

ADMITTED IN:  
CALIFORNIA  
TEXAS

**JEFFORY J. SCHARFF, ESQ.**

2625 FAIR OAKS BOULEVARD, SUITE 7  
SACRAMENTO, CALIFORNIA 95864  
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May 12, 2015

***Hand Delivered***

Patrick Pulupa, Esq.  
Cal EPA  
State Water Resources Control Board  
Office of Chief Counsel  
1008 I Street  
Sacramento, CA 95814

Vanessa Young, Esq,  
Office of Enforcement  
State Water Resources Control Board  
P.O. Box 100  
Sacramento, CA 95812-0100

Re: A Greener Globe, Inc.  
Information Response to Discovery Request  
Order Nos. 89-115/ R5-2011-0048  
Compliant No. R5-2015-0503

Fingers Landfill (Berry Street Mall)  
903 Galleria Blvd.  
Roseville, CA

Counsel:

As discussed telephonically and via e-mail, the following is an information response to the information request and discovery propounded in this matter. Additionally, it is in support of the pending request for a continuance and extension of the presently scheduled June hearing.

The Regional Board seeks information regarding the following:

- A Greener Globe (AGG) corporate formation
- Tax Returns
- Property Owned along with acquisition and financing
- Leases for such property
- Financial Obligations of AGG

The forgoing is a reflection of both the special interrogatories and request for production of document. The attached is responsive to those requests based on information and documents provided by Daniel Sheehan. What is provided is what has been made available to the information requested. If additional information is forthcoming the same is made available.

Patrick Pulupa, Esq.  
Vanessa Young, Esq.  
May 12, 2015  
Page 2

Generally, the information provided is organized as follows:

Tab 1. Corporate records of organization and operation

Tab 2 Leases and related supporting documents

Tab 3 Notes and financial obligations

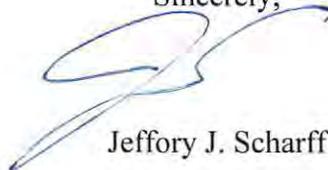
Tab 4 Errata including lab data, groundwater level and landfill gas measurements

Several of the requests are insufficiently specific to ascertain the nature of the information sought. AGG is seeking clarification to the follow up requests for other information. It is broad enough that any response would at best be speculative. If there are additional categories of information please provide and I will see what I can learn from AGG.

Otherwise the enclosed responses are provided in accordance with relevant and applicable provisions of the Laws of the State of California including but not limited to the Evidence Code, Government Code and Water Code and do not waive nor relinquish any rights, claims or defenses.

No doubt the responses will require further discussion after review, I am available at your convenience to do so. Thank you again for your consideration in this matter.

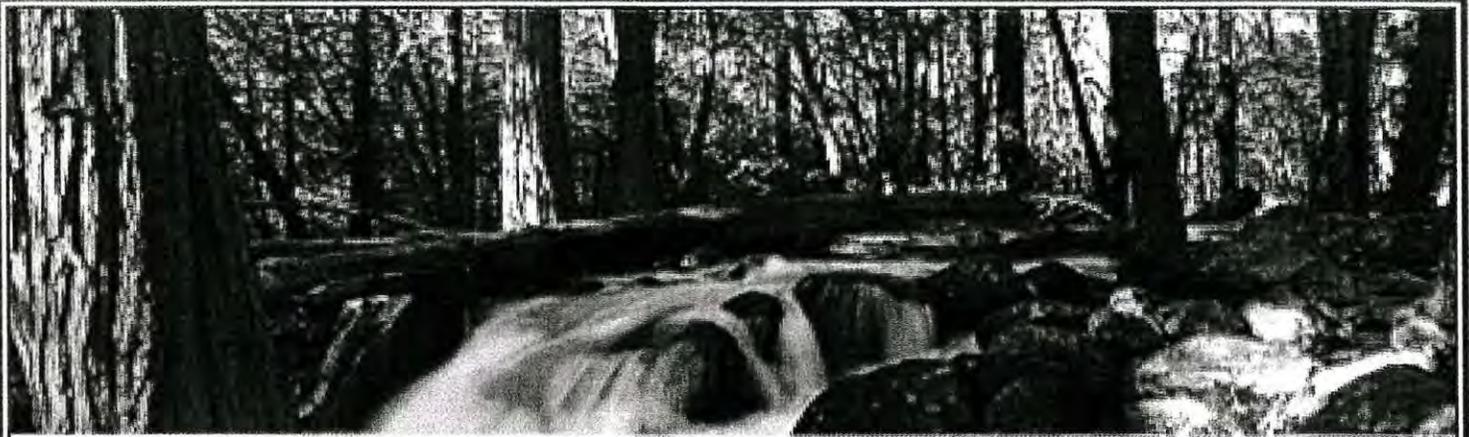
Sincerely,

A handwritten signature in blue ink, appearing to read "JJS", with a long, sweeping flourish extending to the right.

Jeffery J. Scharff

Enc  
JJS:  
cc: A Greener Globe

## **Tab 1 - Corporate Records of Organization and Operation**



## **A GREENER GLOBE CORPORATION**

901 Galleria Boulevard Roseville  
P O Box 3248 Rocklin, California 95677  
Voice 916.632.9627 info@GreenerGlobe.org

### ALL ABOUT US

A Greener Globe was first incorporated on December 7<sup>th</sup>.1993 as a Non-Profit Public Benefit Corporation under Section(s) 501. (a), 501 (c). (3), 509 (a) (2), and 170 (c) (2). Corporation number 1876906. Certified by the State Of California on January 13<sup>th</sup>.1994, under Section 21012 (a) (2). Certified by the IRS on April 28<sup>th</sup>. 1994,

The Primary Objectives & Purposes of "A GREENER GLOBE" Corporation shall be:

- Increase the Communities Awareness of the Importance of Recycling through Education, Meetings & Open Forum Discussions. Promote Recycling through Information & Education as to the Positive Features of Recycling. The Presentation & Acknowledgment of New Methods Used Around the World to Recycle Almost Everything.
- The Acquisition of Acreage for the mediation of Wetlands, using this acreage for Educational, On Site Study for Student Science Projects, Geology, Ecology, Agriculture & Wildlife.
- Acquiring Brownfield & Landfill sites. Create private, public and nonprofit partnerships to reclaim contaminated sites.
- Form redevelopment partnerships with State, City & County Government agencies to clean Brownfield's & Landfills sites for affordable housing or other community needs.
- The Growth of plants from seedlings or seeds for phytoremediation. (The use of plants and trees to remove or neutralize contaminants, as in soil or water.)
- Complete the cycle by refining waste vegetable oil into biodiesel, which takes a 100% waste product into a 98% clean fuel source for farmers and off road vehicles.
- Provide information and funding for solar powered homes.
- Provide information and no cost compact fluorescent light bulbs for those who can not afford to change the incandescent light bulbs in their homes.



- 1994

AGG introduced the first true "Phoenix" Recycling program in the State of California. AGG designed and implemented "You Otter Recycle"© "Recycle with Michael© for a Greener Globe". This recycling program was based on the idea that the public and businesses would recycle (without compensation, other than tax credits) if it's easy to do, and they can see some positive result.

A Greener Globe designed & created over 5000 recycling multi-colored containers with the Recycle with Michael Logo. These 5000 + recycling bins were placed at:

**Service Stations:**

As the public purchased gasoline they also cleaned out the trash that accumulated in their automobiles, some of this trash contained recyclable aluminum cans, glass and plastic soda bottles. 65% of those stopping at a gas station to purchase gas or other mini-mart items deposited one or more recyclable item in AGG's recycling bins. Because service stations also have trash bins AGG's percentage of trash was under 5%.

**Shows & Fairs:**

Craft Shows, Antique Shows, Car Shows, and County Fairs: These outdoor events were short term 1-2 day events required constant collection dumping and replacing empty recycling bins all day. The percentage of trash was always high, 35-50%, which requires more sorting, however the overall collection was un-believable.

**Charitable contributions:**

Lyons Club Easter turkey giveaway

Lyons Club Albertson's Christmas Turkey giveaway

- 1995:

California State Fair: AGG raffled a 1995 Ford Mustang GT Convertible. Tickets were offered to the public on a donation bases. A Greener Globe purchased a booth the California State Fair, all of A Greener Globe's volunteers worked 18 days to make this a success.

AGG represented and started the first recycling program for/with Owens Corning Fiberglass©. Owens Corning announced to their wholesale customers that Owens would pick-up all the plastic shipping covers that were used to wrap the insulation for shipping. This was a free service and relived the wholesaler from the responsibility of disposing this plastic to the landfill.

The program saved the wholesaler money on disposal cost and saved the landfill space. This cost Owens Corning almost nothing, as Owens made the next delivery the driver picked-up the plastic from the previous delivery. A Greener Globe took the plastic, and made grocery shopping bags, which were sold to grocery stores. (See exhibit b)

**Charitable contributions:**

Lyons Club Easter turkey giveaway

Lyons Club Albertson's Christmas Turkey giveaway

Christmas tree giveaway 1996:

- 1996:

This was the year AGG purchased the "Berry Street Mall". A 25+ acre facility, containing Transfer/Recycling Center & a small closed landfill in Roseville. The public could, for a fee deposit of any usable garage sale items at the Recycling Center where all incoming items were sorted, recycled or sold. AGG hired the Physically Challenged, most of them had never been employed before. They worked recycling, sorting and running the on-going flea market. 87.5% of all the incoming material was recycled, reused or sold at AGG's flea market.

Hewlett Packard (HP) of Roseville and A Greener Globe worked out a mutual agreement for HP to donating used shipping cardboard boxes (OCC) which AGG picked-up, sorted, packaged and sold to the moving and storage companies for moving boxes. AGG hauled away other re-usable material from HP, sorting, reclaiming/recycling it, at AGG's Roseville facility.

Hewlett Packard (HP) of Roseville and A Greener Globe entered into an agreement whereby AGG recycled discarded HP computer equipment under its "Phoenix" recycling program. At that time there was only a few companies recycling computer equipment in the States.

**Charitable contributions:**

Lyons Club Easter turkey giveaway

Lyons Club Albertson's Christmas Turkey giveaway

Christmas Tree giveaway

AGG signed a lease with Capitol Waste Inc. of Sacramento. The income from this lease would help bankroll A Greener Globe's projects.

- 1997:

AGG purchased a 20-acre parcel of land for the nursery project in Lincoln California. Construction and work started on the Lincoln Nursery site.

The "Phoenix" recycling programs were fined tuned.

Charitable contributions:

Lyons Club Easter turkey giveaway

Lyons Club Albertson's Christmas Turkey giveaway

Christmas Tree giveaway

- 1998:

Plant breeding, seed germination: Planting began in 1998. 120 plants in the "Cress and Cabbage Family" were grown to test the ability of these plants to remove heavy metals by accumulating extremely high concentrations of metals in their above-ground portions. (Phytoremediation)

Charitable contributions:

Lyons Club Easter turkey giveaway

Lyons Club Albertson's Christmas Turkey giveaway

- 1999:

Mature plantings from 1998 were given to the senior citizens homes, to add color; the seniors could also help take care of these plants. Studies on seed germination, Propagation & plant cuttings continue at the nursery.

Phoenix recycling was expanded.

Created Scholarship fund. This fund is for post grad students.

- 2000:

Expanded the growing area and types of plants to include those flowering plants that could be given away to the seniors in the care centers or at their homes.

First edition of AGG's "E-CHATTER" online newsletter sent to the friends of A Greener Globe.

The Home Depot Corporation donated plants they could not sell. AGG rescued the plants, revived the plants took cuttings and gave the flowering plants away to seniors.

**Expended Post Grad Fund.**

**AGG finished damage to surface of landfill caused by rainy season.**

**Charitable contributions:**

**Lyons Club Easter turkey giveaway**

**Lyons Club Albertson's Christmas Turkey giveaway**

**• 2001:**

**Study and planning on removal of landfill.**

**Applied to the State of California EPA for a (ISCP) \$100,000. Grant to investigate the site and a Clean Grant/Loan Program of \$2.5 million. Application was denied with approval to resubmit at a later date (ISCP) was out of money, however Assembly bill#254 was not approved.**

**Continue with AGG's nursery work.**

**Continued with Phoenix program.**

**Continued senior flower giveaway.**

**Expanded Post Grad Fund.**

**Charitable contributions:**

**Albertson's Easter turkey giveaway**

**Albertson's Christmas Turkey giveaway**

**• 2002:**

**AGG was looking for a new tenant for the transfer site. Continued with Phoenix program. Revamped nursery in Lincoln.**

**Repaired water monitoring well(s) and updated reporting data.**

**Charitable contributions:**

**Albertson's Easter turkey giveaway**

**Albertson's Christmas Turkey giveaway**

**• 2003:**

**New Lease on old transfer station site.**

**Green Acres Nursery & Supply opened for business.**

Green Acres Nursery & Supply, completely a one million dollar reconstruction & created an exceptional first class retail nursery site.

Green Acres Nursery & Supply installed: New sanitary sewer, Building skin replaced. Asphalt and curbs replaced. New fire sprinkler system installed. New facade installed on building.

Gas monitoring on nursery site shows less than -100 ppm methane gas.

Expanded Post Grad Fund.

Nursery in Lincoln, expanding with Kids Greener Gardens©.

New this year Nursery program (Kids Greener Gardens©) provides school children with their own vegetable garden. AGG provides everything free. Children receive comply installed Growing Garden

- Each Kids Greener Garden contains the following:
  - a) (Plant) (1) Tomato Plant 4in. pot or one gal. can
  - b) (Plant) (1) Bell Pepper 4in. pot or one gal. can
  - c) (Plant) (1) Egg Plant. 4in. pot or one gal. can
  - d) (plant) (1) Squash. 4in. pot or one gal. can
  - e) (seeds) Beans planted on-site.
  - f) (seeds) Marigold planted on-site
  - g) (seeds) Herbs: Basil, Parsley & Thyme planted on-site
  - h) (one pack of live Lady Bugs )

Each Greener Garden is constructed in the following manner:

Eight Straw Bales: Twine tied. 2ft.x4ft.x 15in. high. Will cover a space of 8ft. x 12ft. Bales are placed with three along the back, one bale at each side (inside) and three along the front end. This provides a growing area of 4ft. x 10ft. = 60 cu ft. +-two cu. yds. of growing medium.

Charitable contributions:

Albertson's Easter turkey giveaway

Albertson's Christmas Turkey giveaway

Organization's Purpose's & Achievements :

During 2003 A Greener Globe conducted meetings and open forum discussions about the importance of recycling, and spent time on educational matters about the values of recycling. A Greener Globe also participated in public events where information was disseminated.

The dissemination of information and brochures was bilingual, serving both the English and the Spanish speaking.

A Greener Globe experienced difficulty in qualifying the exact number of people reached, and the number of people helped, since after making presentations to large gatherings, it became difficult to ascertain the amount of information that the general public took away with them. Many of the public events that A Greener Globe participated in drew thousands of people; such as Earth Day in Davis, California, and July fourth activities in Loomis, California. The large number of people that such events drew rendered arriving at a "headcount" of people reached impractical. The Major activities occurring where information was provided: St. Patrick's Day Parade, Caesar Chavez, Children's Easter Day, Earth Day, Cinco de Mayo, Memorial Day, Flag Day, July Fourth, Roseville Flea Markets, Labor Day, Placer County Growers Markets.

- **2004:**

Donated all plants and material to the After School Kids Program. They took over AGG's (Kids Greener Gardens©) AGG also supplied them with all the necessary planting equipment to run the Kids Greener Gardens.

Site assessment characterization report was finished on the landfill.

With this report in hand the CWRQCB lowered the water monitoring requirements from four times a year to once each year, paving the way for the remediation of the landfill and development on that 20 acre site.

- **Special California Election:**

Some of our physically challenged friends came to us and ask for Greener Globe's help in started Special California Election; this web site was an educational and informational site free to everyone. Special California Election was started to inform and educate the voters who could not get out to see the candidate's, but through their computers could participate in this important election. All the propositions were listed as there were drafted both the short version and the complete version.

This was the first attempt by anyone to bring the candidates and the propositions into your computer to interact, answer questions, on a one to one bases, we were told by those, in the inner circle of political arena "do not attempt this endeavor as you had no standing in our game."

Potential voters or any other interested party could log on the site and find all arguments supporting & opposing the individual propositions, by various individuals, Organizations or Groups.

This Special California Election was very well received by the public, and all of the propositions were represented by both those supporting & those opposing these initiatives. A Greener Globe was the owner of the web site, created the web site, and received nothing for their work except the gratitude from everyone who visited our web site and A Greener Globe received a lot of good publicity from this project, and the blessings of our physically challenged friends whom we still work with and for today.

During 2004 A Greener Globe conducted meetings and open forum discussions about the importance of recycling, and spent time on education matters about the values of recycling. A Greener Globe also participated in public events where information was disseminated. Some of the events in which AGG participated were: The Loomis, CA St. Patrick's Day Parade, The Children's Easter Day in Sacramento, CA., The Earth Day Event in Davis, CA., Cinco de Mayo Event in Stockton, CA., Flag Day Event in Roseville, CA., The Roseville Flea Markets in Roseville, CA., Labor Day Event in Nicolaus, CA., Farmers Markets in Placer County.

**Charitable contributions:**

Albertson's Easter turkey giveaway

Albertson's Christmas Turkey giveaway

• 2005:

Study group formed to examine the structure of the landfill, estimated cost to remove the 250,000 to 300,000 cubic yards of material off site. Evaluating the effects of removing the material, against using the material on site.

AGG received several offers to joint venture the 20 acre landfill site. These offers ranged from, two to four million to purchase the landfill site.

A Greener Globe maintained informational booths at which brochures were distributed and various talks were given to highlight the benefits of recycling. Some of the events in which AGG participated were: The Loomis, CA St. Patrick's Day Parade, The Children's Easter Day in Sacramento, CA., The Earth Day Event in Davis, CA., Cinco de Mayo Event in Stockton, CA., Flag Day Event in Roseville, CA., The Roseville Flea Markets in Roseville, CA., Labor Day Event in Nicolaus, CA., Farmers Markets in Placer County.

- 2006:

More information about the landfill site was generated by our study group. It seems that the landfill is imploding at a much faster rate than the study group first believed. This settling or collapsing action is caused by the loss of moisture in the landfill, which is drying its self, almost making compost.

Several new offers for purchase and/or joint venture were offered to AGG on the landfill site. Some wanted the entire parcel other just the landfill. The offers were between, five and eight million to joint venture the landfill site.

Completed tentative parcel map subdividing the entire property.

Parcel A: the landfill site 20.671 acres

Parcel B the nursery site 6.026 acres.

Parcel B follows the line agreed upon between AGG and CW in 1997 Master Lease 1, with 1/2 acre added to cover the sublease 2, between CW and Green Acres Nursery. New Parcel map.

AGG's work with recycling education continued through out 2006.

- 2007:

A Greener Globe's charitable work is a process in sequence, moving forward following a specified course to better serve those less fortunate than ourselves. We strive to help everyone to understand that recycle need not turn their lives upside down.

We are now offering compact fluorescent light bulbs free of cost to those who can not afford to change ALL the incandescent light bulbs in their home. By replacing your 100 w incandescent light bulbs with compact fluorescent light bulbs, (23 watts) you will save/use 75% less energy than ordinary 100w light bulbs and get 1600 lumens, with a 8000 hour life (7 years), this service is free.

- 2008

Tri-City Little League Baseball was in somewhat of financial bind in 2008 so A Greener Globe adopted a team and maintained whatever the boys and girls could not afford. By doing so we not only helped the Little League but also the local merchants by purchasing equipment on a local level. A Greener Globe also purchased banners and awards. This was a truly rewarding effort on our part and it serviced the community more that we thought it would. As life always is, it is unpredictable and one of the coaches died in a horrible at work accident. A Greener Globe donated some of the food for the after funeral affair.

A Greener Globe also worked with the JDRF (Junior Diabetes Research Fund) by sponsored a young man. (Please see his letter)

Umpqua Bank allowed us to put a year long display of our compact fluorescent light bulbs in their Lincoln California Branch. This worked very well as it gave us a better count of who received the CF Bulbs and how many each household took. Between Umpqua Bank and A Greener Globe's other displays we gave away more than 150,000 CF Bulbs in 2008.

We have not calculated the saving of electricity per year by the use of these 150,000 CF Bulbs nor did the pounds of Carbon Dioxide emissions save, however these savings are very substantial.



# State of California

Bill Jones  
Secretary of State

P.O. Box 944230  
Sacramento, CA 94244-2300  
Phone: (916) 657-3537

## STATEMENT BY DOMESTIC NONPROFIT CORPORATION

THIS STATEMENT MUST BE FILED WITH  
CALIFORNIA SECRETARY OF STATE (SECTIONS 6210, 8210, 9660 CORPORATIONS CODE)

THE \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT.

1. *A Greener Globe*

DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME

DO NOT WRITE IN THIS SPACE

**PLEASE READ INSTRUCTIONS ON BACK OF FORM.  
PLEASE TYPE OR USE BLACK INK WHICH WOULD BE SUITABLE FOR MICROFILMING.**

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

2. STREET ADDRESS OF PRINCIPAL OFFICE (IF NONE, COMPLETE 3-3B) <i>6355 DORNE'S RD</i> <small>(DO NOT USE P.O. BOX NO.)</small>	SUITE OR ROOM <i>/</i>	2A. <i>Lincoln CA</i> CITY AND STATE	2B. <i>95848</i> ZIP CODE
3. MAILING ADDRESS <i>Same</i>	SUITE OR ROOM	3A. <i>Same</i> CITY AND STATE	3B.  ZIP CODE

THE NAMES OF THE FOLLOWING OFFICERS ARE:

4. CHIEF EXECUTIVE OFFICER <i>Jacklyn C Sheehan</i>	4A. STREET ADDRESS (SEE REVERSE SIDE) <i>6355 DORNE'S RD</i>	4B. CITY AND STATE <i>Lincoln 95848 - 95843</i>	4C. ZIP CODE
5. SECRETARY <i>FRANS H. SCHOLIN</i>	5A. STREET ADDRESS (SEE REVERSE SIDE) <i>15051 Leadstar Dr</i>	5B. CITY AND STATE <i>Grass Valley CA</i>	5C. ZIP CODE <i>95949</i>
6. CHIEF FINANCIAL OFFICER <i>R. John Beatty</i>	6A. STREET ADDRESS (SEE REVERSE SIDE) <i>11221 Wildwood Dr</i>	6B. CITY AND STATE <i>Auburn CA</i>	6C. ZIP CODE <i>95603</i>

DESIGNATED AGENT FOR SERVICE OF PROCESS

(ONE AGENT IS REQUIRED BY CALIFORNIA STATUTORY PROVISION.  
PLEASE READ ITEMS 7 AND 8 ON REVERSE SIDE OF FORM.)

7. NAME *Jacklyn C Sheehan*

8. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION

COMMON INTEREST DEVELOPMENT ASSOCIATION SECTION 1350, ET SEQ., CIVIL CODE

9.  THIS CORPORATION IS NOT AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT (IF THIS BOX IS CHECKED, PROCEED TO NUMBER 11.)

10.  THIS CORPORATION IS AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT. (IF THIS BOX IS CHECKED, COMPLETE 10A AND 10B.)

10A. BUSINESS OFFICE STREET ADDRESS OR PHYSICAL LOCATION OF DEVELOPMENT, INCLUDING ZIP CODE

10B. NAME AND ADDRESS OF THE MANAGING AGENT

11. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

DATE

TITLE

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

## INSTRUCTIONS FOR COMPLETING STATEMENT BY DOMESTIC NONPROFIT CORPORATION

- FILING PERIOD:** All Nonprofit Corporations must file within 90 days after filing articles of incorporation. Thereafter, corporations must file annually by the end of the calendar month of the anniversary date of its incorporation, and when the agent for service of process or his/her address is changed.
- FILING FEE:** All Nonprofit Corporations must submit a ten dollar (\$10.00) filing fee with this statement. (Section 12210(B) Government Code.) Check or money order should be made payable to Secretary of State. PLEASE DO NOT SEND CASH.
- ITEMS 2-2B:** The address to be entered is the STREET address of the corporation's principal office. Enter room or suite number and ZIP code. Do not use post office box number.
- ITEMS 3-3B:** The address to be entered is the MAILING ADDRESS for the corporation.
- ITEMS 4-6C:** Complete by entering the names and complete business or residence addresses of the corporation's chief executive officer (i.e., president, chairperson or other title), secretary, and chief financial officer (i.e., treasurer, chairperson or other title). No list of additional officers should be submitted. Do not use post office box numbers.
- ITEM 7:** Sections 6210 and 8210 of the Corporations Code make it mandatory that domestic Nonprofit Corporations designate an agent for service of process. An agent for service of process is one who may accept papers in case of a law suit against the corporation. The agent may be an individual who is an officer or director of the corporation, or any other person. The person named as agent must be a resident of California. Only one individual may be named as agent for service of process. Or, the agent may be another corporation. However, a corporation named as agent for service of process for another corporation must have on file in this office, a certificate pursuant to Section 1505, Corporations Code. The certificate is required ONLY if a corporation is named as agent for service of process for other corporations. A CORPORATION CANNOT BE NAMED AS AGENT FOR SERVICE OF PROCESS FOR ITSELF. (For example, ABC Corporation cannot name ABC Corporation as its agent for service of process.)
- ITEM 8:** If the agent is a person, enter name and complete business or residence address. If agent is another corporation, enter name of corporation only, and do not complete address portion. Only one agent for service of process is to be named.
- ITEMS 9-10B:** Section 1350, et seq., Civil Code mandates that a corporation formed on behalf of common interest development associations furnish specific additional information when filing a statement pursuant to Section 1502, California Corporations Code. If the corporation was not formed to manage a common interest development the box in Item 9 is to be marked and Items 10-10B are to remain blank. If the corporation was formed to manage a common interest development then the box in Item 10 is to be marked. Item 10A is to be completed with the address of the business office unless the office is off-site, then Item 10 is to be completed with the nine-digit ZIP code, front street, and nearest cross street for the physical location of the common interest development. Item 10B is to be completed with the name and address of the association's managing agent (Section 1363.1, Civil Code), if any.
- ITEM 11:** Printed name and signature of corporate officer or agent are required to complete the form. Enter title and date signed.
- (NOTE) ITEM 1:** Do not alter the preprinted corporate name. If corporation name is not correct, please attach note of explanation. If space is blank enter exact corporate name and number, do not include your DBA name.
- FAILURE TO FILE THIS FORM BY THE DUE DATE IN ITEM 1 WILL RESULT IN THE ASSESSMENT OF A \$50.00 PENALTY. (Sections 6810, 8810, Corporations Code, and Section 25936, Revenue and Taxation Code.)
- NOTE:** Your canceled check is your receipt of filing. We suggest that you make a copy of this form before mailing, if you wish one for your files.



State of California  
OFFICE OF THE SECRETARY OF STATE  
NAME RESERVATION CERTIFICATE

STEVEN J. BOYCE  
4450 WISE ROAD  
LINCOLN CA 05648

RESERVATION # 0282984  
ISSUED 10-25-93  
EXPIRES 12-23-93

RE: A GREENER GLOBE

THE NAME SET FORTH ABOVE IS HEREBY RESERVED FOR A PERIOD OF SIXTY DAYS,  
COMMENCING ON THE DATE HEREOF, FOR THE USE OF THE ADDRESSEE AS SPECIFIED  
IN SECTION 201 OF THE CALIFORNIA CORPORATIONS CODE.

*Martha Jones Eu*  
Secretary of State

1876906

ENDORSED  
FILED

ARTICLES OF INCORPORATION in the office of the Secretary of State  
of the State of California

DEC 7 1993

MARCH FONG EU, Secretary of State

ONE:

The name of this corporation is A GREENER GLOBE.

TWO:

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose for which this corporation is organized are;

- a) The operation of recycling centers and collection and sale of recycled materials.
- b) The development, study and propagation of water-miser plants and plants that can rid gardens of harmful insects.
- c) It is the specific purpose of the Corporation to create gainful employment for both Physically & Mentally challenged individuals.

THREE:

The name and address in the State of California of this corporation's initial agent for service of process is Steven J. Boyce 4450 Wise Road, Lincoln, California 95648.

FOUR:

- (a) This corporation is organized and operated exclusively for "Charitable" purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.
- (b) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the International Revenue Code.
- (c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

FIVE:

The names and addresses of the persons appointed to act as the initial Directors of this corporation are:

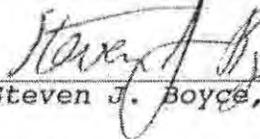
Steven J. Boyce	4450 Wise Road	Lincoln, CA. 95648
Lisa L. Riley	6913 Olive Grove Dr.	Orangevale, CA. 95662
Jacklyn C. Sheehan	4450 Wise Road	Lincoln, CA. 95648
Glen W. Riley	6913 Olive Grove Dr.	Orangevale, CA. 95662
R. John Beatty	11221 Wildwood Dr.	Auburn, CA. 95603

SIX:

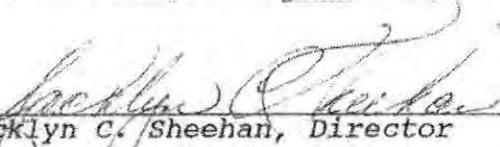
The property of this corporation is irrevocably dedicated to "charitable purposes" and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

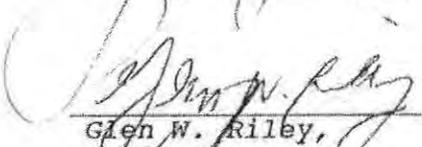
On the dissolution or winding up of the corporation, its assets remaining after payment of, or provisions for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for "charitable purposes" and which has established its tax-exempt status under Section 501(c) (3) of the Internal Revenue Code.

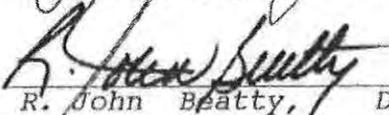
Dated: December 3, 1993

  
Steven J. Boyce, Director

  
Lisa L. Riley, Director

  
Jacklyn C. Sheehan, Director

  
Glen W. Riley, Director

  
R. John Beatty, Director

We, the above-mentioned initial directors of this corporation hereby declare that we are the persons who executed the foregoing Articles Of Incorporation, which execution is our act and deed.

  
STEVEN J. BOYCE

  
LISA L. RILEY

  
JACKLYN C. SHEEHAN

  
GLEN W. RILEY

  
R. JOHN BEATTY

Serial number

Amount paid

# Exemption Application

# 3500

Every organization filing an application for exemption from California corporation franchise or income tax must furnish the information and data specified and pay the **required \$25** application fee. If the organization fails to comply with these requirements, the application will be denied. Revenue and Taxation Code Section 26451.3 provides that this application, together with any supporting documents, shall be open to public inspection if the exemption is granted. Upon request of the organization, public disclosure of such documents may be withheld if such disclosure would adversely affect the organization or national defense.

Name of organization as shown in your organization's articles or declaration of trust <b>A GREENER GLOBE</b>		Federal employer identification number <b># not assigned yet</b>
Address (number and street) <b>4450 Wise Road</b>		Daytime telephone number <b>(916) 645-3028</b>
City <b>LINCOLN,</b>	State <b>CALIFORNIA</b>	ZIP code <b>95648</b>
Name of representative to be contacted regarding additional requirements or information <b>STEVEN BOYCE</b>		Daytime telephone number <b>(916) 6453028</b>
Representative's mailing address <b>4450 Wise Road</b>		
City <b>Lincoln,</b>	State <b>California</b>	ZIP code <b>95648</b>

**ALL applicants must complete items 1 through 6 and furnish the information requested on Sides 2, 3 and 4 as applicable.** 23701(d)

1 a Enter the California Revenue and Taxation Code Section under which exemption is claimed. See General Instruction C... 23701(d)  
b Primary activity of organization: Charitable

2 a What is the form of the organization?  Incorporated  Currently being incorporated  Unincorporated association  Trust  
(1) Date organized Upon filing of articles with Secretary of State  
b If incorporated, furnish the following information:  
(1) Date incorporated \_\_\_\_\_ (2) California corporation number \_\_\_\_\_  
(3) If incorporated in another state, identify the state \_\_\_\_\_

3 a Has this organization or its predecessor previously applied for exemption?  Yes  No  
b If "yes," check the appropriate box(es) and enter either "Granted" or "Denied" and also enter the date the exemption was "Granted" or "Denied" after the box(es) checked:  
 California \_\_\_\_\_ Date \_\_\_\_\_  Federal \_\_\_\_\_ Date \_\_\_\_\_  Other State \_\_\_\_\_ Date \_\_\_\_\_  
c Provide the number under which the organization previously filed with the Franchise Tax Board. \_\_\_\_\_  
Furnish copies of any determination letters received.

4 a Has the organization filed federal income tax returns?  Yes  No  
b If "yes," state type of returns and years filed. \_\_\_\_\_

5 Annual accounting period (must end on last day of the month). January 1st. to December 31st.

<input type="checkbox"/> 6 a Is this a new organization? If "no," attach a statement indicating the name of the predecessor(s), the period during which it was in existence, the reasons for its termination and the number under which it previously filed with the Franchise Tax Board . . . . .	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b Is this a membership organization? If "yes," attach a statement which fully explains the qualifications for members, the different classes of membership, the number of members in each class and the voting rights and privileges accorded each class . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Has the organization made, or are there plans to make, any distribution of its property or surplus to officers or members? If "yes," attach a detailed statement . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Will any of the incorporators share any facilities with the organization? If "yes," attach a detailed explanation . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e Will any property be rented, purchased or transferred in any way from any of the incorporators? If "yes," attach a detailed explanation . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f Will any promoter, incorporator, founder or member be employed by the organization? If "yes," furnish complete details, including duties, responsibilities, qualifications and compensation . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g Will any member of the board of directors be compensated for services other than services performed as a board member, e.g. officer, and/or employee? If "yes," furnish the name(s) of the director(s), and the amount(s) of compensation for each. Also list the names of the other directors, indicating their blood or marriage relationship, if any, to the compensated director(s) . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Be sure to include the \$25 application fee. Do not send cash. Allow 60 working days for processing.**

Under penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

12/3/93 DATE  
Lincoln Co. PLACE SIGNED

Steve B. SIGNATURE OF OFFICER OR REPRESENTATIVE  
Incorporator TITLE

[Versions of this form prior to 1987 are obsolete and should not be used. Please destroy.]

- 7 To insure that the Franchise Tax Board will process your exemption application, attach the following information to your application.
- a If the organization is incorporated, a copy of the endorsed articles of incorporation and all subsequent amendments (if it is currently being incorporated, submit proposed articles to the Secretary of State with the application); if it is not incorporated, a copy of the constitution, articles of association, declaration of trust or other document setting forth the aims and purposes of the organization and signed by the principal officers or trustees.
  - b A copy of the bylaws, proposed bylaws or other code of regulations.
  - c Complete statements of receipts and expenditures, assets and liabilities for each accounting period that the organization was in existence and for which exemption is requested (do not send bank statements or monthly reports). Organizations that have not commenced operations or have been operating less than one year, see item "7d" below.
  - d A proposed budget showing the sources of income and areas of expenditures for the first year of operation of a newly formed organization or one commencing operations (the budget is required before the Franchise Tax Board will process the application and should be based upon the most reasonable expectations).
  - e A statement describing the specific purposes for which the organization was formed (do not quote the articles of incorporation or bylaws for this purpose).
  - f A statement describing in detail the programs and activities that the organization presently conducts or will conduct and how it will accomplish its specific purposes.
  - g A statement describing in detail each fund-raising activity and each business enterprise the organization has engaged in or plans to engage in with other parties (accompanied by copies of all agreements, if any, for the conduct of each fund-raising activity or business enterprise).
  - h A statement that fully explains any discontinued specific activities that the organization has engaged in or sponsored (give dates of commencement and termination and the reasons for discontinuance).
  - i A copy of each lease, if any, in which the organization is the lessee or lessor of property (real, personal, gas, oil or mineral), or in which an interest is owned under such lease, together with copies of all agreements with other parties for development of the property.
  - j Samples of any literature that the organization sells or distributes and samples of any organizational advertising.

Each item listed below refers to a separate Revenue and Taxation Code (R&TC) section. Select the appropriate section under which your organization claims exemption and provide the requested information.

8 **R&TC Section 23701a – Labor, agricultural or horticultural organization:** Submit an explanation of any services to be performed for members. Cooperative organizations applying for exemption under R&TC Section 23701a must submit a copy of the federal exemption letter showing exemption under IRC Section 501(c)(5).

9 **R&TC Section 23701b – Fraternal beneficiary society, etc.; R&TC Section 237011 – fraternal society:**

- a State whether the organization operates, or plans to operate, under the lodge system or for the exclusive benefit of the members of an organization so operating. Operating under the lodge system means carrying on activities under a form of organization that comprises local branches, called lodges, chapters or the like, which are largely self-governing and chartered by a parent organization.
- b If the organization is a subordinate or local lodge, etc., attach a certificate signed by the secretary of the parent organization, under the seal of that organization, certifying that the subordinate lodge is a duly constituted body operating under the jurisdiction of the parent body.
- c If the organization is a parent or grand lodge, attach a statement showing the number of subordinate lodges in active operation and whether periodic meetings are actually held.
- d For R&TC Section 23701b organizations only, attach a statement describing the types of benefits (life, sick, accident or other benefits) paid, or to be paid, to members.

10 **R&TC Section 23701c – Cemetery company or corporation chartered solely for burial purposes:**

- a Attach these statements and/or documents.
  - (1) Complete copy of the sales contract or other document involved in acquisition of cemetery property by the organization.
  - (2) Complete copy of any contract the organization has that designates an agent to sell the cemetery lots.
  - (3) Name(s) of officer(s) and director(s) of your organization from the date of incorporation to the present date and the period for which each held office.
  - (4) Appraised value of cemetery property as of the date acquired (the appraisal should be obtained from sources other than the parties in interest).
- b Does the organization have or plan to have a perpetual care fund?  Yes  No  
If "yes," furnish a copy of the federal exemption letter, a copy of the fund agreement and a statement explaining the nature of such fund (cash, securities, unsold land, etc.). Also attach a statement that fully explains the manner in which the fund is or will be administered, the specific purposes for which the fund is to be used, and the name(s) of the person(s) administering the fund.
- c Does the organization operate a crematorium?  Yes  No

11 **R&TC Section 23701d – Religious, charitable, scientific, literary or educational organization:** Attach a statement explaining all "yes" answers in lines 11a through 11d.

- a Has the organization received, or does it expect to receive, 10 percent or more of its assets from any organization or group of affiliated organizations (affiliated through stockholding, common ownership or otherwise), any individual, or members of a family group (brother or sister whether whole or half blood, spouse, ancestor or lineal descendant)?
- b Is the organization now, has it ever been, or does it plan to be engaged in carrying on propaganda, or otherwise advocating or opposing pending or proposed legislation (this includes dissemination of such information to the general public while representing the organization)?
- c Has the organization participated in or does it plan to participate or intervene in any political campaign (including the publishing or distributing of statements) on behalf of, or in opposition to, any candidate for public office?
- d Does the organization hold, or plan to hold, 10 percent or more of any class of stock or 10 percent or more of the total combined voting power of stock in any corporation?

Yes	No
	X
	X
	X
	X



Date: 01/06/94

California Corporation No. 1876906 AG6G\*

A GREENER GLOBE

A GREENER GLOBE  
4450 WISE RD.  
LINCOLN CA 95648

Subject: ADDRESS VERIFICATION

Our department has been advised that this organization or corporation will be receiving returns or other documents from this office. Our records show the above address as the address to which forms will be mailed. If this address is not correct, please complete and return this form promptly in the enclosed envelope.

PLEASE TYPE OR PRINT

\_\_\_\_\_  
CORPORATION NAME

\_\_\_\_\_  
CARE OF NAME (If Applicable)

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

**NOTICE TO INCORPORATING ATTORNEY**

If you are the incorporating attorney, please provide us with the current address for the corporation. If you believe this would violate your attorney-client relationship, please forward this request to your client. If we cannot establish and maintain contact with the corporation, the corporation may suffer penalties for failing to comply with the law.

TAXPAYER SERVICES

TELEPHONE ASSISTANCE

From January 2 through April 15, the best time to call is from 7:00 a.m. to 10:00 a.m. and 6:00 p.m. to 8:00 p.m. Monday-Friday. Service is available from 8:00 a.m. to 5:00 p.m. the rest of the year.

From within the United States

Call.....

1-800-852-5711

From outside the United States

Call (not toll-free)....

1-916-854-6500

For hearing impaired with TDD, Call.... 1-800-822-6268

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
OGDEN UT 84201

DATE OF THIS NOTICE: 01-31-94  
NUMBER OF THIS NOTICE: CP 575 K  
EMPLOYER IDENTIFICATION NUMBER: 68-0320604  
FORM: SS-4 (TELE-TIN)  
2917024655 0

FOR ASSISTANCE CALL US AT:  
1-800-829-1040

A GREENER GLOBE  
4450 WISE RD  
LINCOLN CA 95648

OR WRITE TO THE ADDRESS  
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Tele-TIN phone call. We assigned you employer identification number (EIN) 68-0320604. This EIN will identify your business account tax returns and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. Using any variation in your name or EIN may cause processing delays, incorrect information in your account, or erroneous assignment of more than one EIN.

Assigning an Employer Identification Number does not grant tax-exempt status to non-profit organizations. If your organization wants to establish its exemption and receive a ruling or determination letter recognizing its exempt status, file Form 1023/1024 (Application for Recognition of Exemption) with your IRS District Office. Publication 557 (Tax Exempt Status for Your Organization), available at most IRS offices, has details on how to apply.

If you have not already done so, please complete the enclosed Form SS-4, Application for Employer Identification Number. Write in your new EIN, 68-0320604, in the upper right hand corner of the form. Be sure you sign and date the form properly. Return the form with the bottom part of this notice within 15 days. An envelope is enclosed for your convenience. We need this information for a complete record of your account.

Thank you for your cooperation.

Keep this part for your records.

CP 575 K (Rev. 7-93)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 K

2917024655

YOUR TELEPHONE NUMBER BEST TIME TO CALL  
( ) -

DATE OF THIS NOTICE: 01-31-94  
EMPLOYER IDENTIFICATION NUMBER: 68-0320604  
FORM: SS-4 (TELE-TIN)

INTERNAL REVENUE SERVICE  
OGDEN UT 84201

A GREENER GLOBE  
4450 WISE RD  
LINCOLN CA 95648

Case# 0125 JL

68-0320604

EIN

OMB No. 1545-0003

Expires 4-30-94

Form **SS-4**  
(Rev. April 1991)  
Department of the Treasury  
Internal Revenue Service

### Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.)

Please type or print clearly.

1 Name of applicant (True legal name) (See instructions.)  
**A GREENER GLOBE**

2 Trade name of business, if different from name in line 1

3 Executor, trustee, "care of" name

4a Mailing address (street address) (room, apt., or suite no.)  
**4450 WISE ROAD**

5a Address of business (See instructions.)

4b City, state, and ZIP code  
**LINCOLN, CA. 95648**

5b City, state, and ZIP code

6 County and state where principal business is located  
**PLACER - CALIFORNIA**

7 Name of principal officer, grantor, or general partner (See instructions.) ▶  
**STEVEN S. BOYCE**

8a Type of entity (Check only one box.) (See instructions.)

Individual SSN \_\_\_\_\_  Estate  Trust

REMIC  Personal service corp.  Plan administrator SSN \_\_\_\_\_  Partnership

State/local government  National guard  Other corporation (specify) \_\_\_\_\_  Farmers' cooperative

Other nonprofit organization (specify) **CHARITABLE** If nonprofit organization enter GEN (if applicable) \_\_\_\_\_

Other (specify) ▶ \_\_\_\_\_

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▶ Foreign country State **California**

9 Reason for applying (Check only one box.)

Started new business  Changed type of organization (specify) ▶ \_\_\_\_\_

Hired employees  Purchased going business

Created a pension plan (specify type) ▶ \_\_\_\_\_  Created a trust (specify) ▶ \_\_\_\_\_

Banking purpose (specify) ▶ \_\_\_\_\_  Other (specify) ▶ **NEED # FOR FEDERAL EXEMPT.**

10 Date business started or acquired (Mo., day, year) (See instructions.) **01-13-94** 11 Enter closing month of accounting year. (See instructions.) **DEC**

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) **N.A.**

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0." Nonagricultural Agricultural Household

14 Principal activity (See instructions.) ▶ **RECYCLING**

15 Is the principal business activity manufacturing?  Yes  No  
If "Yes," principal product and raw material used ▶ \_\_\_\_\_

16 To whom are most of the products or services sold? Please check the appropriate box.  Business (wholesale)  N/A  
 Public (retail)  Other (specify) ▶ \_\_\_\_\_

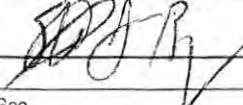
17a Has the applicant ever applied for an identification number for this or any other business?  Yes  No  
Note: If "Yes," please complete lines 17b and 17c.

17b If you checked the "Yes" box in line 17a, give applicant's true name and trade name, if different than name shown on prior application.  
True name ▶ \_\_\_\_\_ Trade name ▶ \_\_\_\_\_

17c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.  
Approximate date when filed (Mo., day, year) City and state where filed Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete

Name and title (Please type or print clearly.) ▶ **STEVEN S. BOYCE PRESIDENT** Telephone number (include area code) **(916)645-3028**

Signature ▶  Date ▶ **Jan 24, 1994**

Please leave blank ▶ Geo. Ind. Class Size Reason for applying



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

P.O. BOX 1286

RANCHO CORDOVA, CA. 95741-1286

January 13, 1994

In reply refer to  
340:G :PTS

A GREENER GLOBE  
C/O STEVEN BOYCE  
4450 WISE ROAD  
LINCOLN CA 95648

Purpose : CHARITABLE  
Code Section : 23701d  
Form of Organization : Corporation  
Accounting Period Ending: December 31  
Organization Number : 1876906

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address must also be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012(a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. Please see annual instructions with forms for requirements.

CALIFORNIA EXEMPTION APPLICATION NO: 3500  
SUBMITTED TO FRANCHISE BOARD ON DEC 7, 1993  
APPROVED BY STATE OF CALIFORNIA ON JANUARY 13, 1994

# A GREENER GLOBE CORPORATION

4450 WISE ROAD. LINCOLN, CALIFORNIA 95648, VOICE (916) 645-3028 \* FAX (916) 645-2562

DIRECTORS  
STEVEN J. BOYCE  
JACKLYN C. SHEEHAN  
GLEN W. RILEY  
R. JOHN BEATTY  
LISA L. RILEY

Internal Revenue Service  
EP/EO Division  
McCaslin Industrial Park  
2 Cupania Circle  
Monterey Park, CA  
91654-7406

February 10, 1994

Dear Sir or Mesdames,

Enclose is;

"A Greener Globe's", Determination letter request,  
Form 8718,  
Form 1023,

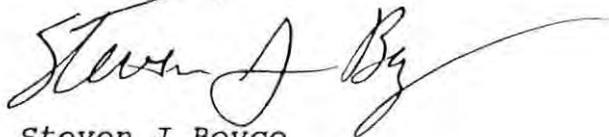
Endorsed filed copy of the Articles of Incorporation,  
Bylaws,

State of California (Franchise Tax Board's) exemption  
approval letter dated January 13, 1994.

*check for \$46500*

If you need any other information or documentation please  
me at any time and I will respond immediately.

Thank you for you kind assistance.



Steven J Boyce  
President  
A Greener Globe

**Application for Recognition of Exemption  
 Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056  
 Expires 5-31-96  
 If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully.

**A User Fee must be attached to this application.**

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

**Complete the Procedural Checklist on page 7 of the instructions.**

**Part I Identification of Applicant**

<b>1a</b> Full name of organization (as shown in organizing document) <div style="font-size: 1.2em; font-family: cursive;">A GREENER GLOBE</div>		<b>2</b> Employer identification number (If none, see instructions.) <div style="font-size: 1.2em; font-family: cursive;">68 0320604</div>
<b>1b</b> c/o Name (if applicable) <div style="font-size: 1.2em; font-family: cursive;">NA</div>	<b>3</b> Name and telephone number of person to be contacted if additional information is needed <div style="font-size: 1.2em; font-family: cursive;">STEVEN S. Boyce (916) 645-3028</div>	
<b>1c</b> Address (number, street, and room or suite no.) <div style="font-size: 1.2em; font-family: cursive;">4450 WISE ROAD</div>	<b>4</b> Month the annual accounting period ends <div style="font-size: 1.2em; font-family: cursive;">December</div>	
<b>1d</b> City or town, state, and ZIP code <div style="font-size: 1.2em; font-family: cursive;">Lincoln, CA. 95648</div>	<b>5</b> Date incorporated or formed <div style="font-size: 1.2em; font-family: cursive;">Dec. 07, 1993</div>	
<b>6</b> Activity codes (See instructions.) <div style="font-size: 1.2em; font-family: cursive;">160   031   149</div>		<b>7</b> Check here if applying under section: a <input checked="" type="checkbox"/> 501(e)    b <input type="checkbox"/> 501(f)    c <input type="checkbox"/> 501(k)
<b>8</b> Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach an explanation.		
<b>9</b> Is the organization required to file Form 990 (or Form 990-EZ)? . . . . . <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach an explanation (see instructions).		
<b>10</b> Has the organization filed Federal income tax returns or exempt organization information returns? . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.		

**11** Check the box for the type of organization. BE SURE TO ATTACH A CONFORMED COPY OF THE CORRESPONDING DOCUMENTS TO THE APPLICATION BEFORE MAILING (See **Specific Instructions, Part I, Line 11.**) Get Pub. 557, **Tax-Exempt Status for Your Organization, for examples of organizational documents.)**

- a  Corporation—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.
- b  Trust—Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c  Association—Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here \_\_\_\_\_ President, A Greener Globe \_\_\_\_\_  
(Signature) (Title or authority of signer) (Date)

**Part II** Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. **Do not merely refer to or repeat the language in the organizational document.** Describe each activity separately in the order of importance. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

*please see  
attached pages*

- 2 What are or will be the organization's sources of financial support? List in order of size.

*please see  
attached pages*

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

*Please see  
attached pages*

A Greener Globe's activities, are limited to planning. No operational information is available as A Greener Globe is not at this time engaged in any operational activities. However as far as planning activities are concerned.

a) Conducted a market survey to determine the feasibility of placing collection containers (Smart Recycling Centers) in over 1000 locations throughout Sacramento and Placer Counties. These recycling containers would be placed in office buildings, lunch rooms, sandwich shops, mini marts, factories and long term construction sites. Each Smart Recycling Center will be clearly marked to inform the public that their donation of (CRV) California Refund Value Containers (cans and bottles) will be used exclusively to benefit those Physically and Mentally Challenged (handicapped) individuals. Study and research has been done on the types of collection containers needed and the cost of these containers.

b) The activities will be initiated some time in April or May of 1994.

c) These activities will be conducted primarily in Sacramento and Placer Counties. At the onset all of the activities such as purchase of containers, selection of sites, and collection will be done by the volunteers. As soon as a collection route is firmly established, those Physically and Mentally Challenged (handicapped) individuals will assist the volunteer in the collection of donated CRV cans and bottles.

(c) There will be on the job training for those Physically and Mentally Challenged (handicapped) individuals as well as a class room mock-up" model of a typical collection site. Each Physically and Mentally Challenged individual (handicapped) will be trained on the proper procedures for cleanliness, attitude, and record keeping. This program of fundamental skills will be demonstrated, displayed and duplicated so that each individual can prevail in his or her new job. Those individuals who do not wish or can not, perform such duties will be trained for placement in other jobs.

(c) Any and all necessary gloves, clothing or other safety equipment will be supplied by A Greener Globe at no cost to our Physically and/or Mentally Challenged (handicapped) employees. A Greener Globe will operate a full recycling center. The recycling center will need Physically and Mentally Challenged (handicapped) individuals to work at other duties, such as sorting, separating, bagging, and classifying recycling materials. There will be an assortment of office related jobs open primarily to those individuals who are Physically and/or Mentally Challenged (handicapped). All Physically and Mentally Challenged (handicapped) individuals will be paid, whether in training or on the job.

**Part II** Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.

b Annual compensation

*Please see  
attached page*

*NONE*

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials?  Yes  No  
If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See **Specific Instructions, Part II, Line 4d**.)  Yes  No  
If "Yes," explain.

5 Does the organization control or is it controlled by any other organization?  Yes  No  
Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors?  Yes  No  
If either of these questions is answered "Yes," explain.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees?  Yes  No  
If "Yes," explain fully and identify the other organizations involved.

7 Is the organization financially accountable to any other organization?  Yes  No  
If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

**Part II** Activities and Operational Information (Continued)

8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If "None," indicate "N/A."

*NA*

9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years? . . .  Yes  No

10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement? . . .  Yes  No

b Is the organization a party to any leases? . . .  Yes  No

If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

11 Is the organization a membership organization? . . .  Yes  No

If "Yes," complete the following:

a Describe the organization's membership requirements, and attach a schedule of membership fees and dues.

b Describe the organization's present and proposed efforts to attract members, and attach a copy of any descriptive literature or promotional material used for this purpose.

c What benefits do (or will) the members receive in exchange for their payment of dues?

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them? . . .  N/A  Yes  No  
If "Yes," explain how the charges are determined, and attach a copy of the current fee schedule.

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals? *(HANDICAPPED) Physically and/or Mentally Challenged*  N/A  Yes  No  
If "Yes," explain how the recipients or beneficiaries are or will be selected.

*Any (Handicapped) P or M Challenged individual*

13 Does or will the organization attempt to influence legislation? . . .  Yes  No  
If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements? . . .  Yes  No  
If "Yes," explain fully.

**Part III** Technical Requirements

1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed?  Yes  No  
If you answer "Yes," do not answer questions on lines 2 through 7.

2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 8.

**Exceptions**—You are not required to file an exemption application within 15 months if the organization:

- a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church (see instructions);
- b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or
- c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

3 If the organization does not meet any of the exceptions on line 2, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed?  Yes  No

If "Yes," your organization qualifies under section 4.01 of Rev. Proc. 92-85, 1992-42 I.R.B. 32, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 7.

If "No," answer question 4.

4 If you answer "No" to question 3, has the organization been contacted by the IRS regarding its failure to file Form 1023 within 27 months from the end of the month in which the organization was created or formed?  Yes  No

If "No," your organization qualifies for an extension of time to apply under the "reasonable action and good faith" requirements of section 5.01 of Rev. Proc. 92-85. Do not answer questions 5 through 7.

If "Yes," answer question 5.

5 If you answer "Yes" to question 4, does the organization wish to request relief from the 15-month filing requirement?  Yes  No

If "Yes," give the reasons for not filing this application prior to being contacted by the IRS. See Specific Instructions, Part III, Line 5, before completing this item. Do not answer questions 6 and 7.

If "No," answer question 6.

6 If you answer "No" to question 5, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed with your key District Director. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed?  Yes  No

7 If you answer "Yes" to the question on line 6 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here  and attach a completed page 1 of Form 1024 to this application.

**Part III** Technical Requirements (Continued)

- 8** Is the organization a private foundation?  
 **Yes** (Answer question on line 9.)  
 **No** (Answer question on line 10 and proceed as instructed.)

- 9** If you answer "Yes" to the question on line 8, does the organization claim to be a private operating foundation?  
 **Yes** (Complete Schedule E)  
 **No**

After answering the question on this line, go to Part IV.

- 10** If you answer "No" to the question on line 8, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

**THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:**

- |          |  |  |
|----------|--|--|
| <b>a</b> | <input type="checkbox"/> As a church or a convention or association of churches (CHURCHES MUST COMPLETE SCHEDULE A.)   | Sections 509(a)(1) and 170(b)(1)(A)(i)                       |
| <b>b</b> | <input type="checkbox"/> As a school (MUST COMPLETE SCHEDULE B.)   | Sections 509(a)(1) and 170(b)(1)(A)(ii)                      |
| <b>c</b> | <input type="checkbox"/> As a hospital or a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital (MUST COMPLETE SCHEDULE C.)  | Sections 509(a)(1) and 170(b)(1)(A)(iii)                     |
| <b>d</b> | <input type="checkbox"/> As a governmental unit described in section 170(c)(1).  | Sections 509(a)(1) and 170(b)(1)(A)(v)                       |
| <b>e</b> | <input type="checkbox"/> As being operated solely for the benefit of, or in connection with, one or more of the organizations described in <b>a</b> through <b>d</b> , <b>g</b> , <b>h</b> , or <b>i</b> (MUST COMPLETE SCHEDULE D.)   | Section 509(a)(3)  |
| <b>f</b> | <input type="checkbox"/> As being organized and operated exclusively for testing for public safety.  | Section 509(a)(4)  |
| <b>g</b> | <input type="checkbox"/> As being operated for the benefit of a college or university that is owned or operated by a governmental unit.  | Sections 509(a)(1) and 170(b)(1)(A)(iv)                      |
| <b>h</b> | <input type="checkbox"/> As receiving a substantial part of its support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.  | Sections 509(a)(1) and 170(b)(1)(A)(vi)                      |
| <b>i</b> | <input type="checkbox"/> As normally receiving not more than one-third of its support from gross investment income and more than one-third of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). | Section 509(a)(2)  |
| <b>j</b> | <input checked="" type="checkbox"/> The organization is a publicly supported organization but is not sure whether it meets the public support test of block <b>h</b> or block <b>i</b> . The organization would like the IRS to decide the proper classification.                                  | Sections 509(a)(1) and 170(b)(1)(A)(vi) or Section 509(a)(2) |

**If you checked one of the boxes a through f in question 10, go to question 15. If you checked box g in question 10, go to questions 12 and 13. If you checked box h, i, or j, go to question 11.**

**Part III** Technical Requirements (Continued)

- 11** If you checked box **h, i, or j** on line 10, has the organization completed a tax year of at least 8 months?  
 Yes—Indicate whether you are requesting:  
 A definitive ruling (Answer questions on lines 12 through 15.)  
 An advance ruling (Answer questions on lines 12 and 15 and attach two Forms 872-C completed and signed.)  
 No—**You must request an advance ruling by completing and signing two Forms 872-C and attaching them to the application.**
- 12** If the organization received any unusual grants during any of the tax years shown in Part IV-A, attach a list for each year showing the name of the contributor; the date and the amount of the grant; and a brief description of the nature of the grant.

*NA*

- 13** If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here  and:  
**a** Enter 2% of line 8, column (e) of Part IV-A \_\_\_\_\_  
**b** Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line **13a** above.
- 14** If you are requesting a definitive ruling under section 509(a)(2), check here  and:  
**a** For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each "disqualified person." (For a definition of "disqualified person," see **Specific Instructions, Part II, Line 4d.**)  
**b** For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this purpose, "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

15 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. <b>Do not submit blank schedules.</b> )	Yes	No	If "Yes," complete Schedule:
Is the organization a church? . . . . .		✓	A
Is the organization, or any part of it, a school? . . . . .		✓	B
Is the organization, or any part of it, a hospital or medical research organization? . . . . .		✓	C
Is the organization a section 509(a)(3) supporting organization? . . . . .		✓	D
Is the organization a private operating foundation? . . . . .		✓	E
Is the organization, or any part of it, a home for the aged or handicapped? . . . . .		✓	F
Is the organization, or any part of it, a child care organization? . . . . .		✓	G
Does the organization provide or administer any scholarship benefits, student aid, etc.? . . . .		✓	H
Has the organization taken over, or will it take over, the facilities of a "for profit" institution? . . .		✓	I

**Part IV Financial Data**

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

**A. Statement of Revenue and Expenses**

		Current tax year	<del>Proposed budget</del> proposed budget for 2 years		(e) TOTAL	
		(a) From ..... to	(b) 19...94	(c) 19...95		(d) 19.....
Revenue	1	Gifts, grants, and contributions received (not including unusual grants—see instructions) . . .	NA	0	0	
	2	Membership fees received . . .		0	0	
	3	Gross investment income (see instructions for definition) . . .		0	0	
	4	Net income from organization's unrelated business activities not included on line 3 . . . . .		0	0	
	5	Tax revenues levied for and either paid to or spent on behalf of the organization . . . . .		0	0	
	6	Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge) . . . . .		0	0	
	7	Other income (not including gain or loss from sale of capital assets) (attach schedule) . . .		0	0	
	8	<b>Total</b> (add lines 1 through 7)		0	0	
	9	Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513				
	10	<b>Total</b> (add lines 8 and 9) . . .		148,000.00	148,000.00	
	11	Gain or loss from sale of capital assets (attach schedule) . . .		0	0	
	12	Unusual grants . . . . .		0	0	
	13	<b>Total revenue</b> (add lines 10 through 12) . . . . .		148,000.00	148,000.00	
Expenses	14	Fundraising expenses . . . . .		8,600.00	8,600.00	
	15	Contributions, gifts, grants, and similar amounts paid (attach schedule) . . . . .		General operating budget		
	16	Disbursements to or for benefit of members (attach schedule) .		17,200.00	17,200.00	
	17	Compensation of officers, directors, and trustees (attach schedule) . . . . .		0	0	
	18	Other salaries and wages . . .		48,300.00	48,300.00	
	19	Interest . . . . .		0	0	
	20	Occupancy (rent, utilities, etc.) .		8,400.00	8,400.00	
	21	Depreciation and depletion . . .		0	0	
	22	Other (attach schedule) . . . . .		0	0	
	23	<b>Total expenses</b> (add lines 14 through 22) . . . . .		82,500.00	82,500.00	
	24	Excess of revenue over expenses (line 13 minus line 23)		65,500.00	65,500.00	

**Part IV** Financial Data (Continued)

B. Balance Sheet (at the end of the period shown)		Current tax year Date .....
<b>Assets</b>		
1	Cash . . . . .	1 
2	Accounts receivable, net . . . . .	2 
3	Inventories . . . . .	3 
4	Bonds and notes receivable (attach schedule) . . . . .	4 
5	Corporate stocks (attach schedule) . . . . .	5 
6	Mortgage loans (attach schedule) . . . . .	6 
7	Other investments (attach schedule) . . . . .	7 
8	Depreciable and depletable assets (attach schedule) . . . . .	8 
9	Land . . . . .	9 
10	Other assets (attach schedule) . . . . .	10 
11	<b>Total assets</b> (add lines 1 through 10) . . . . .	11 
<b>Liabilities</b>		
12	Accounts payable . . . . .	12 
13	Contributions, gifts, grants, etc., payable . . . . .	13 
14	Mortgages and notes payable (attach schedule) . . . . .	14 
15	Other liabilities (attach schedule) . . . . .	15 
16	<b>Total liabilities</b> (add lines 12 through 15) . . . . .	16 
<b>Fund Balances or Net Assets</b>		
17	Total fund balances or net assets . . . . .	17 
18	<b>Total liabilities and fund balances or net assets</b> (add line 16 and line 17) . . . . .	18 

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation . . . . .

PART II ACTIVITIES AND OPERATIONAL INFORMATION, PAGE 2

LINE NO: 1

(c) A Greener Globe's goal is to develop and organize job opportunities so that all Physically or Mentally Challenged individuals (the handicapped) will be allotted the probability of job training and meaningful full and part time employment within A Greener Globe Corporation, and an opportunity for advancement within that Corporation.

(c) In the future when the recycling centers are in and running, we plan to construct several greenhouses that will be staffed by our Physically and Mentally Challenged employees. This greenhouse will be used to train our Physically and Mentally Challenged employees to plant, grow and propagate plants that are considered "water-miser" and those plants which are able to repel harmful insects. It is anticipated that the sales of these plants will cover the cost of this horticultural endeavor.

LINE NO: 2

A Greener Globe's principal financial support will be derived from the operation of it's "Smart Recycling Centers". Any additional income may be generated by donations from business companies, whose livelihood creates recycling materials. (such as soft drink manufactures).

LINE NO: 3

No fundraising is anticipated at this time and none have been planned. Should A Greener Globe's Board of Directors determine that fundraising activities are necessary, it would seem that the logical contributors to A Greener Globe would be the beverage industry.

PART II ACTIVITIES AND OPERATIONAL INFORMATION

LINE NO: 4

Steven J. Boyce	4450 Wise Road	Lincoln,	CA. 95648
Lisa L. Riley	6913 Olive Grove Dr.	Orangevale,	CA. 95662
Jacklyn C. Sheehan	4450 Wise Road	Lincoln,	CA. 95648
Glen W. Riley	6913 Olive Grove Dr.	Orangevale,	CA. 95662
R. John Beatty	11221 Wildwood Dr.	Auburn,	CA. 95063

*Steven Boyce is President, serving without any compensation*

*Lisa Riley is Secretary, serving without any compensation*

*Jacklyn Sheehan is Treasurer, serving without any compensation*

*Glen Riley is a Vice President, serving without any compensation*

*John Beatty is a Vice President, serving without any compensation*

**Part II** Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.

b Annual compensation

*Please see  
attached page*

*NONE*

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials?  Yes  No  
If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See **Specific Instructions, Part II, Line 4d.**)  Yes  No  
If "Yes," explain.

5 Does the organization control or is it controlled by any other organization?  Yes  No  
Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors?  Yes  No  
If either of these questions is answered "Yes," explain.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees?  Yes  No  
If "Yes," explain fully and identify the other organizations involved.

7 Is the organization financially accountable to any other organization?  Yes  No  
If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

**User Fee for Exempt Organization  
Determination Letter Request**

▶ Attach this form to determination letter application.  
(Form 8718 is NOT a determination letter application.)

For IRS Use Only

Control number \_\_\_\_\_

Amount paid \_\_\_\_\_

User fee screener \_\_\_\_\_

1 Name of organization \_\_\_\_\_

**Caution:** Do not attach Form 8718 to an application for a pension plan determination letter. Use Form 8717 instead.

**2 Type of request.**

**Fee**

- a  Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging not more than \$10,000 during the preceding 4 years, or
  - A new organization that anticipates gross receipts averaging not more than \$10,000 during its first 4 years.
- \$150**

**Note:** If you checked box 2a, you must complete the Certification below.

**Certification.** Complete if you checked box 2a above.

I certify that the annual gross receipts of \_\_\_\_\_  
name of organization

have averaged (or are expected to average) not more than \$10,000 during the preceding 4 (or the first 4) years of operation.

Signature ▶ \_\_\_\_\_

Title ▶ \_\_\_\_\_

- b  Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging more than \$10,000 during the preceding 4 years, or
  - A new organization that anticipates gross receipts averaging more than \$10,000 during its first 4 years.
- Application postmarked before July 1, 1993 . . . . . **\$ 375**
- Application postmarked after June 30, 1993 . . . . . **\$ 465**
- c  Private foundation that has completed a section 507 termination and seeks a determination letter that it is now a public charity. . . . . **\$ 200**
- d  Group exemption letters . . . . . **\$ 500**

**Instructions**

The law requires payment of a user fee with each application for a determination letter. The user fees are listed in item 2 above.

Check the box in item 2 for the type of application you are submitting. If you check box 2a, you must complete and sign the certification statement that appears under line 2a.

Attach to Form 8718 a check or money order payable to the Internal Revenue Service for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8718 to your determination letter application.

Form 8718 to the applicable IRS address shown below. Use the address below even if a different address appears in another form or publication.

If the organization is in:	Send fee and request for determination letter to:
Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont	Internal Revenue Service EP/EO Division P. O. Box 1680, GPO Brooklyn, NY 11202
Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia, any U.S. possession or foreign country	Internal Revenue Service EP/EO Division P. O. Box 17010 Baltimore, MD 21203
Indiana, Kentucky, Michigan, Ohio	Internal Revenue Service EP/EO Division

Arizona, Colorado, Kansas, Oklahoma, New Mexico, Texas, Utah, Wyoming	Internal Revenue Service EP/EO Division Mail Code 4950 DAL 1100 Commerce Street Dallas, TX 75242
Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee	Internal Revenue Service EP/EO Division P.O. Box 941 Atlanta, GA 30370
Alaska, California, Hawaii, Idaho, Nevada, Oregon, Washington	Internal Revenue Service EO Application EP/EO Division McCaslin Industrial Park 2 Cupania Circle Monterey Park, CA 91754-7406
Illinois, Iowa, Minnesota, Missouri, Montana, Nebraska, North Dakota,	Internal Revenue Service EP/EO Division 230 S. Dearborn DPN 20-5



First Interstate Bank of California  
Lincoln Office  
571 Fifth Street  
Lincoln, CA 95648

**No 8250051573**

**Cashiers Check**

16-21/825/1220

DATE Feb. 14, 1994

PAY

\$ \*465.00\* \* \* \*

**FOUR HUNDRED SIXTY FIVE DOLLARS**

TO THE ORDER OF \*I. R. S. Ep/ED\*

*S. Solomon*

08826

AUTHORIZED SIGNATURE

⑈ 8250051573 ⑆ ⑆ 1220002181367098950 ⑆ 11

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
2 CUPANIA CIRCLE  
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

A GREENER GLOBE  
4450 WISE RD  
LINCOLN, CA 95648

Date of this Notice:  
MAR. 7, 1994  
Person to Contact:  
EO DESK OFFICER  
Telephone Number:  
(213) 725-1758  
Case Number:  
954062006  
File Folder Number:  
958659753  
Days to Process: 100

Dear Applicant:

Application for Recognition of Exemption from Federal Income Tax

We have received your application for recognition of exemption from Federal income tax and have assigned it the case number listed above. You should refer to that number in any communication with us concerning your application.

We will review your application and send you a reply as soon as possible. However, we must process applications in the order that we receive them.

You may normally expect to hear from us within the above processing time. If you do not hear from us within that period and choose to write again, please include a copy of this letter with your correspondence. Also, please provide a telephone number and the most convenient time to call if we need to contact you.

Thank you for your cooperation.

HOW TO OBTAIN INFORMATION ABOUT YOUR APPLICATION

As indicated, you should hear from us within 100 days. If you do not, or you wish to inquire about the status of your application, you can obtain such information 15 days after the date of this letter, when it will be accessible on our Touch Tone System.

INSTRUCTIONS

1. A touch tone telephone must be used.
2. Wait at least 15 days from the date of this letter prior to calling.
3. Dial 1-800-829-0750 to access the system.
4. When requested, enter identifying numbers exactly as they appear on page one of this letter.
5. If your organization has not yet received an Employer Identification Number (EIN), enter your 9 digit Case Number instead.

REMINDERS

- \* It is important to have a copy of this letter available when accessing the system.
- \* Be aware that for all other purposes (except as specified in #5 above) an EIN and Case Number are NOT interchangeable. Do not use your Case Number when filing returns.
- \* The Employee Plans/Exempt Organizations Automated Information System is only for the use of applicants and their authorized representatives. Do not share your access numbers with unauthorized persons.



A MESSAGE FROM

Please have the enclosed Form 992-C signed by an authorized officer and returned with this letter.

Since your main source of finances appears will be from Gross Receipts (i.e. Exempt Related Activities), your organization would more resemble one as described under IRC Section 513, a subsection of IRC 501(c)(3). If you agree, please sign and return the enclosed statement.



Form **872-C**  
(Rev. March 1969)

Consent Fixing Period of Limitation Upon  
Assessment of Tax Under Section 4940 of the  
Internal Revenue Code  
(See Form 1023 instructions for Part IV, line 3.)

OMB No. 1545-0056  
Expires 3-31-69

To be used with Form  
1023. Submit in  
duplicate.

Under section 5001(a)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period.

NAME OF ORGANIZATION }  
Exact legal name of organization }  
Address }  
City, State, and ZIP Code }  
Number, street or, in own state and ZIP Code }  
and the District Director  
of Internal Revenue

Consent and agree that the period for assessing tax imposed under section 4940 of the Code for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, then the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Executed on \_\_\_\_\_ at \_\_\_\_\_

Signature  
Name

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
2 CUPANIA CIRCLE  
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: 4-28-94

A GREENER GLOBE  
4450 WISE RD  
LINCOLN, CA 95648

Employer Identification Number:  
68-0320604  
Case Number:  
954062006  
Contact Person:  
GAYLE M ADAMS  
Contact Telephone Number:  
(213) 725-7002  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
IRC 509(a)(2)  
Advance Ruling Period Begins:  
December 7, 1993  
Advance Ruling Period Ends:  
December 31, 1997  
Addendum Applies:  
no

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

A GREENER GLOBE

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

A GREENER GLOBE

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

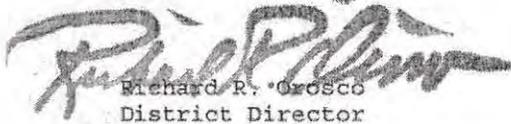
Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

Letter 1045 (DO/CG)

A GREENER GLOBE

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Richard R. Crocco  
District Director



# State of California

March Hong Tu  
Secretary of State

P.O. Box 944230  
Sacramento, CA 94244-0230  
Phone (916) 445-2020

## STATEMENT BY DOMESTIC NONPROFIT CORPORATION

THIS STATEMENT MUST BE FILED WITH  
CALIFORNIA SECRETARY OF STATE (SECTIONS 6210, 8210, 9660 CORPORATIONS CODE)

THE \$5 FILING FEE MUST ACCOMPANY THIS STATEMENT.

C-1876906

1. C1876906 PB DUE DATE 12-31-94 09494N  
A GREENER GLOBE  
4450 WISE ROAD  
LINCOLN, CA 95648

DO NOT ALTER PREPRINTED NAME IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME

DO NOT WRITE IN THIS SPACE

PLEASE READ INSTRUCTIONS ON BACK OF FORM.

PLEASE TYPE OR USE BLACK INK WHICH WOULD BE SUITABLE FOR MICROFILMING.

CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

2. STREET (IF NO. -E)	SUITE OR ROOM	2A.	2B.
600 TREES WAY	/	Roseville CA CITY AND STATE	95678 ZIP CODE
3. MAILING ADDRESS	SUITE OR ROOM	3A.	3B.
600 TREES WAY	/	Roseville Ca. CITY AND STATE	95678 ZIP CODE

THE NAMES OF THE FOLLOWING OFFICERS ARE:

4. STEVEN Boyce CHIEF EXECUTIVE OFFICER	600 Trees Way	4B. Roseville CA CITY AND STATE	4C. 95678 ZIP CODE
5. Lisa R Riley SECRETARY	6913 Olive Grove Dr	5B. Orangevale Ca CITY AND STATE	5C. 95662 ZIP CODE
6. Jackly E CLEM CHIEF FINANCIAL OFFICER	600 Trees Way	6B. Roseville Ca CITY AND STATE	6C. 95678 ZIP CODE

DESIGNATED AGENT FOR SERVICE OF PROCESS

7. NAME	STEVEN Boyce
8. CALIFORNIA STREET ADDRESS & CITY AND STATE	600 Trees Way, Roseville Ca 95678

I DECLARE THAT I HAVE SIGNED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE.

DATE: Jan 21 1995

TITLE: President  
NAME OF SIGNER: STEVEN S. BOYCE  
OFFICE: CHIEF EXECUTIVE OFFICER

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 20 1998**

A GREENER GLOBE  
6355 DORNES RD  
LINCOLN, CA 95648-9543

Employer Identification Number:  
68-0320604  
DLN:  
17053059826028  
Contact Person:  
D. A. DOWNING  
Contact Telephone Number:  
(513) 241-5199  
Our Letter Dated:  
April 1994  
Addendum Applies:  
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

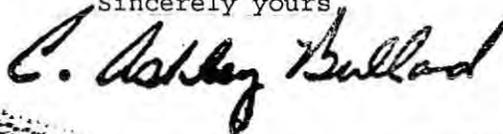
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

Letter 1050 (DO/CG)



STATE OF CALIFORNIA  
**FRANCHISE TAX BOARD**

P.O. BOX 942857

SACRAMENTO, CALIFORNIA 94257-0541  
 1876906 AG66\*

DATE FEBRUARY 9, 1994  
 CLAIM NUMBER  
 DATE OF CLAIM  
 AMOUNT CLAIMED \$  
 INCOME YEAR ENDED DECEMBER 1993  
 CODE 347MEJ

A GREENER GLOBE

A GREENER GLOBE  
 4450 WISE RD.  
 LINCOLN CA 95648

**NOTICE OF ACTION ON CANCELLATION, CREDIT, OR REFUND**

YOUR EXEMPT STATUS WAS APPROVED AND BECAME EFFECTIVE ON DECEMBER 7, 1993. THE PREPAYMENT MADE TO THE SECRETARY OF STATE UPON INCORPORATION IS BEING REFUNDED.

WE HAVE ALLOWED INTEREST ON THE REFUND. SEE THE ENCLOSED INSERT FOR INTEREST RATES PRESCRIBED BY LAW.

**PART I - ACTION ON CANCELLATION, CREDIT OR REFUND**

	Tax/Fee	Other Tax	Penalty	Interest	Payments
Previously Assessed Totals	\$	\$	\$	\$	\$
Revised liability	\$	\$	\$	\$	\$
Underpayment					\$
Overpayment					\$ 800.0
Interest allowed					\$ 5.2
Overpayment plus interest					\$ 805.2

If the overpayment shown is less than the refund claimed, and you do not agree with the amount of the overpayment; you may file an appeal with the State Board of Equalization. See Part I on reverse side for appeal procedure.

**PART II - APPLICATION OF OVERPAYMENT**

	\$	
	\$	
	\$	
	\$	
Amount to be paid to taxpayer "overpayment minus amount applied plus interest".	\$	805.2

Upon approval of the recommended payment a warrant will be issued by the State Controller. YOUR RETURN REMAINS SUBJECT TO AUDIT.

