. 1948
Louise V. Housel

Book [illegible] Page [illegible]
Fee $ [illegible]
Recorded [illegible]
Doris C. [illegible]
County Recorder
By [illegible]
Deputy

EL MOLINO PLACE

A SUBDIVISION OF A PORTION OF NW¼ NE¼ SEC. 11 – T. 1 N. R. 3 E., MARICOPA COUNTY, ARIZONA
HOLMQUIST & MADDOCK, ENGINEERS – JOB 409 – OCT. 1928 – SCALE 1 IN. = 80 FT. (Reduced) – MAP D 400



Know All Men By These Presents:—

That the Phoenix Title and Trust Company, Trustee, has subdivided under the name of El Molino Place that portion of the NW¼ of the NE¼ of Section 11, Township 1 North, Range 3 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying north of Washington Boulevard (Maricopa County Records, Book 3 of Road Maps, Page 11)

And hereby publishes the accompanying plat as and for the plat of said El Molino Place, and hereby declares that said plat sets forth the location and gives the measurements and dimensions of each lot, block, tract, street and alley constituting said El Molino Place, and that each lot and block therein shall be designated by the number, each tract by the letter, and each street by the name that is given to each respectively in said plat and the Phoenix Title and Trust Company, Tr., hereby dedicates to the public, for the use and benefit of the public, all streets and alleys in said El Molino Place.

In witness whereof the Phoenix Title and Trust Company, Trustee, this 19th day of October, 1928, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of H. B. Wilkinson its Vice President, and L. J. Taylor its Secretary, thereunto duly authorized.

(Seal) PHOENIX TITLE AND TRUST COMPANY, TRUSTEE

L. J. Taylor Secretary — H. B. Wilkinson Vice President

State of Arizona } ss
County of Maricopa }

Before me K. T. Palmer a Notary Public in and for the County of Maricopa, on this day personally appeared H. B. Wilkinson and L. J. Taylor, whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, of the Phoenix Title and Trust Company, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

(Seal) Given under my hand and seal of office this 19th day of October, 1928.
My commission expires June 7, 1932.

K. T. Palmer Notary Public

I hereby certify that this is a true and correct plat of El Molino Place as surveyed under my direction during October 1928.

F. N. Holmquist Registered Professional Engineer

Approved by the Board of Supervisors of Maricopa County, Arizona, this 5th day of Nov. 1928.
(Seal) S. K. Phillips Chairman
Jno. B. White Clerk

Filed and recorded in the office of the Co. Recorder of Maricopa Co., Ariz. at 4:20 P.M. on Nov. 5, 1928 in Bk. 20 of Maps, P. 4

CASHIER'S CHECK 300 185410

DATE

PAY TO THE ORDER OF * * * * * AERO MANUFACTURERS, INC. * * * * * $*224,988.35*

North Hollywood Regional Office
UNION BANK
12140 Victory Boulevard
North Hollywood, California 91606

90-1584
1222

AUTHORIZED SIGNATURE

FX-4 CBI Determined

JAMES POWERS
WILLIAM T. BOUTELL, JR
NEAL KURN
THOMAS J. SHUMARD
GUY DAVID KNOLLER
MARK A. NESVIG

POWERS, BOUTELL & KURN
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
SUITE 800, SECURITY BUILDING
234 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004

TELEPHONE
AREA CODE 6[illegible]
254 5931

April 28, 1978

Mr. Jerry L. Conrow
23871 Madison
Torrance, California 90505

Re: Aero Manufacturers, Inc., Seller
Milwood Cooke and Mildred Cooke, Buyers
Arizona Title Escrow No. 201-02-387761

Dear Jerry:

Enclosed is the Warranty Deed which has been recorded with the Maricopa County Recorder.

We have checked with the title company and the title policy will be delivered directly to Mr. Cooke.

Very truly yours,

NEAL KURN

NK/e
enclosure

BY-LAWS OF

FLEETWOOD MACHINE PRODUCTS, INC.

ARTICLE I

Section 1. PRINCIPAL OFFICE. The principal office for the transaction of the business of the corporation is hereby fixed and located at 11439 Van Owen Street, North Hollywood, California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in said county.

Section 2. OTHER OFFICES. Branch or subordinate offices may, at any time, be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. All annual meetings of shareholders shall be held at the principal office of the corporation, and all other meetings of the shareholders shall be held either at the principal office or at any other place within or without the State of California, as the Board of Directors may, from time to time, designate.

Section 2. ANNUAL MEETINGS. The annual meetings of shareholders will be on the last Friday in August of each year, provided, however, that should said date fall upon a legal holiday, then any such annual meeting of shareholders shall be held at the same time and place upon the next day thereafter which is not a legal holiday.

Section 3. SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the President, or by the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5th) of the voting power of the corporation.

Section 4. NOTICE OF SHAREHOLDERS' MEETING. Notice of meetings of shareholders, annual or special, shall be given to shareholders entitled to vote thereat at least ten (10) days and not more than sixty (60) days before the date of such meetings. Such notice may be printed, typewritten or in handwriting, and may be given to any shareholder either

Section 1. PRINCIPAL OFFICE. The principal office for the transaction of the business of the corporation is hereby fixed and located at 11447 Vanowen Street, North Hollywood, California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in said county.

(Amended at Annual Meeting of Shareholders of Fleetwood Machine Products, Inc. held on August 26, 1966).

personally or by sending a copy of the notice through the mail or by telegram, charges prepaid, to his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice shall be deemed to have been given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is located in the State of California; or if published, at least once in some newspaper of general circulation in the county in which the said principal office is located. Such notice shall specify the place, the day and the hour of meeting, shall state such other matters, if any, as may be expressly required by statute, and, in the case of special meetings, the general nature of the business to be transacted.

Whenever any shareholder entitled to vote has been absent from any meeting of the shareholders, whether annual or special, an entry in the Minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such shareholder, as required by law and by the By-Laws.

Section 5. ADJOURNED MEETINGS AND NOTICE THEREOF. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted.

When any shareholders' meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

Section 6. VOTING. Except as otherwise expressly provided by law, only persons in whose name shares entitled to vote stand on the stock records of the corporation on the day three (3) days prior to any meeting of the shareholders, or if some other day be fixed by resolution of the Board of Directors for the determination of shareholders of record than on such other day, shall be entitled to vote at such meeting and each such person shall be entitled to one vote for each of said shares. The vote shall not be by ballot except when demanded by a shareholder entitled to vote represented in person or by proxy. Every shareholder entitled to vote at any election for directors, shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of votes to which his shares are entitled, or to distribute his votes on the same principle among as many candidates as he

shall think fit. The candidates receiving the highest number of votes up to the number of directors to be elected, shall be elected.

Section 7. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In absence of quorum any meeting of shareholders may be adjourned from time to time by the vote of the holders of the majority of the shares who are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly called or held meeting at which a quorum is present, may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 8. CONSENT OF ABSENTEES. The transactions of any meeting of shareholders, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the shareholders entitled to vote, not present in person or by proxy signs a written waiver of notice of consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. ACTION WITHOUT MEETING. Any action which, under the provisions of the Corporations Code of the State of California may be taken at a meeting of the shareholders, may be taken without a meeting if authorized by a writing signed by all the holders of shares who would be entitled to vote at a meeting for such purpose and filed with the secretary of the corporation.

Section 10. PROXIES. Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the corporation; provided, that no proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the shareholders executing it specify therein the length of time for which said proxy is to continue in force, which in no case shall exceed seven (7) years from the date of its execution.

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to limitations of the Articles of Incorporation, of the By-Laws, and of the Corporations Code of the State of California as to action to be authorized or approved by the shareholders, and subject to the duties of directors as prescribed by the By-Laws, all corporate powers shall be exercised by or under authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly provided that the Directors shall have the following powers, to wit:

First - To select and remove all the other officers, agents, and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or By-Laws, fix their compensation, and require from them security for faithful service.

Second - To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, with the Articles of Incorporation or the By-Laws, as they may deem best.

Third - To change the principal office for the transaction of the business of the corporation from one location to another within the same county as provided in Article I, Section 1, hereof; to fix and locate from time to time one or more subsidiary offices of the corporation within or without the State of California as provided in Article I, Section 2 hereof; to designate any place within or without the State of California for the holding of any shareholders' meeting or meetings, except annual meetings; and to adopt, make and use a corporate seal, and to prescribe the forms of certificates of stock and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem best, provided such seal and such certificates shall at all times comply with the provision of law.

Fourth - To authorize the issue of shares of stock of the corporation, from time to time, upon such terms as may be lawful, in consideration of money paid, labor done, or services actually rendered, debts or securities cancelled, or tangible or intangible property

actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital.

Fifth - To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debts and securities therefor.

Sixth - To appoint an executive committee and other committees, and to delegate to the executive committee any of the powers and authorities of the Board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal By-Laws. The executive committee shall be composed of two or more Directors.

Section 2. NUMBER AND QUALIFICATIONS OF DIRECTORS. The authorized number of the directors of the corporation shall be three (3) until changed by amendment of the Articles of Incorporation or a By-Law amending this Section 2 of Article III of these By-Laws duly adopted by the vote or written assents of the shareholders entitled to exercise a majority of the voting power of the corporation.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of shareholders, but if any annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of shareholders held for the purpose. All Directors shall hold office until their respective successors are elected and take office.

Section 4. VACANCIES. A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

Vacancies in the Board of Directors may be filled by a majority of the remaining directors though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or special meeting of the shareholders.

The shareholders may elect a director or directors at any one time to fill any vacancies or vacancy not filled by

ARTICLE 3, SECTION 7:

"That regular meetings of the Board of Directors shall be held monthly, commencing on November 16th, 1955, at 7:00 o'clock P.M., and thereafter at 7:00 o'clock P.M. on the 3rd Wednesday of each successive month; provided, however, that should said date fall upon a legal holiday, said meeting shall be held at the same time on the next succeeding day which shall not be a legal holiday. All regular meetings of the Board of Directors shall be held without call or notice."

(Amended at a Regular Meeting of the Board of Directors of Fleetwood Machine Products, Inc. held on the 16th day of November, 1955)

ARTICLE 3, SECTION 7:

"That regular meetings of the Board of Directors shall be held annually, commencing on January 15, 1958, at 7:00 o'clock P.M., and thereafter at 7:00 o'clock P.M. on the 3rd Wednesday in January of each successive year; provided, however, that should said date fall upon a legal holiday, said meeting shall be held at the same time on the next succeeding day which shall not be a legal holiday. All regular meetings of the Board of Directors shall be held without call or notice."

(Amended at a Regular Meeting of the Board of Directors of Fleetwood Machine Products, Inc. held on the 17th day of July, 1957.)

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held without call, on the second Tuesday of each month, at 9:00 o'clock A.M. of said day; provided, however, that should said date fall upon a legal holiday, then said meeting shall be held at the same time on the next day ensuing which shall not be a legal holiday. Notice of all regular meetings of the Board of Directors is hereby dispensed with.

(Amended at Annual Meeting of Shareholders of Fleetwood Machine Products, Inc. held on August 26, 1966).

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held without call, on the 15th day of January of each year, at 9:00 o'clock A.M. of said day; provided, however, that should said date fall upon a legal holiday, then said meeting shall be held at the same time on the next day ensuing which shall not be a legal holiday. Notice of all regular meetings of the Board of Directors is hereby dispensed with.

(Amended at Regular Meeting of the Board of Directors of Fleetwood Machine Products, Inc. held on September 9, 1969.)

the directors. If the Board of Directors accept the resignation of a director tendered to take effect at a future time, the Board or the shareholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 5. PLACE OF MEETING. Regular meetings of the Board of Directors shall be held at any place within or without the State of California which may be designated from time to time by resolution of the Board of Directors or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation. Special meetings of the Board may be held either at a place so designated or at the principal office.

Regular meetings of the Board of Directors may be held at the offices of the corporation at its principal place of business on any day except Sunday or legal holiday without notice being given of said meeting.

Section 6. ORGANIZATION MEETING. Immediately following such annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held without call, monthly, starting the second Tuesday in July, 1953, at 8:00 o'clock P.M. of said day; provided, however, that should said date fall upon a legal holiday, then said meeting shall be held at the same time on the next day ensuing which shall not be a legal holiday. Notice of all regular meetings of the Board of Directors is hereby dispensed with.

Section 8. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be called whenever called by the chairman of the Board, if there shall be such an officer, or the president or vice-president, or by any two directors.

Written notice of the time and place of special meetings shall be delivered personally to each Director or sent to each Director by mail or other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation, or if it is not so shown on such records or is not readily ascertainable, at the

place in which the meetings of Directors are regularly held. In case such a notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at the place in which the principal office of the corporation is located, at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing, or delivery as above provided, shall be due, legal and sufficient notice to such director.

Section 9. [illegible] Whenever any director shall be absent from any special meeting of the Board of Directors, such entry in the Minutes to the effect that notice duly given shall be conclusive and indisputable evidence that due notice of such special meeting was given to such director, as required by law and the By-Laws of the corporation.

Section 10. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

Section 11. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to the holding of such meeting or an approval of the Minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the Minutes of the meeting.

Section 12. QUORUM. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation.

Section 13. ADJOURNMENT. A quorum of the directors may adjourn any directors' meeting to meet again at a stated day and hour; provided however, that in the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 14. FEES AND COMPENSATION. Directors shall not receive any stated salary for their services as directors, but, by resolution of the Board, a fixed fee with or without

expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

[illegible]

[illegible]

Section 1. OFFICERS. [illegible] shall be a chairman of the board, a president, a vice-president, a secretary, and a treasurer. The corporation may also have, at the discretion of the Board of Directors, one or more additional vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers, other than the president and chairman of the Board, need not be directors. [illegible] may hold two or more offices, except that [illegible]

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 3 and 4 hereof, shall be chosen annually by the Board of Directors, and each shall hold office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors, or to the president, or the secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the By-Laws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there be such a Chairman, shall be a member of the Board of Directors and shall perform such duties as may be prescribed by the Board of Directors or by the By-Laws.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, the president shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation.

Section 8. VICE-PRESIDENT. In the absence or disability of the president, one or the vice-presidents may be designated by the Board of Directors as vice-president and chief executive officer, and in the absence or disability of the president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all restrictions upon, the president. The vice-presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors or by the By-Laws.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, a book of Minutes at the principal office or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, and the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal office a share register, or a duplicate share register, showing the names of the shareholders and their addresses; the number and classes of shares held by each.

The secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board of Directors required by the By-Laws or by the law to be given, and he shall keep the seal of the corporation in safe custody, and shall have such powers and perform such other duties as may be prescribed by the Board of Directors, or the By-Laws.

[illegible] TREASURER. [illegible]

[illegible]

[illegible]

[illegible]

ARTICLE [illegible]

MISCELLANEOUS

Section 1. RECORD DATE AND CLOSING STOCK BOOKS. The Board of Directors may fix a time, in the future, not exceeding thirty (30) days preceding the date of any meeting of shareholders, and not exceeding sixty (60) days preceding date fixed for payment of any dividend or distribution, or for the allotment of rights, or when any change or conversion or exchange of shares shall go into effect, as a record date for notice of and to vote at any such meeting, or entitled to receive any such dividend or distribution or any such allotment of rights, or to exercise the rights in respect to any such change, conversion, or exchange of shares, and in such case only shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meeting, or to receive such dividend, distribution or allotment of rights, or to exercise such rights as the case may be notwithstanding any transfer of any shares on the books of the corporation after any record date fixed as aforesaid. The Board of Directors may close the books of the corporation against transfers of shares during the whole, or any part, of any such period.

Section 2. ANNUAL REPORT. The Board of Directors of the corporation shall cause to be sent to the shareholders of the corporation not later than one hundred twenty (120) days after the close of the fiscal or calendar year an annual report in compliance with the provisions of Section 358 of the California Civil Code.

Section 4. CONTRACTS, ETC. [illegible] Board of Directors, except as in the by-laws otherwise provided, may authorize by officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of this corporation and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority [illegible]

Section 5. FORMS AND EXECUTION OF CERTIFICATES. [illegible] shares of stock of the corporation shall be in such form as shall be approved by the Board of Directors. All certificates shall be signed by the president or vice president, and also by the secretary or an assistant secretary, or be authenticated by facsimile of the signature of the president and secretary or an assistant secretary, or the signature of the secretary or an assistant secretary. Every certificate authenticated by a facsimile of a signature or signatures must be countersigned by a transfer agent or a transfer clerk and be registered by an incorporated bank or trust company, either domestic or foreign, as registrar of transfers.

Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The president and the secretary of this corporation are authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by the corporation in any other corporation or corporations may be exercised either by such officers in person or by any person or persons authorized to do so by proxy or power of attorney duly executed by said officers.

Section 7. INDEMNIFICATION OF DIRECTORS AND OFFICERS. Each director and officer, whether or not then in office (and his heirs, executors and administrators), shall be and hereby is indemnified by the corporation against all costs and expenses (including but not limited to counsel fees) reasonably incurred

[illegible]

[illegible] by the vote of shareholders entitled to exercise [illegible] of the voting power of the corporation or by the written assent of such shareholders.

Section 2. POWER OF DIRECTORS. Subject to the right of shareholders as provided in Section 1 of this Article VI to adopt, amend or repeal By-Laws, By-Laws other than a By-Law or amendment thereof changing the authorized number of directors may be adopted, amended or repealed by the Board of Directors.

