

Siskiyou County Recorder
Leanna Dancer, Recorder

RECORDING REQUESTED BY:

J.H. Baxter Company

DOC - 07-0002127
Check Number 1019
Monday, FEB 12, 2007 15:01:38
Ttl Pd \$64.00 Nbr-0000118284
RAS/C2/1-20

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Northern California-Central Cleanup
Operations Branch
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: James L. Tjosvold, P.E., Chief

(Space Above This Line Reserved For Recorder's Use)

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

J.H. Baxter Superfund Site, Weed, Siskiyou County, California

This Covenant and Agreement ("Covenant") is made by and between the J.H. Baxter Company and its successors ("J. H. Baxter", "the "Covenantor"), the current owner of property situated in Weed, County of Siskiyou, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code (H&SC) section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend pursuant to Civil Code Section 1471 and H&SC section 25355.5 that the use of the Property be restricted as set forth in this

Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency (the "U.S. EPA") as a third-party beneficiary.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 33 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is part of the J.H. Baxter Superfund Site, listed on the National Priorities List in 1984 ("the Site").

The Property is located at the northeastern margin of the City of Weed in Siskiyou County, California. The Property is generally bounded by residential areas of Weed on the west and northwest, by the Roseburg Forest Products Co. facility to the north, and irrigated pasture to the south. Land use in the Site area consists of industrial, residential, and pasture/mixed woodland. This Property is more specifically described as County Assessor's Parcel No.: 021-080-120-000.

1.02. Historically, the Property has been used for wood treating activities since 1937.

1.03. Hazardous substances, as defined in section 25316, Chapter 6.8, Division 20 of the California H&SC, section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C. section 9601 (14); and 40 Code of Federal Regulations parts 261.3 and 302.4, remain on portions of the Property, including arsenic, copper, zinc, chromium, tetrachlorophenol, pentachlorophenol, dioxins and furans, and carcinogenic and non-carcinogenic polynuclear aromatic hydrocarbons in soil and arsenic, copper, zinc, chromium, tetrachlorophenol, benzene pentachlorophenol, dioxins and furans, carcinogenic and non-carcinogenic polynuclear aromatic hydrocarbons in groundwater. These substances are also hazardous materials as defined in H&SC section 25260.

1.04. The Record of Decision (ROD) for the J.H. Baxter Superfund Site was issued by the U.S. EPA on September 25, 1990 and ROD Amendment #1 was issued

on March 27, 1998. Under the Amended ROD, the U.S. EPA Region IX Superfund Division Director selected a final remedial action for the Property pursuant to the CERCLA of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sec. 9601 et seq. The Department concurred with this remedy.

1.05. The Amended ROD provides for a deed restriction limiting the future use of the Property. This restriction is necessary to preclude potential residential users' exposure to hazardous substances which will remain in Property soils after remedial actions are complete, to limit potential exposure to hazardous substances identified in groundwater beneath the Property, and to preclude disruption of the on-site landfill, slurry wall, groundwater pump-and-treat system, and the asphaltic concrete cap.

1.06. Beazer East, Inc., International Paper Co., J.H. Baxter, and Roseburg Forest Products Co. (together, the "Weed Remediation Group") have been remediating the Property pursuant to the Unilateral Administrative Order ("UAO") issued by the U.S. EPA on December 23, 1998 pursuant to Section 106 of CERCLA, 42 U.S.C. Section 9606.

1.07. As described in Section 67 of the UAO, land use restrictions are also necessary to ensure that the Property is not used in a manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures that are implemented pursuant to the UAO, including the slurry wall and groundwater pump and treat system.

1.08. On August 6, 2001, a Consent Decree between the Weed Remediation Group and the U.S. EPA regarding the Property was entered by the United States District Court for the Northern District of California (Civil Action No. COI-2-24 SC) (the "Consent Decree"). The Consent Decree provides that Baxter and Roseburg Forest Products Co. must execute and record in Siskiyou County, California, environmental restrictions applicable to their respective Properties. The environmental restrictions will (1) grant a right of access to the State; (2) specify land use restrictions applicable to their Properties on the Site; and (3) bind subsequent owners of their respective Properties.