**MAIL TO:**

Registry of Charitable Trusts  
 P.O. Box 903447  
 Sacramento, CA 94203-4470  
 Telephone: (916) 445-2021

**WEB SITE ADDRESS:**

<http://ag.ca.gov/charities/>

# ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code  
 11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number _____ <b>A GREENER GLOBE</b> Name of Organization <b>901 GALLERIA BLVD</b> Address (Number and Street) <b>ROSEVILLE CA 95878</b> City or Town, State and ZIP Code	Check if: <input type="checkbox"/> Change of address  <input type="checkbox"/> Amended report  Corporate or Organization No. <u>1876906</u>  Federal Employer I.D. No. <u>68-0320604</u>
---	---

**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)**

Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A - ACTIVITIES**

For your most recent full accounting period (beginning 01/01/13 ending 12/31/13) list:

Gross annual revenue \$ 13,528 Total assets \$ 935,056

**PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

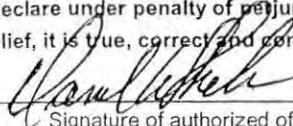
**Note:** If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest? <span style="float: right;">Stmt 1</span>	<b>X</b>	
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable prop. or funds?		<b>X</b>
3. During this reporting period, did non-program expenditures exceed 50% of gross revenues?		<b>X</b>
4. During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.		<b>X</b>
5. During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.		<b>X</b>
6. During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.		<b>X</b>
7. During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.		<b>X</b>
8. Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.		<b>X</b>
9. Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?		<b>X</b>

Organization's area code and telephone number 916-632-9627

Organization's e-mail address \_\_\_\_\_

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

 Signature of authorized officer	DANIEL SHEEHAN Printed Name	PRESIDENT Title	<u>9/12/14</u> Date
--	--------------------------------	--------------------	------------------------

**California Statements****Statement 1 - Form RRF-1, Part B, Line 1 - Financial Transactions**Description

A PORTION OF THE RENTS RECEIVED BY THE ORGANIZATION ARE PAYABLE TO A PARTY RELATED TO THE PRESIDENT OF A GREENER GLOBE. IN ADDITION, THIS INDIVIDUAL HAS ADVANCED MONEY TO THE ORGANIZATION AND REPAYMENTS HAVE OCCURRED DURING THE YEAR. DETAIL OF THE LOAN ACTIVITY DURING 2013 IS AS FOLLOWS:

OFFICER/RELATED PARTY LOANS 12/31/12	\$ 306,515
RENTS DUE TO OFFICER	78,000
REPAYMENTS TO OFFICER	( 39,437)
TOTAL DUE TO OFFICER/RELATED PARTY AT 12/31/12	\$ 345,078

Form **990**

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2013**

Department of the Treasury  
Internal Revenue Service

Do not enter Social Security numbers on this form as it may be made public.  
Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**Open to Public Inspection**

**A For the 2013 calendar year, or tax year beginning** \_\_\_\_\_ **and ending** \_\_\_\_\_

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Terminated  
 Amended return  
 Application pending

**C** Name of organization  
**A GREENER GLOBE**

Doing Business As \_\_\_\_\_

Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**901 GALLERIA BLVD**

City or town, state or province, country, and ZIP or foreign postal code  
**ROSEVILLE CA 95878**

**D** Employer identification number  
**68-0320604**

**E** Telephone number  
**916-632-9627**

**F** Name and address of principal officer:  
**DANIEL SHEEHAN**

H(a) Is this a group return for subordinates?  Yes  No  
 H(b) Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)

**G** Gross receipts \$ **278,250**

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.GREENERGLOBE.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: \_\_\_\_\_ **M** State of legal domicile: \_\_\_\_\_

**H(c) Group exemption number** \_\_\_\_\_

**Part I Summary**

**1** Briefly describe the organization's mission or most significant activities:  
**RECYCLING EDUCATION**

**2** Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>
<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>2</b>
<b>5</b> Total number of individuals employed in calendar year 2013 (Part V, line 2a)	<b>0</b>
<b>6</b> Total number of volunteers (estimate if necessary)	<b>0</b>
<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>0</b>
<b>7b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>0</b>

	Prior Year	Current Year
<b>8</b> Contributions and grants (Part VIII, line 1h)		<b>0</b>
<b>9</b> Program service revenue (Part VIII, line 2g)		<b>0</b>
<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)		<b>0</b>
<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>6,818</b>	<b>13,528</b>
<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>6,818</b>	<b>13,528</b>
<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)		<b>0</b>
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		<b>0</b>
<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		<b>0</b>
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		<b>0</b>
<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶	<b>0</b>	
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>43,408</b>	<b>39,584</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>43,408</b>	<b>39,584</b>
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>-36,590</b>	<b>-26,056</b>

	Beginning of Current Year	End of Year
<b>20</b> Total assets (Part X, line 16)	<b>923,656</b>	<b>935,056</b>
<b>21</b> Total liabilities (Part X, line 26)	<b>1,447,622</b>	<b>1,485,078</b>
<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>-523,966</b>	<b>-550,022</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: **DANIEL SHEEHAN** Date: \_\_\_\_\_  
 Type or print name and title: **PRESIDENT**

**Paid Preparer Use Only**

Print/Type preparer's name: **Mark A. Cyr, CPA** Preparer's signature: *Mark A. Cyr* Date: **08/27/14** Check  if self-employed PTIN: **P01058092**

Firm's name: **Mark A Cyr, CPA** Firm's EIN: **68-0438955**  
 5330 Primrose Dr Ste 242  
 Firm's address: **Fair Oaks, CA 95628-3542** Phone no.: **916-962-2400**

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

For Paperwork Reduction Act Notice, see the separate instructions. **Form 990 (2013)**

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

**RECYCLING EDUCATION**

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ **34,827** including grants of \$ ) (Revenue \$ )

**DURING 2013 A GREENER GLOBE CONDUCTED MEETINGS AND OPEN FORUM DISCUSSIONS ABOUT THE IMPORTANCE OF RECYCLING, AND SPENT TIME ON EDUCATIONAL MATTERS ABOUT THE VALUE OF RECYCLING. A GREENER GLOBE ALSO PARTICIPATED IN PUBLIC EVENTS WHERE BROCHURES WERE DISTRIBUTED AND VARIOUS TALKS WERE GIVEN TO HIGHLIGHT THE BENEFITS OF RECYCLING. THE DISSEMINATION OF INFORMATION AND BROCHURES WAS BILINGUAL, SERVING BOTH THE ENGLISH AND SPANISH SPEAKING. THE ORGANIZATION ALSO MAINTAINES A WEB SITE IN WHICH USERS CAN FIND OUT MORE ABOUT THE ORGANIZATION AND THE BENEFITS OF RECYCLING. FINALLY, THE ORGANIZATION EXPENDED RESOURCES EXPLORING CLEAN USES OF ITS LANDFILL SITE, INCLUDING THE UTILIZATION OF SOLAR AND WIND CLEAN ENERGY**

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **34,827**

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	X	
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants or other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a <b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If so, complete Schedule L, Part II	X	
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: <b>▶</b> See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	<b>Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.</b> Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
9	<b>Sponsoring organizations maintaining donor advised funds.</b>		
a	Did the organization make any taxable distributions under section 4966?		
b	Did the organization make a distribution to a donor, donor advisor, or related person?		
10	<b>Section 501(c)(7) organizations.</b> Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	<b>Section 501(c)(12) organizations.</b> Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
a	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1b	Enter the number of voting members included in line 1a, above, who are independent.		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13.		X
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.		
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official		X
15b	Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

17	List the states with which a copy of this Form 990 is required to be filed <b>CA</b>
18	Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply. <input type="checkbox"/> Own website <input type="checkbox"/> Another's website <input checked="" type="checkbox"/> Upon request <input type="checkbox"/> Other (explain in Schedule O)
19	Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20	State the name, physical address, and telephone number of the person who possesses the books and records of the organization: <b>LARRY BENNIGER</b> <b>3891 MONARCH TR</b> <b>WHEATLAND CA 95692</b>

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
  - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organizations compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DANIEL SHEEHAN PRESIDENT & CEO	10.00 0.00			X				0	0	0
(2) WYLA BEATTY TREASURER	5.00 0.00			X				0	0	0
(3) LARRY BENNIGER SECRETARY	5.00 0.00			X				0	0	0
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12)										
(13)										
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
<b>1b Sub-total</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization **0**

	Yes	No
<b>3</b> Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns	<b>1a</b>				
	<b>b</b> Membership dues	<b>1b</b>				
	<b>c</b> Fundraising events	<b>1c</b>				
	<b>d</b> Related organizations	<b>1d</b>				
	<b>e</b> Government grants (contributions)	<b>1e</b>				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>				
	<b>g</b> Noncash contributions included in lines 1a-1f: \$					
	<b>h</b> Total. Add lines 1a-1f					
<b>Program Service Revenue</b>	<b>2a</b> .....	<b>Busn. Code</b>				
	<b>b</b> .....					
	<b>c</b> .....					
	<b>d</b> .....					
	<b>e</b> .....					
	<b>f</b> All other program service revenue					
	<b>g</b> Total. Add lines 2a-2f					
	<b>3</b> Investment income (including dividends, interest, and other similar amounts)					
<b>4</b> Income from investment of tax-exempt bond proceeds						
<b>5</b> Royalties						
<b>Other Revenue</b>	<b>6a</b> Gross rents	(i) Real	278,250			
		(ii) Personal				
	<b>b</b> Less: rental exps.		264,722			
	<b>c</b> Rental inc. or (loss)		13,528			
	<b>d</b> Net rental income or (loss)		13,528		13,528	
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
	<b>b</b> Less: cost or other basis & sales exps.					
	<b>c</b> Gain or (loss)					
	<b>d</b> Net gain or (loss)					
<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	<b>a</b>					
<b>b</b> Less: direct expenses	<b>b</b>					
<b>c</b> Net income or (loss) from fundraising events						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19	<b>a</b>					
<b>b</b> Less: direct expenses	<b>b</b>					
<b>c</b> Net income or (loss) from gaming activities						
<b>10a</b> Gross sales of inventory, less returns and allowances	<b>a</b>					
<b>b</b> Less: cost of goods sold	<b>b</b>					
<b>c</b> Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>		<b>Busn. Code</b>				
<b>11a</b> .....						
<b>b</b> .....						
<b>c</b> .....						
<b>d</b> All other revenue						
<b>e</b> Total. Add lines 11a-11d						
<b>12</b> Total revenue. See instructions.		13,528	0	0	13,528	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal	16,061	12,849	3,212	
c Accounting	1,850	370	1,480	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	148	148		
14 Information technology				
15 Royalties				
16 Occupancy	12,000	12,000		
17 Travel	1,802	1,802		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>EQUIPMENT EXPENSES</b>	4,205	4,205		
b <b>EQUIPMENT REPAIR</b>	2,283	2,283		
c <b>COMPUTER &amp; SOFTWARE</b>	1,625	1,625		
d <b>DONATIONS</b>	771	771		
e All other expenses	-1,161	-1,226	65	
25 <b>Total functional expenses.</b> Add lines 1 through 24e	39,584	34,827	4,757	0
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
<b>Assets</b>	1	Cash—non-interest bearing	277	1	12,827
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	120,879	9	120,879
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 759,704		
	b	Less: accumulated depreciation	10b 138,794	622,060	10c 620,910
	11	Investments—publicly traded securities		11	
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	180,440	15	180,440
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	923,656	16	935,056	
<b>Liabilities</b>	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	306,515	22	345,078
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties	1,141,107	24	1,140,000
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	<b>Total liabilities.</b> Add lines 17 through 25	1,447,622	26	1,485,078
<b>Net Assets or Fund Balances</b>	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	-523,966	27	-550,022
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
33	<b>Total net assets or fund balances</b>	-523,966	33	-550,022	
34	<b>Total liabilities and net assets/fund balances</b>	923,656	34	935,056	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	13,528
2	Total expenses (must equal Part IX, column (A), line 25)	2	39,584
3	Revenue less expenses. Subtract line 2 from line 1	3	-26,056
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	-523,966
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	-550,022

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_  
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant? \_\_\_\_\_  
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant? \_\_\_\_\_  
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? \_\_\_\_\_  
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? \_\_\_\_\_
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits. \_\_\_\_\_

	Yes	No
2a		X
2b		X
2c		
3a		X
3b		

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2013**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
  - a  Type I      b  Type II      c  Type III—Functionally integrated      d  Type III—Non-functionally integrated
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
  - (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? .....
  - (ii) A family member of a person described in (i) above? .....
  - (iii) A 35% controlled entity of a person described in (i) or (ii) above? .....

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

**h Provide the following information about the supported organization(s).**

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
<b>Total</b>									

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2013

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 <b>Total.</b> Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 <b>Public support.</b> Subtract line 5 from line 4.						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	228,400	246,375	259,500	259,500	278,250	1,272,025
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 <b>Total support.</b> Add lines 7 through 10						1,272,025
12 Gross receipts from related activities, etc. (see instructions)					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2012 Schedule A, Part II, line 14	15	%
16a <b>33 1/3% support test—2013.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b <b>33 1/3% support test—2012.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a <b>10%-facts-and-circumstances test—2013.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b <b>10%-facts-and-circumstances test—2012.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input checked="" type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>6 Total.</b> Add lines 1 through 5						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
<b>c</b> Add lines 7a and 7b						
<b>8 Public support</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
<b>9</b> Amounts from line 6						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
<b>c</b> Add lines 10a and 10b						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f))	<b>15</b>	%
<b>16</b> Public support percentage from 2012 Schedule A, Part III, line 15	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2012 Schedule A, Part III, line 17	<b>18</b>	%

**19a 33 1/3% support tests—2013.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests—2012.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions



SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

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A GREENER GLOBE

Employer identification number

68-0320604

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate contributions, aggregate grants, aggregate value, and two questions about donor advisement.

Part II Conservation Easements.

Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include purpose of conservation easements, total number of easements, acreage restricted, number of easements on historic structures, and questions about monitoring and expenses.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include questions about reporting works of art and historical treasures, and amounts required to be reported.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange programs
  - e  Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

**Part V Endowment Funds.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment  %
  - b Permanent endowment  %
  - c Temporarily restricted endowment  %
- The percentages in lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- (i) unrelated organizations  Yes  No
  - (ii) related organizations  Yes  No
- b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).) <input type="text"/>				

**Part VII Investments—Other Securities.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments—Program Related.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) <b>LOAN FEES</b>	<b>122,019</b>
(2) <b>LOANS/ATTY SERVICES</b>	<b>58,421</b>
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	<b>180,440</b>

**Part X Other Liabilities.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII





**SCHEDULE L**  
**(Form 990 or 990-EZ)**

**Transactions With Interested Persons**

OMB No. 1545-0047

**2013**

Department of the Treasury  
Internal Revenue Service

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.  
▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.  
▶ Information about Schedule L (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

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**Part I Excess Benefit Transactions** (section 501(c)(3) and section 501(c)(4) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
				Yes	No
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ..... ▶ \$ \_\_\_\_\_

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ..... ▶ \$ \_\_\_\_\_

**Part II Loans to and/or From Interested Persons.**

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

1	(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the org.?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
				To	From			Yes	No	Yes	No	Yes	No
(1)	NOTE PAYABLE - JACKLYN SHEEHAN OPERATING CAPITAL			X		250,000	345,078		X	X		X	
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
<b>Total</b>							▶ \$	345,078					

**Part III Grants or Assistance Benefiting Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

1	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					



**SCHEDULE O**  
**(Form 990 or 990-EZ)**

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

OMB No. 1545-0047

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▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990  
BOARD OF DIRECTORS PRESIDENT REVIEWS 990 PRIOR TO SIGNING.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation  
UPON REQUEST

## MAIL TO:

Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470  
Telephone: (916) 445-2021

## WEB SITE ADDRESS:

<http://ag.ca.gov/charities/>

# ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code  
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number _____ <u>A GREENER GLOBE</u> Name of Organization <u>901 GALLERIA BLVD</u> Address (Number and Street) <u>ROSEVILLE</u> <u>CA 95878</u> City or Town, State and ZIP Code	Check if: <input type="checkbox"/> Change of address  <input type="checkbox"/> Amended report  Corporate or Organization No. <u>1876906</u>  Federal Employer I.D. No. <u>68-0320604</u>
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## ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)

Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

### PART A - ACTIVITIES

For your most recent full accounting period (beginning 01/01/12 ending 12/31/12) list:

Gross annual revenue \$ 6,818 Total assets \$ 923,656

### PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

**Note:** If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest? <span style="float: right;">Stmt 1</span>	X	
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable prop. or funds?		X
3. During this reporting period, did non-program expenditures exceed 50% of gross revenues?		X
4. During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.		X
5. During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.		X
6. During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.		X
7. During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.		X
8. Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.		X
9. Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?		X

Organization's area code and telephone number 916-632-9627

Organization's e-mail address \_\_\_\_\_

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of authorized officer

DANIEL SHEEHAN

Printed Name

PRESIDENT

Title

Date

## California Statements

**Statement 1 - Form RRF-1, Part B, Line 1 - Financial Transactions**Description

A PORTION OF THE RENTS RECEIVED BY THE ORGANIZATION ARE PAYABLE TO A PARTY RELATED TO THE PRESIDENT OF A GREENER GLOBE. IN ADDITION, THIS INDIVIDUAL HAS ADVANCED MONEY TO THE ORGANIZATION AND REPAYMENTS HAVE OCCURRED DURING THE YEAR. DETAIL OF THE LOAN ACTIVITY DURING 2012 IS AS FOLLOWS:

OFFICER/RELATED PARTY LOANS 12/31/11	\$ 275,557
RENTS DUE TO OFFICER	78,000
REPAYMENTS TO OFFICER	( 47,042)
TOTAL DUE TO OFFICER/RELATED PARTY AT 12/31/12	\$ 306,515

Form **990**

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

**2012**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

**Open to Public Inspection**

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

**A For the 2012 calendar year, or tax year beginning** \_\_\_\_\_, **and ending** \_\_\_\_\_

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Terminated  
 Amended return  
 Application pending

**C** Name of organization: **A GREENER GLOBE**

Doing Business As \_\_\_\_\_

Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**901 GALLERIA BLVD**

City, town or post office, state, and ZIP code  
**ROSEVILLE CA 95878**

**D** Employer identification number: **68-0320604**

**E** Telephone number: **916-632-9627**

**F** Name and address of principal officer:  
**DANIEL SHEEHAN**

**G** Gross receipts \$: **259,500**

**H(a)** Is this a group return for affiliates?  Yes  No  
**H(b)** Are all affiliates included?  Yes  No  
 If "No," attach a list. (see instructions)

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.GREENERGLOBE.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: \_\_\_\_\_ **M** State of legal domicile: \_\_\_\_\_

**H(c)** Group exemption number ▶ \_\_\_\_\_

**Part I Summary**

<b>Activities &amp; Governance</b>	1 Briefly describe the organization's mission or most significant activities: <b>RECYCLING EDUCATION</b>			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	3	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	2	
	5	Total number of individuals employed in calendar year 2012 (Part V, line 2a)	0	
	6	Total number of volunteers (estimate if necessary)	0	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0	
7b	Net unrelated business taxable income from Form 990-T, line 34	0		
<b>Revenue</b>			Prior Year	Current Year
	8	Contributions and grants (Part VIII, line 1h)		0
	9	Program service revenue (Part VIII, line 2g)		0
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	23,613	6,818
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	23,613	6,818	
<b>Expenses</b>	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		0
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶	0	
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	47,142	43,408	
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	47,142	43,408	
19	Revenue less expenses. Subtract line 18 from line 12	-23,529	-36,590	
<b>Net Assets or Fund Balances</b>			Beginning of Current Year	End of Year
	20	Total assets (Part X, line 16)	928,754	923,656
	21	Total liabilities (Part X, line 26)	1,416,130	1,447,622
22	Net assets or fund balances. Subtract line 21 from line 20	-487,376	-523,966	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: *Daniel Sheehan* Date: *July 31 2013*

**DANIEL SHEEHAN** **PRESIDENT**

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: **Mark A. Cyr, CPA** Preparer's signature: *Mark A. Cyr, CPA* Date: **07/31/13** Check  if self-employed PTIN: **P01058092**

Firm's name: **Mark A Cyr, CPA** Firm's EIN: **68-0438955**

Firm's address: **5330 Primrose Dr Ste 242 Fair Oaks, CA 95628-3542** Phone no.: **916-962-2400**

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response to any question in this Part III

1 Briefly describe the organization's mission:

**RECYCLING EDUCATION**

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ **38,518** including grants of \$ ) (Revenue \$ )

**DURING 2012 A GREENER GLOBE CONDUCTED MEETINGS AND OPEN FORUM DISCUSSIONS ABOUT THE IMPORTANCE OF RECYCLING, AND SPENT TIME ON EDUCATIONAL MATTERS ABOUT THE VALUE OF RECYCLING. A GREENER GLOBE ALSO PARTICIPATED IN PUBLIC EVENTS WHERE BROCHURES WERE DISTRIBUTED AND VARIOUS TALKS WERE GIVEN TO HIGHLIGHT THE BENEFITS OF RECYCLING. THE DISSEMINATION OF INFORMATION AND BROCHURES WAS BILINGUAL, SERVING BOTH THE ENGLISH AND SPANISH SPEAKING. THE ORGANIZATION ALSO MAINTAINES A WEB SITE IN WHICH USERS CAN FIND OUT MORE ABOUT THE ORGANIZATION AND THE BENEFITS OF RECYCLING. FINALLY, THE ORGANIZATION EXPENDED RESOURCES EXPLORING CLEAN USES OF ITS LANDFILL SITE, INCLUDING THE UTILIZATION OF SOLAR AND WIND CLEAN ENERGY**

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses ▶ **38,518**

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	X	
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
21 Did the organization report more than \$5,000 of grants and other assistance to any government or organization in the United States on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a <b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Was a loan to or by a current or former officer, director, trustee, key employee, highest compensated employee, or disqualified person outstanding as of the end of the organization's tax year? If "Yes," complete Schedule L, Part II	X	
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response to any question in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1a	0		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2a	0		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
2b			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O		
3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
4a			
b	If "Yes," enter the name of the foreign country: <b>▶</b> See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
4b			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5a			
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5b			
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6a			
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
6b			
7	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year		
7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
7h			
8	<b>Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.</b> Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
8			
9	<b>Sponsoring organizations maintaining donor advised funds.</b>		
a	Did the organization make any taxable distributions under section 4966?		
9a			
b	Did the organization make a distribution to a donor, donor advisor, or related person?		
9b			
10	<b>Section 501(c)(7) organizations.</b> Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12		
10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
10b			
11	<b>Section 501(c)(12) organizations.</b> Enter:		
a	Gross income from members or shareholders		
11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
11b			
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
12b			
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
a	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		
13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
13b			
c	Enter the amount of reserves on hand		
13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14a			
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		
14b			



**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response to any question in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
  - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organizations compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DANIEL SHEEHAN ..... PRESIDENT & CEO	10.00 ..... 0.00			X				0	0	0
(2) WYLA BEATTY ..... TREASURER	5.00 ..... 0.00			X				0	0	0
(3) LARRY BENNIGER ..... SECRETARY	5.00 ..... 0.00			X				0	0	0
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12)										
(13)										
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
<b>1b Sub-total</b> .....										
<b>c Total from continuation sheets to Part VII, Section A</b> .....										
<b>d Total (add lines 1b and 1c)</b> .....										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization **0**

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual .....		<b>X</b>
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual .....		<b>X</b>
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person .....		<b>X</b>

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response to any question in this Part VIII.

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f					
	g Noncash contributions included in lines 1a-1f: \$						
	<b>h Total. Add lines 1a-1f</b>						
<b>Program Service Revenue</b>	2a	Busn. Code					
	b						
	c						
	d						
	e						
	f All other program service revenue						
	<b>g Total. Add lines 2a-2f</b>						
<b>Other Revenue</b>	3 Investment income (including dividends, interest, and other similar amounts)						
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	(i) Real	259,500				
		(ii) Personal					
		b Less: rental exps.	252,682				
	c Rental inc. or (loss)	6,818					
	<b>d Net rental income or (loss)</b>		6,818			6,818	
	7a Gross amount from sales of assets other than inventory	(i) Securities					
		(ii) Other					
		b Less: cost or other basis & sales exps.					
	c Gain or (loss)						
	<b>d Net gain or (loss)</b>						
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a					
	b Less: direct expenses	b					
<b>c Net income or (loss) from fundraising events</b>							
9a Gross income from gaming activities. See Part IV, line 19	a						
b Less: direct expenses	b						
<b>c Net income or (loss) from gaming activities</b>							
10a Gross sales of inventory, less returns and allowances	a						
b Less: cost of goods sold	b						
<b>c Net income or (loss) from sales of inventory</b>							
Miscellaneous Revenue		Busn. Code					
11a							
b							
c							
d All other revenue							
<b>e Total. Add lines 11a-11d</b>							
<b>12 Total revenue. See instructions.</b>			6,818	0	0	6,818	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response to any question in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal	24,100	19,280	4,820	
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	608	608		
14 Information technology				
15 Royalties				
16 Occupancy	12,000	12,000		
17 Travel	615	615		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>EQUIPMENT EXPENSES</b>	1,848	1,848		
b <b>COMPUTER &amp; SOFTWARE</b>	1,466	1,466		
c <b>EQUIPMENT REPAIR</b>	867	867		
d <b>LIGHTING</b>	650	650		
e All other expenses	1,254	1,184	70	
25 Total functional expenses. Add lines 1 through 24e	43,408	38,518	4,890	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response to any question in this Part X

		(A) Beginning of year		(B) End of year	
<b>Assets</b>	1	Cash—non-interest bearing	1,040	1	277
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	120,879	9	120,879
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 756,520		
	b	Less: accumulated depreciation	10b 134,460	626,395	10c 622,060
	11	Investments—publicly traded securities		11	
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	180,440	15	180,440
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	928,754	16	923,656	
<b>Liabilities</b>	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	275,557	22	306,515
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties	1,140,573	24	1,141,107
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	<b>Total liabilities.</b> Add lines 17 through 25	1,416,130	26	1,447,622
<b>Net Assets or Fund Balances</b>	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	-487,376	27	-523,966
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
33	<b>Total net assets or fund balances</b>	-487,376	33	-523,966	
34	<b>Total liabilities and net assets/fund balances</b>	928,754	34	923,656	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	6,818
2	Total expenses (must equal Part IX, column (A), line 25)	2	43,408
3	Revenue less expenses. Subtract line 2 from line 1	3	-36,590
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	-487,376
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	-523,966

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response to any question in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2012**

**Open to Public Inspection**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

Department of the Treasury  
Internal Revenue Service

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
  - a  Type I      b  Type II      c  Type III—Functionally integrated      d  Type III—Non-functionally integrated
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

- (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? .....
- (ii) A family member of a person described in (i) above? .....
- (iii) A 35% controlled entity of a person described in (i) or (ii) above? .....

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

**h Provide the following information about the supported organization(s).**

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
<b>Total</b>									

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2012

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 <b>Total.</b> Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 <b>Public support.</b> Subtract line 5 from line 4.						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	199,707	228,400	246,375	259,500	259,500	1,193,482
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 <b>Total support.</b> Add lines 7 through 10						1,193,482
12 Gross receipts from related activities, etc. (see instructions)					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> ► <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2012 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2011 Schedule A, Part II, line 14	15	%
16a <b>33 1/3% support test—2012.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
b <b>33 1/3% support test—2011.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
17a <b>10%-facts-and-circumstances test—2012.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
b <b>10%-facts-and-circumstances test—2011.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ► <input checked="" type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2012 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2011 Schedule A, Part III, line 15	16	%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2012 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2011 Schedule A, Part III, line 17	18	%

- 19a **33 1/3% support tests—2012.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- b **33 1/3% support tests—2011.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions



SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990. See separate instructions.

OMB No. 1545-0047 2012 Open to Public Inspection

Name of the organization

Employer identification number

A GREENER GLOBE

68-0320604

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include Total number at end of year, Aggregate contributions, Aggregate grants, Aggregate value, and two Yes/No questions about donor advised funds.

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

Table with 2 columns: Held at the End of the Tax Year. Rows include Purpose(s) of conservation easements, Total number of conservation easements, Total acreage, Number of conservation easements on a certified historic structure, and various monitoring and reporting questions.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

Table with 2 columns: Amounts. Rows include questions about reporting works of art, historical treasures, or other similar assets, and amounts for revenues and assets.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other .....

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

- c Beginning balance .....
- d Additions during the year .....
- e Distributions during the year .....
- f Ending balance .....

	Amount
1c	
1d	
1e	
1f	

2a Did the organization include an amount on Form 990, Part X, line 21?  Yes  No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance .....					
b Contributions .....					
c Net investment earnings, gains, and losses .....					
d Grants or scholarships .....					
e Other expenditures for facilities and programs .....					
f Administrative expenses .....					
g End of year balance .....					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment ▶ ..... %
  - b Permanent endowment ▶ ..... %
  - c Temporarily restricted endowment ▶ ..... %
- The percentages in lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations .....
- (ii) related organizations .....

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.** See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land .....				
b Buildings .....				
c Leasehold improvements .....				
d Equipment .....				
e Other .....				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).) ▶

**Part VII Investments—Other Securities.** See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

**Part VIII Investments—Program Related.** See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

**Part IX Other Assets.** See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) <b>LOAN FEES</b>	122,019
(2) <b>LOANS/ATTY SERVICES</b>	58,421
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.)	<b>180,440</b>

**Part X Other Liabilities.** See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. FIN 48 (ASC 740) Footnote. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII





**SCHEDULE L**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Transactions With Interested Persons**

▶ Complete if the organization answered  
"Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c,  
or Form 990-EZ, Part V, line 38a or 40b.  
▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

OMB No. 1545-0047

**2012**

Open To Public  
Inspection

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

**Part I Excess Benefit Transactions** (section 501(c)(3) and section 501(c)(4) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
				Yes	No
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

- 2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ..... ▶ \$ \_\_\_\_\_
- 3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ..... ▶ \$ \_\_\_\_\_

**Part II Loans to and/or From Interested Persons.**

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the org.?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
			To	From			Yes	No	Yes	No	Yes	No
			NOTE PAYABLE - JACKLYN SHEEHAN									
(1) OPERATING CAPITAL			X		250,000	306,515			X	X		X
(2)												
(3)												
(4)												
(5)												
(6)												
(7)												
(8)												
(9)												
(10)												
<b>Total</b>						▶ \$ 306,515						

**Part III Grants or Assistance Benefiting Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				



**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

**2012**

Open to Public  
Inspection

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

BOARD OF DIRECTORS PRESIDENT REVIEWS 990 PRIOR TO SIGNING.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

UPON REQUEST

## MAIL TO:

Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470  
Telephone: (916) 445-2021

## WEB SITE ADDRESS:

<http://ag.ca.gov/charities/>

# ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code  
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number _____ <b>A GREENER GLOBE</b> Name of Organization _____ <b>901 GALLERIA BLVD</b> Address (Number and Street) _____ <b>ROSEVILLE CA 95878</b> City or Town, State and ZIP Code _____	Check if: <input type="checkbox"/> Change of address  <input type="checkbox"/> Amended report  Corporate or Organization No. <u>1876906</u>  Federal Employer I.D. No. <u>68-0320604</u>
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### ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)

Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

#### PART A - ACTIVITIES

For your most recent full accounting period (beginning 01/01/11 ending 12/31/11) list:

Gross annual revenue \$ 23,613 Total assets \$ 928,756

#### PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

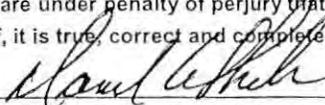
Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest? <span style="float: right;">Stmnt 1</span>	X	
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable prop. or funds?		X
3. During this reporting period, did non-program expenditures exceed 50% of gross revenues?		X
4. During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.		X
5. During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.		X
6. During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.		X
7. During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.		X
8. Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.		X
9. Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?		X

Organization's area code and telephone number 916-632-9627

Organization's e-mail address \_\_\_\_\_

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

  
 Signature of authorized officer
 

 DANIEL SHEEHAN  
 Printed Name
 

 PRESIDENT  
 Title
 

9/12/12  
 Date

# California Statements

## Statement 1 - Form RRF-1, Part B, Line 1 - Financial Transactions

### Description

A PORTION OF THE RENTS RECEIVED BY THE ORGANIZATION ARE PAYABLE TO A PARTY RELATED TO THE PRESIDENT OF A GREENER GLOBE. IN ADDITION, THIS INDIVIDUAL HAS ADVANCED MONEY TO THE ORGANIZATION AND REPAYMENTS HAVE OCCURRED DURING THE YEAR. DETAIL OF THE LOAN ACTIVITY DURING 2011 IS AS FOLLOWS:

OFFICER/RELATED PARTY LOANS 12/31/10	\$ 256,315
RENTS DUE TO OFFICER	66,000
REPAYMENTS TO OFFICER	( 46,758)
TOTAL DUE TO OFFICER/RELATED PARTY AT 12/31/11	\$ 275,557

Form **990**

Department of the Treasury  
Internal Revenue Service

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

**2011**

**Open to Public Inspection**

**A For the 2011 calendar year, or tax year beginning , and ending**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>A GREENER GLOBE</b>		<b>D</b> Employer identification number <b>68-0320604</b>
	Doing Business As		<b>E</b> Telephone number <b>916-632-9627</b>
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	City or town, state or country, and ZIP + 4 <b>ROSEVILLE CA 95878</b>		<b>G</b> Gross receipts \$ <b>259,500</b>
<b>F</b> Name and address of principal officer: <b>DANIEL SHEEHAN</b>			H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.GREENERGLOBE.ORG**

**H(c)** Group exemption number ▶

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation:

**M** State of legal domicile:

**Part I Summary**

<b>Activities &amp; Governance</b>	1 Briefly describe the organization's mission or most significant activities: <b>RECYCLING EDUCATION</b>			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	3	3
	4	Number of independent voting members of the governing body (Part VI, line 1b)	2	2
	5	Total number of individuals employed in calendar year 2011 (Part V, line 2a)	0	0
	6	Total number of volunteers (estimate if necessary)	0	0
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0	0
	7b	Net unrelated business taxable income from Form 990-T, line 34	0	0
<b>Revenue</b>			Prior Year	Current Year
	8	Contributions and grants (Part VIII, line 1h)	0	0
	9	Program service revenue (Part VIII, line 2g)	0	0
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	0
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	12,292	23,613
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	12,292	23,613
<b>Expenses</b>	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0	0
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
		b Total fundraising expenses (Part IX, column (D), line 25) ▶	0	0
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	40,475	47,142
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	40,475	47,142	
19	Revenue less expenses. Subtract line 18 from line 12	-28,183	-23,529	
<b>Net Assets or Fund Balances</b>			Beginning of Current Year	End of Year
	20	Total assets (Part X, line 16)	932,756	928,754
	21	Total liabilities (Part X, line 26)	1,396,603	1,416,130
	22	Net assets or fund balances. Subtract line 21 from line 20	-463,847	-487,376

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer		Date		
	<b>DANIEL SHEEHAN</b> Type or print name and title		<b>PRESIDENT</b>		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	Mark A. Cyr, CPA	<i>Mark A. Cyr, CPA</i>	8/16/12		P01058092
	Firm's name ▶	Firm's EIN ▶	Phone no.		
Mark A Cyr, CPA		68-0438955		916-962-2400	
5330 Primrose Dr Ste 242					
Fair Oaks, CA 95628-3542					

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

For Paperwork Reduction Act Notice, see the separate instructions.

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response to any question in this Part III

1 Briefly describe the organization's mission:

**RECYCLING EDUCATION**

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ **42,151** including grants of \$ ) (Revenue \$ )

**DURING 2011 A GREENER GLOBE CONDUCTED MEETINGS AND OPEN FORUM DISCUSSIONS ABOUT THE IMPORTANCE OF RECYCLING, AND SPENT TIME ON EDUCATIONAL MATTERS ABOUT THE VALUE OF RECYCLING. A GREENER GLOBE ALSO PARTICIPATED IN PUBLIC EVENTS WHERE BROCHURES WERE DISTRIBUTED AND VARIOUS TALKS WERE GIVEN TO HIGHLIGHT THE BENEFITS OF RECYCLING. THE DISSEMINATION OF INFORMATION AND BROCHURES WAS BILINGUAL, SERVING BOTH THE ENGLISH AND SPANISH SPEAKING. THE ORGANIZATION ALSO MAINTAINES A WEB SITE IN WHICH USERS CAN FIND OUT MORE ABOUT THE ORGANIZATION AND THE BENEFITS OF RECYCLING.**

**FINALLY, THE ORGANIZATION EXPENDED RESOURCES EXPLORING CLEAN USES OF ITS LANDFILL SITE, INCLUDING THE UTILIZATION OF SOLAR AND WIND CLEAN ENERGY**

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **42,151**

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	X	
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI, XII, and XIII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

**Part IV Checklist of Required Schedules (continued)**

		Yes	No
21	Did the organization report more than \$5,000 of grants and other assistance to any government or organization in the United States on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22	Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? If "Yes," complete Schedule L, Part II	X	
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		X
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response to any question in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: <b>▶</b> See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	<b>Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.</b> Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?	8	
9	<b>Sponsoring organizations maintaining donor advised funds.</b>		
a	Did the organization make any taxable distributions under section 4966?	9a	
b	Did the organization make a distribution to a donor, donor advisor, or related person?	9b	
10	<b>Section 501(c)(7) organizations.</b> Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	<b>Section 501(c)(12) organizations.</b> Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
a	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response to any question in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done		
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official		X
b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed **CA**
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request
- 19 Describe in Schedule O whether (and if so, how), the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: **LARRY BENNIGER** **3891 MONARCH TR**  
**WHEATLAND** **CA 95692** **916-632-9627**

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) .....										
(16) .....										
(17) .....										
(18) .....										
(19) .....										
(20) .....										
(21) .....										
(22) .....										
(23) .....										
(24) .....										
(25) .....										
<b>1b Sub-total</b> .....										
<b>c Total from continuation sheets to Part VII, Section A</b> .....										
<b>d Total (add lines 1b and 1c)</b> .....										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization **0**

- 3** Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual
- 4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual
- 5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

	Yes	No
<b>3</b>		<b>X</b>
<b>4</b>		<b>X</b>
<b>5</b>		<b>X</b>

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns	<b>1a</b>					
	<b>b</b> Membership dues	<b>1b</b>					
	<b>c</b> Fundraising events	<b>1c</b>					
	<b>d</b> Related organizations	<b>1d</b>					
	<b>e</b> Government grants (contributions)	<b>1e</b>					
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>					
	<b>g</b> Noncash contributions included in lines 1a-1f: \$						
	<b>h Total. Add lines 1a-1f</b>						
	<b>Program Service Revenue</b>	<b>2a</b>	Busn. Code				
<b>b</b>							
<b>c</b>							
<b>d</b>							
<b>e</b>							
<b>f</b> All other program service revenue							
<b>g Total. Add lines 2a-2f</b>							
<b>Other Revenue</b>		<b>3</b> Investment income (including dividends, interest, and other similar amounts)					
	<b>4</b> Income from investment of tax-exempt bond proceeds						
	<b>5</b> Royalties						
	<b>6a</b> Gross rents	(i) Real	259,500				
		(ii) Personal					
		<b>b</b> Less: rental exps.	235,887				
	<b>c</b> Rental inc. or (loss)	23,613					
	<b>d Net rental income or (loss)</b>		23,613			23,613	
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities					
		(ii) Other					
		<b>b</b> Less: cost or other basis & sales exps.					
		<b>c</b> Gain or (loss)					
	<b>d Net gain or (loss)</b>						
	<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	<b>a</b>					
		<b>b</b> Less: direct expenses	<b>b</b>				
<b>c Net income or (loss) from fundraising events</b>							
<b>9a</b> Gross income from gaming activities. See Part IV, line 19	<b>a</b>						
	<b>b</b> Less: direct expenses	<b>b</b>					
	<b>c Net income or (loss) from gaming activities</b>						
<b>10a</b> Gross sales of inventory, less returns and allowances	<b>a</b>						
	<b>b</b> Less: cost of goods sold	<b>b</b>					
	<b>c Net income or (loss) from sales of inventory</b>						
<b>Miscellaneous Revenue</b>		<b>Busn. Code</b>					
<b>11a</b>	<b>b</b>						
	<b>c</b>						
	<b>d</b> All other revenue						
	<b>e Total. Add lines 11a-11d</b>						
	<b>12 Total revenue. See instructions.</b>		23,613	0	0	23,613	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

Check if Schedule O contains a response to any question in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2	Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3	Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees				
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages				
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9	Other employee benefits				
10	Payroll taxes				
11	Fees for services (non-employees):				
a	Management				
b	Legal	25,158	21,133	4,025	
c	Accounting	535		535	
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other				
12	Advertising and promotion				
13	Office expenses	1,302	1,302		
14	Information technology				
15	Royalties				
16	Occupancy	12,000	12,000		
17	Travel	533	533		
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings				
20	Interest				
21	Payments to affiliates				
22	Depreciation, depletion, and amortization				
23	Insurance				
24	Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	<b>EQUIPMENT EXPENSES</b>	3,154	3,154		
b	<b>COMPUTER &amp; SOFTWARE</b>	2,080	2,080		
c	<b>DONATIONS</b>	1,143	1,143		
d	<b>TELEPHONE</b>	806	806		
e	All other expenses	431		431	
25	<b>Total functional expenses.</b> Add lines 1 through 24e	<b>47,142</b>	<b>42,151</b>	<b>4,991</b>	<b>0</b>
26	<b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

		(A)		(B)
		Beginning of year		End of year
<b>Assets</b>	1 Cash—non-interest bearing	708	1	1,040
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	120,879	9	120,879
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 756,520		
	b Less: accumulated depreciation	10b 130,125	630,729	10c 626,395
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	180,440	15	180,440
16 <b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	932,756	16	928,754	
<b>Liabilities</b>	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	256,315	22	275,557
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	1,140,288	24	1,140,573
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 <b>Total liabilities.</b> Add lines 17 through 25	1,396,603	26	1,416,130
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.</b>			
	27 Unrestricted net assets	-463,847	27	-487,376
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	<b>Organizations that do not follow SFAS 117, check here <input type="checkbox"/> and complete lines 30 through 34.</b>			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 <b>Total net assets or fund balances</b>	-463,847	33	-487,376	
34 <b>Total liabilities and net assets/fund balances</b>	932,756	34	928,754	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	23,613
2	Total expenses (must equal Part IX, column (A), line 25)	2	47,142
3	Revenue less expenses. Subtract line 2 from line 1	3	-23,529
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	-463,847
5	Other changes in net assets or fund balances (explain in Schedule O)	5	
6	Net assets or fund balances at end of year. Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B))	6	-487,376

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response to any question in this Part XII

1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_

If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant? 2a  Yes  No

b Were the organization's financial statements audited by an independent accountant? 2b  Yes  No

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? 2c  Yes  No  
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

d If "Yes" to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? 3a  Yes  No

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits 3b  Yes  No

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2011**

**Open to Public Inspection**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

Department of the Treasury  
Internal Revenue Service

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
  - a  Type I      b  Type II      c  Type III—Functionally integrated      d  Type III—Other
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
  - (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? .....
  - (ii) A family member of a person described in (i) above? .....
  - (iii) A 35% controlled entity of a person described in (i) or (ii) above? .....
- h Provide the following information about the supported organization(s).

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
<b>Total</b>									

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 <b>Total.</b> Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 <b>Public support.</b> Subtract line 5 from line 4						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	162,825	199,707	228,400	246,375	259,500	1,096,807
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 <b>Total support.</b> Add lines 7 through 10						1,096,807
12 Gross receipts from related activities, etc. (see instructions)					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2011 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2010 Schedule A, Part II, line 14	15	%
16a <b>33 1/3% support test—2011.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b <b>33 1/3% support test—2010.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a <b>10%-facts-and-circumstances test—2011.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b <b>10%-facts-and-circumstances test—2010.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input checked="" type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 <b>Total.</b> Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 <b>Public support</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 <b>Total support.</b> (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2011 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2010 Schedule A, Part III, line 15	16	%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2011 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2010 Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2011.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization

b **33 1/3% support tests—2010.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions



**SCHEDULE D  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.  
▶ Attach to Form 990. ▶ See separate instructions.

OMB No. 1545-0047

**2011**

Open to Public Inspection

Name of the organization

Employer identification number

**A GREENER GLOBE**

**68-0320604**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate contributions to (during year)		
3 Aggregate grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Part II Conservation Easements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education)	<input type="checkbox"/> Preservation of an historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?  Yes  No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?  Yes  No

9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenues included in Form 990, Part VIII, line 1	▶ \$
(ii) Assets included in Form 990, Part X	▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenues included in Form 990, Part VIII, line 1	▶ \$
b Assets included in Form 990, Part X	▶ \$

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If "Yes," explain the arrangement in Part XIV and complete the following table:

- c Beginning balance
- d Additions during the year
- e Distributions during the year
- f Ending balance

	Amount
1c	
1d	
1e	
1f	

2a Did the organization include an amount on Form 990, Part X, line 21?  Yes  No

b If "Yes," explain the arrangement in Part XIV.

**Part V Endowment Funds.** Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment  %
- b Permanent endowment  %
- c Temporarily restricted endowment  %

The percentages in lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations
- (ii) related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIV the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.** See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).)

**Part VII Investments—Other Securities.** See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

**Part VIII Investments—Program Related.** See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

**Part IX Other Assets.** See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) <b>LOAN FEES</b>	<b>122,019</b>
(2) <b>LOANS/ATTY SERVICES</b>	<b>58,421</b>
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.)	<b>180,440</b>

**Part X Other Liabilities.** See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value	
(1) Federal income taxes		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
(11)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.)		

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).



**Part XIV** Supplemental Information (continued)

Area with horizontal dotted lines for supplemental information.

**SCHEDULE L**  
**(Form 990 or 990-EZ)**

**Transactions With Interested Persons**

OMB No. 1545-0047

**2011**

Open To Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Complete if the organization answered  
"Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c,  
or Form 990-EZ, Part V, line 38a or 40b.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

**Part I Excess Benefit Transactions** (section 501(c)(3) and section 501(c)(4) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Description of transaction	(c) Corrected?	
			Yes	No
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

- 2 Enter the amount of tax imposed on the organization managers or disqualified persons during the year under section 4958 ..... ▶ \$ \_\_\_\_\_
- 3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ..... ▶ \$ \_\_\_\_\_

**Part II Loans to and/or From Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 26, or Form 990-EZ, Part V, line 38a.

(a) Name of interested person and purpose	(b) Loan to or from the organization?		(c) Original principal amount	(d) Balance due	(e) In default?		(f) Approved by board or committee?		(g) Written agreement?	
	To	From			Yes	No	Yes	No	Yes	No
NOTE PAYABLE - JACKLYN SHEEHAN										
(1) OPERATING CAPITAL	X		250,000	275,557		X	X		X	
(2)										
(3)										
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
<b>Total</b>				▶ \$ 275,557						

**Part III Grants or Assistance Benefiting Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount and type of assistance
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		



**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

**2011**

Open to Public  
Inspection

Name of the organization

**A GREENER GLOBE**

Employer identification number

**68-0320604**

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

BOARD OF DIRECTORS PRESIDENT REVIEWS 990 PRIOR TO SIGNING.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

UPON REQUEST

Form **4562**

**Depreciation and Amortization**  
(Including Information on Listed Property)

OMB No. 1545-0172

**2011**

Department of the Treasury  
Internal Revenue Service (99)

▶ See separate instructions.      ▶ Attach to your tax return.

Attachment  
Sequence No. **179**

Name(s) shown on return

**A GREENER GLOBE**

Identifying number

**68-0320604**

Business or activity to which this form relates

**HARDING BLVD, ROSEVILLE, CA**

**Part I Election To Expense Certain Property Under Section 179**

**Note:** If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2010 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2012. Add lines 9 and 10, less line 12	13	

**Note:** Do not use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	4,334

**Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**

**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2011	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

**Section B—Assets Placed in Service During 2011 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

**Section C—Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System**

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	40-year		40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	4,334
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2011)

Forms <b>990 / 990-PF</b>	<b>Loans from Officers, Directors, Trustees, and Key Employees or Other Disqualified Persons</b>	<b>2011</b>
For calendar year 2011, or tax year beginning		, and ending

Name <b>A GREENER GLOBE</b>	Employer Identification Number <b>68-0320604</b>
--------------------------------	---

**Form 990, Part X, Line 22 - Additional Information**

Name of lender	Title
(1) <b>NOTE PAYABLE - JACKLYN SHEEHAN</b>	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	

Original amount borrowed	Date of loan	Maturity date	Repayment terms	Interest rate
(1) <b>250,000</b>				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				

Security provided by borrower	Purpose of loan
(1)	<b>OPERATING CAPITAL</b>
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	

Consideration furnished by lender	Balance due at beginning of year	Balance due at end of year
(1)	<b>256,315</b>	<b>275,557</b>
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
<b>Totals</b>	<b>256,315</b>	<b>275,557</b>

• If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only Part II and check this box  **X**

**Note.** Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.

• If you are filing for an **Automatic 3-Month Extension**, complete only Part I (on page 1).

**Part II Additional (Not Automatic) 3-Month Extension of Time.** Only file the original (no copies needed).

Enter filer's identifying number, see instructions

Type or print  File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions.  <b>A GREENER GLOBE</b>	Employer identification number (EIN) or  <input checked="" type="checkbox"/> <b>68-0320604</b>
	Number, street, and room or suite no. If a P.O. box, see instructions. <b>901 GALLERIA BLVD</b>	Social security number (SSN) <input type="checkbox"/>
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>ROSEVILLE CA 95878</b>	

Enter the Return code for the return that this application is for (file a separate application for each return) 01

Application Is For	Return Code	Application Is For	Return Code
Form 990	01		
Form 990-BL	02	Form 1041-A	08
Form 990-EZ	01	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

**STOP! Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.**

• The books are in the care of **DANIEL SHEEHAN** **5009 SOUTH ROAD, ROCKLIN CA 95677**  
Telephone No. **916-632-9627** FAX No.

• If the organization does not have an office or place of business in the United States, check this box

• If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_ . If this is for the whole group, check this box  . If it is for part of the group, check this box  and attach a list with the names and EINs of all members the extension is for.

4 I request an additional 3-month extension of time until **11/15/12**

5 For calendar year **2011**, or other tax year beginning \_\_\_\_\_ and ending \_\_\_\_\_

6 If the tax year entered in line 5 is for less than 12 months, check reason:  Initial return  Final return  
 Change in accounting period

7 State in detail why you need the extension

**ALL OF THE INFORMATION NECESSARY FOR A COMPLETE AND ACCURATE RETURN IS NOT YET AVAILABLE**

8a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	8a	\$
b If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	8b	\$
c <b>Balance due.</b> Subtract line 8b from line 8a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	8c	\$

**Signature and Verification must be completed for Part II only.**

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature **Signature AS, CPA** Title **PREPARER** Date **8/13/12**  
Form **8868** (Rev. 1-2012)

IN  
MAIL TO:  
Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470  
Telephone: (916) 445-2021

## ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code  
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code Section 12586.1. IRS extensions will be honored.



WEBSITE ADDRESS:  
<http://ag.ca.gov/charities/>

State Charity Registration Number _____  A GREENER GLOBE <small>Name of Organization</small>  901 GALLERIA BLVD <small>Address (Number and Street)</small>  ROSEVILLE, CA 95878 <small>City or Town</small> <span style="float: right;"><small>State</small> <small>ZIP Code</small></span>	Check if: <input type="checkbox"/> Change of address <input type="checkbox"/> Amended report  Corporate or Organization No. <u>1876906</u>  Federal Employer ID No. <u>68-0320604</u>
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**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)**  
**Make Check Payable to Attorney General's Registry of Charitable Trusts**

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A – ACTIVITIES**

For your most recent full accounting period (beginning 1/01/10 ending 12/31/10) list:  
 Gross annual revenue \$ 12,292. Total assets \$ 932,756.

**PART B – STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

**Note:** If you answer 'yes' to any of the questions below, you must attach a separate sheet providing an explanation and details for each 'yes' response. Please review RRF-1 instructions for information required.

	Yes	No
1 During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest? <span style="float: right;">SEE STATEMENT 1</span>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 During this reporting period, did non-program expenditures exceed 50% of gross revenues?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If 'yes,' provide an attachment listing the name, address, and telephone number of the service provider.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 During this reporting period, did the organization hold a raffle for charitable purposes? If 'yes,' provide an attachment indicating the number of raffles and the date(s) they occurred.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Does the organization conduct a vehicle donation program? If 'yes,' provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Organization's area code and telephone number 916-632-9627

Organization's e-mail address INFO@GREENERGLOBE.ORG

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

	David Sheehan	Pres	5/10/11
<small>Signature of authorized officer</small>	<small>Printed Name</small>	<small>Title</small>	<small>Date</small>

STATEMENT 1  
FORM RRF-1, PART B, LINE 1  
FINANCIAL TRANSACTIONS

A PORTION OF THE RENTS RECEIVED BY THE ORGANIZATION ARE PAYABLE TO A PARTY RELATED TO THE PRESIDENT OF A GREENER GLOBE. IN ADDITION, THIS INDIVIDUAL HAS ADVANCED MONEY TO THE ORGANIZATION AND REPAYMENTS HAVE OCCURRED DURING THE YEAR. DETAIL OF THE LOAN ACTIVITY DURING 2009 IS AS FOLLOWS:

OFFICER/RELATED PARTY LOANS PARTY	\$ 230,415
RENTS DUE TO OFFICER	66,000
REPAYMENTS TO OFFICER	( 40,100)
TOTAL DUE TO OFFICER/RELATED PARTY AT 12/31/10	\$ 256,315

**Return of Organization Exempt From Income Tax**

**2010**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code  
(except black lung benefit trust or private foundation)

Open to Public Inspection

The organization may have to use a copy of this return to satisfy state reporting requirements.

**A For the 2010 calendar year, or tax year beginning**, 2010, **and ending**

**B** Check if applicable:

Address change  
 Name change  
 Initial return  
 Terminated  
 Amended return  
 Application pending

**A GREENER GLOBE**  
**901 GALLERIA BLVD**  
**ROSEVILLE, CA 95878**

**D** Employer Identification Number  
**68-0320604**

**E** Telephone number  
**916-632-9627**

**G** Gross receipts \$ **246,375.**

**F** Name and address of principal officer:  
**SAME AS C ABOVE**

**H(a)** Is this a group return for affiliates?  Yes  No  
**H(b)** Are all affiliates included?  Yes  No  
 If 'No,' attach a list. (see instructions)

**I** Tax-exempt status  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.GREENERGLOBE.ORG**

**H(c)** Group exemption number ▶

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of Formation:

**M** State of legal domicile:

**Part I Summary**

<b>1</b> Briefly describe the organization's mission or most significant activities: <u>RECYCLING EDUCATION</u>			
<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
<b>Activities &amp; Governance</b>	<b>3</b> Number of voting members of the governing body (Part VI, line 1a).....	<b>3</b>	<b>3</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b).....	<b>4</b>	<b>0</b>
	<b>5</b> Total number of individuals employed in calendar year 2010 (Part V, line 2a).....	<b>5</b>	<b>0</b>
	<b>6</b> Total number of volunteers (estimate if necessary).....	<b>6</b>	<b>0</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12.....	<b>7a</b>	<b>0.</b>
	<b>b</b> Net unrelated business taxable income from Form 990-T, line 34.....	<b>7b</b>	<b>0.</b>
			<b>Prior Year</b>
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h).....		
	<b>9</b> Program service revenue (Part VIII, line 2g).....		
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d).....		
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e).....	<b>1,238.</b>	<b>12,292.</b>
	<b>12</b> Total revenue — add lines 8 through 11 (must equal Part VIII, column (A), line 12).....	<b>1,238.</b>	<b>12,292.</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3).....		
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4).....		
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10).....		
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e).....		
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f).....	<b>63,967.</b>	<b>40,475.</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25).....	<b>63,967.</b>	<b>40,475.</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12.....	<b>-62,729.</b>	<b>-28,183.</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16).....	<b>Beginning of Current Year</b> <b>936,384.</b>	<b>End of Year</b> <b>932,756.</b>
	<b>21</b> Total liabilities (Part X, line 26).....	<b>1,372,048.</b>	<b>1,396,603.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20.....	<b>-435,664.</b>	<b>-463,847.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer \_\_\_\_\_ Date \_\_\_\_\_

Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name **MARK A CYR, CPA** Preparer's signature **MARK A CYR, CPA** Date **5/11/11** Check  if self-employed PTIN **N/A**

Firm's name ▶ **MARK A. CYR, CPA** Firm's EIN ▶ **N/A**

Firm's address ▶ **8080 MADISON AVE, STE 200-C** Phone no. **(916) 962-2400**

**FAIR OAKS, CA 95628**

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response to any question in this Part III.

1 Briefly describe the organization's mission:

RECYCLING EDUCATION

2 Did the organization undertake any significant program services during the year which were not listed on the prior

Form 990 or 990-EZ?  Yes  No

If 'Yes,' describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If 'Yes,' describe these changes on Schedule O.

4 Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 34,824. including grants of \$ ) (Revenue \$ )

SEE SCHEDULE O

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses ▶ 34,824.

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If 'Yes,' complete Schedule A.</i>	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? (see instructions)		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If 'Yes,' complete Schedule C, Part I.</i>		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If 'Yes,' complete Schedule C, Part II.</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If 'Yes,' complete Schedule C, Part III.</i>		
6 Did the organization maintain any donor advised funds or any similar funds or accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If 'Yes,' complete Schedule D, Part I.</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas or historic structures? <i>If 'Yes,' complete Schedule D, Part II.</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If 'Yes,' complete Schedule D, Part III.</i>		X
9 Did the organization report an amount in Part X, line 21; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If 'Yes,' complete Schedule D, Part IV.</i>		X
10 Did the organization, directly or through a related organization, hold assets in term, permanent, or quasi-endowments? <i>If 'Yes,' complete Schedule D, Part V.</i>		X
11 If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings and equipment in Part X, line 10? <i>If 'Yes,' complete Schedule D, Part VI.</i>	X	
b Did the organization report an amount for investments— other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VII.</i>		X
c Did the organization report an amount for investments— program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VIII.</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part IX.</i>	X	
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If 'Yes,' complete Schedule D, Part X.</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If 'Yes,' complete Schedule D, Part X.</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If 'Yes,' complete Schedule D, Parts XI, XII, and XIII.</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional.</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If 'Yes,' complete Schedule E.</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, and program service activities outside the United States? <i>If 'Yes,' complete Schedule F, Parts I and IV.</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? <i>If 'Yes,' complete Schedule F, Parts II and IV.</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? <i>If 'Yes,' complete Schedule F, Parts III and IV.</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If 'Yes,' complete Schedule G, Part I (see instructions).</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If 'Yes,' complete Schedule G, Part II.</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If 'Yes,' complete Schedule G, Part III.</i>		X
20 a Did the organization operate one or more hospitals? <i>If 'Yes,' complete Schedule H.</i>		X
b If 'Yes' to line 20a, did the organization attach its audited financial statements to this return? <b>Note.</b> Some Form 990 filers that operate one or more hospitals must attach audited financial statements (see instructions).		

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
21 Did the organization report more than \$5,000 of grants and other assistance to governments and organizations in the United States on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II.</i>		X
22 Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III.</i>		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J.</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, and that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25.</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a <b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
26 Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? <i>If 'Yes,' complete Schedule L, Part II.</i>	X	
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor, or a grant selection committee member, or to a person related to such an individual? <i>If 'Yes,' complete Schedule L, Part III.</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M.</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M.</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I.</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II.</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I.</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Parts II, III, IV, and V, line 1.</i>		X
35 Is any related organization a controlled entity within the meaning of section 512(b)(13)?		X
a Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
36 <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI.</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O.		X

BAA

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response to any question in this Part V.

		Yes	No
<b>1 a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable. <span style="float:right">1 a 0</span>		
<b>b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable. <span style="float:right">1 b 0</span>		
<b>c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? <span style="float:right">1 c</span>		
<b>2 a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. <span style="float:right">2 a 0</span>		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to <i>e-file</i> . (see instructions)		
<b>3 a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
<b>b</b>	If 'Yes,' has it filed a Form 990-T for this year? If 'No,' provide an explanation in Schedule O.		
<b>4 a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
<b>b</b>	If 'Yes,' enter the name of the foreign country: See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
<b>5 a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
<b>c</b>	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T?		
<b>6 a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible?		X
<b>b</b>	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
<b>b</b>	If 'Yes,' did the organization notify the donor of the value of the goods or services provided?		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
<b>d</b>	If 'Yes,' indicate the number of Forms 8282 filed during the year. <span style="float:right">7 d</span>		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.</b> Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the organization make any taxable distributions under section 4966?		
<b>b</b>	Did the organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12. <span style="float:right">10 a</span>		
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities. <span style="float:right">10 b</span>		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders. <span style="float:right">11 a</span>		
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) <span style="float:right">11 b</span>		
<b>12 a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>b</b>	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. <span style="float:right">12 b</span>		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. <span style="float:right">13 b</span>		
<b>c</b>	Enter the amount of reserves on hand. <span style="float:right">13 c</span>		
<b>14 a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		X
<b>b</b>	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation in Schedule O.		

**Part VI Governance, Management and Disclosure** For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response to any question in this Part VI.

**Section A. Governing Body and Management**

		Yes	No
1 a	Enter the number of voting members of the governing body at the end of the tax year. . . . .		
1 b	Enter the number of voting members included in line 1a, above, who are independent . . . . .		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee or key employee? . . . . .		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person? . . . . .		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		X
6	Does the organization have members or stockholders? . . . . .		X
7 a	Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body? . . . . .		X
7 b	Are any decisions of the governing body subject to approval by members, stockholders, or other persons? . . . . .		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8 a	The governing body? . . . . .	X	
8 b	Each committee with authority to act on behalf of the governing body? . . . . .		X
9	Is there any officer, director or trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses in Schedule O. . . . .		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10 a	Does the organization have local chapters, branches, or affiliates? . . . . .		X
10 b	If 'Yes,' does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization? . . . . .		
11 a	Has the organization provided a copy of this Form 990 to all members of its governing body before filing the form? . . . . .	X	
11 b	Describe in Schedule O the process, if any, used by the organization to review this Form 990. SEE SCHEDULE O		
12 a	Does the organization have a written conflict of interest policy? If 'No,' go to line 13 . . . . .		X
12 b	Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .		
12 c	Does the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this is done . . . . .		
13	Does the organization have a written whistleblower policy? . . . . .		X
14	Does the organization have a written document retention and destruction policy? . . . . .		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15 a	The organization's CEO, Executive Director, or top management official. . . . .		X
15 b	Other officers of key employees of the organization. . . . .		X
	If 'Yes' to line 15a or 15b, describe the process in Schedule O. (See instructions.)		
16 a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		X
16 b	If 'Yes,' has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed ▶ CA
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.  
 Own website     Another's website     Upon request
- 19 Describe in Schedule O whether (and if so, how) the organization makes its governing documents, conflict of interest policy, and financial statements available to the public. SEE SCHEDULE O
- 20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization:  
 ▶ TREASURER MAILING ADDRESS

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response to any question in this Part VII.

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DANIEL SHEEHAN PRESIDENT & CEO	0						0.	0.	0.	
(2) WYLA BEATTY TREASURER	0						0.	0.	0.	
(3) LARRY BENNIGER SECRETARY	0						0.	0.	0.	
(4) -----										
(5) -----										
(6) -----										
(7) -----										
(8) -----										
(9) -----										
(10) -----										
(11) -----										
(12) -----										
(13) -----										
(14) -----										
(15) -----										
(16) -----										
(17) -----										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (cont)**

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Sch O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										
(26) -----										
(27) -----										
(28) -----										
(29) -----										
<b>1 b Sub-total</b> .....							0.	0.	0.	
<b>c Total from continuation sheets to Part VII, Section A</b> .....							0.	0.	0.	
<b>d Total (add lines 1b and 1c)</b> .....							0.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization ▶ 0

	Yes	No
3 Did the organization list any <b>former</b> officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual</i> .....		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes' complete Schedule J for such individual</i> .....		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person</i> .....		X

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 in compensation from the organization ▶ 0

**Part VIII Statement of Revenue**

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
CONTRIBUTIONS, GIFTS, GRANTS AND OTHER SIMILAR AMOUNTS	1 a Federated campaigns.....	1 a				
	b Membership dues.....	1 b				
	c Fundraising events.....	1 c				
	d Related organizations.....	1 d				
	e Government grants (contributions).....	1 e				
	f All other contributions, gifts, grants, and similar amounts not included above....	1 f				
	g Noncash contributions included in lns 1a-1f: \$					
	h <b>Total.</b> Add lines 1a-1f.....					
PROGRAM SERVICE REVENUE	Business Code					
	2 a -----					
	b -----					
	c -----					
	d -----					
	e -----					
	f All other program service revenue....					
g <b>Total.</b> Add lines 2a-2f.....						
3 Investment income (including dividends, interest and other similar amounts).....						
4 Income from investment of tax-exempt bond proceeds						
5 Royalties.....						
OTHER REVENUE	6 a Gross Rents.....	(i) Real				
		(ii) Personal				
	b Less: rental expenses.....	246,375.				
	c Rental income or (loss).....	234,083.				
	d Net rental income or (loss).....	12,292.			12,292.	
	7 a Gross amount from sales of assets other than inventory.....	(i) Securities				
		(ii) Other				
		b Less: cost or other basis and sales expenses.....				
		c Gain or (loss).....				
	d Net gain or (loss).....					
	8 a Gross income from fundraising events (not including \$_____ of contributions reported on line 1c). See Part IV, line 18.....	a				
		b Less: direct expenses.....	b			
		c Net income or (loss) from fundraising events.....				
9 a Gross income from gaming activities. See Part IV, line 19.....	a					
	b Less: direct expenses.....	b				
	c Net income or (loss) from gaming activities.....					
10 a Gross sales of inventory, less returns and allowances.....	a					
	b Less: cost of goods sold.....	b				
	c Net income or (loss) from sales of inventory.....					
Miscellaneous Revenue		Business Code				
11 a -----						
b -----						
c -----						
d All other revenue.....						
e <b>Total.</b> Add lines 11a-11d.....						
12 <b>Total revenue.</b> See instructions.....		12,292.	0.	0.	12,292.	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.

All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

<i>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</i>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	0.	0.	0.	0.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7 Other salaries and wages				
8 Pension plan contributions (include section 401(k) and section 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal	24,000.	20,000.	4,000.	
c Accounting	1,050.		1,050.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	8,500.	8,500.		
17 Travel	469.	469.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24f. If line 24f amount exceeds 10% of line 25, column (A) amount, list line 24f expenses on Schedule O.)				
a UTILITIES	2,460.	2,460.		
b COMPUTER SERVICES	1,577.	1,577.		
c TELEPHONE	919.	919.		
d BANK CHARGES	601.		601.	
e DONATIONS	433.	433.		
f All other expenses	466.	466.		
25 Total functional expenses. Add lines 1 through 24f	40,475.	34,824.	5,651.	0.
26 Joint costs. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720). Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation				

**Part X Balance Sheet**

		(A) Beginning of year		(B) End of year		
ASSETS	1	Cash – non-interest-bearing .....	3.	1	708.	
	2	Savings and temporary cash investments .....		2		
	3	Pledges and grants receivable, net .....		3		
	4	Accounts receivable, net .....		4		
	5	Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L .....		5		
	6	Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) .....		6		
	7	Notes and loans receivable, net .....		7		
	8	Inventories for sale or use .....		8		
	9	Prepaid expenses and deferred charges .....	120,879.	9	120,879.	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	10a	756,520.		
	b	Less: accumulated depreciation .....	10b	125,791.	10c	630,729.
	11	Investments – publicly traded securities .....		11		
	12	Investments – other securities. See Part IV, line 11 .....		12		
	13	Investments – program-related. See Part IV, line 11 .....		13		
	14	Intangible assets .....		14		
	15	Other assets. See Part IV, line 11 .....	180,440.	15	180,440.	
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34) .....	936,384.	16	932,756.		
LIABILITIES	17	Accounts payable and accrued expenses .....		17		
	18	Grants payable .....		18		
	19	Deferred revenue .....		19		
	20	Tax-exempt bond liabilities .....		20		
	21	Escrow or custodial account liability. Complete Part IV of Schedule D .....		21		
	22	Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L .....	230,415.	22	256,315.	
	23	Secured mortgages and notes payable to unrelated third parties .....	1,141,633.	23	1,140,288.	
	24	Unsecured notes and loans payable to unrelated third parties .....		24		
	25	Other liabilities. Complete Part X of Schedule D .....		25		
	26	<b>Total liabilities.</b> Add lines 17 through 25 .....	1,372,048.	26	1,396,603.	
NET ASSETS OR FUND BALANCES	<b>Organizations that follow SFAS 117, check here <input type="checkbox"/> and complete lines 27 through 29 and lines 33 and 34.</b>					
	27	Unrestricted net assets .....		27		
	28	Temporarily restricted net assets .....		28		
	29	Permanently restricted net assets .....		29		
	<b>Organizations that do not follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 30 through 34.</b>					
	30	Capital stock or trust principal, or current funds .....	-435,664.	30	-463,847.	
	31	Paid-in or capital surplus, or land, building, or equipment fund .....		31		
	32	Retained earnings, endowment, accumulated income, or other funds .....		32		
	33	<b>Total net assets or fund balances.</b> .....	-435,664.	33	-463,847.	
	34	<b>Total liabilities and net assets/fund balances.</b> .....	936,384.	34	932,756.	

BAA

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response to any question in this Part XI.

1	Total revenue (must equal Part VIII, column (A), line 12)	1	12,292.
2	Total expenses (must equal Part IX, column (A), line 25)	2	40,475.
3	Revenue less expenses. Subtract line 2 from line 1	3	-28,183.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	-435,664.
5	Other changes in net assets or fund balances (explain in Schedule O)	5	0.
6	Net assets or fund balances at end of year. Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B))	6	-463,847.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response to any question in this Part XII.

1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_

If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant?  Yes  No

b Were the organization's financial statements audited by an independent accountant?  Yes  No

c If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?  Yes  No

If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

d If 'Yes' to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both:

Separate basis  Consolidated basis  Both consolidated and separate basis

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?  Yes  No

b If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.

	Yes	No
2a		X
2b		X
2c		
3a		X
3b		

BAA

**SCHEDULE A**  
(Form 990 or 990-EZ)

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

OMB No. 1545-0047

**2010**

Open to Public Inspection

Name of the organization

A GREENER GLOBE

Employer identification number

68-0320604

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions — subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
  - a  Type I
  - b  Type II
  - c  Type III — Functionally integrated
  - d  Type III — Other
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that is a Type I, Type II or Type III supporting organization, check this box.
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?.....	11 g (i)	
(ii) A family member of a person described in (i) above?.....	11 g (ii)	
(iii) A 35% controlled entity of a person described in (i) or (ii) above?.....	11 g (iii)	

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in column (i) listed in your governing document?		(v) Did you notify the organization in column (i) of your support?		(vi) Is the organization in column (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
<b>Total</b>									

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2010

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include 'unusual grants'.)						0.
2 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf.						0.
3 The value of services or facilities furnished by a governmental unit to the organization without charge.						0.
4 <b>Total.</b> Add lines 1 through 3.	0.	0.	0.	0.	0.	0.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f).						0.
6 <b>Public support.</b> Subtract line 5 from line 4.						0.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
7 Amounts from line 4.	0.	0.	0.	0.	0.	0.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources.						0.
9 Net income from unrelated business activities, whether or not the business is regularly carried on.						0.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						0.
11 <b>Total support.</b> Add lines 7 through 10.						0.
12 Gross receipts from related activities, etc (see instructions)					12	0.
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here.</b> <input checked="" type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2010 (line 6, column (f) divided by line 11, column (f)).	14	%
15 Public support percentage from 2009 Schedule A, Part II, line 14.	15	%
16a <b>33-1/3% support test – 2010.</b> If the organization did not check the box on line 13, and the line 14 is 33-1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
b <b>33-1/3% support test – 2009.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
17a <b>10%-facts-and-circumstances test – 2010.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
b <b>10%-facts-and-circumstances test – 2009.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions. <input type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal yr beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions and membership fees received. (Do not include any 'unusual grants'.)						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal yr beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 Total support. (Add lns 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here.**

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2010 (line 8, column (f) divided by line 13, column (f)).	15	%
16 Public support percentage from 2009 Schedule A, Part III, line 15.	16	%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2010 (line 10c, column (f) divided by line 13, column (f)).	17	%
18 Investment income percentage from 2009 Schedule A, Part III, line 17.	18	%

19a **33-1/3% support tests – 2010.** If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization.

b **33-1/3% support tests – 2009.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization.

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.



**SCHEDULE D  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Complete if the organization answered 'Yes,' to Form 990, Part IV, lines 6, 7, 8, 9, 10, 11, or 12.  
▶ Attach to Form 990. ▶ See separate instructions.

OMB No. 1545-0047

**2010**

Open to Public Inspection

Name of the organization

Employer identification number

A GREENER GLOBE

68-0320604

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered 'Yes' to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year.....		
2 Aggregate contributions to (during year).....		
3 Aggregate grants from (during year).....		
4 Aggregate value at end of year.....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Part II Conservation Easements.** Complete if the organization answered 'Yes' to Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply).
- Preservation of land for public use (e.g., recreation or education)       Preservation of an historically important land area
- Protection of natural habitat       Preservation of a certified historic structure
- Preservation of open space
- 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements.....	2a
b Total acreage restricted by conservation easements.....	2b
c Number of conservation easements on a certified historic structure included in (a).....	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register.....	2d

- 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_
- 4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_
- 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?.....  Yes  No
- 6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ \_\_\_\_\_
- 7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_
- 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?.....  Yes  No
- 9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered 'Yes' to Form 990, Part IV, line 8.

- 1 a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items.
- b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
- (i) Revenues included in Form 990, Part VIII, line 1..... ▶ \$ \_\_\_\_\_
- (ii) Assets included in Form 990, Part X..... ▶ \$ \_\_\_\_\_
- 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:
- a Revenues included in Form 990, Part VIII, line 1..... ▶ \$ \_\_\_\_\_
- b Assets included in Form 990, Part X..... ▶ \$ \_\_\_\_\_

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other \_\_\_\_\_

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if organization answered 'Yes' to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If 'Yes,' explain the arrangement in Part XIV and complete the following table:

	Amount
c Beginning balance.....	1c
d Additions during the year.....	1d
e Distributions during the year.....	1e
f Ending balance.....	1f

2a Did the organization include an amount on Form 990, Part X, line 21?  Yes  No

b If 'Yes,' explain the arrangement in Part XIV.

**Part V Endowment Funds.** Complete if the organization answered 'Yes' to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance.....					
b Contributions.....					
c Net investment earnings, gains, and losses.....					
d Grants or scholarships.....					
e Other expenditures for facilities and programs.....					
f Administrative expenses.....					
g End of year balance.....					

2 Provide the estimated percentage of the year end balance held as:

- a Board designated or quasi-endowment ▶ \_\_\_\_\_ %
- b Permanent endowment ▶ \_\_\_\_\_ %
- c Term endowment ▶ \_\_\_\_\_ %

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations.....
- (ii) related organizations.....

	Yes	No
3a(i)		
3a(ii)		
3b		

b If 'Yes' to 3a(ii), are the related organizations listed as required on Schedule R?.....

4 Describe in Part XIV the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.** See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land.....				
b Buildings.....				
c Leasehold improvements.....				
d Equipment.....				
e Other.....	723,518.	33,002.	125,791.	630,729.
<b>Total.</b> Add lines 1a through 1e (Column (d) must equal Form 990, Part X, column (B), line 10(c).)				630,729.

BAA

**Part VII Investments—Other Securities.** See Form 990, Part X, line 12. N/A

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A) -----		
(B) -----		
(C) -----		
(D) -----		
(E) -----		
(F) -----		
(G) -----		
(H) -----		
(I) -----		
<b>Total.</b> (Column (b) must equal Form 990 Part X, column (B) line 12.) . . . ▶		

**Part VIII Investments—Program Related.** (See Form 990, Part X, line 13) N/A

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 13.) . . . ▶		

**Part IX Other Assets.** (See Form 990, Part X, line 15)

(a) Description	(b) Book value
(1) LOAN FEES	122,019.
(2) LOANS/ATTY SERVICES	58,421.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B), line 15) . . . . . ▶	180,440.

**Part X Other Liabilities.** (See Form 990, Part X, line 25)

(a) Description of liability	(b) Amount
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 25) . . . . . ▶	

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).

<b>Part XI Reconciliation of Change in Net Assets from Form 990 to Audited Financial Statements</b>		N/A
1	Total revenue (Form 990, Part VIII, column (A), line 12)	
2	Total expenses (Form 990, Part IX, column (A), line 25)	
3	Excess or (deficit) for the year. Subtract line 2 from line 1.	
4	Net unrealized gains (losses) on investments	
5	Donated services and use of facilities	
6	Investment expenses	
7	Prior period adjustments	
8	Other (Describe in Part XIV)	
9	Total adjustments (net). Add lines 4 through 8.	
10	Excess or (deficit) for the year per audited financial statements. Combine lines 3 and 9.	

<b>Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return</b>		N/A
1	Total revenue, gains, and other support per audited financial statements	1
2 Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains on investments	2a
b	Donated services and use of facilities	2b
c	Recoveries of prior year grants	2c
d	Other (Describe in Part XIV)	2d
e	Add lines 2a through 2d	2e
3	Subtract line 2e from line 1	3
4 Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investments expenses not included on Form 990, Part VIII, line 7b	4a
b	Other (Describe in Part XIV)	4b
c	Add lines 4a and 4b	4c
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5

<b>Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return</b>		N/A
1	Total expenses and losses per audited financial statements	1
2 Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a
b	Prior year adjustments	2b
c	Other losses	2c
d	Other (Describe in Part XIV)	2d
e	Add lines 2a through 2d	2e
3	Subtract line 2e from line 1	3
4 Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investments expenses not included on Form 990, Part VIII, line 7b	4a
b	Other (Describe in Part XIV)	4b
c	Add lines 4a and 4b	4c
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5

**Part XIV Supplemental Information**

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, line 8; Part XII, lines 2d and 4b; and Part XIII, lines 2d and 4b. Also complete this part to provide any additional information.

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**SCHEDULE L**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Transactions With Interested Persons**

▶ Complete if the organization answered  
'Yes' on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c,  
or Form 990-EZ, Part V, line 38a or 40b.  
▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

OMB No. 1545-0047

**2010**

**Open to Public  
Inspection**

Name of the organization: **A GREENER GLOBE** Employer identification number: **68-0320604**

**Part I Excess Benefit Transactions** (section 501(c)(3) and section 501(c)(4) organizations only).  
Complete if the organization answered 'Yes' on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Description of transaction	(c) Corrected?	
			Yes	No
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

2 Enter the amount of tax imposed on the organization managers or disqualified persons during the year under section 4958 ..... ▶ \$

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ..... ▶ \$

**Part II Loans to and/or From Interested Persons.**  
Complete if the organization answered 'Yes' on Form 990, Part IV, line 26 or Form 990-EZ, Part V, line 38a.

(a) Name of interested person and purpose	(b) Loan to or from the organization?		(c) Original principal amount	(d) Balance due	(e) In default?		(f) Approved by board or committee?		(g) Written agreement?	
	To	From			Yes	No	Yes	No	Yes	No
	(1) JACKLYN SHEEHAN									
(2) OPERATING CAPITAL	X		250,000.	256,315.		X	X		X	
(3)										
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
<b>Total</b> .....				▶ \$	256,315.					

**Part III Grants or Assistance Benefitting Interested Persons.**  
Complete if the organization answered 'Yes' on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount and type of assistance
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		



Name of the organization

Employer identification number

A GREENER GLOBE

68-0320604

**FORM 990, PART III, LINE 4A - PROGRAM SERVICE ACCOMPLISHMENTS**

ABOUT THE ORGANIZATION AND THE BENEFITS OF RECYCLING.

DURING 2010, THE ORGANIZATION PURCHASED AND DISTRIBUTED ENERGY EFFICIENT CF BULBS TO ENCOURAGE CONSERVATION. THE ORGANIZATION WORKED WITH UMPQUA BANK'S LINCOLN, CALIFORNIA BRANCH AND THROUGH THIS ASSOCIATION AND THROUGH OTHER COMMUNITY EFFORTS THE ORGANIZATION WAS ABLE TO DISTRIBUTE MORE THAN 150,000 CFS BULBS DURING THE YEAR.

IN ADDITION, THE ORGANIZATION EXPENDED RESOURCES EXPLORING CLEAN USES OF ITS LANDFILL SITE, INCLUDING THE UTILIZATION OF SOLAR AND WIND CLEAN ENERGY TECHNOLOGY.

FINALLY, THE ORGANIZATION WORKED WITH TRI-CITY LITTLE LEAGUE TO SPONSOR A TEAM AND TO ASSIST IN PURCHASING SUPPLIES AND EQUIPMENT FOR THE LEAGUE.

**FORM 990, PART VI, LINE 11B - FORM 990 REVIEW PROCESS**

BOARD OF DIRECTORS PRESIDENT REVIEWS 990 PRIOR TO SIGNING.

**FORM 990, PART VI, LINE 19 - OTHER ORGANIZATION DOCUMENTS PUBLICLY AVAILABLE**

NO DOCUMENTS AVAILABLE TO THE PUBLIC.

IN  
MAIL TO:  
Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470  
Telephone: (916) 445-2021

WEBSITE ADDRESS:  
<http://ag.ca.gov/charities/>

## ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code  
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code Section 12586.1. IRS extensions will be honored.



State Charity Registration Number _____  <b>A GREENER GLOBE</b> <small>Name of Organization</small> <b>901 GALLERIA BLVD</b> <small>Address (Number and Street)</small> <b>ROSEVILLE, CA 95878</b> <small>City or Town</small>	Check if: <input type="checkbox"/> Change of address <input type="checkbox"/> Amended report  Corporate or Organization No. <u>1876906</u>  Federal Employer ID No. <u>68-0320604</u>
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**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)**  
 Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A – ACTIVITIES**

For your most recent full accounting period (beginning 1/01/09 ending 12/31/09) list:  
 Gross annual revenue \$ 228,400. Total assets \$ 936,384.

**PART B – STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

**Note:** If you answer 'yes' to any of the questions below, you must attach a separate sheet providing an explanation and details for each 'yes' response. Please review RRF-1 instructions for information required.

	Yes	No
1 During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest? <span style="float: right;">SEE STATEMENT 1</span>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 During this reporting period, did non-program expenditures exceed 50% of gross revenues?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If 'yes,' provide an attachment listing the name, address, and telephone number of the service provider.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 During this reporting period, did the organization hold a raffle for charitable purposes? If 'yes,' provide an attachment indicating the number of raffles and the date(s) they occurred.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Does the organization conduct a vehicle donation program? If 'yes,' provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Organization's area code and telephone number 916-632-9627

Organization's e-mail address INFO@GREENERGLOBE.ORG

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

*[Signature]* **Daniel G Steekley** *President* **5/14/10**  
 Signature of authorized officer      Printed Name      Title      Date

3/25/15

10:38AM

STATEMENT 1  
FORM RRF-1, PART B, LINE 1  
FINANCIAL TRANSACTIONS

A PORTION OF THE RENTS RECEIVED BY THE ORGANIZATION ARE PAYABLE TO A PARTY RELATED TO THE PRESIDENT OF A GREENER GLOBE. IN ADDITION, THIS INDIVIDUAL HAS ADVANCED MONEY TO THE ORGANIZATION AND REPAYMENTS HAVE OCCURRED DURING THE YEAR. DETAIL OF THE LOAN ACTIVITY DURING 2009 IS AS FOLLOWS:

OFFICER/RELATED PARTY LOANS PARTY	\$ 209,831
RENTS DUE TO OFFICER	66,000
REPAYMENTS TO OFFICER	( 45,416)
TOTAL DUE TO OFFICER/RELATED PARTY AT 12/31/09	\$ 230,415

**Short Form  
Return of Organization Exempt From Income Tax**

**2009**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code  
(except black lung benefit trust or private foundation)  
▶ Sponsoring organizations of donor advised funds and controlling organizations as defined in section 512(b)(13) must file Form 990. All other organizations with gross receipts less than \$500,000 and total assets less than \$1,250,000 at the end of the year may use this form.

