

APPENDIX 1A

Legal Description and Parcel Map



Fidelity National Title Company
OF CALIFORNIA

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Fidelity National 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

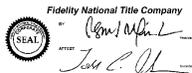
The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The Policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.





Countersigned



Fidelity National Title Company

2763 Camino Del Rio South San Diego, CA 92108
(619) 295-7332 FAX (619) 297-2213

PRELIMINARY REPORT

TITLE OFFICER: John Mounier/Jeff White 619-725-2118
TO: Fidelity National Title Insurance Company of New York
1 Park Avenue, Suite 1402
New York, NY 10016
ATTN: Bob Simon
YOUR REFERENCE.: 05-7406-14402CA
PROPERTY ADDRESS: 3497 Main Street, Chula Vista, California

ORDER NO.: 05-2566112 - A
Amendment
LOAN NO.:
SHORT TERM RATE: No

EFFECTIVE DATE: December 2, 2005, 07:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

American Land Title Association Owners Policy (10-17-92)
American Land Title Association Loan Policy (10-17-92) with A.L.T.A. Form 1 Coverage

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A leasehold as created by that certain lease dated March 28, 2000, executed by John S. Marquez and Carole G. Marquez, Trustees U.D.T. March 20, 1991, as lessor, and PG&E Dispersed Generating Company, LLC, a Delaware limited liability company, as lessee, as referenced in the document entitled "Memorandum of Lease and Easements", which recorded April 12, 2000, Instrument No. 2000-0187125 and amended May 1, 2001 as File No. 2001-0272877 and August 20, 2001 as File No. 0592506, all of Official Records, for the term, upon and subject to all the provisions contained in said document, and in said lease, as to Parcel 1; and an Easement more fully described below as to Parcel 2

By Assignment dated None Shown, executed by Dispersed Generating Company LLC as Assignor, the interest of Assignor in and to the above leasehold estate was assigned to MMC Chula Vista LLC, as assignee, recorded Instrument No. 2005-, of Official Records.

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

PG&E Dispersed Generating Company, LLC, a Delaware limited liability company

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

JCUJG 12/14/2005

EXHIBIT "ONE"

Parcel 1:

The South 500 feet of the East Quarter of the Southeast Quarter of the Northwest Quarter, all in Section 23, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the Official Plat.

Parcel 2:

An easement in, on, over, under and across the Westerly 20.00 feet of the West Half of the West Half of the Southwest Quarter of the Northeast Quarter of Section 23, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the Official Plat as set forth in Memorandum of Lease and Easements dated March 28, 2000, recorded April 12, 2000 as Instrument No. 2000-0187125 of Official Records.

Assessor's Parcel No: 629-062-04

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2005-2006, Assessor's Parcel Number 629-062-04.

Code Area Number: 01231
1st Installment: \$22,576.92 Paid
2nd Installment: \$22,576.92 Open
Land: \$1,975,703.00
Improvements: \$2,114,348.00
Exemption: \$None
Personal Property: \$None

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, based on an event occurring on or after the date of this policy.

3. Any rights, liens and/or encumbrances, including but not limited to, easements, rights of way and agreements that may be shown by the public records.

Affects: Parcel 2

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: Montgomery Sanitation District
Purpose: Sewer pipelines
Recorded: April 19, 1968, Instrument No. 65915, of Official Records
Affects: As shown in said document.

Reference is made to said document for full particulars.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: County of San Diego
Purpose: Drainage facilities
Recorded: February 4, 1976, Instrument No. 76-033381, of Official Records
Affects: As shown in said document.

Reference is made to said document for full particulars.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: City of San Diego
Purpose: Public sewer or sewers
Recorded: April 10, 1985, Instrument No. 85-121716, of Official Records
Affects: As shown in said document.

Reference is made to said document for full particulars.

7. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment

Agency: Redevelopment Agency of the City of Chula Vista
Recorded: November 28, 1990, Instrument No. 90-635149, of Official Records

8. Easement for the construction, installation, including the right to connect existing public facilities, maintenance and use of electric, gas cable, telephone, water, sewer, drainage and other utility facilities set forth in Memorandum of Lease and Easements dated March 28, 2000 recorded April 12, 2000 as Instrument/File No. 2000-0187125, of Official Records.

