

AGREEMENT OF SALE AND EXCHANGE AND ESCROW INSTRUCTIONS

To: First American Title Insurance Company
Attn: Ruth Price
1889 Rice Avenue
Oxnard, California 93030

This Agreement of Sale and Exchange and Escrow Instructions ("Agreement") is made and entered into as of November 28, 2006, between the City of Oxnard ("City" or "City"), and Aldersgate Investment, LLC, a Delaware Limited Liability Company ("Aldersgate"). Aldersgate and the City (collectively referenced to as the "Parties") agree as follows:

1. Definitions. As used in this Agreement, the terms set forth below shall have the following meanings:

"Affiliate" means any Person (a) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another Person of (b) five percent (5%) or more of the voting securities or equity interests of which is held beneficially or of record by another Person. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management and policies of a Person, whether through the ownership of voting securities or equity interests, by contract, by family relationship or otherwise.

"Agreement" has the meaning set forth in the first paragraph of this Agreement.

"Authorities" means the governmental and quasi-governmental bodies and agencies having jurisdiction over the real property described herein, including, without limitation, the County, courts, special taxing districts, administrative tribunals and public and private utilities.

"City's Title Policy" and "Aldersgate's Title Policy" means the policy of title insurance described in Section 6.2 [entitled "Title Insurance"].

"Contracts" means all leases, rental and other occupancy agreements, purchase and sale agreements, options and service, maintenance, architect, engineer, consultant, construction and other agreements of any nature affecting or relating to the Properties (a) to which the City or Aldersgate is a party, by which the City or Aldersgate is bound or which are binding on or benefit the Properties or the City or Aldersgate and (b) which will be in effect on and/or after the Close of Escrow. An agreement shall be deemed to be in effect on and/or after the Close of Escrow if any right or any obligation of any party under such agreement remains on

"Hazardous Material Laws" means all Laws, orders, licenses and permits relating to Hazardous Material.

"Laws" means all federal, state and local laws, rules, regulations, ordinances and codes. The term "Laws" includes Hazardous Material Laws.

"Person" means any entity, whether an individual, trustee, corporation, partnership, joint stock company, trust, unincorporated organization, bank, business association or firm or otherwise.

"Plans and Reports" means all plans (including architectural and civil), specifications, engineering, soils, geologic, seismic and Hazardous Material reports, and other environmental reports and information, surveys, appraisals, budgets, proformas, business plans, forecasts, opinions, financial and other records and other documents (other than Contracts) pertaining or relating to the condition, construction, reconstruction, development, maintenance, repair, clean-up, investigation, management, ownership or operation of the Properties which are within the possession of, under the control of, reasonably available to or paid for by Aldersgate (as to Property One) and the City (as to Property Two) or a predecessor or affiliate of the Parties.

"Property One" means the real property and all improvements contained thereon located in the City and County consisting of approximately 21 acres, as more particularly described in Exhibit A.

"Property Two" means the real property and all improvements contained thereon located in the City and County consisting of approximately 2.12 acres, as more particularly described in Exhibit B.

"Properties" refers to Property One and Property Two collectively.

"Purchase Consideration" means the consideration for Property One specified in Section 4 [entitled "Purchase Consideration"].

"Title Reports" has the meaning set forth in Section 8.4.3 [entitled "Title"].

2. Recitals.

2.1 Ownership of Property. Aldersgate is, or will immediately prior to Close of Escrow be, the fee owner of the Property One. City is the fee owner of Property Two, and is holding the property to exchange pursuant to the terms of this Agreement.

3. Purchase and Sale of Property. Aldersgate agrees to sell to City, and City agrees to purchase from Aldersgate, Property One upon the terms set forth in this Agreement.

4. Purchase Consideration. The consideration for Property One shall be Ten Million Eight Hundred Thousand Dollars (\$10,800,000) ("Cash Consideration"), plus title to Property Two.

Aldersgate's Title Policy attributable to CLTA coverage and Aldersgate shall pay for any portion of the cost of the Aldersgate's Title Policy attributed to any additional or extended coverage, including the expense of the Survey, and to all such endorsements. City shall execute and deliver to Title Company any such certificates, instruments and/or affidavits as Title Company shall reasonably require in order to issue Aldersgate's Title Policy.