Open to Public  
Inspection

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

**A** For the 2009 calendar year, or tax year beginning 2009, and ending \_\_\_\_\_

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Termination  
 Amended return  
 Application pending

**C** **Please use IRS label or print or type. See Specific Instructions.**  
**A GREENER GLOBE**  
**901 GALLERIA BLVD**  
**ROSEVILLE, CA 95878**

**D** Employer identification number  
68-0320604

**E** Telephone number  
916-632-9627

**F** Group Exemption Number \_\_\_\_\_ ▶

• **Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).**

**G** Accounting method:  Cash  Accrual  
Other (specify) ▶

**H** Check  if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

**I** Website: ▶ WWW.GREENERGLOBE.ORG

**J** Tax-exempt status (check only one) —  501(c) ( 3 ) (insert no.)  4947(a)(1) or  527

**K** Check  if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A Form 990-EZ or Form 990 return is not required, but if the organization chooses to file a return, be sure to file a complete return.

**L** Add lines 5b, 6b, and 7b, to line 9 to determine gross receipts; if \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ 228,400.

<b>Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions for Part I.)</b>		
<b>REVENUE</b>	1 Contributions, gifts, grants, and similar amounts received	1
	2 Program service revenue including government fees and contracts	2
	3 Membership dues and assessments	3
	4 Investment income	4 228,400.
	5a Gross amount from sale of assets other than inventory	5a
	b Less: cost or other basis and sales expenses	5b
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c
	6 Special events and activities (complete applicable parts of Schedule G). If any amount is from gaming, check here <input type="checkbox"/>	
	a Gross revenue (not including \$ _____ of contributions reported on line 1)	6a
b Less: direct expenses other than fundraising expenses	6b	
c Net income or (loss) from special events and activities (Subtract line 6b from line 6a)	6c	
7a Gross sales of inventory, less returns and allowances	7a	
b Less: cost of goods sold	7b	
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	
8 Other revenue (describe ▶ _____)	8	
<b>9 Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6c, 7c, and 8	<b>9 228,400.</b>	
<b>EXPENSES</b>	10 Grants and similar amounts paid (attach schedule)	10
	11 Benefits paid to or for members	11
	12 Salaries, other compensation, and employee benefits	12
	13 Professional fees and other payments to independent contractors	13 37,734.
	14 Occupancy, rent, utilities, and maintenance	14 75,834.
	15 Printing, publications, postage, and shipping	15 389.
	16 Other expenses (describe ▶ <u>SEE STATEMENT 1</u> )	16 177,172.
<b>17 Total expenses.</b> Add lines 10 through 16	<b>17 291,129.</b>	
18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18 -62,729.	
<b>NET ASSETS</b>	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19 -372,935.
	20 Other changes in net assets or fund balances (attach explanation)	20
	<b>21 Net assets or fund balances at end of year.</b> Combine lines 18 through 20	<b>21 -435,664.</b>

**Part II Balance Sheets.** If Total assets on line 25, column (B) are \$1,250,000 or more, file Form 990 instead of Form 990-EZ.  
(See the instructions for Part II.)

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	611,505.	22 606,397.
23 Land and buildings		23
24 Other assets (describe ▶ <u>SEE STATEMENT 2</u> )	329,987.	24 329,987.
<b>25 Total assets</b>	<b>941,492.</b>	<b>25 936,384.</b>
26 Total liabilities (describe ▶ <u>SEE STATEMENT 3</u> )	1,314,427.	26 1,372,048.
<b>27 Net assets or fund balances (line 27 of column (B) must agree with line 21)</b>	<b>-372,935.</b>	<b>27 -435,664.</b>



**Part V Other Information** (Note the statement requirements in the instrs for Part V.) **SEE STATEMENT 5**

	Yes	No
33 Did the organization engage in any activity not previously reported to the IRS? If 'Yes,' attach a detailed description of each activity.		X
34 Were any changes made to the organizing or governing documents? If 'Yes,' attach a conformed copy of the changes.		X
35 If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, attach a statement explaining why the organization did not report the income on Form 990-T.		
a Did the organization have unrelated business gross income of \$1,000 or more or was it subject to section 6033(e) notice, reporting, and proxy tax requirements?		X
b If 'Yes,' has it filed a tax return on Form 990-T for this year?		
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If 'Yes,' complete applicable parts of Schedule N.		X
37 a Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a 0.		
b Did the organization file Form 1120-POL for this year?		X
38 a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the period covered by this return?		X
b If 'Yes,' complete Schedule L, Part II and enter the total amount involved. ▶ 38b N/A		
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9. ▶ 39a N/A		
b Gross receipts, included on line 9, for public use of club facilities. ▶ 39b N/A		
40 a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ 0.; section 4912 ▶ 0.; section 4955 ▶ 0.		
b Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or is it aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I.		X
c Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. ▶ 0.		
d Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization. ▶ 0.		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If 'Yes,' complete Form 8886-T.		X
41 List the states with which a copy of this return is filed ▶ NONE		

42 a The organization's books are in care of ▶ TREASURER Telephone no. ▶ \_\_\_\_\_  
 Located at ▶ MAILING ADDRESS ZIP + 4 ▶ \_\_\_\_\_

	Yes	No
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If 'Yes,' enter the name of the foreign country: ▶ _____		X
See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of a Foreign Bank and Financial Accounts.		
c At any time during the calendar year, did the organization maintain an office outside of the U.S.? If 'Yes,' enter the name of the foreign country: ▶ _____		X

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here  N/A  
 and enter the amount of tax-exempt interest received or accrued during the tax year: ▶ 43 N/A

	Yes	No
44 Did the organization maintain any donor advised funds? If 'Yes,' Form 990 must be completed instead of Form 990-EZ.		X
45 Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)? If 'Yes,' Form 990 must be completed instead of Form 990-EZ.		X

**Part VI** Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 46-49b and complete the tables for lines 50 and 51.

	Yes	No
46 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I	46	X
47 Did the organization engage in lobbying activities? If 'Yes,' complete Schedule C, Part II	47	X
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E	48	X
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a	X
b If 'Yes,' was the related organization a section 527 organization?	49b	

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter 'None.'

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account and other allowances
NONE				

f Total number of other employees paid over \$100,000 ▶

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter 'None.'

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000 ▶

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer \_\_\_\_\_ Date \_\_\_\_\_

Type or print name and title \_\_\_\_\_

**Paid Preparer's Use Only**

Preparer's signature <i>Mark A. Cyr, CPA</i>	Date 3/25/15	Check if self-employed <input checked="" type="checkbox"/>	Preparer's identifying Number (See instructions) N/A
Firm's name (or yours if self-employed), address, and ZIP + 4 MARK A. CYR, CPA 5330 PRIMROSE DR STE 242 FAIR OAKS, CA 95628-3736	EIN N/A	Phone no. (916) 962-2400	

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

BAA



**Part I Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
1 Gifts, grants, contributions and membership fees received. (Do not include 'unusual grants'.)						0.
2 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf.						0.
3 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge.						0.
4 Total. Add lines 1-through 3.	0.	0.	0.	0.	0.	0.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f).						0.
6 Public support. Subtract line 5 from line 4.						0.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
7 Amounts from line 4.	0.	0.	0.	0.	0.	0.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources.	2.					2.
9 Net income from unrelated business activities, whether or not the business is regularly carried on.						0.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						0.
11 Total support. Add lines 7 through 10.						2.
12 Gross receipts from related activities, etc. (see instructions).					12	0.
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. <input checked="" type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2009 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2008 Schedule A, Part II, line 14.	15	%
16a 33-1/3 support test – 2009. If the organization did not check the box on line 13, and the line 14 is 33-1/3 % or more, check this box and stop here. The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
b 33-1/3 support test – 2008. If the organization did not check a box on line 13, or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
17a 10%-facts-and-circumstances test – 2009. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
b 10%-facts-and-circumstances test – 2008. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions. <input type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I.)

**Section A. Public Support**

Calendar year (or fiscal yr beginning in) ▶	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
<b>1</b> Gifts, grants, contributions and membership fees received. (Do not include 'unusual grants'.)						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in a activity that is related to the organization's tax-exempt purpose.						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513.						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge.						
<b>6 Total.</b> Add lines 1 through 5.						
<b>7a</b> Amounts included on lines 1, 2, 3 received from disqualified persons.						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of 1% of the amount on line 13 for the year.						
<b>c</b> Add lines 7a and 7b.						
<b>8 Public support</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal yr beginning in) ▶	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
<b>9</b> Amounts from line 6.						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources.						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						
<b>c</b> Add lines 10a and 10b.						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on.						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
<b>13 Total support.</b> (add lns 9, 10c, 11, and 12.)						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2009 (line 8, column (f) divided by line 13, column (f))	15	%
<b>16</b> Public support percentage from 2008 Schedule A, Part III, line 15	16	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2009 (line 10c, column (f) divided by line 13, column (f))	17	%
<b>18</b> Investment income percentage from 2008 Schedule A, Part III, line 17	18	%

**19a 33-1/3 support tests – 2009.** If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.

**b 33-1/3 support tests – 2008.** If the organization did not check a box on line 14 or 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.



CLIENT GREEN01

A GREENER GLOBE

68-0320604

3/25/15

10:39AM

STATEMENT 1  
FORM 990-EZ, PART I, LINE 16  
OTHER EXPENSES

BANK CHARGES.....	\$	492.
COMPUTER SERVICES.....		3,378.
DONATIONS.....		2,200.
DUES AND SUBSCRIPTIONS.....		345.
EQUIPMENT FUEL & PARTS.....		2,604.
EQUIPMENT LEASE.....		16,017.
EQUIPMENT REPAIR.....		373.
GOVERNMENT FEES.....		1,535.
INSURANCE.....		5,935.
INTEREST.....		128,082.
LANDFILL CLEANUP.....		2,282.
MISCELLANEOUS.....		1,237.
OFFICE.....		641.
OUTSIDE SERVICES.....		1,498.
STORAGE.....		1,500.
TELEPHONE.....		912.
TRAVEL.....		6,393.
UTILITIES.....		1,748.
TOTAL	\$	<u>177,172.</u>

STATEMENT 2  
FORM 990-EZ, PART II, LINE 24  
OTHER ASSETS

	BEGINNING	ENDING
LOAN FEES.....	\$ 122,019.	\$ 122,019.
LOANS/ATTY SERVICES.....	58,421.	58,421.
MISCELLANEOUS.....	28,668.	28,668.
PREPAID EXPENSES AND DEFERRED CHARGES.....	120,879.	120,879.
TOTAL	<u>\$ 329,987.</u>	<u>\$ 329,987.</u>

STATEMENT 3  
FORM 990-EZ, PART II, LINE 26  
TOTAL LIABILITIES

	BEGINNING	ENDING
PAYABLE TO OFFICERS, DIRECTORS, ETC.....	\$ 209,831.	\$ 230,415.
SECURED MORTGAGES AND NOTES PAYABLE.....	1,104,596.	1,141,633.
TOTAL	<u>\$ 1,314,427.</u>	<u>\$ 1,372,048.</u>

STATEMENT 4  
FORM 990-EZ, PART III, LINE 28  
STATEMENT OF PROGRAM SERVICE ACCOMPLISHMENTS

DURING 2009 A GREENER GLOBE CONDUCTED MEETINGS AND OPEN FORUM DISCUSSIONS ABOUT THE IMPORTANCE OF RECYCLING, AND SPENT TIME ON EDUCATIONAL MATTERS ABOUT THE VALUE OF RECYCLING. A GREENER GLOBE ALSO PARTICIPATED IN PUBLIC EVENTS WHERE INFORMATION WAS DISCUSSED. THE DISSEMINATION OF INFORMATION AND BROCHURES WAS BILINGUAL, SERVING BOTH THE ENGLISH AND SPANISH SPEAKING.

2009

FEDERAL STATEMENTS

CLIENT GREEN01

A GREENER GLOBE

3/25/15

STATEMENT 4 (CONTINUED)  
FORM 990-EZ, PART III, LINE 28  
STATEMENT OF PROGRAM SERVICE ACCOMPLISHMENTS

INFORMATION WAS DISTRIBUTED AT EVENTS ATTENDED BY THOUSANDS OF PEOPLE, THUS MAKING IT DIFFICULT TO QUANTIFY THE ACTUAL NUMBER OF PEOPLE REACHED. AMONG THE MAJOR EVENTS PARTICIPATED IN BY A GREENER GLOBE WERE THE FOLLOWING:

- THE LOOMIS, CA ST. PATRICK'S DAY PARADE
- THE CHILDREN'S EASTER DAY IN SACRAMENTO, CA
- THE EARTH DAY EVENT IN DAVIS, CA
- THE CINCO DE MAYO EVENT IN STOCKTON, CA
- THE FLAG DAY EVENT IN ROSEVILLE, CA
- THE ROSEVILLE FLEA MARKETS IN ROSEVILLE, CA
- THE LABOR DAY EVENT IN NICOLAUS, CA
- FARMERS MARKETES IN PLACER COUNTY, CA

A GREENER GLOBE MAINTAINED INFORMATIONAL BOOTHS AT THESE EVENTS IN WHICH BROCHURES WERE DISTRIBUTED AND VARIOUS TALKS WERE GIVEN THE HIGHLIGHT THE BENEFITS OF RECYCLING.

IN ADDITION, A GREENER GLOBE MAINTAINS A WEB SITE IN WHICH USERS CAN FIND OUT MORE ABOUT THE ORGANIZATION AND THE BENEFITS OF RECYCLING.

DURING 2009, THE ORGANIZATION PURCHASED AND DISTRIBUTED ENERGY EFFICIENT CF BULBS TO ENCOURAGE CONSERVATION. THE ORGANIZATION WORKED WITH UMPQUA BANK'S LINCOLN, CALIFORNIA BRANCH AND THROUGH THIS ASSOCIATION AND THROUGH OTHER COMMUNITY EFFORTS THE ORGANIZATION WAS ABLE TO DISTRIBUTE MORE THAN 150,000 CFS BULBS DURING THE YEAR.

IN ADDITION, THE ORGANIZATION EXPENDED RESOURCES EXPLORING CLEAN USES OF ITS LANDFILL SITE, INCLUDING THE UTILIZATION OF SOLAR AND WIND CLEAN ENERGY TECHNOLOGY.

FINALLY, THE ORGANIZATION WORKED WITH TRI-CITY LITTLE LEAGUE TO SPONSOR A TEAM AND TO ASSIST IN PURCHASING SUPPLIES AND EQUIPMENT FOR THE LEAGUE.

STATEMENT 5  
FORM 990-EZ, PART V  
REGARDING TRANSFERS ASSOCIATED WITH PERSONAL BENEFIT CONTRACTS

- (A) DID THE ORGANIZATION, DURING THE YEAR, RECEIVE ANY FUNDS, DIRECTLY OR INDIRECTLY, TO PAY PREMIUMS ON A PERSONAL BENEFIT CONTRACT?..... NO
- (B) DID THE ORGANIZATION, DURING THE YEAR, PAY PREMIUMS, DIRECTLY OR INDIRECTLY, ON A PERSONAL BENEFIT CONTRACT?..... NO



# Placer County Counsel

COUNTY ADMINISTRATIVE CENTER • 175 FULWEILER AVENUE  
AUBURN, CALIFORNIA 95603-4581  
(530) 889-4044 • FAX: (530) 889-4069

ANTHONY J. La BOUEFF  
County Counsel

GERALD O. CARDEN  
Chief Deputy

August 17, 1998

Daniel Sheehan  
A Greener Globe  
6355 Dorne's Road  
Lincoln, California 95648

Re: APN 015-100-048-000  
901 Harding Boulevard, Roseville

Dear Mr. Sheehan:

In our meeting on July 21, 1998, with the Auditor's Office and the Assessor's Office, A Greener Globe's claim for a refund of taxes, penalties and interest paid in its recent tax redemption of the above-referenced property was discussed. To prevent the tax sale of the property, A Greener Globe paid \$138,078.88 which represented the defaulted taxes from 1992-1996. At that meeting, you indicated that you felt A Greener Globe was entitled to a refund since the property was over-assessed and was originally assessed under questionable circumstances.

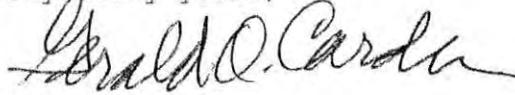
The Assessor is unable to change the tax roll under the applicable State statutes. There is a strict statute of limitations allowed to contest reassessments and that period has long passed. However, the County does have authority to grant relief from penalties and interest under certain circumstances. In our telephone conversation on August 4, 1998, I discussed this as a basis for settlement with you and you stated that this would be acceptable to A Greener Globe.

Enclosed please find a Release of All Claims prepared to finally resolve this dispute. As you can see, the refund of penalties and interest amounts to \$59,490.00. Please have the Release signed and returned to me. Once I receive the executed Release, I will forward to you a draft made payable to A Greener Globe.

Daniel Sheehan  
A Greener Globe  
August 17, 1998  
Page 2

Thank you for your attention to this matter.

Very truly yours,



GERALD O. CARDEN  
Chief Deputy County Counsel

GOC/jmc  
cc: Kimbuck Williams, Auditor Controller

# A GREENER GLOBE

A CALIFORNIA PUBLIC BENEFIT NON-PROFIT CORPORATION

6355 Dornes Road, Lincoln, California 95648-9543

## Notice of Corporate Resolution: Dated April 22, 2006 Point of Order at Hand:

On advice of our Attorney, A Greener Globe hereunder, mindful of the intent of the parties to that certain Letter of Agreement of July 4<sup>th</sup>. 1995. and the agreement of November 17<sup>th</sup>.1995.

- The letter of agreement between A Greener Globe Corporation and Daniel G. Sheehan was writer/signed on July 4<sup>th</sup>. 1995, well before A Greener Globe had any property, or any thought of how it might acquire any such property. Daniel G. Sheehan's offer to A Greener Globe Corporation was in effect a gift of the results of Daniel's own hard work and insight to acquire assets. Daniel offered to share these assets with A Greener Globe Corporation. (Assets which Daniel did not have to share with A Greener Globe.)
- 
- The offer was straight forward; Daniel found a Federal Agency (FDIC) that had properties in foreclosure all around the United States. The FDIC was taking back properties every day. The FDIC offered to sell to Daniel G. Sheehan that 25+-acre property, "The Berry Street Mall Inc." Daniel offered a Parcel of this Property to A Greener Globe, (PARCEL B) 5+-acres. (PARCEL A) went to Daniel Sheehan. 20+-acres. Daniel spent countless hours in his attempt to acquire this property from the FDIC for Daniel's own use a, "Tree Nursery."
- Once the Berry Street Mall Inc Property was offered by the FDIC to Daniel, He told A Greener Globe about the Berry Street Mall property, they wanted nothing to do with "A Landfill Dump". Daniel said he did not need the Transfer Building but AGG might be able to use the transfer station property for a recycling center. Daniel came up with an idea where A Greener Globe could have its recycling and Daniel could have his tree nursery.
- 
- The "PROPERTY" is, shown as PARCEL A on exhibit A. The property is part of APN #015-100-048. 20+- Gross Acres 1038.77 feet, frontage along Galleria Blvd.
- The "NURESRY" site is shown as PARCEL B. the nursery site is also part of APN #015-100-048. 6+- Gross Acres 206.41 feet, frontage along Galleria Blvd.
- In consideration of all Daniel had done for A Greener Globe since it's incorporation in 1993, the parties agreed to:
  - a) If/when the Property is sold (Parcel A); A Greener Globe would receive 50% of Daniel's share of that sale, after all cost of sale and/or development fees.

- b) Daniel's share will be less than the 100%, as Daniel will be required to divide his share when others help in the development of the property. Therefore, A Greener Globe would receive less than 50% of the whole development. Should Daniel decide not to sell his interest in the development, but opt to rent/lease his share in the developed property, A Greener
- c) Globe would receive nothing, until Daniel sold his share of the property.
- d) Daniel was granted the exclusive right to develop the property.
- e) Rents, Lease Payments from the property; Any and all rents and lease payments are the property of Daniel G. Sheehan.
- f) A Greener Globe was/is responsible for all up keep on the landfill site, taxes & any other cost at the landfill, as long as the parcel is vacant. Once any development starts these costs will no longer be the responsibility of A Greener Globe.

In the agreement of employment written dated November 17<sup>th</sup> 1995, Was for Gainful Employment for Mr. Sheehan. A 50 (fifty) hour week load with 10 (the) hours of overtime. Starting wage was to be \$18.00 per hour and \$27.00 for overtime hours. Each 3 years an additional \$4.00 would be added each 3 year cycle of his employment. Should A Greener Globe be unable to pay Mr. Sheehan the total amount timely, the amount would be logged into and Mr. Sheehan can at anytime he wished to file a deed against the property, which would be paid out of any sale of the property.

**DISCUSSION;**

Wyla: Daniel, How much have you been paid to date?

Daniel: Nothing !

Larry: How was the paid?, and when did you start?

Daniel: It was to start in December of 1995.. pay was \$18.00 per hour

Larry: Where did that amount \$18.00 per hour come from?

Daniel: That was the rate for just running the scale at most dumps.

Wyla; how much have you been paid up today (April 22, 2006)

Daniel; from AGG nothing.

Wyla, let's see if we can get this paid.

Daniel; We don't get enough rent to do anything.

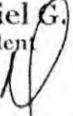
Larry; Can you just put it on a deed or something.

Daniel; As long as we all agree.

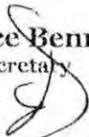
Larry / Wyla: Daniel put it on a deed against AGG, We can get you paid that way.

- 
- This Resolution covers all matters required by the by-laws.
- 
- Authority is granted under this Corporate Resolution.
- 
- Vote Count: Yes 2 No none abstained 1 Daniel G. Sheehan
- 
- Resolution Passed
- 

Daniel G. Sheehan  
President



Lawrence Benninger  
Secretary

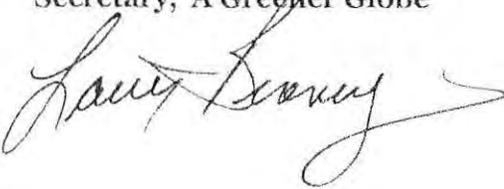


Wyla Beatty  
Treasurer



With his signature, the Secretary of A Greener Globe Corporation, Herein certifies to the correctness of this vote by the Board of Directors.

Larry Benninger  
Secretary, A Greener Globe



## A GREENER GLOBE CORPORATION

First Board of Directors meeting held on Thursday January 20, 1994  
at 4450 Wise Road, Lincoln, CA. 95648

The purpose of this first meeting, is to;

1) Under A Greener Globe's bylaws Article 4, Section 2. The Directors shall a) Select b) Vote for c) Fill the vacancies of the Office of the President, Secretary, and Chief Financial Officer (Treasurer).

2) Conduct any other business brought before the elected Board of Directors.

3) Anticipated new business to be reviewed by the Board Of Directors at this first meeting;

a) Selection of an "Executive Committee".

b) Creation of an "Advisory Committee".

c) Select bank for deposits of funds, and checking account.

The Executive Committee according to A Greener Globe's bylaws, when designated by the Board Of Directors, may delegate to this Executive Committee any and all of the powers and authority of the board in the management of the business and affairs of the corporation, except those powers and authority listed in Article 5 Section 1. a), b), c), d), e), f), g) and h).

The Advisory Committee is allowed under Section 2, of Article 5. A Greener Globe Corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. Such other committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

MINUTES OF FIRST BOARD OF DIRECTORS MEETING, HELD ON JANUARY 20,  
1994 AT 4450 WISE ROAD, LINCOLN CA. 95648

ATTENDANCE;

STEVE J BOYCE  
JACKLYN C. SHEEHAN  
GLEN RILEY  
LISA RILEY  
DANIEL G. SHEEHAN

- 1-MEETING CALLED TO ORDER BY STEVEN BOYCE PRESIDENT AT 6:22 PM.
  - 2-TREASURES REPORT BY JACKLYN C. SHEEHAN...BALANCE OF \$1,599.52
  - 3-DANIEL SHEEHAN REPORTED THAT SEVERAL CONTAINER COMPANIES HAVE SHIPPED OR WILL SHIP SAMPLE RECYCLE CONTAINERS FOR THE B/O/D REVIEW.
  - 4-EXECUTIVE COMMITTEE RESPONSIBILITIES WERE DISCUSSED PER ARTICLE 12, SECTION 1. THE MAJORITY VOTED IN FAVOR OF STEVEN AND JACKLYN SERVING ON THIS COMMITTEE.
  - 5-ADVISORY COMMITTEE WAS FORMED, DANIEL REPORTED CONTACTING INTERESTED PARTIES WILLING TO SERVE ON SUCH A COMMITTEE.
  - 6-SEVERAL IDEAS WERE DISCUSSED ON WAYS TO GET A GREENER GLOBE MOVING WITH IT'S RECYCLING PROGRAMS,- EDDIE PICKETT WOULD CHECK WITH CAL-TRANS ON RECYCLING TIRES.- LISA WOULD CHECK WITH ALBERTSONS AT FOLSOM TO SEE IF A COLLECTION BIN COULD BE PLACED IN THEIR LUNCH ROOM. -DANIEL WOULD CHECK WITH ALTA CALIFORNIA REGIONAL CENTER FOR THE SAME.-STEVE TALKED ABOUT DANIEL SEEING CAMPBELL SOUP CO. TO SEE ABOUT THEM GIVING SMALL DONATION OF THEIR COUPON BUSINESS.
- 7-MEETING ADJOURNED AT 7:07 PM

From: Daniel Sheehan, Agreement to develop/rent/sale property of A Greener Globe Corporation dated July 4, 1995

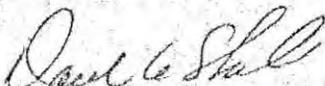
To: Steven Boyce president and The Board of Directors, of A Greener Globe Corporation. Your B of D meeting of June 30 1995, and the discussions both before and after that meeting regarding purchase by AGG of property and rights of Daniel Sheehan.

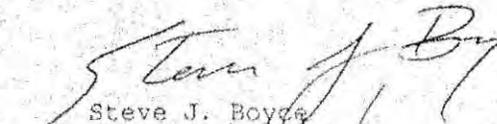
There were several discussions about A Greener Globe's purchase of the old Berry Street Mail Transfer Station, and the old dump property. You must remember the only thing that the FDIC has for sale is the NOTE against the entire 25+- acres. When and if A Greener Globe foreclosed on the note all the junior notes/deeds of trust would be paid to AGG or lost, and the property would be lien free. Except any tax liability.

I have been in phone contact with the FDIC in regards to that proposed sale of the note. I think I can get them to finance the project if A Greener Globe is willing to pay another 50,60 thousand for the financing. I was told by other sources that the FDIC can not foreclose on any note/deed of trust, that covers a dump or other hazardous because it could violate the federal super fund clean up act. Don't quote me on this, it's just what I've been told by several people who should know. In fact the people at the transfer station think/know that to be the truth, and that's why the Berry Street Transfer Station people have not been making any payments what so ever, they have been using the Transfer Station, and making money all this time.

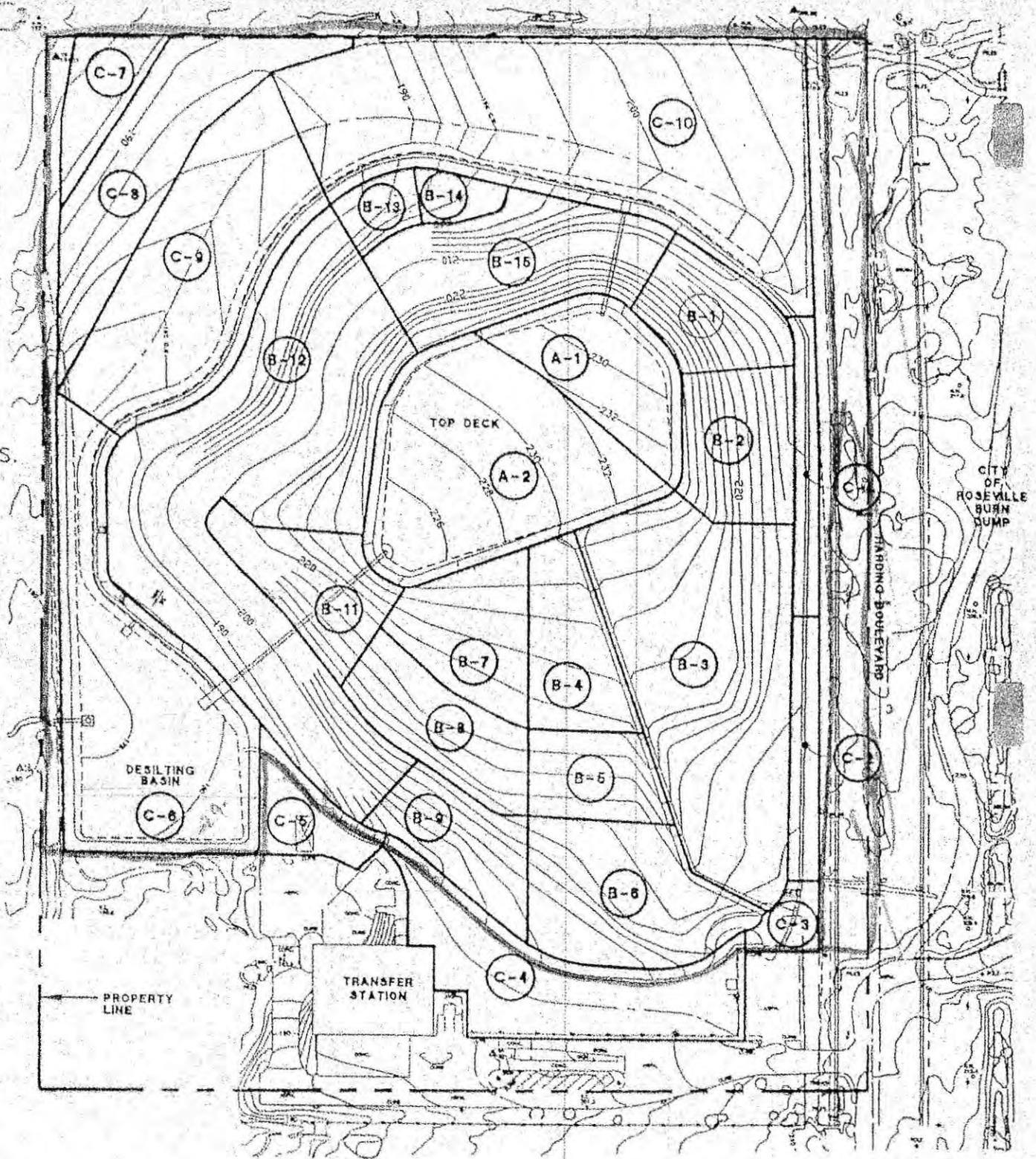
The Board has been concerned about what to do with the Dump site. the Board stated they don't want the dump/landfill property as you have said it will take about 30 years to cook, and then moneys to do something with. However there is some usable flat land on the other side of the hill, and behind the hill and the hill it's self, that I could use. You know I've been working for only a promise since 1993. What I want is all the land on the right hand side of the transfer station, from the side gate at the front of the property following down the ditch to the disilting basin, around the basin to the back fence of the property. (See exhibit A of soil loss map BAS.)

In consideration of the work I have performed since 1993 and for the work of locating, and handling the sale of this property to A Greener Globe, Daniel Sheehan is herein given the right of development, use of said property, and all monies from rent he may receive. those funds will be the property of Daniel Sheehan. Upon sale of the property A Greener Globe will receive 50% of Daniel Sheehan's share. Daniel does have the rights to joint-venture the sale or development of the property with A Greener Globe Corporation receiving 50% of Daniel Sheehan's share. Daniel will continue to work with the FDIC, and will deliver the 25+- acre property at 901 Harding Blvd. to A Greener Globe with a price and terms agreeable to A Greener Globe. Should A Greener Globe desire not to purchase the property, A Greener Globe will allow Daniel Sheehan to acquire the entire 25+- acre property on his own, and for his own, with no liability whatsoever to A Greener Globe. This agreement develop, use, sale, with/without partners covers part of 25+- acre parcel as shown on Exhibit A attached hereto.

  
Daniel G. Sheehan  
Dated: July 4, 1995

  
Steve J. Boyce  
Dated: 7/4/95

N  
N.T.S.



**LEGEND**

- STUDY SUBAREA BOUNDARY
- (A-1) — STUDY SUBAREA DESIGNATION

**EXHIBIT A**

FIGURE 4-7

**SOIL LOSS  
POTENTIAL MAP**

BERRY STREET MALL LANDFILL



BRYAN A. STIRRAT & ASSOCIATES  
CIVIL AND ENVIRONMENTAL ENGINEERS

year	wk	hours	\$ per hour	\$ per week	annual wages	OT hr.	ot pay hr.	ot wk	total nav	pay taken
1996	52	40	18.00	720.00	37,440.00	10	27.00	270.00		0.00
1997	52	40	18.00	720.00	37,440.00	10	27.00	270.00		
1998	52	40	18.00	720.00	37,440.00	10	27.00	270.00		
1999	52	40	22.00	880.00	45,760.00	10	33.00	330.00		
2000	52	40	22.00	880.00	45,760.00	10	33.00	330.00		
2001	52	40	22.00	880.00	45,760.00	10	33.00	330.00		
2002	52	40	26.00	1,040.00	54,080.00	10	39.00	390.00		
2003	52	40	26.00	1,040.00	54,080.00	10	39.00	390.00		
2004	52	40	26.00	1,040.00	54,080.00	10	39.00	390.00		
2005	52	40	30.00	1,200.00	62,400.00	10	45.00	450.00		
2006	52	40	30.00	1,200.00	62,400.00	10	45.00	450.00		
2007	52	40	30.00	1,200.00	62,400.00	10	45.00	450.00		
2008	52	40	34.00	1,360.00	70,720.00	10	51.00	510.00		
2009	52	40	34.00	1,360.00	70,720.00	10	51.00	510.00		
2010	52	40	34.00	1,360.00	70,720.00	10	51.00	510.00		
2011	52	40	38.00	1,520.00	79,040.00	10	57.00	570.00		
2012	52	40	38.00	1,520.00	79,040.00	10	57.00	570.00		
2013	52	40	38.00	1,520.00	79,040.00	10	57.00	570.00	81,197.00	
2014	52	40	41.00	1,640.00	85,280.00	10	61.50	615.00	87,606.50	0.00
2015	52	40	41.00	1,640.00	85,280.00	10	61.50	615.00	87,606.50	0.00
2016	52	40	41.00	1,640.00	85,280.00	10	61.50	615.00	87,606.50	0.00

*WALTS  
Reduced to 0 net*

Value as of Jan 1st 2015	without interest	1,164,582.50
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# A GREENER GLOBE

A CALIFORNIA PUBLIC BENEFIT NON-PROFIT CORPORATION  
6355 Dornes Road, Lincoln, California 95648-9543

## Notice of Corporate Resolution: Dated April 22, 2006 Point of Order at Hand:

On advice of our Attorney, A Greener Globe hereunder, mindful of the intent of the parties to that certain Letter of Agreement of July 4<sup>th</sup>. 1995. and the agreement of November 17<sup>th</sup>.1995.

- The letter of agreement between Daniel G. Sheehan and A Greener Globe was written/signed on July 4<sup>th</sup> 1995. Daniel thought of how it might affect A Greener Globe Corporation was in order to acquire assets. Daniel offered to sell (Assets which Daniel did not

(UNRECORDED) OF  
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907  
A) OLMO D BY  
D GS

Daniel G. Sheehan was not to sell any property, or any other man's offer to A Greener Globe. Daniel's hard work and insight to A Greener Globe Corporation.

- The offer was straight forward. Daniel had properties in foreclosure all around the country. The FDIC offered to sell to Daniel. Daniel offered a parcel of this property to A Greener Globe, (PARCEL B) 5+- acres. (PARCEL A) went to Daniel Sheehan. 20+-acres. Daniel spent countless hours in his attempt to acquire this property from the FDIC for Daniel's own use a, "Tree Nursery."
- Once the Berry Street Mall Inc Property was offered by the FDIC to Daniel, He told A Greener Globe about the Berry Street Mall property, they wanted nothing to do with "A Landfill Dump". Daniel said he did not need the Transfer Building but AGG might be able to use the transfer station property for a recycling center. Daniel came up with an idea where A Greener Globe could have its recycling and Daniel could have his tree nursery.
- The "PROPERTY" is, shown as PARCEL A on exhibit A. The property is part of APN #015-100-048. 20+- Gross Acres 1038.77 feet, frontage along Galleria Blvd.
- The "NURESRY" site is shown as PARCEL B. the nursery site is also part of APN #015-100-048. 6+- Gross Acres 206.41 feet, frontage along Galleria Blvd.
- In consideration of all Daniel had done for A Greener Globe since it's incorporation in 1993, the parties agreed to:
  - a) If/when the Property is sold (Parcel A); A Greener Globe would receive 50% of Daniel's share of that sale, after all cost of sale and/or development fees.

- b) Daniel's share will be less than the 100%, as Daniel will be required to divide his share when others help in the development of the property. Therefore, A Greener Globe would receive less than 50% of the whole development. Should Daniel decide not to sell his interest in the development, but opt to rent/lease his share in the developed property, A Greener
- c) Globe would receive nothing, until Daniel sold his share of the property.
- d) Daniel was granted the exclusive right to develop the property.
- e) Rents, Lease Payments from the property; Any and all rents and lease payments are the property of Daniel G. Sheehan.
- f) A Greener Globe was/is responsible for all upkeep on the landfill site, taxes & any other cost at the landfill, as long as the parcel is vacant. Once any development starts these costs will no longer be the responsibility of A Greener Globe.

In the agreement of employment written dated November 17<sup>th</sup> 1995, Was for Gainful Employment for Mr. Sheehan. A 50 (fifty) hour week load with 10 (the) hours of overtime. Starting wage was to be \$18.00 per hour and \$27.00 for overtime hours. Each 3 years an additional \$4.00 would be added each 3 year cycle of his employment. Should A Greener Globe be unable to pay Mr. Sheehan the total amount timely, the amount would be logged into and Mr. Sheehan can at anytime he wished to file a deed against the property, which would be paid out of any sale of the property.

DISCUSSION;

Wyla: Daniel, How much have you been paid to date?

Daniel: Nothing !

Larry: How was the pay?, and when did you start?

Daniel: It was to start in December of 1995.. pay was \$18.00 per hour

Larry: Where did that amount \$18.00 per hour come from?

Daniel: That was the rate for just running the scale at most dumps.

Wyla; how much have you been paid up today (April 22, 2006)

Daniel; from AGG nothing.

Wyla, let's see if we can get this paid.

Daniel; We don't get enough rent to do anything.

Larry; Can you just put it on a deed or something.

Daniel; As long as we all agree.

Larry / Wyla: Daniel put it on a deed against AGG, We can get you paid that way.

- 
- This Resolution covers all matters required by the by-laws.
- 
- Authority is granted under this Corporate Resolution.
- 
- Vote Count: Yes 2 No none abstained 1 Daniel G. Sheehan
- 
- Resolution Passed
- 

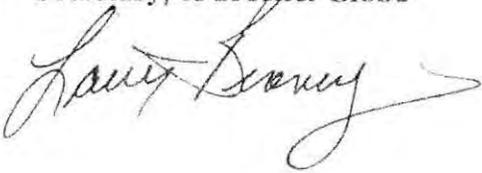
Daniel G. Sheehan  
President

Lawrence Benninger  
Secretary

Wyla Beatty  
Treasurer

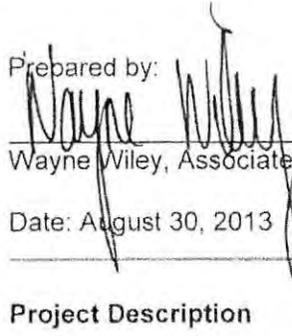
With his signature, the Secretary of A Greener Globe Corporation, Herein certifies to the correctness of this vote by the Board of Directors.

Larry Benninger  
Secretary, A Greener Globe



**TENTATIVE PARCEL MAP STAFF REPORT**

Prepared by:

  
Wayne Wiley, Associate Planner

Approved by:

  
Chris Burrows, Planning Manager

Date: August 30, 2013

**Project Description**

**Owner/Applicant:** Dan Sheehan; A Greener Globe, California Corporation

**Date Filed:** June 5, 2013

**File/Project Number:** 2013PL-041 (SUB-000180)

**Citywide Job Number:** 130121

**Project Name, Address & Location:** Greener Globe Tentative Parcel Map; 901 Galleria Boulevard

**Request:** The applicant requests approval of a Tentative Parcel Map to subdivide a 25 acre parcel into two lots.

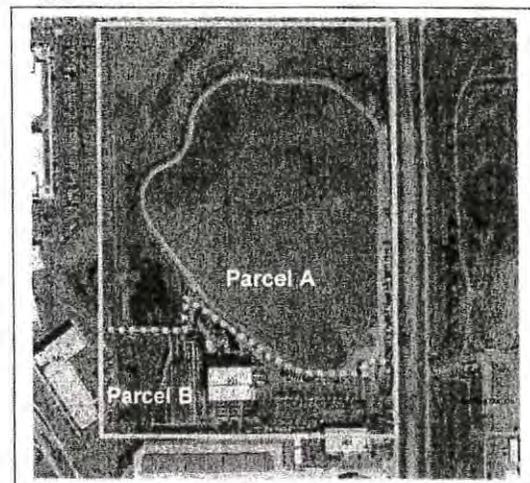
**Environmental Determination:** The application is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines per Section 15315 pertaining to minor land divisions and pursuant to Section 305 of the City of Roseville CEQA Implementing Procedures.

**BACKGROUND**

The subject property is a 25.26 acre parcel located at 901 Galleria Boulevard within the Infill area of the City. The site has a General Plan Land Use designation of Transfer Station (TS) and is zoned General Industrial (M2). A closed landfill (commonly referred to as the Berry Street Landfill) is located on the northern portion of the site encompassing approximately 19 acres, and a 14,000 square foot nursery (Green Acres) is located on the southern five acres of the site. Due to the presence of the closed landfill, land use and development over the site is regulated by the State of California Integrated Waste Management Board (CIWMB), the California Regional Water Quality Control Board (RWQCB), and the Placer County Local Enforcement Agency (LEA). In addition, the maintenance and monitoring of the site is outlined in the "Final Post-Closure Maintenance Plan of the Berry Street Mall Landfill."

The current request is to subdivide the existing parcel into two lots, resulting in the formation of Parcel A (20.2 acres) and Parcel B (5.4 acres). After receiving notice of the project, the LEA contacted staff regarding concerns over continued access to the landfill gas and groundwater monitoring wells that would be located on the newly configured southern parcel (Parcel B). However, after further review, it was determined that no change to the monitoring plan was necessary at this time.

Figure 1: Vicinity Map



## **EVALUATION**

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made to approve or conditionally approve a Tentative Parcel Map. The three findings are listed below in ***bold italic text*** and are followed by an evaluation of the map in relation to each finding.

- 1. The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative parcel map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan or any applicable Specific Plan for the area, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

**Parcel size, design, configuration, location, orientation, and character:** The General Plan and Zoning Ordinance do not establish minimum lot sizes for parcels with a General Industrial or Transfer Station designation. Instead the City reviews tentative maps on a case-by-case basis to ensure the parcels are of adequate size for development.

As indicated in the project description and shown in Exhibit A, the applicant proposes to subdivide the existing 25 acre property into two parcels. A Design Review Permit (DRPMOD 03-02) was approved and effectuated for the existing building, and the proposed parcel configuration will conform to the approved site design. As demonstrated on the Tentative Parcel Map, the proposed parcel boundaries for Parcels A and B are adequately sized for the existing development.

**Grading and Drainage:** No grading is proposed with this request. However, with recordation of the proposed Parcel Map, the grading configuration will result in cross-lot drainage between Parcels A and B. As such, the project has been conditioned to record a reciprocal drainage agreement (see Condition #2).

**Access & Circulation:** Access to the project site is provided via one driveway off Galleria Boulevard (located on Parcel B), and per the Post-Maintenance Closure Plan, access to Parcel A will need to be provided through Parcel B. As such, Condition #2 requires the recordation of a reciprocal access agreement between the two parcels. In addition, the parcel configuration will require that cross lot access be provided to the three monitoring well sites located on Parcel B. To ensure that all well sites are accessible from Parcel A (regardless of future ownership of the subject parcels), Condition #3 requires that a note be added to the map that states a reciprocal access agreement will be recorded between the two parcels to provide access to the well sites for monitoring and maintenance purposes (see Attachment 1).

**Improvements:** Access, improvements, and utility infrastructure necessary to serve the existing development on Parcel B was approved during the original entitlement process. The proposed Tentative Parcel Map does not require any changes to the approved site improvements, nor does staff recommend any improvements in conjunction with the Tentative Parcel Map.

- 2. The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or some other physical condition of the area.***

The proposed parcels are of sufficient size and shape to accommodate existing and future development; however, in order for future development to occur the Closure Plan will need to be amended. As discussed above, the existing development on Parcel B was previously approved and found to be consistent with the City's policies and standards. In addition, the LEA, CIWMB and RWQCB required a post-closure land use and maintenance plan for the project to ensure that any

activities on the site would be consistent with State standards for closed landfills. Accordingly, any subsequent plans for development must be submitted by the property owner to these agencies and the City, and approved by the agencies prior to initiation of any new activities onsite.

**3. The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, Pursuant to Division 7 of the water code.**

Anticipated water quality impacts and discharge of waste are not affected by the proposed Tentative Parcel Map. The design of the sewer lines in the project area and treatment capacity at the City's sewage treatment plant have adequate conveyance and capacity to accommodate existing development on the proposed parcels created by the Tentative Parcel Map.

Based on the above information, staff finds the Tentative Parcel Map consistent with the existing development pattern and supports the request as proposed.

In addition to the criteria noted above:

- There were no additional comments or issues raised by other City Departments not noted within.
- A Notice of Intent to Approve the proposed project was distributed to property owners within a 300 foot radius of the site. To date, no comments or issues were raised by adjacent property owners or interested individuals.

**NOTICE OF ACTION**

The Tentative Parcel Map is hereby approved as the required findings, noted above, can be made based on the analysis contained in the staff report, and as conditioned below.

**CONDITIONS FOR FILE # 2013PL-041 (SUB-000180)**

1. The Tentative Parcel Map is approved as shown in Exhibit A, and as conditioned or modified below. (Planning)
2. This map shall be valid for a period of two (2) years from this date and shall expire on **August 30, 2015**. Prior to said expiration date, the applicant may apply for an extension of time, provided however, that this approval shall be extended for no more than six (6) years from **August 30, 2015**. (Planning)
3. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
4. All parcels/lots shall have rights of reciprocal access and drainage. A separate agreement to this effect shall be submitted to the City as a part of the final/parcel map submittal. Said agreement shall be in a form acceptable to the City Attorney and referenced on the face of the recorded map. (Planning, Engineering)
5. A note shall be added to the map stating that a reciprocal access agreement shall be provided allowing access to the well sites on Parcel B for maintenance and monitoring purposes. (Planning, Engineering)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

## Agreement Re: Site Area Grading & Drainage

The Current, "Overall Developed Site Area Grading & Drainage Plan" for the improvement Plans, Green Acres Nursery & Supply dated March 2003, are still in effect. There are no Plans, Proposed or Tentative of any kind for the property.

The current Grading & Drainage Plan will not be changed, without the City of Roseville permit to do so.

### AGREEMENT TO COMBINE THE EFFORTS FOR A COMMON PURPOSE

In the event that either or both of the new parcels are sold, A Greener Globe hereby agrees to insert such language placed on both parcels to insure both parcels would combine their efforts to insure an orderly compliance for either party to develop his/her property. This provision once in place shall last the duration of the development of both parcels.

Dated : November 5<sup>th</sup>. 2013

A Greener Globe

  
By: Daniel G. Sheehan

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

**Agreement Re Granting an Easement at 901 Galleria Blvd., Roseville, CA.**

A Greener Globe is the owner of both proposed parcels and has applied to The City of Roseville for a Minor Lot Division (Greener Globe Parcel Map SUB000180) to divide the single parcel into two parcels. The Northern Parcel contains a closed Landfill. The Southern Parcel will not contain any portion of the closed landfill and this Southern Parcel is not environmentally impaired but access is granted for the purposes of monitoring existing Gas Probe GP-4 and existing groundwater monitoring wells GW-3 and GW-4 as part of the monitoring program for the landfill on the Northern Parcel.

**AGREEMENT TO GRANT EASEMENT**

1) In the event that either or both of the new parcels are sold, A Greener Globe hereby agrees to the granting of An Access Easement to the owner of the Northern Parcel to enter the Southern Parcel for the purposes of monitoring and maintenance of existing Gas Probe GP-4 and existing groundwater monitoring wells GW-3 and GW-4 as part of the monitoring program for the landfill on the Northern Parcel. All relevant public agencies may enjoy this easement to conduct inspections for necessary compliance for the landfill, with reasonable notice and at a time to minimize the disruption to the business of the tenant on the Southern Parcel.

2) **Duration of Easement.** This easement shall exist as long as the existing landfill is considered a threat to human health and/or the environment.

3) **Binding.** These easements and obligations are binding on the successors in interest of the parties hereto and are appurtenant to the land.

Dated: August 20, 2013

A Greener Globe

By: David A. Steinhilber

**THIS PACKET IN ITS ENTIRETY MUST BE PRESENTED TO THE CLERK-RECORDER WITH MAP UPON SUBMITTAL OF MAP FOR RECORDATION**

\*\*This page for Tax Collector Use Only\*\*

\*\*This is a one-sided sheet\*\*

**PLACER COUNTY TAX COLLECTOR - TAXES, ASSESSMENTS AND FEES DUE AND PAYABLE**

NAME OF DEVELOPMENT/PARCEL MAP:		SUB_000180	
ASSESSOR'S PARCEL PARCEL NUMBER:		015-100-048-000	
Prior Years On Roll:	Year(s): _____	By date: _____	\$0.00
	Asmt		
Current Year On Roll:	Year: <u>2013/2014</u>	By date: <u>12/10/13</u>	\$11,118.58
	015-100-048-000		
	Asmt		
Supplemental On Roll:	Year: _____	By date: _____	\$0.00
	Asmt		
Supplemental On Roll:	Year: _____	By date: _____	\$0.00
	Asmt		
Other On Roll:	Year: _____	By date: _____	\$0.00
	Asmt		
Processing Fee- TTC (Code PT):	Previous: _____		\$296.00

**PLACER COUNTY TAX COLLECTOR ESTIMATE TAX LIENS (NOT YET ON ROLL):**

<u>Assessment:</u>	<u>Year:</u>	<u>Value:</u>	<u>Tax Rate:</u>	<u>Proration:</u>	<u>T/C Est:</u>
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Secured:

Total on Right Includes Direct Charges as listed below and on additional sheet

<u>Estimate of Secured Direct Charges:</u>	Tax Code	Tax Code
see additional sheet if necessary	Tax Code	Tax Code
<u>1915 Bond Assessments:</u>	Tax Code	Tax Code

NOTE: \_\_\_\_\_

**Total Amount Due:**

**\$11,414.58**

Payable by cash or cashier's check to the Placer County Tax Collector

**Tax Certification**

**Expiration Date:**

12/3/2013  
Due Date

Date Paid: \_\_\_\_\_  
(Tax Collector Stamp for recordation)

\*Please Note-Some payments may be estimates only. There may be additional supplemental/escape assessments not covered by this certification that may create additional billings that will be due by the Assessee.

Placer County Tax Collector

Deputy: \_\_\_\_\_ N Moles *NM* *OK* Date: 10/28/13 Control #: 13-063, pg 2 of 3

More taxes will be due and payable if map not recorded by: 12/31/2013

For maps to be recorded by a certain date, the map **MUST** be received by the County Clerk-Recorder TEN business days prior to: 12/31/2013

**DEVELOPMENT APPLICATION FORM  
 ENGINEERING DIVISION**

TYPE OF PROJECT:       FINAL PARCEL MAP       IMPROVEMENT PLANS       TECH STUDY  
                                   LOT LINE ADJUSTMENT       ROUGH GRADING

NAME OF PROJECT: \_\_\_\_\_ PLANNING FILE#: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

NAME OF OWNER/DEVELOPER: \_\_\_\_\_

MAILING/BILLING ADDRESS: \_\_\_\_\_  
 (PLEASE NOTIFY CHANGE OF BILLING INFORMATION TO ENGINEERING DIVISION.)

CONTACT PERSON: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

OWNER/DEVELOPER

SIGNATURE: \_\_\_\_\_ FAX #: \_\_\_\_\_

(Signature acknowledges that Fee Deposit is estimated cost and owner/developer will be charged for actual cost of service. Any remaining funds at completion of project will be returned to owner/developer.)

NAME OF DESIGN ENGINEER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

APPLICANT'S E-MAIL: \_\_\_\_\_ FAX #: \_\_\_\_\_

PARCEL MAP OR FINAL MAP\*

- 8 sets of Final or Parcel Map (w/Planning File # & Street Names on map)
- Map Checking Fee Deposit of \$2500 + \$10/lot for Final Subdivision Map or \$1250 + \$50/lot for Parcel Map
- Boundary and Parcel Closure Calculations
- 2 Copies each of the Clerk's or Planning Department Notice of Approval with Conditions of Approval
- Approved Tentative Map
- Preliminary Title Report (**NO OLDER THAN 6 MONTHS**)

IMPROVEMENT PLANS OR GRADING PLANS\*

- 5 Sets of Plans (Including Landscape Plans for non-residential projects)
- 2 Engineer's Cost Estimate
- Plan Check & Inspection Fee Deposit = 2 1/2% of Engineer's Cost Estimate
- 2 Copies of Soils Report
- 3 Copies each of the Clerk's or Planning Department Notice of Approval with Conditions of Approval (**Not Staff Report**)
- 2 Copies of Storm Drain Calculations\*\*
- 2 Copies of Drainage Shed Map\*\*
- 1 Copies of the Approved Tentative Map (Subdivisions Only)\*\*
- 2 Copies of Stormwater Quality Maintenance Plan and completed SWQ Management Permit (if applicable)\*\*

LOT LINE ADJUSTMENT\*

- 2 Copies of the Legal Description of the Proposed New Property Boundary w/Exhibit Map in 81/2x11 Sheets
- 1 Copy of the Transfer Deeds w/Descriptions on 81/2 x11 sheets
- Fee of \$225 for each adjusted line
- Boundary Closure Calculations
- Copy of Planning Department's Notice of Approval with Conditions
- A completed Owner's Consent Form
- Preliminary Title Report (**NO OLDER THAN 6 MONTHS**)

TECH STUDY\*

- 2 Copies of Study
- \$1,500.00 Fee Deposit for Plan Check

\*A Technology Fee Equal to 3% of the Deposit/Fee is Required with all Submittals

\*\*Applies to Improvement Plans ONLY

ABOVE ITEMS ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CITYWIDE JOB # \_\_\_\_\_ EN- \_\_\_\_\_ ENGINEER \_\_\_\_\_

PARCEL 38  
R BM 24

LOT 1  
AA MAPS  
96

LOT 2  
AA MAPS  
96

LOTA  
Y MAPS 45

LOT 4  
AA MAPS  
96

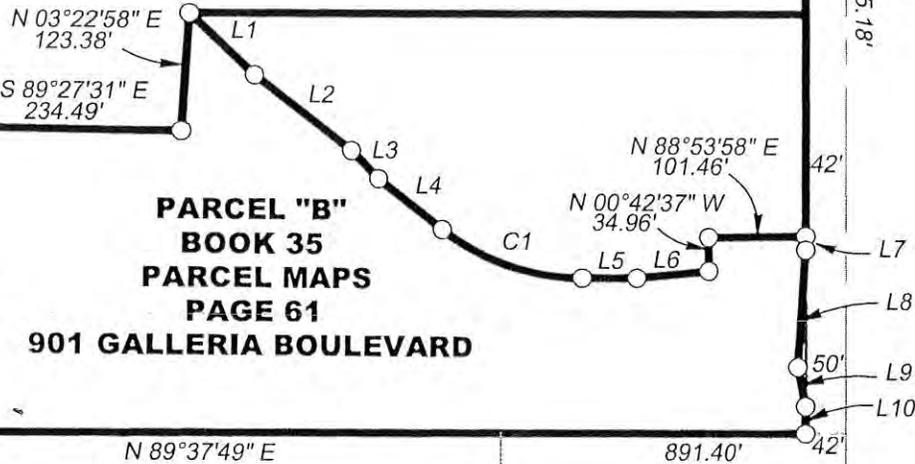
RESERVE  
DRIVE

**PARCEL "A"**  
**BOOK 35**  
**PARCEL MAPS**  
**PAGE 61**  
**903 GALLERIA BOULEVARD**

LINE & CURVE TABLE

L1	S 46° 34' 57" E	93.73'
L2	S 53° 18' 13" E	130.24'
L3	S 45° 01' 19" E	40.84'
L4	S 52° 20' 32" E	85.46'
L5	N 89° 35' 15" E	57.70'
L6	N 84° 02' 27" E	76.76'
L7	S 00° 11' 52" E	14.30'
L8	S 03° 32' 53" W	122.45'
L9	S 11° 10' 32" E	42.01'
L10	S 00° 11' 52" E	28.30'

RADIUS	CHORD	
C1 236'	S 71° 22' 38" E	153.94'



PARCEL 2  
29 PM 95

PARCEL 2  
29 PM 95

**EXHIBIT**

**GALLERIA BOULEVARD**

BEING A PORTION OF THE NORTHEAST 1/4 OF THE  
NORTHEAST 1/4 OF SEC. 35, T 11 N, R 6 E, MDM

CITY OF ROSEVILLE

PLACER COUNTY, CALIFORNIA

APRIL, 2014

BUTTE SURVEYING  
P.O. Box 330  
Sutter, CA 95982  
(916) 200-6992



## **Tab 2 - Leases and Related Supporting Documents**



THIS LEASE IS NOT IN EFFECT UNTIL DULY SIGNED BY OWNER AND TENANT

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. Date of Lease: December 11, 1996

Section 1.02. Landlord (include legal entity): A GREENER GLOBE CORPORATION, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

Address of Landlord: 901 North Harding Boulevard, Roseville, CA

Section 1.03. Tenant (include legal entity): CAPITAL WASTE CORPORATION, A California Corporation

Address of Tenant: P.O. Box 276430, Sacramento, CA 95827-6430

Section 1.04. Property: (include street address, approximate square footage and description) a portion of 901 North Harding Boulevard, Roseville, CA, consisting of an approximately 17,000 square foot building, +/-1.65 acres of vacant land and +/-2 acres of asphalt paved area. A portion of Placer County Assessor's Parcel #015-100-048. See Exhibit "A".

Section 1.05. Lease Term: two (2) years -0- months beginning on January 1, 1997 or such other date as is specified in this Lease, and ending on December 31, 1998

Section 1.06. Permitted Uses: (See Article Five) Recycling center, waste transfer station, or any other related and legal activity.

Section 1.07. Tenant's Guarantor: (If none, so state) none

Section 1.08. Brokers: (See Article Fourteen) (If none, so state)

Landlord's Broker: CB Commercial Real Estate Group, Inc.

Tenant's Broker: CB Commercial Real Estate Group, Inc.

Section 1.09. Commission Payable to Landlord's Broker: (See Article Fourteen) \$ Per Exclusive Leasing

Section 1.10. Initial Security Deposit: (See Section 3.03) \$ 6,000.00 Listing Agreement approved 11/4/96

Section 1.11. Vehicle Parking Spaces Allocated to Tenant: all

Section 1.12. Rent and Other Charges Payable by Tenant: \$6,000.00

(a) BASE RENT: SIX THOUSAND AND NO/100 Dollars (\$ 6,000.00) per month for the first 24 months, as provided in Section 3.01, and shall be increased on the first day of the month(s) after the Commencement Date, either (i) as provided in Section 3.02, or (ii) (If (ii) is completed, then (i) and Section 3.02 are inapplicable).

(b) OTHER PERIODIC PAYMENTS: (i) Real Property Taxes above the "Base Real Property Taxes" (See Section 4.02); (ii) Utilities (See Section 4.03); (iii) Increased Insurance Premiums above "Base Premiums" (See Section 4.04); (iv) Impounds for Tenant's Share of Insurance Premiums and Property Taxes (See Section 4.07); (v) Maintenance, Repairs and Alterations (See Article Six).

Section 1.13. Costs and Charges Payable by Landlord: (a) Base Real Property Taxes (See Section 4.02); (b) Base Insurance Premiums (See Section 4.04(c)); (c) Maintenance and Repair (See Article Six).

Section 1.14. Landlord's Share of Profit on Assignment or Sublease: (See Section 9.05) Fifty percent (50%) of the Profit (the "Landlord's Share").

Section 1.15. Riders: The following Riders are attached to and made a part of this Lease: (If none, so state) None

ARTICLE TWO: LEASE TERM

Section 2.01. Lease of Property For Lease Term. Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease Term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.



[Signature]

~~Section 2.02.~~ **Delay in Commencement.** Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the Commencement Date. Landlord's non-delivery of the Property to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease except that the Commencement Date shall be delayed until Landlord delivers possession of the Property to Tenant and the Lease Term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month. If Landlord does not deliver possession of the Property to Tenant within sixty (60) days after the Commencement Date, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the sixty (60)-day period ends. If Tenant gives such notice, the Lease shall be cancelled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease Term shall commence upon the delivery of possession of the Property to Tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease. Failure to execute such amendment shall not affect the actual Commencement Date and expiration date of the Lease.

**Section 2.03. Early Occupancy.** If Tenant occupies the Property prior to the Commencement Date, Tenant's occupancy of the Property shall be subject to all of the provisions of this Lease. Early occupancy of the Property shall not advance the expiration date of this Lease. Tenant shall pay Base Rent and all other charges specified in this Lease for the early occupancy period.

**Section 2.04. Holding Over.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Base Rent then in effect shall be increased by twenty-five percent (25%).

### ARTICLE THREE: BASE RENT

**Section 3.01. Time and Manner of Payment.** Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in Paragraph 1.12(a) above for the first month of the Lease Term. On the first day of the second month of the Lease Term and each month thereafter, Tenant shall pay Landlord the Base Rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.

~~Section 3.02. Cost of Living Increases.~~ The Base Rent shall be increased on each date (the "Rental Adjustment Date") stated in Paragraph 1.12(a) above in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical Statistical Area in which the Property is located on the basis of 1982-1984 = 100) (the "Index") as follows:

(a) The Base Rent (the "Comparison Base Rent") in effect immediately before each Rental Adjustment Date shall be increased by the percentage that the Index has increased from the date (the "Comparison Date") on which payment of the Comparison Base Rent began through the month in which the applicable Rental Adjustment Date occurs. The Base Rent shall not be reduced by reason of such computation. Landlord shall notify Tenant of each increase by a written statement which shall include the Index for the applicable Comparison Date, the Index for the applicable Rental Adjustment Date, the percentage increase between those two Indices, and the new Base Rent. Any increase in the Base Rent provided for in this Section 3.02 shall be subject to any minimum or maximum increase, if provided for in Paragraph 1.12(a).

(b) Tenant shall pay the new Base Rent from the applicable Rental Adjustment Date until the next Rental Adjustment Date. Landlord's notice may be given after the applicable Rental Adjustment Date of the increase, and Tenant shall pay Landlord the accrued rental adjustment for the months elapsed between the effective date of the increase and Landlord's notice of such increase within ten (10) days after Landlord's notice. If the format or components of the Index are materially changed after the Commencement Date, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the Index in effect on the Commencement Date. The substitute index shall be used to calculate the increase in the Base Rent unless Tenant objects to such index in writing within fifteen (15) days after receipt of Landlord's notice. If Tenant objects, Landlord and Tenant shall submit the selection of the substitute index for binding arbitration in accordance with the rules and regulations of the American Arbitration Association at its office closest to the Property. The costs of arbitration shall be borne equally by Landlord and Tenant.

#### Section 3.03. Security Deposit; Increases.

(a) Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.10 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.

(b) Each Time the Base Rent is increased, Tenant shall deposit additional funds with Landlord sufficient to increase the Security Deposit to an amount which bears the same relationship to the adjusted Base Rent as the initial Security Deposit bore to the initial Base Rent.

**Section 3.04. Termination; Advance Payments.** Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not resulting from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant (or Tenant's successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by Tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time periods after termination of the Lease.

### ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

**Section 4.01. Additional Rent.** All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.



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Section 4.02. Property Taxes.

(a) **Real Property Taxes.** Landlord shall pay the "Base Real Property Taxes" on the Property during the Lease Term. Base Real Property Taxes are real property taxes applicable to the Property as shown on the tax bill for the most recent tax fiscal year ending prior to the Commencement Date. However, if the structures on the Property are not completed by the tax lien date of such tax fiscal year, the Base Real Property Taxes are the taxes shown on the first tax bill showing the full assessed value of the Property after completion of the structures. Tenant shall pay Landlord the amount, if any, by which the real property taxes during the Lease Term exceed the Base Real Property Taxes. Subject to Paragraph 4.02(c), Tenant shall make such payments within fifteen (15) days after receipt of Landlord's statement showing the amount and computation of such increase. Landlord shall reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term.

(b) **Definition of "Real Property Tax."** "Real property tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the Landlord's right to receive, or the receipt of, rent or income from the Property or against Landlord's business of leasing the Property; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) **Joint Assessment.** If the Property is not separately assessed, Landlord shall reasonably determine Tenant's share of the real property tax payable by Tenant under Paragraph 4.02(a) from the assessor's worksheets or other reasonably available information. Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

(d) **Personal Property Taxes.**

(i) Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall try to have personal property taxed separately from the Property.

(ii) If any of Tenant's personal property is taxed with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

**Section 4.03. Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

**Section 4.04. Insurance Policies.**

(a) **Liability Insurance.** During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord as an additional insured under such policy. The initial amount of such insurance shall be One Million Dollars (\$1,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. The liability insurance obtained by Tenant under this Paragraph 4.04(a) shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Landlord against Tenant's performance under Section 5.05, if the matters giving rise to the indemnity under Section 5.05 result from the negligence of Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) **Property and Rental Income Insurance.** During the Lease Term, Landlord shall maintain policies of insurance covering loss of or damage to the Property in the full amount of its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Landlord deems reasonably necessary. Landlord shall have the right to obtain flood and earthquake insurance if required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant on the Property. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. Tenant shall be liable for the payment of any deductible amount under Landlord's or Tenant's insurance policies maintained pursuant to this Section 4.04, in an amount not to exceed Ten Thousand Dollars (\$10,000). Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(c) **Payment of Premiums.**

(i) Landlord shall pay the "Base Premiums" for the insurance policies maintained by Landlord under Paragraph 4.04(b). If the Property has been previously fully occupied, the "Base Premiums" are the insurance premiums paid during or applicable to the last twelve (12) months of such prior occupancy. If the Property has not been previously fully occupied or has been occupied for less than twelve (12) months, the Base Premiums are the lowest annual premiums reasonably obtainable for the required insurance for the Property as of the Commencement Date.

(ii) Tenant shall pay Landlord the amount, if any, by which the insurance premiums for all policies maintained by Landlord under Paragraph 4.04(b) have increased over the Base Premiums, whether such increases result from the nature of Tenant's occupancy, any act or omission of Tenant, the requirement of any lender referred to in Article Eleven (Protection of Lenders), the increased value of the Property or general rate increases. However, if Landlord substantially increases the amount of insurance carried or the percentage of insured value after the period during which the Base Premiums were calculated, Tenant shall only pay Landlord the amount of increased premiums which would have been charged by the



*[Handwritten signature]*

Landlord. This adjustment in the amount due from Tenant shall be made only once during the Lease Term. Thereafter, Tenant shall be obligated to pay the full amount of any additional increases in the insurance premiums, including increases resulting from any further increases in the amount of insurance or percentage of insured value. Tenant shall pay Landlord the increases over the Base Premiums within fifteen (15) days after receipt by Tenant of a copy of the premium statement or other evidence of the amount due. If the insurance policies maintained by Landlord cover improvements or real property other than the Property, Landlord shall also deliver to Tenant a statement of the amount of the premiums applicable to the Property showing, in reasonable detail, how such amount was computed. If the Lease Term expires before the expiration of the insurance period, Tenant's liability shall be pro rated on an annual basis.

(d) **General Insurance Provisions.**

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in this Section 4.04 may not be available in the future. Tenant acknowledges that the insurance described in this Section 4.04 is for the primary benefit of Landlord. If at any time during the Lease Term, Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such additional property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of this mutual waiver of subrogation.

*with*

Section 4.05. **Late Charges.** Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.06. **Interest on Past Due Obligations.** Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

*check for this in*

Section 4.07. **Impounds for Insurance Premiums and Real Property Taxes.** If requested by any ground lessor or lender to whom Landlord has granted a security interest in the Property, or if Tenant is more than ten (10) days late in the payment of rent more than once in any consecutive twelve (12) -month period, Tenant shall pay Landlord a sum equal to one-twelfth (1/12) of the annual real property taxes and insurance premiums payable by Tenant under this Lease, together with each payment of Base Rent. Landlord shall hold such payments in a non-interest bearing impound account. If unknown, Landlord shall reasonably estimate the amount of real property taxes and insurance premiums when due. Tenant shall pay any deficiency of funds in the impound account to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any funds in the impound account to any obligation then due under this Lease.

**ARTICLE FIVE: USE OF PROPERTY**

Section 5.01. **Permitted Uses.** Tenant may use the Property only for the Permitted Uses set forth in Section 1.06 above.

Section 5.02. **Manner of Use.** Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of other tenants of Landlord, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act.

Section 5.03. **Hazardous Materials.** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent



*[Handwritten initials]*

of Landlord; Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

Section 5.04. **Signs and Auctions.** Tenant shall not place any signs on the Property without Landlord's prior written consent. Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

Section 5.05. **Indemnity.** Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitees, if applicable.

Section 5.06. **Landlord's Access.** Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property.

Section 5.07. **Quiet Possession.** If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

#### ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01. **Existing Conditions.** Tenant accepts the Property in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. If Landlord or Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.

Section 6.02. **Exemption of Landlord from Liability.** Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or from other sources or places; or (d) any act or omission of any other tenant of Landlord. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

Section 6.03. **Landlord's Obligations.** Subject to the provisions of Article Seven (Damage or Destruction) and Article Eight (Condemnation), and except for damage caused by any act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord shall keep the foundation, roof and structural portions of exterior walls of the improvements on the Property in good order, condition and repair. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the surfaces of walls. Landlord shall not be obligated to make any repairs under this Section 6.03 until a reasonable time after receipt of a written notice from Tenant of the need for such repairs. Tenant waives the benefit of any present or future law which might give Tenant the right to repair the Property at Landlord's expense or to terminate the Lease because of the condition of the Property.

#### Section 6.04. Tenant's Obligations.

(a) Except as provided in Article Seven (Damage or Destruction) and Article Eight (Condemnation), Tenant shall keep all portions of the Property (including structural, nonstructural, interior, exterior, and landscaped areas, portions, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Property or any system or equipment in the Property which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Property or system or equipment in the Property, regardless of whether the benefit of such replacement extends beyond the Lease Term; but if the benefit or useful life of such replacement extends beyond the Lease Term (as such term may be extended by exercise of any options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the Lease Term (as extended). Tenant shall maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor. Landlord shall have the right, upon written notice to Tenant, to undertake the responsibility for preventive maintenance of the heating and air conditioning system at Tenant's expense. In addition, Tenant shall, at Tenant's expense, repair any damage to the roof, foundation or structural portions of walls caused by Tenant's acts or omissions. It is the intention of Landlord and Tenant that, at all times during the Lease Term, Tenant shall maintain the Property in an attractive, first-class and fully operative condition.

(b) Tenant shall fulfill all of Tenant's obligations under this Section 6.04 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Property as required by this Section 6.04, Landlord may, upon ten (10) days' prior notice to Tenant (except

that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair immediately upon demand.

**Section 6.05. Alterations, Additions, and Improvements.**

(a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed Ten Thousand Dollars (\$10,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the Property is part. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least twenty (20) days' prior written notice of the commencement of any work on the Property, regardless of whether Landlord's consent to such work is required. Landlord may elect to record and post notices of non-responsibility on the Property.

**Section 6.06. Condition upon Termination.** Upon the termination of the Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

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**ARTICLE SEVEN: DAMAGE OR DESTRUCTION**

**Section 7.01. Partial Damage to Property.**

(a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged (i.e., less than fifty percent (50%) of the Property is untenable as a result of such damage or less than fifty percent (50%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04(b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect (but is not required) to repair any damage to Tenant's fixtures, equipment, or improvements.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (i) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the "deductible amount" (if any) under Landlord's insurance policies and, if the damage was due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate the Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice.

(c) If the damage to the Property occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

**Section 7.02. Substantial or Total Destruction.** If the Property is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Property is greater than partial damage as described in Section 7.01), and regardless of whether Landlord receives any insurance proceeds, this Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Property can be rebuilt within six (6) months after the date of destruction, Landlord may elect to rebuild the Property at Landlord's own expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after Tenant's notice of the occurrence of total or substantial destruction. If Landlord so elects, Landlord shall rebuild the Property at Landlord's sole expense, except that if the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

**Section 7.03. Temporary Reduction of Rent.** If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Property is impaired. However, the reduction shall not exceed the sum of one year's payment of Base Rent, insurance premiums and real property taxes. Except



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for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property.

Section 7.04. **Waiver.** Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial or total destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

#### ARTICLE EIGHT: CONDEMNATION

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

#### ARTICLE NINE: ASSIGNMENT AND SUBLETTING

Section 9.01. Landlord's Consent Required. No portion of the Property or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, except as provided in Section 9.02 below. Landlord has the right to grant or withhold its consent as provided in Section 9.05 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than twenty percent (20%) of the partnership interests shall require Landlord's consent. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's consent.

Section 9.02. **Tenant Affiliate.** Tenant may assign this Lease or sublease the Property, without Landlord's consent, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger of or consolidation with Tenant ("Tenant's Affiliate"). In such case, any Tenant's Affiliate shall assume in writing all of Tenant's obligations under this Lease.

Section 9.03. **No Release of Tenant.** No transfer permitted by this Article Nine, whether with or without Landlord's consent, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

Section 9.04. **Offer to Terminate.** If Tenant desires to assign the Lease or sublease the Property, Tenant shall have the right to offer, in writing, to terminate the Lease as of a date specified in the offer. If Landlord elects in writing to accept the offer to terminate within twenty (20) days after notice of the offer, the Lease shall terminate as of the date specified and all the terms and provisions of the Lease governing termination shall apply. If Landlord does not so elect, the Lease shall continue in effect until otherwise terminated and the provisions of Section 9.05 with respect to any proposed transfer shall continue to apply.

#### Section 9.05. Landlord's Consent.

(a) Tenant's request for consent to any transfer described in Section 9.01 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, if reasonable, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Property; (ii) the net worth and financial reputation of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under the Lease; and (iv) such other factors as Landlord may reasonably deem relevant. If Landlord objects to a proposed assignment solely because of the net worth and/or financial reputation of the proposed assignee, Tenant may nonetheless sublease (but not assign), all or a portion of the Property to the proposed transferee, but only on the other terms of the proposed transfer.

(b) If Tenant assigns or subleases, the following shall apply:

(i) Tenant shall pay to Landlord as Additional Rent under the Lease the Landlord's Share (stated in Section 1.14) of the Profit (defined below) on such transaction as and when received by Tenant, unless Landlord gives written notice to Tenant and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. The "Profit" means (A) all amounts paid to Tenant for such assignment or sublease, including "key" money, monthly rent in excess of the monthly rent payable under the Lease, and all fees and other consideration paid for the assignment or sublease, including fees under any collateral agreements, less (B) costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for real estate broker's commissions and

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costs of renovation or construction or tenant improvements required under such assignment or sublease. Tenant is entitled to recover such costs and expenses before Tenant is obligated to pay the Landlord's Share to Landlord. The Profit in the case of a sublease of less than all the Property is the rent allocable to the subleased space as a percentage on a square footage basis.

(ii) Tenant shall provide Landlord a written statement certifying all amounts to be paid from any assignment or sublease of the Property within thirty (30) days after the transaction documentation is signed, and Landlord may inspect Tenant's books and records to verify the accuracy of such statement. On written request, Tenant shall promptly furnish to Landlord copies of all the transaction documentation, all of which shall be certified by Tenant to be complete, true and correct. Landlord's receipt of Landlord's Share shall not be a consent to any further assignment or subletting. The breach of Tenant's obligation under this Paragraph 9.05(b) shall be a material default of the Lease.

Section 9.06. **No Merger.** No merger shall result from Tenant's sublease of the Property under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord under any or all subtenancies.

#### ARTICLE TEN. DEFAULTS; REMEDIES

Section 10.01. **Covenants and Conditions.** Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. **Defaults.** Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance described in Section 4.04;

(b) If Tenant fails to pay rent or any other charge when due;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) -day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

(e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

Section 10.03. **Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b).

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.



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Section 10.04. **Repayment of Free Rent.** If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concession, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all of the Abated Rent on the expiration of the Lease Term only if Tenant has fully, faithfully, and punctually performed all of Tenant's obligations hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the Property in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

Section 10.05. **Automatic Termination.** Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in Section 10.03 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the Property. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

Section 10.06. **Cumulative Remedies.** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

#### ARTICLE ELEVEN: PROTECTION OF LENDERS

Section 11.01. **Subordination.** Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. **Attornment.** If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgage, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

Section 11.03. **Signing of Documents.** Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

#### Section 11.04. **Estoppel Certificates.**

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) -day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 11.05. **Tenant's Financial Condition.** Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

#### ARTICLE TWELVE: LEGAL COSTS

Section 12.01. **Legal Proceedings.** If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any costs or expenses that



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the Nondefaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

Section 12.02. **Landlord's Consent.** Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

**ARTICLE THIRTEEN: MISCELLANEOUS PROVISIONS**

Section 13.01. **Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. **Landlord's Liability; Certain Duties.**

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or the leasehold estate under a ground lease of the Property at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord, and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) -day period and thereafter diligently pursued to completion.

(c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 13.03. **Severability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04. **Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

Section 13.05. **Incorporation of Prior Agreements; Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06. **Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenant's taking possession of the Property, the Property shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 13.07. **Waivers.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08. **No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

Section 13.09. **Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

Section 13.10. **Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of



*[Handwritten initials]*

Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership, that he or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership or certificate of limited partnership.

Section 13.11. **Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12. **Force Majeure.** If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

Section 13.13. **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 13.14. **Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

**ARTICLE FOURTEEN: BROKERS**

Section 14.01. **Broker's Fee.** When this Lease is signed by and delivered to both Landlord and Tenant, Landlord shall pay a real estate commission to Landlord's Broker named in Section 1.08 above, if any, as provided in the written agreement between Landlord and Landlord's Broker, or the sum stated in Section 1.09 above for services rendered to Landlord by Landlord's Broker in this transaction. Landlord shall pay Landlord's Broker a commission if Tenant exercises any option to extend the Lease Term or to buy the Property, or any similar option or right which Landlord may grant to Tenant, or if Landlord's Broker is the procuring cause of any other lease or sale entered into between Landlord and Tenant covering the Property. Such commission shall be the amount set forth in Landlord's Broker's commission schedule in effect as of the execution of this Lease. If a Tenant's Broker is named in Section 1.08 above, Landlord's Broker shall pay an appropriate portion of its commission to Tenant's Broker if so provided in any agreement between Landlord's Broker and Tenant's Broker. Nothing contained in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

Section 14.02. **Protection of Brokers.** If Landlord sells the Property, or assigns Landlord's interest in this Lease, the buyer or assignee shall, by accepting such conveyance of the Property or assignment of the Lease, be conclusively deemed to have agreed to make all payments to Landlord's Broker thereafter required of Landlord under this Article Fourteen. Landlord's Broker shall have the right to bring a legal action to enforce or declare rights under this provision. The prevailing party in such action shall be entitled to reasonable attorneys' fees to be paid by the losing party. Such attorneys' fees shall be fixed by the court in such action. This Paragraph is included in this Lease for the benefit of Landlord's Broker.

Section 14.03. **Agency Disclosure; No Other Brokers.** Landlord and Tenant each warrant that they have dealt with no other real estate broker(s) in connection with this transaction except: CB COMMERCIAL REAL ESTATE GROUP, INC., who represents Landlord

and CB Commercial Real Estate Group, Inc., who represents Tenant

In the event that CB COMMERCIAL REAL ESTATE GROUP, INC. represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said Broker to disclose to either of them the confidential information of the other party.

