RECORDING REQUESTED BY:
~~Pechiney Cast Plate Inc.~~
~~4700 Daybreak Parkway~~
~~South Jordan, Utah 84095~~
Boyle at 54th LLC
3010 Old Ranch Parkway, Suite 470
Seal Beach, CA 90740

WHEN RECORDED MAIL TO:
Department of Toxic Substances Control

~~Notes: 1) APN's to be inserted after Lot Line Adjustment.~~

~~2) Changes to definition of "Owner" may be needed if executed by Xebec after Closing.~~

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor's Parcel Numbers [~~leave out]~~ 6310-008-010, 6310-008-011, and 6310-008-019]
Former Pechiney Cast Plate Inc. Facility, Vernon, California [Site No. 301396-00]

This Land Use Covenant and Agreement – Environmental Restrictions ("Covenant") is made and entered into as of the date last written below, by and between ~~Pechiney Cast Plate, Inc.~~Boyle at 54th LLC, a Delaware ~~corporation~~limited liability company ("Owner"), the current owner of certain property situated at ~~3200 Fruitland~~5370 Boyle Avenue, Vernon, County of Los Angeles, State of California, legally described in Exhibit A and depicted on Figures 1 and 2 of Exhibit B, (the "Property"), and the California Department of Toxic Substances Control (the "Department," which includes its successor agencies, if any) (Owner and Department are sometimes hereinafter referred to collectively as "parties"). The Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of "Hazardous Materials" (as defined in California Health and Safety Code section 25260) and "Hazardous Substances" (as defined in California Health and Safety Code section 25316) (collectively, "Hazardous Substances"). Owner and the Department hereby agree, pursuant to California Civil Code section 1471, and California Health and Safety Code sections 25222.1 and 25355.5 that the use of the Property be restricted as set forth in this Covenant and that the Covenant conforms with the requirements of the California Code of Regulations, Title 22, section 67391.1. The parties further intend that the provisions of this Covenant shall also be for the benefit of, and enforceable by, the United States Environmental Protection Agency (the "EPA") as a third party beneficiary, although the EPA is not a party to this Agreement.

ARTICLE I
STATEMENT OF FACTS

1.1 Property Location. The Property consists of two legal parcels, totaling approximately 552,715 square feet, as more particularly described in Exhibit A. The Property was formerly (prior to a lot line adjustment) part of four legal parcels which totaled approximately 26.9 acres ("Original Property"), which was formerly owned by Pechiney Cast Plate, Inc. ("Pechiney"). The Property is located at the southeasterly corner of the intersection of Boyle Avenue and Fruitland Avenue, and bears Los Angeles County Assessor's Parcel Numbers set forth above. The Property was used for manufacturing high-precision cast aluminum plates from about 1937 until about 2005. The Property is currently zoned for industrial use. The future ~~property~~Property use will remain industrial or commercial. The surrounding land uses are zoned industrial or commercial.

1.2 Remediation of the Property.

1.2.1 Remedial investigations conducted at the Original Property identified volatile organic compounds ("VOCs"), petroleum hydrocarbons (as Stoddard solvent), polychlorinated biphenyls ("PCBs"), and metals (mainly arsenic) in soil; VOCs and Stoddard solvent in soil vapor; and PCBs in concrete building floor slabs. These investigations also identified VOCs, including trichloroethene~~,~~ ("TCE"), 1,2-dichloroethane ("1,2-DCA") and ~~tetrachloroethene,~~chloroform in groundwater beneath the Original Property. Groundwater is present at a depth of approximately 145 to 150 feet. Remedial investigation and screening level human health risk assessment ("HHRA") findings for the Original Property are summarized in the Feasibility Study (AMEC, May 2012). Based on the HHRA, site-specific remediation goals were established for the contaminants in soil vapor, soil, and concrete at the Property under future industrial land use. Potential off-site beneficial use of groundwater was evaluated using maximum contaminant levels ("MCLs").