1.09. Remedial Measures implemented at the Property include remediation of soil areas to industrial cleanup standards, installation of an asphaltic concrete cap, groundwater treatment to attain cleanup standards as stated in the Amended ROD, installation of a slurry wall for areas of groundwater and subsurface soil that cannot attain the cleanup standards (a Technical Impracticability Waiver (TI zone) has been issued for the area within the slurry wall), and construction of a permanent, hazardous waste storage facility (on-site landfill), which has been filled and closed. A groundwater pump-and-treat system (all wells, pumps, piping, electrical, and treatment systems required to monitor, control, and treat groundwater) has been installed onsite to control and remediate groundwater beneath the Property. These Remedial Measures are depicted on Exhibit "B" attached hereto and incorporated herein by reference.

ARTICLE II
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title or an ownership interest in all or any portion of the Property.

2.04. Occupant. "Occupant" means any Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response actions under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA, or a state agency acting pursuant to a contract or cooperative agreement executed under CERCLA section 104(d)(1), 42 U.S.C. 9604(d)(1), or designated pursuant to a CERCLA

Memorandum of Agreement entered into under subpart F of the NCP (40 C.F.R. 300.505), may be designated CERCLA Lead Agency. The U.S. EPA is the CERCLA Lead Agency at the time of the recording of this Covenant.

ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and California Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; (d) is for the benefit of the U.S. EPA as a third party beneficiary; and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees and runs with the Property in perpetuity, except as otherwise provided in this instrument. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the owner, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for all or any

portion of the Property which are hereafter executed or renewed. Further, each Owner or Occupant agrees to include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF THE PROPERTY, DATED ___, RECORDED IN THE PUBLIC LAND RECORDS ON [DATE]___ IN THE BOOK___ PAGE___, IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL, AND FOR THE BENEFIT OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

3.05. Conveyance of Property. The Owner shall provide notice to the Department and to the U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. Owner shall refrain from using the Property or such other property in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures implemented pursuant to the Amended Record of Decision and the UAO. The Property shall not be used for any of the following purposes:

- (a) A residence, including but not limited to any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.

- (d) A day care center for children or elder care.

4.02. Non-Interference with Remedial Systems. Remedial Systems include the groundwater pump-and-treat and monitoring system, Resource Conservation and Recovery Act (RCRA)-equivalent cell/on-site landfill, the asphaltic concrete cap or any other cap placed on Site soil as part of the remedial measures implemented pursuant to the UAO, and the slurry wall and associated gravel drainage trench. Covenantor agrees that:

- (a) Activities that may disturb the Remedial Systems shall not be permitted on the Property without prior written approval by the CERCLA lead agency.

- (b) All uses and development of the Property shall preserve the integrity of the Remedial Systems.

- (c) The Remedial Systems shall not be altered without the prior written approval of the CERCLA lead agency.

4.03. Prohibited Activities. The following restrictions shall also apply at the Property:

- (a) Extraction of groundwater from within the TI Zone for purposes other than CERCLA lead agency-approved site remediation is prohibited. Extraction of groundwater for purposes other than site remediation shall not be conducted from other portions of the Property unless the CERCLA lead-agency has determined that the extracted groundwater meets, or once treated will meet remedial goals as set forth in Table 4-2 of the Amended ROD.

- (b) Activity (other than required maintenance and monitoring activities) shall not be permitted within the fenced areas of the RCRA-equivalent cell/above ground on-site landfill without the prior written approval of the CERCLA lead agency. Activities outside of the fenced areas of the RCRA-equivalent cell/above ground on-site landfill that may disturb the integrity of the RCRA-equivalent cell/above ground on-site landfill are prohibited without prior written approval from the CERCLA lead agency.

(c) Activities that may disturb (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) any ROD-required cap placed upon Property soil shall not be permitted without prior written approval from the CERCLA lead-agency. Such prior written approval may take the form of a soils management plan submitted by the current Owner of the Property and approved by the CERCLA lead-agency, if the soils management plan permits such activities. The soils management plan previously approved by USEPA (*i.e.* the *Post Closure Operations and Management Plan Surface Soils, Area B and Ditch Sediments* for the Property) constitutes such written approval for activities permitted by the Soils Management Plan for as long as J.H. Baxter holds the fee simple title to the Property.