7. As Is Sale.

7.1 Condition of Property. The sale and exchange of Properties is "as-is", with all faults. The Purchase Price has been negotiated with consideration of the uncertainties existing because of environmental issues. City and Aldersgate have (or will have during the Due Diligence Period) investigated the Properties, and each accepts the property to be conveyed to it "as is." The transaction has been negotiated with due consideration of known conditions and awareness of uncertainty as to all unknown conditions. Neither party shall have remedy against or recourse against the other for any condition of the Properties, including the existence of Hazardous Materials, ground water contamination, soil contamination, soil instability, the unsuitability of the soil for either party's intended purposes, or any other condition whatsoever.

8. Escrow and Conditions.

8.1 Opening of Escrow and Escrow Instructions. City and Aldersgate promptly shall cause Escrow to be opened for the consummation of the transactions contemplated by this Agreement by delivering a fully executed copy of this Agreement to the Escrow Holder. This Agreement shall constitute instructions to the Escrow Holder with respect to such transactions. The Escrow Holder immediately shall notify City and Aldersgate of the Escrow Date. City and Aldersgate shall execute such additional escrow instructions as reasonably may be required to consummate the transactions contemplated by this Agreement and as City and Aldersgate may approve, which approval shall not be unreasonably withheld. To the extent such additional Escrow instructions conflict with any provisions of this Agreement, the provisions of this Agreement shall control, unless such additional escrow instructions specifically state to the contrary and satisfy Section 19.6. Aldersgate and City shall cause Escrow Holder to obtain and provide to each prior to a Disclosure Report concerning the Properties. City shall pay for the Disclosure Report for Property Two. Aldersgate shall pay for the Disclosure Report for Property One.

8.2 Close of Escrow. For purposes of this Agreement, Close of Escrow shall be deemed to be the date that the Grant Deed is recorded in the Official Records of the County.

8.2.1 Closing Date. Subject to Section 8.6, Close of Escrow shall occur upon the earlier to occur of (i) the date that is twenty (20) days after the date on which the Due Diligence Period ends, or (ii) April 12, 2007 (the "Closing Date"). The Closing Date may be extended by the mutual written agreement of Aldersgate and City. If escrow does not close on or before April 12, 2007 or mutually agreed upon later date, this escrow shall, upon written request of either Party, be cancelled and the obligations of the parties shall be only as stated in this Agreement. In the case of such termination, each Party shall bear one half the cost of escrow. The City Manager may act on behalf of City to extend the Close of Escrow.

Exceptions, which Aldersgate has indicated it will remove in Aldersgate's Responding Notice, City shall not be required to close escrow and this Agreement shall be terminated in accordance with the terms of Section 8.6.4. Notwithstanding anything in this section or the Agreement to the contrary, all monetary encumbrances of any kind, shall be deemed disapproved by City and conveyance must be free and clear of the same.

8.3.4 Feasibility and Inspections. On or before March 22, 2007, Aldersgate is to have delivered to the City all Plans and Reports pertaining to Property One. Aldersgate represents that it has delivered all Plans and Reports as of the date of execution of this Agreement. Not later than the last day of the Due Diligence Period, City shall have approved, in its sole and absolute discretion, the results of any and all feasibility, marketing, entitlement and other studies, inspections, appraisals, audits, tests, evaluations, investigations, surveys and reports of Property One and other property in the vicinity of Property One (including, without limitation, all engineering and environmental audits, evaluations and tests relative to the presence of any Hazardous Material within, under, upon or in the vicinity of Property One (collectively, "Inspections")) as City may elect to make or obtain. The failure of City to notify Aldersgate in writing during the Due Diligence Period of City's approval of the results of the Inspections shall be deemed to constitute City's approval of such results. The cost of any such Inspections shall be borne by City. If City disapproves such results this Agreement shall be deemed terminated in accordance with the terms of Section 8.6.4 [entitled "Failure Without Default"].

8.3.5 City's Title Insurance. The Title Company shall have committed in writing to issue City's Title Policy to City in compliance with the requirements of Section 6.2 [entitled "Title Insurance"].

8.3.6 Material Changes. There shall not have been any material adverse change in the condition of Property One or any material adverse change or proposed or contemplated material adverse change in any Laws applicable to Property One after the date of this Agreement.

The foregoing conditions are solely for the benefit of City and may be waived only by City. City shall at all times have the right to waive any condition, which waiver or waivers must be in writing to be effective. Neither the waiver by City of any condition nor the satisfaction of any condition shall relieve Aldersgate of any liability or obligation as respects any representation, warranty or covenant of Aldersgate under this Agreement unless City shall so agree in writing. All approvals and disapprovals given by City under this Section 8.3 (except disapprovals deemed to have been made by City) and any acknowledgments given by City of the satisfaction or failure of any conditions set forth in this Section 8.3 must be in writing to be effective.