**ARTICLE FIFTEEN: COMPLIANCE**

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

See Addendum, attached hereto and made a part hereof, which includes Tenant's Option to Extend Term.



DL

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialled all Riders which are attached to or incorporated by reference in this Lease.

Signed on December 17, 19 96  
at Spencerville, Ca.

"LANDLORD"  
A GREENER GLOBE CORPORATION, A CALIFORNIA  
NON-PROFIT PUBLIC BENEFIT CORPORATION  
By: [Signature]  
Its: Secretary Treasurer  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Signed on 12-16, 19 96  
at Sacramento CA

"TENANT"  
[Signature]  
CAPITAL WASTE ~~CORPORATION~~,  
a California Corporation  
By: Dr. Whitman  
Its: President  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN ANY REAL ESTATE TRANSACTION, IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

THIS PRINTED FORM LEASE HAS BEEN DRAFTED BY LEGAL COUNSEL AT THE DIRECTION OF THE SOUTHERN CALIFORNIA CHAPTER OF THE SOCIETY OF INDUSTRIAL AND OFFICE REALTORS® INC. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE SOUTHERN CALIFORNIA CHAPTER OF THE SOCIETY OF INDUSTRIAL AND OFFICE REALTORS, INC.® ITS LEGAL COUNSEL, THE REAL ESTATE BROKERS NAMED HEREIN, OR THEIR EMPLOYEES OR AGENTS, AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS LEASE OR OF THIS TRANSACTION. LANDLORD AND TENANT SHOULD RETAIN LEGAL COUNSEL TO ADVISE THEM ON SUCH MATTERS AND SHOULD RELY UPON THE ADVICE OF SUCH LEGAL COUNSEL.



Initials [Signature]  
[Signature]

ADDENDUM TO  
INDUSTRIAL REAL ESTATE LEASE  
DATED DECEMBER 11, 1996  
BY AND BETWEEN  
A GREENER GLOBE CORPORATION, A CALIFORNIA NON-PROFIT PUBLIC  
BENEFIT CORPORATION ("LANDLORD")  
AND  
CAPITAL WASTE CORPORATION, A CALIFORNIA CORPORATION ("TENANT")

This Addendum is hereby made a part of that certain Industrial Real Estate Lease between the above-mentioned parties dated December 11, 1996 (the "Contract"). Said document shall hereby be amended as follows. In the event of any discrepancy between this document and any previous document(s) the provisions of this document shall prevail.

**ARTICLE SIXTEEN: OPTIONS TO EXTEND TERM**

Landlord hereby grants to Tenant two (2) options to extend the lease term for additional terms of ten (10) years each, on the same terms and conditions as set forth in the Lease but an increased rent as set forth below. Each option shall be exercised only by written notice delivered to Landlord at least one hundred twenty (120) days before the expiration of the lease term or the preceding extension of the lease term, respectively. If Tenant fails to deliver Landlord written notice of exercise of an option within the prescribed time period, such option and any succeeding options shall lapse, and there shall be no further right to extend the lease term. Each option shall be exercisable by Tenant on the express conditions that a) at the time of the exercise, and at all times prior to the commencement of such extension, Tenant shall not be in default under any of the provisions of the Lease and b) Tenant has not been ten (10) or more days late in the payment of rent more than a total of three (3) times during the lease term and all preceding extensions.

<u>First Option:</u>	Months 25 - 54:	\$6,500.00 per month
	Months 55 - 84:	\$7,000.00 per month
	Months 85 - 114:	\$7,500.00 per month
	Months 115 - 144:	\$8,000.00 per month
<u>Second Option:</u>	Months 145 - 174:	\$8,500.00 per month
	Months 175 - 204:	\$9,000.00 per month
	Months 205 - 234:	\$9,500.00 per month
	Months 235 - 264:	\$10,000.00 per month

**ARTICLE SEVENTEEN: CONDITION OF PREMISES**

Landlord can remove anything of value (personal property) from the Premises. However, it is not required of the Landlord to clean, sweep, wash or remove any items currently stored or on the property. Landlord represents that all mechanical, electrical and plumbing equipment and fixtures are in good working order at the time of Tenant's occupancy.

**ARTICLE EIGHTEEN: SQUARE FOOTAGE LANGUAGE**

Any statement of square footage set forth in this Lease or the Exhibits hereto, or that may have been used in calculating rent or Tenant's other monetary obligations, is an approximation. Landlord and Tenant agree that said approximation is fair and reasonable and the rent based thereon is not subject to revision whether or not the actual square footage is more or less.

Agreed and Acknowledged:

LANDLORD:  
A GREENER GLOBE CORPORATION, a  
California Non-Profit Public Benefit  
Corporation

TENANT: *JW*  
CAPITAL WASTE CORPORATION, a  
California Corporation

By: *Stephan*

By: *Joe Whitman*

Its: *Secretary*

Its: *President*

Date: *12/17/96*

Date: *12-16-96*

**CONSULT YOUR ADVISORS** - This document has been prepared for approval by your attorney. No representation or recommendation is made by CB Commercial Real Estate Group, Inc., as to the legal sufficiency or tax consequences of this document or the transaction to which it relates, the National Flood Insurance Program, nor other legislation referred to herein. These are questions for your attorney or accountant.

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist, or other person, with experience in evaluating the condition of the Property, including the possible presence of asbestos, hazardous materials, and underground storage tanks.

# EXHIBIT A



HARDING BLVD.

**SUBJECT**

NOT A PART!



NOT TO SCALE. LOCATION, DIMENSIONS AND SIZE ARE APPROXIMATE.

INITIALS  
*DR*  
*[Signature]*

DISCLOSURES AND ACKNOWLEDGMENT

Addendum to Lease Listing Agreement / Lease Agreement / Proposal to Lease

CB COMMERCIAL REAL ESTATE GROUP, INC.  
BROKERAGE AND MANAGEMENT  
LICENSED REAL ESTATE BROKER

Date: December 11, 1996

Lessor A GREENER GLOBE CORPORATION, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

Lessee CAPITAL WASTE CORPORATION, A CALIFORNIA CORPORATION

Property 901 North Harding Boulevard, Roseville, CA

Street Address, City, State

Also known as:

I. NOTIFICATION RE: NATIONAL FLOOD INSURANCE PROGRAM (CBC Form 5230)

According to FEMA Map 060243 0016D [specify source], this property is /  is not located in a Special Flood Hazard Area on United States Department of Housing and Urban Development (HUD) "Special Flood Zone Area Maps." Federal law requires that as a condition of obtaining federally related financing on most properties located in "flood zones," banks, savings and loan associations, and some insurance lenders require flood insurance to be carried where the property, real or personal, is security for a loan. This requirement is mandated by the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973. The purpose of the program is to provide flood insurance to property owners at a reasonable cost. Cities or counties participating in the National Flood Insurance Program may have adopted building or zoning restrictions, or other measures, as part of their participation in the program. You should contact the city or county in which the property is located to determine any such restrictions. The extent of coverage available in your area and the cost of this coverage may vary, and for further information, you should consult your lender or insurance carrier. Lessee shall be solely responsible for confirming the above stated Special Flood Hazard Area designation, and for investigation of the impact of such designation on Lessee's intended use of the Property. Flood Zone Designation: Zone X

II. ALQUIST-PRIOLO NOTIFICATION; ALQUIST-PRIOLO SPECIAL EARTHQUAKE FAULT ZONING ACT (CBC Form 5228-5229)

According to Fault-Rupture Hazard Zones in California Special Publication 42 [specify source] the Property described above is /  is not situated in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621-2630, inclusive, of the California Public Resources Code; and, as such, the construction or development on the Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the city or county under the terms of that Act. No representations on the subject are made by Lessor or by CB COMMERCIAL REAL ESTATE GROUP, INC. or its agents or employees, and the Lessee should make his/her/its own inquiry or investigation. Lessee shall be solely responsible for confirming the above stated Special Flood Hazard Area designation, and for investigation of the impact of such designation on Lessee's intended use of the Property.

For further information you may wish to contact appropriate city or county agencies:

III. HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS

Comprehensive federal and state laws and regulations have been enacted in the past several years in an effort to control the use, storage, handling, clean-up, removal and disposal of hazardous wastes or substances. Some of these laws and regulations (such as, for example, the Comprehensive Environmental Response Compensation and Liability Act [CERCLA]) provide for broad liability on the part of owners, tenants, or other users of property for clean-up costs and damages, regardless of fault. Another such statute is California Health and Safety Code Section 25359.7(a), which provides in part that a seller/lessor of nonresidential real property who knows, or has reasonable cause to believe, that any release of a hazardous substance has come to be located on or beneath that real property shall, prior to the sale or lease, give written notice of that condition to the purchaser/lessee; and that failure of the seller/lessor to provide written notice as required shall subject the seller/lessor to liability for damages. Other laws and regulations set standards for the handling of asbestos, and establish requirements for the use, modification, abandonment, and closure of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, Lessors and Lessees are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice, as well as all other aspects of the proposed transaction. If hazardous wastes or substances have been, or are going to be used, stored, handled or disposed on the Property, or if the Property has been or may have underground storage tanks, it is essential that legal and technical advice be obtained to determine, among other things, the nature of permits and approvals which have been obtained or may be required; the estimated costs and expenses associated with the use, storage, handling, clean-up, disposal or removal of hazardous wastes or substances; and the nature and extent of contractual provisions necessary or desirable in this transaction. Broker recommends expert assistance and site investigation to determine past uses of the property, which may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks, being on the Property.

Lessor agrees to disclose to Broker and to Lessee any and all information which he/she/it has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property. Broker hereby requests that such information be provided immediately so that it may be timely communicated to the Lessee.

Broker has conducted no investigation regarding the subject matter hereof, except as may be contained in a separate written document signed by Broker. Broker makes no representations concerning the existence or nonexistence of hazardous wastes or substances, or underground storage tanks, in, on, or about the Property. Lessee should contact a professional, such as a civil engineer, industrial hygienist or other persons with experience in these matters, to advise on these matters.

The term "hazardous wastes or substances" is used herein in its very broadest sense and includes, but is not limited to, petroleum based products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is intended to apply to any transaction involving any type of real property, whether improved or unimproved.

IV. BROKER DISCLOSURE

The parties hereby expressly acknowledge that Broker has made no independent determination or investigation regarding the following: present or future use or zoning of the property; environmental matters affecting the Property; the condition of the Property, including, but not limited to structural, mechanical and soils conditions, as well as issues surrounding hazardous wastes or substances as set out above; violations of the Occupational Safety and Health Act or any other federal, state, county or municipal laws, ordinances, or statutes; measurements of land and/or buildings. Lessee agrees to make its own investigation and determination regarding such items. A real estate broker is qualified to advise on real estate. If you desire legal advice, consult your attorney.

**V. AMERICANS WITH DISABILITIES ACT (ADA)**

Owners or tenants of real property may be subject to the Americans with Disabilities Act (ADA), a federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the Act requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. The regulations under Title III of the ADA are codified at 28 CFR Part 36.

Broker recommends that you and your attorney review the ADA and the regulations, and, if appropriate, your proposed lease agreement, to determine if this law would apply to you and the nature of the requirements. These are legal issues. You are responsible for conducting your own independent investigation of these issues.

**VI. RESIDENTIAL LEAD PAINT HAZARD REDUCTION ACT**

**LEAD WARNING:** Every lessor of any interest in real property on which a residential dwelling was built prior to 1978 is hereby notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

Federal law (42 USC §4851 et seq.) requires that the lessor of all "residential property" constructed prior to 1978 must provide to lessees any information on lead-based paint hazards from risk assessments or inspections in the lessor's possession, and must notify the lessee of any known lead-based paint hazards. For purposes of these statutes, "residential property" is defined as any property which includes any residential dwelling unit(s).

A risk assessment or inspection for possible lead-based paint hazards is recommended prior to lease.

Lessors are required to sign a lead-based paint disclosure form(s), and the lessee must be provided with a copy of a booklet entitled "Protect Your Family from Lead in Your Home."

Lessor hereby certifies that the above described property \_\_\_\_\_ is /  x  is not "residential property" constructed prior to 1978, as described by the statute.

**LEAD DISCLOSURE:** Lessor hereby certifies that, to the best of Lessor's knowledge, the property \_\_\_\_\_ does /  x  does not contain lead-based paint; and that Lessor \_\_\_\_\_ does /  x  does not possess risk assessment or inspection reports relating thereto. Lessor hereby certifies to have disclosed to the Lessee and Broker all information known to the Lessor regarding the presence of lead-based paint and lead-based paint hazards within this target housing, as follows:

Date(s) of inspection(s) or report(s): \_\_\_\_\_  report attached  
Additional information regarding lead-based paint hazards regarding this property:  additional pages attached

Lessor hereby agrees that it will provide the Lessee with any reports or information related thereto now in its possession, or which it acquires prior to the consummation of the transaction contemplated hereby.

The undersigned Lessee and Lessor acknowledge that CB COMMERCIAL REAL ESTATE GROUP, INC. has delivered this disclosure to the undersigned; that they have read and understand the LEAD WARNING contained herein; and, if this property is residential property constructed prior to 1978, the Lessee hereby acknowledges receipt of "Protect Your Family from Lead in Your Home".

**VII. COMPLIANCE WITH LAWS**

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

RECEIPT OF A COPY OF THESE DISCLOSURES IS HEREBY ACKNOWLEDGED.

**LESSOR**  
A GREENER GLOBE CORPORATION, A CALIFORNIA  
NON-PROFIT PUBLIC BENEFIT CORPORATION

**LESSEE**  
CAPITAL WASTE CORPORATION, A CALIFORNIA  
CORPORATION

By: [Signature]  
Its: Secretary, Non-Profit  
Dated: 12/17/96

By: [Signature]  
Its: President  
Dated: 12-16-96

*This portion to be completed in conjunction with negotiation and/or consummation of lease agreement:*

**VIII. BROKER REPRESENTATION DISCLOSURE AND ACKNOWLEDGMENT**

CB Commercial Real Estate Group, Inc. herein represents both Lessor and Lessee \_\_\_\_\_ represents \_\_\_\_\_

(check if applicable) Lessor and Lessee hereby acknowledge that Broker represents both parties hereto; and both parties consent thereto.  
\_\_\_\_\_ Lessor's initials \_\_\_\_\_ Lessee's initials

CONSULT YOUR ADVISORS. NO REPRESENTATION OR RECOMMENDATION IS MADE BY CB COMMERCIAL REAL ESTATE GROUP, INC. OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL EFFECT, INTERPRETATION, OR ECONOMIC CONSEQUENCES OF THIS AGREEMENT, THE TRANSACTION CONTEMPLATED HEREUNDER, THE NATIONAL FLOOD INSURANCE PROGRAM AND RELATED LEGISLATION, NOR OF OTHER LEGISLATION REFERRED TO HEREIN. THESE ARE QUESTIONS THAT YOU SHOULD ADDRESS WITH YOUR CONSULTANTS AND ADVISORS.

ADDENDUM TO LEASE AGREEMENT BETWEEN:

A GREENER GLOBE, a California Non-Profit Public Benefit Corporation, hereinafter, Landlord, and, CAPITOL WASTE, A California Corporation. hereinafter, Tenant.

PARAGRAPH 1.01 This lease will commence on APRIL 01, 1997

PARAGRAPH 1.05 TERM OF LEASE:

Two (2) years and no (0) months beginning on April 01, 1997 and ending on the last day of March, 1999.

PARAGRAPH 1.07 TENANT LEASE PAYMENT SCHEDULE:

April	1997,	\$	500.00	April	1998,	\$	1,500.00
May	1997,	\$	500.00	May	1998,	\$	1,500.00
June	1997,	\$	500.00	June	1998,	\$	1,500.00
July	1997,	\$	500.00	July	1998,	\$	1,500.00
August	1997,	\$	500.00	August	1998,	\$	1,500.00
September	1997,	\$	500.00	September	1998,	\$	1,500.00
October	1997,	\$	1,000.00	October	1998,	\$	2,000.00
November	1997,	\$	1,000.00	November	1998,	\$	2,000.00
December	1997,	\$	1,000.00	December	1998,	\$	2,000.00
January	1998,	\$	1,000.00	January	1999,	\$	2,000.00
February	1998,	\$	1,000.00	February	1999,	\$	2,000.00
March	1998,	\$	1,000.00	March	1999,	\$	2,000.00

PARAGRAPH 1.09 TENANT OPTION TO EXTEND LEASE:

Landlord hereby grants to Tenant Nine (9) options to extend the lease terms for Ten (10) years each and One (1) option to extend the lease term for an additional Seven (7) years. The Seven (7) year option being the final term of this option contract. Each extension shall be on the same terms and conditions as set forth in this lease agreement but with an increase rent. Each option shall be exercised only by written notice delivered to the Landlord at least One Hundred and Twenty (120) days prior to the expiration of this lease. Tenant's failure to properly notify Landlord of Tenant's desire to extend any option period, ends and terminates the Tenants rights under this option lease agreement. Before any option will be considered by the Landlord, the Tenant must be current on all lease payments, insurance, taxes and any other obligation Tenant has to Landlord. This option will commence on April 01, 1999.



PARAGRAPH 1.10 LEASE PAYMENT AFTER FIRST OPTION:

Commencing with the first option on April 01, 1999 the lease payment shall be \$4,000.00 (Four Thousand Dollars) each and every month, until 30 months of the option has passed. At that date and time October 01, 2001 the lease monthly payments shall be increased to \$4,500.00 (Four Thousand Five Hundred Dollars) for the next 30 (Thirty) months. Each 30 (Thirty) months thereafter, for the term of the lease or any extension thereof, the monthly lease payment shall be increased by the amount of \$500.00 (Five Hundred Dollars).

April 01, 1999	to September 30, 2001	\$4,000.00
October 01, 2001	to March 31, 2004	\$4,500.00
April 01, 2004	to September 30, 2006	\$5,000.00
Every 30 months	lease payments are increased	\$500.00

*GG*  
A GREENER GLOBE, A CALIFORNIA  
NON-PROFIT PUBLIC BENEFIT CORPORATION  
(LANDLORD) BY JACKLYN C. SHEEHAN  
SECRETARY, TREASURER,

CAPITOL WASTE  
A CALIFORNIA CORPORATION  
(TENANT) BY

*Jacklyn C. Sheehan*  
Jacklyn C. Sheehan

Dated: 4/1/97

Page Two of Two

Initials: GG *JS* CW

*Pat Walker*  
Dated: 4-2-97

LEASE AGREEMENT BETWEEN:

A GREENER GLOBE, a California Non-Profit Public Benefit Corporation, hereinafter, Landlord, and, CAPITOL WASTE, A California Corporation. hereinafter, Tenant.

PARAGRAPH 1.01 This lease will commence on MARCH 01, 1997

PARAGRAPH 1.02 THE LANDLORD ADDRESS IS:

A GREENER GLOBE  
901 Harding Blvd.  
Roseville, CA 95678

PARAGRAPH 1.03 THE TENANT ADDRESS IS:

CAPITOL WASTE  
P.O.Box 276430  
Sacramento, CA 95827-6430

PARAGRAPH 1.04 PROPERTY LEASED BY TENANT:

A portion of that certain real property at 901 Harding Blvd. Roseville Ca. 95678 commonly known as "The Berry Street Landfill" 22± acres, being a portion of AP# 015 100 048 North and contiguous to 901 Harding Blvd. see exhibit A, map of area outlined in red.

PARAGRAPH 1.05 TERM OF LEASE:

Two (2) years and no (0) months beginning on March 01, 1997 and ending on the last day of February, 1999.

PARAGRAPH 1.06 BASE RENT PAID BY TENANT:

\$500.00 (Five Hundred Dollars Per Month)

PARAGRAPH 1.07 TENANT LEASE PAYMENT SCHEDULE:

March	1997,	\$	500.00	January	1998,	\$	1,000.00
April	1997,	\$	500.00	February	1998,	\$	1,000.00
May	1997,	\$	500.00	March	1998,	\$	1,500.00
June	1997,	\$	500.00	April	1998,	\$	1,500.00
July	1997,	\$	500.00	May	1998,	\$	1,500.00
August	1997,	\$	500.00	June	1998,	\$	1,500.00
September	1997,	\$	1,000.00	July	1998,	\$	1,500.00
October	1997,	\$	1,000.00	August	1998,	\$	1,500.00
November	1997,	\$	1,000.00	September	1998,	\$	2,000.00
December	1997,	\$	1,000.00	October	1998,	\$	2,000.00
				November	1998,	\$	2,000.00
				December	1998,	\$	2,000.00
				January	1999,	\$	2,000.00
				February	1999,	\$	2,000.00

PARAGRAPH 1.08 PAYMENT OF LEASE:

The payment of rent and any other monies due shall be on the 10th. (Tenth) day of each and every month for the term of this lease. Payment shall be in the form of United States currency. Late charge on payments of 10% (Ten percent) after the 20th. day of each month.

*GG* *CW*

LEASE AGREEMENT BETWEEN:  
A GREENER GLOBE, a California Non-Profit Public Benefit Corporation, hereinafter, Landlord,  
and, CAPITOL WASTE, A California Corporation, hereinafter, Tenant.

PARAGRAPH 1.09 TENANT OPTION TO EXTEND LEASE:

Landlord hereby grants to Tenant Nine (9) options to extend the lease terms for Ten (10) years each and One (1) option to extend the lease term for an additional Seven (7) years. The Seven (7) year option being the final term of this option contract. Each extension shall be on the same terms and conditions as set forth in this lease agreement but with an increase rent. Each option shall be exercised only by written notice delivered to the Landlord at least One Hundred and Twenty (120) days prior to the expiration of this lease. Tenant's failure to properly notify Landlord of Tenant's desire to extend any option period, ends and terminates the Tenants rights under this option lease agreement. Before any option will be considered by the Landlord, the Tenant must be current on all lease payments, insurance, taxes and any other obligation Tenant has to Landlord. This option will commence on March 01, 1999.

PARAGRAPH 1.10 LEASE PAYMENT AFTER FIRST OPTION:

Commencing with the first option on March 01, 1999 the lease payment shall be \$4,000.00 (Four Thousand Dollars) each and every month, until 30 months of the option has passed. At that date and time September 01, 2001 the lease monthly payments shall be increased to \$4,500.00 (Four Thousand Five Hundred Dollars) for the next 30 (Thirty) months. Each 30 (Thirty) months thereafter, for the term of the lease or any extension thereof, the monthly lease payment shall be increased by the amount of \$500.00 (Five Hundred Dollars).

March 01, 1999	to August 31, 2001	\$4,000.00
September 01, 2001	to February 28, 2004	\$4,500.00
March 01, 2004	to August 31, 2006	\$5,000.00
Every 30 months lease payments are increased		\$500.00

PARAGRAPH 1.11 PERMITTED USES:

Any legal activity as approved by the regulatory agencies.

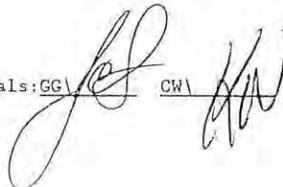
PARAGRAPH 1.12 BROKERS, AGENTS FEES AND COMMISSIONS:

Landlord, None.

Tenant, None.

PARAGRAPH 1.13 REAL PROPERTY TAXES:

A Greener Globe, is exempt, from property tax, by virtue of it's Non-Profit, Public Benefit Corporation, Placer County will reassess the real property taxes. This assessment will be the responsibility of the Tenant and Capitol Waste will keep these taxes current. No impound fund will be set up unless Capitol Waste fails to pay taxes when due.



LEASE AGREEMENT BETWEEN:

A GREENER GLOBE, a California Non-Profit Public Benefit Corporation, hereinafter, Landlord,  
and, CAPITOL WASTE, A California Corporation, hereinafter, Tenant.

PARAGRAPH 1.14 PERSONAL PROPERTY TAXES:

Tenant is responsible for all Personal Property Taxes as A Greener Globe has no personal property at 901 Harding Blvd. Tenant shall have personal property taxed separately from property taxes.

PARAGRAPH 1.15 INSURANCE POLICIES:

(a) LIABILITY INSURANCE; Tenant shall provide A Greener Globe with a commercial general liability coverage policy, insuring A Greener Globe against all liabilities, including but not limited to bodily injury, property damage, loss and use of property and personal injury arising out of the operation, use or occupancy of the property. Tenant shall name A Greener Globe, as an additional insured under such policy. The initial amount of such policy shall be Two Million Dollars (\$2,000,000) per occurrence. As the property covered by this lease is used daily or improved, the Tenant and A Greener Globe will amend and modify coverage if necessary.

b) PROPERTY AND RENTAL INCOME INSURANCE:

A Greener Globe shall, during the lease period maintain policies of insurance covering loss of or damage to the property in the full amount of it's replacement value, loss of rent, plus estimated real property taxes and insurance premiums, special extended perils (all risk), and any other perils which A Greener Globe deems necessary. This coverage will not cover any of the Tenant's personal property.

c) PAYMENT OF PREMIUMS:

- a) Liability Insurance, will be paid for by the Tenant.
- b) Property & Rental Income Insurance, will be paid by A Greener Globe.

PARAGRAPH 1.16 CONDITION OF PROPERTY AS IT'S USE:

It is mutually understood that the property covered under this lease, is for the most part, a landfill, which was closed under the authority and supervision of the California Integrated Waste Management Board (CIWMB) There now exists a Final Closure Plan and a Final Post Closure Maintenance Plan prepared and issued by CIWMB, referenced as the Berry Street Mall, Roseville, CA.

It is understood and agreed that the Tenant is and does not have any responsibility whatsoever for closure or post closure requirements as specified in the final plans. A Greener Globe agrees to hold Capitol Waste, harmless from any and all disputes or litigation which may arise with CIWMB, or any other enforcement or regulatory agency from any actions or non-actions by A Greener Globe.

Handwritten signatures and initials. The signature on the left is 'GGA' and the signature on the right is 'CW'. There are also some initials 'KW' written next to 'CW'.

LEASE AGREEMENT BETWEEN:

A GREENER GLOBE, a California Non-Profit Public Benefit Corporation, hereinafter, Landlord,  
and, CAPITOL WASTE, A California Corporation. Hereinafter, Tenant.

CONTINUATION OF PARAGRAPH 1.16 CONDITION OF PROPERTY AND IT'S USE:

It is understood and agreed that Capitol Waste will be responsible for it's own acts, negligence or otherwise, or any property use which may result in any disputes or litigation with CIWMB, or any other enforcement or regulatory agency and will hold A Greener Globe harmless from any such dispute or litigation.

In the event actions of CIWMB or any other enforcement or regulatory agency disallow Capitol Waste's intended use of the property, this lease can be canceled or renegotiated.

In the event actions of CIWMB or any other enforcement or regulatory agency, brings condemnation actions, and prevails in such action A Greener Globe, can terminate this lease, with no obligation to Capitol Waste.

In the event subordination of this lease is required by any lender in order for Capitol Waste to secure a loan (loans) for construction of improvements, A Greener Globe agrees to such subordination subject to A Greener Globe's prior approval of construction plans and loan terms. Such approval will not be unreasonably withheld by A Greener Globe.

PARAGRAPH 1.17 ASSIGNMENT OR SUBLEASE BY CAPITOL WASTE:

A Greener Globe shall share in any profit Capitol Waste may obtain by their assignment or sublease of any portion of the property covered by this lease, A Greener Globe's share shall be 50% of the profit. No assignment or sublease is allowed without prior approval by A Greener Globe.

PARAGRAPH 1.18 HOLDING OUT:

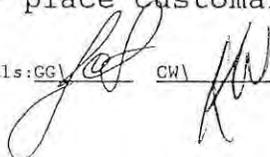
Tenant agrees and shall vacate the property upon the expiration or earlier termination of this lease. Tenant agrees to return the property in the same condition it received the property, except for those changes allowed by the CIWMB or other regulatory agencies, and A Greener Globe.

PARAGRAPH 1.19 UTILITIES:

Capitol Waste shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power. sewer service, telephone, water, refuse disposal and all other services supplied to the property.

PARAGRAPH 1.20 A GREENER GLOBE'S ACCESS TO PROPERTY:

A Greener Globe or it's agents may enter the property at all reasonable times, to inspect, monitor site, show potential buyers, investors or tenants or other parties the property in question. A Greener Globe may place customary "For Sale" or "For Lease" signs on the property.



LEASE AGREEMENT BETWEEN:

A GREENER GLOBE, a California Non-Profit Public Benefit Corporation, hereinafter, Landlord,  
and, CAPITOL WASTE, A California Corporation. Hereinafter, Tenant.

PARAGRAPH 1.21 QUITE POSSESSION:

If Capitol Waste pays the rent and complies with all the other terms of this lease, Capitol Waste may occupy and enjoy the property for the full lease term, subject to the provisions of the lease.

PARAGRAPH 1.22 DAMAGE TO PROPERTY:

Capitol Waste will immediately notify, in writing, A Greener Globe as to any damage to property.

PARAGRAPH 1.23 DEFAULTS; REMEDIES:

Capitol Waste's timely performance of each of the Tenant's obligations under this lease is a condition as well as a covenant. Capitol Waste's right to continue possession of the Property is conditioned upon such performance. "Time is of the essence of contract" in the performance and conditions.

Defaults, Tenant shall be in material default under this lease;

- a) If tenant abandons the property or if tenant vacation of the property results in the cancellation of any insurance.
- b) If tenant fails to pay rent or any other charge when due.
- c) If tenant fails to perform any of the tenant's non-monetary obligations under this lease.
- d) If tenant makes a general assignment or general arrangement for the benefit of creditors. If a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against tenant and is not dismissed within thirty (30) days, If a trustee or receiver is appointed to take possession of substantially all of the tenant's assets located on the Property.

Remedies, On the occurrence of any material default by tenant, A Greener Globe may, at any time thereafter, with or without notice or demand and without limiting A Greener Globe in the exercise of any right or remedy which A Greener Globe may have;

- a) Terminate Capitol Waste's right to possession of the property.
- b) Maintain Capitol Waste's right to possession, in which case this lease shall continue in effect whether or not Capitol Waste has abandoned the property.
- c) Pursue any other remedy now or hereafter available to A Greener Globe.

Handwritten signatures of GG and CW, written over the printed initials GG and CW.

LEASE AGREEMENT BETWEEN:  
A GREENER GLOBE, a California Non-Profit Public Benefit Corporation, hereinafter, Landlord,  
and, CAPITOL WASTE, A California Corporation. Hereinafter, Tenant.

PARAGRAPH 1.24 PROTECTION OF LENDERS:

A Greener Globe is empowered at it's pleasure to, subordinate, hypothecate, transfer, sell, any interest A Greener Globe may have in this lease, the property, or/and it's improvements, to anyone at anytime, with no notice to the Tenant. Any successor to A Greener Globe, would be obligated to the Tenant, in the same manner as A Greener Globe is obligated. Tenant agrees to sign and deliver any documents that acknowledges this lease. Tenant will reveal it's financial condition to A Greener Globe, annually, and A Greener Globe may use these documents to acquire subordination, hypothecation, transfer or sale of the property covered by this lease.

PARAGRAPH 1.25 LEGAL COST & ARBITRATION:

If Capitol Waste or A Greener Globe shall be in breach or default under this lease, such party (the defaulting party) shall reimburse the other party (the non-defaulting party) upon demand for any cost or expenses that the non-defaulting party incurs. All defaults, breaches and legal interpretation shall be by mutual arbitration.

PARAGRAPH 1.26 RECORDATION OF LEASE:

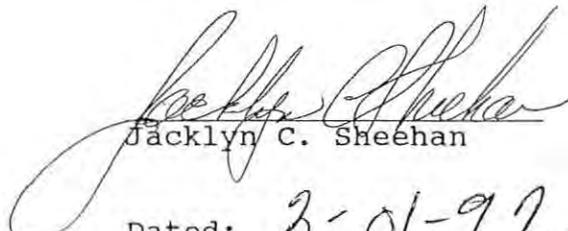
Capitol Waste nor A Greener Globe will record this lease in it's long form. a Memorandum of Lease, in short form, shall be executed by both parties and recorded in Placer and Sacramento Counties.

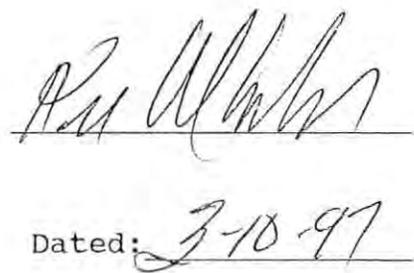
PARAGRAPH 1.27 COMPLIANCE:

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative codes and orders having jurisdiction over the parties, property or the subject matter of this agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, The Foreign Investment in Real Property Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans With Disabilities Act.

A GREENER GLOBE, A CALIFORNIA  
NON-PROFIT PUBLIC BENEFIT CORPORATION  
(LANDLORD) BY JACKLYN C. SHEEHAN  
SECRETARY, TREASURER,

CAPITOL WASTE  
A CALIFORNIA CORPORATION  
(TENANT) BY

  
Jacklyn C. Sheehan

  
Dated: 3-10-97

Dated: 3-01-97  
Page Six of Six Initials: GG [initials] CW [initials]

SUBLEASE NO. 2

between

CAPITOL WASTE, a California corporation

Landlord

and

GREEN ACRES NURSERY & SUPPLY, LLC, a California limited liability company

Tenant

Roseville, California

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SUBLEASE NO. 2

1. PARTIES

This Sublease No. 2, dated for reference purposes only as of the 4 day of 2, 2003, is made by and between Capitol Waste, a California corporation ("Landlord") and Green Acres Nursery & Supply, LLC, a California limited liability company ("Tenant"). Even though this document is technically a sublease, it is hereinafter referred to as the "Lease" for the purpose of convenience.

2. LEASE OF PREMISES

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises shown on Exhibit "A" and further described in Section 4(g), subject to the following conditions precedent:

- (i) Tenant's approval of Tenant's analysis of the economic feasibility of leasing, developing and operating a nursery on the Premises ("Feasibility Study"). Said economic analysis may include, without limitation, an assessment of the predicted or actual fees, construction costs, public dedications for roadways and easements, and other requirements associated with obtaining approval of entitlements, as may be required by local, state, and federal agencies. Within thirty (30) days after the Lease Term Commencement Date, Tenant shall deliver written notice to Landlord of its approval or disapproval of the Feasibility Study. In the event Tenant does not approve the Feasibility Study as provided herein, Tenant may terminate this Lease without liability or further obligation by delivering written notice to Landlord. In the event Tenant fails to provide written notice as provided herein, this condition shall be deemed to have been waived by Tenant.
- (ii) Tenant obtaining all permits and approvals necessary to construct and operate a nursery on the Premises. In the event Tenant does not obtain said permits and approvals on or before May 1, 2003, Tenant may terminate this Lease without liability or further obligation by delivering written notice to Landlord.
- (iii) Landlord shall obtain a non-disturbance agreement from the Master Landlord in the form of the attached Exhibit B-1, attached hereto and incorporated herein by reference.
- (iv) Landlord shall obtain a non-disturbance agreement from any lenders holding any note or other obligation secured by the Premises in the form of the attached Exhibit B-2, attached hereto and incorporated herein by reference.
- (v) Tenant shall have reviewed and approved the condition of title to the Property.

(b) This Lease is subject to the terms, covenants and conditions herein set forth and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of its terms, covenants and conditions.

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- (c) Except as provided in this Lease, Tenant shall pay all expenses associated with maintaining and operating the Premises during the Initial Lease Term, and any extension thereof, including, without limitation, real estate taxes, assessments, utilities, maintenance costs, repair costs, and insurance premiums.
- (d) Landlord represents and warrants to Tenant: (i) Landlord is the owner of a leasehold interest in the Premises pursuant to that certain Lease Agreement that commenced on March 1, 1997 ("Master Lease," incorporated herein by reference), made by and between A Greener Globe Corporation, a California non-profit public benefit corporation ("Master Landlord") as landlord, and Landlord as tenant, and that the Master Lease is in full force and effect and Landlord is lawfully in possession of the premises leased thereunder, (ii) that the Master Lease has commenced and that Landlord shall exercise any and all options to extend the Master Lease required to correspond to any extension of this Lease; (iii) that Landlord is the actual occupant in possession of the Building and Premises and Landlord has not assigned, sublet or hypothecated any portion of the Premises leased to Tenant, (iv) as of this date neither Master Landlord nor Landlord is in default in the performance of any of the terms and conditions of the Master lease, nor does any condition or circumstance exist which, with notice or passage of time, or both, would constitute a default under the Master Lease and Tenant is aware and has been copied on correspondence and documentation indicating that allegations of default have been made by Landlord and Mater Landlord that the respective parties to the Master Lease are in default and Landlord is making a good faith effort to resolve such disputes; (v) that Landlord has the right and authority to enter into this Lease and to grant Tenant the right to use the Premises as intended by this Lease; (vi) that the person signing this Lease has the authority to sign on behalf of Landlord; and (vii) that, subject to the terms and conditions of this Lease, Tenant is entitled to access to the Premises at all times and to the quiet possession of the Premises throughout the Initial Lease Term and each Option Term.
- (e) Landlord shall, at Landlord's sole cost and expense, at all times exercise diligent, commercially reasonable efforts to enforce Landlord's rights under the Master Lease.
- (f) Landlord and Tenant hereby acknowledge and agree that the Premises constitute a portion of the Berry Street Landfill and the use of the Premises is subject to the Berry Street Landfill's Postclosure Maintenance Plan (the "Plan"). Tenant hereby agrees to comply with the use restrictions contained in the Plan. With respect to the Plan and that certain letter from David A. Altman of the Department of Health and Human Services to Master Landlord dated October 24, 2002, Landlord agrees that Tenant shall bear no portion of the costs incurred by either the Master Landlord or the Landlord in conjunction with satisfying the requirements set forth in such letter.

### 3. TRADE NAME.

Tenant shall have the exclusive use any of the following trade names: Green Acres Nursery & Supply (the "Authorized Trade Names").

### 4. DEFINITIONS.

As used in this Lease, the following terms have the following meanings:

- (a) **Effective Date:** This Lease shall be effective as the date it has been fully executed by both parties.
- (b) **Landlord's Mailing Address:** P.O. Box 276430  
Sacramento, CA 95827-6430.
- (c) **Initial Lease Term:** The Initial Lease Term shall commence as of the Lease Term Commencement Date and shall continue thereafter for a period of five (5) years, unless earlier terminated pursuant to this Lease; provided, however, that Tenant shall have four (4) five (5)-year options and one (1) final two and one-half (2 1/2)-year option to extend (each option to extend, hereafter, "Option Term"), subject to the provisions of Section 34 of this Lease.
- (d) **Lease Term Commencement Date:** The Lease Term Commencement Date shall be 2-4-2003.
- (e) **Rent Commencement Date:** The Rent Commencement Date shall be 2-4-2003.
- (f) **Minimum Rent (Section 5):** The following is the schedule of Minimum Rent to be paid by Tenant to Landlord during the Initial Lease Term, and any Option Term:

Term	Minimum Rent
First Thirty Months	\$4,500.00 per month
Second Thirty Months	\$5,000.00 per month
Third Thirty Months	\$5,500.00 per month
Fourth Thirty Months	\$6,000.00 per month
Fifth Thirty Months	\$6,500.00 per month
Sixth Thirty Months	\$7,000.00 per month
Seventh Thirty Months	\$7,500.00 per month
Eighth Thirty Months	\$8,000.00 per month
Ninth Thirty Months	\$8,500.00 per month
Tenth Thirty Months	\$9,000.00 per month
Eleventh Thirty Months	\$9,500.00 per month

- (g) **Premises:** The land and improvements constructed thereon shown by diagonal lines on Exhibit "A" and commonly designated as 901 Galleria Boulevard, Roseville, California, consisting of an approximately one half (1/2) acres of land. Landlord and Tenant shall employ an engineer selected by mutual agreement to prepare a metes and bounds description of the land included as part of the Premises, and such metes and bounds description shall be added by amendment as a portion of Exhibit "A" when it is completed. Landlord shall pay all costs related to such survey. Tenant acknowledges that the Premises is not a separate legal parcel. Landlord is the tenant under two leases with Master Landlord, including the Master Lease, in which the combined premises under those leases is a separate legal parcel. Tenant waives all remedies it might have under the Subdivision Map Act, including but not limited to any right to terminate the Lease for failure of the Premises to comply with such Act, and other prevailing law on the grounds that the Premises is not a separate legal parcel.
- (h) **Security Deposit:** Zero (\$0).
- (i) **Tenant's Mailing Address:** The Premises and 8285 Hickam Avenue  
Las Vegas, NV 89129.
- (j) **Use:** Tenant shall use the Premises for the following purpose and shall not use or permit the Premises to be used for any other purpose without Landlord's prior written approval, which approval shall not be unreasonably withheld: Any lawful use.

#### 5. MINIMUM RENT AND ADJUSTMENTS TO MINIMUM RENT.

- (a) Tenant agrees to pay to Landlord the Minimum Rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Initial Lease Term, or Option Term, commencing on the Rent Commencement Date.
- (b) Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Unless otherwise expressly set forth in this Lease, all rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.
- (c) Tenant shall pay, as additional rent all sums required to be paid pursuant to the terms of this Lease. All amounts required to be paid by Tenant hereunder are sometimes collectively referred to as "rent" or "rental."

#### 6. SECURITY DEPOSIT.

On or before the Rent Commencement Date, Tenant shall deposit with Landlord the Security Deposit. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all of any part of the Security Deposit for

the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall to be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and thereafter shall be relieved of all responsibility with respect to the Security Deposit.

#### 7. TENANT'S WORK

Tenant shall perform the following:

- (a) Relocation or replacement of the existing water service back-flow prevention device located on the Premises, as may be required by local governmental agencies or the water service provider;
- (b) Installation of an underground sanitary sewer pipeline, in the location outlined in bold dashed line on the Site Plan of the Property, attached hereto as Exhibit C and incorporated herein by reference;
- (c) Compliance with the City of Roseville's requirements concerning the removal, closure or other handling of the existing septic tank and gray water holding tank on the Premises; and
- (d) Install or relocate fire hydrants as required by the City of Roseville.

Notwithstanding anything to the contrary hereinabove, Landlord shall satisfy the City of Roseville's concerns regarding the existing fill located on the Premises, remove its dumpsters and truck from the Premises and clean the tip slab. In the event that Landlord fails to perform such work within the thirty (30) days after the Lease Term Commencement Date, then Tenant may complete the same and offset all reasonable expenses to perform the same, plus an additional ten percent (10%) of such amount as a supervision fee, from the Minimum Rent, until Tenant has been fully reimbursed.

#### 8. RATES, TAXES, ASSESSMENTS AND OTHER CHARGES.

- (a) Except for any costs or expenses related to the Plan, Tenant will pay directly, before delinquent, all charges, duties, rates and other outgoings of every description to which the Premises, or any part thereof or any improvement thereon, may during the Initial Lease Term, and any Option Term, be assessed or become liable for electricity, gas, refuse collection, telephone, sewage disposal, water or any other utilities or services or any connections of meters therefor, whether assessed to or

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payable by the Landlord or Tenant; provided, however, that Tenant shall have the right to contest the amount or validity of any such rates or charges in the same manner as set forth below in Section 7. Tenant shall not be liable for any increases in taxes or assessments resulting from any "changes in ownership" (as defined in Sections 60 *et seq.* of the California Revenue and Taxation Code) caused by the Master Landlord or Landlord.

- (b) Tenant will pay to the Landlord, or, at Landlord's election, direct to the appropriate taxing or assessing source or authority, as additional rent, before the same become delinquent and before any fine, interest or penalty shall become due or be imposed by operation of law for nonpayment, all taxes and assessments of every description to which the Premises or any part thereof, and any improvements thereon are now or may during said Initial Lease Term, or any Option Term, be assessed or become liable, whether assessed to or payable by the Landlord or Tenant, excluding general excise taxes measured by and payable with respect to the Landlord's receipt of gross revenues pursuant to this Lease, and Landlord's income taxes. The party which makes a payment of real property taxes and assessments to the appropriate taxing or assessing authority shall in every such instance forthwith furnish to the other party a receipt or certificate evidencing such payment. In the event that Landlord fails to make timely payment of taxes and assessments, Tenant shall have the right to do so on Landlord's behalf and to deduct the amount thereof from Minimum Rent.
- (c) Tenant shall have the right to contest the amount or validity of any such imposition of any tax or assessment by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Tenant's covenant to pay any such imposition at the time and in the manner in this Section provided, unless the legal proceedings shall operate to prevent the sale of the Premises or any part thereof or the placing of any lien thereon to satisfy such imposition prior to the final determination of such proceedings, or Tenant shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings or shall have deposited with an independent escrow or trust company approved by Landlord and Tenant (Tenant to pay any escrow fees or trustees fees), as security for the payment of such imposition, either (i) money in an amount sufficient to pay said imposition together with all interest and penalties in connection therewith, and all charges that may or might be assessed against or become a charge on the Premises, or any part thereof, in said legal proceedings, or (ii) a surety bond in an equal amount written by a surety company satisfactory to Landlord. Any interest earned on the monies so deposited shall be added to such monies to increase the amount so deposited. Upon the termination of such legal proceedings or earlier if the release of such monies is necessary to prevent a sale of the Premises or any part thereof, said monies so deposited shall be applied to the payment, removal and discharge of said impositions, if any, then payable and the interest and penalties in connection therewith, and the charges accruing in such legal proceedings, and the balance, if any, shall promptly be paid to Tenant, provided Tenant is not in default under this Lease. In the event that such monies and the interest, if any, earned thereon shall be insufficient for this purpose, Tenant shall forthwith pay over to the aforementioned independent escrow or trust company an amount of money sufficient, together with the monies deposited pursuant to this Section, to pay the same. In the event of any default by Tenant under this Lease, Landlord is authorized to use any money deposited under this Section only to pay

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said imposition.

- (d) Any tax relating to a fiscal period of a taxing or imposing authority, only a part of which period is included within the Initial Lease Term, and any Option Term, shall be prorated between Landlord and Tenant so that Landlord shall pay the portion of such tax attributable to any period subsequent to the expiration or earlier termination of this Lease, and Tenant shall pay the portion of such tax attributable to any period during the Initial Lease Term, and any Option Term.
- (e) Except as expressly stated to the contrary in this Lease, nothing herein contained shall obligate or be deemed to require the payment by Tenant of any income, franchise, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any tax based upon the income, excess profits or revenues of Landlord, except for any tax, assessment, charge or levy upon the rent payable by Tenant under this Lease.
- (f) The Premises shall, to the extent a separate assessment is obtainable, be assessed in the name of Tenant, in which case all bills and notices concerning taxes and assessments on or in connection with the Premises shall be sent to Tenant. In the event that the Premises are not separately assessed, Tenant shall pay a proportionate share of such taxes and assessments for the land included within the tax parcel assessed, which portion shall be determined by agreement of Landlord and Tenant based upon the respective valuations assigned in the assessor's worksheets or other such information as is reasonably available. In the absence of such information, taxes and assessments shall be prorated to Tenant based upon the size of the land area of the Premises as compared to the overall size of the tax or assessment parcel. Tenant shall not be required to pay any tax, or any portion thereof, assessed against or based upon the value of improvements located on any property other than the Premises.
- (g) As between the parties hereto, Tenant alone shall be empowered to make or file any declaration, statement or report which may be permitted or required by law as the basis of or in connection with the determination, equalization, reduction or payment of any tax or assessment on the Premises which is or may become payable by Tenant under the provisions of this Section.
- (h) Landlord hereby acknowledges and agrees that the Premises are currently subject to delinquent taxes and assessments and that Landlord shall, in cooperation with Tenant, negotiate a tax redemption agreement with the Placer County Tax Assessor. Landlord and Tenant further acknowledge and agree that there is some confusion over whether such delinquent taxes and assessments are the responsibility of Landlord or Master Landlord. Notwithstanding this fact, Tenant will satisfy the obligations under the tax redemption agreement; provided, however, that Landlord obtain signed non-disturbance agreements as required under Section 2(a) above.

## 9. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises which will use or allow the Premises to be used for any unlawful purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

#### 10. COMPLIANCE WITH LAW.

Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force to the extent that such compliance arises as a result of Tenant's use and occupancy of the Premises; provided, however, that Tenant shall not have to pay any costs or incur any financial obligations as a result of the Plan or the fact that the Premises are part of the Berry Street Landfill.

Except as disclosed in this Lease to the contrary, Landlord hereby represents and warrants that, as of the execution of this Lease, it has no actual knowledge that the Premises or Property currently violates any federal, state or local law, ordinance or regulation related to hazardous materials, applicable zoning, building codes or the Americans with Disabilities Act of 1990, and further, the Premises and Property is in compliance with all federal, state and local laws, orders, regulations, ordinances, codes, rules and other requirements governing "Hazardous Materials" (as defined in Section 32), as such Act, law, orders, regulations, ordinances, codes, rules and requirements may be amended from time to time.

#### 11. ALTERATIONS AND ADDITIONS.

- (a) Tenant, at its sole election, may make any changes, improvements, alterations or additions to the Premises. Any contractor selected by Tenant must be licensed to do business in California and shall obtain and maintain reasonable types and levels of insurance as is customary in Landlord's reasonable determination.
- (b) Tenant shall not permit any lien to be recorded against the Premises for labor or materials furnished or claimed to have been furnished to Tenant or at its direction or sufferance. If any such lien shall be filed against the Premises, Tenant shall cause the same to be discharged within thirty (30) days after actual notice of such filing by payment or bond satisfying the requirements of Civil Code Section 3143 or any successor statute thereto. If Tenant shall fail to discharge any such lien, Landlord may, but shall not be obligated to, discharge the same, and the amount so paid or deposited by Landlord and all expenses incurred by Landlord, including reasonable attorneys' fees shall become immediately due and payable by Tenant to Landlord together with interest at the rate specified in Section 34 (b).
- (c) Landlord shall have the right to post and keep posted on the Premises any notices that may be provided for by law or which Landlord may deem to be proper for the protection of Landlord in order to keep the Premises free from liens. Tenant shall give Landlord at least ten (10) days' prior written notice of the date of commencement of any construction on the Premises in order to permit the posting of such notices.

#### 12. REPAIRS.

Tenant shall at Tenant's sole cost and expense keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or earlier termination of the Lease, surrender the Premises to Landlord pursuant to the terms of Section 31.

#### 13. ASSIGNMENT AND SUBLETTING.

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- (a) Tenant shall not assign or hypothecate this Lease or any interest herein, or sublet all or any portion of the Premises, or permit the use of the Premises by any party other than Tenant without the Landlord's prior written consent, which consent shall not be unreasonably withheld. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord. Landlord and Tenant agree, by way of example and without limitation, that it shall be reasonable for Landlord to withhold its consent if any of the following situations exist:
- (i) In Landlord's reasonable business judgment, the proposed assignee or sublessee lacks sufficient business reputation or experience to operate a successful business of the type and quality proposed for the Premises;
  - (ii) In Landlord's reasonable business judgment, the creditworthiness of the proposed assignee or sublessee is less than that of Tenant as of the date of execution of the Lease; or
  - (iii) The proposed assignment or subletting would breach any covenant of Landlord respecting radius, location or use in another lease for other properties owned by Landlord or an affiliated entity, a financing agreement for the Premises, or other agreement relating to the Premises which will materially affect Landlord's interest.
- (b) The consent by Landlord to any transfer, assignment, subletting, license or concession agreement shall not constitute a waiver of the necessity for such consent to any subsequent attempted transfer, assignment, subletting, license or concession agreement, nor shall it relieve Tenant or any guarantor from its covenants and obligations under the Lease. Receipt by Landlord of rental due hereunder from any party other than Tenant shall not be deemed to be a consent to any such assignment or subletting, nor relieve Tenant of its obligation to pay rental or other charges for the Initial Lease Term, and any Option Term.
- (c) Each transfer, assignment, subletting, license agreement, concession agreement and hypothecation to which there has been consent shall be by instrument in writing, in form reasonably satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, or mortgagor, and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee, and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee shall agree in writing for the benefit of the Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant and to retain all accounting records which Tenant is obligated to retain hereunder. One executed copy of such written instrument shall be delivered to Landlord. Each transfer, assignment, subletting, license agreement, concession agreement and hypothecation between Tenant and the transferee, assignee, sublessee, licensee, concessionaire or mortgagee shall specifically obligate such third party to observe and perform all of the obligations of this Lease and indicate that Landlord has the right to audit such other parties in accordance with the terms of this Lease. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Section shall operate to prevent any such transfer, assignment, subletting, license agreement, concession agreement or hypothecation from becoming effective.

- (d) Tenant agrees to pay to Landlord a reasonable fee to reimburse Landlord for attorneys' fees and administrative expenses involved with the review, processing and/or preparation of any documentation in connection with an assignment, subletting, license or concession agreement, change of ownership or control, hypothecation or other transfer of this Lease or Tenant's interest in the Premises, whether or not Landlord's consent to such transfer is required or obtained.

#### 14. SUBROGATION.

Any policy or policies of fire and extended perils insurance or similar casualty insurance, which either party obtains in connection with the Premises shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the injury or loss covered thereby.

#### 15. INSURANCE.

- (a) Tenant's Insurance. Tenant shall at its own expense procure and keep in force during the Initial Lease Term, and any Option Term:
- (i) Commercial general liability insurance, including contractual liability, and all such insurance against all liability for property damage and for injury to or death of persons occurring in, on or about the Premises or arising out of Tenant's use or occupancy of the Premises. The limits of liability of all such insurance shall be at least \$1,000,000.00 for injury to or death of any one person, \$2,000,000.00 for injury to or death of more than one person in one occurrence, and \$500,000.00 with respect to damage to property, with additional coverage under an umbrella policy in the amount of \$1,000,000.00. Such coverage shall be in a commercial general liability form with at least the following endorsements to the extent such endorsements are generally available: (i) deleting any employee exclusion on personal injury coverage, (ii) including employees as additional insureds, (iii) providing for blanket contractual coverage, broad form property damage coverage and products completed operations coverage (where applicable), and (iv) deleting any liquor liability exclusions. All such comprehensive general liability insurance shall specifically insure the performance by Tenant of its indemnity obligations under this Lease with respect to liability for injury to or death of persons and for damage to property.

All such policies shall name Landlord, Master Landlord (if the non-disturbance agreements are obtained pursuant to Section 2(a) above) and such other persons and entities as Landlord specifies from time to time, as additional insureds. Certified copies of certificates of insurance shall be delivered to Landlord within thirty (30) days after the Lease Term Commencement Date, and thereafter certified copies and certificates of all renewals of such policies of insurance shall be delivered to Landlord at least ten (10) days prior to the expiration of current coverage. As often as any such policy shall expire or terminate, renewal or

additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall provide that the companies writing such policies shall give to Landlord thirty (30) days' prior written notice (i) of any cancellation or lapse of the policies or (ii) of the effective date of any reduction in the amounts of insurance.

(b) Landlord's Insurance.

Landlord shall at its own expense procure and keep in force during the Initial Lease Term, and any Option Term, any and all policies of insurance required under the Master Lease.

All such policies shall name Tenant, and such other persons and entities as Tenant specifies from time to time, as additional insureds. Certified copies and certificates of insurance shall be delivered to Tenant within thirty (30) days after the Lease Term Commencement Date, and thereafter certified copies and certificates of all renewals of such policies of insurance shall be delivered to Tenant at least ten (10) days prior to the expiration of current coverage. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Landlord in like manner and to like extent. All such policies of insurance shall provide that the companies writing such policies shall give to Tenant thirty (30) days' prior written notice (i) of any cancellation or lapse of the policies or (ii) of the effective date of any reduction in the amounts of insurance.

All policies of insurance provided for in this Section 15 shall be issued by insurance companies with a general policyholders' rating of not less than A and a financial rating of XII as rated in the most current available "Best's Insurance Reports," and qualified to do business in the State of California.

16. INDEMNIFICATION.

Except as provided in this Lease to the contrary, Tenant shall indemnify and hold Landlord, its trustees, beneficiaries, officers, directors, partners, members, shareholders, agents, servants and employees and the property of Landlord, including the Premises, free and harmless from any and all liability, claims, loss, damages, or expenses, including reasonable attorneys' fees (collectively, "Indemnified Claims"), resulting from Tenant's occupation and use of the Premises. Notwithstanding any provision herein to the contrary, Landlord shall be liable for the willful misconduct and negligence of its agents, employees, servants and/or contractors.

To the extent that Landlord is indemnified under the Master Lease, Landlord shall indemnify and hold Tenant, its trustees, beneficiaries, officers, directors, partners, members, shareholders, agents, servants and employees and the property of Tenant, including the Premises, free and harmless from any and all Indemnified Claims resulting from the Plan or the fact that the Premises constitute part of the Berry Street Landfill.

17. WAIVER OF RECOVERY.

Tenant hereby waives any right of recovery against Landlord, its trustees, beneficiaries, officers, directors, partners, shareholders, agents, servants and employees for any injury or loss due to any hazard covered by the insurance that Tenant required to carry hereunder.

18. **INVALIDATION AND PREMIUM INCREASES.**

Tenant agrees not to do or permit anything to be done that would invalidate any insurance carried by Landlord. Tenant shall pay any increases in Landlord's insurance premiums caused by the nature of Tenant's occupancy or use by any act or omission of Tenant or any subtenant.

19. **WAIVER OF LOSS OR DAMAGE.**

Landlord shall not be liable for any damage to property of Tenant, or of others, located in, on or about the Premises, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or from the pipes or drainage facilities or from the surface or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any such damage caused by any other persons on the Premises or the public, or caused by operations in construction of any private, public or quasi-public work, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives. All property of Tenant kept or stored on or about the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives.

20. **PERSONAL PROPERTY TAXES.**

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Initial Lease Term, or any Option Term, upon all of Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located on, under or in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

21. **HOLDING OVER.**

This Lease shall terminate and be of no further force or effect, without further notice, upon expiration of the Initial Lease Term, or any Option Term, or upon earlier termination as herein provided, and any holding over by Tenant which is not authorized in writing by Landlord after expiration or earlier termination of the Initial Lease Term, or any Option Term, shall not constitute a renewal or Option Term, and such possession of the Premises shall be deemed a tenancy-at-sufferance, upon all of the provisions of the Lease, except that the Minimum Rent shall be increased to one hundred twenty-five percent (125%) of the Minimum Rent payable by Tenant at the expiration or earlier termination of the Initial Lease Term, or any Option Term. If Landlord desires to terminate such tenancy-at-sufferance, it shall give Tenant not less than thirty (30) days' advance written notice of the date of termination.

22. **ENTRY BY LANDLORD.**

Landlord reserves, and shall at any and all times during business hours have, the right to enter the Premises with prior reasonable notice, except in an emergency, to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises as Landlord may deem necessary or desirable, always providing that Tenant's use, access, visibility and parking shall not be materially or adversely affected. Landlord at any and all times shall have the right in an emergency to obtain entry to the Premises.

23. **TENANT'S DEFAULT.**

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

- (a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, provided such failure has continued for a period of five (5) days after written notice thereof by Landlord to Tenant.
- (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's

interest in this Lease, where such seizure is not discharged within thirty (30) days.

- (d) A default under Sublease No. 1 shall constitute a default under Sublease No. 2, and a default under Sublease No. 2 shall constitute a default under Sublease No. 1

#### 24. LATE CHARGE.

Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of rent due from Tenant is not received by Landlord within five (5) days after it is due, Tenant shall pay to Landlord an additional sum of ten percent (10.0%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

#### 25. REMEDIES UPON TENANT'S DEFAULT.

- (a) In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:
- (i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
  - (ii) The worth at the time of award of the amount by which the unpaid rent which would have been reasonably earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
  - (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus
  - (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligation under this Lease or which in the ordinary course of things would be likely to result therefrom.

As used in Subsections 25(a)(i) and 25(a)(ii) above, the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by law per annum. As used in Subsection 25(a)(iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the

Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

- (b) In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 25 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. The parties intend that Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue a lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations).

If Landlord shall elect to relet the Premises, the rentals received by Landlord from such reletting shall be applied as follows:

- (i) To the payment of all costs and expenses incurred by Landlord in connection with such reletting;
- (ii) To the payment of the cost of any alterations or any repairs to the Premises;
- (iii) To the payment of any indebtedness other than rent due hereunder from Tenant; and
- (iv) To the payment of rent due and unpaid hereunder;

and the residue, if any, shall be held by Landlord and applied to the payment of future rent as the same may become due and payable hereunder. In no event shall Tenant be entitled to any excess rent received by Landlord over and above that which Tenant is obligated to pay hereunder. Should that portion of such rent received from such reletting during any month which is applied to the payment of rent hereunder be less than the rent payable hereunder during that month by Tenant, then Tenant shall pay such deficiency to Landlord immediately upon demand, and such deficiency shall be calculated and paid monthly. Tenant shall also pay Landlord, as soon as ascertained and upon demand, all costs and expenses incurred by Landlord in connection with such reletting and in making any such alterations and repairs which are not covered by the rentals received from such reletting. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default.

- (c) All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from

any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

**26. RIGHT TO CURE OTHER PARTY'S DEFAULTS.**

Landlord may at any time after an event of default occurs, upon thirty (30) days' written notice, or a shorter period if additional damage may result, cure the act of default for the account and at the expense of Tenant. If Landlord at any time, by reason of an event of default, is compelled to pay, or elects to pay, any sum of money or to do any act that will incur the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees in instituting, prosecuting or defending any actions or proceedings to enforce Landlord's rights under this Lease, the sum or sums paid by Landlord [together with interest accruing until paid at the interest rate set forth in Section 36(h)], in addition to all other costs and damages shall be deemed to be additional rent under this Lease and shall be due from Tenant to Landlord immediately upon receipt of written demand therefor.

Tenant may at any time after an event of default occurs, upon thirty (30) days' written notice, or as a shorter period if additional damage may result, cure the act of default for the account and at the expense of Landlord. If Tenant at any time, by reason of an event of default, is compelled to pay, or elects to pay, any sum of money or to do any act that will incur the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees in instituting, prosecuting or defending any actions or proceedings to enforce Tenant's rights under this Lease, the sum or sums paid by Tenant [together with interest accruing until paid at the interest rate set forth in Section 36(h)], in addition to all other costs and damages shall be due from Landlord to Tenant immediately upon receipt of written demand therefor; provided, however, that if Landlord shall fail to reimburse Tenant within ten (10) days after such written demand, the Tenant may deduct the amount so owed from Minimum Rent until such time as Tenant obtains full reimbursement.

**27. DEFAULT BY LANDLORD.**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant's remedies in the event of default by Landlord shall include, but not be limited to, the right to terminate this Lease, and the right to seek damages, and/or injunctive relief.

**28. RECONSTRUCTION.**

In the event the Premises are substantially damaged by fire or casualty, Tenant shall have the option: (1) to repair, reconstruct or restore the Premises, in which event this Lease shall continue in full force and effect; or (2) to give notice to Landlord at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be the date of such casualty. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent shall be paid up to date of said such termination.

**29. EMINENT DOMAIN.**

If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. Landlord and Tenant acknowledge and agree that such taking or appropriation shall extend to and include a conveyance to any public or quasi-public authority under threat of the exercise of the power of eminent domain. If either less than or more than twenty-five percent (25%) of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced based upon the portion of the Premises that Tenant may thereafter use as compared to the total area of the Premises before such taking. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given on account of the reduction in the value of the leasehold, the taking of the fee or otherwise and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Initial Lease Term, or any Option Term. Tenant shall be entitled to any separate award made directly to Tenant.

**30. SIGNS.**

On the Premises, Tenant shall have the right, at Tenant's sole cost and expense, to install such signs as may be approved and permitted by the governmental agency having jurisdiction.

**31. SURRENDER OF PREMISES.**

Upon the expiration or earlier termination of this Lease, Tenant shall have the right to sever and remove from the Premises all improvements, fixtures, equipment and other property owned by Tenant or placed on the Premises by Tenant.

**32. HAZARDOUS MATERIALS.**

Landlord represents and acknowledges that: (i) the Property and Premises was formerly used as a landfill, and accepted wastes until 1987; (ii) a waste Transfer Station currently operates on the Property; (iii) pursuant to a Closure Plan and Post-Closure Maintenance Plan the landfill has been contoured and capped with a compacted clay cap; (iv) there is a possibility that hazardous wastes were dumped at the Property, and remain therein; (v) organic compounds have been detected in monitoring wells installed at the Property; (vi)

burned material on the Property has been found to contain lead and zinc exceeding the concentrations at which the State defines waste as hazardous; (vii) landfill gas, predominantly methane, is present at the Property.

- (a) Definition of Hazardous Materials. For the purposes of this Lease, "Hazardous Materials" shall mean any petroleum based product, flammable explosives, asbestos, urea formaldehyde, contamination or polluting materials, substances or wastes or any other substances presently or hereafter defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances" or "toxic wastes" under any federal, state or local statute, ordinance, rule or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Premises, including the soil or ground water conditions thereof.
- (b) Notice to Tenant. Upon receipt of any notice or warning, written or oral, from any federal, state or local governmental entity, regarding any noncompliance or threatened noncompliance with any federal, state or local public health or environmental statute, regulation, ordinance, requirement, rule, permit, or standard, Landlord shall notify Tenant in writing and shall provide copies of any written notice or warning. Landlord shall immediately advise Tenant in writing of (a) any and all governmental agency regulatory proceedings or enforcement actions instituted or threatened which require or could require investigation, mitigation, cleanup, alteration or abatement of conditions at the Premises, (b) all claims made or threatened by any party against Landlord or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant or contaminate or Hazardous Materials, (c) Landlord's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises, that could cause the Premises or any part thereof to be classified as "border-zone" property under the provisions of California Health and Safety Code Section 25220, *et seq.*, or regulations adopted pursuant thereto, and (d) Landlord's discovery of any occurrence or condition of the Premises or any real property adjoining or in the vicinity of the Premises which would or could subject Tenant or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any public health or environmental law.

If Landlord, or any representative, agent, employee, officer, or director of Landlord, knows, or has reason to believe, that any new release or re-release of a Hazardous Material has come to be located on or beneath or about the Premises, Landlord shall upon discovery of the release or suspected release, give written notice of that condition to Tenant.

- (c) Tenant's Right to Terminate. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right to terminate this Lease without further obligation or liability, immediately upon receipt of written notice by Landlord, if:
- (i) There has been a release of Hazardous Materials on, under or about the Premises;
  - (ii) Any cleanup, abatement, removal, remedial or other response action ("Response Action") is undertaken to remedy the effects of a release or

threatened release, where said Response Action in any way interferes with Tenant's use of the Premises, or, in the sole judgment of Tenant, negatively affects Tenant's business operations on the Premises.

33. **LANDLORD'S COVENANTS.**

- (a) Landlord has disclosed, and Tenant acknowledges that Landlord intends to develop the Property, excluding the Premises, as a retail or commercial use ("Future Development"). Tenant and Landlord wish to ensure that Tenant's use and enjoyment of the Premises will not be diminished by the Future Development or any uses thereon. Therefore, Landlord makes the following covenants with respect to the Future Development during the Initial Lease Term and any Option Term:
- (i) During the course of such Future Development, Landlord shall take any and all reasonable measures to minimize the interference to Tenant's use and enjoyment of the Premises.
  - (ii) No uses on the Future Development shall have any right to vehicular parking over the Premises.

34. **OPTIONS TO EXTEND.**

- (a) At the expiration of the Initial Lease Term, Tenant may extend this Lease for four (4) individual extended terms of five (5) years each and one (1) final extended term of two and one-half (2 ½) years by giving Landlord written notice of its intention so to do at least sixty (60) days prior to the expiration of the Initial Lease Term, or Option Term; provided, however, that Tenant has not received notice that it is in default, beyond any cure period, under the Lease on the date of giving such notice or on the date of commencement of the extended term and the period to cure such default has therefore expired. Such extended term shall be upon all of the terms and conditions of the Lease, excluding therefrom (i) any right to a further extension of the Initial Lease Term beyond the extended terms set forth hereinabove, and (ii) any right to continue to pay the same Minimum Rent then in effect. Notwithstanding anything to the contrary in this Lease and assuming that all options to extend are exercised, this Lease shall end on July 7, 2030.
- (b) Landlord's Lease Termination Notice. Landlord shall, no later than ninety (90) days before the expiration of the then existing term, deliver written notice to Tenant that this Lease shall terminate, and therein state upon what date it shall terminate ("Lease Termination Notice"). Notwithstanding anything contained in this Lease to the contrary, in the event Landlord fails to deliver the Lease Termination Notice in a timely manner, this Lease shall not be deemed to have terminated, but instead Tenant shall have the right to exercise any remaining Option Term by delivering to Landlord, no more than thirty (30) days after the expiration of the then existing term, written notice of Tenant's intention to extend this Lease.

35. **WAIVER OF LANDLORD'S LIEN**

Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of certain furniture, fixtures and equipment used in the conduct of Tenant's business with a third party financing entity (the "Lender") (the portion given as security for such financing being referred to herein as the "Collateral"), and that Tenant may in the future enter into replacement and/or supplemental financing arrangements with a Lender for financing the Collateral. Landlord hereby consents to the installation of the Collateral in the Leased Premises and agrees that, provided that Landlord is given prior written notice of such financing, then for so long as the obligations of Tenant to the Lender remain unpaid and owing; (i) the Collateral shall at all times be considered personal property owned by Tenant rather than fixtures, whether or not it becomes attached to the Building; (ii) Landlord disclaims any interest in the Collateral, and agrees not to assert any claim against the Collateral; (iii) that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for Rent due or to become due; and (iv) such Collateral may be removed by Lender following notice to Landlord and provided that, if such Lender conducts a public or private auction may not be held without first giving Landlord prior notice of the same, Lender shall assure that such auction causes minimal disruption to other tenants and users of the Project, and Lender shall promptly repair, at its sole expense, any and all damage to the Building and/or the Project resulting from such removal.

### 36. GENERAL PROVISIONS.

- (a) *Plats and Riders.* Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.
- (b) *Waiver.* The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- (c) *Joint Obligation.* If there be more than one (1) Tenant the obligations hereunder imposed shall be joint and several.
- (d) *Time.* Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- (e) *Successors and Assigns.* The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- (f) *Recordation.* Neither Landlord nor Tenant shall record this Lease. However, Landlord and Tenant agree to execute a recordable memorandum thereof, in the form of the Memorandum of Lease, attached hereto as Exhibit D, and incorporated herein by reference. Tenant may, at its sole cost and expense, record said Memorandum of Lease in the Official Records of Placer County.
- (g) *Quiet Possession.* Upon Tenant's paying the rent reserved hereunder and

observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Initial Lease Term, or any Option Term, subject to all the provisions of this Lease. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Initial Lease Term, and any Option Term.

- (h) *Interest.* Tenant hereby acknowledges that the late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after the due date, then said amount shall be determined to be past due. All past due rents, additional rents and/or other sums due to Landlord under this Lease shall bear interest from the due date until paid by Tenant at the annual interest rate of five (5) points over the prime rate then in effect or the highest rate allowed by law, whichever is less, and such interest shall be deemed to be additional rent. The payment of such interest shall not excuse or cure any default by Tenant under this Lease. Prime rate wherever it appears in this Lease shall mean the prime rate or base rate reported in the money rates column or section of the Wall Street Journal as being the base rate on corporate loans at large U.S. money center commercial banks. If the Wall Street Journal publishes more than one such rate, the highest of such rates shall apply. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by the Tenant.
- (i) *Prior Agreements.* This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- (j) *Inability to Perform.* This Lease and the obligations of either party hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such party.
- (k) *Partial Invalidity.* Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- (l) *Cumulative Remedies.* Except as expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

- (m) *Choice of Law.* This Lease shall be governed by the laws of the State in which the Premises are located.
- (n) *Attorneys' Fees.* In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover its expenses and costs, including its attorneys' fees and expert witness fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable. In addition, Tenant shall be responsible for any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges hereunder. Unless otherwise specifically provided herein, each instance in which the action, participation or assistance of Landlord is either reasonably required by this Lease or requested by Tenant, Landlord shall be without expense therefor, the cost and expense thereof of every reasonable nature, including, without limitation, professional fees for accountants, attorneys and other consultants, shall be borne by Tenant and paid on demand.
- (o) *Sale of Premises by Landlord.* In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- (p) *Subordination; Attornment.* Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof; provided, however, that such subordination agreement does not increase, change or otherwise alter Tenant's obligations or decrease Tenant's rights under the Lease; and, provided further, that the lender requesting such subordination shall execute a Non-Disturbance and Attornment Agreement substantially in the form of Exhibit "B" attached hereto.
- (q) *Notices.* Whenever this Lease requires or permits notice or demand to be given by either party to the other, such notice or demand shall be in writing and given or served in writing forwarded by certified mail, return receipt requested, addressed to the parties at the addresses specified in Sections 4(b) and 4(i) hereof. Either party may change such address by written notice to the other as herein provided.
- (r) *Tenant's Statement (Estoppel Certificate).* Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such

defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the Initial Lease Term, or any Option Term,. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

- (s) *Authority of Tenant.* If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation. If Tenant is a partnership, each individual executing this Lease for Tenant represents and warrants that he, she or it is a general partner of the partnership, that he, she or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership.
- (t) *Waiver of California Code Sections.* Except as noted to the contrary herein, Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, Civil Code Sections 1932(1), 1941 and 1942 with respect to Landlord's repair duties and Tenant's right to repair, and Code of Civil Procedures Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises by condemnation as herein defined, and any right of redemption or reinstatement of Tenant under any present or future case law or statutory provisions (including Code of Civil Procedure Sections 473 and 1179 and Civil Code Section 3275) in the event Tenant is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution to the statutes specified herein.
- (u) *Consent and Approval.* Except as noted to the contrary in this Lease, whenever the consent, approval or assistance of Landlord or Tenant is required under the terms of or in connection with this Lease, such consent, approval or action shall not be arbitrarily or unreasonably withheld, delayed or conditioned.
- (v) *Interpretation and Definitions.* The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against either party. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease:
- (1) *Number and Gender.* In this Lease, the neuter gender includes the masculine and feminine, and the singular number includes the plural, and the word "person" includes corporation, partnership, firm, limited liability company or association wherever the context so requires.
  - (2) *Mandatory and Permissive.* "Shall," "will," and "agree" are mandatory, "may" is permissive.
  - (3) *Captions.* Captions of the articles, sections and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

- (w) *Computation of Time.* The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Sunday or federal holiday, and then it is also excluded.
- (x) *Conditions and Covenants.* All the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the word specifically expressing or importing covenants and conditions were used in separate provisions.
- (y) *No Merger of Estates.* If both Landlord and Tenant's estates in the Premises or the improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of the owner and with the written consent of the mortgagee or mortgagees under all mortgages existing under the provisions of this Lease relating to the purchase or construction of improvements.
- (z) *Relationship of Parties.* Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of the rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of lessor and lessee.
- (aa) *Brokers.* Tenant shall be solely responsible to pay all commissions to Brian Hanson, Marcus and Millichap, as broker for Tenant. Each party represents that it has not had dealings with any real estate broker, agent, finder, or other person with respect to this Lease in any manner, unless otherwise disclosed herein. Each party shall hold harmless, indemnify and defend the other party from all damages resulting from any claims that may be asserted against the other party by any broker, agent, finder, or other person, with whom the other party has or purportedly has dealt.
- (bb) *Survival.* All obligations and undertakings of the parties which are executory in nature at the expiration or earlier termination of the Initial Lease Term, or any Option Term, shall survive such expiration or termination.
- (cc) *Counterparts.* This Lease may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- (dd) *Waiver of Trial by Jury.* Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim (including any claim of injury or damage and any emergency and other statutory remedy in respect thereof) brought by either against the other on any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises.
- (ee) *Definition of Rent.* All sums payable by Tenant under this Lease are deemed to constitute rent.



IN WITNESS WHEREOF, the parties have executed this Sublease No. 2 as of the day and year first above written.

LANDLORD: Capitol Waste, a California corporation

TENANT: Green Acres Nursery & Supply, LLC, a California limited liability company

By: [Signature]  
Print Name: JDA Whitmore  
Its: Chairman of the Board/President/  
Vice President  
(CIRCLE ONE)

By: [Signature]  
Its: Mary M...

By: [Signature]  
Print Name: JDA Whitmore  
Its: Secretary/Assistant Secretary/  
Chief Financial Officer/Assistant Treasurer  
(CIRCLE ONE)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

David B. Durrett, Esq.  
Cohen ♦ Durrett  
8880 Cal Center Drive, Suite 190  
Sacramento, CA 95826

05-30-2003  
20030086906

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NON-DISTURBANCE AGREEMENT NO. 1

THIS AGREEMENT is made as of the 25 day of MARCH, 2003, by and between A Greener Globe Corporation, a California non-profit public benefit corporation, hereinafter called "Owner," and Green Acres Nursery & Supply, LLC, a California limited liability company hereinafter called "Tenant."

PRELIMINARY:

A. Owner and Capitol Waste, a California corporation (hereinafter referred to as "Landlord") have entered into that certain Industrial Real Estate Lease, dated December 11, 1996 (hereinafter referred to as the "Master Lease"), demising certain real property situate in the County of Placer, State of California, described in Exhibit A attached hereto and incorporated herein.

B. Landlord and Tenant have entered into a Sublease No. 2 dated 2-4-, 2003, (hereinafter referred to as the "Lease"), covering a portion of the premises demised by the Master Lease and granting to Tenant certain rights with respect to the balance of the premises demised by the Master Lease.

C. The parties hereto now desire to enter into this Agreement so as to clarify their rights, duties and obligations under the Master Lease and the Lease and to further provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual agreement of the parties hereto to the terms and conditions hereinafter contained, Tenant and Owner hereby covenant and agree as follows:

1. In the event Landlord shall default in the payment of any sum or performance of any covenant or condition of the Master Lease, all as provided therein, or in the event of any expiration or termination of the Master Lease, for any reason whatsoever prior to the expiration of the term of the Lease as provided in the Lease, then Owner and Tenant do hereby agree that the Lease and all of the terms, provisions, agreements and covenants thereof shall survive any such default or defaults in, or expiration or termination of, the Master Lease, whether such termination occurs as a result of, or arising out of, any such default or defaults, or otherwise, and the Lease shall continue in full force and effect in accordance with and subject to all of its terms, provisions, covenants and agreements as a direct lease with Owner as Landlord and Tenant as tenant. Owner shall exercise and undertake all of the rights, obligations and duties of Landlord in and under the Lease and thereafter shall be entitled to collect all rents and payments being due and payable under the Lease.

2. Owner agrees that, prior to terminating the Master Lease or taking any proceedings to enforce any such termination thereof for any reason other than the expiration of the term of the Master Lease as provided therein, Owner shall give Tenant thirty (30) days' notice in writing prior to the effective date of such termination, specifying the reason for such

termination. Such notice shall be given to Tenant at 901 Galleria Boulevard, Roseville, CA 95678 or at such other address as Tenant may designate to Owner in writing.

3. Owner agrees that, for and during the term of the Lease and extensions thereof, Owner shall not take any action, directly or indirectly, to disturb or otherwise affect Tenant's occupancy of the premises demised by the Lease, so long as Tenant is not in default thereunder, notwithstanding any provisions to the contrary contained in the Master Lease.

4. No provision contained herein shall be deemed an amendment or modification of any provisions contained in the Lease.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, transferees and assigns.

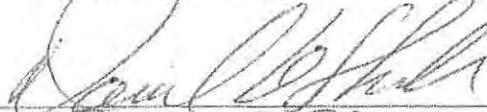
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove set forth.

OWNER: A Greener Globe Corporation, a California non-profit public benefit corporation

TENANT: Green Acres Nursery & Supply, LLC, a California limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Chairman of the Board/President/  
Vice President  
(CIRCLE ONE)

By:   
Print Name: MARK GILL  
Managing Member

By:   
Print Name: DANIEL S. SHEEH  
Its: Secretary/Assistant Secretary/  
Chief Financial Officer/Assistant Treasurer  
(CIRCLE ONE)

ACKNOWLEDGMENTS ATTACHED

SUBLEASE NO. 1

between

CAPITOL WASTE, a California corporation

Landlord

and

GREEN ACRES NURSERY & SUPPLY, LLC, a California limited liability company

Tenant

Roseville, California

## SUBLEASE NO. 1

## 1. PARTIES

This Sublease No. 1, dated for reference purposes only as of the 4 day of 2, 2003, is made by and between Capitol Waste, a California corporation ("Landlord") and Green Acres Nursery & Supply, LLC, a California limited liability company ("Tenant"). Even though this document is technically a sublease, it is hereinafter referred to as the "Lease" for the purpose of convenience.