(d) Activities that may disturb the slurry wall and/or the associated gravel drainage trench shall not be permitted without prior written approval from the CERCLA lead agency.

(e) Soils excavated from within the slurry wall area shall not be moved outside of the slurry wall area.

4.04. Soil Management. Except for CERCLA lead-agency approved site remediation activities, contaminated soils may only be brought to the surface (by grading, excavation, trenching, backfilling, or otherwise) with the prior written approval of the CERCLA lead agency and if such soils are managed in accordance with applicable provisions of state and federal law. The prior written approval of the CERCLA lead agency may take the form of a soils management plan submitted by the current Owner of the Property and approved by the CERCLA lead agency, if the soils management plan permits such activities. The soils management plan previously approved by USEPA (*i.e.* the *Post Closure Operations and Management Plan Surface Soils, Area B and Ditch Sediments* for the Property) constitutes such written approval for activities permitted by the Soils Management Plan for as long as J.H. Baxter holds the fee simple title to the Property.

4.05. Access for the Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department

in order to protect the public health or safety or the environment. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or EPA's authority to take response actions under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; or any other federal law.

4.06. For safety purposes, when Department and U.S. EPA individuals are on the Property, they shall notify Covenantor by presenting their credentials or identification, logging in and out at the plant office when entering or leaving the Property, and shall allow a representative of Covenantor to accompany them. When these individuals log in at the plant office, Covenantor shall provide them with a copy of the Covenantor's safety regulations for its operations at the Property. Those individuals granted access rights shall, when on the Property or any portion thereof, abide by all reasonable safety standards requested by the property owner of that portion of the Property.

4.07. Access for Implementing Operation & Maintenance (O&M). The entity or person(s) responsible for implementing the O&M activities relating to the groundwater pump-and-treat system, on-site landfill, any ROD-required cap and slurry wall with associated drainage trench shall have reasonable right of entry and access to the Property for the purpose of implementing these O&M activities. Such right of entry and access shall continue until such time as the CERCLA lead agency determines that such activities are no longer required. For safety purposes, when these personnel are on the Property and if they are not employees of the Covenantor, they shall notify Covenantor by presenting their identification, logging in and out at the plant office when entering or leaving the Property, and shall allow a representative of Covenantor to accompany them. When these individuals log in at the plant office, Covenantor shall provide them with a copy of the Covenantor's safety regulations for its operations at the Property. These individuals granted access rights shall, when on the Property or any portion thereof, abide by all reasonable safety standards requested by the property owner of that portion of the Property.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. The Department shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Covenant shall be enforceable by the Department pursuant to H&SC, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner or Occupants to comply with the restrictions specifically applicable to them shall be grounds for the Department to require that the Covenantor, Owner or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA, and violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law or equity.

ARTICLE VI
VARIANCE, TERMINATION AND TERM

6.01. Variance. Covenantor or any other aggrieved person may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. Unless and until the State of California assumes CERCLA lead agency responsibility for Site O&M, no variance may be granted under this paragraph 6.01 without prior review and prior concurrence of the variance by U.S. EPA. Any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Unless and until the State of California assumes CERCLA lead agency responsibility for Site O&M, no termination may be granted under this Paragraph 6.02 without prior review and prior written concurrence of the termination by U.S. EPA.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication or Taking. The Covenantor entered into this agreement as part of a resolution with the Department and U.S. EPA of its alleged liabilities for the Property. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing in this Covenant shall be construed to constitute a taking under state or federal law.

7.02. Department References. All references to the Department include successor agencies/departments of other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Siskiyou within fifteen (15) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

As to J.H. Baxter and Company:

Georgia Baxter
President and CEO
J.H. Baxter and Company
1700 South El Camino Real
P.O. Box 5902
San Mateo, California 9402-0902

and

Sara Beth Watson
Steptoe & Johnson
1330 Connecticut Avenue, N.W.
Washington, DC 20036

As to the Department:

Department of Toxic Substances Control
Northern California-Central Cleanup Operations Branch
Site Mitigation and Brownfields Reuse Program
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: James L. Tjosvold, P.E., Chief

As to the U.S. EPA:

Travis L. Cain, SFD-7-2
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105-3901

and

Sarah E. Mueller, ORC-3
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason,

the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

7.07. Third Party Beneficiary. U.S. EPA's rights as a third party beneficiary of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

7.08. Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant. "Covenantor".

