RECORDING REQUESTED BY:
Pechiney Cast Plate Inc.
4700 Daybreak Parkway
South Jordan, Utah 84095

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]**

**Former Pechiney Cast Plate 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. a Delaware corporation ("Owner"), the current owner of certain property situated at 3200 Fruitland Avenue, Vernon, County of Los Angeles, State of California, legally described in Exhibit A and depicted on Exhibit B, (the "Property") and the California Department of Toxic Substances Control (the "Department," which includes its successor agencies, if any). 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. 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 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 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, and tetrachloroethene, in groundwater beneath the 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 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 prepared a Remedial Action Plan (as amended, the "RAP") to mitigate concrete, soil and groundwater impacts at the Property under the oversight of the Department. The RAP was prepared pursuant to an Imminent and Substantial Endangerment Determination and Consent Order signed by Owner 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, 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 Addendum dated May 20, 2013. Based on site-specific remediation goals developed for contaminants present in concrete, soil, and soil vapor at the Property, impacted media will be mitigated to industrial levels.

1.2.3 Implementation of the RAP began in December 2012, with the installation of soil vapor extraction ("SVE") systems to mitigate VOC-impacted soil in the northern portion of the Property and Stoddard solvent-impacted soil in the southern portion of the 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 and groundwater monitoring wells are also shown on 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 and the Department (the "O&M Agreement").

1.2.4 Soil remaining in place at depths greater than 15 feet below native grade with PCBs concentration above 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.

1.2.5 As detailed in the Implementation Reports which were required under the Consent Order, approved by the Department and the EPA, soils within portions of the Property, to a depth of 15 feet or more below the surface, contain hazardous substances, which include the contaminants of concern in the ranges set forth below, and as summarized in 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 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.

## 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 (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors and assignees. 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 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 costs will be subject to apportionment as provided in California Civil Code §1471(c).

## 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.

(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.

(c) 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 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 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 other Occupants may be present at the time of any such entry.

4.6 Access for Implementing Operation and Maintenance. Subject to the provisions of that certain Access License Agreement between Owner and [Xebec], which was recorded in the office of the Los Angeles City 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 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 Paragraphs 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 Paragraphs 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 Paragraph 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.
4700 Daybreak Parkway
South Jordan, Utah 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.

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

OWNER

Pechiney Cast Plate, Inc.
a Delaware corporation

By: _____
William Adams
Title: President
Date: _____

DEPARTMENT

California Department of Toxic Substances Control

By: _____
Title: _____
Date: _____

**EXHIBITS**

**Exhibit A** – Legal description of the Property

**Exhibit B** – Site Plan

**Exhibit C** – Areas of Property Mitigated/Location of SVE Systems and Groundwater Monitoring Wells

**Exhibit D** – Locations of Underground Warning Barriers and Structures Remaining in Place Below 10/15 Feet

**Exhibit E** – Summary of Implementation Report Information

**Exhibit F** – Certain Required Documentation as Required by EPA 2009 PCB Application, Application Amendments, and the July 2, 2010 and July 1, 2011 Conditional approval letters and attachments.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2014 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)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2014 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)