## 2. LEASE OF PREMISES

- (a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises shown on Exhibit "A" and further described in Section 4(g), subject to the following conditions precedent:
- (i) Tenant's approval of Tenant's analysis of the economic feasibility of leasing, developing and operating a nursery on the Premises ("Feasibility Study"). Said economic analysis may include, without limitation, an assessment of the predicted or actual fees, construction costs, public dedications for roadways and easements, and other requirements associated with obtaining approval of entitlements, as may be required by local, state, and federal agencies. Within thirty (30) days after the Lease Term Commencement Date, Tenant shall deliver written notice to Landlord of its approval or disapproval of the Feasibility Study. In the event Tenant does not approve the Feasibility Study as provided herein, Tenant may terminate this Lease without liability or further obligation by delivering written notice to Landlord. In the event Tenant fails to provide written notice as provided herein, this condition shall be deemed to have been waived by Tenant.
  - (ii) Tenant obtaining all permits and approvals necessary to construct and operate a nursery on the Premises. In the event Tenant does not obtain said permits and approvals on or before May 1, 2003, Tenant may terminate this Lease without liability or further obligation by delivering written notice to Landlord.
  - (iii) Landlord shall obtain a non-disturbance agreement from the Master Landlord in the form of the attached Exhibit B-1, attached hereto and incorporated herein by reference.
  - (iv) Landlord shall obtain a non-disturbance agreement from any lenders holding any note or other obligation secured by the Premises in the form of the attached Exhibit B-2, attached hereto and incorporated herein by reference.
  - (v) Tenant shall have reviewed and approved the condition of title to the Property.
- (b) This Lease is subject to the terms, covenants and conditions herein set forth and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of its terms, covenants and conditions.

- (c) Except as provided in this Lease, Tenant shall pay all expenses associated with maintaining and operating the Premises during the Initial Lease Term, and any extension thereof, including, without limitation, real estate taxes, assessments, utilities, maintenance costs, repair costs, and insurance premiums.
- (d) Landlord represents and warrants to Tenant: (i) Landlord is the owner of a leasehold interest in the Premises pursuant to that certain Industrial Real Estate Lease, dated December 11, 1996, ~~as extended by that certain Amendment No. 1 to Lease dated January 7, 2003~~ ("Master Lease," incorporated herein by reference), made by and between A Greener Globe Corporation, a California non-profit public benefit corporation ("Master Landlord") as landlord, and Landlord as tenant, and that the Master Lease is in full force and effect and Landlord is lawfully in possession of the premises leased thereunder, (ii) that the Master Lease has commenced and that Landlord shall exercise any and all options to extend the Master Lease required to correspond to any extension of this Lease; (iii) that Landlord is the actual occupant in possession of the Building and Premises and Landlord has not assigned, sublet or hypothecated any portion of the Premises leased to Tenant, (iv) as of this date neither Master Landlord nor Landlord is in default in the performance of any of the terms and conditions of the Master lease, nor does any condition or circumstance exist which, with notice or passage of time, or both, would constitute a default under the Master Lease and Tenant is aware and has been copied on correspondence and documentation indicating that allegations of default have been made by Landlord and Mater Landlord that the respective parties to the Master Lease are in default and Landlord is making a good faith effort to resolve such disputes; (v) that Landlord has the right and authority to enter into this Lease and to grant Tenant the right to use the Premises as intended by this Lease; (vi) that the person signing this Lease has the authority to sign on behalf of Landlord; and (vii) that, subject to the terms and conditions of this Lease, Tenant is entitled to access to the Premises at all times and to the quiet possession of the Premises throughout the Initial Lease Term and each Option Term.
- (e) Landlord shall, at Landlord's sole cost and expense, at all times exercise diligent, commercially reasonable efforts to enforce Landlord's rights under the Master Lease.
- (f) Landlord and Tenant hereby acknowledge and agree that the Premises constitute a portion of the Berry Street Landfill and the use of the Premises is subject to the Berry Street Landfill's Postclosure Maintenance Plan (the "Plan"). Tenant hereby agrees to comply with the use restrictions contained in the Plan. With respect to the Plan and that certain letter from David A. Altman of the Department of Health and Human Services to Master Landlord dated October 24, 2002, Landlord agrees that Tenant shall bear no portion of the costs incurred by either the Master Landlord or the Landlord in conjunction with satisfying the requirements set forth in such letter.

3. TRADE NAME.

Tenant shall have the exclusive use any of the following trade names: Green Acres Nursery & Supply (the "Authorized Trade Names").

4. DEFINITIONS.

As used in this Lease, the following terms have the following meanings:

- (a) **Effective Date:** This Lease shall be effective as the date it has been fully executed by both parties.
- (b) **Landlord's Mailing Address:** P.O. Box 276430  
Sacramento, CA 95827-6430.
- (c) **Initial Lease Term:** The Initial Lease Term shall commence as of the Lease Term Commencement Date and shall continue thereafter for a period of five (5) years, unless earlier terminated pursuant to this Lease; provided, however, that Tenant shall have two (2) five (5)-year options and one (1) final option to extend of approximately one (1) year but ending on December 30, 2018 (each option to extend, hereafter, "Option Term"), subject to the provisions of Section 34 of this Lease.
- (d) **Lease Term Commencement Date:** The Lease Term Commencement Date shall be 2-4-2003.
- (e) **Rent Commencement Date:** The Rent Commencement Date shall be 2-4-2003.
- (f) **Minimum Rent (Section 5):** The following is the schedule of Minimum Rent to be paid by Tenant to Landlord during the Initial Lease Term, and any Option Term:

Term	Minimum Rent
First Thirty Months	\$8,500.00 per month
Second Thirty Months	\$11,250.00 per month
Third Thirty Months	\$14,250.00 per month
Fourth Thirty Months	\$17,500.00 per month
Fifth Thirty Months	\$20,500.00 per month
Sixth Thirty Months	\$23,000.00 per month

- (g) **Premises:** The land and improvements constructed thereon shown by diagonal lines on Exhibit "A" and commonly designated as 901 Galleria Boulevard, Roseville, California, consisting of an approximately 17,000 square foot building, and approximately 2.0 acres of asphalt pavement located on approximately 1.65 acres of land. Landlord and Tenant shall employ an engineer selected by mutual agreement to prepare a metes and bounds description of the land included as part of the Premises, and such metes and bounds description shall be added by amendment as a portion of Exhibit "A" when it is completed. Landlord shall pay all costs related to such survey. Tenant acknowledges that the Premises is not a separate legal parcel. Landlord is the tenant under two leases with Master Landlord, including the Master Lease, in which the combined premises under those leases is a separate legal parcel. Tenant waives all remedies it might have under the Subdivision Map Act, including

but not limited to any right to terminate the Lease for failure of the Premises to comply with such Act, and other prevailing law on the grounds that the Premises is not a separate legal parcel.

- (h) *Security Deposit: Zero (\$0).*
- (i) *Tenant's Mailing Address:* The Premises and 8285 Hickam Avenue  
Las Vegas, NV 89129.
- (j) *Use:* Tenant shall use the Premises for the following purpose and shall not use or permit the Premises to be used for any other purpose without Landlord's prior written approval, which approval shall not be unreasonably withheld: Any lawful use.

#### 5. MINIMUM RENT AND ADJUSTMENTS TO MINIMUM RENT.

- (a) Tenant agrees to pay to Landlord the Minimum Rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Initial Lease Term, or Option Term, commencing on the Rent Commencement Date.
- (b) Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Unless otherwise expressly set forth in this Lease, all rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.
- (c) Tenant shall pay, as additional rent all sums required to be paid pursuant to the terms of this Lease. All amounts required to be paid by Tenant hereunder are sometimes collectively referred to as "rent" or "rental."

#### 6. SECURITY DEPOSIT.

On or before the Rent Commencement Date, Tenant shall deposit with Landlord the Security Deposit. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all of any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall to be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to

Landlord's successor in interest and thereafter shall be relieved respect to the Security Deposit.

7. **TENANT'S WORK.**

Tenant shall perform the following:

- (a) Relocation or replacement of the existing water service back-flow device located on the Premises, as may be required by local government agencies or the water service provider;
- (b) Installation of an underground sanitary sewer pipeline, in the location outlined in bold dashed line on the Site Plan of the Property, attached hereto as Exhibit C and incorporated herein by reference;
- (c) Compliance with the City of Roseville's requirements concerning the removal, closure or other handling of the existing septic tank and gray water holding tank on the Premises; and
- (d) Install or relocate fire hydrants as required by the City of Roseville.

Notwithstanding anything to the contrary hereinabove, Landlord shall satisfy the City of Roseville's concerns regarding the existing fill located on the Premises, remove its dumpsters and truck from the Premises and clean the tip slab. In the event that Landlord fails to perform such work within the thirty (30) days after the Lease Term Commencement Date, then Tenant may complete the same and offset all reasonable expenses to perform the same, plus an additional ten percent (10%) of such amount as a supervision fee, from the Minimum Rent, until Tenant has been fully reimbursed.

8. **RATES, TAXES, ASSESSMENTS AND OTHER CHARGES.**

- (a) Except for any costs or expenses related to the Plan, Tenant will pay directly, before delinquent, all charges, duties, rates and other outgoings of every description to which the Premises, or any part thereof or any improvement thereon, may during the Initial Lease Term, and any Option Term, be assessed or become liable for electricity, gas, refuse collection, telephone, sewage disposal, water or any other utilities or services or any connections of meters therefor, whether assessed to or payable by the Landlord or Tenant; provided, however, that Tenant shall have the right to contest the amount or validity of any such rates or charges in the same manner as set forth below in Section 7. Tenant shall not be liable for any increases in taxes or assessments resulting from any "changes in ownership" (as defined in Sections 60 et seq. of the California Revenue and Taxation Code) caused by the Master Landlord or Landlord.
- (b) Tenant will pay to the Landlord, or, at Landlord's election, direct to the appropriate taxing or assessing source or authority, as additional rent, before the same become delinquent and before any fine, interest or penalty shall become due or be imposed by operation of law for nonpayment, all taxes and assessments of every description to which the Premises or any part thereof, and any improvements thereon are now or

may during said Initial Lease Term, or any Option Term, be assessed or become liable, whether assessed to or payable by the Landlord or Tenant, excluding general excise taxes measured by and payable with respect to the Landlord's receipt of gross revenues pursuant to this Lease, and Landlord's income taxes. The party which makes a payment of real property taxes and assessments to the appropriate taxing or assessing authority shall in every such instance forthwith furnish to the other party a receipt or certificate evidencing such payment. In the event that Landlord fails to make timely payment of taxes and assessments, Tenant shall have the right to do so on Landlord's behalf and to deduct the amount thereof from Minimum Rent.

- (c) Tenant shall have the right to contest the amount or validity of any such imposition of any tax or assessment by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Tenant's covenant to pay any such imposition at the time and in the manner in this Section provided, unless the legal proceedings shall operate to prevent the sale of the Premises or any part thereof or the placing of any lien thereon to satisfy such imposition prior to the final determination of such proceedings, or Tenant shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings or shall have deposited with an independent escrow or trust company approved by Landlord and Tenant (Tenant to pay any escrow fees or trustees fees), as security for the payment of such imposition, either (i) money in an amount sufficient to pay said imposition together with all interest and penalties in connection therewith, and all charges that may or might be assessed against or become a charge on the Premises, or any part thereof, in said legal proceedings, or (ii) a surety bond in an equal amount written by a surety company satisfactory to Landlord. Any interest earned on the monies so deposited shall be added to such monies to increase the amount so deposited. Upon the termination of such legal proceedings or earlier if the release of such monies is necessary to prevent a sale of the Premises or any part thereof, said monies so deposited shall be applied to the payment, removal and discharge of said impositions, if any, then payable and the interest and penalties in connection therewith, and the charges accruing in such legal proceedings, and the balance, if any, shall promptly be paid to Tenant, provided Tenant is not in default under this Lease. In the event that such monies and the interest, if any, earned thereon shall be insufficient for this purpose, Tenant shall forthwith pay over to the aforementioned independent escrow or trust company an amount of money sufficient, together with the moneys deposited pursuant to this Section, to pay the same. In the event of any default by Tenant under this Lease, Landlord is authorized to use any monies deposited under this Section only to pay said imposition.
- (d) Any tax relating to a fiscal period of a taxing or imposing authority, only a part of which period is included within the Initial Lease Term, and any Option Term, shall be prorated between Landlord and Tenant so that Landlord shall pay the portion of such tax attributable to any period subsequent to the expiration or earlier termination of this Lease, and Tenant shall pay the portion of such tax attributable to any period during the Initial Lease Term, and any Option Term.
- (e) Except as expressly stated to the contrary in this Lease, nothing herein contained shall obligate or be deemed to require the payment by Tenant of any income, franchise, estate, inheritance, succession, capital levy or transfer tax of Landlord, or

any tax based upon the income, excess profits or revenues of Landlord, except for any tax, assessment, charge or levy upon the rent payable by Tenant under this Lease.

- (f) The Premises shall, to the extent a separate assessment is obtainable, be assessed in the name of Tenant, in which case all bills and notices concerning taxes and assessments on or in connection with the Premises shall be sent to Tenant. In the event that the Premises are not separately assessed, Tenant shall pay a proportionate share of such taxes and assessments for the land included within the tax parcel assessed, which portion shall be determined by agreement of Landlord and Tenant based upon the respective valuations assigned in the assessor's worksheets or other such information as is reasonably available. In the absence of such information, taxes and assessments shall be prorated to Tenant based upon the size of the land area of the Premises as compared to the overall size of the tax or assessment parcel. Tenant shall not be required to pay any tax, or any portion thereof, assessed against or based upon the value of improvements located on any property other than the Premises.
- (g) As between the parties hereto, Tenant alone shall be empowered to make or file any declaration, statement or report which may be permitted or required by law as the basis of or in connection with the determination, equalization, reduction or payment of any tax or assessment on the Premises which is or may become payable by Tenant under the provisions of this Section.
- (h) Landlord hereby acknowledges and agrees that the Premises are currently subject to delinquent taxes and assessments and that Landlord shall, in cooperation with Tenant, negotiate a tax redemption agreement with the Placer County Tax Assessor. Landlord and Tenant further acknowledge and agree that there is some confusion over whether such delinquent taxes and assessments are the responsibility of Landlord or Master Landlord. Notwithstanding this fact, Tenant will satisfy the obligations under the tax redemption agreement; provided, however, that Landlord obtain signed non-disturbance agreements as required under Section 2(a) above.

#### 9. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises which will use or allow the Premises to be used for any unlawful purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

#### 10. COMPLIANCE WITH LAW.

Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force to the extent that such compliance arises as a result of Tenant's use and occupancy of the Premises; provided, however, that Tenant shall not have to pay any costs or incur any financial obligations as a result of the Plan or the fact that the Premises are part of the Berry Street Landfill.

Except as disclosed in this Lease to the contrary, Landlord hereby represents and warrants that, as of the execution of this Lease, it has no actual knowledge that the Premises or

Property currently violates any federal, state or local law, ordinance or regulation related to hazardous materials, applicable zoning, building codes or the Americans with Disabilities Act of 1990, and further, the Premises and Property is in compliance with all federal, state and local laws, orders, regulations, ordinances, codes, rules and other requirements governing "Hazardous Materials" (as defined in Section 32), as such Act, law, orders, regulations, ordinances, codes, rules and requirements may be amended from time to time.

**11. ALTERATIONS AND ADDITIONS.**

- (a) Tenant, at its sole election, may make any changes, improvements, alterations or additions to the Premises. Any contractor selected by Tenant must be licensed to do business in California and shall obtain and maintain reasonable types and levels of insurance as is customary in Landlord's reasonable determination.
- (b) Tenant shall not permit any lien to be recorded against the Premises for labor or materials furnished or claimed to have been furnished to Tenant or at its direction or sufferance. If any such lien shall be filed against the Premises, Tenant shall cause the same to be discharged within thirty (30) days after actual notice of such filing by payment or bond satisfying the requirements of Civil Code Section 3143 or any successor statute thereto. If Tenant shall fail to discharge any such lien, Landlord may, but shall not be obligated to, discharge the same, and the amount so paid or deposited by Landlord and all expenses incurred by Landlord, including reasonable attorneys' fees shall become immediately due and payable by Tenant to Landlord together with interest at the rate specified in Section 34 (h).
- (c) Landlord shall have the right to post and keep posted on the Premises any notices that may be provided for by law or which Landlord may deem to be proper for the protection of Landlord in order to keep the Premises free from liens. Tenant shall give Landlord at least ten (10) days' prior written notice of the date of commencement of any construction on the Premises in order to permit the posting of such notices.

**12. REPAIRS.**

Tenant shall at Tenant's sole cost and expense keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or earlier termination of the Lease, surrender the Premises to Landlord pursuant to the terms of Section 31.

**13. ASSIGNMENT AND SUBLETTING.**

- (a) Tenant shall not assign or hypothecate this Lease or any interest herein, or sublet all or any portion of the Premises, or permit the use of the Premises by any party other than Tenant without the Landlord's prior written consent, which consent shall not be unreasonably withheld. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord. Landlord and Tenant agree, by way of example and without limitation, that it shall be reasonable for Landlord to withhold its consent if any of the following situations exist:
  - (i) In Landlord's reasonable business judgment, the proposed assignee or

- sublessee lacks sufficient business reputation or experience to operate a successful business of the type and quality proposed for the Premises;
  - (ii) In Landlord's reasonable business judgment, the creditworthiness of the proposed assignee or sublessee is less than that of Tenant as of the date of execution of the Lease; or
  - (iii) The proposed assignment or subletting would breach any covenant of Landlord respecting radius, location or use in another lease for other properties owned by Landlord or an affiliated entity, a financing agreement for the Premises, or other agreement relating to the Premises which will materially affect Landlord's interest.
- (b) The consent by Landlord to any transfer, assignment, subletting, license or concession agreement shall not constitute a waiver of the necessity for such consent to any subsequent attempted transfer, assignment, subletting, license or concession agreement, nor shall it relieve Tenant or any guarantor from its covenants and obligations under the Lease. Receipt by Landlord of rental due hereunder from any party other than Tenant shall not be deemed to be a consent to any such assignment or subletting, nor relieve Tenant of its obligation to pay rental or other charges for the Initial Lease Term, and any Option Term.
- (c) Each transfer, assignment, subletting, license agreement, concession agreement and hypothecation to which there has been consent shall be by instrument in writing, in form reasonably satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, or mortgagor, and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee, and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee shall agree in writing for the benefit of the Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant and to retain all accounting records which Tenant is obligated to retain hereunder. One executed copy of such written instrument shall be delivered to Landlord. Each transfer, assignment, subletting, license agreement, concession agreement and hypothecation between Tenant and the transferee, assignee, sublessee, licensee, concessionaire or mortgagee shall specifically obligate such third party to observe and perform all of the obligations of this Lease and indicate that Landlord has the right to audit such other parties in accordance with the terms of this Lease. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Section shall operate to prevent any such transfer, assignment, subletting, license agreement, concession agreement or hypothecation from becoming effective.
- (d) Tenant agrees to pay to Landlord a reasonable fee to reimburse Landlord for attorneys' fees and administrative expenses involved with the review, processing and/or preparation of any documentation in connection with an assignment, subletting, license or concession agreement, change of ownership or control, hypothecation or other transfer of this Lease or Tenant's interest in the Premises, whether or not Landlord's consent to such transfer is required or obtained.

#### 14. SUBROGATION.

Any policy or policies of fire and extended perils insurance or similar casualty insurance, which either party obtains in connection with the Premises shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the injury or loss covered thereby.

#### 15. INSURANCE.

(a) Tenant's Insurance. Tenant shall at its own expense procure and keep in force during the Initial Lease Term, and any Option Term:

- (i) Commercial general liability insurance, including contractual liability, and all such insurance against all liability for property damage and for injury to or death of persons occurring in, on or about the Premises or arising out of Tenant's use or occupancy of the Premises. The limits of liability of all such insurance shall be at least \$1,000,000.00 for injury to or death of any one person, \$2,000,000.00 for injury to or death of more than one person in one occurrence, and \$500,000.00 with respect to damage to property, with additional coverage under an umbrella policy in the amount of \$1,000,000.00. Such coverage shall be in a commercial general liability form with at least the following endorsements to the extent such endorsements are generally available: (i) deleting any employee exclusion on personal injury coverage, (ii) including employees as additional insureds, (iii) providing for blanket contractual coverage, broad form property damage coverage and products completed operations coverage (where applicable), and (iv) deleting any liquor liability exclusions. All such comprehensive general liability insurance shall specifically insure the performance by Tenant of its indemnity obligations under this Lease with respect to liability for injury to or death of persons and for damage to property.

All such policies shall name Landlord, Master Landlord (if the non-disturbance agreements are obtained pursuant to Section 2(a) above) and such other persons and entities as Landlord specifies from time to time, as additional insureds. Certified copies of certificates of insurance shall be delivered to Landlord within thirty (30) days after the Lease Term Commencement Date, and thereafter certified copies and certificates of all renewals of such policies of insurance shall be delivered to Landlord at least ten (10) days prior to the expiration of current coverage. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall provide that the companies writing such policies shall give to Landlord thirty (30) days' prior written notice (i) of any cancellation or lapse of the policies or (ii) of the effective date of any reduction in the amounts of insurance.

(b) Landlord's Insurance.

Landlord shall at its own expense procure and keep in force during the Initial Lease Term, and any Option Term, any and all policies of insurance required

under the Master Lease.

All such policies shall name Tenant, and such other persons and entities as Tenant specifies from time to time, as additional insureds. Certified copies and certificates of insurance shall be delivered to Tenant within thirty (30) days after the Lease Term Commencement Date, and thereafter certified copies and certificates of all renewals of such policies of insurance shall be delivered to Tenant at least ten (10) days prior to the expiration of current coverage. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Landlord in like manner and to like extent. All such policies of insurance shall provide that the companies writing such policies shall give to Tenant thirty (30) days' prior written notice (i) of any cancellation or lapse of the policies or (ii) of the effective date of any reduction in the amounts of insurance.

All policies of insurance provided for in this Section 15 shall be issued by insurance companies with a general policyholders' rating of not less than A and a financial rating of XII as rated in the most current available "Best's Insurance Reports," and qualified to do business in the State of California.

16. **INDEMNIFICATION.**

Except as provided in this Lease to the contrary, Tenant shall indemnify and hold Landlord, its trustees, beneficiaries, officers, directors, partners, members, shareholders, agents, servants and employees and the property of Landlord, including the Premises, free and harmless from any and all liability, claims, loss, damages, or expenses, including reasonable attorneys' fees (collectively, "Indemnified Claims"), resulting from Tenant's occupation and use of the Premises. Notwithstanding any provision herein to the contrary, Landlord shall be liable for the willful misconduct and negligence of its agents, employees, servants and/or contractors.

To the extent that Landlord is indemnified under the Master Lease, Landlord shall indemnify and hold Tenant, its trustees, beneficiaries, officers, directors, partners, members, shareholders, agents, servants and employees and the property of Tenant, including the Premises, free and harmless from any and all Indemnified Claims resulting from the Plan or the fact that the Premises constitute part of the Berry Street Landfill.

17. **WAIVER OF RECOVERY.**

Tenant hereby waives any right of recovery against Landlord, its trustees, beneficiaries, officers, directors, partners, shareholders, agents, servants and employees for any injury or loss due to any hazard covered by the insurance that Tenant required to carry hereunder.

18. **INVALIDATION AND PREMIUM INCREASES.**

Tenant agrees not to do or permit anything to be done that would invalidate any insurance carried by Landlord. Tenant shall pay any increases in Landlord's insurance premiums caused by the nature of Tenant's occupancy or use by any act or omission of Tenant or any subtenant.

19. **WAIVER OF LOSS OR DAMAGE.**

Landlord shall not be liable for any damage to property of Tenant, or of others, located in, on or about the Premises, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or from the pipes or drainage facilities or from the surface or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any such damage cause by any other persons on the Premises or the public, or caused by operations in construction of any private, public or quasi-public work, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives. All property of Tenant kept or stored on or about the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, except that Landlord shall be liable for the same if such damage or loss results from the wrongful or negligent acts or omissions of Landlord or its authorized representatives.

20. **PERSONAL PROPERTY TAXES.**

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Initial Lease Term, or any Option Term, upon all of Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located on, under or in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

21. **HOLDING OVER.**

This Lease shall terminate and be of no further force or effect, without further notice, upon expiration of the Initial Lease Term, or any Option Term, or upon earlier termination as herein provided, and any holding over by Tenant which is not authorized in writing by Landlord after expiration or earlier termination of the Initial Lease Term, or any Option Term, shall not constitute a renewal or Option Term, and such possession of the Premises shall be deemed a tenancy-at-sufferance, upon all of the provisions of the Lease, except that the Minimum Rent shall be increased to one hundred twenty-five percent (125%) of the Minimum Rent payable by Tenant at the expiration or earlier termination of the Initial Lease Term, or any Option Term. If Landlord desires to terminate such tenancy-at-sufferance, it shall give Tenant not less than thirty (30) days' advance written notice of the date of termination.

**22. ENTRY BY LANDLORD.**

Landlord reserves, and shall at any and all times during business hours have, the right to enter the Premises with prior reasonable notice, except in an emergency, to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises as Landlord may deem necessary or desirable, always providing that Tenant's use, access, visibility and parking shall not be materially or adversely affected. Landlord at any and all times shall have the right in an emergency to obtain entry to the Premises.

**23. TENANT'S DEFAULT.**

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

- (a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, provided such failure has continued for a period of five (5) days after written notice thereof by Landlord to Tenant.
- (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- (d) A default under Sublease No. 1 shall constitute a default under Sublease No. 2, and a default under Sublease No. 2 shall constitute a default under Sublease No. 1.

**24. LATE CHARGE.**

Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of rent due from Tenant is not received by

Landlord within five (5) days after it is due, Tenant shall pay to Landlord an additional sum of ten percent (10.0%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

## 25. REMEDIES UPON TENANT'S DEFAULT.

- (a) In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:
- (i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
  - (ii) The worth at the time of award of the amount by which the unpaid rent which would have been reasonably earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
  - (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus
  - (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligation under this Lease or which in the ordinary course of things would be likely to result therefrom.

As used in Subsections 25(a)(i) and 25(a)(ii) above, the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by law per annum. As used in Subsection 25(a)(iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

- (b) In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 25 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. The parties intend that Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue a lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject

only to reasonable limitations).

If Landlord shall elect to relet the Premises, the rentals received by Landlord from such reletting shall be applied as follows:

- (i) To the payment of all costs and expenses incurred by Landlord in connection with such reletting;
- (ii) To the payment of the cost of any alterations or any repairs to the Premises;
- (iii) To the payment of any indebtedness other than rent due hereunder from Tenant; and
- (iv) To the payment of rent due and unpaid hereunder;

and the residue, if any, shall be held by Landlord and applied to the payment of future rent as the same may become due and payable hereunder. In no event shall Tenant be entitled to any excess rent received by Landlord over and above that which Tenant is obligated to pay hereunder. Should that portion of such rent received from such reletting during any month which is applied to the payment of rent hereunder be less than the rent payable hereunder during that month by Tenant, then Tenant shall pay such deficiency to Landlord immediately upon demand, and such deficiency shall be calculated and paid monthly. Tenant shall also pay Landlord, as soon as ascertained and upon demand, all costs and expenses incurred by Landlord in connection with such reletting and in making any such alterations and repairs which are not covered by the rentals received from such reletting. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default.

- (c) All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

## 26. RIGHT TO CURE OTHER PARTY'S DEFAULTS.

Landlord may at any time after an event of default occurs, upon thirty (30) days' written notice, or a shorter period if additional damage may result, cure the act of default for the account and at the expense of Tenant. If Landlord at any time, by reason of an event of default, is compelled to pay, or elects to pay, any sum of money or to do any act that will

incur the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees in instituting, prosecuting or defending any actions or proceedings to enforce Landlord's rights under this Lease, the sum or sums paid by Landlord [together with interest accruing until paid at the interest rate set forth in Section 36(h)], in addition to all other costs and damages shall be deemed to be additional rent under this Lease and shall be due from Tenant to Landlord immediately upon receipt of written demand therefor.

Tenant may at any time after an event of default occurs, upon thirty (30) days' written notice, or as a shorter period if additional damage may result, cure the act of default for the account and at the expense of Landlord. If Tenant at any time, by reason of an event of default, is compelled to pay, or elects to pay, any sum of money or to do any act that will incur the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees in instituting, prosecuting or defending any actions or proceedings to enforce Tenant's rights under this Lease, the sum or sums paid by Tenant [together with interest accruing until paid at the interest rate set forth in Section 36(h)], in addition to all other costs and damages shall be due from Landlord to Tenant immediately upon receipt of written demand therefor; provided, however, that if Landlord shall fail to reimburse Tenant within ten (10) days after such written demand, the Tenant may deduct the amount so owed from Minimum Rent until such time as Tenant obtains full reimbursement.

27. **DEFAULT BY LANDLORD.**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant's remedies in the event of default by Landlord shall include, but not be limited to, the right to terminate this Lease, and the right to seek damages, and/or injunctive relief.

28. **RECONSTRUCTION.**

In the event the Premises are substantially damaged by fire or casualty, Tenant shall have the option: (1) to repair, reconstruct or restore the Premises, in which event this Lease shall continue in full force and effect; or (2) to give notice to Landlord at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be the date of such casualty. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent shall be paid up to date of said such termination.

29. **EMINENT DOMAIN.**

If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by

any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. Landlord and Tenant acknowledge and agree that such taking or appropriation shall extend to and include a conveyance to any public or quasi-public authority under threat of the exercise of the power of eminent domain. If either less than or more than twenty-five percent (25%) of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced based upon the portion of the Premises that Tenant may thereafter use as compared to the total area of the Premises before such taking. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given on account of the reduction in the value of the leasehold, the taking of the fee or otherwise and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Initial Lease Term, or any Option Term. Tenant shall be entitled to any separate award made directly to Tenant.

30. **SIGNS.**

On the Premises, Tenant shall have the right, at Tenant's sole cost and expense, to install such signs as may be approved and permitted by the governmental agency having jurisdiction.

31. **SURRENDER OF PREMISES.**

Upon the expiration or earlier termination of this Lease, Tenant shall have the right to sever and remove from the Premises all improvements, fixtures, equipment and other property owned by Tenant or placed on the Premises by Tenant.

32. **HAZARDOUS MATERIALS.**

Landlord represents and acknowledges that: (i) the Property and Premises was formerly used as a landfill, and accepted wastes until 1987; (ii) a waste Transfer Station currently operates on the Property; (iii) pursuant to a Closure Plan and Post-Closure Maintenance Plan the landfill has been contoured and capped with a compacted clay cap; (iv) there is a possibility that hazardous wastes were dumped at the Property, and remain therein; (v) organic compounds have been detected in monitoring wells installed at the Property; (vi) burned material on the Property has been found to contain lead and zinc exceeding the concentrations at which the State defines waste as hazardous; (vii) landfill gas, predominantly methane, is present at the Property.

- (a) Definition of Hazardous Materials. For the purposes of this Lease, "Hazardous Materials" shall mean any petroleum based product, flammable explosives, asbestos, urea formaldehyde, contamination or polluting materials, substances or wastes or any other substances presently or hereafter defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances" or "toxic wastes" under any federal, state or local statute, ordinance, rule or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Premises, including the soil or ground water conditions thereof.
- (b) Notice to Tenant. Upon receipt of any notice or warning, written or oral, from

any federal, state or local governmental entity, regarding any noncompliance or threatened noncompliance with any federal, state or local public health or environmental statute, regulation, ordinance, requirement, rule, permit, or standard, Landlord shall notify Tenant in writing and shall provide copies of any written notice or warning. Landlord shall immediately advise Tenant in writing of (a) any and all governmental agency regulatory proceedings or enforcement actions instituted or threatened which require or could require investigation, mitigation, cleanup, alteration or abatement of conditions at the Premises, (b) all claims made or threatened by any party against Landlord or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant or contaminate or Hazardous Materials, (c) Landlord's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises, that could cause the Premises or any part thereof to be classified as "border-zone" property under the provisions of California Health and Safety Code Section 25220, *et seq.*, or regulations adopted pursuant thereto, and (d) Landlord's discovery of any occurrence or condition of the Premises or any real property adjoining or in the vicinity of the Premises which would or could subject Tenant or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any public health or environmental law.

If Landlord, or any representative, agent, employee, officer, or director of Landlord, knows, or has reason to believe, that any new release or re-release of a Hazardous Material has come to be located on or beneath or about the Premises, Landlord shall upon discovery of the release or suspected release, give written notice of that condition to Tenant.

- (c) Tenant's Right to Terminate. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right to terminate this Lease without further obligation or liability, immediately upon receipt of written notice by Landlord, if:
- (i) There has been a release of Hazardous Materials on, under or about the Premises;
  - (ii) Any cleanup, abatement, removal, remedial or other response action ("Response Action") is undertaken to remedy the effects of a release or threatened release, where said Response Action in any way interferes with Tenant's use of the Premises, or, in the sole judgment of Tenant, negatively affects Tenant's business operations on the Premises.

### 33. LANDLORD'S COVENANTS.

- (a) Landlord has disclosed, and Tenant acknowledges that Landlord intends to develop the Property, excluding the Premises, as a retail or commercial use ("Future Development"). Tenant and Landlord wish to ensure that Tenant's use and enjoyment of the Premises will not be diminished by the Future Development or any uses thereon. Therefore, Landlord makes the following covenants with respect to the Future Development during the Initial Lease Term and any Option Term:

- (i) During the course of such Future Development, Landlord shall take any and all reasonable measures to minimize the interference to Tenant's use and enjoyment of the Premises.
- (ii) No uses on the Future Development shall have any right to vehicular parking over the Premises.

#### 34. OPTIONS TO EXTEND.

- (a) At the expiration of the Initial Lease Term, Tenant may extend this Lease for two (2) individual extended terms of five (5) years each and one (1) final option to extend of approximately one (1) year but ending on December 30, 2018, by giving Landlord written notice of its intention so to do at least sixty (60) days prior to the expiration of the Initial Lease Term, or Option Term; provided, however, that Tenant has not received notice that it is in default, beyond any cure period, under the Lease on the date of giving such notice or on the date of commencement of the extended term and the period to cure such default has therefore expired. Such extended term shall be upon all of the terms and conditions of the Lease, excluding therefrom (i) any right to a further extension of the Initial Lease Term beyond the extended terms set forth hereinabove, and (ii) any right to continue to pay the same Minimum Rent then in effect. Notwithstanding anything to the contrary in this Lease and assuming that all options to extend are exercised, this Lease shall end on December 30, 2018.
- (b) Landlord's Lease Termination Notice. Landlord shall, no later than ninety (90) days before the expiration of the then existing term, deliver written notice to Tenant that this Lease shall terminate, and therein state upon what date it shall terminate ("Lease Termination Notice"). Notwithstanding anything contained in this Lease to the contrary, in the event Landlord fails to deliver the Lease Termination Notice in a timely manner, this Lease shall not be deemed to have terminated, but instead Tenant shall have the right to exercise any remaining Option Term by delivering to Landlord, no more that thirty (30) days after the expiration of the then existing term, written notice of Tenant's intention to extend this Lease.
- (c) No Direct Lease with Master Landlord. Landlord and Tenant acknowledge and agree that Sublease No. 2 allows for the extension of the term up to and including July 7, 2030. With respect to Sublease No. 1, Tenant agrees that it shall not enter into or negotiate in any way a direct lease with the Master Landlord for the Premises for any period, including but not limited to the period following the expiration of the Term of this Sublease, without the express written consent of Landlord.

#### 35. WAIVER OF LANDLORD'S LIEN

Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of certain furniture, fixtures and equipment used in the conduct of Tenant's business with a third party financing entity (the "Lender") (the portion given as security for such financing being referred to herein as

the "Collateral"), and that Tenant may in the future enter into replacement and/or supplemental financing arrangements with a Lender for financing the Collateral. Landlord hereby consents to the installation of the Collateral in the Leased Premises and agrees that, provided that Landlord is given prior written notice of such financing, then for so long as the obligations of Tenant to the Lender remain unpaid and owing; (i) the Collateral shall at all times be considered personal property owned by Tenant rather than fixtures, whether or not it becomes attached to the Building; (ii) Landlord disclaims any interest in the Collateral, and agrees not to assert any claim against the Collateral; (iii) that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for Rent due or to become due; and (iv) such Collateral may be removed by Lender following notice to Landlord and provided that, if such Lender conducts a public or private auction may not be held without first giving Landlord prior notice of the same, Lender shall assure that such auction causes minimal disruption to other tenants and users of the Project, and Lender shall promptly repair, at its sole expense, any and all damage to the Building and/or the Project resulting from such removal.

### 36. GENERAL PROVISIONS.

- (a) *Plats and Riders.* Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.
- (b) *Waiver.* The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- (c) *Joint Obligation.* If there be more than one (1) Tenant the obligations hereunder imposed shall be joint and several.
- (d) *Time.* Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- (e) *Successors and Assigns.* The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- (f) *Recordation.* Neither Landlord nor Tenant shall record this Lease. However, Landlord and Tenant agree to execute a recordable memorandum thereof, in the form of the Memorandum of Lease, attached hereto as Exhibit D, and incorporated herein by reference. Tenant may, at its sole cost and expense, record said Memorandum of Lease in the Official Records of Placer County.
- (g) *Quiet Possession.* Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Initial Lease Term, or any Option Term, subject to all the provisions of this Lease. Landlord shall warrant and defend

Tenant in the quiet enjoyment and possession of the Premises during the Initial Lease Term, and any Option Term.

- (h) **Interest.** Tenant hereby acknowledges that the late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after the due date, then said amount shall be determined to be past due. All past due rents, additional rents and/or other sums due to Landlord under this Lease shall bear interest from the due date until paid by Tenant at the annual interest rate of five (5) points over the prime rate then in effect or the highest rate allowed by law, whichever is less, and such interest shall be deemed to be additional rent. The payment of such interest shall not excuse or cure any default by Tenant under this Lease. Prime rate wherever it appears in this Lease shall mean the prime rate or base rate reported in the money rates column or section of the Wall Street Journal as being the base rate on corporate loans at large U.S. money center commercial banks. If the Wall Street Journal publishes more than one such rate, the highest of such rates shall apply. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by the Tenant.
- (i) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- (j) **Inability to Perform.** This Lease and the obligations of either party hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such party.
- (k) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- (l) **Cumulative Remedies.** Except as expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (m) **Choice of Law.** This Lease shall be governed by the laws of the State in which the Premises are located.

- (n) *Attorneys' Fees.* In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover its expenses and costs, including its attorneys' fees and expert witness fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable. In addition, Tenant shall be responsible for any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges hereunder. Unless otherwise specifically provided herein, each instance in which the action, participation or assistance of Landlord is either reasonably required by this Lease or requested by Tenant, Landlord shall be without expense therefor, the cost and expense thereof of every reasonable nature, including, without limitation, professional fees for accountants, attorneys and other consultants, shall be borne by Tenant and paid on demand.
- (o) *Sale of Premises by Landlord.* In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- (p) *Subordination; Attornment.* Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof; provided, however, that such subordination agreement does not increase, change or otherwise alter Tenant's obligations or decrease Tenant's rights under the Lease; and, provided further, that the lender requesting such subordination shall execute a Non-Disturbance and Attornment Agreement substantially in the form of Exhibit "B" attached hereto.
- (q) *Notices.* Whenever this Lease requires or permits notice or demand to be given by either party to the other, such notice or demand shall be in writing and given or served in writing forwarded by certified mail, return receipt requested, addressed to the parties at the addresses specified in Sections 4(b) and 4(i) hereof. Either party may change such address by written notice to the other as herein provided.
- (r) *Tenant's Statement (Estoppel Certificate).* Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the Initial Lease Term, or any Option Term,. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all

or any portion of the real property of which the Premises are a part.

- (s) **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation. If Tenant is a partnership, each individual executing this Lease for Tenant represents and warrants that he, she or it is a general partner of the partnership, that he, she or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership.
- (t) **Waiver of California Code Sections.** Except as noted to the contrary herein, Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, Civil Code Sections 1932(1), 1941 and 1942 with respect to Landlord's repair duties and Tenant's right to repair, and Code of Civil Procedures Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises by condemnation as herein defined, and any right of redemption or reinstatement of Tenant under any present or future case law or statutory provisions (including Code of Civil Procedure Sections 473 and 1179 and Civil Code Section 3275) in the event Tenant is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution to the statutes specified herein.
- (u) **Consent and Approval.** Except as noted to the contrary in this Lease, whenever the consent, approval or assistance of Landlord or Tenant is required under the terms of or in connection with this Lease, such consent, approval or action shall not be arbitrarily or unreasonably withheld, delayed or conditioned.
- (v) **Interpretation and Definitions.** The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against either party. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease:
- (1) **Number and Gender.** In this Lease, the neuter gender includes the masculine and feminine, and the singular number includes the plural, and the word "person" includes corporation, partnership, firm, limited liability company or association wherever the context so requires.
  - (2) **Mandatory and Permissive.** "Shall," "will," and "agree" are mandatory, "may" is permissive.
  - (3) **Captions.** Captions of the articles, sections and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
- (w) **Computation of Time.** The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Sunday or federal holiday, and then it is also excluded.

- (x) **Conditions and Covenants.** All the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the word specifically expressing or importing covenants and conditions were used in separate provisions.
- (y) **No Merger of Estates.** If both Landlord and Tenant's estates in the Premises or the improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of the owner and with the written consent of the mortgagee or mortgagees under all mortgages existing under the provisions of this Lease relating to the purchase or construction of improvements.
- (z) **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of the rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of lessor and lessee.
- (aa) **Brokers.** Tenant shall be solely responsible to pay all commissions to Brian Hanson, Marcus and Millichap, as broker for Tenant. Each party represents that it has not had dealings with any real estate broker, agent, finder, or other person with respect to this Lease in any manner, unless otherwise disclosed herein. Each party shall hold harmless, indemnify and defend the other party from all damages resulting from any claims that may be asserted against the other party by any broker, agent, finder, or other person, with whom the other party has or purportedly has dealt.
- (bb) **Survival.** All obligations and undertakings of the parties which are executory in nature at the expiration or earlier termination of the Initial Lease Term, or any Option Term, shall survive such expiration or termination.
- (cc) **Counterparts.** This Lease may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- (dd) **Waiver of Trial by Jury.** Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim (including any claim of injury or damage and any emergency and other statutory remedy in respect thereof) brought by either against the other on any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises.
- (ee) **Definition of Rent.** All sums payable by Tenant under this Lease are deemed to constitute rent.

IN WITNESS WHEREOF, the parties have executed this Sublease No. 1 as of the day and year first above written.

LANDLORD: Capitol Waste, a California corporation

TENANT: Green Acres Nursery & Supply, LLC, a California limited liability company

By: *Don Whitmore*  
Print Name: I/A Whitmore  
Its: Chairman of the Board/President/  
Vice President  
(CIRCLE ONE)

By: *M. L. Hill*  
Its: *M. L. Hill*

By: *Don Whitmore*  
Print Name: I/A Whitmore  
Its: ~~Secretary~~ Assistant Secretary/  
Chief Financial Officer/Assistant Treasurer  
(CIRCLE ONE)

ORIGINAL

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## Settlement Agreement

Capitol Waste, Inc., A Greener Globe, a California non-profit public benefit corporation, and United States agree as follows:

### **1. Background and Intent of Agreement.**

Capitol Waste, AGG and United States are parties to a Lawsuit commenced by Capitol Waste and presently pending in the United States District Court (Eastern District of California) No. 2:10-CV-00866-MCE-EFB after removal from Placer Superior Courts No. SCV-24944. Capitol Waste and AGG now wish to settle all disputes between them including but not limited to matters raised by that Lawsuit. Capitol Waste and United States wish to settle and resolve certain matters raised by United States' tax lien.

**2. Definitions.** Unless otherwise defined, the following terms used in this Agreement shall have the following meanings:

"Lawsuit" shall mean United States District Court (Eastern District of California), No. 2:10-CV-00866-MCE-EFB and the Placer County Superior Court case no SCV-024944 which was the original place of filing prior to removal to the United States District Court.

"Capitol Waste" shall mean Capitol Waste, Inc. Iva Whitmire is the President of Capitol Waste, and Kenneth Whitmire is her husband and advisor.

"AGG" shall mean A Greener Globe, a California non-profit public benefit corporation. Daniel G. Sheehan, Jacklyn C. Sheehan, Larry Benniger, Wyla Beatty, Lisa Riley, and Steven Boyce (who are all of the members of A Greener Globe whether named a party in the Lawsuit or not and are parties to this Settlement Agreement and covered by it) and Western Highland Mortgage Fund 1, LLC (who is a defendant and a mortgage holder of the Property).

"United States" shall mean the United States of America.

"Party" or "Parties" shall mean Capitol Waste, United States, and AGG collectively.

"Property" shall mean the real property owned by AGG commonly referred to as 901 North Harding Blvd., Roseville, CA. The description of the Property is as follows:

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THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B. & M., IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL AND WHICH CORNER OR POINT OF BEGINNING IS FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 35; THENCE RUNNING FROM SAID POINT OF BEGINNING NORTH 89 DEGREES 53' 40" WEST ALONG THE NORTHERLY LINE OF THE SAID SECTION 35 A DISTANCE OF 933.05 FEET, THENCE SOUTH 00 DEGREES 46' 50" WEST 1203.65 FEET TO A STAKE SET TO MARK THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED FROM WILLIAM KASEBERG TO CHARLES LIVOTI IN SEPTEMBER 1944 AND RECORDED IN BOOK 473 AT PAGE 70 OFFICIAL RECORDS OF PLACER COUNTY; RUNNING THENCE SOUTH 89 DEGREES 46' 30" EAST 933.40 FEET TO A POINT IN THE SECTION LINE COMMON TO SECTIONS 35 AND 36 OF THE AFORESAID TOWNSHIP AND RANGE AND MERIDIAN, WHICH POINT IS ALSO LOCATED IN THE CENTERLINE OF A PUBLIC WAY KNOWN AS BERRY STREET AND WHICH POINT IS FURTHER DESCRIBED AS BEING LOCATED SOUTH 89 DEGREES 46' 30" EAST 30.9 FEET FROM A STAKE SET TO MARK THE INTERSECTION OF THE NORTHERLY LINE OF THE AFOREMENTIONED LIVOTI PARCEL WITH THE WESTERLY LINE OF SAID BERRY STREET AND RUNNING NORTH 00 DEGREES 46' 30" EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 35 AND 36 A DISTANCE OF 1203.95 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

ALL THOSE PORTIONS CONVEYED TO THE CITY OF ROSEVILLE BY DEED RECORDED MARCH 31, 1978 IN BOOK 1957A AT PAGE 263 AND BY DEED RECORDED JANUARY 22, 1987, IN BOOK 3117 AT PAGE 292 OFFICIAL RECORDS.

AND ALL THAT PORTION CONDEMNED IN THAT FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT, COUNTY OF PLACER, CASE NO. 3-2048, AND RECORDED FEBRUARY 1, 1993, AS INSTRUMENT NO. 93.0108790, OFFICIAL RECORDS.

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“Lease” shall mean that Lease imposed on the Property by the Judgment, dated October 5, 2006, in Placer Superior Court Action No. SCV 15976.

“Effective Date” shall mean January 11, 2013.

“Injunction” shall mean the preliminary and permanent injunction entered in Case No. 2:08-cv-2378 in the Eastern District of California against Capitol Waste, Inc., Iva Whitmire, and Kenneth R. Whitmire.

### **3. Settlement Obligations**

In consideration for the releases and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt thereof is acknowledged by the Parties, the Parties have agreed as follows:

- a) On execution of this Settlement Agreement Capitol Waste shall file a dismissal with prejudice of the Lawsuit. The Parties, and each of them, agree to bear their own attorneys’ fees and costs except as set forth herein. Capitol Waste may move to vacate this dismissal within 180 days of the Effective Date of this Settlement Agreement if paragraphs 3(b) and 3(c) are not fully satisfied.
- b) Within 30 days of the Effective Date, A Greener Globe on behalf of AGG shall pay Law Offices of Robb Hewitt \$6500.00 by cashier’s check mailed to 770 L Street, Suite 950, Sacramento, CA 95814. The United States agrees and approves this payment. Capitol Waste agrees, approves and directs this payment.
- c) Within 120 day of the Effective Date, A Greener Globe on behalf of AGG shall pay the United States the sum of \$58,500, which sum shall be applied to Capitol Waste's unpaid federal tax liabilities. The United States agrees that by accepting this payment, the United States releases AGG from any further claims arising from the United States' federal tax liens against Capitol Waste.

The payment shall be made by cashier's or certified check payable to the United States Treasury and sent to:

Department of Justice, Tax Division  
Attn: William E. Thompson, Office of Review  
P.O. Box 310  
Ben Franklin Station

- d) Capitol Waste and United States agree to execute all necessary documents releasing any of their interests in the Property including but not limited to a Full Satisfaction of Judgment in Placer Superior Court Action No. SCV 15976.
- e) The United States agrees that it will not bring any contempt proceedings for violating the Injunction in respect to any transfers or assignments of property to Commercial CDI & Recycling made in connection with filing of the Alameda County Superior Court Case No. RG09487621, RG09487628 and RG09491674 (Commercial CDI & Recycling v. Commercial Waste & Recycling).

#### **4. Mutual General Releases.**

Except as to the obligations in this Settlement Agreement, Capitol Waste, Iva Whitmire and Ken Whitmire as individuals (to the extent that they would have any potential claims resulting from this litigation, or against AGG) and AGG, in consideration of the matters set forth in this Settlement Agreement, hereby release and discharge each other, their predecessors, parents, successors, subsidiary and affiliated companies, all of their officers, agents, attorneys, servants, employees, brokers, directors, stockholders and all other persons and associations known or unknown, and each of them, of and from any and all known and unknown claims, and causes of action in law or equity, suits, demands, liens, liabilities, damages, losses, sums of money, defenses, costs or expenses of any nature fixed or contingent, dependent or independent, of any and every kind whether known or unknown, which each had or might claim to have had against the other, and all those named above, including but not limited to those raised in the Lawsuit.

Without limitation to the foregoing general release and by way of illustration of the generality of that release with respect to the Property and the Lease, Capitol Waste (and to the extent that Iva Whitmire and Ken Whitmire as individuals would have any potential claims related to the Property or Lease) specifically and generally releases any and all interest of any kind in either the Property or the Lease, and acknowledges that the Lease is no longer in effect. Further, Capitol Waste (and to the extent that Iva Whitmire and Ken Whitmire as individuals would have any potential claims related to the Property) acknowledges that by way of this settlement agreement it has no interest in the Property of any kind whatsoever.

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Each Party further waives California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Each Party represents and warrants that they have not assigned to any person any right to recovery under this settlement to any other person, firm or corporation in any manner, including by way of subrogation or operation of law or otherwise. In the event that any purported assignment, subrogation or transfer is alleged to have occurred, each Party agrees to indemnify, hold harmless and defend the other Party against such action or claim, suit or demand, including any expenses, or attorney fees and necessary investigatory costs.

5. **Dismissal of Lawsuit.** Within 5 days of Effective Date of this Settlement Agreement, Capitol Waste shall dismiss all pending claims in the Lawsuit with prejudice, each party to bear its own fees and costs, as well a serving and recording of a withdrawal of Lis Pendens in the Placer County Recorder's Office and a Full Satisfaction of Judgment in Placer Superior Court Action No. SCV 15976.

6. **Non-Admission.** The parties understand and acknowledge that this Agreement is made and accepted without admission of or adjudication of liability or fault against any party to this agreement which liability is expressly denied.

7. **Representations and Warranties.**

- a) The parties hereto represent and warrant to each other that they are represented by counsel; that the content and effect of this Agreement have been fully explained by such counsel; that the persons signing this Agreement are authorized to do so; and that they have voluntarily executed, entered into, and delivered this Agreement.
- b) Capitol Waste represents that Capitol Waste Inc. is a validly formed Corporation within the State of California, and has full and complete authority to enter into this agreement. All other parties are relying upon this specific representation. All parties specifically waive the right, if any exists, to rescind or otherwise void this Settlement Agreement on the ground that Capitol Waste is not in good standing

- 
- c) AGG represents that (1) it is the owner of the Property, (2) it has no contracts to sell the Property or any part of it, (3) it has no present offers by any individual or entity to buy the Property or any part of it, (4) no person or entity has any option to buy the Property or any part of it, and (5) there are no current discussions to sell the property or any portion of the Property. All real estate broker listings have been terminated and the Property is not presently for sale. This representation is limited to the Effective Date of this agreement. AGG does hope to develop or sell the Property as soon as practicable. AGG does have a lease with Green Acres.

I (we) for and on behalf of AGG declare the foregoing section 7 c to be true under penalty of perjury.

Executed this January 15, 2013 at Roseville, CA.

  
Daniel Sheehan, President

8. **Modification.** This Agreement may not be orally canceled, changed, modified or amended and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement.

9. **Choice of Forum and Attorneys' Fees.** Any action concerning this Agreement shall be brought in the United States District Court (Eastern District of California). The parties agree that Magistrate Judge Kendall Newman shall retain jurisdiction of this matter including but not limited to any motions that may be required. In an action to enforce this Agreement, the Court may award attorneys' fees and costs in its discretion.

10. **Necessary Documents.** Capitol Waste (and to the extent that Iva Whitmire and Ken Whitmire as individuals would have any liens in their favor and claims related to the Property) agree to execute any and all further documents which may be necessary to effect this Settlement Agreement, to release any liens in their favor and claims each may have with respect to the Property, and that there will be no future litigation between these Parties. The United States agrees to execute any and all further documents which may be necessary to effect this Settlement Agreement, including the discharge of the Property from the federal tax lien.

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11. **Severability of Provisions.** The provisions of this Agreement are severable, and, in the event that any of them is held void and unenforceable as a matter of law, the remainder shall continue in full force and effect.

12. **Successors.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, legal representatives, successors and assigns of the Parties to this Agreement. To the extent that this agreement affects the rights, liens and, or, claims of Iva Whitmire, Kenneth Whitmire, Attorneys for the parties Hewitt and, or, Walsh ( "Third Party (ies)) by signing below each Third Party agrees to be bound by the releases and agreements described and contained herein and with respect to the Property.

13. **Counterparts.** This Agreement may be executed in counterpart.

14. **Non-Waiver.** No failure by any party to insist upon strict compliance with any terms of this Agreement, to exercise any option, enforce any rights, or seek any remedy upon any default of the other party shall affect, or constitute a waiver of, the first party's right to insist upon such strict compliance, exercising that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the parties at variance with any provision of this Agreement shall affect, or constitute a waiver of either party's right to demand strict compliance with all provisions of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

15. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the parties. In the event of any conflict between this Settlement Agreement and the oral agreement on the record on December 10, 2012, this written agreement shall prevail.

Dated: January 14, 2013

Capitol Waste, Inc.

By Iva Whitmire  
Its: President

Dated: January 14, 2013

Kenneth Whitmire  
Kenneth Whitmire

Dated: January 14, 2013

Iva Whitmire  
Iva Whitmire

Dated: January 14, 2013

Approved as to form:

Law Offices of Robb Hewitt

[Signature]  
Attorney for Capitol Waste, Inc.

---

Dated: January 14, 2013

KATHRYN KENEALLY  
Assistant Attorney General

By: 

---

BORIS KUKSO  
Trial Attorney, Tax Division  
U.S. Department of Justice

BENJAMIN B. WAGNER  
United States Attorney

Attorneys for the United States

Dated: January \_\_, 2013

USA

By \_\_\_\_\_

Its: \_\_\_\_\_

Dated: January \_\_, 2013

Approved as to form:

**BENJAMIN B. WAGNER**  
United States Attorney

\_\_\_\_\_  
Boris Kukso  
Attorney for USA

Dated: January 12, 2013

**A Greener Globe**, a California non-profit public benefit corporation

By: *Daniel G. Sheehan*  
Its: *President*

Dated: January 12, 2013

**Daniel G. Sheehan**  
*Daniel G. Sheehan*

Dated: January 14, 2013

**Jacklyn C. Sheehan,**  
*Jacklyn C. Sheehan*

Dated: January 14, 2013

**Lawrence Benninger**  
*Lawrence Benninger*

Dated: January \_\_, 2013

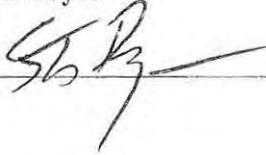
**Wyla Beatty**

Dated: January 16, 2013

**Lisa Riley**  
*Lisa L. Riley*

Dated: January 14, 2013

Steven Boyce



Dated: January \_\_, 2013

Western Highland Mortgage Fund 1, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: January 18, 2013

Approved as to form:

Walsh Law Firm



Attorney for AGG Parties

Dated: January \_\_, 2013

USA

By \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: January \_\_, 2013

Approved as to form:

**BENJAMIN B. WAGNER**  
United States Attorney

\_\_\_\_\_  
Boris Koleso  
Attorney for USA

Dated: January \_\_, 2013

A Greener Globe, a California non profit public benefit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: January \_\_, 2013

Daniel G. Sheehan

\_\_\_\_\_

Dated: January \_\_, 2012

Jacklyn C. Sheehan

\_\_\_\_\_

Dated: January \_\_, 2013

Lawrence Benninger

*Wyfa Beatty*  
\_\_\_\_\_

Dated: February 13, 2013

Wyfa Beatty

\_\_\_\_\_

Dated: January \_\_, 2013

Lisa Riley

Dated: January \_\_\_\_, 2013

**A Greener Globe**, a California non-profit public benefit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: January \_\_\_\_, 2013

**Daniel G. Sheehan**

\_\_\_\_\_

Dated: January \_\_\_\_, 2013

**Jacklyn C. Sheehan,**

\_\_\_\_\_

Dated: January \_\_\_\_, 2013

**Larry Benniger**

\_\_\_\_\_

Dated: January \_\_\_\_, 2013

**Wyla Beatty**

\_\_\_\_\_

Dated: January \_\_\_\_, 2013

**Lisa Riley**

\_\_\_\_\_

Dated: January \_\_\_\_, 2013

**Steven Boyce**

\_\_\_\_\_

Dated: January \_\_\_\_, 2013

**Western Highland Mortgage Fund 1, LLC**

By:                     *D. Lutz, Manager*                    

Its:                     M A N A G E R                    

Dated: January <sup>9<sup>th</sup></sup> \_\_\_\_, 2013

Approved as to form:

**Walsh Law Firm**

\_\_\_\_\_  
Attorney for AGG Parties

*WPH*

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF PLACER

OCT 05 2006

JOHN MENDES  
EXECUTIVE OFFICER & CLERK  
By Tami Hinds, Deputy

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF PLACER

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A GREENER GLOBE, a California  
corporation

Plaintiff,

vs.

S-CV- 15976

Notice of Entry of Judgment

CAPITOL WASTE, a California  
corporation

Defendant.

To All Parties

NOTICE IS HEREBY GIVEN that the court on October 5, 2006  
entered a Judgment After Trial by Court, a copy of which is  
attached hereto and incorporated herein by reference.

Date: October 5, 2006

*Tami L. Hinds*  
Tami L. Hinds, Courtroom Clerk

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF PLACER

OCT 05 2006

JOHN MENDES  
EXECUTIVE OFFICER & CLERK

By [Signature] Deputy

1 Louis A. Gonzalez, Jr., State Bar No. 157373  
2 **weintraub** genshlea chediak  
3 a law corporation  
4 400 Capitol Mall, 11th Floor  
5 Sacramento, CA 95814  
6 (916) 558-6000 - Main  
7 (916) 446-1611 - Facsimile

8 Attorneys for Defendant and  
9 Cross Complainant Capitol Waste

10 SUPERIOR COURT OF CALIFORNIA  
11 IN AND FOR THE COUNTY OF PLACER

12 A GREENER GLOBE, a California  
13 corporation,

14 Plaintiff,

15 vs.

16 CAPITOL WASTE, a California  
17 corporation,

18 Defendant.

Case No.: SCV 15976

JUDGMENT ~~PROPOSED~~ [Signature]

19 AND RELATED CROSS ACTIONS

20 This case came on regularly for trial on February 15, 2006 in  
21 Department 17 of the Superior Court for the County of Placer, the  
22 Honorable Judge Garbolino presiding, sitting without a jury. Trial  
23 commenced and continued until its conclusion on March 10, 2006. The  
24 plaintiff and cross-defendant, A Greener Globe, was represented by  
25 Richard Steffan. Defendant and Cross-Complainant Capitol Waste, was  
26 represented by Louis Gonzalez of the Weintraub Genshlea Chediak Law  
27 Corporation.

28 Witnesses were sworn and oral and documentary evidence was  
presented by the parties.

1 Following the conclusion of the evidence, the Court heard oral  
2 argument by the counsel. The Court issued its oral tentative decision on  
3 March 10, 2006. As directed by the Court, Capitol Waste prepared a  
4 proposed statement of decision and A Greener Globe lodged objections  
5 on April 4, 2006. Thereafter, on April 13, 2006, the Court rendered its  
6 Statement of Decision.

7 Now the Court **ADJUDGES, ORDERS AND DECREES That Judgment Be**  
8 **Entered In Conformity With Its Statement Of Decision As Follows:**

9 This dispute involves a 25 acre site in the City of Roseville located at  
10 901 Galleria Boulevard. It is the old Berry Street Mall Landfill site and  
11 contains a landfill that was closed by the California Integrated Waste  
12 Management Board in the 1980s. A Greener Globe ("AGG") acquired the  
13 property in 1996.

14 At the heart of this controversy are two leases over the property.  
15 Master Lease #1 was entered into on December 11, 1996 and entitled  
16 Capitol Waste ("Capitol") to take possession of a portion of the property  
17 and the transfer station building on January 1, 1997. Master Lease #1 had a  
18 two year term but gave Capitol the option to extend the lease for two  
19 additional ten year terms. Master Lease #2 appears to have been  
20 executed in March 1997. Master Lease #2 gave Capitol possession of the  
21 remainder of the property. Master Lease #2 was similar in many respects to  
22 Master Lease #1 and also provided for a two year term. Master Lease #2  
23 gave Capitol several options to extend the lease for up to 99 years. It was  
24 established at trial that the form of the leases differed because AGG  
25 sought to avoid paying a brokerage commission on the leases.

26 In January 1997, Daniel Sheehan of AGG trained Capitol on how  
27 AGG operated the transfer station. The evidence was clear that, during  
28 that training period, AGG and Capitol agreed to expand their leasing

1 relationship from the land covered by Master Lease #1 to the entire parcel.  
2 The Court received testimony and evidence of additional leases and  
3 addendums to the original lease prepared as of January 23, 1997, which  
4 clearly reflected the parties' intention to lease the entire parcel to Capitol  
5 to include options up to a 99 year term.

6 A dispute about the duration term of the lease did not arise until  
7 Capitol located a subtenant and sought AGG's consent to the sublease in  
8 late 2002. At that time, other disputes arose concerning the leases and the  
9 responsibility for environmental monitoring costs. Following a bench trial,  
10 the Court hereby enters Judgment on the following issues that the parties  
11 agreed needed to be decided to resolve their disputes:

12 **A. Capitol is Entitled to Reformation of the Lease**

13 The Court was asked to reform the leases to conform to the parties'  
14 intention. Pursuant to its broad equitable powers to grant reformation in  
15 novel situations to prevent fraud, oppression or unjust enrichment, even  
16 where there is no prior agreement, the Court holds that Capitol is entitled  
17 to have the leases reformed. The leases do not truly express the intention of  
18 the parties and should be revised to express the parties' intentions. There is  
19 clear and convincing evidence that the intent of the parties at the time of  
20 their final agreement was for AGG to grant options for Capitol to lease the  
21 entire parcel for 99 years. The Court hereby reforms the parties' agreements  
22 into a single lease covering the entire parcel as provided in Section E of this  
23 Judgment.

24 **B. AGG's Causes of Action under the Leases.**

25 **1. Payment of Taxes**

26 AGG alleged that Capitol failed to pay the real property taxes in  
27 violation of the leases. The Court finds that Capitol did not breach the  
28 leases by not paying the real property taxes for the property. AGG is

1 responsible for the base taxes, as previously defined under Master Lease#1.  
2 Master Lease#2 does not change the result as mandated by Master  
3 Lease#1.

4 The base tax for purposes of the lease was established by the fiscal  
5 year 1995-1996 in the amount of \$13,186.05. Therefore, AGG is responsible  
6 for the base tax in the amount of \$13,186.05 for the 1995-96 fiscal tax year  
7 and all subsequent years under the leases. Capital is responsible for any  
8 property tax amounts in excess of that base. There was no evidence  
9 showing there was or are any tax amounts in excess of the base due from  
10 Capital for any year and it is entitled to a credit in the sum of \$18,858.15  
11 that Capital has paid on AGG's tax obligation under the leases since the  
12 dispute arose.

## 13 2. Maintenance and Clean-Up Responsibility

14 AGG alleged that Capitol breached the leases by not performing  
15 certain maintenance, cleanup and environmental monitoring. In particular,  
16 AGG asserts that Capitol failed to remove a rubble pile, clean up a small  
17 fuel spill, erect a sign on the property and pay for gas monitoring for its  
18 subtenant. The Court finds that each of these issues is *de minimus*, and do  
19 not support a breach of the lease. However, the Court determined that  
20 AGG is entitled to recover in quantum meruit for the fuel spill cleanup in the  
21 amount of \$421.49 and for the cost of the sign in the amount of \$210.70.

22 AGG also asserted that Capitol was responsible for the additional gas  
23 monitoring and LEA inspection fees associated with Capitol's subtenant.  
24 Capitol did not dispute that monies may be owed but challenged the  
25 allocations made by AGG. The Court determines that additional gas  
26 monitoring and LEA inspections were done, in part, for Capitol's subtenant.  
27 Thus, while Capital does owe gas monitoring fees in the amount of  
28 \$1,042.33 and LEA inspection fees in the amount \$3,665, these costs are

1 properly offset against sublease profits in order to get the property ready  
2 for Capital's subtenant.

3 **3. Claim for Late Charges**

4 AGG asserted that Capital breached the leases by not paying late  
5 charges. Capitol claimed that late charges were never assessed until the  
6 sublease issues arose in 2003. Further, Capitol claimed that the parties'  
7 custom and practice concerning the payment of rent gave rise to a waiver  
8 of late charges until that custom was unilaterally changed by AGG in 2003.  
9 The Court finds that there has been both a waiver of late charges due and  
10 a failure to claim them in a timely manner.

11 There are no outstanding late charges due to AGG and therefore  
12 there is no breach of the leases. As part of the reformed lease, Section E of  
13 this Judgment, the Court determines that the lease payments due after  
14 judgment is entered will be due on the 10th day of the month and will be  
15 delinquent if received after the 20th day of the month.

16 **4. Sublease Profits**

17 AGG also claimed that Capital breached the leases by not  
18 accounting for key monies and paying AGG the profit split as required by  
19 the leases. Capitol has paid AGG fifty percent of the increased rent on the  
20 subleases since the subtenant began paying rent and has paid profit split  
21 in the sum of \$26,500.00 without any deductions for costs.

22 As such, the Court finds that Capitol did not breach the leases by  
23 failing to account for profit under the lease for the subleases. There may be  
24 amounts due under the provisions for payments of profit, but those were  
25 impossible to ascertain until this litigation was concluded. Capitol had  
26 arguable offsets to the profit to be paid to A Greener Globe and was,  
27 therefore, entitled to withhold the accounting for profit until the offsets  
28 were determined. The Court also finds that it does not make sense to apply

1 the commercial space lease definition of profits to Capitol's ground  
2 sublease for the determination of allowable costs to offset profit.

3 The profits split on the subleases was and shall hereafter be  
4 calculated by determining the full amount of rent received from all sources  
5 for the rental of the property under the subleases, less the rent paid pay  
6 Capital pursuant to its lease with AGG, less allowable expenses and  
7 dividing that sum by 50 percent. Capitol is entitled to offset costs against  
8 profits consistent with the Court's Statement of Decision consisting of AES  
9 Engineering fees (discussed below), gas monitoring and LEA inspection fees  
10 (previously addressed.)

#### 11 **5. Indemnity Regarding the Post-Closure Maintenance Plan**

12 AGG sought indemnity for \$13,723 incurred for engineering costs to  
13 amend the post closure maintenance plan governing the landfill to allow  
14 Capitol's subtenant to occupy the premises. Capitol asserted that the sum  
15 was improperly and untimely submitted, that it was not allowed to monitor  
16 the costs incurred and disputes that the entire sum is its obligation as the  
17 amendment also benefited AGG. The Court took judicial notice that AGG's  
18 claim is also asserted by cross-complaint against Capitol and its subtenant  
19 in another action before the Placer County Superior Court.

20 Capitol did not breach the leases by failing to indemnify AGG for  
21 these engineering costs. However, \$13,723.40 is Capitol's share of  
22 engineering services of AES North, which the Court determines to be an  
23 allowable cost to offset against profits from Capitol's subleases.

#### 24 **6. Declaratory Relief**

25 The Court has been asked to interpret the leases which are now  
26 reformed and the parties' obligations in several respects. The Court  
27 previously addressed the payment of taxes and the split of profits. The  
28

1 remaining item is the obligation to the regulatory agencies.

2 The existence of the landfill and the monitoring obligations pertaining  
3 to the landfill gas and water wells as required by the post closure  
4 maintenance plan and mandated by the environmental regulatory entities  
5 belong to AGG. Any additional obligation caused by the existence of a  
6 business operating on the property by Capitol or its subtenants is Capitol's  
7 obligation which can be offset against profits.

8 The Court received testimony and evidence that the LEA will not  
9 separately bill for the portion of its inspection related to the subtenant's uses  
10 as opposed to the inspections for the closed landfill because the nursery  
11 does not fall within the LEA's jurisdiction. The parties have agreed that AGG  
12 will cause a reduction of the monitoring points on the site as testified to by  
13 the LEA regulator and will thereafter be responsible for the future inspection  
14 and monitoring obligations for the business operated on the property by  
15 Capitol or its subtenant. Capitol will be responsible for reasonable  
16 engineering fees to reduce the monitoring points required by the LEA.

#### 17 **7. Forfeiture of the Leases**

18 AGG sought forfeiture of the leases. In light of the Court's previous  
19 findings, the Court will not declare the leases forfeited.

20 ///

#### 21 **C. Capitol Waste's Cross-Complaint**

22 Capitol asserted claims against AGG for violation of the implied  
23 covenant of good faith and fair dealing, intentional and negligent  
24 interference of prospective economic advantage, slander of title, general  
25 negligence and indemnity. The testimony and evidence underlying these  
26 claims was essentially the same. In particular, Capitol claimed that AGG's  
27 conduct related to the sublease was wrongful for a number of reasons.  
28 AGG inappropriately contacted and negotiated with Capitol's proposed

1 subtenant. AGG also offered to evict Capitol in order to enter into a direct  
2 lease with the subtenant. AGG forced the subtenant to enter into a shorter  
3 sublease because AGG would not acknowledge Capitol's 99-year lease  
4 over the entire property. Furthermore, it is alleged that AGG unreasonably  
5 delayed and withheld consent to Capitol's sublease for the purpose of  
6 denying Capitol rent relief and allowing AGG the opportunity to negotiate  
7 directly with the proposed subtenant.

8 Capitol also asserted that AGG's conduct was wrongful by failing to  
9 advise Capitol that the City of Roseville was exploring condemning a  
10 portion of the leased property for a roadway expansion. And thereafter by  
11 not advising Capitol that the City was no longer interested with the  
12 expansion while it knew that Capitol was incurring significant sums in  
13 engineering fees related to the roadway expansion.

14 Having heard the testimony, including expert opinions, as well as  
15 considering the documentary evidence, the Court finds for Capitol on the  
16 causes of action for intentional and negligent interference of prospective  
17 economic advantage due to AGG's intentional and negligent delay to  
18 approve the subleases in a commercially reasonable timeframe and for  
19 the purpose of negotiating with the subtenant directly. The Court awards  
20 damages in the total amount of \$17,500 on these causes of action.

21 **D. Attorney Fees and Costs**

22 Capitol Waste is the prevailing party in this litigation and as such it is  
23 entitled to its attorneys' fees for the defense of A Greener Globe's action.  
24 Capitol Waste is entitled to fees and costs in an amount to be determined  
25 by the Court. Capitol Waste is further entitled to prejudgment interest on  
26 the sums advanced on account of A Greener Globe's tax obligation in the  
27 sum of \$3,590.81.

28 **E. The Reformed Lease**

1 The Court further **ADJUDGES, ORDERS AND DECREES** Master Lease #1  
2 and  
3 #2 reformed as follows:

4 LEASE AGREEMENT BETWEEN: A GREENER GLOBE, a California Non-  
5 Profit Public Benefit Corporation, and, CAPITOL WASTE, A California  
6 Corporation, hereinafter "CAPITOL WASTE" (each a "Party" and collectively,  
7 the "Parties").

8 **PARAGRAPH 1.01** This lease will be deemed to have commenced on  
9 January 1, 1997.

10 **PARAGRAPH 1.02** A GREENER GLOBE'S ADDRESS IS:

11 A GREENER GLOBE  
12 901 Harding Blvd.  
13 Roseville, CA 95678

14 **PARAGRAPH 1.03** CAPITOL WASTE'S ADDRESS IS:

15 CAPITOL WASTE  
16 P.O. Box 276430  
17 Sacramento, CA 95827-6430

18 **PARAGRAPH 1.04** PROPERTY LEASED BY CAPITOL WASTE:

19 That certain real property at 901 Harding Blvd. Roseville Ca. 95678  
20 25.65 acres, being all of AP# 015 100 048.

21 **PARAGRAPH 1.05** TERM OF LEASE:

22 The initial rental term was for two (2) years and no (0) months beginning on  
23 April 01, 1997 and ending on the last day of March, 1999. Capitol Waste  
24 exercised its first option to extend the term for ten (10) years, through  
25 March 31, 2009.

26 **PARAGRAPH 1.06** BASE RENT PAID BY CAPITOL WASTE:

27 Initial base rent: \$500.00 (Five Hundred Dollars per Month).

28 **PARAGRAPH 1.07** CAPITOL WASTE LEASE PAYMENT SCHEDULE:

## 1 RENT SCHEDULE

2	Commencement of Payment	Total
3		
4		
5	January 1, 1997	\$6,000
6	April 1, 1997	\$6,500
7	October 1, 1997	\$7,000
8	April 1, 1998	\$7,500
9	October 1, 1998	\$8,000
10	January 1, 1999	\$8,500
11	April 1, 1999	\$10,500
12	July 1, 2001	\$11,000
13	October 1, 2001	\$11,500
14	January 1, 2004	\$12,000
15	April 1, 2004	\$12,500
16	July 1, 2006	\$13,000
17	October 1, 2006	\$13,500
18	January 1, 2009	\$14,000
19	April 1, 2009	\$14,500
20	July 1, 2011	\$15,000
21	October 1, 2011	\$15,500
22	January 1, 2014	\$16,000
23	April 1, 2014	\$16,500
24	July 1, 2016	\$17,000
25	October 1, 2016	\$17,500
26	January 1, 2019	\$18,000
27	April 1, 2019	\$18,500
28		

1	July 1, 2021	\$19,000
2	October 1, 2021	\$19,500
3	January 1, 2024	\$20,000
4	April 1, 2024	\$20,500
5	July 1, 2026	\$21,000
6	October 1, 2026	\$21,500
7	January 1, 2029	\$22,000
8	April 1, 2029	\$22,500
9	July 1, 2031	\$23,000
10	October 1, 2031	\$23,500
11	January 1, 2034	\$24,000
12	April 1, 2034	\$24,500
13	July 1, 2036	\$25,000
14	October 1, 2036	\$25,500
15	January 1, 2039	\$26,000
16	April 1, 2039	\$26,500
17	July 1, 2041	\$27,000
18	October 1, 2041	\$27,500
19	January 1, 2044	\$28,000
20	April 1, 2044	\$28,500
21	July 1, 2046	\$29,000
22	October 1, 2046	\$29,500
23	January 1, 2049	\$30,000
24	April 1, 2049	\$30,500
25	July 1, 2051	\$31,000
26	October 1, 2051	\$31,500
27	January 1, 2054	\$32,000
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April 1, 2054	\$32,500
July 1, 2056	\$33,000
October 1, 2056	\$33,500
January 1, 2059	\$34,000
April 1, 2059	\$34,500
July 1, 2061	\$35,000
October 1, 2061	\$35,500
January 1, 2064	\$36,000
April 1, 2064	\$36,500
July 1, 2066	\$37,000
October 1, 2066	\$37,500
January 1, 2069	\$38,000
April 1, 2069	\$38,500
July 1, 2071	\$39,000
October 1, 2071	\$39,500
January 1, 2074	\$40,000
April 1, 2074	\$40,500
July 1, 2076	\$41,000
October 1, 2076	\$41,500
January 1, 2079	\$42,000
April 1, 2079	\$42,500
July 1, 2081	\$43,000
October 1, 2081	\$43,500
January 1, 2084	\$44,000
April 1, 2084	\$44,500
July 1, 2086	\$45,000
October 1, 2086	\$45,500

1	January 1, 2089	\$46,000
2	April 1, 2089	\$46,500
3	July 1, 2091	\$47,000
4	October 1, 2091	\$47,500
5	January 1, 2094	\$48,000
6	April 1, 2094 through	\$48,500
7	December 31, 2095	

9 **PARAGRAPH 1.08 PAYMENT OF LEASE; SECURITY DEPOSIT; INCREASES:**

10 The payment of rent and any other monies due shall be on the 10th  
11 (Tenth) day of each and every month for the term of this Lease. Payment  
12 shall be in the form of United States currency. A late charge of 10% (Ten  
13 percent) of the past due amount shall be due after the 20th day of each  
14 month.

15 Upon the execution of this Lease, Capitol Waste shall deposit with A  
16 Greener Globe a cash Security Deposit in the amount of \$6,000.00. A  
17 Greener Globe may apply all or part of the Security Deposit to any unpaid  
18 rent or other charges due from Capitol Waste or to cure any other defaults  
19 of Capitol Waste. If A Greener Globe uses any part of the Security Deposit,  
20 Capitol Waste shall restore the Security Deposit to its full amount within ten  
21 (10) days after A Greener Globe's written request. Capitol Waste's failure  
22 to do so shall be a material default under this Lease. No interest shall be  
23 paid on the Security Deposit. A Greener Globe shall not be required to  
24 keep the Security Deposit separate from its other accounts and no trust  
25 relationship is created with respect to the Security Deposit. Each Time the  
26 Base Rent is increased, Capitol Waste shall deposit additional funds with A  
27 Greener Globe sufficient to increase the Security Deposit to an amount  
28 which bears the same relationship to the adjusted Base Rent as the initial

1 Security Deposit bore to the initial Base Rent.

2 **PARAGRAPH 1.09** CAPITOL WASTE OPTION TO EXTEND LEASE:

3 A Greener Globe hereby grants to Capitol Waste Nine (9) options to  
 4 extend the lease terms for Ten (10) years each, the first of which has been  
 5 exercised by Capitol Waste, and One (1) option to extend the lease term  
 6 for an additional Seven (7) years. The Seven (7) year option being the final  
 7 term of this option to extend the Lease. Each extension shall be on the  
 8 same terms and conditions as set forth in this Lease but with an increase in  
 9 rent. Each option shall be exercised only by written notice delivered to A  
 10 Greener Globe at least One Hundred and Twenty (120) days prior to the  
 11 expiration of this Lease. Capitol Waste's failure to properly notify A Greener  
 12 Globe of Capitol Waste's desire to extend before any option period ends,  
 13 terminates Capitol Waste's rights under this option. Before any option will be  
 14 considered by the A Greener Globe, Capitol Waste must be current on all  
 15 lease payments, insurance, taxes and any other obligation Capitol Waste  
 16 has to A Greener Globe. This option commenced on April 01, 1999. The  
 17 Option Schedule is as follows:

18 **OPTION SCHEDULE**

19

Last Date to Exercise Option	Commencement of Extended Term	Expiration Date of Extended Term
December 1, 2008	April 1, 2009	March 31, 2019
December 1, 2018	April 1, 2019	March 31, 2029
December 1, 2028	April 1, 2029	March 31, 2039
December 1, 2038	April 1, 2039	March 31, 2049
December 1, 2048	April 1, 2049	March 31, 2059

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1	December 1, 2058	April 1, 2059	March 31, 2069
2	December 1, 2068	April 1, 2069	March 31, 2079
3	December 1, 2078	April 1, 2079	March 31, 2089
4	December 1, 2088	April 1, 2089	March 31, 2096

5 ///

6 **PARAGRAPH 1.10** LEASE PAYMENT AFTER FIRST OPTION:

7 See Rent Schedule in Paragraph 1.07.

8 **PARAGRAPH 1.11** PERMITTED USES:

9 Any legal activity as approved by the regulatory agencies.

10 **PARAGRAPH 1.12** BROKERS, AGENTS FEES AND COMMISSIONS:

11 A Greener Globe, None.

12 Capitol Waste, None.

13 **PARAGRAPH 1.13** REAL PROPERTY TAXES:

14 A Greener Globe shall pay the "Base Real Property Taxes" on the  
 15 Property during the Lease Term, which was determined to be \$13,186.05 for  
 16 fiscal year 1995-96. Capitol Waste shall pay A Greener Globe the amount,  
 17 if any, by which the real property taxes for any fiscal year during the lease  
 18 term exceed the Base Real Property Taxes. Subject to Subparagraph  
 19 1.13(c), Capitol Waste shall make such payments within fifteen (15) days  
 20 after receipt of A Greener Globe's statement showing the amount and  
 21 computation of such increase. A Greener Globe shall reimburse Capitol  
 22 Waste for any property taxes paid by Capitol Waste covering any period of  
 23 time prior to or after the Lease Term.