J.H. Baxter and Company

By: Georgia Baxter

Title: President + CEO

Date: 11/20/06

"Department"

By: James L. Tjosvold

James L. Tjosvold, P.E., Chief

Northern California-Central Cleanup Operations Branch

Date: 12/13/06

STATE OF CALIFORNIA)

)

COUNTY OF San Mateo)

On this 20th day of November, in the year 2006,

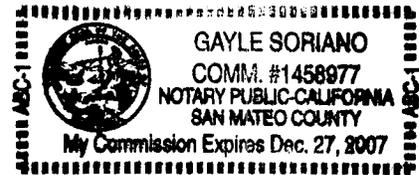
before me Gayle Soriano, Notary Public, personally appeared

Georgia Baxter

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

WITNESS my hand and official seal.

Signature *Gayle Soriano*



ACKNOWLEDGMENT

State of California

County of Sacramento

On December 13, 2006 before me, Kathleen C. Duncan personally
Notary Public

appeared James L. Tjornvold

- Personally known to me
- Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen C. Duncan



Exhibit B also attached 9

EXHIBIT A

Parcel 1A

A fractional portion of the North half of Section 1, Township 41 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

Beginning at a point which bears South 28°05'45" East, 45.00 feet from the Northeast corner of Weed Subdivision, Unit No. 2, as said subdivision is shown on the plat recorded in Town Map Book No. 3, page 17 in the office of the Siskiyou County Recorder; thence North 66° 04'05" East 247.65 feet to an iron pipe and the True Point of Beginning:

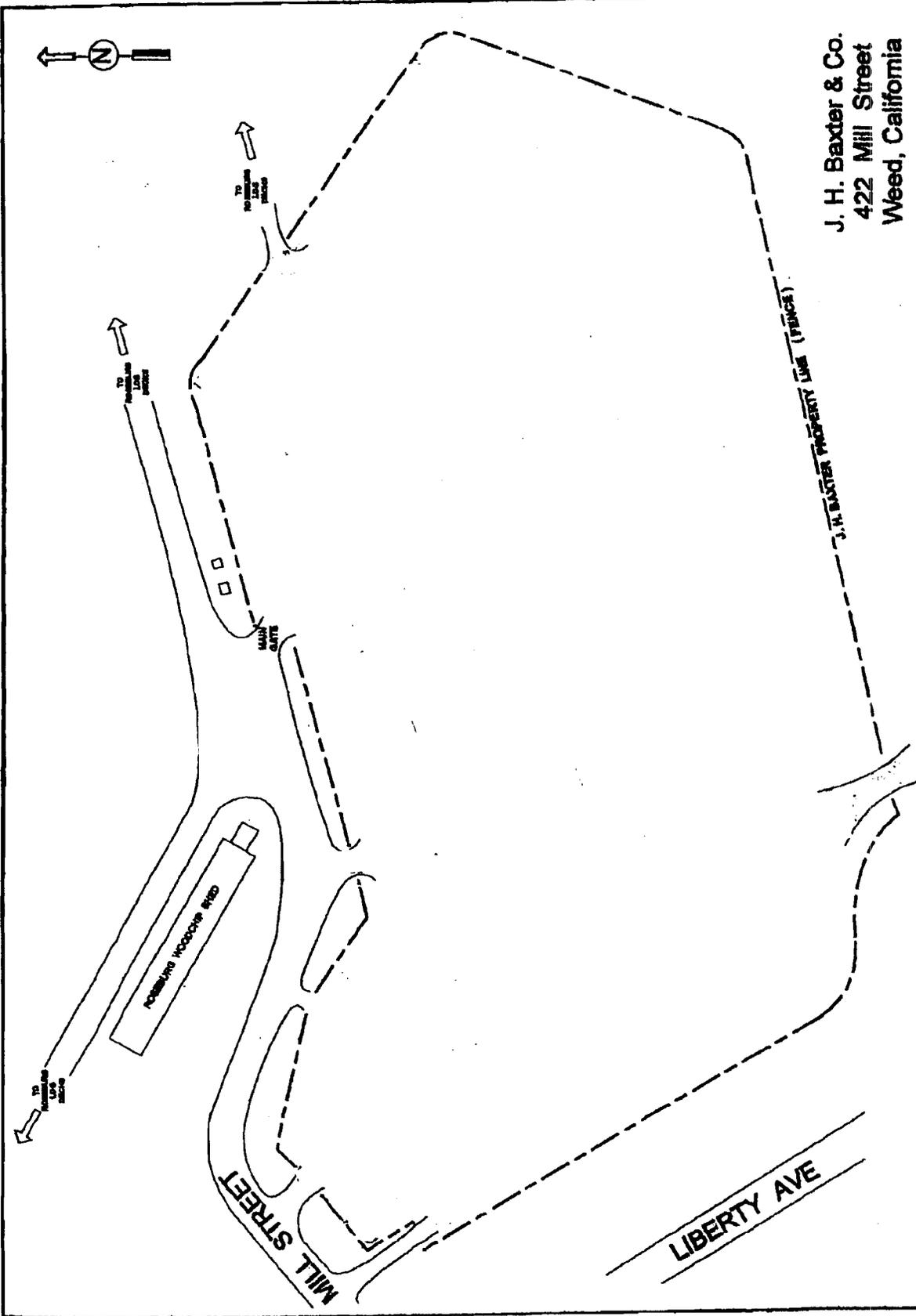
thence N33°02'52" E 88.57 feet to an iron pipe;
thence S67°59'10" E 271.38 feet to an iron pipe;
thence N89°45'21" E 356.48 feet to an iron pipe;
thence N64°00'00" E 268.43 feet to an iron pipe;
thence N75°36'37" E 396.23 feet to an iron pipe;
thence S51°21'31" E 451.43 feet to an iron pipe;
thence S40°45'07" E 150.92 feet to an iron pipe;
thence S45°26'28" E 292.03 feet to an iron pipe;
thence S44°28'46" W 28.02 feet to an iron pipe;
thence N45°28'51" W 203.91 feet to an iron pipe;
thence S78°33'36" W 1064.13 feet to an iron pipe;
thence N80°48'34" W 568.44 feet to an iron pipe;
thence N01°52'43" E 281.25 feet to an iron pipe;
thence N55°13'26" W 220.94 feet to an iron pipe and the True Point of Beginning
APN Por 021-080-120

