CHICAGO TITLE COMPANY

Issuing Office:
700 SOUTH FLOWER, STE 900
LOS ANGELES, CA 90017
(213)488-4300

GEORGE BULL
CHICAGO TITLE/IRVINE
16969 VON KARMAN
IRVINE, CA 92606

Order No. 007145252 X59
Reference: C156699
Regarding:
LOS ANGELES, CA

Dated as of JULY 30, 1997 at 7:30 AM

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

CHICAGO TITLE INSURANCE COMPANY

hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached list. Copies of the Policy forms should be read. They are available from the office which issued the report.

Please read the exceptions shown or referred to in Schedule B and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

The form of policy of title insurance contemplated by this report is:
AMERICAN LAND TITLE ASSOCIATION OWNER'S EXTENDED COVERAGE POLICY

Title Officer CLARK MCKINNON

PFPG4 -- 11/07/94 AA

SCHEDULE A

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

A FEE

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

McDONNELL DOUGLAS REALTY COMPANY, A CALIFORNIA CORPORATION.

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

LOTS 1 TO 12 INCLUSIVE OF TRACT NO. 52172-01, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK ____ PAGES __ TO ___ INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SCHEDULE B

Order No. 7145252 - X59

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

AR 1. ANY CLAIMS FOR MECHANICS' LIENS ON SAID LAND THAT MAY BE RECORDED BY REASON OF A WORK OF IMPROVEMENT, DISCLOSED BY AN INSPECTION OF SAID LAND.

A 2. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1997-98 THAT ARE A LIEN NOT YET DUE.

AS 3. SAID PROPERTY HAS BEEN DECLARED TAX-DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR FISCAL YEAR 1996-1997 (AND SUBSEQUENT YEARS, IF ANY)

AMOUNT TO REDEEM: $205,522.51
IF PAID BY: AUGUST 31, 1997

IF PAYMENT IS TO BE MADE THROUGH THIS TITLE ORDER, IN ORDER TO INSURE THAT PAYMENT IS RECEIVED BY THE TAX COLLECTOR IN A TIMELY MANNER, GOOD FUNDS MUST BE IN POSSESSION OF THIS COMPANY AT LEAST 3 BUSINESS DAYS PRIOR TO THE ABOVE DATE.

C

AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

D 4. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART O.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

E 5. AN EASEMENT UPON, ALONG AND UNDER THE HEREINAFTER DESCRIBED STRIP OF LAND FOR THE PURPOSE OF USING, OPERATING, MAINTAINING, REPAIRING, RECONSTRUCTING AND REPLACING THEREON AND REMOVING THEREFROM TWO PRESENTLY EXISTING UNDERGROUND PIPE LINES FOR THE TRANSMISSION OF BUTYLENSES, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID STRIP OF LANDS OVER A ADJACENT LANDS OF THE GRANTEE AT ALL REASONABLE TIMES.

SAID STRIPS OF LAND BEING GENERALLY DESCRIBED AS A STRIP OF LAND 5 FEET IN WIDTH, THE CENTER LINE OF WHICH BEGINS AT A POINT IN THE EASTERLY LINE OF PARCEL 2 IN MAP FILED APRIL 16, 1942 IN BOOK 52 PAGE 47 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT OF BEGINNING BEING SITUATED 5 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF 190TH STREET; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF 190TH STREET, NORTH 89 DEGREES 56 MINUTES 46 SECONDS EAST 1206.56 FEET; THENCE SOUTH 63 DEGREES 22 MINUTES 27 SECONDS EAST 222.7

SCHEDULE B
(continued)

FEET; THENCE NORTH 89 DEGREES 56 MINUTES 46 SECONDS EAST 443.5 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF NORMANDIE AVENUE, SOUTH 0 DEGREES 07 MINUTES 40 SECONDS EAST 1351.8 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST 5.5 FEET TO THE WESTERLY LINE OF THE PACIFIC ELECTRIC RIGHT OF WAY, AS RESERVED BY RECONSTRUCTION FINANCE CORPORATION, A CORPORATION, ACTING BY AND THROUGH WAR ASSETS ADMINISTRATION, IN THE DEED RECORDED DECEMBER 22, 1948 AS INSTRUMENT NO. 1997 IN BOOK 29335 PAGE 142, OFFICIAL RECORDS.