24 Definition of "Real Property Tax." "Real property tax" means: (i) any  
 25 fee, license fee, license tax, business license fee, commercial rental tax,  
 26 levy, charge, assessment, penalty or tax imposed by any taxing authority  
 27 against the Property; (ii) any tax on the A Greener Globe's right to receive,  
 28 or the receipt of, rent or income from the Property or against A Greener

1 Globe's business of leasing the Property; and (iii) any tax or charge for fire  
2 protection, streets, sidewalks, road maintenance, refuse or other services  
3 provided to the Property by any governmental agency. "Real property  
4 tax" does not, however, include A Greener Globe's federal or state  
5 income, franchise, inheritance or estate taxes.

6 **PARAGRAPH 1.14 PERSONAL PROPERTY TAXES:**

7 (a) Capitol Waste shall pay all taxes charged against trade fixtures,  
8 furnishings, equipment or any other personal property belonging to Capitol  
9 Waste. Capitol Waste shall try to have personal property taxed separately  
10 from the Property.

11 (b) If any of Capitol Waste's personal property is taxed with the  
12 Property, Capitol Waste shall pay A Greener Globe the taxes for the  
13 personal property within fifteen (15) days after Capitol Waste receives a  
14 written statement from A Greener Globe for such personal property taxes.

15 **PARAGRAPH 1.15 INSURANCE POLICIES:**

16 (a) **LIABILITY INSURANCE:** Capitol Waste shall provide A Greener  
17 Globe with a commercial general liability coverage policy, insuring A  
18 Greener Globe against all liabilities, including but not limited to bodily  
19 injury, property damage, loss and use of property and personal injury arising  
20 out of the operation, use or occupancy of the property. Capitol Waste shall  
21 name A Greener Globe, as an additional insured under such policy. The  
22 initial amount of such policy shall be Two Million Dollars (\$2,000,000) per  
23 occurrence. As the Property covered by this Lease is used daily or  
24 improved, Capitol Waste and A Greener Globe will amend and modify  
25 coverage if necessary.

26 (b) **PROPERTY AND RENTAL INCOME INSURANCE:**

27 A Greener Globe shall, during term of the Lease, maintain policies of  
28 insurance covering loss of or damage to the Property in the full amount of

1 its replacement value, loss of rent, plus estimated real property taxes and  
2 insurance premiums, special extended perils (all risk), and any other perils  
3 which A Greener Globe deems necessary. This coverage will not cover any  
4 of the Capitol Waste's personal property.

5 (c) PAYMENT OF PREMIUMS:

6 (i) Liability Insurance, will be paid for by the Capitol Waste.

7 (ii) Property & Rental Income Insurance, will be paid by A  
8 Greener Globe.

9 **PARAGRAPH 1.16** CONDITION OF PROPERTY:

10 It is mutually understood that the property covered under this Lease,  
11 is for the most part, a landfill, which was closed under the authority and  
12 supervision of the California Integrated Waste Management Board  
13 (CIWMB). There now exists a Final Closure Plan and a Final Post Closure  
14 Maintenance Plan prepared and issued by CIWMB, concerning the  
15 Property.

16 It is understood and agreed that the Capitol Waste is and does not  
17 have any responsibility whatsoever for closure or post closure requirements  
18 as specified in the final plans. A Greener Globe agrees to hold Capitol  
19 Waste, harmless from any and all disputes or litigation which may arise with  
20 CIWMB, or any other enforcement or regulatory agency from any actions  
21 or non-actions by A Greener Globe.

22 It is understood and agreed that Capitol Waste will be responsible for  
23 it's own acts, negligence or otherwise, or any property use which may result  
24 in any disputes or litigation with CIWMB, or any other enforcement or  
25 regulatory agency and will hold A Greener Globe harmless from any such  
26 dispute or litigation.

27 In the event actions of CIWMB or any other enforcement or  
28 regulatory agency disallow Capitol Waste's intended use of the Property,

1 this Lease can be canceled or renegotiated.

2 In the event any governmental agency brings a condemnation  
3 action and prevails in such action, A Greener Globe can terminate this  
4 Lease with no obligation to Capitol Waste.

5 In the event subordination of this Lease is required by any lender in  
6 order for Capitol Waste to secure a loan (loans) for construction of  
7 improvements, A Greener Globe agrees to such subordination subject to A  
8 Greener Globe's prior approval of construction plans and loan terms. Such  
9 approval will not be unreasonably withheld by A Greener Globe.

10 **PARAGRAPH 1.17 ASSIGNMENT OR SUBLEASE BY CAPITOL WASTE:**

11 No assignment or sublease is allowed without prior approval by A  
12 Greener Globe. Capitol Waste's request for consent to any transfer shall  
13 set forth in writing the details of the proposed transfer: the name, business  
14 and financial condition of the prospective transferee and the details of the  
15 proposed transfer (e.g., the term of and the rent and security deposit  
16 payable under any proposed sublease). A Greener Globe shall have the  
17 right to withhold consent, if reasonable, or to grant consent, based on only  
18 the following factors; (i) the net worth and financial reputation of the  
19 proposed assignee or subtenant (which consent must reasonably  
20 consented to if the net worth and financial reputation of the transferee is  
21 greater than Capitol Waste's); and (ii) Capitol Waste's compliance with all  
22 of its obligations under the Lease. If A Greener Globe objects to a  
23 proposed transfer solely because of the net worth and/or financial  
24 reputation of the proposed transferee, Capitol Waste may nonetheless  
25 sublease (but not assign), all or a portion of the Property to the proposed  
26 transferee, but only on the other terms of the proposed transfer.

27 A Greener Globe shall share in any profit Capitol Waste may obtain  
28 by its assignment or sublease of any portion of the Property covered by this

1 Lease, A Greener Globe's share shall be 50% of the profit. The profit shall be  
2 calculated by determining the full amount of rent received from all sources  
3 for the rental of the property, less the rent due A Greener Globe under this  
4 Lease, less Capitol Waste's expenses associated with the assignment or  
5 sublease and dividing that amount by one-half. The following shall  
6 constitute the definition of "profit": the gross revenue and other  
7 consideration received from the assignee or sublessee during the sublease  
8 term or during the assignment, with respect to that portion of the Property  
9 covered by the sublease or the assignment ("transferred portion") less:  
10 (a) the gross revenue paid to A Greener Globe by Capitol Waste during  
11 the period of the sublease term with respect to the transferred portion;  
12 (b) any improvement allowance or other economic concession (planning  
13 allowance, moving expenses, etc.) paid by Capitol Waste to the sublessee  
14 or assignee; (c) reasonable brokers' commissions paid by Capitol Waste;  
15 (d) reasonable attorneys' fees paid by Capitol Waste; (e) lease takeover  
16 payments paid by Capitol Waste; (f) reasonable costs of advertising the  
17 space for sublease or assignment paid by Capitol Waste; (g) costs  
18 expended by Capitol Waste in developing the property and not for the  
19 intended use of the property by Capitol Waste as a transfer station;  
20 including, but not limited to costs and expenses for engineering and  
21 environmental services and consultants necessary to prepare the Property  
22 for transfer or to permit the use of the Property by the transferee; and  
23 (h) any other reasonable costs actually paid in assigning or subletting the  
24 transferred space or in negotiating or effectuating the assignment or  
25 sublease; provided, however, under no circumstance shall A Greener  
26 Globe be paid any Profits until Capitol Waste has recovered all the items  
27 set forth in subparts (a) through (h) for such transferred portion, it being  
28 understood that if in any year the gross revenues and other consideration,

1 less the deductions set forth in subparts (a) through (h) above (the "net  
2 revenues"), are less than any and all reasonable costs actually paid in  
3 assigning or subletting the transferred portion (collectively "transaction  
4 costs"), the amount of the excess transaction costs shall be carried over to  
5 the next year and then deducted from net revenues with the procedure  
6 repeated until a profit is achieved.

7 **PARAGRAPH 1.18 HOLDING OVER:**

8 Capitol Waste agrees and shall vacate the Property upon the  
9 expiration or earlier termination of this Lease. Capitol Waste agrees to  
10 return the Property in the same condition it received the Property,  
11 reasonable wear and tear excepted and except for those changes  
12 allowed by the CIWMB or other regulatory agencies, and A Greener  
13 Globe.

14 **PARAGRAPH 1.19 UTILITIES:**

15 Capitol Waste shall pay, directly to the appropriate supplier, the cost  
16 of all natural gas, heat, light, power, sewer service, telephone, water,  
17 refuse disposal and all other services supplied to the Property.

18 **PARAGRAPH 1.20 A GREENER GLOBE'S ACCESS TO PROPERTY:**

19 A Greener Globe or its agents may enter the Property at all  
20 reasonable times, to inspect, monitor site, show potential buyers, investors  
21 or tenants. A Greener Globe shall give Capitol Waste prior notice of such  
22 entry, except in the case of an emergency. A Greener Globe may place  
23 customary "For Sale" or "For Lease" signs on the Property.

24 **PARAGRAPH 1.21 QUIET POSSESSION:**

25 If Capitol Waste pays the rent and complies with all the other terms of  
26 this Lease, Capitol Waste may occupy and enjoy the Property for the full  
27 lease term, subject to the provisions of the Lease.

28 **PARAGRAPH 1.22 DAMAGE TO PROPERTY:**

1 Capitol Waste will immediately notify, in writing, A Greener Globe as  
2 to any damage to the Property.

3 **PARAGRAPH 1.23** DEFAULTS; REMEDIES:

4 Capitol Waste's timely performance of each of the Capitol Waste's  
5 obligations under this Lease is a condition as well as a covenant. Capitol  
6 Waste's right to continue possession of the Property is conditioned upon  
7 such performance. "Time is of the essence of contract" in the performance  
8 and conditions.

9 Defaults. Capitol Waste shall be in material default under this Lease;

10 (a) If Capitol Waste abandons or vacates the Property, resulting in  
11 the cancellation of any insurance.

12 (b) If Capitol Waste fails to pay rent or any other charge when due.

13 (c) If Capitol Waste fails to perform any of the Capitol Waste's non-  
14 monetary obligations under this Lease for a period of thirty (30) days after  
15 written notice from A Greener Globe; provided that if more than thirty (30)  
16 days are required to complete such performance, Capitol Waste shall not  
17 be in default if Capitol Waste commences such performance within the  
18 thirty (30) day period and thereafter diligently pursues its completion.  
19 However, A Greener Globe shall not be required to give such notice if  
20 Capitol Waste's failure to perform constitutes a non-curable breach of this  
21 Lease. The notice required by this paragraph is intended to satisfy any and  
22 all notice requirements imposed by law on A Greener Globe and is not in  
23 addition to any such requirement.

24 (d) If Capitol Waste makes a general assignment or general  
25 arrangement for the benefit of creditors. If a petition for adjudication of  
26 bankruptcy or for reorganization or rearrangement is filed by or against  
27 Capitol Waste and is not dismissed within thirty (30) days. If a trustee or  
28 receiver is appointed to take possession of substantially all of the Capitol

1 Waste's assets located on the Property.

2 Remedies. On the occurrence of any material default by tenant, A  
3 Greener Globe may, at any time thereafter, with or without notice or  
4 demand and without limiting A Greener Globe in the exercise of any right  
5 or remedy which A Greener Globe may have;

6 (a) Terminate Capitol Waste's right to possession of the property.

7 (b) Maintain Capitol Waste's right to possession, in which case this  
8 lease shall continue in effect whether or not Capitol Waste has abandoned  
9 the property.

10 (c) Pursue any other remedy now or hereafter available to A  
11 Greener Globe.

12 **PARAGRAPH 1.24 PROTECTION OF LENDERS:**

13 Greener Globe is empowered at its pleasure to, subordinate,  
14 hypothecate, transfer, sell, any interest A Greener Globe may have in this  
15 Lease, the Property, or/and it's improvements, to anyone at anytime, with  
16 no notice to the Capitol Waste. Any successor to A Greener Globe, would  
17 be obligated to Capitol Waste, in the same manner as A Greener Globe is  
18 obligated. Capitol Waste agrees to sign and deliver any documents that  
19 acknowledges this Lease. Capitol Waste will reveal its financial condition  
20 to A Greener Globe, annually, and A Greener Globe may use these  
21 documents to acquire Subordination, Hypothecation, Transfer or Sale of  
22 the Property covered by this Lease.

23 **PARAGRAPH 1.25 LEGAL COSTS:**

24 If Capitol Waste or A Greener Globe shall be in breach or default  
25 under this Lease, such party (the "Defaulting Party") shall reimburse the  
26 other party (the "Nondefaulting Party") upon demand for any costs or  
27 expenses that the Nondefaulting Party incurs in connection with any  
28 breach or default of the Defaulting Party under this Lease, whether or not

1 suit is commenced or judgment entered. Such costs shall include legal  
2 fees and costs incurred for the negotiation of a settlement, enforcement of  
3 rights or otherwise. Furthermore, if any action for breach of or to enforce  
4 the provisions of this Lease is commenced, the court in such action shall  
5 award to the party in whose favor a judgment is entered, a reasonable  
6 sum as attorneys' fees and costs. The losing party in such action shall pay  
7 such attorneys' fees and costs. Capitol Waste shall also indemnify A  
8 Greener Globe against and hold A Greener Globe harmless from all costs,  
9 expenses, demands and liability A Greener Globe may incur if A Greener  
10 Globe becomes or is made a party to any claim or action (a) instituted by  
11 Capitol Waste against any third party, or by any third party against Capitol  
12 Waste, or by or against any person holding any interest under or using the  
13 Property by license or agreement with Capitol Waste; (b) for foreclosure of  
14 any lien for labor or material furnished to or for Capitol Waste; (c) otherwise  
15 arising out of or resulting from any act or transaction of Capitol Waste; or  
16 (d) necessary to protect A Greener Globe's interest under this Lease in a  
17 bankruptcy proceeding, or other proceeding under Title 11 of the United  
18 States Code, as amended. Capitol Waste shall defend A Greener Globe  
19 against any such claim or action at Capitol Waste's expense with counsel  
20 reasonably acceptable to A Greener Globe or, at A Greener Globe's  
21 election, Capitol Waste shall reimburse A Greener Globe for any  
22 reasonable legal fees or costs A Greener Globe incurs in any such claim or  
23 action.

24 **PARAGRAPH 1.26 RECORDATION OF LEASE:**

25 The parties agree that a Memorandum of Lease, in short form,  
26 executed by both parties may be recorded in Placer County.

27 **PARAGRAPH 1.27 COMPLIANCE:**

28 The parties hereto agree to comply with all applicable federal, state

1 and local laws, regulations, codes, ordinances and administrative codes  
2 and orders having jurisdiction over the parties, property or the subject  
3 matter of this agreement, including, but not limited to, the 1964 Civil Rights  
4 Act and all amendments thereto, The Foreign Investment in Real Property  
5 Act, the Comprehensive Environmental Response Compensation and  
6 Liability Act, and the Americans With Disabilities Act.

7 ///

8 **Monetary Award**

9 **IT IS THEREFORE ADJUDGED, DECREED AND ORDERED** that defendant and  
10 cross-complainant Capitol Waste recover judgment in the total amount of  
11 \$30,101.60 from plaintiff and cross-defendant A Greener Globe. The  
12 judgment consists of the following amounts:

13 1. Principal in the amount of \$18,858.15 for the monies  
14 advanced by Capitol Waste on account of A Greener Globe's tax  
15 obligations under the leases;

16 2. Prejudgment Interest on the sums advanced by Capitol Waste  
17 on account of A Greener Globe's tax obligations under the leases  
18 from June 29, 2004, in the sum of \$4,086.00, as of August 29, 2006;

19 3. Damages in the amount of \$17,500 awarded against A Greener  
20 Globe on Capitol Waste's interference with prospective economic  
21 advantage claims;

22 4. Less a credit of \$19,062.52 to A Greener Globe consisting of AES  
23 Engineering fees of \$13,723, gas monitoring fees of \$1,042.33, LEA  
24 inspection fees of \$3,665, the fuel spill clean up of \$421.49 and the cost of a  
25 sign in the amount of \$210.70;

26 5. A further credit of 9,215.16 to Capitol Waste for overpayment of  
27 sublease profit split;

28 6. The Court retains jurisdiction to amend this Judgment to include

1 an award of costs, attorney fees, or equitable relief.

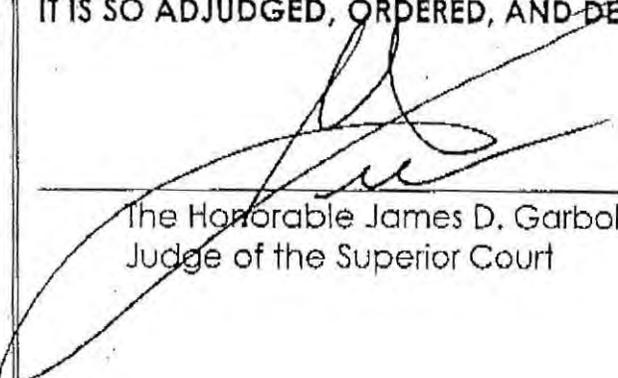
2

3 **IT IS SO ADJUDGED, ORDERED, AND DECREED.**

4

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\_\_\_\_\_  
The Honorable James D. Garbalino  
Judge of the Superior Court

Dated:  , 2006.

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1 A Greener Globe v. Capitol Waste  
2 Placer County Superior Court, Case Number SCV 15976

3 **PROOF OF SERVICE**

4 I am a citizen of the United States, employed in the City and County  
5 of Sacramento, California. My business address is 400 Capitol Mall,  
6 Eleventh Floor, Sacramento, California 95814. I am over the age of 18  
7 years and not a party to the within action. On today's date, I caused to be  
8 served the following:

9 **JUDGMENT [PROPOSED]**

10  I am readily familiar with the firm's practice of collection and  
11 processing correspondence for mailing in the ordinary course of business.  
12 Under this practice, correspondence is collected, sealed, postage thereon  
13 fully prepaid, and deposited the same day with the U. S. Postal Service on  
14 the same day.

15  I caused the above documents to be served on the parties in this  
16 action by placing them in a sealed envelope in the designated area for  
17 outgoing mail, addressed as shown below.

18  I caused the above documents to be personally delivered to the  
19 addressee(s) set forth below.

20  I caused the above documents to be served on the parties in this  
21 action by causing them to be delivered via Federal Express, for next-day  
22 delivery to the addressee(s) set forth below.

23  I caused the above documents to be served on the parties in this  
24 action by transmitting them via facsimile and electronically to the  
25 addressee(s) indicated below.

26  I declare that I am employed in the office of a member of the bar of  
27 this Court at whose direction the service was made. (Federal)

28  
Richard D. Steffan  
Attorney at Law  
389 Auburn Ravine Road  
Auburn, CA 95603  
Tel: (530) 823-5310  
Fax: (240) 337-4758  
email: [rsteffan@sbcglobal.net](mailto:rsteffan@sbcglobal.net)

I declare under penalty of perjury that the foregoing is true and  
correct and that this declaration was executed on August 29, 2006 in  
Sacramento, California.

Tracy Thorne

S-CV-15976 A Greener Globe, a California Corporation vs Capitol Waste, a California corporation

### Proof of Service

---

I am employed by the County of Placer, State of California. I am over the age of 18 years and not a party to the within above entitled action. My business address is PLACER COUNTY SUPERIOR COURT, 101 Maple Street, Auburn, 95603 on this date, I served the within:

#### Judgment and Notice of Entry of Judgment

On the parties below named in said action by placing a true copy thereof for collection and mailing so as to cause it to be mailed on the date stated below, following standard court practices, in sealed envelopes addressed as follows:

Louis A. Gonzalez, Jr. Weintraub, Genshlea & Chediak, a Law Corporation 400 Capitol Mall, 11 <sup>th</sup> Floor Sacramento, CA 95814	Richard D. Steffan, Esq. 389 Auburn Ravine Road Auburn, CA 95603-3715
--	---

I am readily familiar with the County's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service and/or inter office mail on that same day with postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on October 5, 2006, Auburn, California

JOHN MENDES, CLERK OF THE COURT

By: **Tami Hinds**  
Tami L. Hinds, Courtroom Services Clerk

1 KATHRYN KENEALLY  
Assistant Attorney General

2  
3 BORIS KUKSO  
Trial Attorney, Tax Division  
U.S. Department of Justice  
4 P.O. Box 683, Ben Franklin Station  
Washington, D.C. 20044-0683  
5 Telephone: (202) 353-1857  
Facsimile: (202) 307-0054  
6 E-mail: boris.kukso@usdoj.gov  
western.taxcivil@usdoj.gov

7  
8 BENJAMIN B. WAGNER  
United States Attorney  
9 Attorneys for the United States of America

10  
11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF CALIFORNIA

13  
14 CAPITOL WASTE, INC.,

15 Plaintiff,

16 v.

17 A GREENER GLOBE aka A GREENER  
GLOBE CORPORATION aka A  
18 GREENER GLOBE, INC., DANIEL G.  
SHEEHAN dba A GREENER GLOBE,  
19 JACKLYN C. SHEEHAN dba A  
GREENER GLOBE, WESTERN  
20 HIGHLAND MORTGAGE FUND 1, LLC,  
UNITED STATES DEPARTMENT OF THE  
21 TREASURY INTERNAL REVENUE  
SERVICE, NORTHERN CALIFORNIA  
22 COLLECTION SERVICE, INC, DOES 1-200

23 Defendants.

) Civil No. 2:10-CV-00866-MCE-EFB

) ORDER OF DISMISSAL

24  
25  
26  
27  
28

1 Pursuant to the stipulation of voluntary dismissal (ECF No.37) and Fed. R. Civ.  
2 P. 41(a)(1)(A)(ii), this action is DISMISSED with prejudice against all defendants with  
3 each party bearing their own fees and costs.  
4

5 Submitted by:

6 KATHRYN KENEALLY  
Assistant Attorney General  
7

8 By:

9 /s/ Boris Kukso  
BORIS KUKSO  
Trial Attorney, Tax Division  
U.S. Department of Justice  
10

11 BENJAMIN B. WAGNER  
United States Attorney

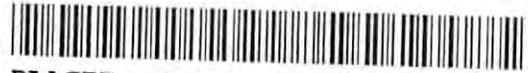
12 Attorneys for the United States  
13  
14

15 IT IS SO ORDERED.

16  
17 Dated: January 22, 2013

18 

19 MORRISON C. ENGLAND, JR., CHIEF JUDGE  
UNITED STATES DISTRICT JUDGE  
20  
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25  
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28



PLACER, County Recorder  
 JIM MCCAULEY  
 DOC- 2013-0037327-00  
 5591

Recording Requested by and  
 When Recorded Mail to:

*Daniel Sheehan*  
*5009 Southside Ranch Rd*  
*Rocklin CA 95677*

THURSDAY, APR 18, 2013 11:05:45  
 MIC \$3.00 | AUT \$5.00 | SBS \$4.00  
 ERD \$1.00 | RED \$1.00 | REC \$13.00  
 ADD \$0.00

Ttl Pd \$27.00 Rcpt # 02272098  
 clkd1mlfj1/MB/1-5

TITLE OF DOCUMENT

Memorandum of Settlement and Lease Termination  
 In case No. SCV-15976 Placer County Superior Court dated October 5, 2006  
 And in case No. SCV-024944 Placer County Superior Court dated January 11, 2013

re: 901 North Harding Blvd. Roseville California 95678

APN: 015-100-048-000

*lease was not recorded*

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:  
 Name of Notary ROSS FREDERICK OHREWICK II,  
 Date Commission Expires 12/3/2013 Commission # 1867392  
 County of Commission Placer Mfg. I.D. # BG12  
 State of Commission CALIFORNIA  
 Date and Place 4-18-2013 Auburn CA Signature (Firm name, if any) Daniel Sheehan

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## Memorandum of Settlement and Lease Termination

A Greener Globe, a California non-profit public benefit corporation, by its President, Daniel Sheehan, states as follows:

1. **Definitions.** Unless otherwise defined, the following terms used in this Memorandum shall have the following meanings:

“Capitol Waste” shall mean Capitol Waste, Inc. Iva Whitmire is the President of Capitol Waste, and Kenneth Whitmire is her husband and advisor.

“AGG” shall mean A Greener Globe, a California non-profit public benefit corporation. Daniel G. Sheehan, Jacklyn C. Sheehan, Larry Benniger, Wyla Beatty, Lisa Riley, and Steven Boyce (who are all of the members of A Greener Globe whether named a party in the Lawsuit or not and are parties to this Settlement Agreement and covered by it) and Western Highland Mortgage Fund 1, LLC (who is a defendant and a mortgage holder of the Property).

“Property” shall mean the real property owned by AGG commonly referred to as 901 North Harding Blvd., Roseville, California, more fully described in Exhibit A to this Memorandum.

“Lease” shall mean that Lease imposed on the Property by the Judgment, dated October 5, 2006, in Placer Superior Court Action No. SCV 15976.

2. **Settlement between AGG and Capitol Waste.**

Effective January 11, 2013, AGG and Capitol Waste entered into a written settlement whereby, inter alia, Capitol Waste released any claims or interest in the Property or the Lease.

3. **General Release**

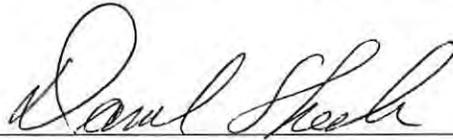
Except as to the obligations in this Settlement Agreement, Capitol Waste, Iva Whitmire and Ken Whitmire as individuals (to the extent that they would have any potential claims resulting from this litigation, or against AGG), in consideration of the matters set forth in this Settlement Agreement, released and discharged AGG, their predecessors, parents, successors, subsidiary and affiliated companies, all of their officers, agents, attorneys, servants, employees, brokers, directors, stockholders and all other persons and associations known or unknown, and each of them, of and from any and all known and unknown claims, and causes of action in law or equity, suits, demands, liens, liabilities, damages, losses, sums of money, defenses, costs or expenses of any nature fixed or contingent, dependent

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or independent, of any and every kind whether known or unknown, which each had or might claim to have had against the other, and all those named above, including but not limited to those raised in the Lawsuit.

**4. Capitol Waste Acknowledged Lease Termination and No Interest in Property**

Without limitation to the foregoing general release and by way of illustration of the generality of that release with respect to the Property and the Lease, **Capitol Waste** (and to the extent that Iva Whitmire and Ken Whitmire as individuals would have any potential claims related to the Property or Lease) **specifically and generally released any and all interest of any kind in either the Property or the Lease, and acknowledged that the Lease is no longer in effect.** Further, **Capitol Waste** (and to the extent that Iva Whitmire and Ken Whitmire as individuals would have any potential claims related to the Property) **acknowledged that by way of this settlement agreement it has no interest in the Property of any kind whatsoever.** *at Greene Co. Lab. Co.*



\_\_\_\_\_  
Daniel Sheehan

---

# Exhibit A

## LEGAL DESCRIPTION

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of the Northeast quarter of Section 35, Township 11 North, Range 6 East, M.D.B.& M., described as follows:

Beginning at the Northeast corner of the herein described parcel and which corner of point of beginning is further described as being the Northeast corner of aforesaid Section 35; thence running from said point of beginning North 89° 53' 40" West along the Northerly line of the said Section 35 a distance of 933.05 feet, thence South 00° 46' 50" West 1203.65 feet to a stake set to mark the Northwest corner of that certain parcel of land conveyed by Deed from William Kaseberg to Charles Livoti recorded September 1944 in Book 473, Page 70, Official Records; running thence South 89° 46' 30" East 933.40 feet to a point in the section line common to Sections 35 and 36 of the aforesaid Township and Range, which point is also located in the centerline of a public way known as Berry Street and which point is further described as being located South 89° 46' 30" East 30.9 feet from a stake set to mark the intersection of the Northerly line of the beforementioned Livoti parcel with the Westerly line of said Berry Street; running thence North 00° 47' 20" East along the section line common to said Sections 35 and 36 a distance of 1203.95 feet to the point of beginning.

EXCEPTING THEREFROM the Easterly 30 feet as granted to the City of Roseville in Grant Deed recorded March 31, 1978, Book 1957, Page 263, Official Records.

ALSO EXCEPTING THEREFROM all that portion described in the Deed to the City of Roseville recorded January 27, 1987, Book 3117, Page 292, Official Records.

APN: 015-100-048-000

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Placer

On April 18, 2013 before me, Russ Frederick Ohrenschein, Notary Public,  
(Here insert name and title of the officer)

personally appeared Daniel Sheehan,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Memorandum of Settlement  
(Title or description of attached document)

and Lease Termination  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

5

February 22, 2010

Daniel G. Sheehan  
Greener Globe Corporation  
5009 Southside Ranch Road  
Rocklin, CA 95677-4490

Re: 901 Galleria Blvd., Roseville, CA 95678/APN 015-100-048-000

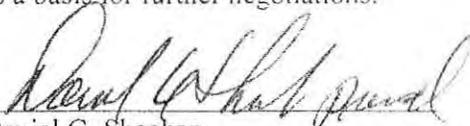
Dear Dan:

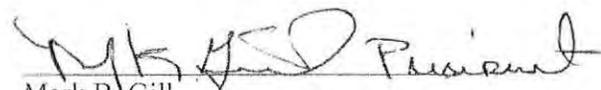
Thank you for your proposal dated February 13, 2010. On behalf of Green Acres Nursery & Supply LLC ("Green Acres"), I am happy to provide you with this response, which in essence accepts the proposal, subject to further clarification as noted below. Obviously, the proposal submitted by Greener Globe Corporation ("Greener Globe") and acceptance by Green Acres is subject to the satisfaction of several conditions noted below. In particular, Greener Globe must obtain sufficient funds for a clean closure of the landfill site, be free of all liens, all litigation and obtain a land subdivision agreeable to both parties.

1. **Subject Property** - Green Acres currently occupies a portion of the property at 901 Galleria Boulevard pursuant to the terms of two (2) subleases, which two (2) subleases may in fact have now become direct leases. It is anticipated that the subject property would include the premises demised by both subleases and additional acreage adjacent to the current site, with the result that the boundaries of the nursery site would be 412 feet by 933 feet and include the existing structure and parking lot. The parties anticipate that the transaction would be structured as a purchase, although it may be necessary to provide for a ground lease in the event that there are any outstanding environmental issues that pose a problem for ownership of the fee title.
2. **Use** - It is contemplated that the subject property would continue to be used for the operation of the nursery.
3. **Term** - Green Acres will have the right to extend existing lease, rent to own, rent w/ option to purchase, or out right purchase of proposed property. The price determined will be at a reasonable market price with Green Acres capital improvements taken into consideration.
4. **Increased Employment** - As partial consideration for the transaction, Green Acres, with its expanded operations, will be able to create approximately twenty (20) additional year-round jobs and generate additional tax revenue for the City of Roseville. This will benefit both property owners and both the City of Roseville and the County of Placer. As we have discussed, if the nursery is unable to expand, then it may be necessary to find another location outside of the city limits and county limits to relocate the business. As I have mentioned to you, I have already begun exploring this possibility as more sites become available in this down economy.

5. **Site Improvements** – In conjunction with this site, Greener Globe will pursue funds necessary to pay the cost of obtaining a clean closure on the landfill site and the subdivision of land contemplated above. In conjunction with obtaining such clean closure, Greener Globe will provide the necessary fill material required to level the expanded nursery site. Green Acres is not in any way responsible for site clean up.
6. **Non-Disturbance** – Assuming that this transaction must be structured as a ground lease, then a non-disturbance agreement must be obtained from any lender that holds a security interest in the title.
7. **Contingencies** – Both parties acknowledge and agree that the contemplated transaction requires that Greener Globe obtain the funds necessary to pay for a clean closure of the landfill site and expand the boundaries of the nursery location with a subdivision map or parcel map. Green Acres ability to proceed with the contemplated transaction is also contingent upon obtaining the necessary funds, which will be contingent upon the clean closure of the landfill site.

Both parties acknowledge that this proposal is not a binding agreement and that it is intended as a basis for further negotiations.

  
Daniel G. Sheehan  
Greener Globe Corporation  
5009 Southside Ranch Road  
Rocklin, CA 95677-4490

  
Mark B. Gill  
Green Acres Nursery & Supply, LLC.  
901 Galleria Blvd.  
Roseville, CA 95678

LEASE OPTION

7  
This agreement made on the 16<sup>th</sup> day of December 2010, is made by and between A Greener Globe Corporation, a California Non-Profit Public Benefit Corporation ("LANDLORD") and Green Acres Nursery & Supply, LLC, a California Limited Liability Company ("TENANT").

LANDLORD hereby agrees to provide a two (2) year lease extension option to TENANT at the end of the lease for the property located at 901 Galleria Blvd., Roseville, California 95678.

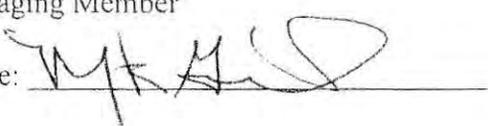
IN WITNESS WHEREOF, the parties have executed and agree to the above lease extension option.

LANDLORD: A Greener Globe Corporation      TENANT: Green Acres Nursery & Supply, LLC

By: Daniel Sheehan  
Its: Owner

By: Mark Gill  
Its: Managing Member

Signature: 

Signature: 

AMENDMENT NO. 1 TO SUBLEASES

THIS AMENDMENT NO. 1 TO SUBLEASES ("Amendment"), dated for reference purposes only as of Dec. 18, 2012, is entered into by and between A GREENER GLOBE CORPORATION, a California non-profit public benefit corporation (hereinafter referred to as "Owner"), and GREEN ACRES NURSERY & SUPPLY, LLC, a California limited liability company (hereinafter referred to as "Tenant").

RECITALS:

A. Owner and Capitol Waste, a California corporation (hereinafter referred to as "Landlord") entered into that certain Industrial Real Estate Lease dated December 11, 1996 (hereinafter referred to as the "Master Lease"), demising certain real property located in the County of Placer, State of California, described in Exhibit A attached hereto and incorporated herein by reference.

B. Landlord and Tenant entered into that certain Sublease No. 1 dated January 7, 2003, and that certain Sublease No. 2 dated January 7, 2003 (hereinafter jointly referred to as the "Subleases"), covering portions of the premises demised by the Master Lease and granting to Tenant certain rights with respect to the balance of the premises demised by the Master Lease.

C. Following the termination of the Master Lease and pursuant to the terms of that certain Non-Disturbance Agreement No. 1 dated January 7, 2003, and that certain Non-Disturbance Agreement No. 2 dated January 7, 2003, Owner succeeded to the interests of Landlord under both Subleases and the Subleases survived as direct agreements between Owner and Tenant.

D. Owner and Tenant now desire to modify the Minimum Rent and Term of the Subleases and to agree as to certain other matters as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreement of the parties hereto to the terms and conditions hereinafter contained, the parties agree as follows:

1. The Recitals set forth above are hereby acknowledged to be true and correct by the undersigned and are incorporated herein by reference.
2. Except as noted to the contrary in this Amendment, the terms used herein shall be defined as provided in the Subleases, and the Subleases are incorporated herein by reference.
3. Notwithstanding anything to the contrary in the Subleases, Owner and Tenant hereby acknowledge and agree that the aggregate Minimum Rent under the Subleases shall be Twenty-Three Thousand Five Hundred and 00/100 Dollars (\$23,500.00) beginning as of March 1, 2013. Such new Minimum Rent shall remain in effect through and including August 31, 2015.

4. Notwithstanding anything to the contrary in the Subleases, Owner and Tenant hereby acknowledge and agree that the Lease Term of both Subleases shall expire as of August 31, 2015; provided, however, that Tenant shall have two (2), five (5)-year options to extend the Lease Term thereafter as set forth below. Owner and Tenant hereby acknowledge and agree that any other options to extend that were previously granted in the original Subleases shall be null and void and of no further effect.

5. At the expiration of the Lease Term of both Subleases as extended by this Amendment, Tenant may extend the Subleases together for two (2) individual extended terms of five (5) years each by giving Owner written notice of its intention to do so at least sixty (60) days prior to the expiration of Lease Term as extended by this Amendment or the option term then in effect; provided, however, that Tenant has not received notice that it is in default, beyond any cure period, under the Subleases on the date of giving such notice or on the date of commencement of the extended term and the period to cure such default has already expired. Such extended term shall be upon all of the terms and conditions of the Subleases, excluding therefrom (i) any right to a further extension of the Lease Term beyond the two (2) five (5)-year options to extend set forth above in this Amendment, and (ii) any right to continue to pay the same Minimum Rent in effect at the time. Notwithstanding anything to the contrary in the Subleases or this Amendment and assuming that all options to extend are exercised, both Subleases shall end on August 31, 2025. At the commencement of each option to extend the Minimum Rent shall be increased by the product obtained when the Minimum Rent then in effect is multiplied by one hundred six percent (106%).

6. Owner shall, no later than ninety (90) days before the expiration of the then existing term of the Subleases, deliver written notice to Tenant that the Subleases shall terminate, and therein state upon what date the Subleases shall terminate ("Termination Notice"). Notwithstanding anything contained in the Subleases or this Amendment to the contrary, in the event Owner fails to deliver the Termination Notice in a timely manner, the Subleases shall not be deemed to have terminated unless Tenant so elects, but Tenant shall have the right to exercise any remaining option to extend the Subleases by delivering to Owner, no more than thirty (30) days after Owner delivers the Termination Notice for the then existing term, written notice of Tenant's intention to extend the Subleases.

7. Except for personal property taxes that may be assessed against Tenant's fixtures, furnishings and equipment that may be located at the Premises, Owner shall be solely responsible for any and all taxes or assessments imposed on the Premises.

8. Owner and Tenant, separately and on their own behalf, each warrant and represent that (1) they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named at any time by the United States Treasury Department as a Specially Designated National and Blocked Person as designated in Presidential Executive Order 13224 (as such order may be amended or modified) as a person who commits, threatens to commit, or supports terrorism, and (2) they are not engaged in or facilitating the transactions contemplated hereunder directly or indirectly on behalf of or for the benefit of any of the aforesaid persons, groups, entities or nations. The parties expressly agree to

and shall indemnify, defend and hold each other harmless from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses (including attorneys' fees), whether direct or indirect, known or unknown, foreseeable or unforeseeable, which may be asserted against or suffered by each other and/or their officers, directors, employees, partners, advisors, agents, representatives, subsidiaries, departments, divisions, predecessors, successors, heirs, assigns, administrators, insurers and attorneys at any time on account of or in any way arising out of or connected with any provision of the Patriot Act and/or this provision.

9. Subject to applicable provisions of the Subleases restricting transfers of interests, this Amendment No. 1 to Subleases shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, transferees and assigns.

10. Except as expressly amended hereby, the terms and provisions of the Subleases are unmodified and remain in full force and effect. In the event of a conflict between this Amendment No. 1 to Subleases and the Subleases, the terms of this Amendment No. 1 to Subleases shall control.

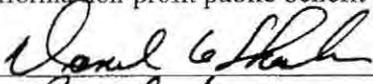
11. The parties hereto independently represent and warrant that the execution and delivery of this Amendment No. 1 to Subleases and the consummation of the transaction contemplated herein have been duly authorized by all necessary corporate or company action so that this Amendment No. 1 to Subleases is validly executed and delivered and is binding upon Owner and Tenant. The individuals executing this document on behalf of any party personally and independently make the representation and warranty contained in this paragraph.

12. This Amendment No. 1 to Subleases may be executed in identical counterparts, all of which shall constitute one instrument. This Amendment No. 1 to Subleases may be executed and delivered by facsimile transmission with the parties' signatures thereon, and such facsimile signatures shall be binding upon the party so signing. A party signing by facsimile shall that same day send an original executed Amendment No. 1 to Subleases to the other party by first-class mail, postage prepaid.

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Subleases as of the day and year first hereinabove set forth.

OWNER:

A Greener Globe Corporation,  
a California non-profit public benefit corporation

By:   
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

Green Acres Nursery & Supply, LLC,  
a California limited liability company

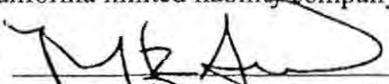
By:   
Its: President, Manager



EXHIBIT A

Legal Description

(To Be Attached)

A handwritten signature or set of initials, possibly 'A', written in black ink in the bottom right corner of the page.

EXHIBIT "A"  
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B. & M., IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL AND WHICH CORNER OR POINT OF BEGINNING IS FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 35; THENCE RUNNING FROM SAID POINT OF BEGINNING NORTH 89 DEGREES 53'40" WEST ALONG THE NORTHERLY LINE OF THE SAID SECTION 35 A DISTANCE OF 933.05 FEET, THENCE SOUTH 00 DEGREES 46'50" WEST 1203.65 FEET TO A STAKE SET TO MARK THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED FROM WILLIAM KASEBERG TO CHARLES LIVOTI IN SEPTEMBER 1944 AND RECORDED IN BOOK 473 AT PAGE 70, OFFICIAL RECORDS OF PLACER COUNTY; RUNNING THENCE SOUTH 89 DEGREES 46'30" EAST 933.40 FEET TO A POINT IN THE SECTION LINE COMMON TO SECTIONS 35 AND 36 OF THE AFORESAID TOWNSHIP AND RANGE AND MERIDIAN, WHICH POINT IS ALSO LOCATED IN THE CENTERLINE OF A PUBLIC WAY KNOWN AS BERRY STREET AND WHICH POINT IS FURTHER DESCRIBED AS BEING LOCATED SOUTH 89 DEGREES 46'30" EAST, 30.9 FEET FROM A STAKE SET TO MARK THE INTERSECTION OF THE NORTHERLY LINE OF THE AFOREMENTIONED LIVOTI PARCEL WITH THE WESTERLY LINE OF SAID BERRY STREET AND RUNNING NORTH 00 DEGREES 47'20" EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 35 AND 36 A DISTANCE OF 1203.95 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

ALL THOSE PORTIONS CONVEYED TO THE CITY OF ROSEVILLE BY DEED RECORDED MARCH 31, 1978 IN BOOK 1957 AT PAGE 263 AND BY DEED RECORDED JANUARY 22, 1987, IN BOOK 3117 AT PAGE 292, OFFICIAL RECORDS.

AND ALL THAT PORTION CONDEMNED IN THAT FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT, COUNTY OF PLACER, CASE NO. S-2048, AND RECORDED FEBRUARY 11, 1993, AS INSTRUMENT NO. 93-010879, OFFICIAL RECORDS.

APN 015-100-048

Date	Income	Property Taxes	Vacancy Rate	NOI	Monthly Lease
2013	282,000.00	10,926.00	0.00%	271,074.00	23,500.00
2014	282,000.00	0.00	0.00%	282,000.00	23,500.00
2015	290,460.00	0.00	0.00%	290,460.00	24,205.00
2016	298,920.00	0.00	0.00%	298,920.00	24,910.00
2017	298,920.00	0.00	0.00%	298,920.00	24,910.00
2018	298,920.00	0.00	0.00%	298,920.00	24,910.00
2019	298,920.00	0.00	0.00%	298,920.00	24,910.00
2020	298,920.00	0.00	0.00%	298,920.00	24,910.00
2021	316,855.20	0.00	0.00%	316,855.20	26,404.60
2022	316,855.20	0.00	0.00%	316,855.20	26,404.60
2023	316,855.20	0.00	0.00%	316,855.20	26,404.60
2024	316,855.20	0.00	0.00%	316,855.20	26,404.60
2025	211,236.80	0.00	0.00%	211,236.80	26,404.60
	\$ 3,827,717.60				

end of lease August 31st. 2025

AMENDMENT NO. 1 TO SUBLEASES

THIS AMENDMENT NO. 1 TO SUBLEASES ("Amendment"), dated for reference purposes only as of Dec. 18., 2012, is entered into by and between A GREENER GLOBE CORPORATION, a California non-profit public benefit corporation (hereinafter referred to as "Owner"), and GREEN ACRES NURSERY & SUPPLY, LLC, a California limited liability company (hereinafter referred to as "Tenant").

RECITALS:

A. Owner and Capitol Waste, a California corporation (hereinafter referred to as "Landlord") entered into that certain Industrial Real Estate Lease dated December 11, 1996 (hereinafter referred to as the "Master Lease"), demising certain real property located in the County of Placer, State of California, described in Exhibit A attached hereto and incorporated herein by reference.

B. Landlord and Tenant entered into that certain Sublease No. 1 dated January 7, 2003, and that certain Sublease No. 2 dated January 7, 2003 (hereinafter jointly referred to as the "Subleases"), covering portions of the premises demised by the Master Lease and granting to Tenant certain rights with respect to the balance of the premises demised by the Master Lease.

C. Following the termination of the Master Lease and pursuant to the terms of that certain Non-Disturbance Agreement No. 1 dated January 7, 2003, and that certain Non-Disturbance Agreement No. 2 dated January 7, 2003, Owner succeeded to the interests of Landlord under both Subleases and the Subleases survived as direct agreements between Owner and Tenant.

D. Owner and Tenant now desire to modify the Minimum Rent and Term of the Subleases and to agree as to certain other matters as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreement of the parties hereto to the terms and conditions hereinafter contained, the parties agree as follows:

1. The Recitals set forth above are hereby acknowledged to be true and correct by the undersigned and are incorporated herein by reference.
2. Except as noted to the contrary in this Amendment, the terms used herein shall be defined as provided in the Subleases, and the Subleases are incorporated herein by reference.
3. Notwithstanding anything to the contrary in the Subleases, Owner and Tenant hereby acknowledge and agree that the aggregate Minimum Rent under the Subleases shall be Twenty-Three Thousand Five Hundred and 00/100 Dollars (\$23,500.00) beginning as of March 1, 2013. Such new Minimum Rent shall remain in effect through and including August 31, 2015.

4. Notwithstanding anything to the contrary in the Subleases, Owner and Tenant hereby acknowledge and agree that the Lease Term of both Subleases shall expire as of August 31, 2015; provided, however, that Tenant shall have two (2), five (5)-year options to extend the Lease Term thereafter as set forth below. Owner and Tenant hereby acknowledge and agree that any other options to extend that were previously granted in the original Subleases shall be null and void and of no further effect.

5. At the expiration of the Lease Term of both Subleases as extended by this Amendment, Tenant may extend the Subleases together for two (2) individual extended terms of five (5) years each by giving Owner written notice of its intention to do so at least sixty (60) days prior to the expiration of Lease Term as extended by this Amendment or the option term then in effect; provided, however, that Tenant has not received notice that it is in default, beyond any cure period, under the Subleases on the date of giving such notice or on the date of commencement of the extended term and the period to cure such default has already expired. Such extended term shall be upon all of the terms and conditions of the Subleases, excluding therefrom (i) any right to a further extension of the Lease Term beyond the two (2) five (5)-year options to extend set forth above in this Amendment, and (ii) any right to continue to pay the same Minimum Rent in effect at the time. Notwithstanding anything to the contrary in the Subleases or this Amendment and assuming that all options to extend are exercised, both Subleases shall end on August 31, 2025. At the commencement of each option to extend the Minimum Rent shall be increased by the product obtained when the Minimum Rent then in effect is multiplied by one hundred six percent (106%).

6. Owner shall, no later than ninety (90) days before the expiration of the then existing term of the Subleases, deliver written notice to Tenant that the Subleases shall terminate, and therein state upon what date the Subleases shall terminate ("Termination Notice"). Notwithstanding anything contained in the Subleases or this Amendment to the contrary, in the event Owner fails to deliver the Termination Notice in a timely manner, the Subleases shall not be deemed to have terminated unless Tenant so elects, but Tenant shall have the right to exercise any remaining option to extend the Subleases by delivering to Owner, no more than thirty (30) days after Owner delivers the Termination Notice for the then existing term, written notice of Tenant's intention to extend the Subleases.

7. Except for personal property taxes that may be assessed against Tenant's fixtures, furnishings and equipment that may be located at the Premises, Owner shall be solely responsible for any and all taxes or assessments imposed on the Premises.

8. Owner and Tenant, separately and on their own behalf, each warrant and represent that (1) they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named at any time by the United States Treasury Department as a Specially Designated National and Blocked Person as designated in Presidential Executive Order 13224 (as such order may be amended or modified) as a person who commits, threatens to commit, or supports terrorism, and (2) they are not engaged in or facilitating the transactions contemplated hereunder directly or indirectly on behalf of or for the benefit of any of the aforesaid persons, groups, entities or nations. The parties expressly agree to

and shall indemnify, defend and hold each other harmless from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses (including attorneys' fees), whether direct or indirect, known or unknown, foreseeable or unforeseeable, which may be asserted against or suffered by each other and/or their officers, directors, employees, partners, advisors, agents, representatives, subsidiaries, departments, divisions, predecessors, successors, heirs, assigns, administrators, insurers and attorneys at any time on account of or in any way arising out of or connected with any provision of the Patriot Act and/or this provision.

9. Subject to applicable provisions of the Subleases restricting transfers of interests, this Amendment No. 1 to Subleases shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, transferees and assigns.

10. Except as expressly amended hereby, the terms and provisions of the Subleases are unmodified and remain in full force and effect. In the event of a conflict between this Amendment No. 1 to Subleases and the Subleases, the terms of this Amendment No. 1 to Subleases shall control.

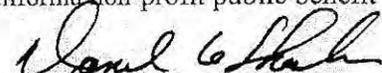
11. The parties hereto independently represent and warrant that the execution and delivery of this Amendment No. 1 to Subleases and the consummation of the transaction contemplated herein have been duly authorized by all necessary corporate or company action so that this Amendment No. 1 to Subleases is validly executed and delivered and is binding upon Owner and Tenant. The individuals executing this document on behalf of any party personally and independently make the representation and warranty contained in this paragraph.

12. This Amendment No. 1 to Subleases may be executed in identical counterparts, all of which shall constitute one instrument. This Amendment No. 1 to Subleases may be executed and delivered by facsimile transmission with the parties' signatures thereon, and such facsimile signatures shall be binding upon the party so signing. A party signing by facsimile shall that same day send an original executed Amendment No. 1 to Subleases to the other party by first-class mail, postage prepaid.

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Subleases as of the day and year first hereinabove set forth.

OWNER:

A Greener Globe Corporation,  
a California non-profit public benefit corporation

By:   
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

Green Acres Nursery & Supply, LLC,  
a California limited liability company

By:   
Its: President, Manager



PLACER, County Recorder  
 JIM MCCAULEY  
 DOC- 2013-0047175-00

PLACER TITLE - RECORDING  
 TUESDAY, MAY 14, 2013 15:29:38  
 MIC \$3.00 | AUT \$6.00 | SBS \$5.00  
 ERD \$1.00 | RED \$1.00 | REC \$14.00  
 ADD \$0.00

Ttl Pd \$30.00 Rcpt # 02278684  
 clkdlmlfj1/GV/1-6

RECORDING REQUESTED BY

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:

DANIEL SHEEHAN  
 5009 SOUTHSIDE RANCH RD  
 ROCKLIN, CA 95677

ESCROW # 110-8115 JP

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

**MEMORANDUM OF LEASE**

**THE SIGNER DECLARES**

**DOCUMENTARY TRANSFER TAX -0-**

THE LEASEHOLD IS LESS THAN 35 YEARS

THERE ARE NO CURRENT LEASES ON THIS PROPERTY

THE ASSIGNMENT OF LEASES IS FOR A LEASE INTEREST IN THE LEASEHOLD

LEASES ARE UNRECORDED

LEASE (S) ARE RECORDED ON:  
 BOOK: PAGE:

---

## Memorandum of Lease with Green Acres

A Greener Globe, a California non-profit public benefit corporation, by its President, Daniel Sheehan, states as follows:

1. **Definitions.** Unless otherwise defined, the following terms used in this Memorandum shall have the following meanings:

“Capitol Waste” shall mean Capitol Waste, Inc.

“AGG” shall mean A Greener Globe, a California non-profit public benefit corporation. Daniel G. Sheehan, Jacklyn C. Sheehan, Larry Benniger, Wyla Beatty, Lisa Riley, and Steven Boyce (who are all of the members of A Greener Globe whether named a party in the Lawsuit or not and are parties to this Settlement Agreement and covered by it) and Western Highland Mortgage Fund 1, LLC (who is a defendant and a mortgage holder of the Property).

“Green Acres” shall mean Green Acres Nursery & Supply, LLC, a California limited liability company.

“Property” shall mean the real property owned by AGG commonly referred to as 901 North Harding Blvd., Roseville, California, more fully described in Exhibit A to this Memorandum.

“Lease” shall mean that Lease entered into between AGG and Green Acres referenced in paragraph 5 D.

“Sub-Lease” shall mean that Sub-Lease referenced in paragraph 5 B. Any interest of Capitol Waste in the Sub-Lease has been terminated and AGG has succeeded to those Sub-Leases.

2. **Settlement between AGG and Capitol Waste.**

Effective January 11, 2013, AGG and Capitol Waste entered into a written settlement whereby, inter alia, Capitol Waste released any claims or interest in the Property or **any** lease on the Property.

3. **Capitol Waste Acknowledged Lease Termination and No Interest in Property**

Without limitation to the foregoing general release and by way of illustration of the generality of that release with respect to the Property and the Lease, **Capitol Waste** (and to the extent that Iva Whitmire and Ken Whitmire as individuals would have any potential claims related to the Property or Lease)

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specifically and generally released any and all interest of any kind in either the Property or the Lease, and acknowledged that the Lease is no longer in effect. Further, Capitol Waste (and to the extent that Iva Whitmire and Ken Whitmire as individuals would have any potential claims related to the Property) acknowledged that by way of this settlement agreement it has no interest in the Property of any kind whatsoever.

**5. Lease between AGG and Green Acres.**

A. AGG and Capitol Waste, entered into that certain Industrial Real Estate Lease dated December 11, 1996 (hereinafter referred to as the "Master Lease"), demising certain real property located in the County of Placer, State of California, described in Exhibit A attached hereto and incorporated herein by reference.

B. Capitol Waste and Green Acres entered into that certain Sublease No. 1 dated January 7, 2003, and that certain Sublease No. 2 dated January 7, 2003 (hereinafter jointly referred to as the "Subleases"), covering portions of the premises demised by the Master Lease and granting to Tenant certain rights with respect to the balance of the premises demised by the Master Lease.

C. Following the termination of the Master Lease and pursuant to the terms of that certain Non-Disturbance Agreement No. 1 dated January 7, 2003, and that certain Non-Disturbance Agreement No. 2 dated January 7, 2003, **AGG succeeded to the interests of Capitol Waste under both Subleases and the Subleases survived as direct agreements between AGG and Green Acres.**

D. On December 18, 2012 AGG and Green Acres entered into a written contract entitled "Amendment No. 1 to Subleases." This amendment acknowledged the truth and correctness of the matters set forth in paragraphs 5A-C and specifically acknowledged that AGG succeeded to all of the terms of the prior subleases and that the lease was directly between AGG and Green Acres. The amendment modified the term of the lease and the minimum rent.



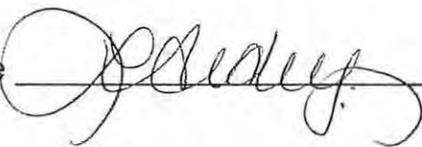
Daniel G. Sheehan, as an Individual and as  
The President of "A Greener Globe Corp."

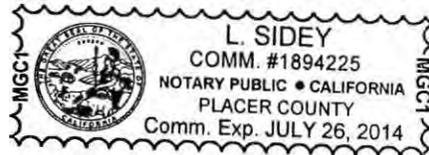
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California )  
 )ss.  
County of PLACER )

On May 10 2013 before me, L. SIDEY, Notary Public, personally appeared DANIEL G. SHEEHAN, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



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# Exhibit A

EXHIBIT "A"  
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B. & M., IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL AND WHICH CORNER OR POINT OF BEGINNING IS FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 35; THENCE RUNNING FROM SAID POINT OF BEGINNING NORTH 89 DEGREES 53'40" WEST ALONG THE NORTHERLY LINE OF THE SAID SECTION 35 A DISTANCE OF 933.05 FEET, THENCE SOUTH 00 DEGREES 46'50" WEST 1203.65 FEET TO A STAKE SET TO MARK THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED FROM WILLIAM KASEBERG TO CHARLES LIVOTI IN SEPTEMBER 1944 AND RECORDED IN BOOK 473 AT PAGE 70, OFFICIAL RECORDS OF PLACER COUNTY; RUNNING THENCE SOUTH 89 DEGREES 46'30" EAST 933.40 FEET TO A POINT IN THE SECTION LINE COMMON TO SECTIONS 35 AND 36 OF THE AFORESAID TOWNSHIP AND RANGE AND MERIDIAN, WHICH POINT IS ALSO LOCATED IN THE CENTERLINE OF A PUBLIC WAY KNOWN AS BERRY STREET AND WHICH POINT IS FURTHER DESCRIBED AS BEING LOCATED SOUTH 89 DEGREES 46'30" EAST, 30.9 FEET FROM A STAKE SET TO MARK THE INTERSECTION OF THE NORTHERLY LINE OF THE AFOREMENTIONED LIVOTI PARCEL WITH THE WESTERLY LINE OF SAID BERRY STREET AND RUNNING NORTH 00 DEGREES 47'20" EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 35 AND 36 A DISTANCE OF 1203.95 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

ALL THOSE PORTIONS CONVEYED TO THE CITY OF ROSEVILLE BY DEED RECORDED MARCH 31, 1978 IN BOOK 1957 AT PAGE 263 AND BY DEED RECORDED JANUARY 22, 1987, IN BOOK 3117 AT PAGE 292, OFFICIAL RECORDS.

AND ALL THAT PORTION CONDEMNED IN THAT FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT, COUNTY OF PLACER, CASE NO. S-2048, AND RECORDED FEBRUARY 11, 1993, AS INSTRUMENT NO. 93-010879, OFFICIAL RECORDS.

APN 015-100-048



PLACER TITLE COMPANY  
A MOTHER LODE COMPANY

5828 Lonetree Blvd., Suite 200, Rocklin, CA 95765 - (916) 624-8141 Fax (916) 624-7383

GREENER GLOBE  
PO BOX 3248  
ROCKLIN, CA 95677

*015-100-063-000*

April 16, 2014

*5.3 acres -*

Order No.: 110-8779

Reference: A GREENER GLOBE

*901 Galleria Blvd.*

Property Address:

PARCEL A FROM PARCEL MAP BOOK 35 PAGE 61 / PORTION OF  
901 GALLERIA BLVD, ROSEVILLE, CA 95678

Thank you for letting us be of service to you. Enclosed are the reports requested on the above referenced property. If you have any questions concerning this report, please contact the office shown on the first page of the report.

**PLACER TITLE COMPANY**  
**CUSTOMER DISTRIBUTION**

Date: 04-16-2014

Order Number: 110-8779

Cust. Ref.: A GREENER GLOBE

Property Address:

PARCEL A FROM PARCEL MAP BOOK 35 PAGE 61 / PORTION OF 901 GALLERIA BLVD, ROSEVILLE, CA 95671

GREENER GLOBE  
PO BOX 3248  
ROCKLIN, CA 95677  
Attn: DANIEL SHEEHAN  
Phone: 916-632-9627  
Copies: 1  
EMail: daniel@greenerglobe.org  
E-Mail

GREENER GLOBE  
PO BOX 3248  
ROCKLIN, CA 95677  
Copies: 1  
E-Mail

*5009 South Side Ranch Rd  
Rocklin 95677-4490*

PLACER TITLE COMPANY  
1508 EUREKA ROAD, #150  
ROSEVILLE, CA 95661  
Attn: Julie Pickard  
Phone: 916-782-3711  
Fax: 916-774-0586  
Copies: 3  
EMail: jpickard@placertitle.com



## Preliminary Report Top Sheet

**\*HELP US STAY ON TOP OF YOUR TRANSACTION\***

**IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY**

- \* Have any of the principals recently filed bankruptcy?
- \* Do any of the principals plan to use a power of attorney? (vacation, business travel or health reasons)
- \* Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- \* Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- \* Do any of the principals NOT have a valid photo identification?
- \* Is there construction work in progress or incomplete construction?
- \* Is there a mobile or manufactured home on the property?
- \* Are the sellers a non-resident alien or a foreign out of country seller?
- \* Is the property an investment property or not considered seller's principal residence?
- \* Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- \* If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- \* Are any of the principals not able to sign within a Placer Title Office? If so, an approved notary will be required.

**THANK YOU FOR CHOOSING  
PLACER TITLE COMPANY**

# PLACER TITLE COMPANY

## Preliminary Report

Issued By:

Order No. 110-8779

PLACER TITLE COMPANY  
1508 EUREKA ROAD, #150  
ROSEVILLE, CA 95661  
Escrow Officer: Julie Pickard  
Phone: 916-782-3711  
Fax: 916-774-0586  
Escrow Officer Email: [jpickard@placertitle.com](mailto:jpickard@placertitle.com)  
Email Loan Docs To: [110edocs@placertitle.com](mailto:110edocs@placertitle.com)

Customer Reference: A GREENER GLOBE

Property Address: PARCEL A FROM PARCEL MAP BOOK 35 PAGE 61 / PORTION OF 901  
GALLERIA BLVD, ROSEVILLE, CA 95678

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In response to the above referenced application for a policy of title insurance, PLACER TITLE 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 below 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 and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The Policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN ATTACHMENT ONE 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.

Dated as of April 08, 2014 at 7:30 a.m.

Title Officer: Pete Kuhlmann

Order No. 110-8779

The form of policy of title insurance contemplated by this report is:

2006 ALTA Loan Extended Coverage Policy (6/17/06)

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

A FEE SIMPLE

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

A GREENER GLOBE , A CALIFORNIA CORPORATION

The land referred to in this report is described as follows:

SEE EXHIBIT "A" ATTACHED

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP OF 901 GALLERIA BOULEVARD SUBDIVISION NO. SUB-000180", FILED FOR RECORD IN THE COUNTY RECORDER OF SAID COUNTY, STATE OF CALIFORNIA, IN BOOK 35 OF PARCEL MAPS, MAP NO. 61, PLACER COUNTY RECORDS.**

**A.P.N. PORTION OF 015-100-048**

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2014-2015, A LIEN, NOT YET DUE OR PAYABLE.
2. ✓ THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

\*\*\* NOTE: (FOR PRO-RATION PURPOSES ONLY)

TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS, FOR THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$5,559.29 PAID

2ND INSTALLMENT: \$5,559.29 PAID

ASSESSED VALUATIONS:

LAND: \$396,768.00

IMPROVEMENTS: \$600,449.00

EXEMPTION: \$0.00

PARCEL NO.: 015-100-048-000

CODE AREA: 005-029

ASSESSMENT NO.: N/A

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

3. ✓ AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, IN DEED RECORDED APRIL 29, 1949, AS BOOK 548, PAGE 227, OFFICIAL RECORDS.

AFFECTS: NORTHERLY PORTION OF PARCEL A, INDEFINITE AS TO EXACT LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

4. ✓ AN INSTRUMENT ENTITLED, "DECLARATION OF COVENANTS AFFECTING REAL PROPERTY" EXECUTED DECEMBER 5, 1986 BY WILLIAM FINGER, RECORDED JANUARY 22, 1987 IN BOOK 3117, AT PAGE 36, OFFICIAL RECORDS, UPON THE COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS CONTAINED THEREIN.

REFERENCE IS HEREBY MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

EXCEPTIONS  
(Continued)

5. A "DEFERRED IMPROVEMENT AGREEMENT" DATED DECEMBER 17, 1986, BY AND BETWEEN THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION AND WILLIAM FINGER, AN INDIVIDUAL, RECORDED JANUARY 22, 1987 IN BOOK 3117 AT PAGE 41, OFFICIAL RECORDS, UPON THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN.

REFERENCE IS HEREBY MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

6. AN EASEMENT OVER SAID LAND FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CITY OF ROSEVILLE, IN DEED RECORDED JANUARY 22, 1987, AS INSTRUMENT NO. IN BOOK 3117, PAGE 296, OFFICIAL RECORDS.

AFFECTS: AN EASTERLY PORTION OF PARCEL A

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

7. A NOTICE BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE DISCLOSING ORDINANCE NO. 2274 WAS ADOPTED ON OCTOBER 18, 1989 APPROVING THE REDEVELOPMENT PLAN FOR THE ROSEVILLE REDEVELOPMENT PROJECT, RECORDED OCTOBER 24, 1989 IN BOOK 3743 AT PAGE 177, OFFICIAL RECORDS.

8. AN EASEMENT OVER SAID LAND FOR SLOPES, PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS CONDEMNED BY THE CITY OF ROSEVILLE, IN ORDER RECORDED FEBRUARY 11, 1993, INSTRUMENT NO. 93-010879, OFFICIAL RECORDS.

AFFECTS: THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

9. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "NON-DISTURBANCE AGREEMENT NO.1", BY AND BETWEEN A GREENER GLOBE CORPORATION, AND GREEN ACRES NURSERY & SUPPLY, LLC, DATED MARCH 25, 2003, RECORDED MAY 30, 2003, AS INSTRUMENT NO. INSTRUMENT NO. 2003-0086906, OFFICIAL RECORDS.

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

10. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "NON-DISTURBANCE AGREEMENT NO.1", BY AND BETWEEN A GREENER GLOBE CORPORATION, AND GREEN ACRES NURSERY & SUPPLY, LLC, DATED MARCH 25, 2003, RECORDED MAY 30, 2003, AS INSTRUMENT NO. INSTRUMENT NO. 2003-0086907, OFFICIAL RECORDS.

EXCEPTIONS  
(Continued)

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

11. UNRECORDED LEASE, BY AND BETWEEN GREEN ACRES NURSERY & SUPPLY, LLC TENANT, AND A GREENER GLOBE CORPORATION, LANDLORD, AS DISCLOSED BY NON-DISTURBANCE AGREEMENT NO 1 AND 2, DATED MARCH 25, 2003, RECORDED MAY 30, 2003, INSTRUMENT NO. 2003-0086906 AND IN 2003-0086907, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED IN SAID LEASE.

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

12. UNRECORDED SUBLEASE, UPON THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF GREEN ACRES NURSERY AND SUPPLY, LLC, DATED FEBRUARY 4, 2003 AND DISCLOSED BY MEMORANDUM OF SUBLEASES #1 AND 2 RECORDED OCTOBER 3, 2003 AS INSTRUMENT NO. 2003-0171195 AND INSTRUMENT NO. 2003-0171196.

AMENDMENT NO. 1 TO SUBLEASES AS SET FORTH IN THAT CERTAIN INSTRUMENT ENTITLED "MEMORANDUM OF LEASE, ON THE TERM, CONDITIONS AND PROVISIONS CONTAINED THEREIN,, RECORDED APRIL 14, 2013, INSTRUMENT NO. 2013-0047175, OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID SUB-LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE SUB-LESSEE ARE NOT SHOWN HEREIN.

13. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$1,100,000.00, DATED NOVEMBER 26, 2007, RECORDED NOVEMBER 30, 2007, INSTRUMENT NO. 2007-0113065, OFFICIAL RECORDS.

TRUSTOR: A GREENER GLOBE CORPORATION  
TRUSTEE: COMMONWEALTH LAND TITLE COMPANY  
BENEFICIARY: WESTERN HIGHLAND MORTGAGE FUND 1, LLC, CALIFORNIA  
FINANCIAL LENDER'S LICENSE #6072161

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST RECORDED FEBRUARY 28, 2011, AS INSTRUMENT NO. 2011-0016523, OFFICIAL RECORDS.

14. ✓ DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$132,546.75, DATED DECEMBER 03, 2007, RECORDED DECEMBER 17, 2007, INSTRUMENT NO. 2007-0118019, OFFICIAL RECORDS.

EXCEPTIONS  
(Continued)

TRUSTOR: A GREENER GLOBE , A CALIFORNIA CORPORATION  
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY  
BENEFICIARY: JAMES R. WALSH AND GRAHAM L. STERLING III

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS SINCE PASSED TO SHERWOOD STERLING, PURSUANT TO AFFIDAVIT UNDER CALIFORNIA PROBATE CODE SECTION 13101, RECORDED FEBRUARY 28, 2011, AS INSTRUMENT NO. 2011-0016525, OFFICIAL RECORDS.

THE ABOVE AFFIDAVIT WAS RERECORDED TO IMPART THE CORRECT REFERENCE TO DEED OF TRUST ABOVE, RECORDED DECEMBER 10, 2013, AS INSTRUMENT NO. 2013-0113099.

SAID DEED OF TRUST WAS SUBORDINATED TO THE LIEN OF THE DEED OF TRUST RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016524, BY INSTRUMENT RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016525, OFFICIAL RECORDS.

15. ✓ DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$100,000.00, DATED FEBRUARY 13, 2008, RECORDED FEBRUARY 29, 2008, INSTRUMENT NO. 2008-0016358, OFFICIAL RECORDS.

TRUSTOR: A GREENER GLOBE CORPORATION , A CALIFORNIA CORPORATION  
TRUSTEE: PLACER TITLE COMPANY  
BENEFICIARY: RICHARD D. STEFFAN OR DIANE FORD

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

SAID DEED OF TRUST WAS SUBORDINATED TO THE LIEN OF THE DEED OF TRUST RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016524, BY INSTRUMENT RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016527, OFFICIAL RECORDS.

16. ✓ DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$50,000.00, DATED JANUARY 12, 2011, RECORDED FEBRUARY 28, 2011, AS INSTRUMENT NO. 2011-0016524, OFFICIAL RECORDS.

TRUSTOR: A GREENER GLOBE CORPORATION  
TRUSTEE: PLACER TITLE COMPANY  
BENEFICIARY: WESTER HIGHLAND MORTGAGE FUND I, LLC  
LOAN NO.:

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

EXCEPTIONS  
(Continued)

17. DEDICATIONS AS SET FORTH AND SHOWN ON THE OFFICIAL MAP OF SAID SUBDIVISION AS FOLLOWS:

A. 12.5 PUBLIC UTILITY EASEMENT, AFFECTING THE EASTERLY BOUNDARY THEREOF

18. PROVISIONS AND CONDITIONS SET FORTH IN THE "NOTES" OF THE FOLLOWING MAP:  
MAP: PARCEL MAP OF 901 GALLERIA BOULEVARD SUBDIVISION NO. SUB-000180

REFERENCE IS MADE TO A COPY OF SAID MAP FOR FURTHER PARTICULARS.

19. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "RECIPROCAL ACCESS AND DRAINAGE AGREEMENT", BY AND BETWEEN CITY OF ROSEVILLE, AND A GREENER GLOBE, A CALIFORNIA CORPORATION, DATED MARCH 19, 2014, RECORDED MARCH 31, 2014, AS INSTRUMENT NO. 2014-0019954, OFFICIAL RECORDS.

20. RIGHTS OF TENANTS IN POSSESSION, INCLUDING ANY UNRECORDED LEASES AND/OR SUBLEASES AFFECTING THE HEREIN DESCRIBED PROPERTY.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN: NONE

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

THE ABOVE NUMBERED REPORT IS HEREBY MODIFIED AND/OR SUPPLEMENTED TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY:

PLACER TITLE COMPANY STATES THAT THE HEREIN DESCRIBED PROPERTY IS COMMERCIAL AND THAT THE PROPERTY ADDRESS IS:

PARCEL A FROM PARCEL MAP BOOK 35 PAGE 61 / PORTION OF 901 GALLERIA BLVD,  
ROSEVILLE, CA 95678

\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. THE LAW REQUIRES THAT

EXCEPTIONS  
(Continued)

FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT.

NOTE: IF A CASHIERS CHECK IS ISSUED PAYABLE TO THE ACCOUNT HOLDER OR PARTY TO THE ESCROW RATHER THAN THE TITLE COMPANY ITSELF, AN ENDORSEMENT/SIGNATURE GUARANTEE OF THE PAYEE FROM THE ISSUING BANK IS NECESSARY. IF THIS GUARANTEE IS NOT RECEIVED ON THE CASHIERS CHECK YOU RISK DELAYS IN CLOSING IF THE CHECK IS RETURNED FOR REASONS OF INVALID ENDORSEMENT BY THE BANK.

IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

\*\*\* CANCELLATION NOTE:

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE BULLETIN NO. NS-35E.

\*\*\* NOTE: THE FOLLOWING UNDERWRITER HAS BEEN SELECTED FOR THIS TRANSACTION:

WESTCOR LAND TITLE INSURANCE COMPANY

DISCLOSURE OF DISCOUNTS:

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

LENDER'S NOTE:

In accordance with Executive Order 13224, and the USA Patriot Act, PLACER TITLE COMPANY compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM  
Attachment One (Revised 6-3-11)  
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, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 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 for the estate or interest insured by this policy.
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 the 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 of 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 - SCHEDULE B, PART I**

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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- \* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

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, attorneys' 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
- \* Improvements on the land
- \* Land division
- \* Environmental protection

This exclusion does not apply to 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.

2006 ALTA LOAN POLICY (06/17/06)  
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, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

2006 ALTA OWNER'S POLICY (06/17/06)  
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, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

**NOTICE  
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000  
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service  
Philadelphia Service Center  
P.O. Box 21086  
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - B. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - H. The seller is a tax-exempt entity under either California or federal law; or
  - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

NOTICE  
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. **If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$50.00), please mark below, sign and return this form to your escrow officer.** In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

## PRIVACY POLICY NOTICE

### Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

**AGTIC Title Insurance Company**  
**American Guaranty Title Insurance Company**  
**Montana Title and Escrow Company**  
**National Closing Solutions**  
**National Closing Solutions of Alabama, LLC**  
**North Idaho Title Insurance Company**  
**North American Title Insurance Company**

**Old Republic National Title Insurance Company**  
**Placer Title Company**  
**Placer Title Insurance Agency of Utah**  
**Stewart Title Guaranty Company**  
**Stewart Title Insurance Company**  
**Westcor Land Title Insurance Company**  
**Wyoming Title and Escrow Company**

We may collect nonpublic personal information about you from the following sources:

- \* Information we receive from you, such as on applications or other forms.
- \* Information about your transactions we secure from our files, of from our affiliates or others.
- \* Information we receive from a consumer reporting agency.
- \* Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- \* Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- \* Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



5828 Lonetree Blvd., Suite 200, Rocklin, CA 95765 - (916) 624-8141 Fax (916) 624-7383

GREENER GLOBE  
PO BOX 3248  
ROCKLIN, CA 95677

*015-100-062-000*

*20.0 Acres*

April 16, 2014

Order No.: 110-8778  
Reference: A GREENER GLOBE

*903 Galleria Blvd.*

Property Address:

PARCEL B FROM PARCEL MAP BOOK 35 PAGE 61 / A PORTION OF  
901 GALLERIA BLVD, ROSEVILLE, CA 95678

Thank you for letting us be of service to you. Enclosed are the reports requested on the above referenced property. If you have any questions concerning this report, please contact the office shown on the first page of the report.

**PLACER TITLE COMPANY**  
**CUSTOMER DISTRIBUTION**

Date: 04-16-2014

Order Number: 110-8778  
Cust. Ref.: A GREENER GLOBE

Property Address:

PARCEL B FROM PARCEL MAP BOOK 35 PAGE 61 / A PORTION OF 901 GALLERIA BLVD, ROSEVILLE, CA  
95678

GREENER GLOBE  
PO BOX 3248  
ROCKLIN, CA 95677  
Attn: DANIEL SHEEHAN  
Phone: 916-632-9627  
Copies: 1  
EMail: daniel@greenerglobe.org  
E-Mail

GREENER GLOBE  
PO BOX 3248  
ROCKLIN, CA 95677  
Copies: 1  
E-Mail

PLACER TITLE COMPANY  
1508 EUREKA ROAD, #150  
ROSEVILLE, CA 95661  
Attn: Julie Pickard  
Phone: 916-782-3711  
Fax: 916-774-0586  
Copies: 2  
EMail: jpickard@placertitle.com



## Preliminary Report Top Sheet

**\*HELP US STAY ON TOP OF YOUR TRANSACTION\***

**IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY**

- \* Have any of the principals recently filed bankruptcy?
- \* Do any of the principals plan to use a power of attorney? (vacation, business travel or health reasons)
- \* Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- \* Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- \* Do any of the principals NOT have a valid photo identification?
- \* Is there construction work in progress or incomplete construction?
- \* Is there a mobile or manufactured home on the property?
- \* Are the sellers a non-resident alien or a foreign out of country seller?
- \* Is the property an investment property or not considered seller's principal residence?
- \* Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- \* If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- \* Are any of the principals not able to sign within a Placer Title Office? If so, an approved notary will be required.

**THANK YOU FOR CHOOSING  
PLACER TITLE COMPANY**

# PLACER TITLE COMPANY

## Preliminary Report

Issued By:

Order No. 110-8778

PLACER TITLE COMPANY

1508 EUREKA ROAD, #150

ROSEVILLE, CA 95661

Escrow Officer: Julie Pickard

Phone: 916-782-3711

Fax: 916-774-0586

Escrow Officer Email: [jpickard@placertitle.com](mailto:jpickard@placertitle.com)

Email Loan Docs To: [110edocs@placertitle.com](mailto:110edocs@placertitle.com)

Customer Reference: A GREENER GLOBE

Property Address: PARCEL B FROM PARCEL MAP BOOK 35 PAGE 61 / A PORTION OF 901  
GALLERIA BLVD, ROSEVILLE, CA 95678

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In response to the above referenced application for a policy of title insurance, PLACER TITLE 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 below 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 and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The Policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN ATTACHMENT ONE 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.

Dated as of April 08, 2014 at 7:30 a.m.

Title Officer: Pete Kuhlmann

Order No. 110-8778

The form of policy of title insurance contemplated by this report is:

**2006 ALTA Loan Extended Coverage Policy (6/17/06)**

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

**A FEE SIMPLE**

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

**A GREENER GLOBE , A CALIFORNIA CORPORATION**

The land referred to in this report is described as follows:

**SEE EXHIBIT "A" ATTACHED**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

**PARCEL B, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP OF 901 GALLERIA BOULEVARD SUBDIVISION NO. SUB-000180", FILED FOR RECORD IN THE COUNTY RECORDER OF SAID COUNTY, STATE OF CALIFORNIA IN BOOK 35 OF PARCEL MAPS, MAP NO. 61, PLACER COUNTY RECORDS.**

**A.P.N. PORTION OF 015-100-048**

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2014-2015, A LIEN, NOT YET DUE OR PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

\*\*\* NOTE: (FOR PRO-RATION PURPOSES ONLY)

TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS, FOR THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$5,559.29 PAID

2ND INSTALLMENT: \$5,559.29 PAID

ASSESSED VALUATIONS:

LAND: \$396,768.00

IMPROVEMENTS: \$600,449.00

EXEMPTION: \$0.00

PARCEL NO.: 015-100-048-000

CODE AREA: 005-029

ASSESSMENT NO.: N/A

3. AN INSTRUMENT ENTITLED, "DECLARATION OF COVENANTS AFFECTING REAL PROPERTY" EXECUTED DECEMBER 5, 1986 BY WILLIAM FINGER, RECORDED JANUARY 22, 1987 IN BOOK 3117, AT PAGE 36, OFFICIAL RECORDS, UPON THE COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS CONTAINED THEREIN.

REFERENCE IS HEREBY MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

4. A "DEFERRED IMPROVEMENT AGREEMENT" DATED DECEMBER 17, 1986, BY AND BETWEEN THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION AND WILLIAM FINGER, AN INDIVIDUAL, RECORDED JANUARY 22, 1987 IN BOOK 3117 AT PAGE 41, OFFICIAL RECORDS, UPON THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN.

REFERENCE IS HEREBY MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

5. AN EASEMENT OVER SAID LAND FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS

EXCEPTIONS  
(Continued)

GRANTED TO THE CITY OF ROSEVILLE, IN DEED RECORDED JANUARY 22, 1987, AS INSTRUMENT NO. IN BOOK 3117, PAGE 294, OFFICIAL RECORDS.

AFFECTS: A SOUTHERLY 15 FEET OF PARCEL B

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

6. AN EASEMENT OVER SAID LAND FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CITY OF ROSEVILLE, IN DEED RECORDED JANUARY 22, 1987, AS INSTRUMENT NO. IN BOOK 3117, PAGE 296, OFFICIAL RECORDS.