1.2.2 ~~Owner~~Pechiney prepared a Remedial Action Plan (as amended, the "RAP") to mitigate concrete, soil and groundwater impacts at the Original Property under the oversight of the Department. The RAP (AMEC, June 2012) was prepared pursuant to an Imminent and Substantial Endangerment Determination and Consent Order signed by ~~Owner~~Pechiney on June 29, 2010 and by the Department on July 6, 2010 (the "Consent Order"). Pursuant to Code of Federal Regulations, Title 40, Subchapter R, Toxic Substances Control Act~~,~~ ("TSCA"), the EPA has oversight for PCB-impacted soil and concrete. Mitigation of the PCB-impacted concrete and soil was approved by the EPA. Pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) the RAP was released for public review and comment and subsequently approved by the Department on June 28, 2012. The RAP was amended by an Addendum dated May 20, 2013. Based on site-

specific remediation goals developed for contaminants present in concrete, soil, and soil vapor at the Original Property, impacted media will be mitigated to industrial levels.

1.2.3 Implementation of the RAP began in December 2012, with the installation by Pechiney of soil vapor extraction ("SVE") systems to mitigate VOC-impacted soil in the northern portion of the Original Property and Stoddard solvent-impacted soil in the southern portion of the Original Property. ~~PCB and metals impacted soil were excavated and removed from the Property as described in the RAP. The areas associated with the Property that were mitigated under the RAP are shown on Exhibit C.~~ Currently, operation and maintenance ("O&M") activities for the SVE systems and groundwater monitoring are ongoing. The location of the SVE ~~systems~~system and groundwater monitoring wells on the Property are also shown on Figure 1 of Exhibit C. The O&M of the SVE systems and groundwater monitoring wells will be pursuant to an Operation and Maintenance Agreement to be executed by ~~Owner~~Pechiney and the Department (the "O&M Agreement").

1.2.4 ~~Soil remainingabove the approved remediation goal (23 milligrams/kilogram) are covered with a physical underground warning barrier that consists of a concrete layer covered with an orange liner. The locations of the underground warning barriers are shown in Exhibit D.~~ Based on groundwater monitoring well data, VOCs have been detected in groundwater beneath the Property. These VOCs include TCE, 1,2-DCA, chloroform, and to a lesser extent other VOCs at concentrations ranging from 1.1 micrograms/liter (µg/L) up to 5.4 µg/L.

1.2.5 Beginning in August 2013, PCB-impacted concrete, and PCB, metals, and total petroleum hydrocarbon ("TPH") impacted soils were excavated and removed from the Property as described in the RAP. The areas associated with the Property where soil was mitigated under the RAP are shown on Figure 2 of Exhibit C.

1.2.6 During the implementation of the RAP and the Below Grade Demolition Plan (AMEC, August 2012), concrete slabs, pavement, footings, foundations, structures (in the upper 10 feet relative to native grade), and underground utilities (upper 3 feet) were removed as part of the below grade demolition work. Locations where structures were left in place at ~~depths greater than~~ a depth of 10 feet relative to native grade are shown on Figure 1 of Exhibit D and survey information is provided on Figures 2 and 3 of Exhibit D.

1.2.7 For total PCBs in soil, the site-specific remediation goals were established for PCBs at a certain depth intervals; ground surface to 5 feet below native grade (above178 feet mean sea level ["MSL"]) at 3.5 mg/kg, 5 feet to 15 feet below native grade ~~with PCBs~~ (178 to above 168 feet MSL) at 23 mg/kg, and below 15 feet below native grade (below or equal to 168 feet MSL) above 23 mg/kg. For Aroclor 1254, the remediation goal for ground surface to 15 feet below native grade was 2.0 mg/kg. The native grade surface elevation of 178 feet MSL in the Phase V area (as delineated in the RAP) is lower than the remainder of the site, and depth intervals for this area began at native grade. Because these remediation goals are depth-specific relative to native grade, earthwork will be conducted in accordance with a Soil

Management Plan (see Article II, section 4.2, below). A map depicting the native grade elevations is shown on Figure 4 of Exhibit D.