8.4 Aldersgate's Conditions to Close of Escrow. The Close of Escrow and Aldersgate's obligations to close Escrow under this Agreement are subject to the satisfaction or waiver, not later than Close of Escrow (unless otherwise provided), of the following conditions:

Exceptions, provided if City is unable to remove, prior to Close of Escrow, any of the Disapproved Aldersgate Title Exceptions which City has indicated it will remove in City's Responding Notice, Aldersgate shall not be required to close escrow and this Agreement shall be terminated in accordance with the terms of Section 8.6.4. Notwithstanding anything in this section or the Agreement to the contrary, all monetary encumbrances of any kind, shall be deemed disapproved by Aldersgate and conveyance must be free and clear of the same.

8.4.4 Feasibility and Inspections. On or before March 22, 2007, City shall deliver to Aldersgate all Plans and Reports pertaining to Property Two. Not later than the last day of the Due Diligence Period, Aldersgate shall have approved, in its sole and absolute discretion, the results of any and all feasibility, marketing, entitlement and other studies, inspections, appraisals, audits, tests, evaluations, investigations, surveys and reports of Property Two and other property in the vicinity of Property Two (including, without limitation, all engineering and environmental audits, evaluations and tests relative to the presence of any Hazardous Material within, under, upon or in the vicinity of Property Two (collectively, "Inspections")) as Aldersgate may elect to make or obtain. The failure of Aldersgate to notify City in writing during the Due Diligence Period of Aldersgate's approval of the results of the Inspections shall be deemed to constitute Aldersgate's approval of such results. The cost of any such Inspections shall be borne by Aldersgate. If Aldersgate disapproves such results this Agreement shall be deemed terminated in accordance with the terms of Section 8.6.4 [entitled "Failure Without Default"].

8.3.5 Aldersgate's Title Insurance. The Title Company shall have committed in writing to issue Aldersgate's Title Policy to Aldersgate in compliance with the requirements of Section 6.2 [entitled "Title Insurance"].

8.3.6 Material Changes. There shall not have been any material adverse change in the condition of Property Two or any material adverse change or proposed or contemplated material adverse change in any Laws applicable to Property Two after the date of this Agreement.

The foregoing conditions are solely for the benefit of Aldersgate and may be waived only by Aldersgate. Aldersgate shall at all times have the right to waive any condition, which waiver or waivers must be in writing to be effective. Neither the waiver by Aldersgate of any condition nor the satisfaction of any condition shall relieve Aldersgate of any liability or obligation as respects any representation, warranty or covenant of Aldersgate under this Agreement unless Aldersgate shall so agree in writing. All approvals and disapprovals given by Aldersgate under this Section 8.3 (except disapprovals deemed to have been made by Aldersgate) and any acknowledgments given by Aldersgate of the satisfaction or failure of any conditions set forth in this Section 8.3 must be in writing to be effective.

8.5 Cooperation Regarding Conditions. Except as otherwise provided herein, neither Aldersgate nor City shall act or fail to act for the purpose of permitting or causing any condition to fail. Each party shall cooperate with the other party, at the written request of the other party, in the other party's efforts with respect to the satisfaction of the conditions; provided,

Company shall be governed by the terms of Section 18.2 [entitled "City's Default"]. If Escrow terminates because any of the other conditions set forth in Sections 8.3 or 8.4 are not satisfied for a reason other than the Default of City or Aldersgate under this Agreement, City and Aldersgate shall each be responsible for the payment of one-half of the cancellation and other charges required to be paid by and to the Escrow Holder and the Title Company.

9. Closing Costs. If Escrow closes, (a) the premium for City's Title Policy and Aldersgate's Tile Policy shall be allocated as provided in Section 6.2 above. (b) documentary transfer taxes and similar taxes and fees shall be paid by Aldersgate as to Property One and City as to Property Two; (c) recording costs and filing fees (other than documentary transfer taxes and other similar taxes and fees) shall be paid by City as to Property One and Aldersgate as to Property Two; (d) the escrow fee of Escrow Holder shall be paid one half by City and one half by Aldersgate; and (e) all other costs shall be allocated between City and Aldersgate in accordance with customary practice in the County.