F 6. AN EASEMENT IN, ON AND ALONG THE DRAINAGE DITCH PRESENTLY EXISTING UPON AND ACROSS SAID LAND LYING WITHIN THE NORTHERLY 50 FEET THEREOF FOR THE PURPOSE OF DISCHARGING INTO SAID DITCH STORM WATERS WHICH NATURALLY DRAIN THEREIN, AS RESERVED BY RECONSTRUCTION FINANCE CORPORATION, A CORPORATION, ACTING BY AND THROUGH WAR ASSETS ADMINISTRATION IN THE DEED RECORDED DECEMBER 22, 1948 AS INSTRUMENT NO. 1997 IN BOOK 29335 PAGE 142, OFFICIAL RECORDS.

G 7. AN EASEMENT OVER AND UPON SUCH OF THE PRESENTLY EXISTING RAILROAD FACILITIES ON SAID LAND TO CONNECT THE SPUR TRACK PRESENTLY EXISTING ON ADJACENT LAND COMMONLY KNOWN AS THE "BOHN ALUMINUM TRACK"; ALSO AN EASEMENT FOR THE BENEFIT OF SAID BOHN ALUMINUM TRACK TO DISPOSE OF SEWAGE THROUGH THE SEWER SYSTEM PRESENTLY EXISTING IN SAID LAND; ALSO AN EASEMENT TO USE THE PRESENTLY EXISTING ELECTRIC POWER LINE SYSTEMS INSTALLED ON SAID LAND NOW CONNECTED TO AND SERVING SAID BOHN ALUMINUM TRACK, TO THE EXTENT REASONABLY NECESSARY FOR THE SUPPLY OF ELECTRIC POWER REQUIRED BY OPERATIONS FROM TIME TO TIME CONDUCTED ON SAID BOHN ALUMINUM TRACK, TOGETHER WITH THE RIGHT OF NECESSARY INGRESS TO AND EGRESS FROM SAID LAND, FOR THE PURPOSE OF MAINTAINING AND REPAIRING THE CONNECTIONS FROM SAID SYSTEM TO SAID BOHN ALUMINUM TRACK, AS RESERVED BY RECONSTRUCTION FINANCE CORPORATION, A CORPORATION, ACTING BY AND THROUGH WAR ASSETS ADMINISTRATION, IN DEED TO COLUMBIA STEEL COMPANY, A CORPORATION DATED DECEMBER 21, 1948 RECORDED DECEMBER 22, 1948 AS INSTRUMENT NO. 1997 IN BOOK 29335 PAGE 142, OFFICIAL RECORDS.

H 8. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING THEREFROM ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, IF ANY, UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) AS SET FORTH IN THE DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.

I 9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO:	LOS ANGELES COUNTY SANITATION DISTRICTS
PURPOSE:	SEWER PIPE LINES
RECORDED:	DECEMBER 16, 1957 AS INSTRUMENT NO. 3752 IN BOOK 56260 PAGE 290, OFFICIAL RECORDS

SCHEDULE B
(continued)

AFFECTS: A PORTION OF SAID LAND.

J 10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
PURPOSE: TRAFFIC SIGNAL AND CONTROL SYSTEM
RECORDED: MAY 13, 1958 AS INSTRUMENT NO. 3669 IN BOOK D-98 PAGE 972, OFFICIAL RECORDS
AFFECTS: AS THEREIN PROVIDED.

K 11. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING THEREFROM ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, IF ANY, UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) AS SET FORTH IN THE DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.

L 12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: STANDARD OIL COMPANY OF CALIFORNIA
PURPOSE: UNDERGROUND PIPE LINES
RECORDED: MARCH 21, 1960 AS INSTRUMENT NO. 3902 IN BOOK D-787 PAGE 769, OFFICIAL RECORDS
AFFECTS: AS THEREIN PROVIDED.

M 13. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY
PURPOSE: SEWER PIPE LINE
RECORDED: OCTOBER 5, 1962 AS INSTRUMENT NO. 4494 IN BOOK D-1780 PAGE 570, OFFICIAL RECORDS
AFFECTS: AS THEREIN PROVIDED.

N 14. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: HARVEY A. ALUMINUM (INCORPORATED), A CALIFORNIA CORPORATION
PURPOSE: RAILROAD SPURS
RECORDED: JUNE 9, 1964 AS INSTRUMENT NO. 4500 IN BOOK D-2503

SCHEDULE B
(continued)

AFFECTS:	PAGE 102, OFFICIAL RECORDS AS THEREIN PROVIDED.