STATE OF CALIFORNIA

DEPARTMENT OF STATE

(PHOTOCOPY CERTIFICATION)

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That the photographic reproduction hereunto annexed was prepared by and in my office from the record on file of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Great Seal of the State of California

this OCT 14 1966

Frank M. Jordan

Secretary of State

By Walter L. Stutzler

Assistant Secretary of State

△ SPO

97-54

FILED

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

JUN 25 1953

FRANK M. JORDAN, Secretary of State

By [signature] Deputy

275781

ARTICLES OF INCORPORATION

OF

FLEETWOOD MACHINE PRODUCTS, INC.

I

The name of this corporation is: FLEETWOOD MACHINE PRODUCTS, INC.

II

The primary business in which the corporation intends initially to engage in is the manufacture, sale and distribution of machine shop products.

Restriction of right to amend articles: Yes No

III

The general purposes for which this corporation is formed are:

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

B. To carry on the business of manufacturers and distributors in any and all types of products, and primarily, however, machine shop products, and to manufacture, use and sell, license and distribute same at wholesale and retail.

C. To establish, maintain and conduct outlets for the sale and distribution of all types of machine shop products, and to carry on every branch of business ordinarily transacted in connection therewith, including but not limited

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

to the purchase and sale, both at wholesale and retail, of merchandise, goods and products of every nature, sort and description.

D. To apply for, obtain, register, lease or otherwise acquire, and to hold, use, own, operate and grant licenses for the use of, to sell, assign and otherwise acquire, use and enjoy and deal with patents, patent rights, secret formula and/or processes, privileges, licenses, trade marks, trade names, devices and improvements of every nature, sort and description necessary and incidental to these purposes; and also to carry on a general manufacturing, wholesale and retail merchandising business.

E. To purchase, acquire, own, hold, lease, either as lessor or lessee, sell, exchange, subdivide, mortgage, deed of trust, plant, improve, cultivate, develop, construct, maintain, manage, equip, repair, alter, operate and generally deal in and with, to pledge and otherwise encumber, and to sell, export, lease as lessor, and otherwise dispose of real and personal property of all kinds, including without limiting the generality of the foregoing language, manufacturing concerns, airports, aviation fields, factories, repair stations and shops, laboratories, schools, stores, offices, hotels, restaurants, parks, pavillions, plants and works, warehouses, office buildings, apartment houses, business blocks, and any and all other property, facilities, and equipment of every kind or description incidental to the business of this corporation.

F. To supervise and manage all classes of properties, income bearing or otherwise, for other persons, corporations

and associations; to act as agent, broker, or attorney in fact on a commission basis, or otherwise, for any person, corporation or association; to negotiate sales, leases, mortgages, deeds of trust and other encumbrances on other properties of other persons, corporations or associations, real, personal and mixed wheresoever situate; and generally to maintain, conduct and carry on the business of real estate agent and broker.

G. To acquire by purchase or otherwise, the good will, business, property rights, franchises and assets of every kind, with or without undertaking, either wholly or in part, the liabilities of any person, firm, association or corporation; and to acquire any business as a going concern or otherwise (a) by purchase of the assets thereof, wholly or in part, or (b) by acquisition of the shares or any part thereof, or (c) in any other manner, and to pay for the same in cash or bond or other evidence of indebtedness of this corporation, or otherwise; to hold, maintain, and operate or in any manner dispose of, the whole or any part of the goodwill, business, rights and property so acquired, and to conduct in any lawful manner the whole or any part of any business so acquired; and to exercise all the powers necessary or convenient in and about the management of such business.

H. To buy, contract for, lease and in any and all ways acquire, take, hold and own, and to sell, mortgage, pledge, deed of trust, lease and otherwise dispose of patents, licenses and processes of rights thereunder, and franchise rights and governmental, state or territorial, county and municipal grants and concessions of every character which this corporation may deem advantageous in the prosecution of its business, or in the maintenance, operation,

development or extension of its properties.

I. From time to time to apply for, purchase, acquire by assignment, transfer or otherwise, exercise, carry out and enjoy and benefit, right, privilege, prerogative or power conferred by, acquired under, or granted by any statute, ordinance, order license, power, authority, franchise, commission, right or privilege which any government or authority or governmental agency or corporation, or other public body, may be empowered to enact, make or grant; to pay for, aid in, and contribute toward carrying the same into effect and to appropriate any of this corporation's shares, bonds and/or assets to defray the costs, charges and expenses thereof.

J. To promote or to aid in any manner financially or otherwise, any person, corporation or association of which any shares, bonds, notes, debentures or other securities or evidencies of indebtedness are held directly or indirectly by this corporation; and for this purpose to guarantee the contracts, dividends, shares, bonds, notes, debentures and other obligations of such 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.

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

L. 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 person, corporation or association, whether domestic or foreign and whether now or hereafter organized or existing; and while the holder thereof to exercise all the rights, powers, and privileges of ownership, including the right to vote hereon, to the same extent as a natural person might or could do.

M. To carry on any business whatsoever which this corporation may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or which may be calculated directly or indirectly to promote the interests of this corporation, or to enhance the value of its property or business; to conduct its business in this state, in other colonies of the United States, and in foreign countries, in the District of Columbia, and in the territories; and to hold, purchase, mortgage and convey real and personal property either in or out of the State of California, and to have and to exercise all the powers conferred by the laws of California upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the provisions of any other clause, but shall be regarded as independent purposes.

IV

The principal office for the transaction of the business of this corporation is to be located in the county of Los Angeles, State of California.

V

This corporation is authorized to issue only one class of shares of stock; the total number of shares which this corporation shall have the authority to issue is 250,000, and the aggregate par value of all shares shall be $250,000, and the par value of each of such share shall be $1.00.

VI

The number of directors is three (3), and the names and addresses of the persons who are appointed to act as the first directors are:

RAY D. MARTIN	3510 Clark Street, Burbank, California
WILWOOD W. COOKE	634 No. Reese Place, Burbank, California
WILFRED TURCOTT	1906 Maple Street Burbank, California

VII

Authority is hereby granted to the holders of the shares of this corporation, entitled to vote, to change from time to time the authorized number of directors of this corporation by a duly adopted amendment to the By-Laws of this corporation.

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 including the persons named above, as the first directors of this corporation, have executed these Articles of Incorporation this 22 day of June, 1953.

Wilfred Turcott

Wilwood W. Cooke

Ray D. Martin

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this 17 day of June, 1953, before me, Daniel W. Gage, Esq., a Notary Public in and for said county and state, personally appeared Ray D. Martin, Milwood W. Cooke and Wilfred Moreott, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledged to me that they executed the same.

Notary Public in and for said county and state.

State of California

Office of the

Secretary of State

I, FRANK M. JORDAN, Secretary of State of the State of California, do hereby certify that the name

FLEETWOOD MACHINE PRODUCTS, INC.

is not one which is likely to mislead the public and is not the same as, and does not resemble, so closely as to tend to deceive, the name of a corporation formed under the laws of this State, or the name of a corporation not incorporated under the laws of this State which is authorized to transact intrastate business in this State, or a name which is under reservation, as provided in Section 310 of the Corporations Code of said State, and that said name is hereby reserved for a period of thirty days from the date hereof for the exclusive use of the applicant for this certificate.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Great Seal of the State of California, this 8th *day of* June, *A.D. 19*53.

Frank M. Jordan

Secretary of State

By

Assistant Secretary of State

62840 6-52 3M SPO

BEFORE THE
DEPARTMENT OF INVESTMENT
DIVISION OF CORPORATIONS
OF THE
STATE OF CALIFORNIA

In the matter of the application of

FLEETWOOD MACHINE PRODUCTS, INC.

for a permit authorizing the sale and issuance of securities.

PERMIT

File No. 113270LA

Receipt No. LA110427

This Permit Does Not Constitute a Recommendation or Endorsement of the Securities Permitted To Be Issued, But Is Permissive Only

FLEETWOOD MACHINE PRODUCTS, INC.,

a California corporation, is hereby authorized to sell and issue its securities as hereinbelow set forth:

1. To sell and issue an aggregate of not to exceed 106,587 of its shares to any or all of the following: Wilfred Turcott, Ray D. Martin, and Milwood W. Cooke, as full and final consideration for the assignment and transfer of the business and assets described in its application filed in the office of the Commissioner of Corporations on September 28, 1953, first to be made to applicant, subject to liabilities not exceeding in the aggregate the sum of $28,278.96 as of June 30, 1953, together with such additional liabilities as may have been incurred thereafter in the ordinary course of business to the date of transfer, provided that the net worth of the assets transferred to applicant shall not be less than the par value of the shares to be issued as consideration therefor.

This permit is issued upon the following condition:

(a) That unless revoked or suspended, or renewed upon application filed on or before the date of expiration specified in this condition, all authority to sell securities under paragraph 1 of this permit shall terminate and expire on the 20th day of April, 1954.

Dated: Los Angeles, California
October 21, 1953

EDWIN M. DAUGHERTY
Commissioner of Corporations

By H. A. Smith
H. A. SMITH
Assistant Commissioner

PMW:lkb
CORP FORM A-2
PRINTED 6-53 2EM SPC

ASSIGNMENT OF SHARES OF STOCK
SEPARATE FROM CERTIFICATE

For a good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, we, WILFRED TURCOTT and JUDITH TURCOTT, the undersigned, hereby assign, transfer and set over to FLEETWOOD MACHINE PRODUCTS, INC. all of the shares of stock of FLEETWOOD MACHINE PRODUCTS, INC. owned by us in the full, complete and final redemption thereof. We do hereby irrevocably constitute and appoint Marshall L. McDaniel as Attorney to transfer the said stock on the books and records of said FLEETWOOD MACHINE PRODUCTS, INC., with full power of substitution.

Effective with this assignment and transfer, we hereby confirm our full and complete resignation as directors, officers, and employees of FLEETWOOD MACHINE PRODUCTS, INC., and we do hereby sever any relationship whatsoever with FLEETWOOD MACHINE PRODUCTS, INC., other than as a creditor thereof.

Dated: July 29, 1966

Wilfred Turcott
WILFRED TURCOTT

Judith A Turcott
JUDITH TURCOTT

CONSENT TO HOLD AND WAIVER OF NOTICE

OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

FLEETWOOD MACHINE PRODUCTS, INC.
A California Corporation

We, the undersigned, being all of the directors of FLEETWOOD MACHINE PRODUCTS, INC., a California corporation, do hereby consent and agree to the holding of a special meeting of the board of directors of said corporation on Tuesday, December 8, 1953, at the hour of 7:00 o'clock P.M., at the principal office of the corporation, 11439 Van Owen Street, North Hollywood, California.

We hereby waive all requirements of notice of the time, place, and purpose of said meeting.

We further agree to the transaction of any and all business that may properly come before said meeting.

This Consent to Hold and Waiver of Notice of the special meeting may be executed in any number of counterparts.

Milwood W. Cooke
Milwood W. Cooke

Wilfred Turcott
Wilfred Turcott

Ray D. Martin
Ray D. Martin

RESOLVED, That this corporation be and it is hereby authorized to purchase that certain property more particularly described as: The East 50 ft. of the West 170 ft. (said distances measured to the center line of Farndale Avenue as shown 60 ft. wide) of the South 205 ft. of the West 10 acres (said distance and acreage being measured to the center line of VanOwen St., as shown 60 ft. wide) of the East half of Lot 7A of Lankershim Ranch Land and Water Company's Subdivision of East 12,000 acres of the South half of Rancho Ex-Mission de San Fernando, as per map recorded in Book 31, Page 39 et seq. of Misc. Records of Los Angeles County, in the office of the County Recorder; except the Southerly 25 ft. thereof included in VanOwen Street, from Ulysses P. Damron, a married man, for the sum of $10,000 cash, lawful money of the United States; and

BE IT FURTHER RESOLVED, that the President and Secretary be and they are hereby authorized on behalf of the corporation to open an escrow in connection with the purchase of said real property; and

BE IT FURTHER RESOLVED, that the President and Secretary be and they are hereby authorized to execute all papers necessary to acquire title; provided, however, that no escrow shall be commenced until it has been determined by the President and Secretary that the said real property has been zoned M-2.

I, Ray D. Martin, do hereby certify that I am the duly elected, qualified and acting secretary of Fleetwood Machine Products, Inc., a California corporation, and that the above is a true and correct copy of Resolutions passed at a special meeting of the Board of Directors of Fleetwood Machine Products, Inc. on the 7th day of November, 1953, and that a quorum was present.

Dated: November 11, 1953.

[illegible]

Numerical SIC Codes

The Standard Industrial Classification Codes (SIC) listed below will help you establish your company's SIC number. You will note that it is in numerical order. If you run down the list, you will find that they are categorized by industry groups. Pick the group that best fits your industry, find the number that is closest to the product or service that your company provides, then enter the four digit number on the line designated on the listing form.

The letters N.E.C. stand for Not Elsewhere Classified.

0174 Citrus Fruits
0179 Fruits & Tree Nuts, N.E.C.
0181 Nursery Products, Ornamental
0191 General Farms, Primary Crop
0211 Beef Cattle Feedlots
0212 Cattle, Except Feedlots
0252 Chicken Eggs
0259 Poultry and Eggs, N.E.C.
0273 Animal Aquaculture
0279 Animal Specialties, N.E.C.
0721 Crop Planting & Protection
0722 Crop Harvesting
0723 Crop Preparation Services for Market
0724 Cotton Ginning
0751 Livestock Services, Except Services for Animal Specialties
0761 Farm Labor Contractors and Crew Leaders
0762 Farm Management Services
0781 Landscape Counseling & Planning
0782 Lawn and Garden Services
0783 Ornamental Shrub and Tree Services
0912 Finfish
1061 Ferroalloy Ores, Except Vanadium
1311 Crude Petroleum & Natural Gas
1321 Natural Gas Liquids
1381 Drilling Oil & Gas Wells
1382 Oil & Gas Field Exploration Services
1389 Oil & Gas Field Services, N.E.C.
1411 Dimension Stone
1423 Crushed & Broken Granite
1429 Crushed & Broken Stone, N.E.C.
1440 Sand & Gravel
1442 Construction Sand & Gravel
1446 Industrial Sand
1459 Clay & Related Minerals, N.E.C.
1479 Chemicals & Fertilizer Mining, N.E.C.
1499 Minerals, Nonmetallic, N.E.C.
1511 Contractors, General Building
1520 Contractors, General Building, Residential Buildings
1521 Contractors, General - Single-Family Houses
1522 General Contractors, Residential Buildings, Other Than Single Family
1531 Operative Builders
1540 Contractors, General Building, Nonresidential Buildings
1541 Industrial Buildings & Warehouses
1542 Construction, Nonresidential, N.E.C.
1611 Construction Highway & Street, N.E.C.
1622 Bridge, Tunnel, and Elevated Highway Construction
1623 Water, Sewer, & Utility Lines
1629 Construction, Heavy, N.E.C.
1711 Plumbing, Heating (Except Electric) & Air Conditioning
1721 Painting, Paperhanging, and Decorating
1731 Electrical Work
1741 Masonry, Other Stonework
1742 Plastering, Drywall, Acoustical and Insulation Work
1743 Terrazzo, Tile, Marble & Mosaic Work
1751 Carpentering
1752 Floor Laying Floor Work, N.E.C.
1761 Roofing, Sheet Metal Work
1771 Concrete Work
1781 Water Well Drilling
1791 Structural Steel Erection
1793 Glass, Glazing Work
1794 Excavating & Foundation
1795 Wrecking, Demolition Work
1796 Installing Building Equipment
1799 Contractors, Special Trade, N.E.C.
2010 Meat Products
2011 Meatpacking Plants
2013 Sausages & Other Prepared Meats
2015 Poultry Slaughtering, Dressing, & Processing
2020 Dairy Products
2022 Cheese, Natural & Processed
2023 Milk, Condensed & Evaporated
2024 Ice Cream & Frozen Desserts
2026 Milk, Fluid
2030 Fruits & Vegetables, Preserved
2032 Canned Food Specialities
2033 Fruits & Vegetables, Canned
2034 Fruits, Vegetables, Soups, Dehydrated
2035 Pickles, Sauces, & Salad Dressings
2037 Fruits & Vegetables, Frozen
2038 Frozen Specialities
2040 Grain Mill Products
2041 Flour & Other Grain Mill Products
2043 Cereal Breakfast Foods
2044 Rice Milling
2045 Flour, Blended & Prepared
2046 Corn, Wet Milling
2047 Pet Food, Dog & Cat
2048 Feeds, Prepared, N.E.C.
2050 Bakery Products
2051 Bread, Cake, & Related Products
2052 Cookies & Crackers
2060 Sugar & Confectionery Products
2061 Sugar, Raw Cane
2062 Sugar Cane Refining
2063 Sugar, Beet
2064 Confectionery Products
2066 Chocolate & Cocoa Products
2068 Nuts & Seeds, Salted & Roasted
2070 Fats & Oils
2074 Cottonseed Oil Mills
2076 Vegetable Oil Mills, N.E.C.
2077 Fats & Oils, Animal & Marine
2079 Oils, Shortening & Cooking
2080 Beverages
2082 Malt Beverages
2083 Malt
2084 Wines, Brandy, & Brandy Spirits
2085 Liquor, Distilled, Except Brandy
2086 Soft Drinks, Bottled & Canned
2087 Flavoring Extracts & Sirups, N.E.C.
2090 Foods & Kindred Products, Miscellaneous
2091 Seafoods, Canned & Cured
2092 Fish, Packaged, Fresh or Frozen
2095 Coffee, Roasted
2096 Potato Chips & Similar Products
2097 Ice Manufactured
2098 Macaroni & Spaghetti
2099 Food Preparations, N.E.C.
2121 Cigars
2211 Cotton, Weaving Mills
2221 Synthetics, Weaving Mills
2231 Wool, Weaving & Finishing Mills
2241 Narrow Fabric Mills
2250 Knitting Mills
2251 Hosiery, Women's, Except Socks
2253 Knit Outerwear Mills
2257 Circular Knit Fabric Mills
2260 Textile Finishing, Except Wool
2261 Cotton, Finishing Plants
2262 Synthetics, Finishing Plants
2269 Finishing Plants, N.E.C.
2270 Floor Covering Mills
2273 Carpets & Rugs
2280 Yarn & Thread Mills
2284 Thread Mills
2290 Textile Goods, Miscellaneous
2295 Coated Fabrics, Not Rubberized
2298 Cordage & Twine
2299 Textile Goods, N.E.C.
2311 Suits & Coats, Men's & Boys'
2320 Furnishings, Men's & Boys'
2321 Shirts, Men's & Boys'
2322 Underwear & Nightwear, Men's & Boys'
2323 Neckwear, Men's & Boys'
2325 Separate Trousers & Casual Slacks, Men's & Boys'
2326 Work Clothing, Men's & Boys'
2329 Clothing, Men's & Boys', N.E.C.
2330 Outerwear, Women's & Misses'
2331 Blouses & Waists, Women's & Misses'
2335 Dresses, Women's & Misses'
2337 Suits & Coats, Women's & Misses'
2339 Outerwear, Women's & Misses', N.E.C.
2341 Underwear, Women's & Children's
2342 Bresslieres & Allied Garments
2353 Hats, Caps, & Millinery
2360 Outerwear, Children's
2361 Girls', Children's, & Infants' Dresses, Blouses, Waists, & Shirts
2369 Outerwear, Children's, N.E.C.
2371 Fur Goods
2380 Apparel & Accessories, Miscellaneous
2381 Gloves, Fabric Dress & Work
2384 Robes & Dressing Gowns
2385 Waterproof Outer Garments
2386 Leather & Sheep Lined Clothing
2387 Belts, Apparel
2389 Apparel & Accessories, N.E.C.
2390 Textile Products, Miscellaneous Fabricated
2391 Curtains & Draperies
2392 Housefurnishings, N.E.C.
2393 Bags, Textile
2394 Canvas & Related Products
2395 Pleating & Stitching
2396 Automotive & Apparel Trimmings
2397 Schiffli Machine Embroideries
2399 Textile Products, Fabricated, N.E.C.
2411 Logging Camps & Logging Contractors
2421 Sawmills & Planing Mills, General
2426 Hardwood Dimension & Flooring
2429 Sawmills, Special Product, N.E.C.
2430 Millwork, Plywood & Structural Members
2431 Millwork
2434 Cabinets, Wood Kitchen
2435 Hardwood Veneer & Plywood
2439 Structural Wood Members, N.E.C.
2440 Wood Containers
2441 Boxes, Nailed Wood & Shook
2448 Pallets & Skids, Wood
2449 Containers, Wood, N.E.C.
2451 Mobile Homes, Wood
2452 Buildings, Prefabricated Wood
2490 Wood Products, Miscellaneous
2491 Wood Preserving
2493 Reconstituted Wood Products
2499 Wood Products, N.E.C.
2510 Furniture, Household
2511 Furniture, Wood Household
2512 Furniture, Upholstered Household
2514 Furniture, Metal Household
2515 Mattresses & Bedsprings