1.2.8 Soil removals were conducted for PCBs using the depth interval remediation goals from ground surface to a depth of 15 feet (native grade). Exposure point concentrations based on a 95% upper confidence limit (95% UCL) of the arithmetic mean of the PCBs concentrations was used to estimate a reasonable maximum exposure (RME) scenario to demonstrate that the RAP soil removals achieved the PCB remedial goals. EPA ProUCL software, version 5.0.00 (EPA, 2013) was used to calculate the UCLs. Based on the ProUCL results, for the outdoor commercial/industrial worker (exposure to soil to a depth of 5 feet) and construction worker (exposure to soil to a depth of 15 feet), the estimated cancer risks and noncancer hazards from direct contact soil exposure to PCBs were below the *de minimus* target levels of $1x10^{-6}$ and 1.0, respectively.

1.2.9 Concrete containing PCBs at concentration greater than 1 mg/kg was removed and shipped off the Property for disposal. Crushed concrete that was used on the Property as backfill and surface cover may contain PCBs at concentrations less than or equal to 1 mg/kg. The area where crushed concrete was placed at the Property is shown on Figure 1 of Exhibit D. These materials shall be maintained onsite.

1.2.~~5~~10 As detailed in the ~~Implementation~~Phase Area Completion Reports, which were required under the Consent Order, approved by the Department and the EPA, soils within portions of the Original Property, to a depth of 15 feet or more below ~~the surface~~native grade, contain ~~hazardous substances, which include the contaminants of concern in the ranges set forth below, and as~~Hazardous Substances summarized ~~in~~ on Tables 1 through 4 of Exhibit E.~~-~~ Sample locations are shown on~~f~~ Figures 1 through 6 of Exhibit E. Hazardous Substances remain at the Property above concentrations acceptable for unrestricted land use.

~~Soil – VOCs, PCBs, TPH (to be updated with final results)~~

~~Groundwater- VOCs (to be updated with final results)~~

1.2.~~6~~11 Pursuant to the EPA's conditional approval of the PCB remediation, attached as Exhibit F are certain documents which are required by EPA to be included in this Covenant.

1.3 Basis for Environmental Restrictions. As a result of the presence of Hazardous Substances on the Property, the Department and the EPA have concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department and the EPA have also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions (as defined below), does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II
DEFINITIONS

Capitalized terms used in this Covenant~~, which are not otherwise defined,~~ have the following meanings:

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

2.2 "Engineering Controls" means ~~refer to~~ physical structures, such as vapor barriers or caps, which reduce exposure to contaminants.

2.3 "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions set forth in this Covenant.

2.4 "Improvements" means any buildings, roads, driveways, improved parking areas, pipelines or other utilities, or other structures now or hereafter constructed on the Property.

2.5 "Lease" means a lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.6 ~~"Owner" means Pechiney Cast Plate, Inc. and any successor in interest, including any heir or assignee who at any time holds title to all or any portion of the Property.~~

~~2.7~~ "Occupant" means Owner~~,~~ and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.7 "Owner" means Boyle at 54th LLC, a Delaware limited liability company, and any successor in interest, including any heir or assignee who at any time holds title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1 Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof, no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered or conveyed. This Covenant: (a) runs with the land pursuant to California Civil Code Section 1471, and California Health and Safety Code Section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of and is enforceable by the Department and the EPA, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, ~~and~~ assignees~~;~~, and lessees; (b) the agents~~,~~ and employees~~, and lessees~~ of the Owners, and (c) the ~~Owners'~~ heirs, successors and assignees of the Owners. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall

continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions of such Owner or Occupants, as the case may be, during their ownership or occupancy. The provisions of this Covenant shall also be for the benefit of, and enforceable by, the EPA as a third party beneficiary.