O 15. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

IN FAVOR OF:	CITY OF LOS ANGELES
RECORDED:	SEPTEMBER 12, 1973 AS INSTRUMENT NO. 3286 IN BOOK M-4465 PAGE 819, OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

P THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

Q 16. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY:	MC DONNELL DOUGLAS CORPORATION, A CORPORATION
IN FAVOR OF:	THE CITY OF LOS ANGELES
RECORDED:	JUNE 26, 1970 AS INSTRUMENT NO. 3578 IN BOOK M-3518 PAGE 781, OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

R THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

S 17. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO:	STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION AND STANDARD GASOLINE COMPANY, A CORPORATION
PURPOSE:	PIPE LINES AND APPURTENANCE THEREOF FOR THE TRANSPORTATION OF OIL, PETROLEUM, GAS, GASOLINE, WATER OR OTHER SUBSTANCES
RECORDED:	JUNE 12, 1970 AS INSTRUMENT NO. 3128
AFFECTS:	AS THEREIN PROVIDED.

T 18. AN IRREVOCABLE OFFER TO DEDICATE A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN

SCHEDULE B
(continued)

IN FAVOR OF: CITY OF LOS ANGELES
FOR: FUTURE STREET OR HIGHWAY
RECORDED: NOVEMBER 25, 1970 AS INSTRUMENT NO. 2065
AFFECTS: AS THEREIN PROVIDED.

U SAID OFFER WAS ACCEPTED FOR PUBLIC USE BY A RESOLUTION

RECORDED: JULY 13, 1971 AS INSTRUMENT NO. 2946

V 19. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE: GUY WIRE AND ANCHOR
RECORDED: MARCH 19, 1975 AS INSTRUMENT NO. 2734
AFFECTS: AS THEREIN PROVIDED.

W 20. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE: STUB POLE, GUY WIRES AND ANCHORS
RECORDED: MARCH 19, 1975 AS INSTRUMENT NO. 2735
AFFECTS: AS THEREIN PROVIDED.

X 21. AN IRREVOCABLE OFFER TO DEDICATE A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN

IN FAVOR OF: CITY OF LOS ANGELES
FOR: PUBLIC STREET
RECORDED: DECEMBER 12, 1975 AS INSTRUMENT NO. 2937
AFFECTS: AS THEREIN PROVIDED.

Y SAID EASEMENT WAS ACCEPTED BY A RESOLUTION

EXECUTED BY: MC DONNELL DOUGLAS CORPORATION, A CORPORATION
RECORDED: DECEMBER 12, 1975 AS INSTRUMENT NO. 2937

Z 22. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: MC DONNELL DOUGLAS CORPORATION

SCHEDULE B
(continued)

IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: MARCH 31, 1986 AS INSTRUMENT NO. 86-396577

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AA THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AB 23. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: MC DONNELL DOUGLAS CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: DECEMBER 19, 1986 AS INSTRUMENT NO. 86-1773237

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AC THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AD 24. A LIEN FOR UNSECURED PROPERTY TAXES FILED BY THE TAX COLLECTOR OF THE COUNTY SHOWN, FOR THE AMOUNT SET FORTH, AND ANY OTHER AMOUNTS DUE.

COUNTY: LOS ANGELES
FISCAL YEAR: 1995
TAXPAYER: McDONNELL DOUGLAS CORP.
COUNTY IDENTIFICATION
NUMBER: 95/49903958
AMOUNT: $303.09
RECORDED: FEBRUARY 10, 1997 AS INSTRUMENT NO. 97-215844

AE 25. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

AF 26. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON ANY UNRECORDED LEASE, OR LEASES.

THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED LEASE BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

AG 27. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR SURVEY OF SAID LAND OR

SCHEDULE B
(continued)

BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

AH 28. ANY EASEMENTS AND/OR RELINQUISHMENTS WHICH MAY BE SHOWN UPON OR DEDICATED BY THE RECORDED MAP OF TRACT NO. 52172.