2511 Furniture, Household, Except Wood
2512 Furniture, Household, Except Wood
2517 Furniture, Office, Except Wood
2540 Partitions & Fixtures
2541 Partitions & Fixtures, Wood
2542 Partitions & Fixtures, Except Wood
2590 Furniture & Fixtures, Miscellaneous
2591 Drapery Hardware & Blinds & Shades
2599 Furniture & Fixtures, N.E.C.
2611 Pulp Mills
2621 Paper Mills
2631 Paperboard Mills
2640 Paper Products, Miscellaneous Converted
2650 Containers & Boxes, Paperboard
2652 Boxes, Setup Paperboard
2653 Boxes, Corrugated & Solid Fiber
2655 Cans, Drums & Similar Products, Fiber
2656 Sanitary Food Containers
2657 Boxes, Folding Paperboard
2671 Paper Coating & Laminating for Packaging
2672 Paper Coating & Laminating, Except for Packaging
2673 Bags, Plastics, Laminated & Coated
2674 Bags, Uncoated Paper & Multiwall
2675 Paper & Board, Die-Cut
2676 Sanitary Paper Products
2677 Envelopes
2678 Stationery Products
2679 Pulp Goods, Pressed & Molded
2711 Newspapers
2721 Periodicals
2730 Books
2731 Book Publishing
2732 Book Printing
2741 Publishing, Directories & Catalogs, Misc
2750 Printing
2752 Printing, Lithographic
2754 Printing, Gravure
2759 Printing, Commercial, N.E.C
2761 Business Forms, Manifold
2771 Publishing, Greeting Card
2780 Bookbinding & Blankbooks
2782 Binders, Blankbooks & Looseleaf
2789 Bookbinding & Related Work
2790 Printing Trade Services
2791 Typesetting
2796 Platemaking
2810 Chemicals, Industrial Inorganic
2812 Alkalies & Chlorine
2813 Gases, Industrial
2816 Pigments, Inorganic
2819 Chemicals, Industrial Inorganic, N.E.C.
2820 Plastics Materials & Synthetics
2821 Plastics Materials & Resins
2822 Rubber, Synthetic
2823 Cellulosic Man-Made Fibers
2824 Organic Fibers, Noncellulosic
2830 Drugs
2833 Medicinals & Botanicals
2834 Pharmaceutical Preparations
2835 Diagnostic Substances
2836 Biological Products, Except Diagnostic Substances
2840 Soaps, Cleaners, & Toilet Goods
2841 Soap & Other Detergents
2842 Polishes & Sanitation Goods
2843 Surface Active Agents
2844 Toilet Preparations
2851 Paints & Allied Products
2860 Chemicals, Industrial Organic
2865 Cyclic Crudes & Intermediates
2869 Chemicals, Industrial Organic, N.E.C.
2870 Chemicals, Agricultural
2873 Fertilizers, Nitrogenous
2875 Fertilizers, Mixing Only
2879 Chemicals, Agricultural, N.E.C.
2890 Chemical Products, Miscellaneous
2891 Adhesives & Sealants
2892 Explosives
2893 Printing Ink
2899 Chemical Preparations, N.E.C.
2911 Petroleum Refining
2950 Paving & Roofing Materials
2951 Paving Mixtures & Blocks
2952 Asphalt Felts & Coatings
2990 Petroleum & Coal Products, Miscellaneous
2992 Lubricating Oils & Greases
2999 Petroleum & Coal Products, N.E.C.
3011 Tires & Inner Tubes
3012 Tires & Tubes, Passenger Car
3013 Tires & Tubes, Except Passenger Car
3014 Rubber & Plastics Footwear
3015 Rubber & Plastics Hose & Belting
3016 Rubber & Plastics Fabricated Products, N.E.C.
3021 Rubber & Plastics Footwear
3022 Rubber & Plastics Hose & Belting
3023 Rubber & Plastics Footwear
3024 Rubber & Plastics Hose & Belting
3025 Rubber & Plastics Fabricated Products, N.E.C.
3031 Reclaimed Rubber
3032 Rubber Products, Fabricated, N.E.C.
3041 Unsupported Sheet & Film
3042 Unsupported Profile Shapes
3053 Laminated Plate & Sheet
3084 Pipe
3085 Bottles
3086 Plastics Foam Products
3087 Custom Compounding of Purchased Resins
3088 Plumbing Fixtures
3089 Plastics Products, Miscellaneous
3111 Leather Tanning & Finishing
3130 Boot & Shoe Cut Stock & Findings
3131 Boot and Shoe Cut Stock and Findings
3140 Footwear, Except Rubber
3143 Footwear, Men's, Except Athletic
3151 Gloves & Mittens, Leather
3161 Luggage
3171 Handbags & Purses, Women's
3172 Leather Goods, Personal, N.E.C.
3199 Leather Goods, N.E.C.
3211 Glass, Flat
3220 Glass & Glassware, Pressed or Blown
3221 Glass Containers
3229 Glass, Pressed & Blown, N.E.C.
3231 Glass Products Made of Purchased Glass
3241 Cement, Hydraulic
3250 Clay Products, Structural
3251 Brick & Structural Clay Tile
3253 Tile, Ceramic Wall & Floor
3255 Clay Refractories
3259 Clay Products, Structural, N.E.C.
3260 Pottery & Related Products
3261 Plumbing Fixtures, Vitreous
3262 Food Utensils, Vitreous China
3264 Electrical & Electronic Supplies, Porcelain
3269 Pottery Products, N.E.C.
3270 Concrete, Gypsum, & Plaster Products
3271 Concrete Block & Brick
3272 Concrete Products, N.E.C.
3273 Concrete, Ready-Mixed
3274 Lime
3275 Gypsum Products
3281 Stone & Stone Products, Cut
3290 Mineral Products - Nonmetallic, Miscellaneous
3291 Abrasive Products, Nonmetallic
3292 Asbestos Products
3295 Minerals, Ground or Treated
3296 Mineral Wool
3297 Refractories, Nonclay
3299 Mineral Products - Nonmetallic, N.E.C.
3310 Steel Products, Basic & Blast Furnaces
3312 Blast Furnaces & Steel Mills
3313 Electrometallurgical Products
3315 Wire, Steel, & Related Products
3316 Steel Shapes, Cold Finishing
3317 Pipe & Tubes, Steel
3320 Foundries, Iron & Steel
3321 Foundries, Gray Iron
3322 Foundries, Malleable Iron
3324 Foundries, Steel Investment
3325 Foundries, Steel, N.E.C.
3330 Nonferrous Metals, Primary
3331 Copper, Primary
3334 Aluminum, Primary
3339 Nonferrous Metals, Primary, N.E.C.
3341 Nonferrous Metals, Secondary
3350 Nonferrous Metals, Rolling & Drawing
3351 Copper Rolling & Drawing
3353 Aluminum Sheet, Plate, & Foil
3354 Aluminum Extruded Products
3355 Aluminum Rolling & Drawing, N.E.C.
3356 Nonferrous Metals, Rolling & Drawing, N.E.C.
3357 Wire Drawing & Insulating, Nonferrous
3360 Foundries, Nonferrous
3363 Aluminum Die Castings
3364 Nonferrous Die Castings, Except Aluminum
3365 Aluminum Foundries
3366 Copper Foundries
3369 Foundries, Nonferrous, N.E.C.
3390 Metal Products, Primary, Miscellaneous
3398 Heat Treating, Metal
3399 Metal Products, Primary, N.E.C.
3410 Cans & Shipping Containers, Metal
3411 Cans, Metal
3420 Cutlery, Hand Tools & Hardware
3421 Cutlery
3423 Hand & Edge Tools, N.E.C.
3425 Handsaws & Saw Blades
3429 Hardware, N.E.C.
3430 Plumbing & Heating, Except Electric
3431 Sanitary Ware, Metal
3432 Plumbing Fittings & Brass Goods
3433 Heating Equipment, Except Electric
3440 Structural Metal Products, Fabricated
3441 Structural Metal, Fabricated
3442 Doors, Sash, & Trim, Metal
3443 Plate Work, Fabricated
3444 Sheet Metal Work
3446 Metal Work, Architectural
3448 Buildings, Prefabricated Metal
3449 Metalwork, Miscellaneous
3450 Screw Machine Products, Bolts, etc.
3451 Screw Machine Products
3452 Bolts, Nuts, Screws, Rivets, & Washers
3460 Forgings & Stampings, Metal
3462 Forgings, Iron & Steel
3463 Forgings, Nonferrous
3465 Stampings, Automotive
3466 Crowns & Closures, Metal
3469 Stampings, Metal, N.E.C.
3470 Metal Services, N.E.C.
3471 Plating & Polishing
3479 Metal Coating & Allied Services
3480 Ordnance & Accessories, Except Vehicles & Guided Missiles
3482 Ammunition, Small Arms
3484 Small Arms
3489 Ordnance & Accessories, N.E.C.
3490 Fabricated Metal Products, Miscellaneous
3491 Industrial Valves
3492 Fluid Power Valves & Hose Fittings
3493 Springs, Steel, Except Wire
3494 Valves & Pipe Fittings, N.E.C.
3495 Springs, Wire
3496 Wire Products, Fabricated, Miscellaneous
3497 Foil & Leaf, Metal
3498 Pipe & Fittings, Fabricated
3499 Metal Products, Fabricated, N.E.C.
3510 Engines & Turbines
3511 Turbines & Turbine Generator Sets
3519 Engines, Internal Combustion, N.E.C.
3520 Farm & Garden Machinery
3523 Farm Machinery & Equipment
3524 Lawn & Garden Equipment
3530 Construction & Related Machinery
3531 Construction Machinery
3532 Mining Machinery
3533 Oil Field Machinery
3534 Elevators & Moving Stairways
3535 Conveyors & Conveying Equipment
3536 Hoists, Cranes, & Monorails
3537 Trucks & Tractors, Industrial
3540 Machinery, Metalworking
3541 Machine Tools, Metal Cutting
3542 Machine Tools, Metal Forming
3543 Patterns, Industrial
3544 Dies, Tools, Jigs, & Fixtures, Special
3545 Machine Tool Accessories
3546 Tools, Power Driven Hand
3547 Machinery, Rolling Mill
3548 Welding Apparatus
3549 Machinery, Metalworking, N.E.C.
3550 Machinery, Special Industry
3552 Machinery, Textile
3553 Machinery, Woodworking
3554 Machinery, Paper Industries
3555 Machinery, Printing Trades
3556 Machinery, Food Products
3559 Machinery, Special Industry, N.E.C.
3560 Machinery, General Industrial
3561 Pumps & Pumping Equipment
3562 Bearings, Ball & Roller
3563 Compressors, Air & Gas
3564 Blowers & Fans
3565 Packaging Machinery
3566 Speed Changers, Drives, & Gears
3567 Furnaces & Ovens, Industrial
3568 Power Transmission Equipment, N.E.C.
3569 Machinery, General Industrial, N.E.C.
3570 Office & Computing Machines
3571 Computers
3575 Computer Terminals
3577 Computer Peripheral Equipment, N.E.C.
3578 Calculating & Accounting Machines