3.3 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4 Conveyance of Property. Owner and any new Owner shall provide Notice (as defined herein) to the Department not later than thirty (30) calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and site code as listed on page one (1) of this Covenant. The Notice shall also include the Assessor's Parcel Number(s) noted on page one (1). If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department nor the EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5 Costs of Administering the Covenants to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, Owner hereby covenants for itself and for all subsequent Owners and Occupants that, pursuant to California Code of Regulations, title 22, section 67391.1(h), Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant. ~~If more than one person or entity is the Owner, then such~~Such costs will be subject to apportionment as provided in California Civil Code §1471(c~~).~~), except as otherwise set forth in that certain Access License Agreement executed by Owner and Pechiney and recorded in the Official Records of the Office of the Los Angeles County Recorder.

3.6 Obligations Not Extinguished. This Covenant shall not extinguish or discharge any of the obligations of Pechiney under, inter alia, (a) that certain unrecorded Agreement for Purchase and Sale of Real Estate (and Joint Escrow Instructions) dated July 22, 2013, by and between Pechiney as "Seller" and Xebec Realty Partners, Inc. as "Buyer," as amended, (b) that certain Access License Agreement, dated and recorded on June 30, 2015, as instrument number 20150780630, in the Official Records of the Los Angeles County Recorder, by and between Owner and Pechiney, as amended, and (c) that certain Remedial Action Plan, dated June 28, 2012, as amended, approved by the Department and the EPA. Further, this Covenant shall not constitute, or be construed as, an assumption by Owner of those obligations of Pechiney under the Consent Order or under the Agreements described in this Section 3.6.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1 Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval of the Department:

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A public or private school for persons under 18 years of age.

(d) A day care center for children.

4.2 Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

(a) No activities which will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth moving, mining or drilling) shall be allowed at the Property without a soil management plan pre-approved by the Department and the EPA in writing. The approved Soil Management Plan for pre-construction grading and redevelopment earthwork is included in Exhibit F.

(i) For PCBs, soil within the upper 5 feet relative to native grade (above 178 feet MSL) may contain PCBs at concentrations below 3.5 mg/kg, and for this depth interval soil may be disturbed during site grading with no further sampling or onsite management, including those areas designated as landscaped areas. Areas where disturbance occurs shall be documented and surveyed.

(ii) Soils containing PCBs at depth between 5 feet and above 15 feet (relative to native grade; interval of 178 feet MSL to above 168 feet MSL) that is disturbed during site grading or during construction of footing, foundations, or utility trenches may be consolidated and placed under the footprint of a building slab or concrete paved area (referred to as a "cap", with a minimum concrete thickness of 6-inches). In doing so, the soil placed under the cap shall be designated as containing total PCBs at concentrations of 23 mg/kg (the remediation goal for the 5 to 15 foot depth interval relative to native grade). The PCB-impacted soil consolidated under the cap shall be covered with a warning membrane, such as the orange fabric used for the UWBs, or other similar material. If the soil placed under the cap is further disturbed during construction activities (trenching, etc.), additional soil testing for total PCBs shall be

conducted to verify that that the PCB concentrations in soil do not exceed 23 mg/kg.

(iii) Soil consolidated under the cap shall not include PCB-contaminated soil from a depth of greater than 15 feet relative to native grade. Soils at depths greater than 15 feet relative to native grade shall be designated as containing PCBs at concentrations greater than or equal to 50 mg/kg.

(iv) The cap, inspections of the cap, record keeping, and future repairs to the cap shall meet the requirements of 40 CFR 761.61(a)7. A restrictive covenant recording for the cap and underlying soil shall meet 40 CFR 761.61(a)8, and will not require a low occupancy area designation specified in 40 CFR 761.61(a)(8)(i)(A)(1) or the associated low occupancy certification specified in 40 CFR 761.61(a)(8)(i)(B) with respect to PCBs. The installed overlying warning membrane and areas where these soils are consolidated shall be documented and surveyed, and the survey information shall be added to this Covenant and recorded upon completion.