10. Prorations. Property Two currently is not on the tax rolls and not subject to taxation. Aldersgate will be responsible for all taxes and assessments on Property Two after closing. Aldersgate will be responsible for all taxes and assessments attributable to Property One on or prior to the Closing Date. All tax and assessment obligations will be prorated as of the Closing Date. Aldersgate will, despite Close of Escrow and transfer of title, be responsible for any supplemental taxes levied as a result of ownership by any person, activities or events prior to Close of Escrow. Each party represents to the other that there are no other ongoing expenses, such as contracts, associated with the property such party is transferring.

11. Deliveries to Escrow Holder.

11.1 Deliveries by Aldersgate. Prior to the Close of Escrow (unless otherwise provided), Aldersgate shall deposit the following documents into Escrow:

11.1.1 Aldersgate's Grant Deed. Aldersgate's Grant Deed duly executed by Aldersgate, notarized and in recordable form.

11.1.2 Aldersgate's Proof of Authority. Such proof of Aldersgate's authority to enter into this Agreement and to perform the transactions contemplated by this Agreement as reasonably may be required by the Title Company and/or City.

11.1.3 Other documents or certificates reasonably required to close escrow.

11.1.4 [Intentionally deleted].

11.2 Deliveries by City. Prior to the Close of Escrow (unless otherwise provided), City shall have deposited the following items into Escrow:

11.2.1 City's Grant Deed. City's Grant Deed, duly executed by City, notarized and in reasonable form.

13.7 Deliveries. Deliver to City any certifications deposited into Escrow by Aldersgate pursuant to Section 11.1.3

13.8 Deliver City's Proof of Authority. Deliver to Aldersgate the proof of authority deposited into Escrow by City pursuant to Section 11.2.2 [entitled "City's Proof of Authority"].

14. Aldersgate's Representations and Warranties. Aldersgate represents and warrants to City as follows:

14.1 Authority. Aldersgate has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. Those individuals executing this Agreement on behalf of Aldersgate have the right, power, legal capacity and authority to enter into this Agreement on behalf of Aldersgate and to execute all other documents and perform all other acts as may be necessary to perform all of Aldersgate's obligations under this Agreement. No approval or consent not previously obtained by any Person is necessary in connection with the execution of this Agreement by Aldersgate or the performance of Aldersgate's obligations under this Agreement.

14.2 No Violations of Agreements. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Aldersgate is a party or by which it may be bound.

14.3 Binding Agreement. The Agreement constitutes the legally valid and binding obligation of Aldersgate and is enforceable against Aldersgate in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or by equitable principles relating to or limiting the rights of creditors generally.

14.4 No Violation of Laws. The consummation of the transactions contemplated by this Agreement do not violate any Law.

14.5 Brokers. No broker, salesperson or finder has been engaged by Aldersgate in connection with the transactions contemplated by this Agreement.

14.6 Environmental Representation. Aldersgate has provided to the City, a "Phase 1 Environmental Site Assessment and Limited Surface Soil Investigation" prepared by ENVIRON International Corporation, dated as of November 2004, pertaining to Property One. Aldersgate hereby warrants and represents that to the best of its knowledge and the knowledge of its officers, members, and employees, there have been no material changes to Property One since preparation of the November 2004 report.

Each of the foregoing representations and warranties shall be, and Aldersgate shall cause them to be, true in all respects on and as of the date of this Agreement and on and as of the Close of Escrow as though made at that time.

such entry. Each Party shall, at its own cost and expense entirely, repair any damage to the property which it enters resulting from any such entry. Each Party hereby agrees to indemnify, defend and hold harmless the other and the property which it enters from and against any and all claims, liabilities, costs, liens, actions or judgments (including, without limitation, reasonable attorneys' fees and costs) resulting from each Party's or any of its employees, agents or independent contractors entrance or activities on or about the property which it enters prior to the Close of Escrow.

16.2 Other Due Diligence Activities. Each Party and its representatives and designees shall have the right to contact any third parties (including, without limitation, public, quasi-public and private agencies and utilities, adjacent landowners, each Party's lenders for the Properties, developers, builders, tenants, contractors and consultants and prior owners of the Properties) and discuss and/or negotiate with, disclose any matter to and enter into agreements or understandings with, third parties concerning or related to all or any portion of the Properties (including, without limitation, the financing, development and condition of the Properties) so long as such agreements and understandings are not binding upon the Properties before the Close of Escrow or upon the Party at any time without the Party's prior written consent. Each Party shall attempt to advise the other Party from time to time of the names or types of third parties it intends to contact, but shall not have any liability for failing to do so. Each Party consents to all such activities undertaken by each Party and its representatives and designees prior to the date of this Agreement.