[illegible] Machinery, Except Electrical, N.E.C.
[illegible] Refrigeration & Heating Equipment
[illegible] Laundry & Drycleaning
[illegible] Machinery, Service Industry, N.E.C.
3590 Machinery, Except Electrical, Miscellaneous
3592 Carburetors, Pistons, Rings, Valves
3593 Fluid Power Cylinders & Actuators
3594 Fluid Power Pumps & Motors
3596 Scales & Balances, Except Laboratory
3599 Machinery, Except Electrical, N.E.C. & Machine Shop Job Work
3610 Electric Distributing Equipment
3612 Transformers, N.E.C.
3613 Switchgear & Switchboard Apparatus
3620 Electrical Industrial Apparatus
3621 Motors & Generators
3624 Carbon & Graphite Products
3625 Relays & Industrial Controls
3629 Electrical Industrial Apparatus, N.E.C.
3630 Appliances, Household
3631 Cooking Equipment&Household
3632 Refrigerators & Freezers, Household
3633 Laundry Equipment, Household
3634 Housewares & Fans, Electric
3635 Vacuum Cleaners, Household
3639 Appliances, Household, N.E.C.
3640 Lighting & Wiring Equipment, Electric
3641 Lamps, Electric
3643 Wiring Devices, Current-Carrying
3644 Wiring Devices, Noncurrent-Carrying
3645 Lighting Fixtures, Residential
3646 Lighting Fixtures, Commercial
3647 Lighting Equipment, Vehicular
3648 Lighting Equipment, N.E.C.
3650 Radio & TV Receiving Equipment
3651 Radio & TV Receiving Sets
3652 Phonograph Records
3660 Communication Equipment
3661 Telephone & Telegraph Apparatus
3663 Radio & TV Communications System & Equipment and Broadcast & Studio
3669 Other Communications Equipment, N.E.C
3670 Electronic Components & Accessories
3671 Electron Tubes, Receiving Type
3672 Printed Circuit Boards
3674 Semiconductors & Related Devices
3675 Capacitors, Electronic
3676 Resistors, Electronic & Electric
3677 Coils & Transformers, Electronic
3678 Connectors, Electronic
3679 Electronic Components, N.E.C.
3690 Electrical Equipment & Supplies, Miscellaneous
3691 Batteries, Storage
3692 Batteries, Primary, Dry & Wet
3694 Engine Electrical Equipment
3695 Recording Media
3699 Electrical Equipment & Supplies, N.E.C.
3710 Motor Vehicles & Equipment
3711 Motor Vehicles & Car Bodies
3713 Truck & Bus Bodies
3714 Motor Vehicle Parts & Accessories
3715 Truck Trailers
3720 Aircraft & Parts
3721 Aircraft
3724 Aircraft Engines & Engine Parts
3728 Aircraft Equipment, N.E.C. Ground Support
3730 Ship & Boat Building & Repairing
3731 Ship Building & Repairing
3732 Boat Building & Repairing
3743 Railroad Equipment
3751 Motorcycles, Bicycles, & Parts
3760 Guided Missiles, Space Vehicles, Parts
3761 Guided Missiles & Space Vehicles
3764 Space Propulsion Units & Parts
3769 Space Vehicle Equipment, N.E.C.
3790 Transportation Equipment, Miscellaneous
3792 Travel Trailers & Campers
3799 Transportation Equipment, N.E.C.
3812 Search, Detection, Navigation, & Guidance Systems and Instruments
3820 Measuring & Controlling Devices
3821 Laboratory Apparatus & Furniture
3822 Environmental Controls
3823 Instruments, Process Control
3824 Fluid Meters & Counting Devices
3825 Instruments to Measure Electricity
3826 Analytical Instruments
[illegible] Medical & Dental Instruments
[illegible] Surgical & Medical Instruments
[illegible] Surgical Appliances & Supplies
3843 Dental Equipment & Supplies
3844 X-Ray Apparatus & Tubes
3845 Electromedical & Electrotherapeutic Apparatus
3851 Ophthalmic Goods
3861 Photographic Equipment & Supplies
3873 Watches, Clocks, & Watchcases
3910 Jewelry, Silverware, & Plated Ware
3911 Jewelry, Precious Metal
3914 Silverware & Plated Ware
3915 Jewelers' Materials & Lapidary Work
3931 Musical Instruments
3940 Toys & Sporting Goods
3942 Dolls
3944 Games, Toys, & Children's Vehicles
3949 Sporting & Athletic Goods, N.E.C.
3951 Pens & Mechanical Pencils
3952 Pens, Pencils, Office & Art Supplies
3953 Marking Devices
3955 Carbon Paper & Inked Ribbons
3960 Costume Jewelry & Notions
3961 Costume Jewelry
3965 Needles, Pins, Buttons, & Clothing Fasteners
3990 Manufacturers, Miscellaneous
3991 Brooms & Brushes
3993 Signs & Advertising Displays
3995 Caskets, Burial
3996 Floor Coverings, Hard Surface
3999 Manufacturing Industries, N.E.C.
4011 Railroads & Line-Haul Operating
4013 Switching & Terminal Companies
4119 Local Passenger Transportation, N.E.C.
4121 Taxicabs
4131 Intercity Highway Transportation
4140 Passenger Transportation Charter Service
4142 Charter Service, Except Local
4173 Bus Terminal & Service Facilities
4210 Trucking, Local & Long Distance
4212 Trucking, Local, Without Storage
4213 Trucking Except Local
4214 Local Trucking & Storage
4215 Courier Services, Except by Air
4220 Warehousing, Public
4222 Refrigerated Warehousing
4225 Warehousing & Storage, General
4226 Special Warehousing & Storage, N.E.C.
4231 Trucking Terminal Facilities
4412 Deep Sea Foreign Transportation of Freight
4453 Lighterage
4492 Towing & Tugboat Services
4493 Marinas
4499 Water Transportation Services, N.E.C.
4512 Air Transportation, Scheduled
4513 Air Courier Services
4522 Air Transportation, Nonscheduled
Services Related to Air
4581 Services Related to Air Transportation
4612 Crude Petroleum Pipe Lines
4619 Pipe Lines, N.E.C.
4724 Travel Agencies
4725 Tour Operators
4729 Arrangement of Passenger Transportation, N.E.C.
4731 Freight Forwarding & Arrangement
4783 Packing & Crating
4785 Inspection Services, Fixed Facilities, N.E.C.
4789 Transportation Services, N.E.C.
4812 Radio Telephone Communications Services
4813 Telephone Communications, Except Radio Telephone
4822 Telegraph & Other Message Communications
4832 Radio Broadcasting
4833 Television Broadcasting
4841 Cable & Other Pay TV
4899 Communication Services, N.E.C.
4911 Electric Services
4922 Natural Gas Transmission
4925 Gas Production and/or Distribution
4931 Electric & Other Services Combined
4932 Gas & Other Services Combined
4941 Water Supply
4953 Refuse Systems
[illegible] Sanitary Services, N.E.C.
[illegible] Steam Supply
[illegible] Irrigation Systems
[illegible] Motor Vehicles & Automotive Equipment
5012 Automobiles & Other Motor Vehicles
5013 Motor Vehicle Parts & Supplies, New
5014 Tires & Tubes
5015 Motor Vehicle Parts, Used
5020 Furniture & Home Furnishings
5021 Furniture
5023 Home Furnishings
5030 Lumber & Other Construction Materials, Wholesale
5031 Lumber, Plywood, Millwork
5032 Brick, Stone, & Related Products
5033 Roofing, Siding, & Insulation
5039 Construction Materials
5043 Photographic Equipment & Supplies
5044 Office Equipment
5045 Computers & Computer Peripheral Equipment & Software
5046 Commercial Equipment, N.E.C.
5047 Medical & Hospital Equipment
5049 Professional Equipment, N.E.C.
5051 Metals Service Centers & Offices
5060 Electrical Goods, Wholesale
5063 Electrical Apparatus & Equipment, Wiring Supplies & Construction
5064 Electrical Appliances, Television & Radio
5065 Electronic Parts & Equipment, Wholesale
5070 Hardware & Plumbing & Heating Equipment & Supplies, Wholesale
5072 Hardware, Wholesale
5074 Plumbing & Hydronic Supplies
5075 Warm Air Heating
5078 Refrigeration Equipment & Supplies
5080 Machinery Equipment & Supplies
5082 Construction & Mining Machinery & Equipment
5083 Farm Machinery & Equipment
5084 Machinery & Equipment, Industrial
5085 Industrial Supplies
5087 Service Establishment Equipment & Supplies
5088 Transportation Equipment & Supplies
5090 Miscellaneous Durable Goods
5091 Sporting & Recreational Goods & Supplies
5092 Toys & Hobby Goods & Supplies
5093 Scrap & Waste Materials
5094 Watches & Parts Wholesale
5099 Durable Goods, N.E.C.
5110 Paper & Paper Products
5111 Printing & Writing Paper
5112 Stationery & Supply
5113 Industrial & Personal Service Paper
5122 Drugs, Drug Proprietaries & Druggists' Sundries
5130 Apparel, Piece Goods & Notions
5131 Piece Goods & Notions
5136 Men's Clothing & Furnishings
5137 Women's, Children's & Infants' Clothing & Accessories
5139 Footwear
5140 Groceries & Related Products
5141 Groceries, General Line
5142 Frozen Foods
5143 Dairy Products
5144 Poultry & Poultry Products
5145 Confectionery
5146 Fish & Seafoods
5147 Meats & Meat Products
5148 Fresh Fruits & Vegetables
5149 Groceries & Related Products, N.E.C.
5150 Farm-Product Raw Materials
5152 Cotton
5153 Grain
5154 Livestock
5159 Farm-Product Raw Materials, N.E.C.
5162 Plastics Materials & Basic Shapes
5169 Chemicals & Allied Products, N.E.C.
5170 Petroleum & Petroleum Products
5171 Petroleum Bulk Stations & Terminals
5172 Petroleum Products
5181 Beer & Ale
5182 Wines & Distilled Alcoholic Beverages
5191 Farm Supplies
5192 Books, Periodicals, & Newspapers
5194 Tobacco & Tobacco Products
5198 Paints, Varnishes & Supplies
5199 Nondurable Goods, N.E.C.
5211 Lumber & Other Building Material Dealers
5231 Hardware & Wallpaper Store

[illegible] Dealers
[illegible] Stores
[illegible] Food Stores
[illegible] Dealers (New & Used)
[illegible] Dealers & Accessory Dealers
5551 Boat Dealers
5561 Utility Trailer Dealers
5571 Motorcycle Dealers
5599 Automotive Dealers
5631 Women's Accessory & Specialty Stores
5661 Shoe Stores
5712 Furniture Stores
5722 Household Appliance Stores
5732 Radio & Television Stores
5921 Liquor Stores
5931 Used Merchandise Stores
5943 Stationery Stores
5948 Luggage & Leather Goods Stores
5962 Automatic Merchandising Operators
5983 Fuel Oil Dealers
5984 Bottle Gas Dealers
5999 Miscellaneous Retail Stores, N.E.C.
6020 Commercial Banks
6021 Banks, National
6022 Banks, State Commercial
6035 Savings, Institution, Federally Chartered
6052 Foreign Exchange Establishments
6082 Banking Institutions, Foreign Trade & International
6111 Credit Agencies, Federal & Federally Sponsored
6120 Savings & Loan Associations
6122 Federal Savings and Loan Associations
6124 State Savings and Loan Associations, Not Insured, Members of the Federal
6131 Agricultural Credit Institutions
6141 Credit Institutions, Personal
6146 Installment Sales Finance Companies
6153 Business Credit Institutions, Short-Term
6159 Business Credit Institutions, Miscellaneous
6162 Mortgage Bankers & Correspondents
6163 Loan Brokers
6211 Security Brokers & Dealers
6221 Commodity Contracts Brokers & Dealers
6231 Security and Commodity Exchanges
6282 Investment Advice & Research
6289 Securities of Commodities, Services Allied with the Exchange of
6311 Life Insurance
6321 Accident & Health Insurance
6324 Hospital & Medical Service Plans
6331 Fire, Marine and Casualty Insurance
6351 Surety Companies
6361 Title Insurance
6371 Pension, Health, and Welfare Funds
6411 Insurance Agents, Brokers & Service
6512 Operators of Nonresidential Buildings
6513 Operators of Apartment Buildings
6531 Real Estate Agents & Managers
6541 Title Abstract Offices
6552 Subdividers & Developers
6553 Cemetery Subdividers and Developers
6712 Bank Holding Companies
6733 Trusts, Except Educational, Religious, and Charitable
6794 Patent Owners and Lessors
6799 Investors, N.E.C.
7011 Hotels, Inns, Tourist Courts
7032 Sporting and Recreational Camps
7211 Power Laundry, Family & Commercial
7213 Linen Supply
7215 Coin-operated Laundries and Dry Cleaning
7216 Dry Cleaning Plants
7217 Carpet & Upholstery Cleaners
7218 Industrial Launderers
7219 Laundry & Garment Services
7221 Photographic Studios, Portrait
7261 Funeral Service & Crematories
7291 Tax Return Preparation Services
7311 Advertising Agency
7312 Outdoor Advertising Services
7313 Radio & TV Advertising Representatives
7319 Advertising, N.E.C.
7331 Direct Mail Advertising Services
7334 Photocopying & Duplicating Services
7335 Photography, Commercial
7336 Art & Graphic Design, Commercial
7342 Disinfecting & Exterminating

[illegible] Services, N.E.C.
[illegible] Rental Services
[illegible] Medical Equipment Rental
[illegible] Heavy Construction & Contractors Equipment Rental & Leasing
7359 Equipment Rental & Leasing, N.E.C.
7361 Employment Services
7363 Help Supply Services
7370 Computer & Data Processing Services
7371 Computer Programming Services, Custom
7372 Computer Programming & Other Software Services
7373 Computer Integrated System Design
7374 Data Processing Services
7375 Electronic Information Retrieval Services
7376 Computer Facilities Management
7376 Computer Facilities Management
7377 Computer Rental & Leasing
7378 Computer Maintenance & Repair
7379 Computer Related Services, N.E.C.
7381 Detective, Guard, & Armored Car Services
7382 Security Systems Services
7384 Photofinishing Laboratories
7389 Business Services, N.E.C.
7390 Business Services, Miscellaneous
7391 Laboratories, Research & Development
7513 Truck Rental & Leasing, Without Drivers
7514 Passenger Car Rental, Without Drivers
7515 Passenger Car Leasing, Without Drivers
7519 Utility, Housing Trailer Rental
7521 Automobile Parking
7532 Top, Body, & Upholstery Repair & Paint Shops
7533 Motor Vehicle Exhaust Systems Repair Shops
7534 Tire Retreading and Repair Shops
7537 Motor Vehicle Transmission Repair Shops
7539 Automotive Repair Shops, N.E.C.
7542 Car Washes
7549 Automotive Services, Except Repair and Car Washes
7622 Radio & Television Repair
7623 Refrigeration Service & Repair
7629 Electrical Repair Shops
7631 Watch, Clock, and Jewelry Repair
7641 Reupholstery and Furniture Repair
7692 Welding Repair
7694 Armature Rewinding Shops
7699 Repair Shops & Related Services, N.E.C.
7810 Motion Picture Production & Allied Services
7812 Motion Picture Production
7819 Motion Picture Production & Services, Allied
7822 Motion Picture & Tape Distribution
7829 Motion Picture Distribution Services
7832 Motion Picture Theatres
7841 Video Tape Rental
7922 Theatrical Producers & Services
7929 Bands, Orchestras, Actors, and Other Entertainers and Entertainment
7948 Racing, Including Track Operation
7997 Membership Sports & Recreation Clubs
7999 Amusement & Recreation, N.E.C.
8021 Dentists, Offices & Clinics
8049 Offices of Health Practitioners, N.E.C.
8059 Nursing and Personal Care Facilities, N.E.C.
8060 Hospitals
8071 Medical Laboratories
8072 Dental Laboratories
8081 Outpatient Care Facilities
8099 Health & Allied Services, N.E.C.
8111 Legal Services
8221 Colleges, Universities & Professional Schools
8222 Junior Colleges & Technical Institutes
8241 Correspondence Schools
8244 Business & Secretarial Schools
8249 Vocational Schools
8299 Schools & Educational Services, N.E.C.
8331 Job Training and Vocational Rehabilitation Services
8399 Social Services, N.E.C.
8411 Museums and Art Galleries
8611 Business Associations

[illegible] Professional Organizations
[illegible] Labor Organizations
[illegible] Religious Organizations
[illegible] Membership Organizations, N.E.C.
[illegible] Engineering Services
8712 Architectural Services
8713 Surveying Services
8721 Accounting, Auditing & Bookkeeping Services
8732 Economic, Sociological, & Educational Research, Commercial
8733 Noncommercial Research Organizations
8734 Testing Laboratories
8741 Management Services
8742 Management Consulting Services
8743 Public Relations Services
8744 Management Services, Facilities Support
8748 Business Consulting Services, N.E.C.
8999 Services, N.E.C.
9511 Air and Water Resource and Solid Waste Management
9611 Administration of General Economic Programs
9721 International Affairs

7/8

State of California

Office of the
Secretary of State

I, FRANK M. JORDAN, Secretary of State of the State of California, do hereby certify that the name

FLEETWOOD MACHINE PRODUCTS, INC.

is not one which is likely to mislead the public and is not the same as, and does not resemble, so closely as to tend to deceive, the name of a corporation formed under the laws of this State, or the name of a corporation not incorporated under the laws of this State which is authorized to transact intrastate business in this State, or a name which is under reservation, as provided in Section 310 of the Corporations Code of said State, and that said name is hereby reserved for a period of thirty days from the date hereof for the exclusive use of the applicant for this certificate.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Great Seal of the State of California, this 8th day of June, A.D. 19 53

Frank M. Jordan
Secretary of State

By [illegible]
Assistant Secretary of State

62840 5-52 2M SPC

97156

ADDRESS LIST

ADAMS, MELVIN R.

JOB TITLE: INSPECTOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

ALVES, DENNIS

JOB TITLE: GRINDING SUPERVISOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

ASH, GEORGE

JOB TITLE: MANAGER
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: AERO DIV. - PHOENIX, ARIZONA
BUS. TEL.: 602 273-1512
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

BRISENO, RUBEN

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.: FX-6 Personal Privacy

CACERES, JOSE

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.: FX-6 Personal Privacy

CALTON, MARY LOU

JOB TITLE: OFFICE CLERK
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.: FX-6 Personal Privacy

CEBELLOS, JOSE

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.: FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

CEDENO, DORA

JOB TITLE: ASSEMBLY
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

CLALK, PATRICK

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

CHASE, RON

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

CHAVEZ, JAVIER

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA.
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX

ADDRESS LIST

CONROW, JERRY

JOB TITLE: CPA
BUS. NAME: CONROW CPA
BUS. ADDRESS: 23871 MADISON ST.
TORRANCE, CA 90505
BUS. TEL.: 213 378-8318
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

COOKE, DON

JOB TITLE: SALES
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

COOKE, KAREN

JOB TITLE: OFFICE
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

COOKE, MICHELLE

JOB TITLE: OFFICE CLERK
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

COOKE, THOMAS

JOB TITLE: MANUFACTURING MANAGER
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

COOKE, WILLIAM L.

JOB TITLE: PRESIDENT
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

CORRAL, FRANCISCO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

GALAZ, PEDRO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

GALAZ, SANTIAGEO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NORTH HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

GERMANN, DENNIS

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NORTH HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

GOMEZ, LUCY

JOB TITLE: ASSEMBLY
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

GONZALEZ, DUBAN

JOB TITLE: NIGHT SUPERVISOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

HUERTA, JUAN

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

IBARRA, JUAN

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

LANDEROS, ADOLFO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

LEDUC, MARK

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

LOMBARD, ANDREW

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.: FX-6 Personal Privacy
RES. TEL.:

LOPEZ, MAGDALENA

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

LOPEZ, MARCELLA

JOB TITLE: ASSEMBLY
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

MAGALLON, RIGOBERTO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VAN OWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

ADDRESS LIST

MATHESON, JOHN

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.: FX-6 Personal Privacy
RES. TEL.:

MAYORGA, GABRIEL

JOB TITLE: LEADMAN-MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

MENDOZA, JOSE

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

MICONI, JIM

JOB TITLE: QUALITY CONTROL SUPERVISOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

APPENDIX "A"

ADDRESS LIST

MICONI, LINDA

JOB TITLE: SHIPPING DEPT.
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

MIGNOGNA, SUSAN

JOB TITLE: OFFICE CLERK
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

MONTALBAN, MIGUEL

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

MORENO, FERNANDO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

MORENO, LUIS

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

NAVARRO, EPIGMENIO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

NESBITT, ROBERT

JOB TITLE: PRODUCTION CONTROL MANAGER
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA.
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

NGUYEN, DOUG

JOB TITLE: INSPECTOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

NGUYEN, TAUN

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818-983-1077
RES. ADD.: FX-6 Personal Privacy
RES. TEL.:

NGUYEN, STEVE B.