AFFECTS: AN EASTERLY PORTION OF PARCEL B

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

7. A NOTICE BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE DISCLOSING ORDINANCE NO. 2274 WAS ADOPTED ON OCTOBER 18, 1989 APPROVING THE REDEVELOPMENT PLAN FOR THE ROSEVILLE REDEVELOPMENT PROJECT, RECORDED OCTOBER 24, 1989 IN BOOK 3743 AT PAGE 177, OFFICIAL RECORDS.

8. AN EASEMENT OVER SAID LAND FOR SLOPES, PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS CONDEMNED BY THE CITY OF ROSEVILLE, IN ORDER RECORDED FEBRUARY 11, 1993, INSTRUMENT NO. 93-010879, OFFICIAL RECORDS.

AFFECTS: THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

9. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "NON-DISTURBANCE AGREEMENT NO.1", BY AND BETWEEN A GREENER GLOBE CORPORATION, AND GREEN ACRES NURSERY & SUPPLY, LLC, DATED MARCH 25, 2003, RECORDED MAY 30, 2003, AS INSTRUMENT NO. INSTRUMENT NO. 2003-0086906, OFFICIAL RECORDS.

10. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "NON-DISTURBANCE AGREEMENT NO.1", BY AND BETWEEN A GREENER GLOBE CORPORATION, AND GREEN ACRES NURSERY & SUPPLY, LLC, DATED MARCH 25, 2003, RECORDED MAY 30, 2003, AS INSTRUMENT NO. INSTRUMENT NO. 2003-0086907, OFFICIAL RECORDS.

11. UNRECORDED LEASE, BY AND BETWEEN GREEN ACRES NURSERY & SUPPLY, LLC TENANT, AND A GREENER GLOBE CORPORATION, LANDLORD, AS DISCLOSED BY NON-DISTURBANCE AGREEMENT NO 1 AND 2, DATED MARCH 25, 2003, RECORDED MAY 30, 2003, INSTRUMENT NO. 2003-0086906 AND IN 2003-0086907, OFFICIAL RECORDS, AND ON

EXCEPTIONS  
(Continued)

THE TERMS AND CONDITIONS CONTAINED IN SAID LEASE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

12. UNRECORDED SUBLEASE, UPON THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF GREEN ACRES NURSERY AND SUPPLY, LLC, DATED FEBRUARY 4, 2003 AND DISCLOSED BY MEMORANDUM OF SUBLEASES #1 AND 2 RECORDED OCTOBER 3, 2003 AS INSTRUMENT NO. 2003-0171195 AND INSTRUMENT NO. 2003-0171196.

AMENDMENT NO. 1 TO SUBLEASES AS SET FORTH IN THAT CERTAIN INSTRUMENT ENTITLED "MEMORANDUM OF LEASE, ON THE TERM, CONDITIONS AND PROVISIONS CONTAINED THEREIN,, RECORDED APRIL 14, 2013, INSTRUMENT NO. 2013-0047175, OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID SUB-LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE SUB-LESSEE ARE NOT SHOWN HEREIN.

13. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$1,100,000.00, DATED NOVEMBER 26, 2007, RECORDED NOVEMBER 30, 2007, INSTRUMENT NO. 2007-0113065, OFFICIAL RECORDS.

TRUSTOR: A GREENER GLOBE CORPORATION  
TRUSTEE: COMMONWEALTH LAND TITLE COMPANY  
BENEFICIARY: WESTERN HIGHLAND MORTGAGE FUND 1, LLC, CALIFORNIA  
FINANCIAL LENDER'S LICENSE #6072161

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST RECORDED FEBRUARY 28, 2011, AS INSTRUMENT NO. 2011-0016523, OFFICIAL RECORDS.

14. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$132,546.75, DATED DECEMBER 03, 2007, RECORDED DECEMBER 17, 2007, INSTRUMENT NO. 2007-0118019, OFFICIAL RECORDS.

TRUSTOR: A GREENER GLOBE , A CALIFORNIA CORPORATION  
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY  
BENEFICIARY: JAMES R. WALSH AND GRAHAM L. STERLING III

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS SINCE PASSED TO SHERWOOD STERLING, PURSUANT TO AFFIDAVIT UNDER CALIFORNIA PROBATE CODE SECTION 13101, RECORDED FEBRUARY 28, 2011, AS INSTRUMENT NO. 2011-0016525, OFFICIAL RECORDS.

THE ABOVE AFFIDAVIT WAS RERECORDED TO IMPART THE CORRECT REFERENCE TO DEED

EXCEPTIONS  
(Continued)

OF TRUST ABOVE, RECORDED DECEMBER 10, 2013, AS INSTRUMENT NO. 2013-0113099.

SAID DEED OF TRUST WAS SUBORDINATED TO THE LIEN OF THE DEED OF TRUST RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016524, BY INSTRUMENT RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016525, OFFICIAL RECORDS.

15. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$100,000.00, DATED FEBRUARY 13, 2008, RECORDED FEBRUARY 29, 2008, INSTRUMENT NO. 2008-0016358, OFFICIAL RECORDS.

TRUSTOR: A GREENER GLOBE CORPORATION , A CALIFORNIA CORPORATION  
TRUSTEE: PLACER TITLE COMPANY  
BENEFICIARY: RICHARD D. STEFFAN OR DIANE FORD

SAID DEED OF TRUST WAS SUBORDINATED TO THE LIEN OF THE DEED OF TRUST RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016524, BY INSTRUMENT RECORDED FEBRUARY 28, 2011, INSTRUMENT NO. 2011-0016527, OFFICIAL RECORDS.

16. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$50,000.00, DATED JANUARY 12, 2011, RECORDED FEBRUARY 28, 2011, AS INSTRUMENT NO. 2011-0016524, OFFICIAL RECORDS.

TRUSTOR: A GREENER GLOBE CORPORATION  
TRUSTEE: PLACER TITLE COMPANY  
BENEFICIARY: WESTER HIGHLAND MORTGAGE FUND I, LLC  
LOAN NO.:

17. DEDICATIONS AS SET FORTH AND SHOWN ON THE OFFICIAL MAP OF SAID SUBDIVISION AS FOLLOWS:

- A. 15 FOOT PUBLIC SEWER EASEMENT  
B. 10 FOOT AND 12.5 FOOT PUBLIC UTILITY EASEMENTS

18. PROVISIONS AND CONDITIONS SET FORTH IN THE "NOTES" OF THE FOLLOWING MAP:  
MAP: PARCEL MAP OF 901 GALLERIA BOULEVARD SUBDIVISION NO. SUB-000180

REFERENCE IS MADE TO A COPY OF SAID MAP FOR FURTHER PARTICULARS.

19. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "RECIPROCAL ACCESS AND DRAINAGE AGREEMENT", BY AND BETWEEN CITY OF ROSEVILLE, AND A GREENER GLOBE, A CALIFORNIA CORPORATION, DATED MARCH 19, 2014, RECORDED MARCH 31, 2014, AS INSTRUMENT NO. 2014-0019954, OFFICIAL RECORDS.

EXCEPTIONS  
(Continued)

20. RIGHTS OF TENANTS IN POSSESSION, INCLUDING ANY UNRECORDED LEASES AND/OR SUBLEASES AFFECTING THE HEREIN DESCRIBED PROPERTY.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN: NONE

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

THE ABOVE NUMBERED REPORT IS HEREBY MODIFIED AND/OR SUPPLEMENTED TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY:

PLACER TITLE COMPANY STATES THAT THE HEREIN DESCRIBED PROPERTY IS COMMERCIAL AND THAT THE PROPERTY ADDRESS IS:

PARCEL B FROM PARCEL MAP BOOK 35 PAGE 61 / A PORTION OF 901 GALLERIA BLVD,  
ROSEVILLE, CA 95678

\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT.

NOTE: IF A CASHIERS CHECK IS ISSUED PAYABLE TO THE ACCOUNT HOLDER OR PARTY TO THE ESCROW RATHER THAN THE TITLE COMPANY ITSELF, AN ENDORSEMENT/SIGNATURE GUARANTEE OF THE PAYEE FROM THE ISSUING BANK IS NECESSARY. IF THIS GUARANTEE IS NOT RECEIVED ON THE CASHIERS CHECK YOU RISK DELAYS IN CLOSING IF THE CHECK IS RETURNED FOR REASONS OF INVALID ENDORSEMENT BY THE BANK.

IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

Order No. 110-8778

**EXCEPTIONS**  
(Continued)

\*\*\* CANCELLATION NOTE:

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS  
REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE BULLETIN NO. NS-35E.

\*\*\* NOTE: THE FOLLOWING UNDERWRITER HAS BEEN SELECTED FOR THIS TRANSACTION:

WESTCOR LAND TITLE INSURANCE COMPANY

DISCLOSURE OF DISCOUNTS:

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

LENDER'S NOTE:

In accordance with Executive Order 13224, and the USA Patriot Act, PLACER TITLE COMPANY compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM  
Attachment One (Revised 6-3-11)  
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, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 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 for the estate or interest insured by this policy.
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 the 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 of 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 - SCHEDULE B, PART I

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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- \* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

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, attorneys' 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
- \* Improvements on the land
- \* Land division
- \* Environmental protection

This exclusion does not apply to 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.

2006 ALTA LOAN POLICY (06/17/06)  
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, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

2006 ALTA OWNER'S POLICY (06/17/06)  
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, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

**NOTICE  
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000  
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service  
Philadelphia Service Center  
P.O. Box 21086  
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - B. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - H. The seller is a tax-exempt entity under either California or federal law; or
  - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

NOTICE  
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. **If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$50.00), please mark below, sign and return this form to your escrow officer.** In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

## PRIVACY POLICY NOTICE

### Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

**AGTIC Title Insurance Company**  
**American Guaranty Title Insurance Company**  
**Montana Title and Escrow Company**  
**National Closing Solutions**  
**National Closing Solutions of Alabama, LLC**  
**North Idaho Title Insurance Company**  
**North American Title Insurance Company**

**Old Republic National Title Insurance Company**  
**Placer Title Company**  
**Placer Title Insurance Agency of Utah**  
**Stewart Title Guaranty Company**  
**Stewart Title Insurance Company**  
**Westcor Land Title Insurance Company**  
**Wyoming Title and Escrow Company**

We may collect nonpublic personal information about you from the following sources:

- \* Information we receive from you, such as on applications or other forms.
- \* Information about your transactions we secure from our files, of from our affiliates or others.
- \* Information we receive from a consumer reporting agency.
- \* Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- \* Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- \* Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

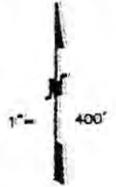
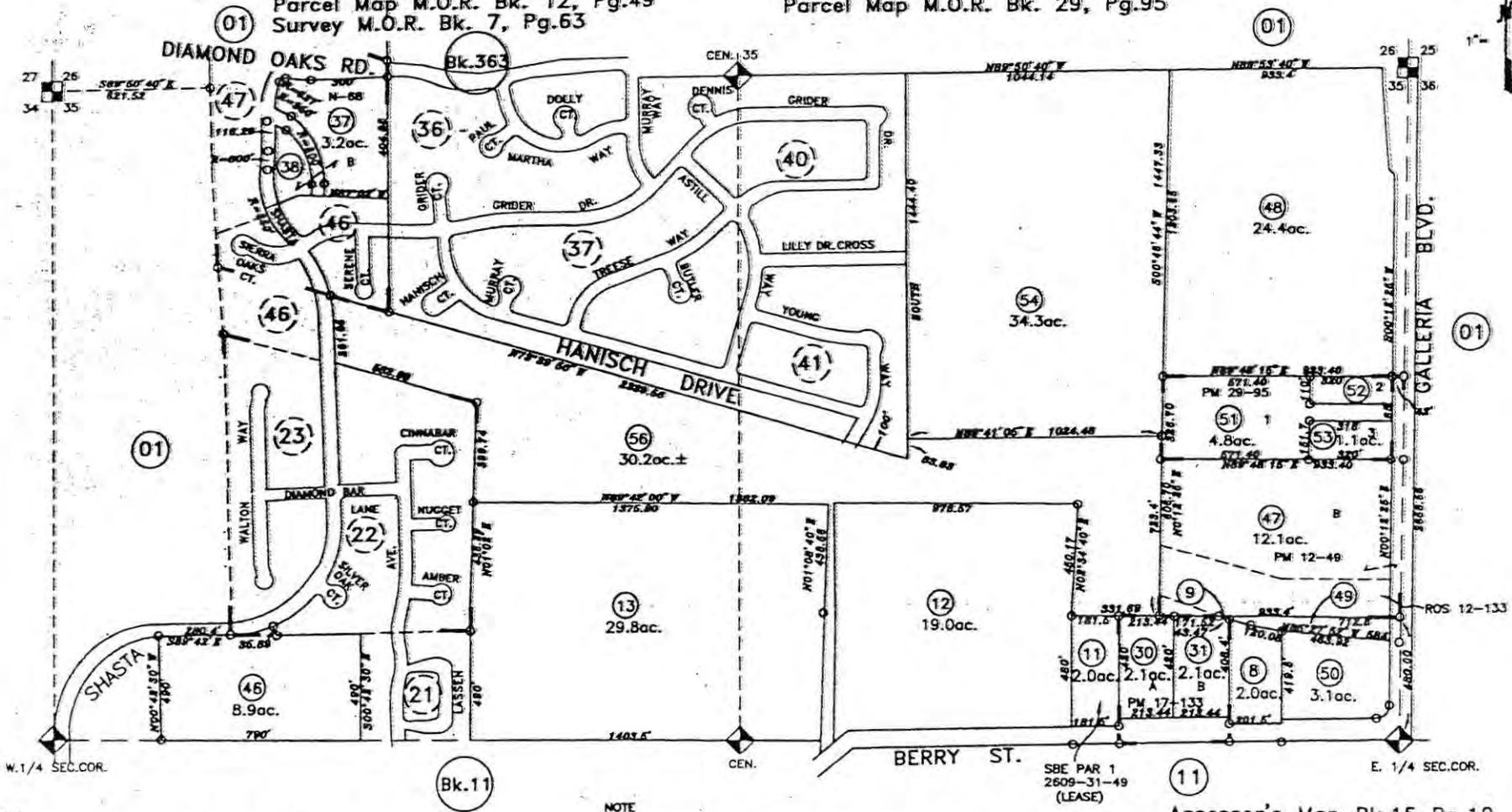
**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

POR. S.W. 1/4 SEC. 26 & POR. N.1/2 SEC. 35, T.11N., R.6E., M.D.B.&M.

Roseville Cemetery M.O.R. Bk. C, Pg.90  
Survey M.O.R. Bk. 1, Pg.40  
Parcel Map M.O.R. Bk. 8, Pg.28  
Parcel Map M.O.R. Bk. 12, Pg.49  
Survey M.O.R. Bk. 7, Pg.63

Parcel Map M.O.R. Bk. 17, Pg.133  
Diamond Oaks Unit No. 7, M.O.R. Bk.N, Pg.68  
Survey M.O.R. Bk. 12, Pg.133, No.1574  
Parcel Map M.O.R. Bk. 29, Pg.95



NOTE  
All distances on curved lines are chord measurements.

NOTE  
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Important: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.

Assessor's Map Bk.15 Pg.10  
County of Placer, Calif.

NOTE  
Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

## **Tab 3 - Notes and Financial Obligations**

**EXTENSION/MODIFICATION AGREEMENT**

Western Highland Mortgage Fund I, LLC currently has two notes and two deeds of trust on the property. Both notes and deeds of trust are being extended and modified through this agreement.

**Subject Property:** 901 Galleria Blvd\*, Roseville, CA      APN# 015-100-048-000\*

*\*Please note the subject property is currently being subdivided into two parcels. The address and assessor parcel number may change. Both loans and deeds of trust will encumber both properties once the map is recorded.*

**First Deed of Trust Original Loan Amount:** \$1,100,000

**Existing Loan Balance:** \$1,100,000

**A Promissory Note Dated:** November 26, 2007

A Deed of Trust dated November 26, 2007 and recorded on November 30, 2007 as Document #2007-0113065-00 in the official records of the County of Placer in the State of California.

**The new terms of the \$1,100,000 loan are as follows:**

Existing Interest Rate: <u>11.25%</u>	New Interest Rate: <u>8.00%</u>
Existing Monthly Payment: <u>\$10,312.50</u>	New Monthly Payment: <u>\$7,333.33</u>
Existing Due Date: <u>12-1-2013</u>	New Due Date: <u>12-1-2016</u>
Existing Balloon Payment: <u>\$ 1,100,000</u>	New Balloon Payment: <u>\$1,100,000</u>

---

**Second Deed of Trust Original Loan Amount:** \$50,000

**Existing Loan Balance:** \$41,163.75

**A Promissory Note Dated:** January 12, 2011

A Deed of Trust dated January 12, 2011 and recorded on February 28, 2011 as Document #2011-0016524-00 in the official records of the County of Placer in the State of California.

**The new terms of the \$50,000 loan are as follows:**

Existing Interest Rate: <u>11.00%</u>	New Interest Rate: <u>8.00%</u>
Existing Monthly Payment: <u>\$688.75</u>	New Monthly Payment: <u>\$274.45</u>

Existing Impound Payment: \$998.75

New Impound Payment: \$998.75

Existing Due Date: 12-1-2013

New Due Date: 12-1-2016

Existing Balloon Payment: \$41,167.75

New Balloon Payment: \$41,167.75

**OLD TOTAL PAYMENT: \$12,000.00**

**NEW TOTAL PAYMENT: \$8,606.53\*\***

*\*\*Since interest is paid in the arrears January 1, 2014 will represent the new payment amount due for December 2013 interest due.*

The Note will have a late charge: 10% of any payment due if the payment is not received within 15 days of the due date. The Note also has a late charge of 10% on any balloon payment due if the payment is not received within 15 days of the due date. Both Notes and the Deeds of Trusts contain a Due on Sale Clause.

Fee charged for this modification is \$11,411.68 to be paid to Novasel & Schwarte Inv. Inc. dba Western Highland Mortgage Company. The trustor will sign a new promissory note, promising to pay the \$11,411.68 loan extension fee at 0% interest over the next twelve months. There will be eleven payments of \$1,000 and one payment of \$411.68. See attached promissory note.

---

This **AGREEMENT** to modify the above referenced Note is made by and between A Greener Globe Corporation (herein "**TRUSTOR**") and Western Highland Mortgage Fund I, LLC, California Financial Lender's License #6072161, (herein the "**BENEFICIARY**"). Therefore, the parties hereby agree to the following:

- 1.) BENEFICIARY has made a loan to TRUSTOR evidenced by two Promissory Notes in the original amount and date specified above which, together with any additional advances, is secured by two Deed of Trusts recorded on the date and in the County as specified above.
- 2.) TRUSTOR will pay to BENEFICIARY a fee in the amount specified above.
- 3.) INTEREST RATE: The interest rate, terms and provisions shown above shall be those in effect during the term of this Modification Agreement
- 4.) MONTHLY INSTALLMENTS: The monthly payment shown above shall be those in effect during the term of this Modification Agreement.
- 5.) THE DUE DATE: The new due date shown above shall be the one in effect during the term of this Modification Agreement.
- 6.) BENEFICIARY hereby consents to this modification as disclosed by in this agreement; provided, however, such consent shall not be deemed or construed as a waiver of



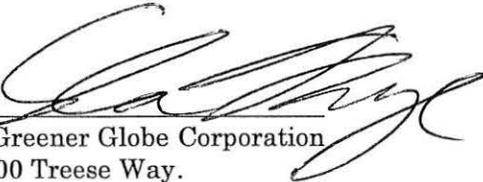
## PROMISSORY NOTE

A Greener Globe a California Corporation

\$ 25,000.00 Roseville California July 8, 1997

For value received A Greener Globe a California Corporation Promise to pay to Jacklyn E. Clem, the sum of Twenty five Thousand Dollars (\$ 25,000.00) with interest at the rate of six percent (6%) per annum from July 8, 1997. Principal and interest due and payable November 1, 2016, at which time all unpaid principal and any interest due thereon shall immediately become due and payable.

This Promissory Note of \$25,000.00 is to be used as a down payment on that property at 6355 Dorne's Road Lincoln California 95648.



A Greener Globe Corporation  
1600 Treese Way.  
Roseville, California  
95678

Year	A Due	A paid	Balance	unpaid amount	Total Interest	Times
1997	7,000.00	0.00	7,000.00	7,000.00		19 yrs
1998	18,000.00	0.00	18,000.00	25,000.00		18 yrs
1999	42,000.00	0.00	42,000.00	67,000.00		17yrs
2000	48,000.00	0.00	48,000.00	115,000.00		16 yrs
2001	49,500.00	0.00	49,500.00	164,500.00		15 yrs
2002	54,000.00	0.00	54,000.00	218,500.00		14 yrs
2003	54,000.00	0.00	54,000.00	272,500.00		13 yrs
2004	58,500.00	0.00	58,500.00	331,000.00		12 yrs
2005	60,000.00	0.00	60,000.00	391,000.00		11 yrs
2006	61,500.00	7,500.00	54,000.00	445,000.00		10 yrs
2007	66,000.00	30,000.00	36,000.00	481,000.00		9 yrs
2008	66,000.00	30,000.00	36,000.00	517,000.00		8 yrs
2009	70,500.00	36,000.00	34,500.00	551,500.00		7 yrs
2010	72,000.00	37,800.00	34,200.00	585,700.00		6 yrs
2011	73,500.00	39,900.00	33,600.00	619,300.00		5 yrs
2012	73,500.00	40,800.00	32,700.00	652,000.00		4 yrs
2013	78,000.00	35,100.00	42,900.00	694,900.00		3 yrs
2014	78,000.00	50,350.00	27,650.00	722,550.00		2 yrs
2015	26,000.00	1,000.00	25,000.00	747,550.00		1 yr

Balance Due >>	\$ 747,550.00		\$ -
----------------	---------------	--	------

total Interest due

Interest Due >	
----------------	--

Total Balance >	
and interest	

total of all money due

list 1	13,277.05
sheet 2	11,323.04
sheet 4	1,315.89
sheet 5	16,057.04
sheet 6	2,281.98
sheet 7	87,905.54
total	132,160.54

Money Loaned To AGG

Daniel & Jacklyn

2002 2003 2004 \$13,277.05 LIST # 1

Office Rent

2005- 2009 \$ 11,323.04 Sheet 2

2007

Misc cost \$ 1,315.89 Sheet 4

2006

Misc Cost \$16,057.04 Sheet 5

2007

Misc \$ 2,281.98 Sheet 6

2005

Misc \$ 87,905.54 Sheet 7

\$71,842.54 old landfill property tax

year	wk	hours	\$ per hour	\$ per week	annual wages	OT hr.	ot pay hr.	ot wk	total pay	pay taken
1996	52	40	18.00	720.00	37,440.00	10	27.00	270.00	38,467.00	0.00
1997	52	40	18.00	720.00	37,440.00	10	27.00	270.00	38,467.00	0.00
1998	52	40	18.00	720.00	37,440.00	10	27.00	270.00	38,467.00	0.00
1999	52	40	22.00	880.00	45,760.00	10	33.00	330.00	47,013.00	0.00
2000	52	40	22.00	880.00	45,760.00	10	33.00	330.00	47,013.00	0.00
2001	52	40	22.00	880.00	45,760.00	10	33.00	330.00	47,013.00	0.00
2002	52	40	26.00	1,040.00	54,080.00	10	39.00	390.00	55,559.00	0.00
2003	52	40	26.00	1,040.00	54,080.00	10	39.00	390.00	55,559.00	0.00
2004	52	40	26.00	1,040.00	54,080.00	10	39.00	390.00	55,559.00	0.00
2005	52	40	30.00	1,200.00	62,400.00	10	45.00	450.00	64,105.00	0.00
2006	52	40	30.00	1,200.00	62,400.00	10	45.00	450.00	64,105.00	0.00
2007	52	40	30.00	1,200.00	62,400.00	10	45.00	450.00	64,105.00	0.00
2008	52	40	34.00	1,360.00	70,720.00	10	51.00	510.00	72,651.00	0.00
2009	51	40	34.00	1,360.00	69,360.00	10	51.00	510.00	71,291.00	0.00
2010	52	40	34.00	1,360.00	70,720.00	10	51.00	510.00	72,651.00	0.00
2011	51	40	38.00	1,520.00	77,520.00	10	57.00	570.00	79,677.00	0.00
2012	52	40	38.00	1,520.00	79,040.00	10	57.00	570.00	81,197.00	0.00
2013	52	40	38.00	1,520.00	79,040.00	10	57.00	570.00	81,197.00	0.00
2014	52	40	41.00	1,640.00	85,280.00	10	61.50	615.00	87,606.50	0.00
2015	52	40	41.00	1,640.00	85,280.00	10	61.50	615.00	87,606.50	0.00
2016	52	40	41.00	1,640.00	85,280.00	10	61.50	615.00	87,606.50	0.00

1,130,720.00  
regular time

1,161,702.50  
with Over time

Value as of Jan 1st 2015	without interest	1,161,702.50
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**Tab 4 - Errata Including Lab Data, Groundwater Level and Landfill Gas Measurements**

#2

**PHASE I SITE ASSESSMENT UPDATE**

**BERRY STREET MALL LANDFILL  
ROSEVILLE, CALIFORNIA**

**PREPARED FOR:**

**A GREENER GLOBE CORPORATION**

**PREPARED BY:**

**JACOBSON HELGOTH CONSULTANTS  
718 SUTTER STREET, SUITE 208  
FOLSOM, CALIFORNIA 95630**

*Project Number 502-02*

**OCTOBER 2001**



**Jacobson Helgoth**  
CONSULTANTS

01-7-000

ATTACHMENT A

ATTACHMENT A



*alpha*

Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

ELAP Certificates 1551, 2728, and 2922

15 January 2015

A Greener Globe

Attn: Dan Sheehan

5009 Southside Ranch Rd

Rocklin, CA 95677

RE: Monitoring Well Test Roseville Landfill

Work Order: 14L2156

Enclosed are the results of analyses for samples received by the laboratory on 12/29/14 21:00. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Jeanette L. Poplin For Adam V. Angulo  
Project Manager



# Alpha

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e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

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## CHEMICAL EXAMINATION REPORT

Page 1 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number  
14L2156

Receipt Date/Time  
12/29/2014 21:00

Client Code  
CV GREGLO

Client PO/Reference

## ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
GW-1	14L2156-01	Water	12/29/14 09:40	12/29/14 21:00
GW-2	14L2156-02	Water	12/29/14 10:34	12/29/14 21:00
GW-3	14L2156-03	Water	12/29/14 12:16	12/29/14 21:00
GW-4	14L2156-04	Water	12/29/14 12:40	12/29/14 21:00
GW-5	14L2156-05	Water	12/29/14 11:21	12/29/14 21:00



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CHEMICAL EXAMINATION REPORT

Page 2 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Alpha Analytical Laboratories, Inc.

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-1 (14L2156-01)</b>							
<b>Metals by EPA 200 Series Methods</b>							
<b>Sample Type: Water</b>				<b>Sampled: 12/29/14 09:40</b>			
Arsenic	EPA 200.7	AA50565	01/05/15 14:04	01/07/15 16:40	1	ND mg/L	0.010
Cadmium	"	"	"	"	"	ND "	0.010
Chromium	"	"	"	"	"	ND "	0.010
Chromium, hexavalent	EPA 218.6	AA50746	01/07/15 13:43	01/07/15 17:18	"	2.6 ug/L	0.50
Copper	EPA 200.7	AA50565	01/05/15 14:04	01/07/15 16:40	"	ND mg/L	0.020
Lead	"	"	"	"	"	ND "	0.050
Magnesium	"	"	"	"	"	14 "	1.0
Manganese	"	"	"	"	"	ND "	0.020
Mercury	EPA 245.1	AL43112	12/31/14 09:23	01/05/15 13:33	"	ND "	0.0010
Nickel	EPA 200.7	AA50565	01/05/15 14:04	01/07/15 16:40	"	ND "	0.010
Selenium	"	"	"	"	"	ND "	0.020
Silver	"	"	"	"	"	ND "	0.010
Zinc	"	"	"	"	"	ND "	0.020
<b>Metals (Dissolved) by EPA 200 Series Methods</b>							
Iron, dissolved	EPA 200.7	AA50911	01/12/15 10:03	01/13/15 11:48	1	ND mg/L	0.10
<b>Conventional Chemistry Parameters by APHA/EPA Methods</b>							
Chemical Oxygen Demand	SM5220D	AA50568	01/05/15 14:37	01/07/15 11:00	1	ND mg/L	50
Sulfide	SM4500SD	AL43114	12/31/14 10:30	12/31/14 12:15	"	ND "	0.10
<b>Anions by EPA Method 300.0</b>							
Chloride	EPA 300.0	AL43024	12/30/14 12:12	12/30/14 12:12	1	9.6 mg/L	0.50
Nitrate as NO3	"	"	"	"	"	13 "	1.0
Sulfate as SO4	"	"	"	"	"	13 "	0.50



# Alpha

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## CHEMICAL EXAMINATION REPORT

Page 3 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

### Alpha Analytical Laboratories, Inc.

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-1 (14L2156-01)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 09:40</b>			
<b>Volatile Organic Compounds by EPA Method 8260B</b>							
Acetone	EPA 8260B	AA50642	01/06/15 11:00	01/06/15 13:41	I	ND ug/L	5.0
Acetonitrile	"	"	"	"	"	ND "	100
Acrylonitrile	"	"	"	"	"	ND "	5.0
Allyl chloride	"	"	"	"	"	ND "	10
Benzene	"	"	"	"	"	ND "	0.30
Bromobenzene	"	"	"	"	"	ND "	0.50
Bromochloromethane	"	"	"	"	"	ND "	0.50
Bromodichloromethane	"	"	"	"	"	ND "	0.50
Bromoform	"	"	"	"	"	ND "	0.50
Bromomethane	"	"	"	"	"	ND "	0.50
n-Butylbenzene	"	"	"	"	"	ND "	0.50
sec-Butylbenzene	"	"	"	"	"	ND "	0.50
tert-Butylbenzene	"	"	"	"	"	ND "	0.50
Carbon disulfide	"	"	"	"	"	ND "	5.0
<b>Carbon tetrachloride</b>	"	"	"	"	"	<b>2.6 "</b>	<b>0.50</b>
Chlorobenzene	"	"	"	"	"	ND "	0.50
Chloroethane	"	"	"	"	"	ND "	0.50
Chloroform	"	"	"	"	"	ND "	0.50
Chloromethane	"	"	"	"	"	ND "	0.50
Chloroprene	"	"	"	"	"	ND "	1.0
2-Chlorotoluene	"	"	"	"	"	ND "	0.50
4-Chlorotoluene	"	"	"	"	"	ND "	0.50
Dibromochloromethane	"	"	"	"	"	ND "	0.50
1,2-Dibromo-3-chloropropane	"	"	"	"	"	ND "	2.0
1,2-Dibromoethane (EDB)	"	"	"	"	"	ND "	0.50
Dibromomethane	"	"	"	"	"	ND "	0.50
1,2-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,3-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,4-Dichlorobenzene	"	"	"	"	"	ND "	0.50
trans-1,4-Dichloro-2-butene	"	"	"	"	"	ND "	5.0
Dichlorodifluoromethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethane	"	"	"	"	"	ND "	0.50
1,2-Dichloroethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethene	"	"	"	"	"	ND "	0.50
cis-1,2-Dichloroethene	"	"	"	"	"	ND "	0.50



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**CHEMICAL EXAMINATION REPORT**

Page 4 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
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<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-1 (14L2156-01)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 09:40</b>			
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
trans-1,2-Dichloroethene	EPA 8260B	"	"	01/06/15 13:41	ND "	0.50	
1,2-Dichloropropane	"	"	"	"	ND "	0.50	
1,3-Dichloropropane	"	"	"	"	ND "	0.50	
2,2-Dichloropropane	"	"	"	"	ND "	0.50	
1,1-Dichloropropene	"	"	"	"	ND "	0.50	
cis-1,3-Dichloropropene	"	"	"	"	ND "	0.50	
trans-1,3-Dichloropropene	"	"	"	"	ND "	0.50	
Di-isopropyl ether	"	"	"	"	ND "	0.50	
Ethanol	"	"	"	"	ND "	50	
Ethyl tert-butyl ether	"	"	"	"	ND "	0.50	
Ethylbenzene	"	"	"	"	ND "	0.50	
Ethyl methacrylate	"	"	"	"	ND "	10	
Hexachlorobutadiene	"	"	"	"	ND "	0.50	
Hexachloroethane	"	"	"	"	ND "	1.0	
2-Hexanone	"	"	"	"	ND "	5.0	
Isobutanol	"	"	"	"	ND "	100	
Isopropylbenzene	"	"	"	"	ND "	0.50	
p-Isopropyltoluene	"	"	"	"	ND "	0.50	
Methacrylonitrile	"	"	"	"	ND "	1.0	
Methylene chloride	"	"	"	"	ND "	0.50	
Methyl ethyl ketone	"	"	"	"	ND "	1.0	
Methyl iodide	"	"	"	"	ND "	2.0	
Methyl isobutyl ketone	"	"	"	"	ND "	1.0	
Methyl methacrylate	"	"	"	"	ND "	1.0	
Methyl tert-butyl ether	"	"	"	"	ND "	0.50	
Naphthalene	"	"	"	"	ND "	0.50	
n-Propylbenzene	"	"	"	"	ND "	0.50	
Propionitrile	"	"	"	"	ND "	50	
Styrene	"	"	"	"	ND "	0.50	
Tert-amyl methyl ether	"	"	"	"	ND "	0.50	
Tert-butyl alcohol	"	"	"	"	ND "	10	
1,1,1,2-Tetrachloroethane	"	"	"	"	ND "	0.50	
1,1,2,2-Tetrachloroethane	"	"	"	"	ND "	0.50	
Tetrachloroethene	"	"	"	"	ND "	0.50	
Toluene	"	"	"	"	ND "	0.30	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Alpha Analytical Laboratories Inc.

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Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

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Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

**CHEMICAL EXAMINATION REPORT**

Page 5 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-1 (14L2156-01)</b>							
<b>Sample Type: Water</b>				<b>Sampled: 12/29/14 09:40</b>			
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
1,2,3-Trichlorobenzene	EPA 8260B	"	"	01/06/15 13:41	"	ND "	0.50
1,2,4-Trichlorobenzene	"	"	"	"	"	ND "	0.50
1,1,1-Trichloroethane	"	"	"	"	"	ND "	0.50
1,1,2-Trichloroethane	"	"	"	"	"	ND "	0.50
Trichloroethene	"	"	"	"	"	ND "	0.50
Trichlorofluoromethane	"	"	"	"	"	ND "	0.50
Trichlorotrifluoroethane	"	"	"	"	"	ND "	0.50
1,2,3-Trichloropropane	"	"	"	"	"	ND "	0.50
1,2,4-Trimethylbenzene	"	"	"	"	"	ND "	0.50
1,3,5-Trimethylbenzene	"	"	"	"	"	ND "	0.50
Vinyl acetate	"	"	"	"	"	ND "	1.0
Vinyl chloride	"	"	"	"	"	ND "	0.50
m,p-Xylene	"	"	"	"	"	ND "	0.50
o-Xylene	"	"	"	"	"	ND "	0.50
Xylenes (total)	"	"	"	"	"	ND "	0.50
Surrogate: Dibromofluoromethane	"	"	"	"	84.3 %	46-130	
Surrogate: Toluene-d8	"	"	"	"	94.0 %	59-132	
Surrogate: Bromofluorobenzene	"	"	"	"	92.5 %	81-135	

**Acrolein by EPA Method 8260B**

Acrolein	EPA 8260B	AA50563	12/30/14 15:00	12/31/14 07:00	1	ND ug/L	5.0
Surrogate: Dibromofluoromethane	"	"	"	"	"	90.2 %	46-130
Surrogate: Toluene-d8	"	"	"	"	"	85.0 %	59-132
Surrogate: Bromofluorobenzene	"	"	"	"	"	92.4 %	81-135

**GW-2 (14L2156-02)**

**Sample Type: Water**

**Sampled: 12/29/14 10:34**

**Metals by EPA 200 Series Methods**

Arsenic	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:05	1	ND mg/L	0.010
Cadmium	"	"	"	"	"	ND "	0.010
Chromium	"	"	"	"	"	ND "	0.010
Chromium, hexavalent	EPA 218.6	AA50746	01/07/15 13:43	01/07/15 17:36	"	ND ug/L	0.50
Copper	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:05	"	ND mg/L	0.020
Lead	"	"	"	"	"	ND "	0.050
Magnesium	"	"	"	"	"	63 "	1.0
Manganese	"	"	"	"	"	ND "	0.020



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**CHEMICAL EXAMINATION REPORT**

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A Greener Globe  
 5009 Southside Ranch Rd  
 Rocklin, CA 95677  
 Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
 Project No: Well Testing Roseville  
 Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-2 (14L2156-02)</b>			<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 10:34</b>			
<b>Metals by EPA 200 Series Methods (cont'd)</b>								
Mercury	EPA 245.1	AL43112	12/31/14 09:23	01/05/15 13:36	"	ND "	0.0010	
Nickel	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:05	"	ND "	0.010	
Selenium	"	"	"	"	"	ND "	0.020	
Silver	"	"	"	"	"	ND "	0.010	
Zinc	"	"	"	"	"	ND "	0.020	
<b>Metals (Dissolved) by EPA 200 Series Methods</b>								
Iron, dissolved	EPA 200.7	AA50911	01/12/15 10:03	01/13/15 13:44	1	ND mg/L	0.10	
<b>Conventional Chemistry Parameters by APHA/EPA Methods</b>								
Chemical Oxygen Demand	SM5220D	AA50568	01/05/15 14:37	01/07/15 11:00	1	ND mg/L	50	
Sulfide	SM4500SD	AL43114	12/31/14 10:30	12/31/14 12:15	"	ND "	0.10	
<b>Anions by EPA Method 300.0</b>								
Chloride	EPA 300.0	AL43024	12/30/14 19:09	12/30/14 19:09	5	70 mg/L	2.5	
Nitrate as NO3	"	"	12/30/14 12:28	12/30/14 12:28	1	3.4 "	1.0	
Sulfate as SO4	"	"	12/30/14 19:09	12/30/14 19:09	5	56 "	2.5	
<b>Volatile Organic Compounds by EPA Method 8260B</b>								
Acetone	EPA 8260B	AA50642	01/06/15 11:00	01/06/15 14:13	1	ND ug/L	5.0	
Acetonitrile	"	"	"	"	"	ND "	100	
Acrylonitrile	"	"	"	"	"	ND "	5.0	
Allyl chloride	"	"	"	"	"	ND "	10	
Benzene	"	"	"	"	"	ND "	0.30	
Bromobenzene	"	"	"	"	"	ND "	0.50	
Bromochloromethane	"	"	"	"	"	ND "	0.50	
Bromodichloromethane	"	"	"	"	"	ND "	0.50	
Bromoform	"	"	"	"	"	ND "	0.50	
Bromomethane	"	"	"	"	"	ND "	0.50	
n-Butylbenzene	"	"	"	"	"	ND "	0.50	
sec-Butylbenzene	"	"	"	"	"	ND "	0.50	
tert-Butylbenzene	"	"	"	"	"	ND "	0.50	
Carbon disulfide	"	"	"	"	"	ND "	5.0	
Carbon tetrachloride	"	"	"	"	"	ND "	0.50	



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**CHEMICAL EXAMINATION REPORT**

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
GW-2 (14L2156-02)		Sample Type: Water		Sampled: 12/29/14 10:34			
Volatile Organic Compounds by EPA Method 8260B (cont'd)							
Chlorobenzene	EPA 8260B	"	"	01/06/15 14:13	"	ND "	0.50
Chloroethane	"	"	"	"	"	ND "	0.50
Chloroform	"	"	"	"	"	ND "	0.50
Chloromethane	"	"	"	"	"	ND "	0.50
Chloroprene	"	"	"	"	"	ND "	1.0
2-Chlorotoluene	"	"	"	"	"	ND "	0.50
4-Chlorotoluene	"	"	"	"	"	ND "	0.50
Dibromochloromethane	"	"	"	"	"	ND "	0.50
1,2-Dibromo-3-chloropropane	"	"	"	"	"	ND "	2.0
1,2-Dibromoethane (EDB)	"	"	"	"	"	ND "	0.50
Dibromomethane	"	"	"	"	"	ND "	0.50
1,2-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,3-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,4-Dichlorobenzene	"	"	"	"	"	ND "	0.50
trans-1,4-Dichloro-2-butene	"	"	"	"	"	ND "	5.0
Dichlorodifluoromethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethane	"	"	"	"	"	ND "	0.50
1,2-Dichloroethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethene	"	"	"	"	"	ND "	0.50
cis-1,2-Dichloroethene	"	"	"	"	"	ND "	0.50
trans-1,2-Dichloroethene	"	"	"	"	"	ND "	0.50
1,2-Dichloropropane	"	"	"	"	"	ND "	0.50
1,3-Dichloropropane	"	"	"	"	"	ND "	0.50
2,2-Dichloropropane	"	"	"	"	"	ND "	0.50
1,1-Dichloropropene	"	"	"	"	"	ND "	0.50
cis-1,3-Dichloropropene	"	"	"	"	"	ND "	0.50
trans-1,3-Dichloropropene	"	"	"	"	"	ND "	0.50
Di-isopropyl ether	"	"	"	"	"	ND "	0.50
Ethanol	"	"	"	"	"	ND "	50
Ethyl tert-butyl ether	"	"	"	"	"	ND "	0.50
Ethylbenzene	"	"	"	"	"	ND "	0.50
Ethyl methacrylate	"	"	"	"	"	ND "	10
Hexachlorobutadiene	"	"	"	"	"	ND "	0.50
Hexachloroethane	"	"	"	"	"	ND "	1.0
2-Hexanone	"	"	"	"	"	ND "	5.0

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CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Alpha Analytical Laboratories, Inc.

Table with columns: METHOD, BATCH, PREPARED, ANALYZED, DILUTION, RESULT, PQL, NOTE. Includes sub-header 'Volatile Organic Compounds by EPA Method 8260B (cont'd)' and lists various chemical compounds and their results.

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5009 Southside Ranch Rd  
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Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-2 (14L2156-02)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 10:34</b>			
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
Surrogate: Dibromofluoromethane	EPA 8260B	"	"	01/06/15 14:13	86.3 %	46-130	
Surrogate: Toluene-d8	"	"	"	"	94.5 %	59-132	
Surrogate: Bromofluorobenzene	"	"	"	"	94.5 %	81-135	
<b>Acrolein by EPA Method 8260B</b>							
Acrolein	EPA 8260B	AA50563	12/30/14 15:00	12/31/14 07:34	1	ND ug/L	5.0
Surrogate: Dibromofluoromethane	"	"	"	"		91.3 %	46-130
Surrogate: Toluene-d8	"	"	"	"		85.0 %	59-132
Surrogate: Bromofluorobenzene	"	"	"	"		91.3 %	81-135
<b>GW-3 (14L2156-03)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:16</b>			
<b>Metals by EPA 200 Series Methods</b>							
Arsenic	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:10	1	ND mg/L	0.010
Cadmium	"	"	"	"	"	ND "	0.010
Chromium	"	"	"	"	"	ND "	0.010
<b>Chromium, hexavalent</b>	EPA 218.6	AA50746	01/07/15 13:43	01/07/15 17:54	"	<b>2.3 ug/L</b>	<b>0.50</b>
Copper	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:10	"	ND mg/L	0.020
Lead	"	"	"	"	"	ND "	0.050
<b>Magnesium</b>	"	"	"	"	"	<b>27 "</b>	<b>1.0</b>
Manganese	"	"	"	"	"	ND "	0.020
Mercury	EPA 245.1	AL43112	12/31/14 09:23	01/05/15 13:26	"	ND "	0.0010
Nickel	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:10	"	ND "	0.010
Selenium	"	"	"	"	"	ND "	0.020
Silver	"	"	"	"	"	ND "	0.010
Zinc	"	"	"	"	"	<b>0.024 "</b>	<b>0.020</b>



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Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
14L2156	12/29/2014 21:00	CV GREGLO	

### Alpha Analytical Laboratories, Inc.

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-3 (14L2156-03)</b>							
<b>Metals (Dissolved) by EPA 200 Series Methods</b>							
Iron, dissolved	EPA 200.7	AA50911	01/12/15 10:03	01/13/15 13:50	1	ND mg/L	0.10
<b>Conventional Chemistry Parameters by APHA/EPA Methods</b>							
Chemical Oxygen Demand	SM5220D	AA50568	01/05/15 14:37	01/07/15 11:00	1	ND mg/L	50
Sulfide	SM4500SD	AL43114	12/31/14 10:30	12/31/14 12:15	"	ND "	0.10
<b>Anions by EPA Method 300.0</b>							
Chloride	EPA 300.0	AL43024	12/30/14 19:24	12/30/14 19:24	5	22 mg/L	2.5
Nitrate as NO3	"	"	12/30/14 12:43	12/30/14 12:43	1	8.2 "	1.0
Sulfate as SO4	"	"	12/30/14 19:24	12/30/14 19:24	5	64 "	2.5
<b>Volatile Organic Compounds by EPA Method 8260B</b>							
Acetone	EPA 8260B	AA50642	01/06/15 11:00	01/06/15 14:46	1	ND ug/L	5.0
Acetonitrile	"	"	"	"	"	ND "	100
Acrylonitrile	"	"	"	"	"	ND "	5.0
Allyl chloride	"	"	"	"	"	ND "	10
Benzene	"	"	"	"	"	ND "	0.30
Bromobenzene	"	"	"	"	"	ND "	0.50
Bromochloromethane	"	"	"	"	"	ND "	0.50
Bromodichloromethane	"	"	"	"	"	ND "	0.50
Bromoform	"	"	"	"	"	ND "	0.50
Bromomethane	"	"	"	"	"	ND "	0.50
n-Butylbenzene	"	"	"	"	"	ND "	0.50
sec-Butylbenzene	"	"	"	"	"	ND "	0.50
tert-Butylbenzene	"	"	"	"	"	ND "	0.50
Carbon disulfide	"	"	"	"	"	ND "	5.0
Carbon tetrachloride	"	"	"	"	"	ND "	0.50
Chlorobenzene	"	"	"	"	"	ND "	0.50
Chloroethane	"	"	"	"	"	ND "	0.50
Chloroform	"	"	"	"	"	ND "	0.50
Chloromethane	"	"	"	"	"	ND "	0.50
Chloroprene	"	"	"	"	"	ND "	1.0
2-Chlorotoluene	"	"	"	"	"	ND "	0.50
4-Chlorotoluene	"	"	"	"	"	ND "	0.50

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<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-3 (14L2156-03)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:16</b>			
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
Dibromochloromethane	EPA 8260B	"	"	01/06/15 14:46	"	ND "	0.50
1,2-Dibromo-3-chloropropane	"	"	"	"	"	ND "	2.0
1,2-Dibromoethane (EDB)	"	"	"	"	"	ND "	0.50
Dibromomethane	"	"	"	"	"	ND "	0.50
1,2-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,3-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,4-Dichlorobenzene	"	"	"	"	"	ND "	0.50
trans-1,4-Dichloro-2-butene	"	"	"	"	"	ND "	5.0
Dichlorodifluoromethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethane	"	"	"	"	"	ND "	0.50
1,2-Dichloroethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethene	"	"	"	"	"	ND "	0.50
cis-1,2-Dichloroethene	"	"	"	"	"	ND "	0.50
trans-1,2-Dichloroethene	"	"	"	"	"	ND "	0.50
1,2-Dichloropropane	"	"	"	"	"	ND "	0.50
1,3-Dichloropropane	"	"	"	"	"	ND "	0.50
2,2-Dichloropropane	"	"	"	"	"	ND "	0.50
1,1-Dichloropropene	"	"	"	"	"	ND "	0.50
cis-1,3-Dichloropropene	"	"	"	"	"	ND "	0.50
trans-1,3-Dichloropropene	"	"	"	"	"	ND "	0.50
Di-isopropyl ether	"	"	"	"	"	ND "	0.50
Ethanol	"	"	"	"	"	ND "	50
Ethyl tert-butyl ether	"	"	"	"	"	ND "	0.50
Ethylbenzene	"	"	"	"	"	ND "	0.50
Ethyl methacrylate	"	"	"	"	"	ND "	10
Hexachlorobutadiene	"	"	"	"	"	ND "	0.50
Hexachloroethane	"	"	"	"	"	ND "	1.0
2-Hexanone	"	"	"	"	"	ND "	5.0
Isobutanol	"	"	"	"	"	ND "	100
Isopropylbenzene	"	"	"	"	"	ND "	0.50
p-Isopropyltoluene	"	"	"	"	"	ND "	0.50
Methacrylonitrile	"	"	"	"	"	ND "	1.0
Methylene chloride	"	"	"	"	"	ND "	0.50
Methyl ethyl ketone	"	"	"	"	"	ND "	1.0
Methyl iodide	"	"	"	"	"	ND "	2.0

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Alpha Analytical Laboratories Inc.

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Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

**CHEMICAL EXAMINATION REPORT**

Page 12 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-3 (14L2156-03)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:16</b>			
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
Methyl isobutyl ketone	EPA 8260B	"	"	01/06/15 14:46	"	ND "	1.0
Methyl methacrylate	"	"	"	"	"	ND "	1.0
Methyl tert-butyl ether	"	"	"	"	"	ND "	0.50
Naphthalene	"	"	"	"	"	ND "	0.50
n-Propylbenzene	"	"	"	"	"	ND "	0.50
Propionitrile	"	"	"	"	"	ND "	50
Styrene	"	"	"	"	"	ND "	0.50
Tert-amyl methyl ether	"	"	"	"	"	ND "	0.50
Tert-butyl alcohol	"	"	"	"	"	ND "	10
1,1,1,2-Tetrachloroethane	"	"	"	"	"	ND "	0.50
1,1,2,2-Tetrachloroethane	"	"	"	"	"	ND "	0.50
Tetrachloroethene	"	"	"	"	"	ND "	0.50
Toluene	"	"	"	"	"	ND "	0.30
1,2,3-Trichlorobenzene	"	"	"	"	"	ND "	0.50
1,2,4-Trichlorobenzene	"	"	"	"	"	ND "	0.50
1,1,1-Trichloroethane	"	"	"	"	"	ND "	0.50
1,1,2-Trichloroethane	"	"	"	"	"	ND "	0.50
Trichloroethene	"	"	"	"	"	ND "	0.50
Trichlorofluoromethane	"	"	"	"	"	ND "	0.50
Trichlorotrifluoroethane	"	"	"	"	"	ND "	0.50
1,2,3-Trichloropropane	"	"	"	"	"	ND "	0.50
1,2,4-Trimethylbenzene	"	"	"	"	"	ND "	0.50
1,3,5-Trimethylbenzene	"	"	"	"	"	ND "	0.50
Vinyl acetate	"	"	"	"	"	ND "	1.0
Vinyl chloride	"	"	"	"	"	ND "	0.50
m,p-Xylene	"	"	"	"	"	ND "	0.50
o-Xylene	"	"	"	"	"	ND "	0.50
Xylenes (total)	"	"	"	"	"	ND "	0.50
Surrogate: Dibromofluoromethane	"	"	"	"	82.6 %	46-130	
Surrogate: Toluene-d8	"	"	"	"	92.8 %	59-132	
Surrogate: Bromofluorobenzene	"	"	"	"	91.9 %	81-135	



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5009 Southside Ranch Rd  
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Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-3 (14L2156-03)</b>			<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:16</b>			
<b>Acrolein by EPA Method 8260B</b>								
Acrolein	EPA 8260B	AA50563	12/30/14 15:00	12/31/14 08:41	1	ND ug/L		5.0
Surrogate: Dibromofluoromethane	"	"	"	"	"	91.2 %	46-130	
Surrogate: Toluene-d8	"	"	"	"	"	85.4 %	59-132	
Surrogate: Bromofluorobenzene	"	"	"	"	"	89.6 %	81-135	
<b>GW-4 (14L2156-04)</b>			<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:40</b>			
<b>Metals by EPA 200 Series Methods</b>								
Arsenic	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:16	1	ND mg/L		0.010
Cadmium	"	"	"	"	"	ND "		0.010
Chromium	"	"	"	"	"	ND "		0.010
Chromium, hexavalent	EPA 218.6	AA50746	01/07/15 13:43	01/07/15 18:11	"	ND ug/L		0.50
Copper	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:16	"	ND mg/L		0.020
Lead	"	"	"	"	"	ND "		0.050
<b>Magnesium</b>	"	"	"	"	"	<b>24 "</b>		<b>1.0</b>
Manganese	"	"	"	"	"	ND "		0.020
Mercury	EPA 245.1	AL43112	12/31/14 09:23	01/05/15 13:38	"	ND "		0.0010
Nickel	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:16	"	ND "		0.010
Selenium	"	"	"	"	"	ND "		0.020
Silver	"	"	"	"	"	ND "		0.010
Zinc	"	"	"	"	"	ND "		0.020
<b>Metals (Dissolved) by EPA 200 Series Methods</b>								
Iron, dissolved	EPA 200.7	AA50911	01/12/15 10:03	01/13/15 13:55	1	ND mg/L		0.10



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**CHEMICAL EXAMINATION REPORT**

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5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-4 (14L2156-04)</b>			<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:40</b>			
<b>Conventional Chemistry Parameters by APHA/EPA Methods</b>								
Chemical Oxygen Demand	SM5220D	AA50568	01/05/15 14:37	01/07/15 11:00	1	55 mg/L	50	
Sulfide	SM4500SD	AL43114	12/31/14 10:30	12/31/14 12:15	"	ND "	0.10	
<b>Anions by EPA Method 300.0</b>								
Chloride	EPA 300.0	AL43024	12/30/14 19:38	12/30/14 19:38	2	27 mg/L	1.0	
Nitrate as NO3	"	"	12/30/14 12:58	12/30/14 12:58	1	3.9 "	1.0	
Sulfate as SO4	"	"	"	"	"	12 "	0.50	
<b>Volatile Organic Compounds by EPA Method 8260B</b>								
Acetone	EPA 8260B	AA50642	01/06/15 11:00	01/06/15 15:19	1	ND ug/L	5.0	
Acetonitrile	"	"	"	"	"	ND "	100	
Acrylonitrile	"	"	"	"	"	ND "	5.0	
Allyl chloride	"	"	"	"	"	ND "	10	
Benzene	"	"	"	"	"	ND "	0.30	
Bromobenzene	"	"	"	"	"	ND "	0.50	
Bromochloromethane	"	"	"	"	"	ND "	0.50	
Bromodichloromethane	"	"	"	"	"	ND "	0.50	
Bromoform	"	"	"	"	"	ND "	0.50	
Bromomethane	"	"	"	"	"	ND "	0.50	
n-Butylbenzene	"	"	"	"	"	ND "	0.50	
sec-Butylbenzene	"	"	"	"	"	ND "	0.50	
tert-Butylbenzene	"	"	"	"	"	ND "	0.50	
Carbon disulfide	"	"	"	"	"	ND "	5.0	
Carbon tetrachloride	"	"	"	"	"	ND "	0.50	
Chlorobenzene	"	"	"	"	"	ND "	0.50	
Chloroethane	"	"	"	"	"	ND "	0.50	
Chloroform	"	"	"	"	"	ND "	0.50	
Chloromethane	"	"	"	"	"	ND "	0.50	
Chloroprene	"	"	"	"	"	ND "	1.0	
2-Chlorotoluene	"	"	"	"	"	ND "	0.50	
4-Chlorotoluene	"	"	"	"	"	ND "	0.50	
Dibromochloromethane	"	"	"	"	"	ND "	0.50	
1,2-Dibromo-3-chloropropane	"	"	"	"	"	ND "	2.0	
1,2-Dibromoethane (EDB)	"	"	"	"	"	ND "	0.50	



# Alpha

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## CHEMICAL EXAMINATION REPORT

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5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
14L2156	12/29/2014 21:00	CV GREGLO	

### Alpha Analytical Laboratories, Inc.

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-4 (14L2156-04)</b>							
<b>Sample Type: Water</b>							
<b>Sampled: 12/29/14 12:40</b>							
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
Dibromomethane	EPA 8260B	"	"	01/06/15 15:19	ND "	0.50	
1,2-Dichlorobenzene	"	"	"	"	ND "	0.50	
1,3-Dichlorobenzene	"	"	"	"	ND "	0.50	
1,4-Dichlorobenzene	"	"	"	"	ND "	0.50	
trans-1,4-Dichloro-2-butene	"	"	"	"	ND "	5.0	
Dichlorodifluoromethane	"	"	"	"	ND "	0.50	
1,1-Dichloroethane	"	"	"	"	ND "	0.50	
1,2-Dichloroethane	"	"	"	"	ND "	0.50	
1,1-Dichloroethene	"	"	"	"	ND "	0.50	
cis-1,2-Dichloroethene	"	"	"	"	ND "	0.50	
trans-1,2-Dichloroethene	"	"	"	"	ND "	0.50	
1,2-Dichloropropane	"	"	"	"	ND "	0.50	
1,3-Dichloropropane	"	"	"	"	ND "	0.50	
2,2-Dichloropropane	"	"	"	"	ND "	0.50	
1,1-Dichloropropene	"	"	"	"	ND "	0.50	
cis-1,3-Dichloropropene	"	"	"	"	ND "	0.50	
trans-1,3-Dichloropropene	"	"	"	"	ND "	0.50	
Di-isopropyl ether	"	"	"	"	ND "	0.50	
Ethanol	"	"	"	"	ND "	50	
Ethyl tert-butyl ether	"	"	"	"	ND "	0.50	
Ethylbenzene	"	"	"	"	ND "	0.50	
Ethyl methacrylate	"	"	"	"	ND "	10	
Hexachlorobutadiene	"	"	"	"	ND "	0.50	
Hexachloroethane	"	"	"	"	ND "	1.0	
2-Hexanone	"	"	"	"	ND "	5.0	
Isobutanol	"	"	"	"	ND "	100	
Isopropylbenzene	"	"	"	"	ND "	0.50	
p-Isopropyltoluene	"	"	"	"	ND "	0.50	
Methacrylonitrile	"	"	"	"	ND "	1.0	
Methylene chloride	"	"	"	"	ND "	0.50	
Methyl ethyl ketone	"	"	"	"	ND "	1.0	
Methyl iodide	"	"	"	"	ND "	2.0	
Methyl isobutyl ketone	"	"	"	"	ND "	1.0	
Methyl methacrylate	"	"	"	"	ND "	1.0	
Methyl tert-butyl ether	"	"	"	"	ND "	0.50	



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Report Date: 01/15/15 08:24  
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Project ID: Monitoring Well Test Roseville Landfill

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14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-4 (14L2156-04)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:40</b>			
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
Naphthalene	EPA 8260B	"	"	01/06/15 15:19	ND "	0.50	
n-Propylbenzene	"	"	"	"	ND "	0.50	
Propionitrile	"	"	"	"	ND "	50	
Styrene	"	"	"	"	ND "	0.50	
Tert-amyl methyl ether	"	"	"	"	ND "	0.50	
Tert-butyl alcohol	"	"	"	"	ND "	10	
1,1,1,2-Tetrachloroethane	"	"	"	"	ND "	0.50	
1,1,2,2-Tetrachloroethane	"	"	"	"	ND "	0.50	
Tetrachloroethene	"	"	"	"	ND "	0.50	
Toluene	"	"	"	"	ND "	0.30	
1,2,3-Trichlorobenzene	"	"	"	"	ND "	0.50	
1,2,4-Trichlorobenzene	"	"	"	"	ND "	0.50	
1,1,1-Trichloroethane	"	"	"	"	ND "	0.50	
1,1,2-Trichloroethane	"	"	"	"	ND "	0.50	
Trichloroethene	"	"	"	"	ND "	0.50	
Trichlorofluoromethane	"	"	"	"	ND "	0.50	
Trichlorotrifluoroethane	"	"	"	"	ND "	0.50	
1,2,3-Trichloropropane	"	"	"	"	ND "	0.50	
1,2,4-Trimethylbenzene	"	"	"	"	ND "	0.50	
1,3,5-Trimethylbenzene	"	"	"	"	ND "	0.50	
Vinyl acetate	"	"	"	"	ND "	1.0	
Vinyl chloride	"	"	"	"	ND "	0.50	
m,p-Xylene	"	"	"	"	ND "	0.50	
o-Xylene	"	"	"	"	ND "	0.50	
Xylenes (total)	"	"	"	"	ND "	0.50	
Surrogate: Dibromofluoromethane	"	"	"	"	86.9 %	46-130	
Surrogate: Toluene-d8	"	"	"	"	93.6 %	59-132	
Surrogate: Bromofluorobenzene	"	"	"	"	93.6 %	81-135	



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<u>Order Number</u> 14L2156	<u>Receipt Date/Time</u> 12/29/2014 21:00	<u>Client Code</u> CV GREGLO	<u>Client PO/Reference</u>
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**Alpha Analytical Laboratories, Inc.**

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-4 (14L2156-04)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 12:40</b>			
<b>Acrolein by EPA Method 8260B</b>							
Acrolein	EPA 8260B	AA50563	12/30/14 15:00	12/31/14 09:15	1	ND ug/L	5.0
Surrogate: Dibromofluoromethane	"	"	"	"		92.5 %	46-130
Surrogate: Toluene-d8	"	"	"	"		81.5 %	59-132
Surrogate: Bromofluorobenzene	"	"	"	"		90.4 %	81-135
<b>GW-5 (14L2156-05)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 11:21</b>			
<b>Metals by EPA 200 Series Methods</b>							
Arsenic	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:21	1	ND mg/L	0.010
Cadmium	"	"	"	"	"	ND "	0.010
Chromium	"	"	"	"	"	ND "	0.010
Chromium, hexavalent	EPA 218.6	AA50746	01/07/15 13:43	01/07/15 18:29	"	1.0 ug/L	0.50
Copper	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:21	"	ND mg/L	0.020
Lead	"	"	"	"	"	ND "	0.050
Magnesium	"	"	"	"	"	34 "	1.0
Manganese	"	"	"	"	"	ND "	0.020
Mercury	EPA 245.1	AL43112	12/31/14 09:23	01/05/15 13:45	"	ND "	0.0010
Nickel	EPA 200.7	AA50565	01/05/15 14:04	01/13/15 14:21	"	ND "	0.010
Selenium	"	"	"	"	"	ND "	0.020
Silver	"	"	"	"	"	ND "	0.010
Zinc	"	"	"	"	"	ND "	0.020
<b>Metals (Dissolved) by EPA 200 Series Methods</b>							
Iron, dissolved	EPA 200.7	AA50911	01/12/15 10:03	01/13/15 14:00	1	ND mg/L	0.10



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14L2156	12/29/2014 21:00	CV GREGLO	

**Alpha Analytical Laboratories, Inc.**

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-5 (14L2156-05)</b>			<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 11:21</b>			
<b>Conventional Chemistry Parameters by APHA/EPA Methods</b>								
Chemical Oxygen Demand	SM5220D	AA50568	01/05/15 14:37	01/07/15 11:00	1	ND mg/L	50	
Sulfide	SM4500SD	AL43114	12/31/14 10:30	12/31/14 12:15	"	ND "	0.10	
<b>Anions by EPA Method 300.0</b>								
Chloride	EPA 300.0	AL43024	12/30/14 19:53	12/30/14 19:53	5	51 mg/L	2.5	
Nitrate as NO3	"	"	12/30/14 13:27	12/30/14 13:27	1	9.9 "	1.0	
Sulfate as SO4	"	"	12/30/14 19:53	12/30/14 19:53	5	89 "	2.5	
<b>Volatile Organic Compounds by EPA Method 8260B</b>								
Acetone	EPA 8260B	AA50642	01/06/15 11:00	01/06/15 15:52	1	ND ug/L	5.0	
Acetonitrile	"	"	"	"	"	ND "	100	
Acrylonitrile	"	"	"	"	"	ND "	5.0	
Allyl chloride	"	"	"	"	"	ND "	10	
Benzene	"	"	"	"	"	ND "	0.30	
Bromobenzene	"	"	"	"	"	ND "	0.50	
Bromochloromethane	"	"	"	"	"	ND "	0.50	
Bromodichloromethane	"	"	"	"	"	ND "	0.50	
Bromoform	"	"	"	"	"	ND "	0.50	
Bromomethane	"	"	"	"	"	ND "	0.50	
n-Butylbenzene	"	"	"	"	"	ND "	0.50	
sec-Butylbenzene	"	"	"	"	"	ND "	0.50	
tert-Butylbenzene	"	"	"	"	"	ND "	0.50	
Carbon disulfide	"	"	"	"	"	ND "	5.0	
Carbon tetrachloride	"	"	"	"	"	ND "	0.50	
Chlorobenzene	"	"	"	"	"	ND "	0.50	
Chloroethane	"	"	"	"	"	ND "	0.50	
Chloroform	"	"	"	"	"	ND "	0.50	
Chloromethane	"	"	"	"	"	ND "	0.50	
Chloroprene	"	"	"	"	"	ND "	1.0	
2-Chlorotoluene	"	"	"	"	"	ND "	0.50	
4-Chlorotoluene	"	"	"	"	"	ND "	0.50	
Dibromochloromethane	"	"	"	"	"	ND "	0.50	
1,2-Dibromo-3-chloropropane	"	"	"	"	"	ND "	2.0	
1,2-Dibromoethane (EDB)	"	"	"	"	"	ND "	0.50	



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CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Alpha Analytical Laboratories, Inc.

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-5 (14L2156-05)</b>							
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>							
Dibromomethane	EPA 8260B	"	"	01/06/15 15:52	"	ND "	0.50
1,2-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,3-Dichlorobenzene	"	"	"	"	"	ND "	0.50
1,4-Dichlorobenzene	"	"	"	"	"	ND "	0.50
trans-1,4-Dichloro-2-butene	"	"	"	"	"	ND "	5.0
Dichlorodifluoromethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethane	"	"	"	"	"	ND "	0.50
1,2-Dichloroethane	"	"	"	"	"	ND "	0.50
1,1-Dichloroethene	"	"	"	"	"	ND "	0.50
cis-1,2-Dichloroethene	"	"	"	"	"	ND "	0.50
trans-1,2-Dichloroethene	"	"	"	"	"	ND "	0.50
1,2-Dichloropropane	"	"	"	"	"	ND "	0.50
1,3-Dichloropropane	"	"	"	"	"	ND "	0.50
2,2-Dichloropropane	"	"	"	"	"	ND "	0.50
1,1-Dichloropropene	"	"	"	"	"	ND "	0.50
cis-1,3-Dichloropropene	"	"	"	"	"	ND "	0.50
trans-1,3-Dichloropropene	"	"	"	"	"	ND "	0.50
Di-isopropyl ether	"	"	"	"	"	ND "	0.50
Ethanol	"	"	"	"	"	ND "	50
Ethyl tert-butyl ether	"	"	"	"	"	ND "	0.50
Ethylbenzene	"	"	"	"	"	ND "	0.50
Ethyl methacrylate	"	"	"	"	"	ND "	10
Hexachlorobutadiene	"	"	"	"	"	ND "	0.50
Hexachloroethane	"	"	"	"	"	ND "	1.0
2-Hexanone	"	"	"	"	"	ND "	5.0
Isobutanol	"	"	"	"	"	ND "	100
Isopropylbenzene	"	"	"	"	"	ND "	0.50
p-Isopropyltoluene	"	"	"	"	"	ND "	0.50
Methacrylonitrile	"	"	"	"	"	ND "	1.0
Methylene chloride	"	"	"	"	"	ND "	0.50
Methyl ethyl ketone	"	"	"	"	"	ND "	1.0
Methyl iodide	"	"	"	"	"	ND "	2.0
Methyl isobutyl ketone	"	"	"	"	"	ND "	1.0
Methyl methacrylate	"	"	"	"	"	ND "	1.0
Methyl tert-butyl ether	"	"	"	"	"	ND "	0.50



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**CHEMICAL EXAMINATION REPORT**

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A Greener Globe  
 5009 Southside Ranch Rd  
 Rocklin, CA 95677  
 Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
 Project No: Well Testing Roseville  
 Project ID: Monitoring Well Test Roseville Landfill

Order Number                      Receipt Date/Time                      Client Code                      Client PO/Reference  
 14L2156                                  12/29/2014 21:00                      CV GREGLO

**Alpha Analytical Laboratories, Inc.**

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-5 (14L2156-05)</b>		<b>Sample Type: Water</b>			<b>Sampled: 12/29/14 11:21</b>			
<b>Volatile Organic Compounds by EPA Method 8260B (cont'd)</b>								
Naphthalene	EPA 8260B	"	"	01/06/15 15:52	"	ND "	0.50	
n-Propylbenzene	"	"	"	"	"	ND "	0.50	
Propionitrile	"	"	"	"	"	ND "	50	
Styrene	"	"	"	"	"	ND "	0.50	
Tert-amyl methyl ether	"	"	"	"	"	ND "	0.50	
Tert-butyl alcohol	"	"	"	"	"	ND "	10	
1,1,1,2-Tetrachloroethane	"	"	"	"	"	ND "	0.50	
1,1,2,2-Tetrachloroethane	"	"	"	"	"	ND "	0.50	
Tetrachloroethene	"	"	"	"	"	ND "	0.50	
Toluene	"	"	"	"	"	ND "	0.30	
1,2,3-Trichlorobenzene	"	"	"	"	"	ND "	0.50	
1,2,4-Trichlorobenzene	"	"	"	"	"	ND "	0.50	
1,1,1-Trichloroethane	"	"	"	"	"	ND "	0.50	
1,1,2-Trichloroethane	"	"	"	"	"	ND "	0.50	
Trichloroethene	"	"	"	"	"	ND "	0.50	
Trichlorofluoromethane	"	"	"	"	"	ND "	0.50	
Trichlorotrifluoroethane	"	"	"	"	"	ND "	0.50	
1,2,3-Trichloropropane	"	"	"	"	"	ND "	0.50	
1,2,4-Trimethylbenzene	"	"	"	"	"	ND "	0.50	
1,3,5-Trimethylbenzene	"	"	"	"	"	ND "	0.50	
Vinyl acetate	"	"	"	"	"	ND "	1.0	
Vinyl chloride	"	"	"	"	"	ND "	0.50	
m,p-Xylene	"	"	"	"	"	ND "	0.50	
o-Xylene	"	"	"	"	"	ND "	0.50	
Xylenes (total)	"	"	"	"	"	ND "	0.50	
Surrogate: Dibromofluoromethane	"	"	"	"	"	84.3 %	46-130	
Surrogate: Toluene-d8	"	"	"	"	"	94.8 %	59-132	
Surrogate: Bromofluorobenzene	"	"	"	"	"	94.5 %	81-135	

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## CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number  
14L2156

Receipt Date/Time  
12/29/2014 21:00

Client Code  
CV GREGLO

Client PO/Reference

### Alpha Analytical Laboratories, Inc.

METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
<b>GW-5 (14L2156-05)</b>		<b>Sample Type: Water</b>		<b>Sampled: 12/29/14 11:21</b>			
<b>Acrolein by EPA Method 8260B</b>							
Acrolein	EPA 8260B	AA50563	12/30/14 15:00	12/31/14 09:49	1	ND ug/L	5.0
Surrogate: Dibromofluoromethane	"	"	"	"		94.4 %	46-130
Surrogate: Toluene-d8	"	"	"	"		83.6 %	59-132
Surrogate: Bromofluorobenzene	"	"	"	"		90.0 %	81-135



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**CHEMICAL EXAMINATION REPORT**

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u> 14L2156	<u>Receipt Date/Time</u> 12/29/2014 21:00	<u>Client Code</u> CV GREGLO	<u>Client PO/Reference</u>
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**Metals by EPA 200 Series Methods - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50565 - Metals Digest</b>										
<b>Blank (AA50565-BLK1)</b>				Prepared: 01/05/15 Analyzed: 01/07/15						
Arsenic	ND	0.010	mg/L							
Cadmium	ND	0.010	"							
Chromium	ND	0.010	"							
Copper	ND	0.020	"							
Lead	ND	0.050	"							
Magnesium	ND	1.0	"							
Manganese	ND	0.020	"							
Nickel	ND	0.010	"							
Selenium	ND	0.020	"							
Silver	ND	0.010	"							
Zinc	ND	0.020	"							
<b>LCS (AA50565-BS1)</b>				Prepared: 01/05/15 Analyzed: 01/07/15						
Arsenic	0.194	0.010	mg/L	0.200		96.9	85-115			
Cadmium	0.182	0.010	"	0.200		90.9	85-115			
Chromium	0.188	0.010	"	0.200		94.0	85-115			
Copper	0.205	0.020	"	0.208		98.7	85-115			
Lead	0.189	0.050	"	0.200		94.6	85-115			
Magnesium	7.34	1.0	"	8.00		91.7	85-115			
Manganese	0.190	0.020	"	0.200		94.8	85-115			
Nickel	0.185	0.010	"	0.200		92.5	85-115			
Selenium	0.196	0.020	"	0.200		98.1	85-115			
Silver	0.191	0.010	"	0.200		95.5	85-115			
Zinc	0.186	0.020	"	0.200		92.8	85-115			
<b>Duplicate (AA50565-DUP1)</b>				<b>Source: 14L2156-01</b>			Prepared: 01/05/15 Analyzed: 01/07/15			
Arsenic	ND	0.010	mg/L		ND				20	
Cadmium	ND	0.010	"		ND				20	
Chromium	ND	0.010	"		ND				20	



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**CHEMICAL EXAMINATION REPORT**

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u> 14L2156	<u>Receipt Date/Time</u> 12/29/2014 21:00	<u>Client Code</u> CV GREGLO	<u>Client PO/Reference</u>
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**Metals by EPA 200 Series Methods - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50565 - Metals Digest</b>										
<b>Duplicate (AA50565-DUP1)</b>	<b>Source: 14L2156-01</b>			<b>Prepared: 01/05/15 Analyzed: 01/07/15</b>						
Copper	ND	0.020	"		ND				20	
Lead	ND	0.050	"		ND				20	
Magnesium	13.8	1.0	"		13.9			0.210	20	
Manganese	ND	0.020	"		ND				20	
Nickel	ND	0.010	"		ND				20	
Selenium	ND	0.020	"		ND				20	
Silver	ND	0.010	"		ND				20	
Zinc	ND	0.020	"		ND				20	
<b>Matrix Spike (AA50565-MS1)</b>	<b>Source: 14L2156-01</b>			<b>Prepared: 01/05/15 Analyzed: 01/07/15</b>						
Arsenic	0.194	0.010	mg/L	0.200	ND	96.8	70-130			
Cadmium	0.191	0.010	"	0.200	ND	95.4	70-130			
Chromium	0.198	0.010	"	0.200	ND	99.2	70-130			
Copper	0.216	0.020	"	0.208	ND	104	70-130			
Lead	0.195	0.050	"	0.200	ND	97.6	70-130			
Magnesium	21.8	1.0	"	8.00	13.9	98.7	70-130			
Manganese	0.200	0.020	"	0.200	ND	100	70-130			
Nickel	0.193	0.010	"	0.200	ND	95.7	70-130			
Selenium	0.208	0.020	"	0.200	ND	104	70-130			
Silver	0.198	0.010	"	0.200	ND	98.9	70-130			
Zinc	0.196	0.020	"	0.200	ND	98.2	70-130			
<b>Matrix Spike (AA50565-MS2)</b>	<b>Source: 14L2211-01</b>			<b>Prepared: 01/05/15 Analyzed: 01/07/15</b>						
Arsenic	0.193	0.010	mg/L	0.200	ND	96.3	70-130			
Cadmium	0.185	0.010	"	0.200	ND	92.6	70-130			
Chromium	0.191	0.010	"	0.200	ND	95.6	70-130			
Copper	0.209	0.020	"	0.208	ND	100	70-130			
Lead	0.191	0.050	"	0.200	ND	95.4	70-130			
Magnesium	15.6	1.0	"	8.00	7.84	97.4	70-130			
Manganese	0.194	0.020	"	0.200	ND	96.9	70-130			

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CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Metals by EPA 200 Series Methods - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50565 - Metals Digest</b>										
<b>Matrix Spike (AA50565-MS2)</b>		<b>Source: 14L2211-01</b>			Prepared: 01/05/15 Analyzed: 01/07/15					
Nickel	0.187	0.010	"	0.200	ND	93.5	70-130			
Selenium	0.203	0.020	"	0.200	ND	101	70-130			
Silver	0.190	0.010	"	0.200	ND	95.0	70-130			
Zinc	0.586	0.020	"	0.200	0.407	89.6	70-130			
<b>Matrix Spike Dup (AA50565-MSD1)</b>		<b>Source: 14L2156-01</b>			Prepared: 01/05/15 Analyzed: 01/07/15					
Arsenic	0.186	0.010	mg/L	0.200	ND	93.0	70-130	4.05	20	
Cadmium	0.187	0.010	"	0.200	ND	93.4	70-130	2.14	20	
Chromium	0.194	0.010	"	0.200	ND	96.9	70-130	2.35	20	
Copper	0.211	0.020	"	0.208	ND	101	70-130	2.66	20	
Lead	0.192	0.050	"	0.200	ND	96.0	70-130	1.61	20	
Magnesium	22.0	1.0	"	8.00	13.9	102	70-130	1.10	20	
Manganese	0.196	0.020	"	0.200	ND	97.8	70-130	2.23	20	
Nickel	0.188	0.010	"	0.200	ND	93.4	70-130	2.45	20	
Selenium	0.206	0.020	"	0.200	ND	103	70-130	0.875	20	
Silver	0.190	0.010	"	0.200	ND	95.1	70-130	3.84	20	
Zinc	0.193	0.020	"	0.200	ND	96.4	70-130	1.76	20	
<b>Batch AA50746 - General Preparation</b>										
<b>Blank (AA50746-BLK1)</b>					Prepared & Analyzed: 01/07/15					
Chromium, hexavalent	ND	0.50	ug/L							
<b>LCS (AA50746-BS1)</b>					Prepared & Analyzed: 01/07/15					
Chromium, hexavalent	9.66	0.50	ug/L	10.0		96.6	90-110			
<b>Duplicate (AA50746-DUP1)</b>		<b>Source: 14L2156-05</b>			Prepared & Analyzed: 01/07/15					
Chromium, hexavalent	0.957	0.50	ug/L		1.05			8.98	20	



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**CHEMICAL EXAMINATION REPORT**

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Metals by EPA 200 Series Methods - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50746 - General Preparation</b>										
<b>Matrix Spike (AA50746-MS1)</b> Source: 14L2156-05 Prepared & Analyzed: 01/07/15										
Chromium, hexavalent	11.1	0.50	ug/L	10.0	1.05	101	90-110			
<b>Matrix Spike Dup (AA50746-MSD1)</b> Source: 14L2156-05 Prepared & Analyzed: 01/07/15										
Chromium, hexavalent	11.1	0.50	ug/L	10.0	1.05	101	90-110	0.360	20	
<b>Batch AL43112 - EPA 245.1 Hg Water</b>										
<b>Blank (AL43112-BLK1)</b> Prepared: 12/31/14 Analyzed: 01/05/15										
Mercury	ND	0.0010	mg/L							
<b>LCS (AL43112-BS1)</b> Prepared: 12/31/14 Analyzed: 01/05/15										
Mercury	0.00256	0.0010	mg/L	0.00250		102	85-115			
<b>Duplicate (AL43112-DUP1)</b> Source: 14L2156-03 Prepared: 12/31/14 Analyzed: 01/05/15										
Mercury	ND	0.0010	mg/L		ND				20	
<b>Matrix Spike (AL43112-MS1)</b> Source: 14L2156-03 Prepared: 12/31/14 Analyzed: 01/05/15										
Mercury	0.00242	0.0010	mg/L	0.00250	ND	94.0	70-130			
<b>Matrix Spike Dup (AL43112-MSD1)</b> Source: 14L2156-03 Prepared: 12/31/14 Analyzed: 01/05/15										
Mercury	0.00242	0.0010	mg/L	0.00250	ND	94.0	70-130	0.00	20	



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## CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number  
14L2156

Receipt Date/Time  
12/29/2014 21:00

Client Code  
CV GREGLO

Client PO/Reference

### Metals (Dissolved) by EPA 200 Series Methods - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50911 - Metals Digest</b>										
<b>Blank (AA50911-BLK1)</b> Prepared: 01/09/15 Analyzed: 01/12/15										
Iron, dissolved	ND	0.10	mg/L							
<b>LCS (AA50911-BS1)</b> Prepared: 01/09/15 Analyzed: 01/12/15										
Iron, dissolved	2.02	0.10	mg/L	2.00		101	85-115			
<b>Duplicate (AA50911-DUP1)</b> Source: 14L2010-01 Prepared: 01/09/15 Analyzed: 01/12/15										
Iron, dissolved	ND	0.10	mg/L		ND				20	
<b>Matrix Spike (AA50911-MS1)</b> Source: 14L2010-01 Prepared: 01/09/15 Analyzed: 01/12/15										
Iron, dissolved	1.78	0.10	mg/L	2.00	ND	89.1	70-130			
<b>Matrix Spike (AA50911-MS2)</b> Source: 14L2313-01 Prepared: 01/09/15 Analyzed: 01/12/15										
Iron, dissolved	1.81	0.10	mg/L	2.00	ND	90.4	70-130			
<b>Matrix Spike Dup (AA50911-MSD1)</b> Source: 14L2010-01 Prepared: 01/09/15 Analyzed: 01/12/15										
Iron, dissolved	2.05	0.10	mg/L	2.00	ND	103	70-130	14.1	20	



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CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control

Table with columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes sections for Batch AA50568 - General Preparation and Batch AL43114 - General Preparation.