16.3 Encumbrancing. After the date of this Agreement, neither Party shall subject or suffer to be subjected, without the prior written consent of the other, Property One or Property Two to any mortgage, deed of trust, lien (other than non-delinquent tax liens), license, encumbrance, claim, charge, equity, writ, injunction, decree, order, judgment, covenant, condition, restriction, easement, right, right of way, lease, tenancy, occupancy agreement or similar right or other matter affecting Property One or Property Two and shall not enter, without the prior written consent of the other, into any agreement to do, permit or suffer any of the above.

16.4 Contracts. After the date of this Agreement, neither Party shall, without the prior written consent of the other, enter into any Contracts applicable to the Properties without the other's prior written consent.

16.5 Permits. Intentionally omitted.

16.6 Maintenance of and Changes to Property. Prior to the Close of Escrow, each Party, at its own cost and expense entirely, maintain the property which it is to convey in substantially the condition it is in on execution of this Agreement. Unless required by law, neither Party shall make any physical addition to or change or alteration of such Property without the prior written consent of the other.

17. [Intentionally Omitted].

which City shall be entitled in any claim, action or proceeding of any nature for damages shall not exceed \$500,000.

18.3 Default by City. If City shall materially Default under any of the terms of this Agreement before the date of Close of Escrow set forth in Section 8.2 [entitled "Close of Escrow"], Aldersgate shall have all rights and remedies which it may have at law or in equity, including, without limitation, the right (i) to seek specific performance of this Agreement, or (ii) to terminate this Agreement by giving written notice of such termination to City and Escrow Holder, and to seek damages at law, provided, however, that the amount of damages to which Aldersgate shall be entitled in any claim, action or proceeding of any nature for damages shall not exceed \$500,000.

18.4 Termination. Upon termination pursuant to 18.2 or 18.3, this Agreement, Escrow and the rights and obligations of Aldersgate and City under this Agreement shall terminate, except for the parties' rights and remedies and as otherwise provided in this Agreement.

18.5 Return of Funds/Documents. Escrow Holder is instructed promptly to return to Aldersgate the Deposits (plus any interest accrued thereon) and to return to Aldersgate and City all other funds and documents deposited by them, respectively, into Escrow which are held by Escrow Holder on the date of termination.

19. General Provisions.

19.1 Legal Fees. In the event of the bringing of any action or suit by either party against the other party by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees (or, in the event of any action to enforce this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses of the action, including reasonable attorney's fees), as determined by a court of competent jurisdiction.

19.2 Notices. All notices or other communication provided for under this Agreement shall be in writing, and shall be delivered personally, sent by reputable overnight mail equivalent carrier, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the person to receive such notice or communication at the following address and shall be effective upon receipt or refusal to accept delivery:

To Aldersgate:

Aldersgate Investment, LLC
c/o MGA Engineering and Development
300 E. Esplanade Drive, Suite 430
Oxnard, CA 93036
Attn: Ernest Mansi

understandings or negotiations. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both Aldersgate and City.

19.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

19.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

19.9 Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of this Agreement shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

19.10 Headings. Headings at the beginning of each section and are solely for convenience of reference and are not a part of this Agreement.

19.11 Construction. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine, feminine and neuter shall include the others. Without limitation, any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any number of the relevant class. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits are incorporated in this Agreement by reference. The term "Agreement" includes such exhibits (as exhibits and, if appropriate, as subsequently executed agreements and instruments). If the day on which City or Aldersgate is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. Any reference in this Agreement to an agreement or other instrument shall mean such agreement or instrument as it may from time to time be supplemented, modified, amended and extended in accordance with the terms of this Agreement. This Agreement is executed and delivered in the State of California and shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of sections in this Agreement are for convenience, and shall not be used in interpretation of this Agreement.

19.12 No Waiver. No waiver by a party of any Default by the other party under this Agreement shall be implied from any omission or delay by the nondefaulting party to take action on account of the Default if the Default persists or is repeated. Any waiver of any covenant, term or condition contained in this Agreement must be in writing. Any such express written waiver shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition, nor shall it affect any Default other than the Default expressly made the subject of the waiver. Any such express waiver shall be operative only for the time and to the extent stated in the waiver. The consent or approval by a party to or of any act by the other party

City of Oxnard, A Municipal Corporation

By: _____
Dr. Thomas E. Holden, Mayor

APPROVED AS TO FORM:

By: _____
Gary Gillig, City Attorney

Aldersgate Investments, LLC.

