

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

RECORDING REQUESTED BY:

LPC Fullerton, LLC
11777 San Vicente Blvd., Suite 900
Los Angeles, California 90049
Att: James H. Daugherty



30.00
2007000483144 10:47am 08/02/07

119 59 C38 9
0.00 0.00 0.00 0.00 24.00 0.00 0.00 0.00

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Stephen W. Lavinger, Chief
Tiered Permitting Corrective Action Branch

COVENANT TO RESTRICT USE OF PROPERTY

Kimberly Business Center
1550 East Kimberly Drive
Fullerton, California

County of Orange, Assessor's Parcel Number 073 -110-63

This Covenant To Restrict Use of Property ("Covenant") is made by and between LPC Fullerton, LLC (the "Covenantor"), the current owner of certain property situated in the City of Fullerton, County of Orange, State of California, described and depicted on Exhibit A, which is attached and incorporated by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, 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 potential presence of hazardous materials (as defined in Health and Safety Code section 25260) on the Property. The Covenantor and the Department, (collectively referred to as the "Parties") agree that the use of the Property will be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

This document is being recorded
as an accommodation only
and Chicago Title Company
assumes no responsibility for
correctness or validity thereof.

Accom 8001B

ARTICLE 1
STATEMENT OF FACTS

1.01 The Property includes approximately fifteen acres. The Property is located at 1550 East Kimberly Avenue in the City of Fullerton, County of Orange, State of California and is more specifically described as Orange County Assessor's Parcel Number 073-110-63.

1.02 The restrictions contained herein will apply to the entire Property.

1.03 The Property was used by Johnson Controls Battery Group, Inc., a Wisconsin corporation, and its affiliates (collectively "JCBGI") for manufacturing and assembling of lead acid batteries since 1963, when JCBGI ceased the operations. JCBGI sold the Property to Covenantor on September 29, 2005. The tiered permitted wastewater treatment unit that was utilized by JCBGI will be closed in accordance with the fixed treatment closure plan during implementation of an approved Corrective Measures Proposal. On February 1, 2007, the Department signed a Corrective Action Consent Agreement, Docket Number SRPD 05/06 SCF-4356 with JCBGI ("Agreement") for further investigation and corrective action. Pursuant to the Agreement, JCBGI completed further investigation which defined the nature and extent of contamination at the Property. Such contamination has now been remediated to commercial/industrial levels.

1.04. As part of the Corrective Measures Proposal, the Department is requiring this Covenant to be recorded on the Property. The Department circulated for public review and comment on January 26, 2007, the Corrective Measures Proposal identifying and evaluating potential corrective environmental remediation measures and a draft Notice of Exemption pursuant to the California Environmental Quality Act (CEQA), Public Resources Code section 21000 et. seq. The final record of decision contained in the Statement of Basis was also circulated for public review and comment on January 26, 2007, and requires this Covenant to restrict future land use of the Property to industrial/commercial uses. The Corrective Measures Implementation Report dated May 14, 2007 demonstrated that remediation of the constituents of concern in the soil at the Property, to the levels set forth by the Department in the Statement of Basis, was achieved. Clean-up to these levels would protect human health and safety for commercial/industrial uses. The Department concluded that the Property, as remediated in accordance with the Corrective Measures Proposal and restricted by the Covenant, would not present an unacceptable threat to human health or safety or the environment.

ARTICLE II
DEFINITIONS

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

2.02 Owner. "Owner" means any party who at any time holds title to all or any portion of the Property. A party shall only be an Owner for so long as such party holds title to all or any portion of the Property. As of the date hereof, the Covenantor is the Owner.

2.03 Occupant. "Occupant" means each Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property. A party shall only be an Occupant for so long as such party is entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 Improvements. "Improvements" shall mean all buildings, roads, driveways, walkways, landscaped areas and paved parking areas, constructed or placed upon any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5, and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property; (c) shall apply to and bind the respective successors in interest to the Property; (d) shall be for the benefit of, and shall be enforceable by the Department; and e) shall be imposed upon the entire Property unless expressly stated to be applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon the Covenantor and all Owners and Occupants. Pursuant to Civil Code section 1471(b), all successive Owners of the Property are expressly bound by this covenant for the benefit of the Department.

3.03 Written Notice of Hazardous Substances. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice required pursuant to Health and Safety Code section 25359.7. and provide a copy of this Covenant.

3.04 Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days after the conveyance of any ownership interest in the Property (except for mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any conveyance, except

as otherwise provided by law, administrative order, or specific provisions of this Covenant.

ARTICLE IV RESTRICTIONS

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes:

- (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 21 years of age.
- (d) A day care center for children.

4.02 Prohibited Activities. The Property shall not be used for agricultural purposes.

4.03 Advisory for Subsurface Work. The Owner shall notify any contractor engaged by the Owner to perform work involving contact with subsurface soils of the presence of hazardous materials in the subsurface below a depth of twenty (20) feet.