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA.
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

PALMA, HUGO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

PERDOMO, CARLOS

JOB TITLE: MAINTENANCE MAN
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

APPENDIX "E"

ADDRESS LIST

RANDOLF, EDDIE

JOB TITLE: GRINDING DEPT. MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

RENTERIA, JESUS

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

RIDDLE, JULIUS

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS,INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

ROLL, PATTI

JOB TITLE: SHIPPING DEPT. MANAGER
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

APPENDIX "A"

ADDRESS LIST

ROSALES, PEDRO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.: FX-6 Personal Privacy
RES. TEL.:

RUIZ, EMELIO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

SALKIN, AVRAM

JOB TITLE: ATTORNEY
BUS. NAME: HOCHMAN, SALKIN & DEROY LAW OFFICES
BUS. ADDRESS: 9100 WILSHIRE BLVD.
BEVERLY HILLS, CA 90212
BUS. TEL.: 213 272 0561
RES. ADDRESS: N/A
RES. TEL.: N/A

SALDANA, FERNANDO

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

APPENDIX "A"

ADDRESS LIST

SANDOVAL, EVER

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CAL
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

SANDOVAL, RICHARD

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

SEPULVEDA, OSCAR

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD.MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

STEWART, CURT

JOB TITLE: SHOP SUPERVISOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983 1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

ADDRESS LIST

TRELA, BARBARA

JOB TITLE: OFFICE MANAGER
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

TUCKMANTLE, CHARLES

JOB TITLE: SALES-PHOENIX DIVISION
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: AERO DIV.-PHOENIX, ARIZONA
PHOENIX, ARIZ
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

VALENCIA, GEORGE

JOB TITLE: INSPECTOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

VALASQUEZ, JUAN

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

ADDRESS LIST

WADE, DAVID D.

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

WILLIAMS, JOSEPH G.

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

ZARAGOZA, VICTOR

JOB TITLE: MACHINIST
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

JOB TITLE:
BUS. NAME:
BUS. ADDRESS:

BUS. TEL.:
RES. ADDRESS:
RES. TEL.:

FORMER EMPLOYEES

ADDRESS LIST

TURCOTT, WILFRED

JOB TITLE: FORMER OWNER FLEETWOOD MACHINE PRODUCTS, INC.
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-7077
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

SMITHERS & GOOD ATTORNEYS

JOB TITLE: ATTORNEY
BUS. NAME: SMITHERS & GOOD LAW OFFICE
BUS. ADDRESS: 12135 VICTORY BLVD.
NO. HOLLYWOOD, CA
BUS. TEL.: STANLEY 7-5477
RES. ADDRESS: N/A
RES. TEL.: N/A

JOB TITLE:
BUS. NAME:
BUS. ADDRESS:

BUS. TEL.:
RES. ADDRESS:
RES. TEL.:

JOB TITLE:
BUS. NAME:
BUS. ADDRESS:

BUS. TEL.:
RES. ADDRESS:
RES. TEL.:

ADDRESS LIST

ATKINSON, WALT

JOB TITLE: SHOP SUPERVISOR
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST
NO. HOLLYWOOD, CA
BUS. TEL.: N/A RETIRED
RES. ADD.:
RES. TEL.:

FX-6 Personal Privacy

FELIX, RALPH

JOB TITLE: MANUFACTURING MANAGER - RETIRED
BUS. NAME: FLEETWOOD MACHINE PRODUCTS
BUS. ADDRESS: 11447 VANOWEN
NO. HOLLYWOOD, CA
BUS. TEL.: 818 983-1077
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

HAINES, ART

JOB TITLE: SALES PERSON, PART OWNER (DECEASED)
BUS. NAME: N/A
BUS. ADDRESS: N/A
N/A
BUS. TEL.: N/A
RES. ADDRESS:
RES. TEL.:

FX-6 Personal Privacy

GAGE, DANIEL

JOB TITLE: ATTORNEY AT LAW
BUS. NAME: ATTORNEY
BUS. ADDRESS: 458 S. SPRING ST.
L.A., CA 90005
BUS. TEL.: N/A
RES. ADDRESS: UNKNOWN
RES. TEL.: UNKNOWN

9715

ADDRESS LIST

MCDANIEL & MCDANIEL (ATTORNEY)

JOB TITLE: ATTORNEY
BUS. NAME: MCDANIEL & MCDANIEL LAW OFFICES
BUS. ADDRESS: 3350 WILSHIRE BLVD
LOS ANGELES, CA 90005
BUS. TEL.: UNKNOWN
RES. ADD.: UNKNOWN
RES. TEL.: FX-6 Personal Privacy

OWENSBY, MAX

JOB TITLE: OWNER FLEETWOOD ELECTRONICS, INC.
BUS. NAME: FLEETWOOD ELECTRONICS, INC.
BUS. ADDRESS: 8116 DEERING AVE
CANOGA PARK, CA 91304
BUS. TEL.: 818 704 8885
RES. ADDRESS: UNKNOWN
RES. TEL.: UNKNOWN

RITTENBERG, MAX JR.

JOB TITLE: GRINDING SUPERVISOR AND PART OWNER
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC. (RETIRED)
BUS. ADDRESS: 11447 VANOWEN
NO. HOLLYWOOD, CA
BUS. TEL.: N/A
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

REED, ROBERTA

JOB TITLE: OFFICE MANAGER (RETIRED)
BUS. NAME: FLEETWOOD MACHINE PRODUCTS, INC.
BUS. ADDRESS: 11447 VANOWEN ST.
NO. HOLLYWOOD, CAL
BUS. TEL.: 818 983-1077
RES. ADDRESS: FX-6 Personal Privacy
RES. TEL.:

STATE OF CALIFORNIA
California Regional Water Quality Control Board
Los Angeles Region

WORKPLAN REQUIREMENTS
for
INITIAL SUBSURFACE ENGINEERING/GEOLOGIC SOIL INVESTIGATION
(WELL INVESTIGATION PROGRAM)

The objective of this engineering/geological investigation is to evaluate potential waste discharges which may impact ground water. Your workplan should include, but not be limited to, the following:

SITE INFORMATION: Characterize past and present specific business activities. List any previous businesses at the site. Describe storage, handling, use, and disposal procedures for chemicals, primarily chlorinated organics or aromatic solvents. Give name, address, and phone number of any landlord/lessor.

FACILITY MAP: Identify on a scaled facility map all potential sources for contamination, past and present. Examples include: chemical and waste storage, transfer and use areas including tanks and piping, clarifiers, sumps, pits. Indicate dates of completion of buildings or pavings where possible.

SITE SOILS AND GEOLOGY: Determine if site discharges have entered the vadose zone, define sources, and provide background geological data for the area. Use EPA or State Department of Health Services guidelines.

1. Provide rationale for the number and location of borings. Plot on facility map.
2. Provide reasons for proposed depth of each boring if less than the generally required depth of 40 feet. Additional depths may be required if ground water is encountered or if there is obvious contamination in the boring.
3. Identify proposed construction methods for borings.
4. Log all borings to provide characteristics of unconsolidated material per Unified Soil Classification System as well as all other appropriate information.
5. Provide a sampling plan to include equipment and procedures for collection and handling of geologic materials. A sampling interval of 5 feet, each change in lithology or changes in observed contamination is required starting at just below surface or surface covering.
6. Comply with chain of custody procedures. Discrete, undisturbed samples will be taken, sealed, and transported to the laboratory for analyses. Samples submitted for laboratory analyses are not to be used for field screening.

7. The proposed laboratory must be State Department of Health Services registered for each analytical procedure specified. EPA Methods 8260 or 8010/8020 are required. Supplement with Methods necessary for any site chemicals, past and present.
8. At a minimum, EPA sample holding times and conditions must be observed. Samples for volatile organic compounds should be analyzed within seven days whenever possible.
9. EPA practical quantitation limits (5 to 10 µg/kg for selected VOC) are required. Analytical results must indicate detection limits and whether a chemical potentially exists (trace).
10. Minimum laboratory QA/QC requirements include: field and reagent blanks, calibration check standards, matrix spiked duplicates, total recoverables, laboratory quality control sample.

GROUNDWATER (HYDROGEOLOGY): Ground water must be sampled if any boring encounters a saturated zone. Site specific exceptions may be made in consultation with Board staff.

1. Provide a contingency plan for conversion of borings that encounter saturated zones to ground water sampling wells. This should include permitting and well design, construction and development specifications.
2. Provide protocols for field analysis, water sampling, handling and transport.
3. EPA Methods 601/602 or appropriate 500 Series Methods must be used plus any appropriate EPA Methods for nitrates and any other chemicals used on site.

ADDITIONAL REQUIREMENTS:

1. Four copies of the work plan are to be submitted with all information requested.
2. Submit the results of any previous subsurface investigations conducted at the site.
3. Submit a time schedule. The proposed activities must be completed within 6 to 8 weeks of plan approval.
4. Work shall not proceed without prior approval. Staff is to be notified at least 10 days prior to initiating field work to permit observation of field activities and to take split or duplicate samples.

5. A CALIFORNIA REGISTERED GEOLOGIST OR ENGINEER OR CERTIFIED ENGINEERING GEOLOGIST WITH FIVE YEARS SOILS OR HYDROGEOLOGIC EXPERIENCE SHALL DIRECT OR CONDUCT THESE INVESTIGATIONS AND PROPERLY SIGN OFF THE FINAL REPORT FOR THE REPORT TO BE ACCEPTED AND APPROVED.

7. The proposed laboratory must be State Department of Health Services registered for each analytical procedure specified. EPA Methods 8260 or 8010/8020 are required. Supplement with Methods necessary for any site chemicals, past and present.
8. At a minimum, EPA sample holding times and conditions must be observed. Samples for volatile organic compounds should be analyzed within seven days whenever possible.
9. EPA practical quantitation limits (5 to 10 µg/kg for selected VOC) are required. Analytical results must indicate detection limits and whether a chemical potentially exists (trace).
10. Minimum laboratory QA/QC requirements include: field and reagent blanks, calibration check standards, matrix spiked duplicates, total recoverables, laboratory quality control sample.

GROUNDWATER (HYDROGEOLOGY): Ground water must be sampled if any boring encounters a saturated zone. Site specific exceptions may be made in consultation with Board staff.

1. Provide a contingency plan for conversion of borings that encounter saturated zones to ground water sampling wells. This should include permitting and well design, construction, and development specifications.
2. Provide protocols for field analysis, water sampling, handling and transport.
3. EPA Methods 601/602 or appropriate 500 Series Methods must be used plus any appropriate EPA Methods for nitrates and any other chemicals used on site.

ADDITIONAL REQUIREMENTS:

1. Four copies of the work plan are to be submitted with all information requested.
2. Submit the results of any previous subsurface investigations conducted at the site.
3. Submit a time schedule. The proposed activities must be completed within 6 to 8 weeks of plan approval.
4. Work shall not proceed without prior approval. Staff is to be notified at least 10 days prior to initiating field work to permit observation of field activities and to take split or duplicate samples.

5. A CALIFORNIA REGISTERED GEOLOGIST OR ENGINEER OR CERTIFIED ENGINEERING GEOLOGIST WITH FIVE YEARS SOILS OR HYDROGEOLOGIC EXPERIENCE SHALL DIRECT OR CONDUCT THESE INVESTIGATIONS AND PROPERLY SIGN OFF THE FINAL REPORT FOR THE REPORT TO BE ACCEPTED AND APPROVED.

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

USEPA QUIESTIONNAIRE RESPONSE CORRESPONDENCE LIST

APPENDIX "B"

1. UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA), REGION IX, LETTER - CERTIFIED MAIL NUMBER P 347 407 069, FILE NUMBER 111.0435.

2. FAX FROM MR. JIMMIE WOO - CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD-LOS ANGELES REGION

3. CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD-LOS ANGELES REGION - WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION (FILE NO. 111.0435) DATED SEPT. 13, 1991

4. FRANKLIN ENVIRONMENTAL MANAGEMENT SERVICES LETTER (DATED 10-18-91) INFORMING HE HAS BEEN RETAINED BY FLEETWOOD MACHINE PRDS.,INC.

5. CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD - LOS ANGELES REGION LETTER DATED (OCT. 23, 1991) WORK PLAN EXTENSION

6. CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD - LOS ANGELES REGION LETTER DATED (JANUARY 8, 1992) CONCERNING WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION WORKPLAN (FILE NO. 111.0435)

7. FRANKLIN ENVIRONMENTAL MANAGEMENT SERVICES LETTER DATED (JAN. 31, 1992) TO MR. CHRIS STUBBS (USEPA) REQUESTING A THIRTY (30) CALENDAR DAY EXTENSION DUE TO THE DEATH OF THE OWNER OF FLEETWOOD MACHINE PRODUCTS, INC.

8. LETTERS TO FORMER EMPLOYEES OF FLEETWOOD MACHINE PRODUCTS, INC. REQUESTING ANY AND ALL INFORMATION CONCERNING EPA MATTERS.

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

SUMMARY OF EMPLOYEE RESPONSES TO INTERVIEW CONDUCTED BY BILL COOKE WITH REGARD TO USEPA LETTER FILE NUMBER 111.0435, QUESTIONS NUMBER 11,12,13 AND 15.

NUMBER 11 --- NO ONE HAD ANY KNOWLEDGE OF ANY HAZARDOUS MATERIALS SPILLED, LEAKED, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT.

NUMBER 12 --- NO ONE HAD ANY KNOWLEDGE OF ANY UNAUTHORIZED LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIALS THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THIS FACILITY.

NUMBER 13 --- NOT APPLICABLE IN LIGHT OF NUMBER 12 RESPONSE.

NUMBER 15 --- NO ONE HAD ANY KNOWLEDGE OF ANY ACTS OR OMISSIONS OF ANY PERSONS, THAT MAY HAVE CAUSED ANY RELEASE OR THREAT OF RELEASE OF HAZARDOUS MATERIALS AT THIS FACILITY.

THE ABOVE RESPONSES COVER THE PERIOD FLEETWOOD MACHINE PRODUCTS, INC. HAS OWNED THIS FACILITY.

STATE OF CALIFORNIA

PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156
(213) 266-7500

September 13, 1991

Mr. Bill Cook
Fleetwood Machine Products, Inc.
11447 Vanowen St.
North Hollywood, Ca. 91605

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Claim No. P 662 390 065

WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION (FILE NO. 111.0435)

Your facility was inspected by members of this Regional Board's staff on August 28, 1991. The inspection focused mainly on past and present methods used for handling chemicals and wastes at your facility.

During the site visit, the inspectors observed the following condition(s) that may result in soil and potential ground water pollution:

1. Obvious signs of waste discharge to the asphaltic ground cover and to the bare soils was observed in your chemical/waste storage area. There were no control mechanism in place to contain waste materials or to preclude surface runoff wastes from leaving the area.

2. Obvious signs of waste discharge to the concrete floor was observed throughout the metal chips storage area.

3. Obvious signs of waste discharge to the concrete floor was observed in the machine shop areas.

The major concern of this Agency's Well Investigation Program is to determine possible sources contributing to pollution in nearby drinking water wells. The program is comprehensive, since even small discharges may have significant additive effects on the quality of groundwater in the area.

You are therefore directed to submit a Workplan for conducting a subsurface investigation to determine whether contaminants have infiltrated into the soil underlying the area identified above.

Your Workplan must address all of the items on the enclosed Workplan Requirements for Initial Subsurface Engineering/Geologic Soil Investigation, with the following modifications:

1. a. A minimum of four (4) shallow soil test boring must be completed in your chemical/waste storage area, with

samples obtained at one, five, and 10 feet below land surface.

b. A minimum of one (1) shallow soil test boring must be completed in your metal chips storage area, with samples obtained at one, five, and 10 feet below land surface.

c. A minimum of one (1) shallow soil test boring must be completed in your machine shop area, with samples obtained at one, five, and 10 feet below land surface.

All soil samples must be analyzed by EPA Method 8010/8020 or 8260 for volatile organic compounds and aromatic hydrocarbons, and by EPA Method 418.1 for total petroleum hydrocarbons.

2. A plan for retrofitting your chemical/waste drum storage area. We recommend that all chemicals including solvents and wastes must be stored inside a bermed concrete covered structure(s) to adequately contain any spill or leak, or to preclude surface run-off waste from leaving this area.

Four copies of your Workplan meeting the attached requirements with the modifications outlined above is due to the Regional Board by October 18, 1991.

Please do not commence subsurface investigation work on-site until you Workplan has been reviewed and approved by this Regional Board.

If you have any questions regarding this matter, please contact me at (213) 266-7546 or Mr. Jimmie Woo at (213) 266-7591.

David A. Bacharowski

DAVID A. BACHAROWSKI
Environmental Specialist IV

Enclosure

w/o Enclosure
cc: Mr. Chris Stubbs, U.S. EPA Region IX
Mr. Bill Jones, Los Angeles County - Forester and Fire Warden
Mr. Bruce Wojcik, Los Angeles County - Forester and Fire Warden
Mr. Magdy Sharobeen, City of Los Angeles - Department of Public Works, Bureau of Sanitation, North Hollywood Office
Mr. Carl Tripp, City of Los Angeles - Department of Public Works, Bureau of Sanitation

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

CERTIFIED MAIL NO. P 347 407 069
RETURN RECEIPT REQUESTED
File Number: 111.0435

DEC 16 1991

Mr. William Cooke, President
Fleetwood Machine Products, Inc.
11447 Vanowen Street
N. Hollywood, CA 91605

RE: Request for Information
Fleetwood Machine Products, Inc.
11447 Vanowen Street
N. Hollywood, CA 91605

Fleetwood Electronics
11449 Vanowen Street
N. Hollywood, CA 91605

Dear Sir or Madam:

The United States Environmental Protection Agency (EPA) and the Los Angeles Department of Water and Power are conducting an investigation of soil and groundwater contamination and threatened contamination in the San Fernando Valley. The purpose of this investigation is to determine the nature, cause, and extent of the release of hazardous substances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to assess the effects of any contamination on the environment and public health.