9. Any discrepancies in boundary or any rights which may arise or exist which are disclosed by

Record of
Survey No.: 16732
Recorded: October 6, 2000, Instrument No. 2000-0538230, of Official Records
Affects: Said land

10. Matters contained in that certain document entitled "Owner Participation Agreement" dated September 21, 2000, executed by and between City of Chula Vista and PG&E Dispersed Generating Company, LLC, a Delaware Limited Liability Company recorded September 17, 2001, Instrument No. 2001-0665355, of Official Records, which document, among other things, contains or provides for: The construction of a 49 megawatt electrical generating facility.

Reference is hereby made to said document for full particulars.

11. A tax lien for the amount shown and any other amounts due, in favor of the State of California.

Amount: \$2,483.47
Filed by: Franchise Tax Board
Taxpayer: P G & E
Certificate No.: 04307639010
Recorded: November 18, 2004, Instrument No. 2004-1097589, of Official Records

12. The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease described or referred to in Schedule A.

13. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

An inspection of said land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

14. Rights of tenants, as tenants only, without option to purchase or rights of first refusal.

15. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

16. Before issuing its policy of title insurance, this Company will require for review, the following documents from the Limited Liability Company named below.

Limited Liability Company: PG&E Dispersed Generating Company, LLC

- (a) A copy of its operating agreement and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- (b) Confirmation that its Articles of Organization (LLC-1), and Certificate of Amendment (LLC-2), any restated Articles of Organization (LLC-10) and/or Certificate of Correction (LLC-11) have been filed with the Secretary of State.
- (c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- (d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- (e) If the Limited Liability Company was formed in a foreign jurisdiction, evidence satisfactory to the Company, that it has complied with California "doing business" laws, if applicable.

After review of the requested documents, the Company reserves the right to add additional items or make additional requirements prior to the issuance of any policy of title insurance.

17. This company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. After review of the requested Statement(s) of Information the Company may have additional requirements before the issuance of any policy of title insurance.

Parties: The Buyers in this Transaction

(Note: The statement of information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed statement of information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the statement of information is essential and will be kept strictly confidential to this file).

END OF ITEMS

- Note 1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- Note 2. The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land Commercial Building known as 3497 Main Street, Chula Vista, CA to an Extended Coverage Loan Policy.
- Note 3. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- Note 4. The charge for a policy of title insurance, when issued through this title order, will be based on the Basic (not Short-Term) Title Insurance Rate.
- Note 5. If property taxes are posted paid less than 45 days from the issuance of the policy contemplated by this report, the Company will hold the amount of the tax, plus delinquency and penalty until verification of payment is received. If verification has not been received within 45 days of the issuance of the policy contemplated, the Company will pay the taxes due. If property taxes have been paid through an impound account and we are furnished written confirmation of same or you can provide a copy of the canceled check, this requirement may be waived.
- If a monthly payment for any deed of trust to be paid in full is made less than 30 days from the issuance of the policy contemplated by this report, the Company will hold an amount equal to that payment until verification of payment is received from the lender. If verification has not been received within 30 days of the issuance of the policy contemplated, the funds held will be forwarded to the lender. If a canceled check or other form of proof of payment can be furnished, this requirement may be waived.
- Note 6. NOTE: The current owner is entitled to receive 1 discount(s) of \$20.00 each (Total \$20.00) on escrow services or title insurance pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs.
Date(s) of Transactions on the herein described property: 10-25-2000
- Note 7. Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all fundings should be done through wire transfer, certified check or checks drawn on California financial institutions.
- Note 8. The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.
- Note 9. California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.



Fidelity National Title Company
OF CALIFORNIA

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

Effective through November 1, 2014

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

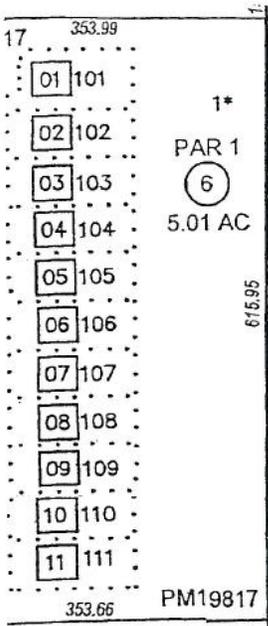
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



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PAR 1
21
629
/ 10
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4
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PAR 3
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30.11 AC

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22
5.00 AC

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11
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