AI NOTE: NO INFERENCE SHOULD BE DRAWN THAT THE MAP OF TRACT NO. 52172 WILL BE RECORDED, NOR, THAT IN THE EVENT IT IS THAT THE LAND OR LOT(S) SHOWN ON SAID PRINT WILL CONFORM TO THE RECORDED MAP.
NEITHER SHOULD ANY INSTRUMENTS FOR RECORDATION BE PREPARED BASED ON THIS REPORT, AND THIS COMPANY ASSUMES NO LIABILITY IF THIS REPORT IS USED FOR ANY PURPOSE IN VIOLATION OF THE REAL ESTATE LAW AND/OR "SUBDIVISION MAP ACT".

AJ 29. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:

(i) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(ii) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PERFERENTIAL TRANSFER RESULTS FROM THE FAILURE:

(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR

(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

AK NOTE NO. 1: THIS COMPANY WILL REQUIRE THAT AN ALTA SURVEY OF SAID LAND, SATISFACTORY TO THIS COMPANY, BE SUBMITTED. IT IS RECOMMENDED THAT THE SURVEYOR CONTACT THIS COMPANY PRIOR TO STARTING THE SURVEY.

AN NOTE NO. 2: THE REQUIREMENT FOR SUBMISSION TO THIS COMPANY OF A RESOLUTION OF THE GOVERNING BODY OF McDONNELL DOULGAS REALTY COMPANY, A CALIFORNIA CORPORATION AUTHORIZING THE TRANSACTION FOR WHICH THIS REPORT HAS BEEN REQUESTED TOGETHER WITH A COPY OF SUCH CORPORATION'S BY LAWS. THE RESOLUTION MUST DESIGNATE THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATION'S BEHALF.

AL NOTE NO. 3: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF FROM TWO TO FIVE BUSINESS DAYS AFTER THE DAY DEPOSITED.

SCHEDULE B
(continued)

IN THE EVENT THAT THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

WIRE TRANSFERS

THERE IS NO MANDATED HOLD PERIOD FOR FUNDS DEPOSITED BY CONFIRMED WIRE TRANSFER. THE COMPANY MAY DISBURSE SUCH FUNDS THE SAME DAY.

CHICAGO TITLE WILL DISBURSE BY WIRE (WIRE-OUT) ONLY COLLECTED FUNDS OR FUNDS RECEIVED BY CONFIRMED WIRE (WIRE-IN). THE FEE FOR EACH WIRE-OUT IS $25.00. THE COMPANY'S WIRE-IN INSTRUCTIONS ARE:

WIRE-IN INSTRUCTIONS FOR BANK OF AMERICA:

BANK:	BANK OF AMERICA 1850 GATEWAY BLVD. CONCORD, CA 94520
BANK ABA:	121000358
ACCOUNT NAME:	CHICAGO TITLE COMPANY BROADWAY PLAZA OFFICE
ACCOUNT NO.:	12351-50737
FOR CREDIT TO:	CHICAGO TITLE COMPANY 700 SOUTH FLOWER, SUITE 900 LOS ANGELES, CA 90017
FURTHER CREDIT TO:	ORDER NO.: 007145252

AM NOTE NO. 4: WHEN THIS TITLE ORDER CLOSES AND IF CHICAGO TITLE IS HANDLING LOAN PROCEEDS THROUGH SUB-ESCROW, ALL TITLE CHARGES AND EXPENSES NORMALLY BILLED, WILL BE DEDUCTED FROM THOSE LOAN PROCEEDS (TITLE CHARGES AND EXPENSES WOULD INCLUDE TITLE PREMIUMS, ANY TAX OR BOND ADVANCES, DOCUMENTARY TRANSFER TAX AND RECORDING FEES, ETC.).

PLATS
CM/AI

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (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 paid value for the insured mortgage or the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the ability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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 which may be asserted by 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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorney's fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

   - land use
   - land division
   - improvements on the land
   - environmental protection

   This exclusion does not apply to the violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
   - to any land outside the area specifically described and referred to in item 3 of Schedule A, or
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

EXCEPTIONS FROM COVERAGE

In addition to the Exceptions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Someone claiming an interest in your land by reason of:
   A. Easements not shown in the public records
   B. Boundary disputes not shown in the public records
   C. Improvements owned by your neighbor placed on your land

2. If, in addition to a single family residence, your existing structure consists of one or more Additional Dwelling Units, Item 12 of Covered Title Risks does not insure you against loss, costs, attorneys' fees, and expenses resulting from:

   A. The forced removal of any Additional Dwelling Unit, or,

   B. The forced conversion of any Additional Dwelling Unit back to its original use,

   if said Additional Dwelling Unit was either constructed or converted to use as a dwelling unit in violation of any law or government regulation.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violations of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violations of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

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   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (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 paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

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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.