ARTICLE V ENFORCEMENT

5.01 Enforcement. Failure of the Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require in writing that the Owner modify or remove any Improvements that violate this Covenant. Failure of the Owner to commence modification or removal of any Improvements that violate this Covenant within thirty (30) days after the date on which such Owner receives such written notice from the Department and to thereafter diligently pursue such modification or removal, as applicable, until completion shall be grounds for the Department to file civil and/or criminal actions against the Owner as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01 Variance. Any Owner or, with the Owner's written consent, any Occupant may apply to the Department for a written variance from the provisions of this Covenant. The application shall be made in accordance with Health and Safety Code Section 25202.6.

6.02 Termination. Any Owner and/or, with the Owner's written consent, any Occupant, may apply to the Department for a termination of the Restrictions or other

terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&S Code section 25202.6.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01 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 for any purpose.

7.02 Department References. All references to the Department include successor agencies or other successor entity.

7.03 Recordation. The Department shall execute and deliver and original acknowledged version of this Covenant to the Covenantor after the completion of the work described in the Corrective Measures Proposal. The Covenantor shall execute and acknowledge this Covenant and record this Covenant, with all referenced Exhibits, in the County of Orange within ten (10) days of the Covenantor's receipt of the partially executed version from the Department.

7.04 Notices. Whenever any person gives or serves any notice ("Notice" means any demand or other communication with respect to this Covenant) each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: LPC Fullerton, LLC
 11777 San Vicente Boulevard, Suite # 900
 Los Angeles, CA 90049
 Attn: James H. Daugherty

To Department: Department of Toxic Substances Control
 Tiered Permitting Corrective Action Branch
 5796 Corporate Avenue,
 Cypress, California 90630
 Attn: Stephen W. Lavinger, Chief

Any party may change its address or the individual to whose attention a notice is to be

sent by giving written notice in compliance with this paragraph.

7.05 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant, as deemed necessary by the Department in order to protect the public health and safety and the environment.

7.06 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is 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.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

LPC Fullerton, LLC,
a Delaware limited liability company

Date: 8/1/07

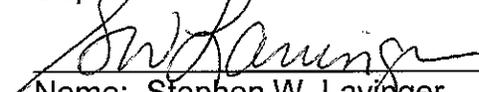
By: REG Fullerton, LLC, a Delaware limited liability company, its managing member

By: 
Name: JAMES H. DAUBERT
Title: SENIOR VICE PRESIDENT

"Department"

Department of Toxic Substances Control

Date: 7/31/07


Name: Stephen W. Lavinger
Title: Chief Tiered Permitting Corrective Action

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF Orange)

On July 31, 2007, before me, Claudia Sanchez,
Notary Public, personally appeared Stephen W. Lavinger.

~~personally known to me~~ - OR - ~~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



WITNESS my hand and official seal.

Claudia Sanchez

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF Los Angeles)

On August 1, 2007, before me, Leanne Larsen,
Notary Public, personally appeared James H. Daugherty.

personally known to me - OR - ~~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.



WITNESS my hand and official seal.

Leanne Larsen

Exhibit A

Legal Description and Depiction of Property

PARCEL 1:

THE SOUTH 395.88 FEET OF THE NORTH 463.88 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SAID SECTION IS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