Parcel 1B

A fractional portion of the North half of Section 1, Township 41 North, Range 5 West, Mount Diablo Meridian, described as follows:

Beginning at a point which bears South 28°05'45" E, 45.00 feet from the Northeast corner of Weed Subdivision, Unit No. 2, as said subdivision is shown on the plat recorded in Town Map Book No. 3 Page 17, in the office of the Siskiyou County Recorder;

thence N66°04'05" E 247.65 feet to an iron pipe;
thence S55°13'26" E 220.94 feet to an iron pipe;
thence S01°52'43" W 281.25 feet to an iron pipe;
thence S80°48'34" E 568.44 feet to an iron pipe;
thence N78°33'56" E 1064.13 feet to an iron pipe;
thence South 10°13'48" West 449.69 feet;
thence South 78°33'56" West 1307.95 feet to the Easterly boundary of the Weed Subdivision, Unit No. 2;
thence N31°03'40" West, 30.57 feet along said Easterly boundary to the beginning of a tangent curve concave to the Southwest and having a radius of 80.00 feet;
thence Northwesterly 83.49 feet along said curve through an angle of 59°47'10";
thence S89°09'10" W, 53.96 feet along the Easterly boundary to the beginning of a tangent curve concave to the Northeast and having a radius of 100.00 feet;
thence Northwesterly 109.52 feet along said curve through an angle of 62°45'05";
thence North 28°05'45" W, 874.37 feet along said Easterly boundary to the point of beginning.



J. H. Baxter & Co.
 422 Mill Street
 Weed, California

J. H. Baxter & Co. Weed, CA		Plant Layout	
SCALE:	Appx. 1 in. = 200 ft.	DATE:	11-15-02
REVISED:	1-3-05	NOTES:	Assessors Parcel Number: 21-050-120-0
DRAWN BY:	G. Jensen		

EXHIBIT B