As part of this investigation, EPA needs historical and current information from companies currently or previously located at or near the area of known or suspected contamination. EPA has reason to believe that you may be in possession of such information. Therefore, pursuant to the authority of Section 104 of CERCLA, 42 U.S.C. § 9604, and Section 3007 of RCRA, 42 U.S.C. § 6972, you are hereby requested to respond to the Information Request set forth herein.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully within thirty-five (35) days of receipt can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek imposition of penalties of up to twenty-five thousand dollars ($25,000) for each day of continued noncompliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA.

Pursuant to 40 CFR § 2.310(h), you are hereby furnished with notice of the contemplated disclosure by EPA of the information provided in response to this Information Request to authorized representatives of EPA. Any comments on this contemplated action must be submitted to EPA at the 75 Hawthorne Street address specified below within thirty-five (35) days of receipt of this Information Request.

The information that EPA plans to disclose to its authorized representatives includes any response to this Information Request. The authorized representatives of EPA to which EPA may disclose information contained in your response are as follows:

1. PRC Environmental Management, Inc.
   EPA Contract Number 068-W9-0009

2. CH2M Hill California, Inc.
   EPA Contract Number 068-W9-0031

3. Labat-Anderson, Inc.
   EPA Contract Number 068-W9-0052

4. California State Water Resources Control Board and California Regional Water Quality Control Board - Los Angeles Region
   EPA Cooperative Agreement Number V-009472-01-4

This information may be made available to these authorized representatives of EPA for any or all of the following reasons: to assist with document handling, inventory, and indexing; to assist with document review and analysis for verification of completeness; and to provide expert technical review of the contents of the response. Pursuant to 40 C.F.R. § 2.310(h), you may submit comments on EPA's disclosure of any confidential information contained in your response by EPA to its authorized representatives.

You must respond to the following Information Request by letter, signed by a duly authorized officer of the company, submitted by certified mail to the address specified below within thirty-five (35) days of your receipt of this Request.

Your response should include the name, address, and telephone number of the person to whom EPA should direct future correspondence in regard to this matter.

If you are not claiming confidentiality in regard to your response, or if you are claiming confidentiality in regard to your response but do not have any comments to submit to EPA regarding EPA's disclosure of such confidential information to its authorized representatives, submit your response to:

Chris Stubbs
South Coast Groundwater Section (H-6-4)
United States Environmental Protection Agency
P.O. Box 193036
San Francisco, CA 94119-3036

If you are claiming confidentiality in regard to your response and have comments to submit to EPA regarding EPA's disclosure of such confidential information to its authorized representatives, submit your response and any comments regarding the disclosure of your response to authorized representatives of EPA to:

Chris Stubbs
South Coast Groundwater Section (H-6-4)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

Please include in your response to the Information Request a notarized affidavit on behalf of Fleetwood Machine Products, Inc. stating that a diligent record search has been completed and that there has been a diligent interview of present and former employees who may have knowledge of the requested information. Also include in the affidavit a statement that all information responsive to the Information Request has been forwarded to EPA.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

If you need further information concerning technical issues, please contact Chris Stubbs at (415) 744-2248. If you have any legal questions please contact, or have your attorney contact, Marcia Preston, Assistant Regional Counsel, at (415) 744-1388.

Sincerely yours,

Jerry Clifford
Deputy Director
Office of Superfund Programs

Attachment

cc: Robert Ghirelli, Executive Officer
Los Angeles Regional Water Quality Control Board

Chris Stubbs, South Coast Groundwater Section, H-6-4

Marcia Preston, Assistant Regional Counsel, ORC

INFORMATION REQUEST

Instructions

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

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

3. Should you find at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify EPA thereof as soon as possible.

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

5. For each and every Question contained herein, identify all documents consulted or referred to in the preparation of the answer and provide true and accurate copies of all such documents.

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

7. For each and every Question contained herein, if information responsive to this Information Request is not in your possession, custody, or control, then identify any persons from whom you believe such information may be obtained.

8. The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Section 104(e)(7) of CERCLA, as amended by SARA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b), by attaching to such information at the time it is submitted a cover sheet, stamped or typed legend, or some other suitable form of notice employing language such as "trade secret" or "proprietary". Information covered by such a claim will be disclosed by EPA only to the extent and only by means of the procedures set forth in CERCLA Section 104(e)(7). If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business

confidentiality claim, since certain categories of information are not properly the subject of such a claim.

9. Where specific information has not been memorialized in any document, but is nonetheless responsive to a Question, you must respond to the Question with a written response.

Definitions

The following definitions shall apply to the following words as they appear in this Information Request.

1. The term "you" or "Respondent" shall mean the company named in the address of this Request, the company's officers, managers, employees, contractors, trustees, successors, assigns, and agents.

2. The term "person" as used herein includes, in the plural as well as the singular, any natural person, firm, unincorporated association, partnership, corporation, trust or other entity.

3. The term "the facility" shall mean and include the property on or about 11447 Vanowen Street, N. Hollywood, California 91605 and 11449 Vanowen Street, N. Hollywood, California 91605.

4. The term "hazardous substance" shall have the definition set forth in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and includes any mixtures of such hazardous substances with any other substances, including petroleum products.

5. The term "pollutant or contaminant" shall have the definition set forth in Section 101(33) of CERCLA, 42 U.S.C. § 9601(33), and includes any mixtures of such pollutants and contaminants with any other substances, including petroleum products.

6. The term "hazardous waste" shall have the definition set forth in Section 1004(5) of RCRA, 42 U.S.C. § 6903(5).

7. The term "solid waste" shall have the definition set forth in Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

8. The term "materials" shall mean all substances that have been generated, treated, stored, disposed of, transported to or otherwise handled at the facility, including but not limited to all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.

9. The term "hazardous material" shall mean all hazardous substances, pollutants, and contaminants as defined above.

10. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants.

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

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

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

14. The term "release" shall have the definition contained in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance, pollutant or contaminant.

15. The term "document" and "documents" shall include: (a) writing of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intraoffice communications, photostat or other copy of any documents, microfilm or film record, any photograph, sound recording on any type of device, any punch card, disk or disk pack; (b) any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disk or disk pack, tape or other type of memory and together with printouts of such punch card, disk, or disk pack, tape or other type of memory); (c) every copy of each document which is not an exact duplicate of a

document which is produced; (d) every copy which has any writing, figure or notation, annotation or the like of it; (e) drafts; (f) attachments to or enclosures with any document; and (g) every document referred to in any other document.

16. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

17. The term "arrangement" means every separate contract or other agreement between two or more persons.

18. The term "property interest" means any interest in property, including but not limited to, any ownership interest, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.

19. The term "asset" shall include but is not limited to the following: real estate, buildings or other improvements to real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

Questions

1. List the EPA RCRA Identification Numbers of the Respondent, if any.

2. Describe the nature and dates of present and past operations at the facility.

3. Identify the current owner(s) of the facility. State the dates during which the current owner owned, operated, or leased any portion of the facility, and provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to, purchase and sale agreements, deeds, and leases.

4. Identify all prior owners of the facility. For each prior owner further identify:

   a. The dates of ownership;

   b. All evidence that hazardous materials were released or threatened to be released at the facility during the period that they owned the facility.

5. Identify the prior operators and lessees of the facility. For each such operator or lessee, further identify:

   a. The dates of their operations at or lease of the facility;

   b. The nature of their operations at the facility;

   c. All evidence that hazardous materials were released or threatened to be released at the facility during the period in which they were operating at the facility.

6. Provide a scaled map of the facility which includes the locations of significant features. Describe the physical characteristics of the facility, including but not limited to, the following:

   a. Surface structures (e.g., building, tanks, etc);

   b. Subsurface structures (e.g., underground tanks, sumps, pits, clarifiers, etc.);

   c. Ground water wells and dry wells, including drilling logs;

   d. Past and present storm water drainage system, sanitary sewer system, including septic tank(s) and subsurface disposal field(s);

   e. Any and all additions, demolitions, or changes of any kind to physical structures on, under, or about the facility, or to the property itself (e.g., excavation work) and state the dates on which such changes occurred.

7. Provide all existing technical or analytical information about the facility, including but not limited to, data and documents related to soil, water (ground and surface), geology, hydrogeology, or air quality on and about the facility.

8. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology, or air quality on or about the facility? If so, identify:

   a. The nature and scope of these investigations;

   b. The contractors or other persons that will undertake these investigations;

   c. The purpose of the investigations;

   d. The dates when such investigations will take place and be completed;

e. Where on the facility such investigations will take place.

9. Did you acquire or lease the facility after the disposal or placement of any hazardous substances on, in, or at the facility? Describe all of the facts on which you base the answer to this Question.

10. At the time you acquired or leased the facility, did you know or have reason to know that any hazardous substance was disposed of on, in, or at the facility? Describe all investigations of the facility that you took prior to acquiring or leasing the facility, and all of the facts on which you base the answer to this Question.

11. Did you ever transport to the facility or use, purchase, generate, store, treat, dispose, or otherwise handle at the facility any hazardous materials? If the answer to this question is anything but an unqualified "no", identify:

a. In general terms, the nature and quantity of the hazardous materials so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;

b. The name, Chemical Abstract Service (CAS) number, chemical composition, characteristics, and physical state (e.g., solid, liquid, gas) of each hazardous material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;

c. The persons who supplied you with each such hazardous material or how each such hazardous material was generated by you;

d. How each such hazardous material was transported, used, purchased, stored, treated, disposed, or otherwise handled by you;

e. When each such hazardous material was transported, used, purchased, generated, stored, treated, disposed, or otherwise handled by you;

f. Where each such hazardous material was used, purchased, generated, stored, treated, disposed, or otherwise handled by you, describing the location(s) and providing a map or diagram of such location(s). Location information should include, but is not limited to, information pertaining to tanks, ponds, treatment facilities, and other units which were historically used to generate, store, treat or dispose of hazardous materials, but which may no longer exist;

g. The persons who transported and/or disposed of each such hazardous material. If disposal off of the facility occurred, provide a detailed description, including copies of manifests, and identify the location where the hazardous material was transported;

h. The annual quantity of each such hazardous material used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you, reported in gallons for liquids and pounds for solids.

Provide Material Safety Data Sheets (MSDS) for each hazardous material used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you.

12. Identify all leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the facility. In addition, identify:

a. When such releases occurred or may occur;

b. How the releases occurred or may occur;

c. What hazardous materials were released or may be released;

d. What amount of each such hazardous material was so released;

e. Where such releases occurred or may occur, describing the location(s) and providing a map or diagram of such location(s);

f. Any and all activities undertaken in response to each such release or threatened release;

g. Any and all investigations of the circumstances, nature, extent, or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken;

h. Whether any report(s) of any such release(s) was (were) made to any public agency, and the content of that (those) report(s);

i. All persons with information relating to subparts a. through h. of this Question.

13. If any releases or threatened release identified in response to Question 12, above, occurred into any subsurface disposal system, floor drain, sump, or dry well inside or under any buildings located on the facility, further identify:

a. Precisely where the disposal system, floor drain, sump, or dry well is and was located;

b. When the disposal system, floor drain, sump, or dry well was installed;

c. Whether the disposal system, floor drain, sump, or dry well was connected to pipes;

d. Where such pipes are or were located, describing the location(s) and providing a map or diagram of such location(s);

e. When such pipes were installed;

f. How and when such pipes were replaced, repaired, or otherwise changed.

14. Is the facility currently connected to a sewer line? If so, identify the sewage system, date of connection, and type of wastes discharged. If you are or at some time operated the facility without a sewer line connection, identify the method of waste disposal that you use or did use. Specifically, have you or are you using leach field(s), septic tank(s), or any other method of disposal at the facility. Provide copies of any sewer permits, including but not limited to industrial waste permits.

15. Describe any acts or omissions of any persons, other than your employees, agents, or those persons with whom you had a contractual relationship, that may have caused any release or threat of release of hazardous materials at the facility and any damages relating thereto and identify such persons. In addition:

a. Describe all precautions that you took against foreseeable acts or omissions of any such third parties, and the consequence that could foreseeably result from such acts or omissions;

b. Describe the care you exercised with respect to the hazardous materials found at the facility.

16. Identify all subsidiaries and parent corporations of Respondent.

17. Provide a copy of the most current Articles of Incorporation and By-laws of Respondent.

18. State Respondent's Standard Industrial Classification ("SIC") Code(s), if any, including the date the code(s) was determined or last updated.

19. Identify any name(s) by which Respondent has previously been known.

20. Provide copies of any and all operating permits issued to Respondent by the South Coast Air Quality Management District.

21. Do you currently own or operate any other facility, or have you owned or operated any other facilities in the past, located in the San Fernando Valley? If so, provide the following information:

    a. Name of facility;

    b. Brief description of operations taking place at facility, including principal product or service sold or furnished;

    c. Date you acquired or otherwise began operations at the facility; and

    d. Date you sold or otherwise ceased operations at the facility, if applicable.

STATE OF CALIFORNIA PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156
(213) 266-7500

January 8, 1992

Mr. Bill Cook
Fleetwood Machine Products, Inc.
11447 Vanowen St.
North Hollywood, Ca. 91605

WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION WORKPLAN (FILE NO. 111.0435)

We have received your "Workplan for Subsurface Investigation", dated November 18, 1991 prepared by Franklin Environmental.

We have reviewed and evaluated your Workplan, and have no objections to it's implementation provided that all work is completed as specified in your proposal, and complies with the requirements outlined in the "Workplan Requirements for Initial Subsurface Engineering/Geologic Soil Investigation", with the additional requirements listed below:

1. The final locations of the soil test borings will be verified on-site when the drilling commences.

2. The analytical testing laboratory must perform analyses of volatile organics (EPA Method 8010 and EPA Method 8020) prior to performing analyses for petroleum hydrocarbons (EPA Method 418.1) unless, separate soil samples are obtained for the testing laboratory.

3. We require the Practical Quantitation Limits (PQL's) for most EPA Method 8010/8020 analyses to be between 5 to 10 μg/kg for low-level soils testing. The PQL is 5 to 10 times the method detection limit. Method detection limits for EPA Method 8010/8020 must achieve 0.5 μg/kg to 1.0 μg/kg for selected volatile organic constituents. Constituents detected between the detection limit and the PQL must be reported, but may be reported as a trace for our purposes, as appropriate. The detection limits must be reported on all laboratory reporting sheets. The Method Detection Limits (MDL) for soil samples analyzed by EPA Method 418.1 must approach 2 mg/kg.

4. Your Workplan contained a contingency plan for extending soil test borings if contaminants are identified at the ten (10) foot depth at any boring location. Should detectable levels of volatile organic compounds, or aromatic hydrocarbons, or total petroleum hydrocarbons be detected, borings can be continued provided that the Regional Board is notified, and

that soil sampling, handling and testing procedures are completed in accordance with the approved Workplan.

5. During a phone conversation on January 7, 1992, between Mr. Armen Minassian, of Environmental Management Service and Mr. Jimmie Woo of this Board's staff, it was determined that soil samples may be analyzed by EPA Method 8015 Modified for fuels, such as gasoline and diesel, since the adjacent site is operated as an auto salvage yard. Soil samples will be selected based upon the visual discoloration and/or odors of petroleum hydrocarbons.

Please notify us at least one (1) week prior to the commencement of the Initial Subsurface Soils Investigation, so we may schedule a Regional Board staff to be present.

Four (4) copies of your final report containing the results of your subsurface investigation is due to the Regional Board by March 6, 1992.

If you have any question regarding this matter, please contact me at (213) 266-7546 or Mr. Jimmie Woo at (213) 266-7591.

David A. Bacharowski

DAVID A. BACHAROWSKI
Environmental Specialist IV

cc: Mr. Chris Stubbs, U.S. EPA Region IX
Mr. Bill Jones, Los Angeles County - Forester and Fire Warden
Mr. Bruce Wojcik, Los Angeles County - Forester and Fire Warden
Mr. Frank Fassnacht, Franklin Environmental

STATE OF CALIFORNIA

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156
(213) 266-7500

FAX NO. (213) 266-7600

DATE: 9/18/91

TO: MR. BILL COOK (FLEETWOOD)

FROM: MR. JIMMIE WOO

FAX NO. (818) 982-0932

NUMBER OF PAGES SENT (INCLUDING THIS COVER PAGE): 2

PLEASE CONTACT PERSON BELOW TO CONFIRM RECEIPT.

NAME: _____

NUMBER: _____

Franklin

ENVIRONMENTAL MANAGEMENT SERVICES

1/31/92

Mr. Chris Stubbs
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

RE: EPA Information Request (File No. 111.0435)

Dear Mr. Stubbs:

As per our telephone conversation on 1/23/92, Fleetwood Machine Products, Inc., request a thirty (30) calendar day extension to the EPA's Information Request letter of 12/16/91.

Because of the recent death of the business owner, we may need additional time to complete the responses to questions #'s 5, 7, 8 and 11.

If you have any questions or need additional information, please contact me.