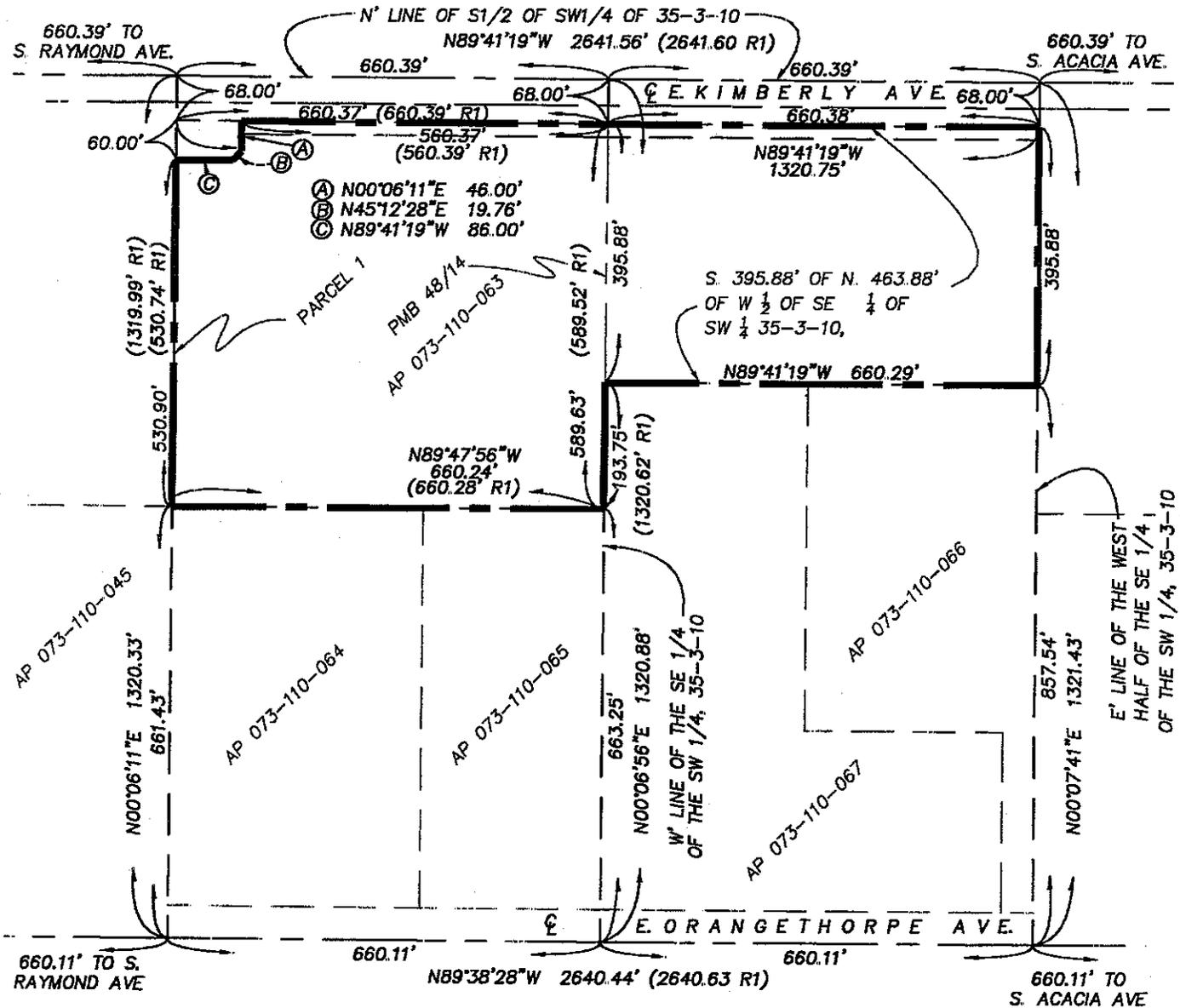
EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER AND IN THE EAST ONE-HALF OF SAID LAND, THE GRANTOR, HOWEVER, SHALL HAVE NO SURFACE RIGHTS FOR EXPLORATION, AND/OR REMOVAL OF SAID OIL, GAS OR OTHER HYDROCARBON SUBSTANCES AS RESERVED BY ADELE KELLENBERGER AND THEODORA H. FRAHM, BY DEED RECORDED DECEMBER 31, 1954 IN BOOK 2911, PAGE 476 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, UNDER AND IN SAID LAND, BUT WITHOUT SURFACE RIGHTS IN SAID LAND FOR EXPLORATION AND/OR REMOVAL OF SAID OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED BY ENSIGN CARBURETOR CO, A CORPORATION, BY DEED RECORDED SEPTEMBER 12, 1955 IN BOOK 3204, PAGE 375 OF OFFICIAL RECORDS.

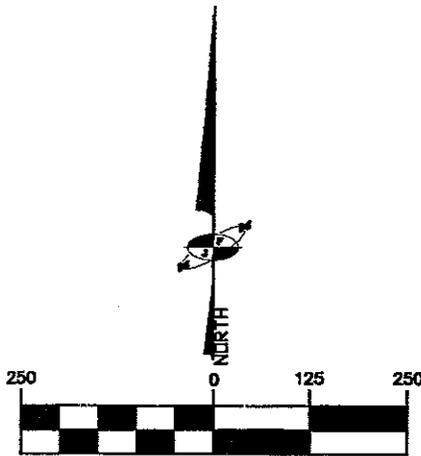
PARCEL 2:

PARCEL 1, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP FILED IN BOOK 48 PAGE 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

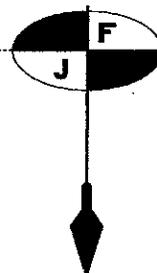
KIMBERLY BUSINESS CENTER, FULLERTON, CALIFORNIA.



(R1) INDICATES RECORD PER P.M.B. 48/14



1 inch = 250 ft.



JOHNSON-FRANK & ASSOC., INC.
 LAND SURVEYING - MAPPING
 5150 E. HUNTER AVENUE
 ANAHEIM, CALIFORNIA 92807-2049
 (714) 777-8877 FAX (714) 777-1641

DATE 2007_05_18 SHEET 1 OF 1