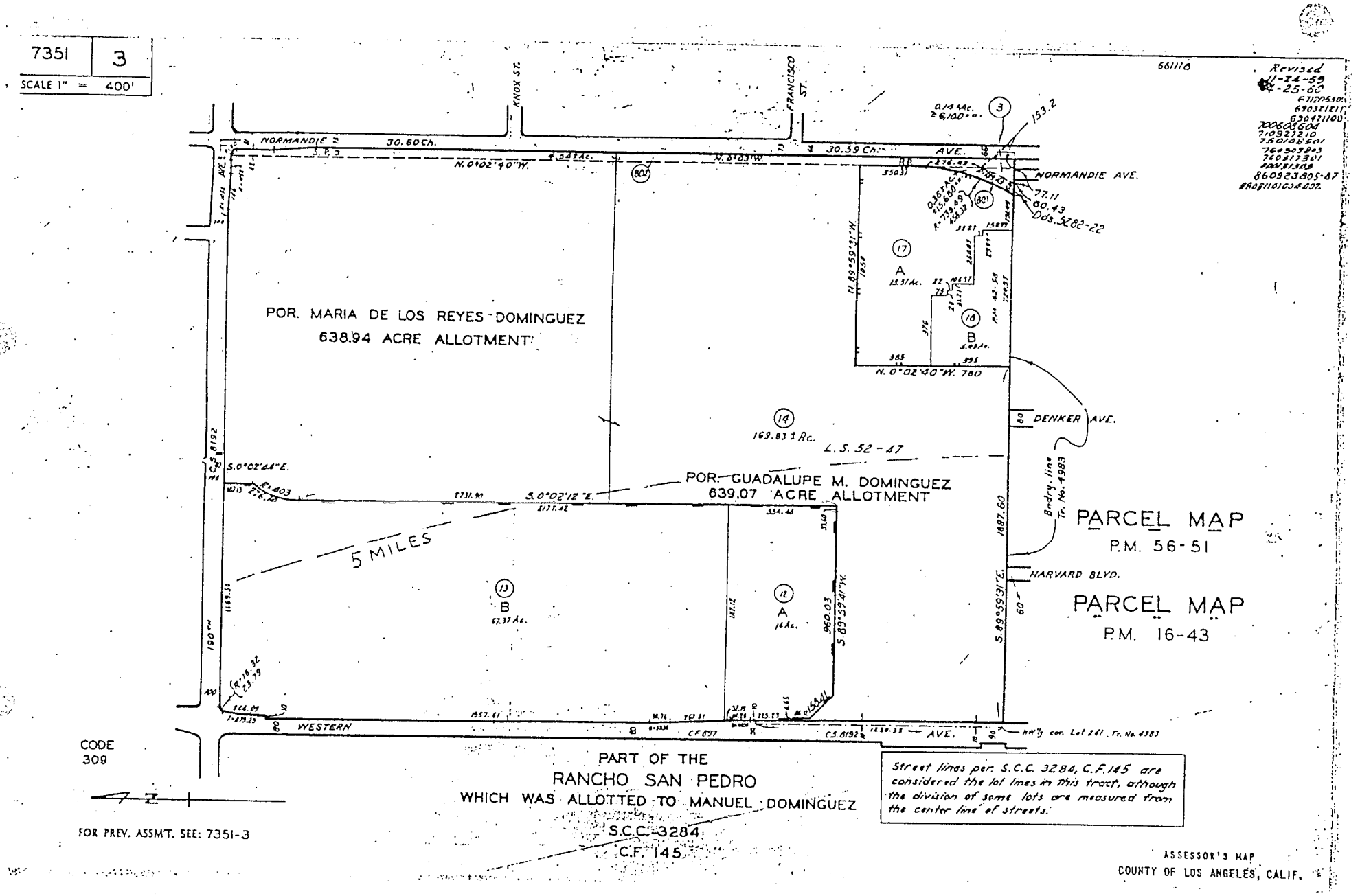
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.



This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the company assumes no liability for any loss occuring by reason of reliance thereon.

BOE-C6-0102647