Sincerely,

Frank Fassnacht

Frank Fassnacht
Franklin Environmental

cc: Bill Cooke, FMP

FF:pn

4925 Whitsett Ave., No. 207 • Valley Village, CA 91607 • (818) 766-4627

PARTIAL LIST OF CONSULTANTS

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION
(May, 1991)

The following non-exclusive list, which will be updated at least semi-annually is for the convenience of the public who require assistance to select consultants to conduct subsurface engineering/geologic investigations. Consultants listed have requested inclusion and have presented information showing that they can provide a qualified engineer or geologist duly registered by the State of California or a California certified engineering geologist to: (1) comply with the requirements of specific programs, (2) oversee field work performed by the consultant and (3) sign reports submitted to the Regional Water Quality Control Board where required.

Please note that retaining a consultant from this list does not assure acceptance of that consultant's work. This Regional Board reserves the authority to review any consultant's work to assure compliance with all applicable statutes, regulations, orders, and guidelines. It is your responsibility to ascertain that the individual directing the field investigation is professionally qualified with at least five years experience for either or both soil and/or ground water work.

Dames & Moore
911 Wilshire Blvd., Suite 700
Los Angeles CA 90017
213-683-1560

Smith-Emery Company
781 E. Washington Blvd.
Los Angeles CA 90021
213-749-3411

JDR Environmental
11999 San Vincente Blvd., Suite 304
Los Angeles CA 90049
213-476-6561

Clean-Up Technology Inc.
11400 W. Olympic Blvd., 2nd Fl.
Los Angeles CA 90064
213-445-8868

Radian Corporation
2250 E. Imperial Hwy, Suite 140
El Segundo CA 90245
213-640-0045

RMT Inc.
2250 Ocean Park Blvd., Ste 370
Santa Monica CA 90405
213-452-5078

Groundwater Technology, Inc.
20675 S. Western Ave., Ste 200
Torrance CA 90501
213-328-1360

Riedel Environmental Services, Inc.
19500 S. Normandie Ave.
Torrance CA 90502
213-327-4428

T.W. Cooper, Inc.
P.O. Box 4253
Torrance CA 90510
213-328-1180

Clayton Environ. Consult., Inc.
5736 Corporate Ave.
Cypress CA 90630
714-229-4806

Kleinfelder, Inc.
17100 Pioneer Blvd., Suite 350
Artesia CA 90701
213-860-5559

Active Leak Testing, Inc.
1300 S. Beacon St., Suite 120
San Pedro CA 90731
213-833-8700

The Earth Technology Corp.
100 W. Broadway, Suite 5000
Long Beach CA 90802
213-495-4449
714-821-7062

GeoResearch
1860 Obispo Ave.
Long Beach CA 90804
213-597-1977
800-523-4787

Golder Associates Inc.
4201 Long Beach Blvd., Ste 400
Long Beach CA 90807
213-427-2120

SCS Engineers
3711 Long Beach Blvd. 9th Floor
Long Beach CA 90807
213-426-9544

AeroVironment Inc.
222 E. Huntington Drive
Monrovia CA 91016
818-357-9983

Faro Environmental Engineering, Inc
1612 S. Mayflower Ave., Suite C
Monrovia CA 91016
800-794-6636

Engineering-Science, Inc.
75 N. Fair Oaks
Pasadena CA 91103
818-440-6000

[illegible]rsa Environmental West
[illegible] E. Foothill Blvd., Suite B
[illegible]ena CA 91107
[illegible]96-8200

Brown and Caldwell Consultants
150 S. Arroyo Pkwy, P.O. Box 7103
Pasadena CA 91109
818-577-1020

James M. Montgomery, Consult. Eng.
250 N. Madison Ave., P.O. Box 7009
Pasadena CA 91109
818-796-9141

LeRoy Crandall and Associates
900 Grand Central Ave.
Glendale CA 91201
818-243-4140

Sanford L. Werner
21031 Blythe St.
Canoga Park CA 91304
818-998-8178

Enviropro, Inc.
9765 Eton Ave.
Chatsworth CA 91311
818-998-7197

ENSOTECH Inc.
7949 Ajay Dr.
Sun Valley CA 91352
818-767-2222

California Environmental
31320 Via Colinas, Suite 104
Westlake Village CA 91362
818-991-[illegible]

ECOR Associates
100 N. San Fernando Blvd.
Burbank CA 91504
818-841-1160

George E. Hawes, P.E.
639 Via Barnardo
Corona CA 91720
714-737-5659

Environmental Managers & Auditors
2028 E. Alosta Ave., Suite 101
Glendora CA 91740
818-852-4260

Geraghty & Miller, Inc.
17800 Castleton St., Suite 175
Industry CA 91748
818-965-4048

Triad Geotechnical Consultants Inc.
17201 E. Railroad St., Ste 100
Industry CA 91748
818-964-2313

Lockman & Associates
249 E. Pomona Blvd.
Monterey Park CA 91754
213-724-0250

Jaykim Engineers, Inc.
22632 Golden Springs Dr., Suite 110
Diamond Bar CA 91765
714-861-3844
213-747-8917

Bryan A. Stirrat & Associates
1199 Fairway Dr., Suite 100
Walnut CA 91789
714-594-5008

GeoSyntec Consultants
16541 Gothard St., Suite 211
Huntington Beach CA 92647
714-843-6866

ENSR Consulting and Engineering
4340 Von Karman Ave., Suite 200
Newport Beach CA 92660
714-476-0321

Frey Environmental
2817 A Lafayette Ave.
Newport Beach CA 92663
714-650-6788

Raymond L. Morasco
10881 Laconia Dr.
Villa Park CA 92667
714-639-8307

Environmental Audit, Inc.
1000-A Ortega Way
Placentia CA 92670
714-632-8521

Environmental Support Technologies
23522 Porter Circle, P.O. Box 6897
Laguna Niguel CA 92677
714-495-5640

Applied Geosciences, Inc.
17321 Irvine Blvd.
Tustin CA 92680
714-838-8545

TRC Environmental Consultants
23361 Madero St., Suite 100
Mission Viejo CA 92691
714-581-6860

Geotechnical Consultants, Inc.
1533 E. 4th St.
Santa Ana CA 92701
714-547-5413

R.L. Stollar & Associates Inc.
3611 S. Harbor Blvd., Suite 160
Santa Ana CA 92704
714-540-2077

Applied Consultants
2662 S. Grand Ave.
Santa Ana CA 92705
714-241-1161

Chambers Group, Inc.
1761-A E. Garry Ave.
Santa Ana CA 92705
714-261-5414

Remedial Action Corporation
505 N. Tustin Ave., Suite 160
Santa Ana CA 92705
714-541-9353

The Mark Group
1241 E. Dyer Rd., Suite 130
Santa Ana CA 92705
714-546-0602

Woodward-Clyde Consultants
203 N. Golden Circle Dr.
Santa Ana CA 92705
714-835-6886
213-581-7164

Alton Geoscience, Inc.
16510 Aston St.
Irvine CA 92714
714-261-0674

Geosystem
18218 McDurmott East, Suite G
Irvine CA 92714
714-553-8757

Kennedy/Jenks/Chilton
17310 Red Hill Ave., Suite 220
Irvine CA 92714
714-261-1577

Levine-Fricke
1920 Main St., Suite 750
Irvine CA 92714
714-955-1390

McLaren Hart, Irvine
16755 Von Karman
Irvine CA 92714
714-756-2667

England, Shahin and Associates
6 Morgan, Suite 113
Irvine CA 92718
714-588-8510

Ninyo and Moore
15375 Barranca Pkwy, Ste A-101
Irvine CA 92718
714-727-0552

RMS Environmental, Inc.
14 Hughes, Suite B-201
Irvine CA 92718
714-380-8225

Remedial Engineering, Inc.
30 Hughes, Suite 208
Irvine CA 92718
714-588-3777
818-842-6410

Hydro-Fluent, Inc.
701 E. Ball Rd., Suite 105
Anaheim CA 92805
714-772-1220

Holguin, Fahan & Associates, Inc.
73 N. Palm St.
Ventura CA 93001
805-652-0219

ABB Environmental Services, Inc.
4765 Calle Quetzal
Camarillo CA 93012
805-388-5700

ENSR Consulting and Engineering
1220 Avenida Acaso
Camarillo CA 93012
805-388-3775

Advanced Environmental Concepts Inc
4400 Ashe Road, #206
Bakersfield CA 93313
805-831-1646

Applied Engineering & Geology, Inc.
P.O. Box 247
Lincoln CA 95648
916-645-6014
916-624-6733

Helmick & Lerner, Inc.
3750 Auburn Blvd., Suite A
Sacramento CA 95821
916-485-7222

Franklin

ENVIRONMENTAL MANAGEMENT SERVICES

10/18/91

Mr. David Bacharowski
California Regional Water Quality Control Board
101 Centre Plaza Drive
Monterey Park, CA 91754

RE: Well Investigation Program - Site Inspection
(File No. 111.0435)

Dear Mr. Bacharowski,

As per my conversation with Mr. Jimmie Woo on October 18, 1991 Fleetwood Machine Products Inc. (FMP), has retained Franklin Environmental (FE) as their consultant.

We request an extension of 30 days to November 18, 1991. This will allow adequate time to prepare the work plan, and assign a registered professional to oversee the project.

If you have any questions or need additional information, please contact me.

Sincerely,

Frank Fassnacht
Consultant
Franklin Environmental

cc: Bill Cooke, FMP
Armen Minassian, NEI
FF:je

4925 Whitsett Ave., No. 207 • Valley Village, CA 91607 • (818) 766-4627

STATE OF CALIFORNIA

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754-2156
(213) 266-7500

October 23, 1991

Mr. Bill Cook
Fleetwood Machine Products, Inc.
11447 Vanowen St.
North Hollywood, Ca. 91605

WELL INVESTIGATION PROGRAM - INITIAL SUBSURFACE SOILS INVESTIGATION (FILE NO. 111.0435)

We have received a letter from your consultant, Franklin Environmental dated October 18, 1991 requesting that the due date for the Initial Subsurface Soils Investigation Workplan be extended to November 18, 1991. We understand that this extension is requested to allow adequate time to prepare the Workplan and to assign a registered professional to oversee the project.

You are hereby granted an extension until November 18, 1991, to submit the required Workplan. No further time extension will granted.

If you have any questions regarding this matter, please contact me at (213) 266-7546, or Jimmie Woo at (213) 266-7591.

David A. Bacharowski

DAVID A. BACHAROWSKI
Environmental Specialist IV

cc: Mr. Chris Stubbs, U.S. EPA Region IX
Mr. Frank Fassnacht, Franklin Environmental

[illegible] of the facility, treated, stored, or otherwise handled by you;

f. Where each such hazardous material was used, purchased, generated, stored, treated, disposed, or otherwised handled by you, describing the location(s) and providing a map or diagram of such location(s). Location information should include, but is not limited to, information pertaining to tanks, ponds, treatment facilities, and other units which were historically used to generate, store, treat or dispose of hazardous materials but which may no longer exist;

g. The persons who transported and/or disposed of each such hazardous material. If disposal off of the facility occurred, provide a detailed description, including copies of manifests, and identify the location where the hazardous material was transported;

h. The annual quantity of each such hazardous material used, purchased, generated, stored, treated, transported, disposed, otherwise handled by you, reported in gallons for liquids and pounds for solids.

Provide Material Safety Data Sheets (MSDS) for each hazardous material used, purcheased, generated, stored, treated, transported, disposed, or otherwised handled by you."

---

12. "Identify all leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the facility. In addition, identify:

a. When such releases occurred or may occur;

b. How the releases occurred or may occur;

c. What hazardous materials were released or may be released;

d. What amount of each such hazardous material was so released;

e. Where such releases occurred or may occur, describing the location(s) and providing a map or diagram of such location(s);

f. Any and all activities undertaken in response to each such release or threatened release;

g. Any and all investigations of the circumstances, natures, extent, or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken;

h. Whether any report(s) of any such release(s) was (were) made to any public agency, and the content of that (those) report(s);

i. All persons with information relating to subparts a. through h. of this Question."

---

13. "If any releases or threatened release identified in response to Question 12, above, occurred into any subsurface disposal system, floor drain, sump, or dry well inside or under any buildings located on the facility, further identify:

a. precisely where the disposal system, floor drain, sump or dry well is and was located;

b. When the disposal system, floor drain, sump, or dry well was installed;

c. Whether the disposal system, floor drain, sump, or dry well was connected to pipes;

d. Where such pipes are or were located, describing the location(s) and providing a map or diagram of such location(s);

e. When such pipes were installed;

f. How and when such pipes were replaced, repaired, or otherwise changed."

---

14. "Is the facility currently connected to a sewer line? If so, identify the sewage system, date of connection, and type of wastes discharged. If you are or at some time operated the facility without a sewer line connection, identify the method of waste disposal that you use or did use. Specifically, have you or are you using leach field(s), septic tank(s), or any other method of disposal at the facility. Provide copies of any sewer permits, including but not limited to industrial waste permits."

_____

_____

Please respond to the above as soon as possible, in the enclosed stamped envelope.

Thank you for your cooperation.

Very truly yours,

Fleetwood Machine Products, Inc.

Bill Cooke
President

WLC: sc

FLEETWOOD MACHINE PRODUCTS, INC.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

13447 SANOWER STREET
NORTH HOLLYWOOD CALIF 91605
(213) 877-3368
(818) 982-1077
FAX (818) 981-0532

February 5, 1991

Max Owensby
8116 Deering
Canoga Park, CA

Dear Max,

This letter is being sent to you for your immediate response as a result of a Certified Letter from the United States Environmental Protection Agency (USEPA to Fleetwood Machine Products, Inc., requesting 'a diligent interview of present and former employees who may have knowledge of the requested information.' This letter states 'compliance with the information request is mandatory.'

The stated purpose of this USEPA investigation 'is to determine the nature, cause and extent of the release of hazardous substances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to asses the effects of any contamination on the environment and public health."

Keeping in mind their above stated purpose, please, respond to the following four (4) questions, from the USEPA letter, numbered 11, 12, 13 and 14; and if you do not have any knowledge of a questions subject matter, make a statement to that effect.

11. "Did you ever transport to the facility or use, purchase, generate, store, treat, dispose, or otherwise handle at the facility any hazardous material? If the answer to this question is anything but an unqualified 'no', identify:

Yes_____ No_____

a. In general terms, the nature and quantity of hazardous materials so transported, used, purchases, generated, stored, treated disposed, or otherwise handled;
b. The name, Chemical Abstract Service (CAS) number, chemical composition, characteristics, and physical state (e.g., solid, liquid, gas) of each hazardous material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
c. The persons who supplied you with each such hazardous material or how each such hazardous material was generated by you;
d. How each such hazardous material was transported, used, purchased, stored, treated, disposed, or other wise handled by you;

[illegible] disposed, or otherwise handled by you;

f. Where each such hazardous material was used, purchased, generated, stored, treated, disposed, or otherwised handled by you, describing the location(s) and providing a map or diagram of such location(s). Location information should include, but is not limited to, information pertaining to tanks, ponds, treatment facilities, and other units which were historically used to generate, store, treat or dispose of hazardous materials but which may no longer exist;

g. The persons who transported and/or disposed of each such hazardous material. If disposal off of the facility occurred, provide a detailed description, including copies of manifests, and identify the location where the hazardous material was transported;

h. The annual quantity of each such hazardous material used, purchased, generated, stored, treated, transported, disposed, otherwise handled by you, reported in gallons for liquids and pounds for solids.

Provide Material Safety Data Sheets (MSDS) for each hazardous material used, purcheased, generated, stored, treated, transported, disposed, or otherwised handled by you."

---

12. "Identify all leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the facility. In addition, identify:

a. When such releases occurred or may occur;

b. How the releases occurred or may occur;

c. What hazardous materials were released or may be released;

d. What amount of each such hazardous material was so released;

e. Where such releases occurred or may occur, describing the location(s) and providing a map or diagram of such location(s);

f. Any and all activities undertaken in response to each such release or threatened release;

g. Any and all investigations of the circumstances, natures, extent, or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken;

h. Whether any report(s) of any such release(s) was (were) made to any public agency, and the content of that (those) report(s);

i. All persons with information relating to subparts a. through h. of this Question."

---

13. "If any releases or threatened release identified in response to Question 12, above, occurred into any subsurface disposal system, floor drain, sump, or dry well inside or under any buildings located on the facility, further identify:

a. precisely where the disposal system, floor drain, sump or dry well is and was located;

b. When the disposal system, floor drain, sump, or dry well was installed;

c. Whether the disposal system, floor drain, sump, or dry well was connected to pipes;

d. Where such pipes are or were located, describing the location(s) and providing a map or diagram of such location(s);

e. When such pipes were installed;

f. How and when such pipes were replaced, repaired, or otherwise changed."

---

14. "Is the facility currently connected to a sewer line? If so, identify the sewage system, date of connection, and type of wastes discharged. If you are or at some time operated the facility without a sewer line connection, identify the method of waste disposal that you use or did use. Specifically, have you or are you using leach field(s), septic tank(s), or any other method of disposal at the facility. Provide copies of any sewer permits, including but not limited to industrial waste permits."

_____

_____

Please respond to the above as soon as possible, in the enclosed stamped envelope.

Thank you for your cooperation.

Very truly yours,

Fleetwood Machine Products, Inc.

Bill Cooke
President

WLC: sc

FLEETWOOD MACHINE PRODUCTS, INC.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3228
(818) 983-1073
FAX (818) 982-[illegible]

February 5, 1991

Roberta Reed
FX-6 Personal Privacy

Dear Bobbie,

This letter is being sent to you for your immediate response as a result of a Certified Letter from the United States Environmental Protection Agency (USEPA to Fleetwood Machine Products, Inc., requesting 'a diligent interview of present and former employees who may have knowledge of the requested information.' This letter states 'compliance with the information request is mandatory.'