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5009 Southside Ranch Rd  
Rocklin, CA 95677  
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Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

**Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AL43114 - General Preparation</b>										
<b>Matrix Spike (AL43114-MS1)</b>		<b>Source: 14L2156-01</b>		<b>Prepared &amp; Analyzed: 12/31/14</b>						
Sulfide	0.423	0.10	mg/L	0.443	ND	95.5	80-120			
<b>Matrix Spike Dup (AL43114-MSD1)</b>		<b>Source: 14L2156-01</b>		<b>Prepared &amp; Analyzed: 12/31/14</b>						
Sulfide	0.410	0.10	mg/L	0.443	ND	92.6	80-120	3.12	15	



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Order Number                      Receipt Date/Time                      Client Code                      Client PO/Reference  
 14L2156                                  12/29/2014 21:00                      CV GREGLO

**Anions by EPA Method 300.0 - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AL43024 - General Preparation</b>										
<b>Blank (AL43024-BLK1)</b>				Prepared & Analyzed: 12/30/14						
Nitrate as NO3	ND	1.0	mg/L							
Chloride	ND	0.50	"							
Sulfate as SO4	0.536	0.50	"							
<b>LCS (AL43024-BS1)</b>				Prepared & Analyzed: 12/30/14						
Chloride	11.2	0.50	mg/L	11.1		101	90-110			
Sulfate as SO4	21.8	0.50	"	22.2		98.2	90-110			
Nitrate as NO3	25	1.0	"	24.7		100	90-110			
<b>Duplicate (AL43024-DUP1)</b>				Source: 14L2153-01      Prepared & Analyzed: 12/30/14						
Chloride	3.25	0.50	mg/L		3.24			0.370	20	
Sulfate as SO4	8.40	0.50	"		8.42			0.214	20	
Nitrate as NO3	ND	1.0	"		ND				20	
<b>Matrix Spike (AL43024-MS1)</b>				Source: 14L2153-01      Prepared & Analyzed: 12/30/14						
Chloride	14.4	0.50	mg/L	11.1	3.24	101	80-120			
Sulfate as SO4	30.5	0.50	"	22.2	8.42	99.3	80-120			
Nitrate as NO3	24	1.0	"	24.7	ND	99.0	80-120			
<b>Matrix Spike (AL43024-MS2)</b>				Source: 14L2240-01      Prepared & Analyzed: 12/30/14						
Chloride	13.6	0.50	mg/L	11.1	2.21	103	80-120			
Nitrate as NO3	24	1.0	"	24.7	ND	99.2	80-120			
Sulfate as SO4	22.3	0.50	"	22.2	ND	101	80-120			
<b>Matrix Spike Dup (AL43024-MSD1)</b>				Source: 14L2153-01      Prepared & Analyzed: 12/30/14						
Chloride	14.5	0.50	mg/L	11.1	3.24	101	80-120	0.254	20	
Nitrate as NO3	24	1.0	"	24.7	ND	99.0	80-120	0.00459	20	
Sulfate as SO4	30.5	0.50	"	22.2	8.42	99.6	80-120	0.233	20	



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Order Number                      Receipt Date/Time                      Client Code                      Client PO/Reference  
14L2156                                  12/29/2014 21:00                      CV GREGLO

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>Blank (AA50642-BLK1)</b>				Prepared & Analyzed: 01/06/15						
Acetone	ND	5.0	ug/L							
Acetonitrile	ND	100	"							
Acrylonitrile	ND	5.0	"							
Allyl chloride	ND	10	"							
Benzene	ND	0.30	"							
Bromobenzene	ND	0.50	"							
Bromochloromethane	ND	0.50	"							
Bromodichloromethane	ND	0.50	"							
Bromoform	ND	0.50	"							
Bromomethane	ND	0.50	"							
n-Butylbenzene	ND	0.50	"							
sec-Butylbenzene	ND	0.50	"							
tert-Butylbenzene	ND	0.50	"							
Carbon disulfide	ND	5.0	"							
Carbon tetrachloride	ND	0.50	"							
Chlorobenzene	ND	0.50	"							
Chloroethane	ND	0.50	"							
Chloroform	ND	0.50	"							
Chloromethane	ND	0.50	"							
Chloroprene	ND	1.0	"							
2-Chlorotoluene	ND	0.50	"							
4-Chlorotoluene	ND	0.50	"							
Dibromochloromethane	ND	0.50	"							
1,2-Dibromo-3-chloropropane	ND	2.0	"							
1,2-Dibromoethane (EDB)	ND	0.50	"							
Dibromomethane	ND	0.50	"							
1,2-Dichlorobenzene	ND	0.50	"							
1,3-Dichlorobenzene	ND	0.50	"							
1,4-Dichlorobenzene	ND	0.50	"							



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Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>Blank (AA50642-BLK1)</b>										
Prepared & Analyzed: 01/06/15										
trans-1,4-Dichloro-2-butene	ND	5.0	"							
Dichlorodifluoromethane	ND	0.50	"							
1,1-Dichloroethane	ND	0.50	"							
1,2-Dichloroethane	ND	0.50	"							
1,1-Dichloroethene	ND	0.50	"							
cis-1,2-Dichloroethene	ND	0.50	"							
trans-1,2-Dichloroethene	ND	0.50	"							
1,2-Dichloropropane	ND	0.50	"							
1,3-Dichloropropane	ND	0.50	"							
2,2-Dichloropropane	ND	0.50	"							
1,1-Dichloropropene	ND	0.50	"							
cis-1,3-Dichloropropene	ND	0.50	"							
trans-1,3-Dichloropropene	ND	0.50	"							
Ethylbenzene	ND	0.50	"							
Ethyl tert-butyl ether	ND	0.50	"							
Ethanol	ND	50	"							
Di-isopropyl ether	ND	0.50	"							
Hexachlorobutadiene	ND	0.50	"							
Ethyl methacrylate	ND	10	"							
Hexachloroethane	ND	1.0	"							
2-Hexanone	ND	5.0	"							
Isobutanol	ND	100	"							
Isopropylbenzene	ND	0.50	"							
p-Isopropyltoluene	ND	0.50	"							
Methacrylonitrile	ND	1.0	"							
Methylene chloride	ND	0.50	"							
Methyl ethyl ketone	ND	1.0	"							
Methyl iodide	ND	2.0	"							
Methyl isobutyl ketone	ND	1.0	"							



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Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Table with columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes a list of analytes such as Methyl methacrylate, Toluene, and Xylenes, along with surrogate data for Dibromofluoromethane and Toluene-d8.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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14L2156	12/29/2014 21:00	CV GREGLO	

**Volatile Organic Compounds by EPA Method 8260B - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>Blank (AA50642-BLK1)</b>										
Prepared & Analyzed: 01/06/15										
<i>Surrogate: Bromofluorobenzene</i>	23.1		"	25.0		92.3	81-135			
<b>LCS (AA50642-BS1)</b>										
Prepared & Analyzed: 01/06/15										
Acetone	70.8	5.0	ug/L	80.0		88.5	48-124			
Acetonitrile	1920	100	"	2000		96.1	70-130			
Acrylonitrile	20.5	5.0	"	20.0		103	70-130			
Allyl chloride	21.2	10	"	20.0		106	70-130			
Benzene	19.8	0.30	"	20.0		98.8	82-122			
Bromobenzene	21.0	0.50	"	20.0		105	83-122			
Bromochloromethane	20.1	0.50	"	20.0		101	83-124			
Bromodichloromethane	18.9	0.50	"	20.0		94.4	86-135			
Bromoform	18.4	0.50	"	20.0		92.2	76-144			
Bromomethane	19.8	0.50	"	20.0		99.0	69-145			
n-Butylbenzene	19.6	0.50	"	20.0		98.0	79-132			
sec-Butylbenzene	20.5	0.50	"	20.0		102	86-132			
tert-Butylbenzene	21.0	0.50	"	20.0		105	82-126			
Carbon disulfide	18.8	5.0	"	20.0		93.8	70-130			
Carbon tetrachloride	18.5	0.50	"	20.0		92.5	77-134			
Chlorobenzene	20.3	0.50	"	20.0		101	84-119			
Chloroethane	19.6	0.50	"	20.0		97.9	68-133			
Chloroform	19.8	0.50	"	20.0		99.2	81-122			
Chloromethane	19.2	0.50	"	20.0		96.1	63-129			
Chloroprene	20.7	1.0	"	20.0		104	70-130			
2-Chlorotoluene	20.4	0.50	"	20.0		102	79-132			
4-Chlorotoluene	20.8	0.50	"	20.0		104	80-122			
Dibromochloromethane	19.6	0.50	"	20.0		97.8	83-135			
1,2-Dibromo-3-chloropropane	18.2	2.0	"	20.0		91.2	73-128			
1,2-Dibromoethane (EDB)	22.7	0.50	"	20.0		113	80-120			
Dibromomethane	21.1	0.50	"	20.0		106	82-124			



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Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>LCS (AA50642-BS1)</b>										
Prepared & Analyzed: 01/06/15										
1,2-Dichlorobenzene	20.3	0.50	"	20.0		102	84-121			
1,3-Dichlorobenzene	19.7	0.50	"	20.0		98.3	80-120			
1,4-Dichlorobenzene	20.0	0.50	"	20.0		99.9	84-120			
trans-1,4-Dichloro-2-butene	21.6	5.0	"	20.0		108	90-145			
Dichlorodifluoromethane	19.8	0.50	"	20.0		98.9	90-160			
1,1-Dichloroethane	20.0	0.50	"	20.0		100	81-126			
1,2-Dichloroethane	19.4	0.50	"	20.0		96.9	77-117			
1,1-Dichloroethene	19.5	0.50	"	20.0		97.4	71-151			
cis-1,2-Dichloroethene	19.7	0.50	"	20.0		98.7	84-131			
trans-1,2-Dichloroethene	19.7	0.50	"	20.0		98.6	79-128			
1,2-Dichloropropane	20.6	0.50	"	20.0		103	82-125			
1,3-Dichloropropane	21.4	0.50	"	20.0		107	83-120			
2,2-Dichloropropane	19.1	0.50	"	20.0		95.4	70-129			
1,1-Dichloropropene	20.5	0.50	"	20.0		102	85-130			
cis-1,3-Dichloropropene	19.0	0.50	"	20.0		95.2	83-128			
trans-1,3-Dichloropropene	20.0	0.50	"	20.0		100	67-129			
Di-isopropyl ether	20.9	0.50	"	20.0		105	83-132			
Ethanol	945	50	"	980		96.4	50-150			
Ethylbenzene	21.5	0.50	"	20.0		108	84-124			
Ethyl tert-butyl ether	21.3	0.50	"	20.0		107	74-127			
Hexachloroethane	17.0	1.0	"	20.0		84.8	70-130			
Hexachlorobutadiene	20.2	0.50	"	20.0		101	75-135			
Ethyl methacrylate	22.1	10	"	20.0		110	70-130			
2-Hexanone	23.1	5.0	"	20.0		116	70-130			
Isobutanol	2200	100	"	2000		110	70-130			
Isopropylbenzene	20.9	0.50	"	20.0		105	75-116			
p-Isopropyltoluene	21.1	0.50	"	20.0		106	78-124			
Methacrylonitrile	21.0	1.0	"	20.0		105	70-130			
Methylene chloride	19.4	0.50	"	20.0		97.0	72-132			



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Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>LCS (AA50642-BS1)</b>										
Prepared & Analyzed: 01/06/15										
Methyl ethyl ketone	40.9	1.0	"	40.0		102	58-157			
Methyl iodide	19.5	2.0	"	20.0		97.6	70-130			
Methyl isobutyl ketone	43.1	1.0	"	40.0		108	70-130			
Methyl methacrylate	21.2	1.0	"	20.0		106	70-130			
Methyl tert-butyl ether	19.5	0.50	"	20.0		97.4	84-119			
Naphthalene	19.9	0.50	"	20.0		99.6	84-134			
n-Propylbenzene	21.3	0.50	"	20.0		107	75-127			
Propionitrile	1060	50	"	1000		106	70-130			
Tert-butyl alcohol	395	10	"	400		98.6	66-147			
Tert-amyl methyl ether	18.3	0.50	"	20.0		91.5	74-120			
Styrene	21.2	0.50	"	20.0		106	80-125			
1,1,1,2-Tetrachloroethane	19.6	0.50	"	20.0		98.0	80-132			
1,1,2,2-Tetrachloroethane	22.0	0.50	"	20.0		110	84-115			
Tetrachloroethene	20.3	0.50	"	20.0		101	56-156			
Toluene	20.5	0.30	"	20.0		103	76-137			
1,2,3-Trichlorobenzene	21.0	0.50	"	20.0		105	85-133			
1,2,4-Trichlorobenzene	21.1	0.50	"	20.0		106	84-126			
1,1,1-Trichloroethane	18.4	0.50	"	20.0		92.0	70-130			
1,1,2-Trichloroethane	21.4	0.50	"	20.0		107	83-122			
Trichloroethene	20.3	0.50	"	20.0		101	84-123			
Trichlorofluoromethane	20.9	0.50	"	20.0		105	74-130			
Trichlorotrifluoroethane	19.7	0.50	"	20.0		98.7	82-125			
1,2,3-Trichloropropane	21.3	0.50	"	20.0		106	78-122			
1,2,4-Trimethylbenzene	21.3	0.50	"	20.0		107	85-127			
1,3,5-Trimethylbenzene	20.8	0.50	"	20.0		104	80-125			
Vinyl acetate	46.7	1.0	"	40.0		117	60-140			
Vinyl chloride	19.9	0.50	"	20.0		99.6	70-130			
m,p-Xylene	41.4	0.50	"	40.0		104	81-124			
o-Xylene	20.5	0.50	"	20.0		103	80-126			



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CHEMICAL EXAMINATION REPORT

Page 36 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Table with columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes sections for Batch AA50642 - VOAs in Water GCMS, LCS (AA50642-BS1), and LCS Dup (AA50642-BSD1).

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CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Table with 12 columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes sub-header 'Batch AA50642 - VOAs in Water GCMS' and a list of various chemical compounds with their corresponding analytical data.

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Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
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Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Table with 11 columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes sub-header 'Batch AA50642 - VOAs in Water GCMS' and a list of analytes such as p-Isopropyltoluene, Methacrylonitrile, Methylene chloride, etc.

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Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Table with columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes sections for Batch AA50642 - VOAs in Water GCMS, LCS Dup (AA50642-BSD1), and Matrix Spike (AA50642-MS1).

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CHEMICAL EXAMINATION REPORT

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Volatile Organic Compounds by EPA Method 8260B - Quality Control

Table with 12 columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes a section for 'Batch AA50642 - VOAs in Water GCMS' with a list of analytes and their corresponding values.



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Report Date: 01/15/15 08:24  
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Order Number                      Receipt Date/Time                      Client Code                      Client PO/Reference  
14L2156                                  12/29/2014 21:00                      CV GREGLO

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>Matrix Spike (AA50642-MS1)</b>	<b>Source: 14L2156-01</b>			<b>Prepared &amp; Analyzed: 01/06/15</b>						
2-Hexanone	23.5	5.0	"	20.0	ND	118	70-130			
Isobutanol	1890	100	"	2000	ND	94.6	70-130			
Isopropylbenzene	22.9	0.50	"	20.0	ND	115	56-134			
p-Isopropyltoluene	23.1	0.50	"	20.0	ND	116	54-148			
Methacrylonitrile	20.1	1.0	"	20.0	ND	100	70-130			
Methylene chloride	20.8	0.50	"	20.0	ND	104	43-143			
Methyl ethyl ketone	40.7	1.0	"	40.0	ND	102	62-126			
Methyl iodide	22.0	2.0	"	20.0	ND	110	70-130			
Methyl isobutyl ketone	41.7	1.0	"	40.0	ND	104	66-127			
Methyl methacrylate	20.3	1.0	"	20.0	ND	102	70-130			
Methyl tert-butyl ether	18.4	0.50	"	20.0	ND	92.2	55-144			
Naphthalene	19.5	0.50	"	20.0	ND	97.6	52-157			
n-Propylbenzene	23.0	0.50	"	20.0	ND	115	55-145			
Propionitrile	933	50	"	1000	ND	93.3	70-130			
Tert-amyl methyl ether	18.4	0.50	"	20.0	ND	92.0	41-136			
Styrene	21.6	0.50	"	20.0	ND	108	51-157			
Tert-butyl alcohol	328	10	"	400	ND	82.0	38-175			
1,1,1,2-Tetrachloroethane	20.0	0.50	"	20.0	ND	100	58-146			
1,1,2,2-Tetrachloroethane	22.3	0.50	"	20.0	ND	112	73-127			
Tetrachloroethene	22.5	0.50	"	20.0	ND	113	49-148			
Toluene	21.6	0.30	"	20.0	ND	108	59-147			
1,2,3-Trichlorobenzene	20.6	0.50	"	20.0	ND	103	50-161			
1,2,4-Trichlorobenzene	20.9	0.50	"	20.0	ND	104	50-150			
1,1,1-Trichloroethane	21.3	0.50	"	20.0	ND	107	38-164			
1,1,2-Trichloroethane	21.1	0.50	"	20.0	ND	106	46-136			
Trichloroethene	22.1	0.50	"	20.0	ND	111	58-140			
Trichlorofluoromethane	24.5	0.50	"	20.0	ND	122	56-144			
Trichlorotrifluoroethane	23.3	0.50	"	20.0	ND	117	59-139			
1,2,3-Trichloropropane	21.3	0.50	"	20.0	ND	107	61-139			



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**CHEMICAL EXAMINATION REPORT**

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u> 14L2156	<u>Receipt Date/Time</u> 12/29/2014 21:00	<u>Client Code</u> CV GREGLO	<u>Client PO/Reference</u>
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**Volatile Organic Compounds by EPA Method 8260B - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>Matrix Spike (AA50642-MS1)</b>		<b>Source: 14L2156-01</b>			<b>Prepared &amp; Analyzed: 01/06/15</b>					
1,2,4-Trimethylbenzene	22.8	0.50	"	20.0	ND	114	58-152			
1,3,5-Trimethylbenzene	22.4	0.50	"	20.0	ND	112	58-148			
Vinyl acetate	46.3	1.0	"	40.0	ND	116	70-130			
Vinyl chloride	23.7	0.50	"	20.0	ND	118	53-160			
m,p-Xylene	44.0	0.50	"	40.0	ND	110	53-147			
o-Xylene	21.8	0.50	"	20.0	ND	109	55-148			
Xylenes (total)	65.8	0.50	"	60.0	ND	110	49-153			
<i>Surrogate: Dibromofluoromethane</i>	22.1		"	25.0		88.2	46-130			
<i>Surrogate: Toluene-d8</i>	22.7		"	25.0		91.0	59-132			
<i>Surrogate: Bromofluorobenzene</i>	22.8		"	25.0		91.2	81-135			
<b>Matrix Spike Dup (AA50642-MSD1)</b>		<b>Source: 14L2156-01</b>			<b>Prepared &amp; Analyzed: 01/06/15</b>					
Acetone	47.5	5.0	ug/L	80.0	ND	59.4	32-164	2.55	25	
Acetonitrile	1680	100	"	2000	ND	84.0	70-130	2.18	25	
Acrylonitrile	18.6	5.0	"	20.0	ND	93.0	70-130	0.269	25	
Allyl chloride	24.4	10	"	20.0	ND	122	70-130	5.68	25	
Benzene	21.9	0.30	"	20.0	ND	109	58-139	1.57	25	
Bromobenzene	22.0	0.50	"	20.0	ND	110	63-143	1.89	25	
Bromochloromethane	21.8	0.50	"	20.0	ND	109	60-141	2.18	25	
Bromodichloromethane	20.1	0.50	"	20.0	ND	101	62-140	3.38	25	
Bromoform	17.6	0.50	"	20.0	ND	88.0	47-165	2.30	25	
Bromomethane	21.9	0.50	"	20.0	ND	109	30-163	3.46	25	
n-Butylbenzene	21.6	0.50	"	20.0	ND	108	57-147	2.48	25	
sec-Butylbenzene	23.2	0.50	"	20.0	ND	116	64-155	2.14	25	
tert-Butylbenzene	23.5	0.50	"	20.0	ND	117	57-150	1.67	25	
Carbon disulfide	22.1	5.0	"	20.0	ND	111	70-130	2.84	25	
Carbon tetrachloride	23.5	0.50	"	20.0	2.56	105	65-153	1.33	25	
Chlorobenzene	21.5	0.50	"	20.0	ND	107	58-137	2.31	25	
Chloroethane	22.8	0.50	"	20.0	ND	114	59-141	4.03	25	



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**CHEMICAL EXAMINATION REPORT**

A Greener Globe  
 5009 Southside Ranch Rd  
 Rocklin, CA 95677  
 Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
 Project No: Well Testing Roseville  
 Project ID: Monitoring Well Test Roseville Landfill

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
14L2156	12/29/2014 21:00	CV GREGLO	

**Volatile Organic Compounds by EPA Method 8260B - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>Matrix Spike Dup (AA50642-MSD1)</b>		<b>Source: 14L2156-01</b>			<b>Prepared &amp; Analyzed: 01/06/15</b>					
Chloroform	22.6	0.50	"	20.0	ND	113	36-151	2.10	25	
Chloromethane	22.8	0.50	"	20.0	ND	114	69-149	1.10	25	
Chloroprene	24.5	1.0	"	20.0	ND	122	70-130	1.27	25	
2-Chlorotoluene	22.1	0.50	"	20.0	ND	111	54-150	1.46	25	
4-Chlorotoluene	22.2	0.50	"	20.0	ND	111	59-140	2.00	25	
Dibromochloromethane	19.6	0.50	"	20.0	ND	98.2	54-157	4.42	25	
1,2-Dibromo-3-chloropropane	16.6	2.0	"	20.0	ND	82.8	54-137	4.32	25	
1,2-Dibromoethane (EDB)	22.3	0.50	"	20.0	ND	111	40-147	1.81	25	
Dibromomethane	22.1	0.50	"	20.0	ND	110	59-139	2.11	25	
1,2-Dichlorobenzene	21.3	0.50	"	20.0	ND	107	39-145	2.57	25	
1,3-Dichlorobenzene	21.3	0.50	"	20.0	ND	106	54-137	2.09	25	
1,4-Dichlorobenzene	21.2	0.50	"	20.0	ND	106	41-142	2.92	25	
trans-1,4-Dichloro-2-butene	14.8	5.0	"	20.0	ND	74.2	90-145	0.739	25	QM-05
Dichlorodifluoromethane	23.0	0.50	"	20.0	ND	115	39-162	2.32	25	
1,1-Dichloroethane	22.4	0.50	"	20.0	ND	112	39-146	0.582	25	
1,2-Dichloroethane	20.3	0.50	"	20.0	ND	101	58-133	1.19	25	
1,1-Dichloroethene	22.8	0.50	"	20.0	ND	114	70-154	1.81	25	
cis-1,2-Dichloroethene	22.1	0.50	"	20.0	ND	110	66-141	1.83	25	
trans-1,2-Dichloroethene	22.6	0.50	"	20.0	ND	113	59-151	1.11	25	
1,2-Dichloropropane	22.2	0.50	"	20.0	ND	111	41-142	2.14	25	
1,3-Dichloropropane	21.4	0.50	"	20.0	ND	107	62-139	0.796	25	
2,2-Dichloropropane	22.0	0.50	"	20.0	ND	110	40-167	3.29	25	
1,1-Dichloropropene	23.5	0.50	"	20.0	ND	118	58-148	1.80	25	
cis-1,3-Dichloropropene	19.3	0.50	"	20.0	ND	96.4	50-140	3.86	25	
trans-1,3-Dichloropropene	19.8	0.50	"	20.0	ND	98.8	40-144	5.51	25	
Ethyl tert-butyl ether	22.6	0.50	"	20.0	ND	113	44-143	3.28	25	
Ethanol	834	.50	"	980	ND	85.1	50-150	10.5	25	
Ethylbenzene	23.1	0.50	"	20.0	ND	115	59-147	0.914	25	
Di-isopropyl ether	23.0	0.50	"	20.0	ND	115	49-143	0.875	25	

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CHEMICAL EXAMINATION REPORT

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A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number 14L2156      Receipt Date/Time 12/29/2014 21:00      Client Code CV GREGLO      Client PO/Reference

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Table with 12 columns: Analyte(s), Result, PQL, Units, Spike Level, Source Result, %REC, %REC Limits, RPD, RPD Limit, Flag. Includes a sub-header 'Batch AA50642 - VOAs in Water GCMS' and a list of analytes such as Hexachloroethane, Ethyl methacrylate, etc., with their respective results and limits.

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5009 Southside Ranch Rd  
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Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
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<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
14L2156	12/29/2014 21:00	CV GREGLO	

Volatile Organic Compounds by EPA Method 8260B - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50642 - VOAs in Water GCMS</b>										
<b>Matrix Spike Dup (AA50642-MSD1)</b>		<b>Source: 14L2156-01</b>			<b>Prepared &amp; Analyzed: 01/06/15</b>					
Trichlorofluoromethane	24.9	0.50	"	20.0	ND	124	56-144	1.50	25	
Trichlorotrifluoroethane	23.9	0.50	"	20.0	ND	119	59-139	2.29	25	
1,2,3-Trichloropropane	20.6	0.50	"	20.0	ND	103	61-139	3.38	25	
1,2,4-Trimethylbenzene	23.4	0.50	"	20.0	ND	117	58-152	2.38	25	
1,3,5-Trimethylbenzene	22.9	0.50	"	20.0	ND	114	58-148	2.30	25	
Vinyl acetate	46.0	1.0	"	40.0	ND	115	70-130	0.542	25	
Vinyl chloride	24.2	0.50	"	20.0	ND	121	53-160	2.13	25	
m,p-Xylene	44.9	0.50	"	40.0	ND	112	53-147	2.21	25	
o-Xylene	22.3	0.50	"	20.0	ND	111	55-148	1.95	25	
Xylenes (total)	67.2	0.50	"	60.0	ND	112	49-153	2.12	25	
Surrogate: Dibromofluoromethane	22.0		"	25.0		88.2	46-130			
Surrogate: Toluene-d8	22.8		"	25.0		91.2	59-132			
Surrogate: Bromofluorobenzene	22.6		"	25.0		90.6	81-135			



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 Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

**CHEMICAL EXAMINATION REPORT**

Page 46 of 47

A Greener Globe  
 5009 Southside Ranch Rd  
 Rocklin, CA 95677  
 Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
 Project No: Well Testing Roseville  
 Project ID: Monitoring Well Test Roseville Landfill

<u>Order Number</u> 14L2156	<u>Receipt Date/Time</u> 12/29/2014 21:00	<u>Client Code</u> CV GREGLO	<u>Client PO/Reference</u>
--------------------------------	--	---------------------------------	----------------------------

**Acrolein by EPA Method 8260B - Quality Control**

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
<b>Batch AA50563 - VOAs in Water GCMS</b>										
<b>Blank (AA50563-BLK1)</b>				Prepared: 12/30/14 Analyzed: 12/31/14						
Acrolein	ND	5.0	ug/L							
Surrogate: Dibromofluoromethane	21.4		"	25.0		85.6	46-130			
Surrogate: Toluene-d8	21.4		"	25.0		85.8	59-132			
Surrogate: Bromofluorobenzene	23.4		"	25.0		93.7	81-135			
<b>LCS (AA50563-BS1)</b>				Prepared: 12/30/14 Analyzed: 12/31/14						
Acrolein	49.2	5.0	ug/L	50.0		98.4	25-181			
Surrogate: Dibromofluoromethane	22.4		"	25.0		89.4	46-130			
Surrogate: Toluene-d8	21.7		"	25.0		86.8	59-132			
Surrogate: Bromofluorobenzene	23.1		"	25.0		92.4	81-135			
<b>LCS Dup (AA50563-BSD1)</b>				Prepared: 12/30/14 Analyzed: 12/31/14						
Acrolein	48.0	5.0	ug/L	50.0		96.0	25-181	2.47	25	
Surrogate: Dibromofluoromethane	22.2		"	25.0		88.8	46-130			
Surrogate: Toluene-d8	21.7		"	25.0		86.9	59-132			
Surrogate: Bromofluorobenzene	23.3		"	25.0		93.0	81-135			



Alpha Analytical Laboratories Inc.

e-mail: [clientservices@alpha-labs.com](mailto:clientservices@alpha-labs.com)

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### CHEMICAL EXAMINATION REPORT

Page 47 of 47

A Greener Globe  
5009 Southside Ranch Rd  
Rocklin, CA 95677  
Attn: Dan Sheehan

Report Date: 01/15/15 08:24  
Project No: Well Testing Roseville  
Project ID: Monitoring Well Test Roseville Landfill

Order Number  
14L2156

Receipt Date/Time  
12/29/2014 21:00

Client Code  
CV GREGLO

Client PO/Reference

#### Notes and Definitions

- QM-05 The spike recovery was outside acceptance limits for the MS and/or MSD due to matrix interference. The LCS and/or LCSD were within acceptance limits showing that the laboratory is in control and the data is acceptable.
- DET Analyte DETECTED
- ND Analyte NOT DETECTED at or above the reporting limit
- NR Not Reported
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference
- PQL Practical Quantitation Limit

Invoice to (if different)		Project Information										Signature below authorizes work under terms stated on reverse side.																																																																																																																
Client:		Project ID: Monitoring Well Test Roseville Landfill										<table border="1"> <tr> <th colspan="10">Analysis Request</th> <th colspan="2">TAT</th> <th colspan="2">Temp upon Receipt °C</th> </tr> <tr> <td colspan="10" rowspan="3"> <table border="1"> <tr> <th colspan="2">Container</th> <th colspan="4">Preservative</th> <th colspan="4">Matrix</th> </tr> <tr> <th>40ml Vial</th> <th>Poly</th> <th>Glass</th> <th>Sleeve</th> <th>Other</th> <th>HCl</th> <th>HNO3</th> <th>H2SO4</th> <th>Other</th> <th>None</th> <th>Water</th> <th>Soil</th> <th>Other</th> </tr> </table> </td> <td colspan="2">Standard 10 days</td> <td colspan="2">Ukiah temp:</td> </tr> <tr> <td colspan="2">RUSH: 5 days</td> <td colspan="2">Dublin temp:</td> </tr> <tr> <td colspan="2">address:</td> <td colspan="10">Project No:</td> <td colspan="2">48 hours</td> <td colspan="2">Elk Grove temp:</td> </tr> <tr> <td colspan="2">SS:</td> <td colspan="10">PO Number:</td> <td colspan="2">Other: days</td> <td colspan="2">Lab preapproval required</td> </tr> <tr> <td colspan="2">/Fax:</td> <td colspan="10"></td> <td colspan="2">Metals Digestion</td> <td colspan="2"></td> </tr> </table>										Analysis Request										TAT		Temp upon Receipt °C		<table border="1"> <tr> <th colspan="2">Container</th> <th colspan="4">Preservative</th> <th colspan="4">Matrix</th> </tr> <tr> <th>40ml Vial</th> <th>Poly</th> <th>Glass</th> <th>Sleeve</th> <th>Other</th> <th>HCl</th> <th>HNO3</th> <th>H2SO4</th> <th>Other</th> <th>None</th> <th>Water</th> <th>Soil</th> <th>Other</th> </tr> </table>										Container		Preservative				Matrix				40ml Vial	Poly	Glass	Sleeve	Other	HCl	HNO3	H2SO4	Other	None	Water	Soil	Other	Standard 10 days		Ukiah temp:		RUSH: 5 days		Dublin temp:		address:		Project No:										48 hours		Elk Grove temp:		SS:		PO Number:										Other: days		Lab preapproval required		/Fax:												Metals Digestion			
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Site	Time	40ml Vial	Poly	Glass	Sleeve	Other	HCl	HNO3	H2SO4	Other	None	Water	Soil	Other	Total Number of Containers per Sample ID	8260 Appendix II Group List	Ag, As, Cd, Cr, Cu, Mg, Mn, Ni, Pb, Se, Zn-200.7	Diss Fe-200.7	Chloride, NO3, SO4	COD	Cr6 218.6 WW	Sulfide	Hg 245.1	Geotracker Lab Upload (15% Invoice Amount)	H&D	Metals Digestion	Sample Notes or CDPH Source Numbers:																																																																																																	
7-14	940	8	6				4	1	1	2	1	x			14	x	x	x	x	x	x	x	x	x	x	x																																																																																																		
	1034	8	6				4	1	1	2	1	x			14	x	x	x	x	x	x	x	x	x	x	x																																																																																																		
	1216	8	6				4	1	1	2	1	x			14	x	x	x	x	x	x	x	x	x	x	x																																																																																																		
	1240	8	6				4	1	1	2	1	x			14	x	x	x	x	x	x	x	x	x	x	x																																																																																																		
	1121	8	6				4	1	1	2	1	x			14	x	x	x	x	x	x	x	x	x	x	x																																																																																																		

Received by: <i>[Signature]</i>	Date: 12/28/14	Time: 1532	CDPH Write On EDT Transmission? <input type="radio"/> Yes <input checked="" type="radio"/> No
<i>[Signature]</i>	12/29/14	1830	State System Number: _____
<i>[Signature]</i>	12/29/14	2100	CA Geotracker EDF Report? <input checked="" type="radio"/> Yes <input type="radio"/> No
			Global ID: L10003133161      Sampling Company Log Code: DEIO
			EDF to (Email Address): _____
			Travel and Site Time: _____ Mileage: _____ Misc. Supplies: _____

ATTACHMENT B

ATTACHMENT B

DOULOS ENVIRONMENTAL, INC.  
GROUNDWATER/LIQUID LEVEL DATA  
(measurements in feet)

Project Address: Berry Street Landfill  
901 Galleria Blvd.  
Roseville, CA

Date: 12-29-14

Project No.: \_\_\_\_\_

Recorded by: \_\_\_\_\_

Well No.	Time	Well Elev. TOC	Depth to Groundwater	Measured Total Depth	Groundwater Elevation	Depth to Product	Product Thickness	Comments
GW-1			130.32	151.35				
GW-2			117.34	122.24				
GW-3			121.02	151.64				
GW-4			118.06	123.50				
GW-5			121.92	156.88				
GW-6			128.46	167.59				

Notes:

Client: Greener Globe

Sampling Date: 12-29-14

Site: Berry Street Landfill

Project No.:

901 Galleria Blvd.

Well Designation: 6W-1

Roseville, CA

Is setup of traffic control devices required?  NO YES  
 Is there standing water in the well box?  NO YES  
 Is top of casing cut level? NO YES  
 Is well cap sealed and locked?  YES  
 Height of well casing riser (in inches): 36  
 Well cover type: 8" or 12" UV 12" EMCO 8" or 12" BK 8" Christy  
 12" Christy 8" M&D 12" M&D 12" DWP  
 12" CNI 36" CNI 12" Pomeco Other:  
 General condition of wellhead assembly: Excellent Good  Fair Poor

Purging Equipment: 2" disposable bailer  Submersible pump  
 2" PVC bailer Dedicated bailer  
 4" PVC bailer Centrifugal pump  
 Sampled with: Disposable bailer Teflon bailer Disposable Tubing

Well Diameter: 2" 4"  6" 8"  
 Purge Vol. Multiplier: 0.16 1.17-0.65 1.47 2.61 gal/ft.  
 Initial Measurement Recharge Measurement  
 Time: 9:38 Calculated purge: 73  
 Depth of well: 151.35 Depth to water: 131.80 Actual purge: 73  
 Depth to water: 130.32

Start purge: 9:08 Sampling time: 9:40

Time	Temperature	E.C.	pH	Turbidity	Volume
9:15	19.0	460	6.93		1
9:23	19.1	453	6.84		2
9:33	19.3	450	6.80		3

Sample appearance: Clean Lock:

Equipment replaced: (check all that apply) Note condition of replaced item(s)  
 2" Locking Cap: Lock: 7/32 Allenhead:  
 4" Locking Cap: Lock-Dolphin: 9/16 Bolt:  
 6" Locking Cap: Pinned Allenhead (DWP):

Remarks:

Signature: EO

Client: Greener Globe

Sampling Date: 12-29-14

Site: Berry Street Landfill

Project No.: \_\_\_\_\_

901 Galleria Blvd.

Well Designation: GW-2

Roseville, CA

Is setup of traffic control devices required? NO YES

Is there standing water in the well box? NO YES

Is top of casing cut level? NO YES

Is well cap sealed and locked? NO YES

Height of well casing riser (in inches): 36 NO YES

Well cover type: 8" or 12" UV \_\_\_\_\_ 12" EMCO \_\_\_\_\_ 8" or 12" BK \_\_\_\_\_ 8" Christy \_\_\_\_\_

12" Christy \_\_\_\_\_ 8" M&D \_\_\_\_\_ 12" M&D \_\_\_\_\_ 12" DWP \_\_\_\_\_

12" CNI \_\_\_\_\_ 36" CNI \_\_\_\_\_ 12" Pomeco \_\_\_\_\_ Other: \_\_\_\_\_

General condition of wellhead assembly: Excellent \_\_\_\_\_ Good X Fair \_\_\_\_\_ Poor \_\_\_\_\_

time: \_\_\_\_\_ hours

Above TOC \_\_\_\_\_ Below TOC \_\_\_\_\_

If no, see remarks

If no, see remarks

Purging Equipment: \_\_\_\_\_ 2" disposable bailer \_\_\_\_\_

X Submersible pump

\_\_\_\_\_ 2" PVC bailer \_\_\_\_\_

\_\_\_\_\_ Dedicated bailer \_\_\_\_\_

\_\_\_\_\_ 4" PVC bailer \_\_\_\_\_

\_\_\_\_\_ Centrifugal pump \_\_\_\_\_

Sampled with: Disposable bailer \_\_\_\_\_

Teflon bailer \_\_\_\_\_

Disposable Tubing X

Well Diameter: 2" \_\_\_\_\_

5" X

6" \_\_\_\_\_

8" \_\_\_\_\_

Purge Vol. Multiplier: 0.16 \_\_\_\_\_

1.17-0.65

1.47 \_\_\_\_\_

2.61 gal/ft.

Initial Measurement

Recharge Measurement

Time: \_\_\_\_\_

Time: 10:33

Calculated purge: 17.1

Depth of well: 122.24

Depth to water: 118.08

Actual purge: 17.1

Depth to water: 117.34

Start purge: 9:50

Sampling time: 10:34

Time	Temperature	E.C.	pH	Turbidity	Volume
10:00	19.6	793	6.94		1
10:10	20.0	786	6.84		2
10:30	19.3	780	6.80		3

Sample appearance: Clear

Lock: \_\_\_\_\_

Equipment replaced: (check all that apply)

Note condition of replaced item(s)

2" Locking Cap: \_\_\_\_\_

Lock: \_\_\_\_\_

7/32 Allenhead: \_\_\_\_\_

4" Locking Cap: \_\_\_\_\_

Lock-Dolphin: \_\_\_\_\_

9/16 Bolt: \_\_\_\_\_

6" Locking Cap: \_\_\_\_\_

Pinned Allenhead (DWP): \_\_\_\_\_

Remarks: \_\_\_\_\_

Signature: EO

Client: Greener Globe

Sampling Date: 12-29-14

Site: Berry Street Landfill

Project No.: \_\_\_\_\_

901 Galleria Blvd.

Well Designation: GW-3

Roseville, CA

Is setup of traffic control devices required? NO YES

Is there standing water in the well box? NO YES

Is top of casing cut level? NO YES

Is well cap sealed and locked? NO YES

Height of well casing riser (in inches): 36'

Well cover type: 8" or 12" UV \_\_\_\_\_ 12" EMCO \_\_\_\_\_ 8" or 12" BK \_\_\_\_\_ 8" Christy \_\_\_\_\_

12" Christy \_\_\_\_\_ 8" M&D \_\_\_\_\_ 12" M&D \_\_\_\_\_ 12" DWP \_\_\_\_\_

12" CNI \_\_\_\_\_ 36" CNI \_\_\_\_\_ 12" Pomeco \_\_\_\_\_ Other: \_\_\_\_\_

General condition of wellhead assembly: Excellent \_\_\_\_\_ Good  Fair \_\_\_\_\_ Poor \_\_\_\_\_

time: \_\_\_\_\_ hours  
Above TOC \_\_\_\_\_ Below TOC  
If no, see remarks  
If no, see remarks

Purging Equipment: \_\_\_\_\_ 2" disposable bailer \_\_\_\_\_  Submersible pump  
 \_\_\_\_\_ 2" PVC bailer \_\_\_\_\_ Dedicated bailer  
 \_\_\_\_\_ 4" PVC bailer \_\_\_\_\_ Centrifugal pump

Sampled with: Disposable bailer \_\_\_\_\_ Teflon bailer \_\_\_\_\_ Disposable Tubing

Well Diameter: 2" \_\_\_\_\_ 4"  6" \_\_\_\_\_ 8" \_\_\_\_\_  
 Purge Vol. Multiplier: 0.16 \_\_\_\_\_ 1.17 ~~0.65~~ \_\_\_\_\_ 1.47 \_\_\_\_\_ 2.61 gal/ft.

Initial Measurement                      Recharge Measurement  
 Time: \_\_\_\_\_                      Time: 1215                      Calculated purge: 107  
 Depth of well: 151.64                      Depth to water: 122.86                      Actual purge: 107  
 Depth to water: 121.02

Start purge: 1136                      Sampling time: 1216

Time	Temperature	E.C.	pH	Turbidity	Volume
1143	19.1	741	6.98		1
1152	18.0	718	6.94		2
1210	18.5	713	6.90		3

Sample appearance: Clear                      Lock: \_\_\_\_\_

Equipment replaced: (check all that apply)                      Note condition of replaced item(s)  
 2" Locking Cap: \_\_\_\_\_ Lock: \_\_\_\_\_ 7/32 Allenhead: \_\_\_\_\_  
 4" Locking Cap: \_\_\_\_\_ Lock-Dolphin: \_\_\_\_\_ 9/16 Bolt: \_\_\_\_\_  
 6" Locking Cap: \_\_\_\_\_ Pinned Allenhead (DWP): \_\_\_\_\_

Remarks: \_\_\_\_\_

Signature: EO

Client: Greener Globe

Sampling Date: 12-29-14

Site: Berry Street Landfill

Project No.:

901 Galleria Blvd.

Well Designation: GW-4

Roseville, CA

Is setup of traffic control devices required?

NO YES

time: \_\_\_\_\_ hours

Is there standing water in the well box?

NO YES

Above TOC Below TOC

Is top of casing cut level?

NO YES

If no, see remarks

Is well cap sealed and locked?

NO YES

If no, see remarks

Height of well casing riser (in inches): 36

Well cover type: 8" or 12" UV 12" EMCO 8" or 12" BK 8" Christy

12" Christy 8" M&D 12" M&D 12" DWP

12" CNI 36" CNI 12" Pomeco Other:

General condition of wellhead assembly: Excellent Good X Fair Poor

Purging Equipment: 2" disposable bailer X Submersible pump

2" PVC bailer Dedicated bailer

4" PVC bailer Centrifugal pump

Sampled with: Disposable bailer Teflon bailer Disposable Tubing X

Well Diameter: 2" 5" X 6" 8"

Purge Vol. Multiplier: 0.16 1.17 0.65 1.47 2.61 gal/ft.

Initial Measurement Recharge Measurement

Time: 1238 Calculated purge: 19.0

Depth of well: 123.50 Depth to water: 119.51 Actual purge: 19

Depth to water: 118.06

Start purge: 11:58 Sampling time: 1240

Time	Temperature	E.C.	pH	Turbidity	Volume
1210	19.0	881	6.92		1
1220	19.3	873	6.89		2
1232	19.6	870	6.84		3

Sample appearance: Clean Lock:

Equipment replaced: (check all that apply) Note condition of replaced item(s)
2" Locking Cap: Lock: 7/32 Allenhead:
4" Locking Cap: Lock-Dolphin: 9/16 Bolt:
6" Locking Cap: Pinned Allenhead (DWP):

Remarks:

Signature: EO

Client: Greener Globe

Sampling Date: 12-29-14

Site: Berry Street Landfill

Project No.: \_\_\_\_\_

901 Galleria Blvd.

Well Designation: GW-5

Roseville, CA

Is setup of traffic control devices required? NO YES time: \_\_\_\_\_ hours

Is there standing water in the well box? NO YES Above TOC Below TOC

Is top of casing cut level? NO YES If no, see remarks

Is well cap sealed and locked? NO YES If no, see remarks

Height of well casing riser (in inches): \_\_\_\_\_

Well cover type: 8" or 12" UV \_\_\_\_\_ 12" EMCO \_\_\_\_\_ 8" or 12" BK \_\_\_\_\_ 8" Christy \_\_\_\_\_

12" Christy \_\_\_\_\_ 8" M&D \_\_\_\_\_ 12" M&D \_\_\_\_\_ 12" DWP \_\_\_\_\_

12" CNI \_\_\_\_\_ 36" CNI \_\_\_\_\_ 12" Pomeco \_\_\_\_\_ Other: \_\_\_\_\_

General condition of wellhead assembly: Excellent \_\_\_\_\_ Good X Fair \_\_\_\_\_ Poor \_\_\_\_\_

Purging Equipment: \_\_\_\_\_ 2" disposable bailer \_\_\_\_\_ X Submersible pump

\_\_\_\_\_ 2" PVC bailer \_\_\_\_\_ Dedicated bailer

\_\_\_\_\_ 4" PVC bailer \_\_\_\_\_ Centrifugal pump

Sampled with: Disposable bailer \_\_\_\_\_ Teflon bailer \_\_\_\_\_ Disposable Tubing X

Well Diameter: 2" X 4" \_\_\_\_\_ 6" \_\_\_\_\_ 8" \_\_\_\_\_

Purge Vol. Multiplier: 0.16 0.65 1.47 2.61 gal/ft.

Initial Measurement

Recharge Measurement

Time: \_\_\_\_\_ Time: 11:20 Calculated purge: 16.7

Depth of well: 156.88 Depth to water: 123.70 Actual purge: 17

Depth to water: 121.92

Start purge: 10:45

Sampling time: 11:21

Time	Temperature	E.C.	pH	Turbidity	Volume
10:53	19.0	580	6.97		1
11:06	19.1	516	6.91		2
11:15	19.3	510	6.88		3

Sample appearance: clear

Lock: \_\_\_\_\_

Equipment replaced: (check all that apply)

Note condition of replaced item(s)

2" Locking Cap: \_\_\_\_\_

Lock: \_\_\_\_\_ 7/32 Allenhead: \_\_\_\_\_

4" Locking Cap: \_\_\_\_\_

Lock-Dolphin: \_\_\_\_\_ 9/16 Bolt: \_\_\_\_\_

6" Locking Cap: \_\_\_\_\_

Pinned Allenhead (DWP): \_\_\_\_\_

Remarks: \_\_\_\_\_

Signature: EO



**LEGEND**

GW-3 ◊ GROUNDWATER MONITORING WELL

S-2 ▲ SURFACE WATER MONITORING STATION

NORTH

1" ~ 160'±

MAP SOURCE: BRYAN A. STIRRAT & ASSOCIATES (MAP DATE 7/8/93)



**SITE MAP**  
 BERRY STREET MALL LANDFILL  
 ROSEVILLE, CALIFORNIA

FIGURE  
**2**  
 03-1039

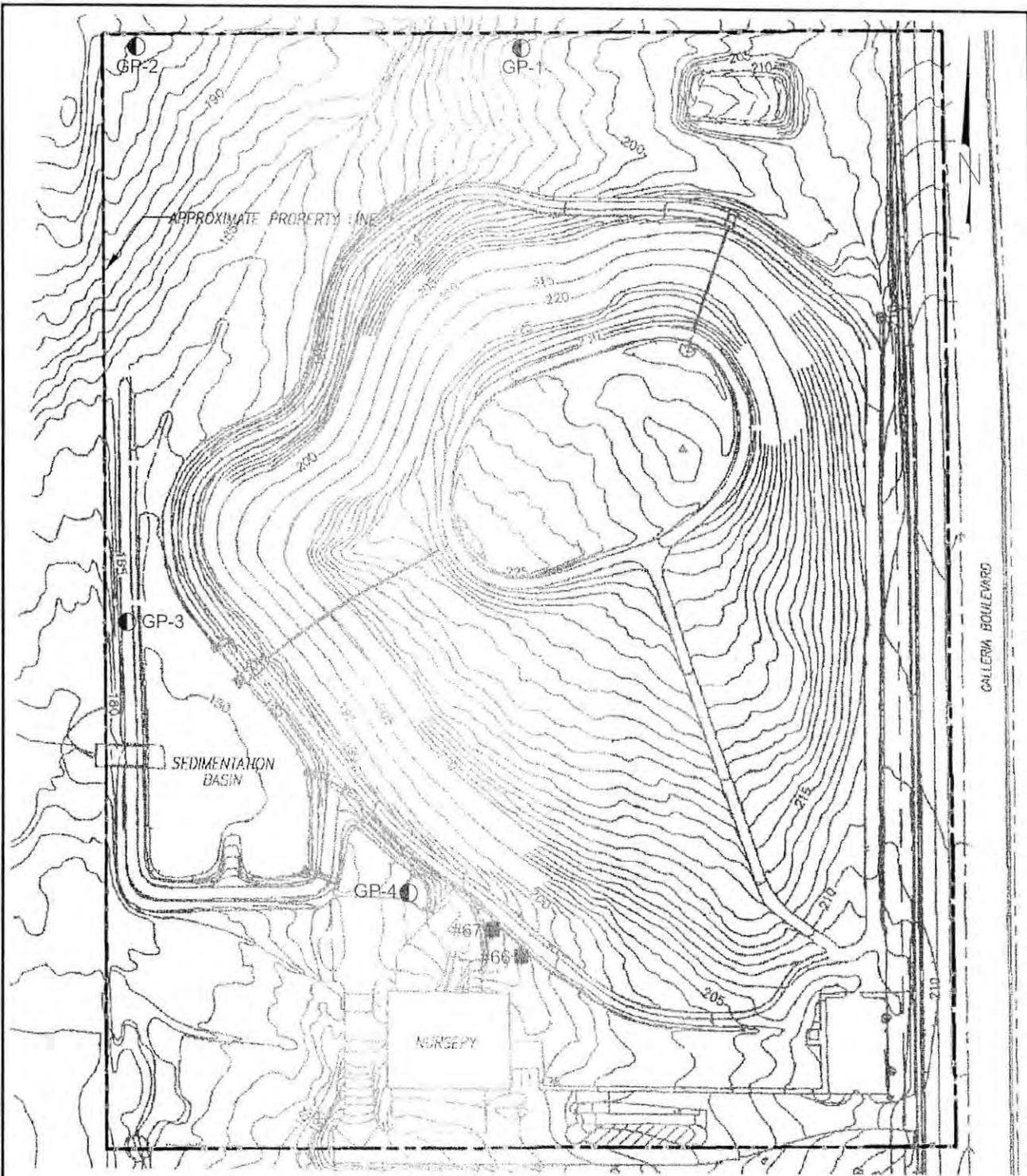


FIGURE 1  
SITE MAP

**LEGEND**

- GP-4 ○ PERIMETER LFG MONITORING POINT
- #67 ■ HORIZONTAL GAS WELL STUB-OUT

BERRY STREET MALL LANDFILL  
ROSEVILLE, CALIFORNIA

PROJECT NO. 03-1039	DRAWN BY JWY 7/20/06
FILE NO. 03-1039-01	PREPARED BY T.E.B.
REVISION NO. 0	REVIEWED BY



MAP SOURCE: FINAL POST-CLOSURE MAINTENANCE PLAN  
FIGURE 4-3 (MODIFIED)

8/22/2006 5:57PM 03-1039-01.dwg

ATTACHMENT C

ATTACHMENT C

DOULOS ENVIRONMENTAL, INC.  
GROUNDWATER/LIQUID LEVEL DATA  
(measurements in feet)

Project Address: Berry Street Landfill  
901 Galleria Blvd.  
Roseville, CA

Date: 6-19-14

Project No.: \_\_\_\_\_

Recorded by: Jerry Gonzales

Well No.	Time	Well Elev. TOC	Depth to Groundwater	Measured Total Depth	Groundwater Elevation	Depth to Product	Product Thickness	Comments
LW-1	1130		130.09					
LW-2	1247		117.30					
LW-3	1310		130.00					
LW-4	1330		117.75					
LW-5	1240		121.75					
LW-6	1156		128.32					

Notes:

ATTACHMENT D

ATTACHMENT D



September 25, 2014

Mr. Paul Holloway  
Placer County Department of Environmental Health  
3091 County Center Dr., Suite 180  
Auburn, CA 95603

**RE:           THIRD QUARTER 2014 LANDFILL GAS MONITORING REPORT-(revised)**  
Berry Street Mall Landfill  
901 Galleria Boulevard, Roseville, California

Dear Mr. Holloway:

This report presents the results of the Third Quarter 2014 landfill gas (LFG) monitoring activities performed at the Berry Street Mall Landfill on September 24, 2014. The monitoring program was implemented to fulfill perimeter and structure LFG monitoring requirements stipulated in Title 27 of the California Code of Regulations (27 CCR), §20921 through §20933. This report, in turn, was prepared to meet applicable reporting requirements set forth in 27 CCR, §20934. This report was prepared on behalf of A Greener Globe (AGG), owner of the Berry Street Mall Landfill site.

#### **SCOPE OF WORK**

The following subsections outline the methods employed to implement the perimeter and structure LFG monitoring activities at the site. Doulos Environmental, Inc. of Orangeville, California, performed the field monitoring services at the direction of AGG.

#### **Perimeter Monitoring**

Perimeter monitoring was accomplished -using the landfill's perimeter monitoring network installed as part of final closure construction. The perimeter monitoring network consists of four triple-nested monitoring points (GP-1 through GP-4) installed at the locations shown in **Figure 1 (Appendix A)**. Each point is equipped with three individual monitoring probes completed at depths of 10, 25 and 40 feet below ground surface (bgs). The scope of monitoring at each probe included the purging of a minimum of one probe casing volume of gas, after which the concentrations of methane, oxygen, and carbon monoxide were measured and recorded on the field data sheet.

The purging and subsequent measurement of the parameter concentrations was accomplished using a GT Land Surveyor Portable Gas Meter (Series 610). This meter has a methane detection range of zero to 100 percent by volume. Prior to shipment, the instrument was inspected and calibrated by the leasing company, Environmental Instruments (EI). Copies of the instrument calibration documentation and specification sheet are enclosed in **Appendix B**.

### **Structure Monitoring**

Structure monitoring has been discontinued based on conversations between the property owner, Mr. Daniel Sheehan, and Placer County representative Mr. Paul Holloway.

The monitoring of two horizontal gas well stub-outs associated with the landfill's standby gas collection system (identified as #66 and #67 in the Final Post-Closure Maintenance Plan) has continued; the locations of these stub-outs are shown on **Figure 1** in **Appendix A**. Monitoring procedures for these components were consistent with those described above for the interior/exterior structure locations.

### **RESULTS**

Copies of the field data sheets used to record the results from the perimeter and structure monitoring are enclosed in **Appendix C**. Carbon monoxide (CO) was not detected at any monitoring locations during the September 24, 2014 monitoring event with methane (CH<sub>4</sub>) detected at two locations: stub-out No. 66 and stub-out 67 at 0.1 percent of the lower explosive limit (LEL). All oxygen readings were considered to be within normal atmospheric oxygen conditions (18.8% to 19.4%). According to historical data supplied by the National Oceanic and Atmospheric Administration (NOAA), the barometric pressure recorded on September 24, 2014 at 11:53 a.m. was 29.93" Hg at Sacramento, California (KSAC).

## LIMITATIONS

The findings presented herein are professional opinions based on the data presented in this report. They are intended only for the indicated purpose and project site. Furthermore, this work was performed for the sole use of A Greener Globe and appropriate regulatory agencies. Any reliance on this report by a third party is at such party's sole risk. Please note that the findings and evaluations presented herein are based entirely on information generated by others. As a result, Geological Analytics cannot guarantee the precision or accuracy of data generated by other entities.

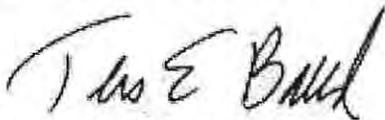
Geological Analytics' professional services were performed and findings obtained in accordance with generally accepted environmental consulting and geological principles and practices in Placer County in 2014. This warranty is in lieu of all other warranties, either expressed or implied.

## CLOSING

If you should have any questions regarding the information contained herein, please do not hesitate to contact us at (916) 226-5072.

Sincerely,

**TABER CONSULTANTS**



Thomas E. Ballard, P.G. #7299, C.H.G. #961  
Principal Hydrogeologist



cc: Mr. Daniel Sheehan, A Greener Globe

Enclosures: Appendix A - Figures  
Appendix B - Instrument Calibration Documentation  
Appendix C - Field Data Sheets

Appendix A  
Figures

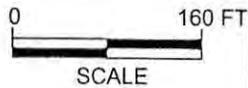
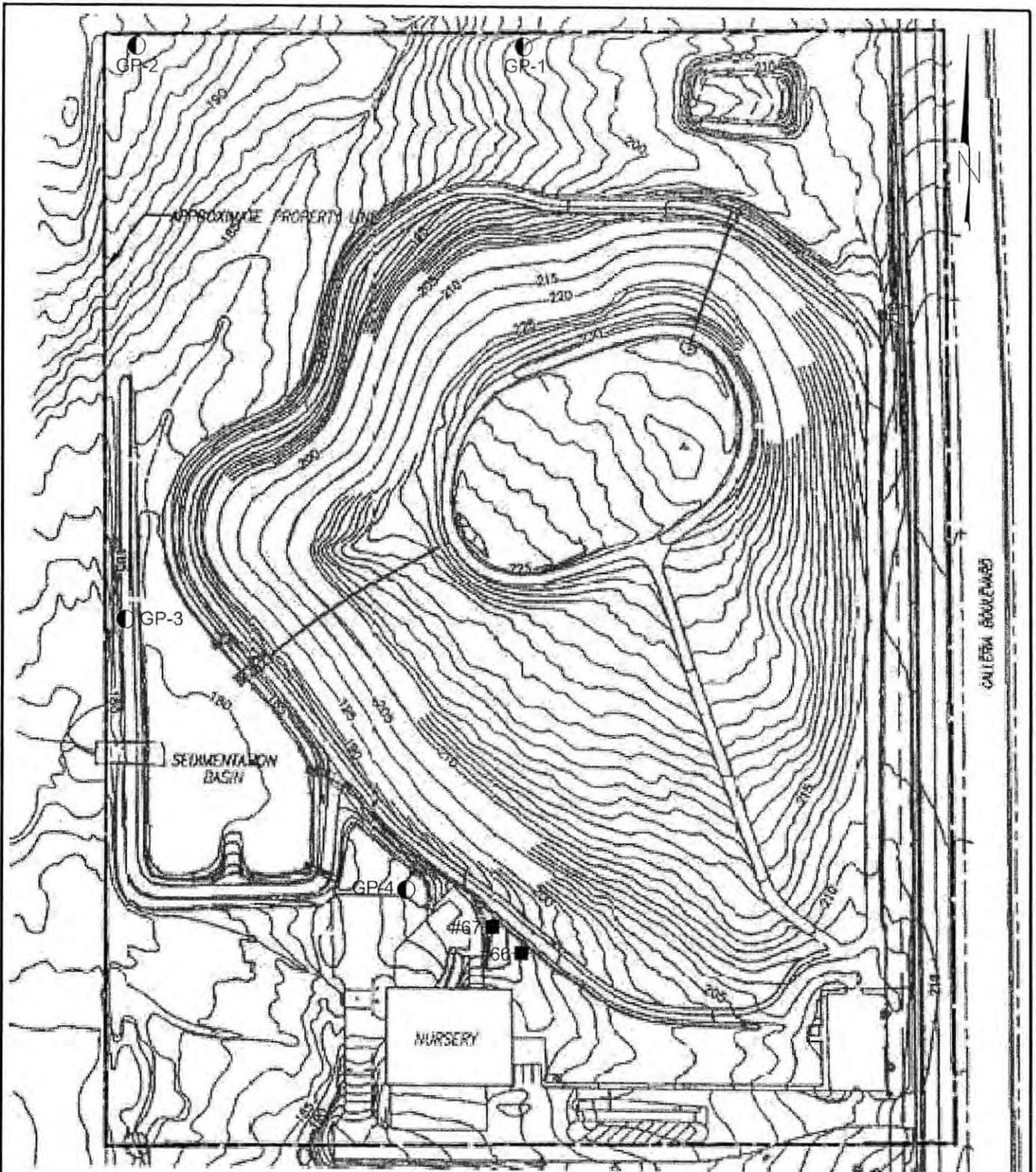


FIGURE 1  
SITE MAP

**LEGEND**

- GP-4 ● PERIMETER LFG MONITORING POINT
- #67 ■ HORIZONTAL GAS WELL STUB-OUT

BERRY STREET MALL LANDFILL  
ROSE VILLE, CALIFORNIA

PROJECT NO. 03-1039	DRAWN BY JWY 7/20/06
FILE NO. 03-1039-01	PREPARED BY T.E.B.
REVISION NO. 0	REVIEWED BY



MAP SOURCE: FINAL POST-CLOSURE MAINTENANCE PLAN,  
FIGURE 4-3 (MODIFIED)

03-1039-01.dwg

8/22/2005 5:57PM

Appendix B  
Instrument Calibration Documentation



### Calibration and Components Checklist Lantec

Gem 2000 Instrument ID # \_\_\_\_\_ Methane /O2/CO2  
Gem 2000 Plus Instrument ID # \_\_\_\_\_ Methane/O2/CO2/H2S/CO

### Components

Date Out: 09/19/14

Date In: \_\_\_\_\_

Meter: ✓  
Hose: ✓  
Charger: \_\_\_\_\_  
Manual: ✓  
Download cable ✓  
Case: ✓  
Calibration Sheet: ✓

\_\_\_\_\_ Meter  
\_\_\_\_\_ Hose  
\_\_\_\_\_ Charger  
\_\_\_\_\_ Manual  
\_\_\_\_\_ Download cable  
\_\_\_\_\_ Case  
\_\_\_\_\_ Calibration Sheet

### Calibration Gases Used

50% Methane ✓  
Nitrogen ✓  
35% CO2 ✓  
1% O2 ✓  
Zero Air ✓  
25 ppm H2S ✓  
100 ppm CO \_\_\_\_\_

50% Meter Response  
0 Meter Response  
35% Meter Response  
1% Meter Response  
20.8 Meter Response  
25 Meter Response  
100 Meter Response

Battery Charged ✓ Yes \_\_\_\_\_ No

Inspected & Calibrated By: [Signature]

Date: 09/19/14

Note: This unit has been tested and is in proper working condition. This unit has been cleaned and should be returned in the same condition. Any components missing upon return of this instrument shall be billed at the current price. If the unit is returned overly dirty or damaged a service order will be issued and your account will be billed. Should the unit malfunction you must notify EILCO within 24 hours or you will be billed for the time the unit was in your possession.

Appendix C  
Field Data Sheets

**BERRY STREET MALL LANDFILL**  
**903 GALLERIA BLVD. ROSEVILLE CALIFORNIA 95678**  
 GAS MONITORING CONDUCTED BY  
**DOULOS ENVIRONMENTAL, INC. P.O. BOX 2559 ORANGEVALE, CA. 95662**

**PERIMETER LANDFILL GAS MONITORING REPORT**

Date	Monitoring for Quarter			Weather Conditions	Barometric Pressure
9-24-2014			3 <sup>rd</sup> .	See Exhibit A	See Exhibit A

Gas Well Number	Probe Depth	Probe Static Pressure	Casing Design Diameter	Casing Vol/Unit Length	Net Casing Volume	Instrument Purge Flow-rate \	Time	Net Purge Volume	Methane Reading	O <sub>2</sub> Reading	H <sub>2</sub> S Reading	CO Reading
GP-1	(ft)	WC (P or V)	(in)	(ft <sup>3</sup> /ft)	(ft <sup>3</sup> )	(ft <sup>3</sup> /min)	(clock)	(ft <sup>3</sup> )	(ppm or %LEL)	(% Vol.)	(ppm)	(ppm)
	10		0.0625	0.0031	0.031	0.035			00.0	19.3		
	25		0.0625	0.0031	0.078	0.035			00.0	19.4		
	40		0.0625	0.0031	0.124	0.035			00.0	19.4		

For Calibration and Components Checklist for LAND TEC GEN 3000 + GAS ANALYZER  
 Doulos Environmental Inc.

**BERRY STREET MALL LANDFILL**  
**903 GALLERIA BLVD. ROSEVILLE CALIFORNIA 95678**  
 GAS MONITORING CONDUCTED BY  
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9-24-2014			3 <sup>rd</sup>	See Exhibit A	See Exhibit A

Gas Well Number	Probe Depth	Probe Static Pressure	Casing Design Diameter	Casing Vol/Unit Length	Net Casing Volume	Instrument Purge Flow-rate	Time	Net Purge Volume	Methane Reading	O <sub>2</sub> Reading	H <sub>2</sub> S Reading	CO Reading
GP-2	(ft)	WC* (P or V)	(ft)	(ft <sup>3</sup> /ft)	(ft <sup>3</sup> )	(ft <sup>3</sup> /min)	(clock)	(ft <sup>3</sup> )	(ppm or %LEL)	(% Vol.)	(ppm)	(ppm)
	10		0.0625	0.0031	0.031	0.035			00.0	19.1		
	25		0.0625	0.0031	0.078	0.035			00.0	19.0		
	40		0.0625	0.0031	0.124	0.035			00.0	19.0		

For Calibration and Components Checklist for LAND TEC GEN 3000 + GAS ANALYZER  
 Doulos Environmental Inc.

**BERRY STREET MALL LANDFILL**  
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**PERIMETER LANDFILL GAS MONITORING REPORT**

Date	Monitoring for Quarter			Weather Conditions	Barometric Pressure
9-24-2014			3 <sup>rd</sup>	See Exhibit A	See Exhibit A

Gas Well Number	Probe Depth	Probe Static Pressure	Casing Design Diameter	Casing Vol/Unit Length	Net Casing Volume	Instrument Purge Flow-rate	Time	Net Purge Volume	Methane Reading	O <sub>2</sub> Reading	H <sub>2</sub> S Reading	CO Reading
GP-3	(ft)	WC (P or V)	(ft)	(ft <sup>3</sup> /ft)	(ft <sup>3</sup> )	(ft <sup>3</sup> /min)	(clock)	(ft <sup>3</sup> )	(ppm or %LEL)	(% Vol)	(ppm)	(ppm)
	10		0.0625	0.0031	0.031	0.035			00.0	19.1		
	25		0.0625	0.0031	0.078	0.035			00.0	19.0		
	40		0.0625	0.0031	0.124	0.035			00.0	19.0		

For Calibration and Components Checklist for LAND TEC GEN 3000 + GAS ANALYZER  
 Doulos Environmental Inc.

**BERRY STREET MALL LANDFILL**  
**903 GALLERIA BLVD. ROSEVILLE CALIFORNIA 95678**  
 GAS MONITORING CONDUCTED BY  
**DOULOS ENVIRONMENTAL, INC. P.O. BOX 2559 ORANGEVALE, CA. 95662**

**PERIMETER LANDFILL GAS MONITORING REPORT**

Date	Monitoring for Quarter			Weather Conditions	Barometric Pressure
9-24-2014			3 <sup>rd</sup> .	See Exhibit A	See Exhibit A

Gas Well Number	Probe Depth	Probe Static Pressure	Casing Design Diameter	Casing Vol/Unit Length	Net Casing Volume	Instrument Purge Flow-rate	Time	Net Purge Volume	Methane Reading	O <sub>2</sub> Reading	H <sub>2</sub> S Reading	CO Reading
GP-4	(ft)	WC (P or V)	(ft)	(ft <sup>3</sup> /ft)	(ft <sup>3</sup> )	(ft <sup>3</sup> /min)	(clock)	(ft <sup>3</sup> )	(ppm or %LEL)	(% Vol)	(ppm)	(ppm)
	10		0.0625	0.0031	0.031	0.035			00.0	19.3		
	25		0.0625	0.0031	0.078	0.035			00.0	19.1		
	40		0.0625	0.0031	0.124	0.035			00.0	19.1		

For Calibration and Components Checklist for LAND TEC GEN 3000 + GAS ANALYZER  
 Doulos Environmental Inc.

**BERRY STREET MALL LANDFILL**  
 901 GALLERIA BLVD. ROSEVILLE CALIFORNIA 95678  
 GAS MONITORING CONDUCTED BY  
 DOULOS ENVIRONMENTAL, INC. P.O. BOX 2559 ORANGEVALE, CA. 95662

**PERIMETER LANDFILL GAS MONITORING REPORT**

Date	Monitoring for Quarter			Weather Conditions	Barometric Pressure
9-24-2014			3 <sup>RD</sup> .	See exhibit A	See exhibit A

Stub- Outs Number	Probe Depth	Probe Static Pressure	Casing Design Diameter	Casing Vol/Unit Length	Net Casing Volume	Instrument Purge Flow-rate \	Time	Net Purge Volume	Methane Reading	O <sub>2</sub> Reading	H <sub>2</sub> S Reading	CO Reading
							(clock)		(ppm or %LEL)	(% Vol.)	(ppm)	(ppm)
No. 66			4.0"						00.1	19.0		
No. 67			4.0"						00.1	18.8		

For Calibration and Components Checklist for Land TEC GEM 3000+ GAS ANALYZER  
 Doulos Environmental Inc.

# Weather History for Sacramento, CA

View Current Weather in Sacramento, CA [/cgi-bin/findweather/getForecast?query=38.51250076,-121.49333191]

Change the Weather History Date:

September

24

2014

## View

Wednesday, September 24, 2014

<< Previous Day [/history/airport/KSAC/2014/9/23/DailyHistory.html]

Next Day >> [/history/airport/KSAC/2014/9/25/DailyHistory.html]

<b>Daily ()</b>	<b>Weekly</b> [/history/airport/KSAC/2014/9/24/WeeklyHistory.html]
-----------------	--

	<b>Actual</b>	<b>Average</b>	<b>Record</b>
Temperature			
Mean Temperature	<b>74 °F</b>	-	
Max Temperature	<b>85 °F</b>	<b>86 °F</b>	<b>102 °F</b> [1975]
Min Temperature	<b>63 °F</b>	<b>55 °F</b>	<b>48 °F</b> [1948]
Degree Days			
Heating Degree Days	0		
Cooling Degree Days	9		
Growing Degree Days	24 [Base 50]		
Moisture			
Dew Point	<b>61 °F</b>		
Average Humidity	68		
Maximum Humidity	93		
Minimum Humidity	43		
Precipitation			
Precipitation	<b>0.00 in</b>	<b>0.01 in</b>	<b>0.50 in</b> [2001]
Month to date precipitation	T	0.20	

Actual Average Record

Year to date precipitation 7.90 12.15

Since 1 July precipitation 0.01 0.25

Sea Level Pressure

Sea Level Pressure 29.89 in

Wind

Wind Speed 6 mph [SSW]

Max Wind Speed 17 mph

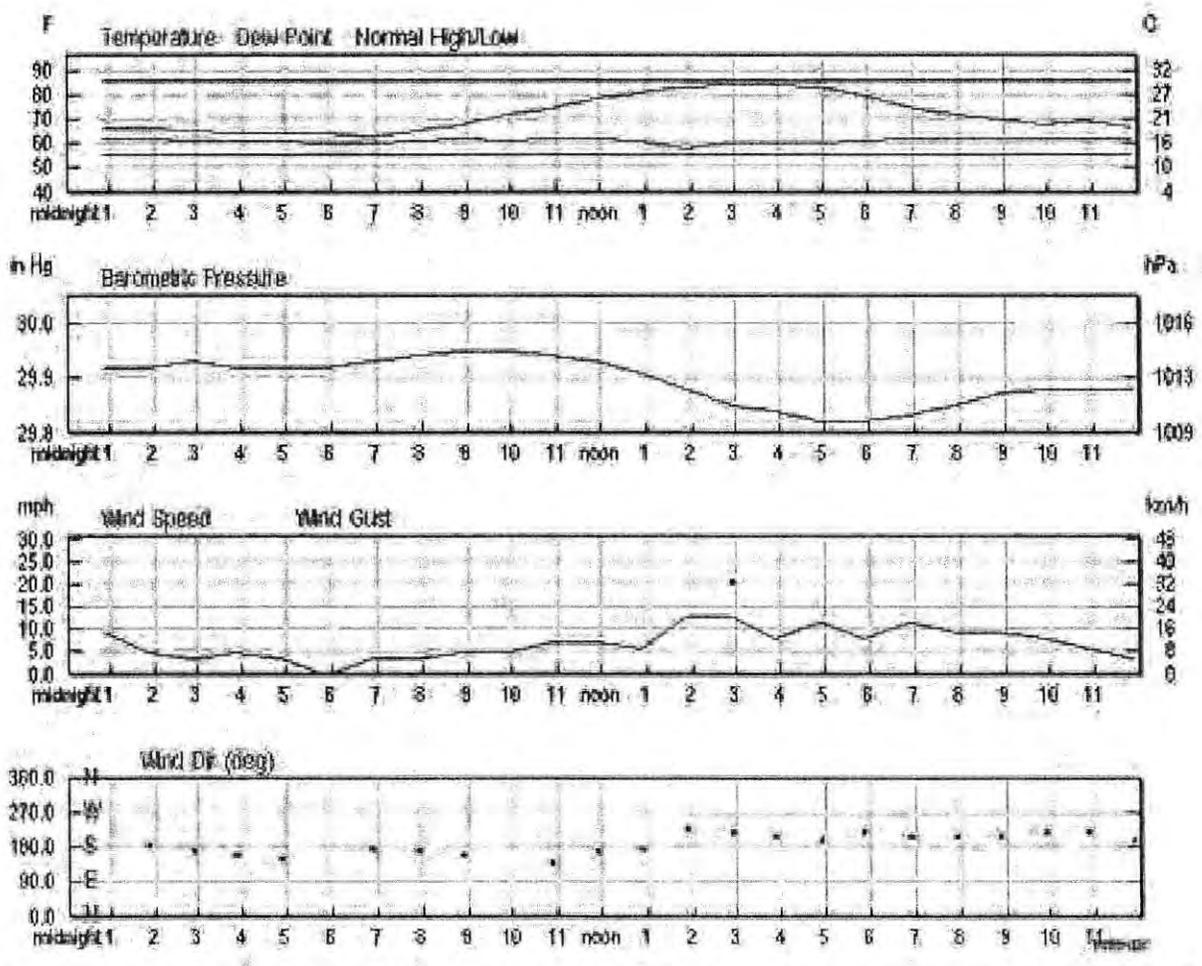
Max Gust Speed 22 mph

Visibility 10 miles

Events

T = Trace of Precipitation, MM = Missing Value Source: NWS Daily Summary

Daily Weather History Graph



Certify This Report (<http://help.wunderground.com/knowledgebase/topics/17761-history-almanac>)

Search for Another Location

Airport:

KSAC

**Submit**

### Trip Planner

Search our weather history database for the weather conditions in past years. The results will help you decide how hot, cold, wet, or windy it might be!

Date:

September



24



**Submit**

### Astronomy

Sep. 24, 2014	Rise	Set
Actual Time	6:55 AM PDT	6:59 PM PDT
Civil Twilight	6:29 AM PDT	7:26 PM PDT
Nautical Twilight	5:58 AM PDT	7:56 PM PDT
Astronomical Twilight	5:26 AM PDT	8:28 PM PDT
Moon	7:20 AM PDT [9/24]	7:14 PM PDT [9/24]
Length of Visible Light	12h 56m	
Length of Day	12h 04m	

**New Moon, 0%** of the Moon is Illuminated

Sep 24	Oct 1	Oct 8	Oct 15	Oct 23
New Moon	First Quarter	Full	Last Quarter	New

Visit Astronomy [/sky/ShowSky.asp?TheLat=38.51250076&TheLon=-121.49333191&TimeZoneName=America/Los\_Angeles]

### Hourly Weather History & Observations

Time (PDT)	Temp.	Heat Index	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Precip	Events
12:53 AM	66.0 °F	-	62.1 °F	87%	29.92 in	10.0 mi	SSW	9.2 mph	-	N/A	

Time (PDT)	Temp.	Heat Index	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Precip	Events
1:53 AM	66.0 °F	-	62.1 °F	87%	29.92 in	10.0 mi	South	4.6 mph	-	N/A	
2:53 AM	64.9 °F	-	61.0 °F	87%	29.93 in	10.0 mi	South	3.5 mph	-	N/A	
3:53 AM	64.0 °F	-	61.0 °F	90%	29.92 in	10.0 mi	SSE	4.6 mph	-	N/A	
4:53 AM	64.0 °F	-	61.0 °F	90%	29.92 in	10.0 mi	SSE	3.5 mph	-	N/A	
5:53 AM	64.0 °F	-	60.1 °F	87%	29.92 in	10.0 mi	Calm	Calm	-	N/A	
6:53 AM	63.0 °F	-	60.1 °F	90%	29.93 in	10.0 mi	South	3.5 mph	-	N/A	
7:53 AM	64.9 °F	-	61.0 °F	87%	29.94 in	10.0 mi	South	3.5 mph	-	N/A	
8:53 AM	68.0 °F	-	62.1 °F	81%	29.95 in	10.0 mi	SSE	4.6 mph	-	N/A	
9:53 AM	72.0 °F	-	61.0 °F	68%	29.95 in	10.0 mi	Variable	4.6 mph	-	N/A	
10:53 AM	73.9 °F	-	62.1 °F	66%	29.94 in	10.0 mi	SE	6.9 mph	-	N/A	
11:53 AM	78.1 °F	-	62.1 °F	58%	29.93 in	10.0 mi	South	6.9 mph	-	N/A	
12:53 PM	81.0 °F	81.7 °F	61.0 °F	50%	29.91 in	10.0 mi	South	5.8 mph	-	N/A	
1:53 PM	82.9 °F	82.6 °F	57.9 °F	42%	29.88 in	10.0 mi	SW	12.7 mph	16.1 mph	N/A	
2:53 PM	84.0 °F	84.0 °F	60.1 °F	44%	29.85 in	10.0 mi	SW	12.7 mph	20.7 mph	N/A	
3:53 PM	84.0 °F	84.0 °F	60.1 °F	44%	29.84 in	10.0 mi	SSW	8.1 mph	-	N/A	
4:53 PM	82.9 °F	83.2 °F	60.1 °F	46%	29.82 in	10.0 mi	SSW	11.5 mph	-	N/A	
5:53 PM	80.1 °F	81.1 °F	61.0 °F	52%	29.82 in	10.0 mi	SW	8.1 mph	-	N/A	
6:53 PM	75.0 °F	-	62.1 °F	64%	29.83 in	10.0 mi	SSW	11.5 mph	-	N/A	
7:53 PM	72.0 °F	-	62.1 °F	71%	29.85 in	10.0 mi	SSW	9.2 mph	-	N/A	

Time (PDT)	Temp.	Heat Index	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Precip	Events
8:53 PM	70.0 °F	-	62.1 °F	76%	29.87 in	10.0 mi	SSW	9.2 mph	-	N/A	
9:53 PM	68.0 °F	-	62.1 °F	81%	29.88 in	10.0 mi	SW	8.1 mph	-	N/A	
10:53 PM	69.1 °F	-	62.1 °F	78%	29.88 in	10.0 mi	SW	5.8 mph	-	N/A	
11:53 PM	66.9 °F	-	62.1 °F	84%	29.88 in	10.0 mi	SSW	3.5 mph	-	N/A	

Show full METARS [<http://www.wunderground.com/cgi-bin/findweather/getForecast?setpref=SHOWMETAR&value=1>] | METAR FAQ [</metarFAQ.asp>] | Comma Delimited File [[/history/airport/KSAC/2014/9/24/DailyHistory.html?req\\_city=NA&req\\_state=NA&req\\_statename=NA&format=1](/history/airport/KSAC/2014/9/24/DailyHistory.html?req_city=NA&req_state=NA&req_statename=NA&format=1)]