Accepted and agreed to this ____ day of _____, 2007.

FIRST AMERICAN TITLE INSURANCE COMPANY

By _____

EXHIBIT "A" – Continued

- (E) THAT PORTION OF SAID LAND, AS CONTAINED IN THE FINAL ORDER OF CONDEMNATION TO THE OXNARD UNION HIGH SCHOOL DISTRICT, RECORDED JANUARY 28, 1993, AS INSTRUMENT NO. 93-16792.

PARCEL 2:

A PORTION OF SUBDIVISION 23, OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED WITH THE

ACTION ENTITLED "THOMAS A. SCOTT ET AL., PLTFFS. V. RAFAEL GONZALES ET AL. DEFTS." , IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS THAT PORTION OF PARCEL 1 DESCRIBED IN THE DEED RECORDED JANUARY 28, 1993 AS DOCUMENT NO. 93-016792, OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON THE MAP FILED IN BOOK 51 PAGE 48 AND 49 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT, AT THE INTERSECTION OF THE WEST LINE OF SAID DEED WITH A LINE PARALLEL WITH AND 39.00 FEET SOUTHERLY OF THE SOUTH LINE OF GONZALES ROAD (HALF WIDTH 25.00 FEET WIDE) AS SHOWN ON SAID MAP, SAID POINT BEING THE TRUE POINT OF BEGINNING;

- 1ST. THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 59' 26" EAST 39.94 FEET.
- 2ND. THENCE LEAVING SAID PARALLEL LINE SOUTH 45 DEGREES 00' 58" EAST 13.53 FEET
- 3RD. THENCE SOUTH 0 DEGREES 2' 31" EAST 157.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND NORTHWESTERLY AND HAVING A RADIUS OF 249.00 FEET;
- 4TH. THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES 04' 32" AN ARC DISTANCE OF 187.20 FEET TO A POINT ON THE CURVED WESTERLY LINE OF SAID PARCEL 1, THE RADIAL CENTER OF SAID CURVED LINE BEARS NORTH 65 DEGREES 58' 33" WEST 200.00 FEET;
- 5TH. THENCE ALONG CURVED WESTERLY LINE THROUGH A CENTRAL ANGLE OF 24 DEGREES 00' 51" AN ARC DISTANCE OF 83.83 FEET;
- 6TH. THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 0 DEGREES 00' 34" EAST 256.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B" – Continued

Parcel 3:

A portion of Subdivision 19, Ranch El Rio De Santa Clara 0' La Colonia, in the City of Oxnard, County of Ventura, State of California, as per Partition Map filed in the Office of the County Clerk of the County of Ventura, in an action entitled "Thomas a. Scott, et al., Pliffs. vs Rafael Gonzales, et al., Defts.", described as follows:

Commencing at a point on the Westerly line of State Highway Route 60, known as Oxnard Boulevard, said point being North 65 feet from the Northeast corner of lands of Willard W. Shepherd and Helen L. Shepherd, as shown on Licensed Surveyor's Map filed in Book 6, Page 49 of Record of Survey, in the Office of the County Recorder of said County; thence West 280 feet, more or less, parallel with the Northerly line of said lands of Willard W. Shepherd and Helen L. Shepherd, to the Northerly prolongation of the East line of said "A" Street, as shown upon the last above described map, said point being the True Point of Beginning; thence,

1st : North 275 feet along said Northerly prolongation of the East line of "A" Street; thence,

2nd : East 280 feet, more or less, parallel with the said Northerly line of said lands of Willard W. Shepherd and Helen L. Shepherd, to the Westerly line of said State Highway Route 60; thence,

3rd : South 151 feet along said Westerly line of State Highway Route 60; thence parallel with said Northerly line of Shepherd,

4th : West 127.30 feet; thence parallel with said "A" Street,

5th : South 64 feet; thence parallel with said Northerly line of Shepherd,

6th : West 15 feet; thence parallel with said "A" Street,

7th : South 60 feet to the intersection with a line which beard West and passes through the True Point of Beginning; thence along said line,

8th : West 130 feet to the True Point of Beginning.

Assessor's Parcel Number: 200-0-252-120;020;130