(v) Soils containing other contaminants, such as TPH (and/or Stoddard solvent), VOCs, or metals, shall be maintained in the area where the soil is disturbed and not relocated to another area or other portion of the Property that is not impacted. ~~.~~

(b) Any contaminated soils brought to the surface by grading excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal laws and the Soil Management Plan (attached hereto at Exhibit F). Soil containing PCBs shall be stored on site no longer than 30 days. ~~No activities which will disturb the underground warning barriers, shall be permitted without a soil management plan pre-approved by the Department and the EPA in writing.~~

4.3 Structures Remaining in Place. The locations of structures that remain in place at depths of ten (10) feet ~~and fifteen (15) feet~~ below native grade ~~(including deep soil containing PCBs)~~ are shown on Figure 1 of Exhibit D.

4.4. Prohibited Activities. The following activities shall not be conducted at the Property without the prior written approval of the Department:

(a) Any activities that may alter, interfere with or otherwise affect the integrity or effectiveness of the SVE systems or the groundwater monitoring wells.

(b) Any activities that may alter, interfere with or otherwise affect the integrity or effectiveness of any Engineering Controls.

(c) Any uses or activities which do not preserve the physical accessibility to and integrity of, the SVE systems, the groundwater monitoring wells and any Engineering Controls.

(d) Any activity (other than those required under the RAP) that would access, extract or use groundwater within the first water-bearing unit beneath the Property.

(e) Any drilling for water, oil or gas.

4.5 Access for Department. The Department and the EPA shall have reasonable right of entry and access to the Property at reasonable times and upon reasonable advance notice to Owner~~ or~~, Pechiney and other Occupants (except in the event of an emergency), for inspection, investigation, remediation, monitoring and other activities as deemed necessary by the Department in order to protect the human health or safety, or the environment. Owner~~ or~~, Pechiney and other Occupants may be present at the time of any such entry. After DTSC and EPA approve completion of the remediation work outlined in the RAP, Pechiney will not require further notice under this section.

4.6 Access for Implementing Operation and Maintenance. Subject to the provisions of that certain Access License Agreement between Owner and ~~[Xebec],~~Pechiney, which was recorded in the ~~office~~Office of the Los Angeles ~~City~~County Recorder, any person or entity responsible for implementing the O&M activities, if any, shall have reasonable right of entry and access to the Property upon reasonable advance notice for the purpose of implementing such O&M activities until the Department determines that no further O&M Agreement activities are required. Owner ~~or~~and other Occupants may be present at the time of any such entry. All remediation systems associated with the O&M activities which are described in the RAP (including SVE systems, bioventing systems and groundwater monitoring wells) shall remain at the Property until the Department grants environmental closure.

4.7 Limitations on Access. Prior to the entry onto the Property by any person pursuant to section 4.5 or 4.6, the person entering the Property (other than an employee of the Department or the EPA) shall provide Owner with evidence of commercially reasonable liability insurance coverage insuring against personal injury and property damage. Further, any entry onto the Property by any person pursuant to section 4.5 and 4.6 shall be at the sole risk of such person, and Owner shall not be liable for any damage to such person or such person's property, except to the extent caused by the gross negligence or willful misconduct of Owner.

4.8 Inspection and Reporting Requirements. Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by January 31 of each year. The annual inspection report must include the dates, times, and names of those who conducted the

inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If Owner identifies any violations of this Covenant during the annual inspection or at any other time, Owner must within ten (10) calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within ten (10) calendar days of its original transmission.

ARTICLE V
ENFORCEMENT

5.1 Enforcement. Failure of any Owner or Occupant to comply with this Covenant shall be grounds for the Department or the EPA to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit any required reports or other materials to the Department or the EPA, or the submission of any false statement, record or report to the Department or the EPA, shall be grounds for the Department or the EPA to pursue administrative, civil, or criminal actions as provided by law.