The stated purpose of this USEPA investigation 'is to determine the nature, cause and extent of the release of hazardous substances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to asses the effects of any contamination on the environment and public health."

Keeping in mind their above stated purpose, please, respond to the following four (4) questions, from the USEPA letter, numbered 11, 12, 13 and 14; and if you do not have any knowledge of a questions subject matter, make a statement to that effect.

11. "Did you ever transport to the facility or use, purchase, generate, store, treat, dispose, or otherwise handle at the facility any hazardous material? If the answer to this question is anything but an unqualified 'no', identity:

Yes_____ No_____

a. In general terms, the nature and quantity of hazardous materials so transported, used, purchases, generated, stored, treated disposed, or otherwise handled;
b. The name, Chemical Abstract Service (CAS) number, chemical composition, characteristics, and physical state (e.g., solid, liquid, gas) of each hazardous material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
c. The persons who supplied you with each such hazardous material or how each such hazardous material was generated by you;
d. How each such hazardous material was transported, used, purchased, stored, treated, disposed, or other wise handled by you;

[illegible] generated, [illegible] treated, disposed, or otherwise handled by you;

f. Where each of the hazardous material was used, purchased, generated, stored, treated, disposed, or otherwised handled by you, describing the location(s) and providing a map or diagram of such location(s). Location information should include, but is not limited to, information pertaining to tanks, ponds, treatment facilities, and other units which were historically used to generate, store, treat or dispose of hazardous materials but which may no longer exist;

g. The persons who transported and/or disposed of each such hazardous material. If disposal off of the facility occurred, provide a detailed description, including copies of manifests, and identify the location where the hazardous material was transported;

h. The annual quantity of each such hazardous material used, purchased, generated, stored, treated, transported, disposed, otherwise handled by you, reported in gallons for liquids and pounds for solids.

Provide Material Safety Data Sheets (MSDS) for each hazardous material used, purcheased, generated, stored, treated, transported, disposed, or otherwised handled by you."

---

12. "Identify all leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the facility. In addition, identify:

a. When such releases occurred or may occur;

b. How the releases occurred or may occur;

c. What hazardous materials were released or may be released;

d. What amount of each such hazardous material was so released;

e. Where such releases occurred or may occur, describing the location(s) and providing a map or diagram of such location(s);

f. Any and all activities undertaken in response to each such release or threatened release;

g. Any and all investigations of the circumstances, natures, extent, or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken;

h. Whether any report(s) of any such release(s) was (were) made to any public agency, and the content of that (those) report(s);

i. All persons with information relating to subparts a. through h. of this Question."

---

13. "If any releases or threatened release identified in response to Question 12, above, occurred into any subsurface disposal system, floor drain, sump, or dry well inside or under any buildings located on the facility, further identify:

a. precisely where the disposal system, floor drain, sump or dry well is and was located;

b. When the disposal system, floor drain, sump, or dry well was installed;

c. Whether the disposal system, floor drain, sump, or dry well was connected to pipes;

d. Where such pipes are or were located, describing the location(s) and providing a map or diagram of such location(s);

e. When such pipes were installed;

f. How and when such pipes were replaced, repaired, or otherwise changed."

---

14. "Is the facility currently connected to a sewer line? If so, identify the sewage system, date of connection, and type of wastes discharged. If you are or at some time operated the facility without a sewer line connection, identify the method of waste disposal that you use or did use. Specifically, have you or are you using leach field(s), septic tank(s), or any other method of disposal at the facility. Provide copies of any sewer permits, including but not limited to industrial waste permits."

_____

_____

Please respond to the above as soon as possible, in the enclosed stamped envelope.

Thank you for your cooperation.

Very truly yours,

Fleetwood Machine Products, Inc.

Bill Cooke
President

WLC: sc

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 922-0532

February 5, 1991

Walt Atkinson
FX-6 Personal Privacy

Dear Walt,

This letter is being sent to you for your immediate response as a result of a Certified Letter from the United States Environmental Protection Agency (USEPA to Fleetwood Machine Products, Inc.. requesting "a diligent interview of present and former employees who may have knowledge of the requested information." This letter states "compliance with the information request is mandatory."

The stated purpose of this USEPA investigation "is to determine the nature, cause and extent of the release of hazardous substances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to asses the effects of any contamination on the environment and public health."

Keeping in mind their above stated purpose, please, respond to the following four (4) questions, from the USEPA letter, numbered 11, 12, 13 and 14; and if you do not have any knowledge of a questions subject matter, make a statement to that effect.

11. "Did you ever transport to the facility or use, purchase, generate, store, treat, dispose, or otherwise handle at the facility any hazardous material? If the answer to this question is anything but an unqualified 'no', identity:

Yes_____ No_____

a. In general terms, the nature and quantity of hazardous materials so transported, used, purchases, generated, stored, treated disposed, or otherwise handled;
b. The name, Chemical Abstract Service (CAS) number, chemical composition, characteristics, and physical state (e.g., solid, liquid, gas) of each hazardous material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
c. The persons who supplied you with each such hazardous material or how each such hazardous material was generated by you;
d. How each such hazardous material was transported, used, purchased, stored, treated, disposed, or other wise handled by you;

[illegible] hazardous material was [illegible] purchased, generated, stored, treated, disposed, or otherwise handled by you;

f. Where each such hazardous material was used, purchased, generated, stored, treated, disposed, or otherwised handled by you, describing the location(s) and providing a map or diagram of such location(s). Location information should include, but is not limited to, information pertaining to tanks, ponds, treatment facilities, and other units which were historically used to generate, store, treat or dispose of hazardous materials but which may no longer exist;

g. The persons who transported and/or disposed of each such hazardous material. If disposal off of the facility occurred, provide a detailed description, including copies of manifests, and identify the location where the hazardous material was transported;

h. The annual quantity of each such hazardous material used, purchased, generated, stored, treated, transported, disposed, otherwise handled by you, reported in gallons for liquids and pounds for solids.

Provide Material Safety Data Sheets (MSDS) for each hazardous material used, purcheased, generated, stored, treated, transported, disposed, or otherwised handled by you."

---

12. "Identify all leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the facility. In addition, identify:

a. When such releases occurred or may occur;

b. How the releases occurred or may occur;

c. What hazardous materials were released or may be released;

d. What amount of each such hazardous material was so released;

e. Where such releases occurred or may occur, describing the location(s) and providing a map or diagram of such location(s);

f. Any and all activities undertaken in response to each such release or threatened release;

g. Any and all investigations of the circumstances, natures, extent, or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken;

h. Whether any report(s) of any such release(s) was (were) made to any public agency, and the content of that (those) report(s);

i. All persons with information relating to subparts a. through h. of this Question."

---

13. "If any releases or threatened release identified in response to Question 12, above, occurred into any subsurface disposal system, floor drain, sump, or dry well inside or under any buildings located on the facility, further identify:

a. precisely where the disposal system, floor drain, sump or dry well is and was located;

b. When the disposal system, floor drain, sump, or dry well was installed;

c. Whether the disposal system, floor drain, sump, or dry well was connected to pipes;

d. Where such pipes are or were located, describing the location(s) and providing a map or diagram of such location(s);

e. When such pipes were installed;

f. How and when such pipes were replaced, repaired, or otherwise changed."

---

14. "Is the facility currently connected to a sewer line? If so, identify the sewage system, date of connection, and type of wastes discharged. If you are or at some time operated the facility without a sewer line connection, identify the method of waste disposal that you use or did use. Specifically, have you or are you using leach field(s), septic tank(s), or any other method of disposal at the facility. Provide copies of any sewer permits, including but not limited to industrial waste permits."

_____

_____

Please respond to the above as soon as possible, in the enclosed stamped envelope.

Thank you for your cooperation.

Very truly yours,

Fleetwood Machine Products, Inc.

Bill Cooke
President

WLC: sc

14. "Is the facility currently connected to a sewer line? If so, identify the sewage system, date of connection, and type of wastes discharged. If you are or at some time operated the facility without a sewer line connection, identify the method of waste disposal that you use or did use. Specifically, have you or are you using leach field(s), septic tank(s), or any other method of disposal at the facility. Provide copies of any sewer permits, including but not limited to industrial waste permits."

_____

_____

Please respond to the above as soon as possible, in the enclosed stamped envelope.

Thank you for your cooperation.

Very truly yours,

Fleetwood Machine Products, Inc.

Bill Cooke
President

WLC: sc

FLEETWOOD MACHINE PRODUCTS, INC.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

13447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 922-2532

February 5, 1991

Fred Turcott
1906 Maple Street
Burbank, California 91505

Dear Fred,

This letter is being sent to you for your immediate response as a result of a Certified Letter from the United States Environmental Protection Agency (USEPA to Fleetwood Machine Products, Inc., requesting 'a diligent interview of present and former employees who may have knowledge of the requested information.' This letter states 'compliance with the information request is mandatory.'

The stated purpose of this USEPA investigation 'is to determine the nature, cause and extent of the release of hazardous substances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to asses the effects of any contamination on the environment and public health."

Keeping in mind their above stated purpose, please, respond to the following four (4) questions, from the USEPA letter, numbered 11, 12, 13 and 14; and if you do not have any knowledge of a questions subject matter, make a statement to that effect.

11. "Did you ever transport to the facility or use, purchase, generate, store, treat, dispose, or otherwise handle at the facility any hazardous material? If the answer to this question is anything but an unqualified 'no', identity:

Yes_____ No_____

a. In general terms, the nature and quantity of hazardous materials so transported, used, purchases, generated, stored, treated disposed, or otherwise handled;
b. The name, Chemical Abstract Service (CAS) number, chemical composition, characteristics, and physical state (e.g., solid, liquid, gas) of each hazardous material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
c. The persons who supplied you with each such hazardous material or how each such hazardous material was generated by you;
d. How each such hazardous material was transported, used, purchased, stored, treated, disposed, or other wise handled by you;

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 987-0832

February 5, 1991

Max Rittenberg Jr.
FX-6 Personal Privacy

Dear Max,

This letter is being sent to you for your immediate response as a result of a Certified Letter from the United States Environmental Protection Agency (USEPA to Fleetwood Machine Products, Inc., requesting "a diligent interview of present and former employees who may have knowledge of the requested information." This letter states "compliance with the information request is mandatory."

The stated purpose of this USEPA investigation "is to determine the nature, cause and extent of the release of hazardous sudstances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to asses the effects of any contamination on the environment and public health."

Keeping in mind their above stated purpose, please, respond to the following four (4) questions, from the USEPA letter, numbered 11, 12, 13 and 14; and if you do not have any knowledge of a questions subject matter, make a statement to that effect.

11. "Did you ever transport to the facility or use, purchase, generate, store, treat, dispose, or otherwise handle at the facility any hazardous material? If the answer to this question is anything but an unqualified 'no', identity:

Yes_____ No_____

a. In general terms, the nature and quantity of hazardous materials so transported, used, purchases, generated, stored, treated disposed, or otherwise handled;
b. The name, Chemical Abstract Service (CAS) number, chemical composition, characteristics, and physical state (e.g., solid, liquid, gas) of each hazardous material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
c. The persons who supplied you with each such hazardous material or how each such hazardous material was generated by you;
d. How each such hazardous material was transported, used, purchased, stored, treated, disposed, or other wise handled by you;

[illegible] hazardous materials [illegible] purchased, generated, stored, treated, disposed, or otherwise handled by you;

f. Where each such hazardous material was used, purchased, generated, stored, treated, disposed, or otherwised handled by you, describing the location(s) and providing a map or diagram of such location(s). Location information should include, but is not limited to, information pertaining to tanks, ponds, treatment facilities, and other units which were historically used to generate, store, treat or dispose of hazardous materials but which may no longer exist;

g. The persons who transported and/or disposed of each such hazardous material. If disposal off of the facility occurred, provide a detailed description, including copies of manifests, and identify the location where the hazardous material was transported;

h. The annual quantity of each such hazardous material used, purchased, generated, stored, treated, transported, disposed, otherwise handled by you, reported in galions for liquids and pounds for solids.

Provide Material Safety Data Sheets (MSDS) for each hazardous material used, purcheased, generated, stored, treated, transported, disposed, or otherwised handled by you."

---

12. "Identify all leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the facility. In addition, identify:

a. When such releases occurred or may occur;

b. How the releases occurred or may occur;

c. What hazardous materials were released or may be released;

d. What amount of each such hazardous material was so released;

e. Where such releases occurred or may occur, describing the location(s) and providing a map or diagram of such location(s);

f. Any and all activities undertaken in response to each such release or threatened release;

g. Any and all investigations of the circumstances, natures, extent, or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken;

h. Whether any report(s) of any such release(s) was (were) made to any public agency, and the content of that (those) report(s);

i. All persons with information relating to subparts a. through h. of this Question."

---

13. "If any releases or threatened release identified in response to Question 12, above, occurred into any subsurface disposal system, floor drain, sump, or dry well inside or under any buildings located on the facility, further identify:

a. precisely where the disposal system, floor drain, sump or dry well is and was located;

b. When the disposal system, floor drain, sump, or dry well was installed;

c. Whether the disposal system, floor drain, sump, or dry well was connected to pipes;

d. Where such pipes are or were located, describing the location(s) and providing a map or diagram of such location(s);

e. When such pipes were installed;

f. How and when such pipes were replaced, repaired, or otherwise changed."

---

14. "Is the facility currently connected to a sewer line? If so, identify the sewage system, date of connection, and type of wastes discharged. If you are or at some time operated the facility without a sewer line connection, identify the method of waste disposal that you use or did use. Specifically, have you or are you using leach field(s), septic tank(s), or any other method of disposal at the facility. Provide copies of any sewer permits, including but not limited to industrial waste permits."

_____

_____

Please respond to the above as soon as possible, in the enclosed stamped envelope.

Thank you for your cooperation.

Very truly yours,

Fleetwood Machine Products, Inc.

Bill Cooke
President

WLC: sc

FLEETWOOD MACHINE PRODUCTS, Inc.
Precision Machine Products • Precision Production Grinding • Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(213) 877-3308
(818) 983-1077
FAX (818) 982-0932

February 5, 1991

Ralph Felix
FX-6 Personal Privacy

Dear Ralph,

This letter is being sent to you for your immediate response as a result of a Certified Letter from the United States Environmental Protection Agency (USEPA to Fleetwood Machine Products, Inc., requesting "a diligent interview of present and former employees who may have knowledge of the requested information." This letter states 'compliance with the information request is mandatory.'

The stated purpose of this USEPA investigation "is to determine the nature, cause and extent of the release of hazardous sudstances in the area; to determine the source(s) or potential source(s) of such releases and/or potentially responsible parties; and to asses the effects of any contamination on the environment and public health."

Keeping in mind their above stated purpose, please, respond to the following four (4) questions, from the USEPA letter, numbered 11, 12, 13 and 14; and if you do not have any knowledge of a questions subject matter, make a statement to that effect.

11. "Did you ever transport to the facility or use, purchase, generate, store, treat, dispose, or otherwise handle at the facility any hazardous material? If the answer to this question is anything but an unqualified 'no', identity:

Yes_____ No_____

a. In general terms, the nature and quantity of hazardous materials so transported, used, purchases, generated, stored, treated disposed, or otherwise handled;
b. The name, Chemical Abstract Service (CAS) number, chemical composition, characteristics, and physical state (e.g., solid, liquid, gas) of each hazardous material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
c. The persons who supplied you with each such hazardous material or how each such hazardous material was generated by you;
d. How each such hazardous material was transported, used, purchased, stored, treated, disposed, or other wise handled by you;

[illegible] purchased, generated, stored, treated, disposed, or otherwise handled by you;

f. Where each such hazardous material was used, purchased, generated, stored, treated, disposed, or otherwised handled by you, describing the location(s) and providing a map or diagram of such location(s). Location information should include, but is not limited to, information pertaining to tanks, ponds, treatment facilities, and other units which were historically used to generate, store, treat or dispose of hazardous materials but which may no longer exist;

g. The persons who transported and/or disposed of each such hazardous material. If disposal off of the facility occurred, provide a detailed description, including copies of manifests, and identify the location where the hazardous material was transported;

h. The annual quantity of each such hazardous material used, purchased, generated, stored, treated, transported, disposed, otherwise handled by you, reported in gallons for liquids and pounds for solids.

Provide Material Safety Data Sheets (MSDS) for each hazardous material used, purcheased, generated, stored, treated, transported, disposed, or otherwised handled by you."

---

12. "Identify all leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the facility. In addition, identify:

a. When such releases occurred or may occur;

b. How the releases occurred or may occur;

c. What hazardous materials were released or may be released;

d. What amount of each such hazardous material was so released;

e. Where such releases occurred or may occur, describing the location(s) and providing a map or diagram of such location(s);

f. Any and all activities undertaken in response to each such release or threatened release;

g. Any and all investigations of the circumstances, natures, extent, or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken;

h. Whether any report(s) of any such release(s) was (were) made to any public agency, and the content of that (those) report(s);

i. All persons with information relating to subparts a. through h. of this Question."

---

13. "If any releases or threatened release identified in response to Question 12, above, occurred into any subsurface disposal system, floor drain, sump, or dry well inside or under any buildings located on the facility, further identify:

a. precisely where the disposal system, floor drain, sump or dry well is and was located;

b. When the disposal system, floor drain, sump, or dry well was installed;

c. Whether the disposal system, floor drain, sump, or dry well was connected to pipes;

d. Where such pipes are or were located, describing the location(s) and providing a map or diagram of such location(s);

e. When such pipes were installed;

f. How and when such pipes were replaced, repaired, or otherwise changed."