ARTICLE VI
VARIANCE, REMOVAL AND TERM

6.1 Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with California Health and Safety Code section 25223.

6.2 Removal of Environmental Restrictions. Any person may apply to the Department or the EPA to remove any of the Environmental Restrictions imposed by this Covenant in its entirety. Such application shall be made in accordance with California Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with section 6.2, by law, or by the Department or the EPA in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.1 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2 Recordation. Owner shall record this Covenant with all referenced Exhibits in the Office of the County Recorder of Los Angeles County, California within ten (10) calendar days of Owner's receipt of a fully executed original from the Department.

7.3 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered personally or by a national recognized overnight delivery service to the person being served or to an officer of a corporate party being served; or (b) five (5) calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: ~~Pechiney Cast Plate Inc.~~ Boyle at 54th LLC
3010 Old Ranch Parkway, Suite 470
Seal Beach, CA 90740

To Pechiney: Pechiney Cast Plate, Inc.
4700 Daybreak Parkway
South Jordan, ~~Utah~~UT 84095

And

To Department: Unit Chief

To EPA: US EPA Region 9
TSCA Coordination Group

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

7.4 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5 Statutory References. All statutory or regulatory references include successor provisions.

7.6 Incorporation of Exhibits. All Exhibits and attachments to this Covenant are incorporated herein by reference.

7.7 Governing Law. This Covenant is entered into in the State of California and shall be interpreted in accordance with the laws of the State of California.

7.8 Counterparts. This Covenant may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner, and the Department have executed this Covenant as of the dates written below.

OWNER

~~Pechiney Cast Plate, Inc.~~Boyle at 54th LLC
a Delaware ~~corporation~~Limited Liability Company

By: _____
~~William Adams~~Gretchen Sauer
Title: ~~President~~Chief Operating Officer
Date: _____

DEPARTMENT

California Department of Toxic Substances Control

By: _____
Title: _____
Date: _____

EXHIBITS

Exhibit A – Legal description of the Property

Exhibit B – ~~Site Plan~~
Figure 1 - Property ~~Mitigated/~~Location ~~of SVE Systems and~~
Figure 2 - Assessor Parcel Map

Exhibit C –
Figure 1 - Location of Existing Groundwater Monitoring and Soil Vapor Extraction Wells
Figure 2 – Generalized Areas of Residual Soil Impacts

Exhibit D –
Figure 1 - Locations of ~~Underground Warning Barriers and~~ Deeper Structures Remaining in Place Below 10/15 Feet and Crushed Concrete Areas
Figures 2 and 3 – Survey Record Drawings for Deeper Structures
Figure 4 - Native Grade Reference Elevations

Exhibit E – Summary of Implementation Report Information
Figure 1 – Sample Locations – PCBs in Soil 0 to 5 feet (native grade)
Figure 2 – Sample Locations – PCBs in Soil 5 to 15 feet (native grade)
Figure 3 – Sample Locations – PCBs in Soil Greater than 15 feet (native grade)
Figure 4 – Sample Locations – Total Petroleum Hydrocarbons (TPH)
Figure 5 – Sample Locations – Volatile Organic Compounds (VOCs)

Figure 6 – Sample Locations – Metals (As, Pb, Cu and Cr)
Table 1 – Summary of Remaining PCBs Concentrations in Soil and Sample Location Information
Table 2 – Summary of TPH Concentrations in Soil and Sample Location Information
Table 3 – Summary of VOCs Concentrations in Soil and Sample Location Information
Table 4 – Summary of Metals (As, Pb, Cu and Cr) Concentrations in Soil and Sample Location Information

Exhibit F – Certain Required Documentation as Required by EPA
2009 PCB Application, Application Amendments,
July 2, 2010, July 1, 2011 and February 2014 Conditional approval letters.
Soil Management Plan

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015 before me, _____,

a Notary Public, personally appeared _____, 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 of Notary Public _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015 before me, _____,

a Notary Public, personally appeared _____, 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 of Notary Public _____ (Seal)